

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, February 4, 2019

7:00 p.m.

MEETING #5118

CALL TO ORDER

ROLL CALL

INVOCATION BY Jerre Nolte of United Methodist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 22, 2019;
2. Appropriation Ordinance No.3 February 4, 2019;
3. Cereal Malt Beverage License:
 - a. Taylor's Road House, 2305 W. Wyatt Earp Blvd.;
 - b. Don Hector's Restaurant, 208 S. 2nd Avenue;
4. Approval of Prime on the Nine Letter of Agreement;
5. Approval of Tri-Party Bio Gas Sales Agreement.

ORDINANCES & RESOLUTIONS

Ordinance No. 3703: An Ordinance authorizing the execution of the Fourth Amendment to the Loan Agreement between Dodge City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain

other actions in connection with the Fourth Amendment to the Loan Agreement. Report by Assistant to Finance Director, Nicole May.

Ordinance No. 3704: An Ordinance dealing with Cereal Malt Beverages and Alcoholic Liquor all articles; and Amending and Repealing certain Sections of Chapter III of the Code of the City of Dodge City, Kansas. Report by City Attorney, Brad Ralph.

Ordinance No. 3705: An Ordinance Repealing Chapter XI, Article 2, Section 204 of the Dodge City Code Relating to Firearm Registration. Report by City Attorney, Brad Ralph

Ordinance No. 3706: An Ordinance Establishing a Chapter XI, Article 7 of the Code of the City of Dodge City. Entering or Staying upon a Designated Roadway is prohibited. Report by City Attorney, Brad Ralph.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Commission Appointments. Report by City Manager, Cherise Tieben.
2. Approval of Appointment to Recycling Board. Report by Information Specialist, Abbey Martin.
3. Approval of Appointment to Community Facilities Advisory Board. Report by Project Development Coordinator/Assistant to City Manager, Melissa McCoy.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MEETING WORK SESSION MINUTES

City Hall Commission Chambers

Tuesday, January 22, 2019

6:30 p.m.

CALL TO ORDER

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

City Engineer Tanner Rutschman and Director of Engineering Services Ray Slattery discussed the 2019 Street Program

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting and Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, January 22, 2019

7:00 p.m.

MEETING #5117

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 7, 2019;
2. Appropriation Ordinance No.2, January 22, 2019;
3. Cereal Malt Beverage License:
 - a. Water Sports Campground

Commissioner Rick Sowers moved to approve the consent calendar as presented. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2019-01: A Resolution determining the advisability of the making of certain Internal Improvements in the City of Dodge City, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (various Internal Improvements/Candletree Addition, Unit 8, Phase 2 was approved on a motion by Commissioner Jan Scoggins. Commissioner Rick Sowers seconded the motion. The motion carried 4-0.

Resolution No. 2019-02: A Resolution of the Governing Body of the City of Dodge City, Kansas determining that the city is considering establishing a Rural Housing Incentive District within the city and adopting a plan for the development of Housing and Public Facilities in such proposed district; establishing the date and time of a Public Hearing on such matter; and providing for the giving of notice of such Public Hearing. (Candletree 8 Phase II) was approved

on a motion by Commissioner Rick Sowers. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.

NEW BUSINESS

1. Commissioner Jan Scoggins moved to approve the bid for the HVAC Management System from Weber for the United Wireless Arena. The bid includes the purchase of the system in the amount of \$235,000, quarterly inspections at \$5,000 annually and quarterly maintenance at \$27,623 annually. Commissioner Rick Sowers seconded the motion. The motion carried 4-0.
2. Commissioner Rick Sowers moved to approve the quote from Klotz Sand Co. for infrastructure improvements in Candletree #8 Subdivision, phase 2 in the amount of \$446,094.38 pending completion of RHID documents and approval of a developer's agreement by the developer. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.
3. Commissioner Rick Sowers moved to approve the Consulting Service Agreement for Sutherland's Entrance Drive with SMH in an amount not to exceed \$13,607.50. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.
4. Commissioner Rick Sowers moved to approve the 2019 Street Program. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.
5. Commissioner Joyce Warshaw moved to approve the appointment to Boards and Commissions as follows:

Airport Advisory Board –Reappointment of Bob Groth, Kerry Zimmerman, and Dan Cammack. Appointment to fill a vacant position, Jeff Hancock.

Convention & Visitors Bureau – Reappointment for Hospitality, Erica Walsh. Reappointment for Attraction, Elaine Gall. Appointment for At-large, Monica Tieben.

Dodge City Planning Commission –Reappointment of Kristina Crawford, Tom Stanley, and Frank Rose

Golf Advisory Board – Reappointment of Jeff Hutton

Historic Landmark Commission – Reappointment of Dana Williamson

Housing Authority Board – Reappointment of Leland Kincaid, and Celia Enriquez

Library Board – Appointment of Pamela Brady and Michelle Reid

Parks and Recreation - Reappointment of Debra Pennington and Jeff McDaniel

Recycling Advisory Board – Reappointment of Cheryl Koontz and Julianne Kemmerer.
Appointment of Jeanneth Quinonez.

Santa Fe Trail Community Corrections –Reappointment of Peggy Cecil and Leslie Lima

Commissioner Rick Sowers seconded the motion. The motion carried 4-0.

OTHER BUSINESS

Commissioner Jan Scoggins moved to adjourn the meeting and Commissioner Rick Sowers seconded the motion. The motion carried 4-0.

AJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting and Commissioner Sowers seconded the motion. The motion carried 4-0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form has been prepared by the Attorney General's Office)

City or County of Dodge City, Ford

SECTION 1 – LICENSE TYPE		
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit		
Check One: <input 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.		
SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004 461660769F01</u>		
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)		
Name <u>Charles R Taylor JR</u>	Phone No. <u>620-371-6866</u>	Date of Birth <u>8/1/64</u>
Residence Street Address <u>PO Box 1603</u>	City <u>Dodge city KS</u>	Zip Code <u>67801</u>
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 <u>Taylor's Roadhouse LLC</u>	Name	
Business Location Address <u>2305 W Wyatt Earp</u>	Address	
City, State, Zip <u>Dodge City KS 67801</u>	City	State Zip
Business Phone No. <u>620-371-6866</u>	<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) <u>Charles R Taylor JR</u>		
SECTION 4 – APPLICANT QUALIFICATION		
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have resided within the state of Kansas for <u>45</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* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not	
My spouse has previously held a CMB license.	<input checked="" type="checkbox"/> Yes <input 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

**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): <u>1004. ... 9640F01</u>			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name <u>Jaclyn Acosta</u>		Phone No. <u>(620) 430-2313</u>	Date of Birth <u>11-11-89</u>
Residence Street Address <u>11697 Lariat Way</u>		City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
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 <u>Don Hector</u>		Name _____	
Business Location Address <u>208 S. 2nd AVENUE</u>		Address _____	
City <u>Dodge city</u> State <u>Ks.</u> Zip <u>67801</u>		City _____ State _____ Zip _____	
Business Phone No. <u>(620) 430-2313</u>		<input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) <u>Hector Acosta</u>			
SECTION 4 – APPLICANT QUALIFICATION			
I am a U.S. Citizen			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>21</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* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.			<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



City of Dodge City

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8100 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Melissa McCoy, Assistant to City Manager

Date: January 31, 2018

Subject: Approval of Prime on the Nine Letter of Agreement

Agenda Item: Consent Agenda

Recommendation: Staff recommends approval of the Prime on the Nine Letter of Agreement with HHPON, LLC for the Prime on the Nine Restaurant located in the Mariah Hills Golf Course Clubhouse.

Background: City staff and the City Attorney met with Prime on the Nine in regards to their lease agreement on December 13, 2018. At that meeting, HHPON, LLC for Prime on the Nine Restaurant requested that we delay approving the new lease agreement and increasing their current lease payment for six months due to financial hardship. The existing lease reached the end of its term in 2018 and a HHPON, LLC has been formed to oversee the management and operation of the Prime on the Nine Restaurant. HHPON, LLC includes two of the original business owners Dr. Kelly Henrichs and Gary Hershberger. Chef Ryan Emery continues to be employed as the Chef of the restaurant.

Justification: Prime on the Nine will continue to pay rent in the amount of \$1500 per month per the terms of the existing agreement. They will also provide copies of Prime on the Nine's financial statements on a quarterly basis to the City of Dodge City.

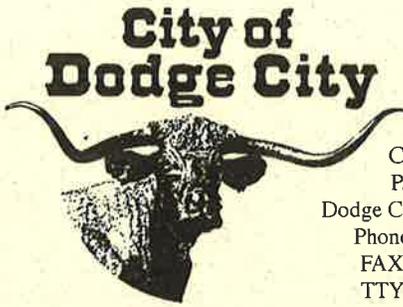
This lease is beneficial to the City in that it provides additional income to the City's General Fund. The leased space provides an enhanced income stream which offsets a portion of the subsidy currently required for golf course operations. The restaurant and golf course operations mutually benefit from this arrangement. Both entities have enjoyed increased exposure which has helped drive business as well as provide an additional service at the golf course.

Financial Considerations: The revised monthly rent schedule is for \$1500 for a six month period (January- July 2019). Other cost increases include \$715 to \$722 to cover the annual increase in utility costs. The City will retain three percent (3%) of the total credit card sales for alcohol to cover the credit card and other fees. Also, proceeds from beer sales transacted by the Mariah Hills golf pro shop on behalf of the Prime on the Nine Restaurant shall be retained by City and credited to HHPON, LLC account for any rents and charges due as outlined within the existing agreement.

Purpose/Mission: This project meets our core purpose of making Dodge City the best place to be while matching the core value of ongoing improvement. This arrangement capitalizes on the assets at Mariah Hills and combines to provide a full service operation that is attractive and desirable to residents and tourists alike. It also improves income generated at the facility to help offset operational expenses and manages taxpayer responsibility for golf course operations.

Legal Considerations: The letter has been reviewed by the City Attorney and the partners of HHPON, LLC.

Attachments: Prime on the Nine Letter of Agreement



City of Dodge City

CITY HALL
P.O. Box 880
Dodge City, KS 67801-0880
Phone: 620/225-8100
FAX: 620/225-8144
TTY: 620/225-8115
www.dodgecity.org

HHPON LLC
1800 Matt Down Lane
Dodge City, KS. 67801

Dear Mr. Henrichs and Mr. Harshberger:

Thank you for your time meeting with Melissa and Brad on December 13, 2018. Following those conversations, the City of Dodge City (the City) and Prime on the Nine Restaurant, HHPON, LLC (HHPON) agreed that the parties will maintain the existing lease agreement with the following adjustments:

The City will:

- Maintain the monthly rent at one thousand, five hundred dollars (\$1,500) for a period of six (6) months at which time the parties agree to review the financial status of the restaurant to determine if rent can be increased.
- Retain beer sales transacted by the Mariah Hills golf pro shop on behalf of HHPON for any rents or charges due based on the original agreement.
- Retain three percent (3%) of the total credit card sales for alcohol to cover the credit card and other fees.
- Meet in six (6) months to discuss the financial status of the restaurant in order to determine appropriate revisions and adjustments to the lease agreement going forward.

HHPON. LLC will:

- Provide copies of Prime on the Nine's financial statements on a quarterly basis to the City of Dodge City. HHPON will begin this production at the conclusion of January 2019 and each three (3) month period thereafter (April and July) until the six-month meeting.
- Pay rent on or before the 10th day of each month.
- Pay its proportional share of all utilities used in the restaurant, to include gas and electricity, each month to the extent that said total costs are in excess of seven hundred twenty-two dollars (\$722.00).
- Meet in six (6) months to discuss the financial status of the restaurant in order to determine appropriate revisions and adjustments to the lease agreement going forward.

We look forward to meeting with you on Thursday, June 27 at noon at Prime on the Nine Restaurant. If you have any questions or concerns regarding these matters please contact Melissa McCoy, Assistant City Manager at (620) 225-8100 or via email at melissam@dodgecity.org. We appreciate your time and consideration.

Sincerely,

Cherise Tieben, City Manager



Memorandum

*To: City Manager
City Commissioners*

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

Date: January 31, 2019

*Subject: Tri-Party Agreement for Bio-Gas Sales, SS
1601.*

Agenda Item: Consent Calendar

Recommendation: Approve the Tri-Party Agreement for Bio-Gas Sales between the City of Dodge City, Kwik Trip, and World Fuel Services (WFS), parent company of Kinect. City Attorney has reviewed the agreement.

Background: As you recall, the City has an agreement with Kwik Trip to purchase the biogas generated from the municipal digesters. This Biogas qualifies for D3 RINS and the partners all received a portion of the revenue from the sale of the D3 RINS. With the agreement WFS will provide the accounting for the sale and distribution of revenue to the partners.

Justification: With this agreement WFS will provide the accounting for the sale and distribution of revenue from the sale of the brown gas and RINS. The City will still provide the necessary data to determine the amount of brown gas and RINS generated. This information will be sent to WFS on a monthly basis. This will eliminate the need for the marketer to write us a check and then we turn around and write checks back to WFS and KWIK Trip.

Financial Considerations: None at this time.

Purpose/Mission: The completion of this project will enable the City to sell the upgraded bio-gas generated at the South WWTP for another income source for the City.

Legal Considerations: The conditions of the agreement have been reviewed by the City Attorney. After his review, he sees no issues with the agreement.

Attachments: Tri-Party Agreement

TRI-PARTY AGREEMENT

This Tri-Party Agreement (the "Agreement") is made as of January 21, 2019 (the "Effective Date") by and between World fuel Services, Inc., a Texas corporation ("WFS"), Kwik Trip, Inc., a Wisconsin corporation ("Kwik Trip") and Dodge City, Kansas, a Kansas municipality ("Dodge City"), each referred to herein as a "Party" or collectively as the "Parties" to this Tri-Party Agreement.

Recitals:

- A. Dodge City and Kwik Trip are parties to that NAESB Base Contract for the Purchase and Sale of Natural Gas dated March 15, 2017 ("DC-KT NAESB").
- B. Kwik Trip and WFS are parties to that NAESB Base Contract for the Purchase and Sale of Natural Gas dated March 15, 2017 ("KT-WFS NAESB").
- C. The Parties wish to enter into this Agreement to modify the payment terms as contained in Section 7 of the DC-KT NAESB and Section 7 of the KT-WFS NAESB for Gas sales and purchases at the Northern Natural Gas ("NNG") Dodge City Biogas Ford Co Delivery Point.
- D. The Parties agree that no other amendments, changes, or modifications to the DC-KT NAESB or the KT-WFS NAESB are agreed to or contemplated by this Agreement. All other terms and conditions of the DC-KT NAESB and the KT-WFS NAESB remain enforceable and unmodified.
- E. The Parties agree that the modification of the payment terms as provided in this Agreement shall apply solely to the purchase of Gas by Kwik Trip from Dodge City and the sale of Gas by Kwik Trip to WFS at the NNG Dodge City Biogas Ford Co Delivery Point, as evidenced by duly authorized and executed Transaction Confirmations for that Delivery Point. The sale and purchase of Gas by the Parties at any other location shall not be implicated by this Agreement.
- F. The Parties agree that the payment terms as detailed below are not intended to cover a Party's obligations for damages for failures to deliver or receive. Any Party responsible for damages payments pursuant to Section 3 of the relevant NAESB shall make such payments of its own accord and following the terms as provided in the KT-WFS NAESB or DC-KT NAESB, as appropriate.
- G. Capitalized terms not defined herein shall be as defined in the 2006 NAESB Base Contract for the Purchase and Sale of Natural Gas as published by the North American Energy Standards Board, Inc. In the case of any ambiguity or conflict between the payment terms of this Agreement and the KT-WFS NAESB or DC-KT NAESB, as appropriate, the payment terms of this Agreement shall govern.

2. Payment Terms for the NNG Dodge City Biogas Ford Co Delivery Point:

A. This Section 2 shall supersede and replace Section 7 of the DC-KT NAESB and the KT-WFS NAESB for Transaction Confirmations for the NNG Dodge City Biogas Ford Co Delivery Point only.

B. Dodge City shall invoice Kwik Trip for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available. Dodge City shall immediately provide to WFS, and Kwik Trip agrees to such provision, a copy of the aforementioned invoice.

C. WFS shall remit the amount due to Dodge City under Section 2.B, subject to Section 2.D, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by WFS; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

D. If Kwik Trip or WFS, in good faith, dispute the amount of any such invoice or any part thereof, WFS will pay such amount as it concedes to be correct; provided, however, if the Kwik Trip or WFS dispute the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the Parties are unable to resolve such dispute, any Party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

E. If WFS fails to remit the full amount payable when due, subject to Section 2.D, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

F. A Party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made pursuant to the Transaction Confirmations attributable to the NNG Dodge City Biogas Ford Co Delivery Point. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under the DC-KT NAESB or the KT-WFS NAESB. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within six (6) months after the Month of Gas delivery. All retroactive adjustments under this Section shall be paid in full by the Party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

G. Immediately upon WFS payment to Dodge City pursuant to this Section, Kwik Trip shall indemnify and hold harmless WFS from any claims or liabilities of any Party or third party

regarding amounts due and payable under the DC-KT NAESB or the KT-WFS NAESB. Kwik Trip agrees and affirms that Kwik Trip shall not invoice WFS for payment for any Gas sold to WFS at the NNG Dodge City Biogas Ford Co Delivery Point and all Parties acknowledge and agree that WFS payment of the invoice provided in Section 2.B shall relieve WFS of any further payment obligations to any Party.

3. Miscellaneous

- A. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement, the Transaction Confirmations, the DC-KT NAESB, or the KT-WFS NAESB.
- B. This Agreement sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Agreement may be amended only by a writing executed by all Parties.
- C. The interpretation and performance of this Contract shall be governed by the laws of the state of Minnesota, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.
- D. This Agreement and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the Parties, their facilities, or Gas supply, this Agreement, or transaction or any provisions thereof.
- E. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of a Party represents and warrants that it has full and complete authority to do so and that such Party will be bound thereby.
- F. Each Party hereto has participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted communally by the Parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.
- G. The term of this Agreement shall begin on the Effective Date and may be terminated on 30 Days written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transactions applicable to the NNG Dodge City Biogas Ford Co Delivery Point.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

World Fuel Services, Inc.

Name:

Title:

Kwik Trip, Inc.

Name:

Title:

Dodge City, Kansas

Name:

Title:

Memorandum

To: Cherise Tieben, City Manager
From: Nicole May, Assistant Finance Director
Date: January 30, 2019
Subject: Ordinance No. 3703
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No. 3703, which calls for a fourth amendment to the loan agreement with the Kansas Department of Health and Environment and the City of Dodge City for financing of the City's Warrior project (biogas plant).

Background: The City of Dodge City previously approved the initial amendment for the loan on October 13, 2016. Upon completion of the construction of the facility it was noted that there were variances on some of the estimates versus actual costs. This differences netted to an increase of \$382,000. This is the amount requested for this loan amendment.

Justification: The amendment to the loan will provide complete funding for the Warrior project.

Financial Considerations: This loan amendment will increase the principal to a total of \$10,216,150.09 for the Warrior project. The original amendment was for the amount of \$9,834,150.09. The interest rate will remain at 2.58% and the term will not change.

Purpose/Mission: We value progress and growth for the community's future.

Legal Considerations: This ordinance was prepared by KDHE and is identical to the one approved in 2016.

Attachments: Ordinance No. 3703 and Fourth amendment to the loan agreement.

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

ORDINANCE NO. 3703

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

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

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

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

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

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

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

of Project Costs (as said terms are defined in the Loan Act); and

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

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

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

Five separate construction projects will be completed.

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

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

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

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

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

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

WHEREAS, KDHE has informed the Municipality that it has been approved for a

loan in amount of not to exceed Thirty Six Million Ninty Seven Thousand Four Hundred Forty Six Dollars [\$36,097,446.00] (the "Loan") in order to finance the Project; and

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

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

Section 1. Authorization of the Fourth Amendment to the Loan Agreement.

The Municipality is hereby authorized to accept the Loan and to enter into a certain Fourth Amendment to the Loan Agreement, with an effective date of January 11, 2019 with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Fourth Amendment to the Loan Agreement") to finance the Project Costs (as defined in the Fourth Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Fourth Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Fourth Amendment to the Loan Agreement being conclusive evidence of such approval.

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

In accordance with the Loan Act, the obligations under the Loan and the Fourth Amendment to the Loan Agreement shall not be included within any limitation on the

bonded indebtedness of the Municipality.

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

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

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

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

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

[City Attorney]

=====

FOURTH AMENDMENT TO THE
LOAN AGREEMENT

By and Between

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

AND

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

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF SEPTEMBER 22, 2009

AMENDMENT NO.: 4
EFFECTIVE AS OF JANUARY 11, 2019

=====

Fourth Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and Dodge City, Kansas
Effective as of January 11, 2019

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

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

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

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

WHEREAS, this Fourth Amendment to the Loan Agreement is entered into and effective as of January 11, 2019;

THEREFORE, the Loan Agreement is amended as follows:

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

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

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Fourth Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of January 11, 2019.



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

By _____
Secretary

"KDHE"

Date: _____

DODGE CITY, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____

Title:

The "Municipality"

Date: _____

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

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

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

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

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

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

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

- (1) The Authority acknowledges receipt of the Fourth Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Dodge City, Kansas effective as of January 11, 2019;
- (2) The Authority consents to the execution of the Fourth Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By _____
Executive Vice-President

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~Thirty Five Million Seven Hundred Fifteen Thousand Four Hundred Forty Six Dollars [\$35,715,446.00]~~ Thirty Six Million Ninty Seven Thousand Four Hundred Forty Six Dollars [\$36,097,446.00] to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan and the amount of principal forgiveness may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

EXHIBIT B

LOAN REPAYMENT SCHEDULE (See Page 7)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

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

Loan Repayment Schedule

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

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

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

Project Principal: 36,097,446.00
 Interest During Const.: 0.00
 Service Fee During Const.: 0.00
 Gross Loan Costs: 36,097,446.00

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

	Gross Rate: 2.83%	
	Service Fee Rate: 0.25%	1st Payment Date: 3/1/2012
1/11/2019	Loan Interest Rate: 2.58%	Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2012	36,097,446.00	266,021.16	680,121.22	25,777.25	971,919.63	35,417,324.78
2	9/1/2012	35,417,324.78	286,127.64	658,066.45	27,725.54	971,919.63	34,759,258.33
3	3/1/2013	34,759,258.33	294,003.78	649,427.12	28,488.73	971,919.63	34,109,831.21
4	9/1/2013	34,109,831.21	297,343.54	645,763.73	28,812.36	971,919.63	33,464,067.48
5	3/1/2014	33,464,067.48	288,788.82	655,147.40	27,983.41	971,919.63	32,808,920.08
6	9/1/2014	32,808,920.08	280,337.42	664,417.73	27,164.48	971,919.63	32,144,502.35
7	3/1/2015	32,144,502.35	274,352.40	670,982.69	26,584.54	971,919.63	31,473,519.66
8	9/1/2015	31,473,519.66	271,004.74	674,654.74	26,260.15	971,919.63	30,798,864.92
9	3/1/2016	30,798,864.92	264,762.65	513,798.81	25,655.30	804,216.76	30,285,066.11
10	9/1/2016	30,285,066.11	258,889.02	520,241.59	25,086.15	804,216.76	29,764,824.52
11	3/1/2017	29,764,824.52	252,407.58	527,351.08	24,458.10	804,216.76	29,237,473.44
12	9/1/2017	29,237,473.44	283,126.86	493,655.13	27,434.77	804,216.76	28,743,818.31
13	3/1/2018	28,743,818.31	324,364.96	888,439.98	31,430.71	1,244,235.65	27,855,378.33
14	9/1/2018	27,855,378.33	346,473.05	864,189.63	33,572.97	1,244,235.65	26,991,188.70
15	3/1/2019	26,991,188.70	348,186.33	862,310.33	33,738.99	1,244,235.65	26,128,878.37
16	9/1/2019	26,128,878.37	337,062.53	878,471.04	32,661.10	1,248,194.67	25,250,407.33
17	3/1/2020	25,250,407.33	325,730.25	890,901.41	31,563.01	1,248,194.67	24,359,505.92
18	9/1/2020	24,359,505.92	314,237.63	903,507.66	30,449.38	1,248,194.67	23,455,998.26
19	3/1/2021	23,455,998.26	302,582.38	916,292.29	29,320.00	1,248,194.67	22,539,705.97
20	9/1/2021	22,539,705.97	290,762.21	929,257.83	28,174.63	1,248,194.67	21,610,448.14
21	3/1/2022	21,610,448.14	278,774.78	942,406.83	27,013.06	1,248,194.67	20,668,041.31
22	9/1/2022	20,668,041.31	266,617.73	955,741.89	25,835.05	1,248,194.67	19,712,299.42
23	3/1/2023	19,712,299.42	254,288.66	969,265.64	24,640.37	1,248,194.67	18,743,033.78
24	9/1/2023	18,743,033.78	241,785.14	982,980.74	23,428.79	1,248,194.67	17,760,053.04
25	3/1/2024	17,760,053.04	229,104.68	996,889.92	22,200.07	1,248,194.67	16,763,163.12
26	9/1/2024	16,763,163.12	216,244.80	1,010,995.92	20,953.95	1,248,194.67	15,752,167.20
27	3/1/2025	15,752,167.20	203,202.96	1,025,301.50	19,690.21	1,248,194.67	14,726,865.70
28	9/1/2025	14,726,865.70	189,976.57	1,039,809.52	18,408.58	1,248,194.67	13,687,056.18
29	3/1/2026	13,687,056.18	176,563.02	1,054,522.83	17,108.82	1,248,194.67	12,632,533.35
30	9/1/2026	12,632,533.35	162,959.68	1,069,444.32	15,790.67	1,248,194.67	11,563,089.03
31	3/1/2027	11,563,089.03	149,163.85	1,084,576.96	14,453.86	1,248,194.67	10,478,512.07
32	9/1/2027	10,478,512.07	135,172.81	1,099,923.72	13,098.14	1,248,194.67	9,378,588.35
33	3/1/2028	9,378,588.35	120,983.79	1,115,487.64	11,723.24	1,248,194.67	8,263,100.71
34	9/1/2028	8,263,100.71	106,594.00	1,131,271.79	10,328.88	1,248,194.67	7,131,828.92
35	3/1/2029	7,131,828.92	92,000.59	1,147,279.29	8,914.79	1,248,194.67	5,984,549.63
36	9/1/2029	5,984,549.63	77,200.69	1,163,513.29	7,480.69	1,248,194.67	4,821,036.34
37	3/1/2030	4,821,036.34	62,191.37	1,179,977.00	6,026.30	1,248,194.67	3,641,059.34
38	9/1/2030	3,641,059.34	46,969.67	1,196,673.68	4,551.32	1,248,194.67	2,444,385.66
39	3/1/2031	2,444,385.66	31,532.58	1,213,606.61	3,055.48	1,248,194.67	1,230,779.05
40	9/1/2031	1,230,779.05	15,877.05	1,230,779.05	1,538.57	1,248,194.67	0.00
		Totals	8,963,769.37	36,097,446.00	868,582.41	45,929,797.78	

Prepared by DOA, OCFO

Memorandum

*To: City Commissioners
City Manager*
From: Brad Ralph
Date: January 22, 2019
*Subject: Amending Alcohol Ordinances for
Microbrewery and other statutory
updates*
Agenda Item: New Business

Recommendation: Staff recommends approval of multiple amendments and repeals to Chapter III (Beverages) of the Municipal Code.

Background: The majority of Code provisions found in Chapter III were adopted between 35 and 40 years ago. The provisions have served the City well but are in need of several revisions for clarity as well as to accommodate the microdistillery operating in our community. State statutes have made provisions for the addition of microdistilleries and microbreweries over the last several years. While we are making these revisions, we are suggesting that several other repeals and amendments be made that would be thought of as housekeeping.

Justification: These amendments would make two (2) substantive changes to local ordinances. First, the microdistillery would be allowed, consistent with state statute, to sell package liquor on Sundays. Second, the liquor licenses administered by the City would be issued on a biennial basis as opposed to annually to be in line with state statute. The remainder of changes are considered housekeeping.

Financial Considerations: No impact is expected for the City.

Purpose/Mission: Promoting open communications with the Community.

Legal Considerations: There are no significant legal considerations as this policy is in line with current State statute and the City retains sufficient discretion to impose bonding requirements where the situation dictates.

Attachments: 1) Proposed policy provisions (redlined).

ORDINANCE NO. 3704

AN ORDINANCE DEALING WITH CEREAL MALT BEVERAGE AND ALCOHOLIC LIQUOR ALL ARTICLES; AND AMENDING AND REPEALING CERTAIN SECTIONS OF CHAPTER III OF THE CODE OF THE CITY OF DODGE CITY, KANSAS

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

Section 1: Section 3-101 of the Code of the City of Dodge City is hereby amended to read as follows by adding subsection (l) and amending subsection (j) and (k):

3-101. DEFINITIONS. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purposes of this Chapter, have the meanings indicated in this section.

- (a) Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.
- (b) Alcoholic Liquor means alcohol, spirits, wine, and beer, as well as every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a person, but shall not include any cereal malt beverage.
- (c) Caterer means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit selling alcoholic liquor in accordance with the terms of such temporary permit.
- (d) Cereal Malt Beverage means any fermented but undistilled liquor brewed or made from a malt or a mixture of malt or malt substitute, but shall not include any such liquor which contains more than three and two-tenths percent (3.2%) alcohol by weight.
- (e) Class "A" Club means a premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the State of Kansas, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.

- (f) Class "B" Club means a premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic liquor and for entertainment.
- (g) Club means a Class "A" or Class "B" Club.
- (h) Conditional License means a license authorizing the sale, service or consumption of cereal malt beverage on City-owned property, which contains the terms and conditions under which sale, service or consumption of such cereal malt beverage may occur as established by the City Commission motion.
- (i) Drinking Establishment means a premises which is open to the general public, where alcoholic liquor is sold by the individual drink.
- (j) General Retailer means a person, partnership or corporation who has a license to sell cereal malt beverages at retail. General Retailer does not include a Microdistillery.
- (k) Limited Retailer means a person, partnership or corporation who has a license to sell cereal malt beverages at retail only in original and unopened containers and not for consumption on said retailer's premises. Limited Retailer does not include Microdistillery.
- (l) Microdistillery means a facility which produces spirits from any source or substance that is licensed by the director to manufacture, store and sell spirits.
- (m) Place of Business means any place at which cereal malt beverages or alcoholic liquor or both are sold.
- (n) Temporary Permit means a permit, issued in accordance with the laws of the State of Kansas, which allows the temporary permit holder to offer for sale, sell and serve alcoholic liquor for consumption on an unlicensed premises, open to the general public.
- (o) Wholesaler or Distributor means any individual, firm, partnership, corporation and association which sells or offers for sale any beverage referred to in this Chapter, to persons, partnerships, corporations or associations authorized by this Chapter to sell cereal malt beverages at retail.

Section 2: Section 3-102 of the Code of the City of Dodge City is hereby amended to read as follows:

3-102. PUBLIC SALE.

- (a) It shall be unlawful for any person to sell, serve or dispense any cereal malt beverage or alcoholic liquor in any public place not licensed to sell, serve or dispense such beverage at such public place within or under the jurisdiction of the City.

(b) For purposes of this section, the term "public place" shall include upon any street, public thoroughfare, public parking lot or any privately owned parking area made available to the public generally, within any parked or driven motor vehicle situated in any of the aforesaid places or upon any property owned by the State or any governmental subdivision thereof unless such property is leased to others under K.S.A. 12-1740 et seq., if the property is being used for hotel or motel purposes or purposes incidental thereto or is owned or operated by an airport authority created pursuant to Chapter 27 of the Kansas Statutes Annotated.

(c) The prohibition against sale, service or consumption of cereal malt beverages or alcoholic liquor shall not apply to the Hoover Pavilion in Wright Park when Hoover Pavilion is leased for a private function which the City Manager determines is not open to the general public, or when leased to a not-for-profit tax exempt civic club or organization in conjunction with a banquet or dinner sponsored by such club or organization, admission to which is gained by a ticket sold prior to the event and the proceeds of which go to support the club or organization's civic projects. Such lease may contain additional restrictions or conditions relating to the dispensing and consumption of cereal malt beverages or alcoholic liquor as the City Manager deems appropriate under the circumstances.

(d) The prohibition against sale, service or consumption of cereal malt beverage or alcoholic liquor shall not apply to the Dodge City/Ford County Events Center, Mariah Hills Golf Course and Clubhouse, Dodge City Raceway Park, Legends Park, Cavalier Field, or other city-owned property as determined from time to time by duly adopted motion of the City Commission, if a proper and appropriate conditional license establishing the terms and conditions under which such sale, service or consumption may occur has been issued for said location by the City Clerk.

Section 3: Section 3-202A of the Code of the City of Dodge City is hereby amended to read as follows:

3-202A. SAME; ADDITIONAL APPLICATION PROCEDURES.

(a) Each application for a General Retailer and Limited Retailer license shall be accompanied by a certificate from the City certifying that the premises to be licensed has been inspected and complies with the provisions of the City zoning, building, fire, and property maintenance laws. (ORD. 3337)

(b) Each application for a license under this article must be accompanied by a certificate from the City certifying that he or she has inspected the premises to be licensed and that the same complies with the provisions of chapter 7 of this Code.

(c) Each application shall be accompanied by a statement, signed by the applicant, authorizing any governmental agency to provide the City with any information pertinent to the application. One copy of such application shall immediately be transmitted to the Chief of Police of the City for investigation of the applicant. It shall be the duty of the Chief of Police to investigate such applicant to determine whether he or she is qualified as a licensee under the provisions of this Chapter. The Chief of Police shall

report to the City Clerk not later than five working days subsequent to the receipt of such application. The application shall be scheduled for consideration by the governing body at the earliest meeting consistent with current notification requirements.

(d) All applications for a new license shall be submitted to the City Clerk 10 days in advance of the governing body meeting at which they will be considered.

(e) The governing body will not consider any application for a new or renewed license that has not been submitted 10 days in advance and been reviewed by the above City departments.

(f) An applicant who has not had a cereal malt beverage license in the City shall attend the governing body meeting when the application for a new license will be considered.

Section 4: Section 3-303 of the Code of the City of Dodge City is hereby amended to read as follows:

3-303. OCCUPATIONAL FEES. Biennial fees shall be charged and collected before any license shall be issued under the provisions of this Article. The fees enumerated in Article 9 of Chapter I shall in lieu of all other occupation fees.

Section 5: Section 3-305 of the Code of the City of Dodge City is hereby amended to read as follows:

3-305. DURATION. Every license issued under this Article shall be valid for the calendar year in which the same was issued as well as the immediately following calendar year.

Section 6: Section 3-307 of the Code of the City of Dodge City is hereby amended to read as follows:

3-307. DAYS AND HOURS OF SALE. No holder of a license for the sale in the City of alcoholic liquor by the package, except for a microdistillery, shall sell at retail any alcoholic liquor:

- (a) on Sunday
- (b) on Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, or
- (c) before 9:00 a.m. or after 9:00 p.m. on weekdays and before 9:00 a.m. or after 10:00 p.m. on Saturdays or the day before holidays on any day when the sale is permitted.

Section 7: Section 3-401 of the Code of the City of Dodge City is hereby amended to read as follows:

3-401. OCCUPATION TAX.

(a) There is hereby levied a biennial occupation tax in an amount set in Chapter I, Article 9 of this Code on each class "A" and each Class "B" private club located in the City which has a Class "A" or Class "B" private club license issued by the State Director of Alcoholic Beverage Control. Said tax shall be paid before business is begun under an original state license and within five (5) days after any renewal of a state license.

(b) A holder of a license for a Class "A" or Class "B" club issued by the State Director of Alcoholic Beverage Control shall present such license when applying to pay the occupation tax levied herein and the tax shall be received and receipt issued for the calendar year by the City Clerk.

(c) The occupation tax levied herein shall be due on or before the commencement of business and endure from its date of issuance for two (2) calendar years. The occupation tax shall not be refundable upon cessation of business or for any reason and shall be charged in full regardless of the time the application to the City is made.

(d) Every licensee under this Article shall cause the City Class "B" club occupation tax receipt to be placed in plain view next to or below the state license in a conspicuous place on the licensed premises.

Section 8: Section 11-102 of the Code of the City of Dodge City is hereby repealed.

Section 9: Section 3-105 of the Code of the City of Dodge City is hereby repealed.

Section 10: Section 3-206(c) of the Code of the City of Dodge City is hereby repealed.

Section 11: Section 3-208 of the Code of the City of Dodge City is hereby repealed.

Section 12: Section 3-211 of the Code of the City of Dodge City is hereby repealed.

Section 13: Section 3-211A of the Code of the City of Dodge City is hereby repealed.

Section 14: Section 3-212 of the Code of the City of Dodge City is hereby repealed.

Section 15: Section 3-213 of the Code of the City of Dodge City is hereby repealed.

Section 16: Section 3-218 of the Code of the City of Dodge City is hereby repealed.

Section 17: Section 3-219 of the Code of the City of Dodge City is hereby repealed.

Section 18: Section 3-405 of the Code of the City of Dodge City is hereby repealed.

Section 19: Section 3-406 of the Code of the City of Dodge City is hereby repealed.

Section 20: Section 3-408 of the Code of the City of Dodge City is hereby repealed.

Section 21: Section 3-409 of the Code of the City of Dodge City is hereby repealed.

Section 22: Section 3-412 of the Code of the City of Dodge City is hereby repealed.

Section 23: This ordinance shall be effective on _____, 2019, and following the publication of the summary ordinance once in the official city newspaper.

Mayor

Attest:

Nannette Pogue, City Clerk

Memorandum

*To: City Commissioners
City Manager*

From: Brad Ralph, City Attorney

Date: January 22, 2019

*Subject: Repeal outdated ordinance requiring
certain firearm recording*

Agenda Item: New Business

Recommendation: Repeal City Code section 11-204 which required information to be reported to the police department for sales of certain firearms.

Background: City Code 11-204 has been in place since 1986

Justification: The Code section is ambiguous and unnecessary at current.

Financial Considerations: None.

Purpose/Mission: The recommended repeal will continue the City's vigilance to ensure that the Municipal Code is fair and accurate, without unnecessary content.

Legal Considerations: The City will maintain a current and accurate Municipal Code with this action.

Attachments: None.

ORDINANCE NO. 3705

AN ORDINANCE REPEALING CHAPTER XI ARTICLE 2 SECTION 204 OF THE DODGE
CITY CODE RELATING TO FIREARM REGISTRATION

Be it ordained by the Governing Body of the City of Dodge City, Kansas;

Section 11-204 of the Code of the City of Dodge City is hereby repealed.

This Ordinance shall take effect upon its publication in the official City newspaper as provided by law.

PASSED AND APPROVED by the Governing Body of the City of Dodge City, Kansas this
___st day of January, 2019.

Mayor

ATTEST:

City Clerk

Memorandum

*To: City Commissioners
City Manager*

From: Brad Ralph, City Attorney

Date: January 22, 2019

*Subject: Adoption of Ordinance prohibiting
Pedestrians in Designated Roadways*

Agenda Item: New Business

Recommendation: Approve the adoption of the proposed ordinance prohibiting pedestrians from entering or remaining upon designated roadways for purpose of soliciting contributions of money or goods.

Background: During the past nine months the City has had numerous concerns voiced as to traffic impediments occurring as a result of persons entering roadways to solicit and/or accept money and/or goods from passing motorists. These occurrences jeopardize the health, safety and welfare of the citizens and visitors of the community. The proposed new sections to the City Code will provide for the safe and orderly use of our roadways by both vehicular and pedestrian traffic.

Justification: Traffic and pedestrian safety require that the City implement fair and equitable restrictions on pedestrians entering designated roadways for purposes other than traversing the City.

Financial Considerations: None anticipated.

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

Legal Considerations: The City has considered the interests of residents and visitors to the community as it drafted the prohibitions so as to address the traffic safety concerns while not infringing on the rights of the public.

Attachments: The proposed Ordinance is attached showing the additions to the City Code.

Ordinance No. 3706

An Ordinance establishing a Chapter XI, Article 7 of the Code of the City of Dodge City. Entering or Staying Upon a Designated Roadway is Prohibited.

Be it ordained by the Governing Body of the City of Dodge City, Kansas:

Section 1: A Chapter XI, Article 7 of the Code of the City of Dodge City is hereby adopted to read as follows:

Chapter XI PUBLIC OFFENSES

Article 7. Pedestrians on Designated Roadways

Sec. 7-101.—Entering or Staying Upon a Designated Roadway is Prohibited.

(a) It shall be unlawful for any person to go upon any designated roadway or remain alongside any designated roadway and approach a vehicle stopped on the roadway or attempt to attract the attention of the driver or occupant of a motor vehicle for the purpose of inducing the driver of the motor vehicle to remain stopped, slow or stop the vehicle on the designated roadway to facilitate a transfer of anything from the driver or occupant of the vehicle to the pedestrian or the transfer of anything by the pedestrian to the driver or occupant.

(b) No person shall be upon the median of a designated roadway unless that person is in the process of crossing the roadway.

(c) No person shall activate a pedestrian crosswalk signal for any purpose other than to stop traffic to allow such person to cross the roadway.

(d) No driver or operator of a motor vehicle shall park, stop or leave standing a vehicle on a designated roadway for the purpose of responding to persons violating Subsections (a), (b) or (c).

(e) Exceptions:

This Article does not apply to:

(1) Persons in or upon public or private parking lots, alleys, private roads or residential property;

(2) Persons using a crosswalk to cross the roadway;

(3) Persons engaged in law enforcement, emergency or rescue activities, including providing assistance to an injured or disabled vehicle or person;

(4) Persons entering a vehicle as an invited passenger where it is lawful to do so, including public transportation services;

(5) Persons engaged in the repair or maintenance activities of the highway under the direction of the City of Dodge City or State of Kansas;

(6) Streets or portions thereof that have been closed pursuant to express authorization from the City to include but not be limited to: community events and parades;

(7) Persons entering the roadway for the purpose of conducting business with an ice cream vendor properly licensed pursuant to of the Code of the City of Dodge City.

(f) Definitions: For purposes of this section the term “designated roadway” means:

Wyatt Earp Boulevard
Fourteenth Avenue
Trail Street
Central Avenue from Comanche Blvd north to Hwy 50
Hwy 50
Second Avenue south from Wyatt Earp Blvd to south city limit
Hwy 56

For purposes of this Section the term “designated Roadway” will also mean seventy-five feet (75’) of any roadway immediately adjacent to and intersecting with the roadways listed above.

Sec. 8-405. - —Penalties.

Any person who violates the provisions of the preceding section is guilty of a misdemeanor. Upon a conviction, a person shall be sentenced to a fine not to exceed five hundred dollars (\$500.00) and/or imprisonment not to exceed thirty (30) days.

Section 3: This ordinance shall take effect following its publication in the official City paper as required by law.

Passed by the Governing Body of the City of Dodge City in regular session and approved by the Mayor this 4th day of February, 2019.

E. Kent Smoll, Mayor

Attest:

Nannette Pogue, City Clerk

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: January 29, 2019
Subject: Commission Appointments
Agenda Item: New Business

Recommendation: The Commission should appoint:

- a. two (2) Commission members to serve on the Dodge City/Ford County Development corporations Board of Directors,
- b. one (1) Commissioner to the Dodge City YMCA Local Board,
- c. one (1) Commissioner to the Dodge City YMCA Corporate Board, and
- d. one (1) Commissioner to the Community Facilities Advisory Board.

Background: The Commission is allowed to appoint Commission members to a variety of Boards in accordance with the bylaws of those entities, management agreements and the interlocal agreement governing Why Not Dodge funds.

Justification: As a result of financial contributions provided by the City of Dodge City to various entities, the Commission is afforded the opportunity to be represented by voting members on these Boards.

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: None

Memorandum

To: City Commission

CC: City Manager Cherise Tieben

From: Abbey Martin, Public Information Specialist

Date: January 31, 2019

Subject: Recycling Advisory Board – Vacant Position

Agenda Item: New Business

Recommendation: Staff recommends the appointment of Jeff Forrest to fill a vacancy on the Recycling Advisory Board.

Background: The Recycling Advisory Board had a vacancy due to the resignation of Kennedy St. George in January 2019. By Ordinance, this Board has seven members serving staggered three year terms. The Recycling Advisory Board is responsible for overseeing operations of the recycle center and recycling programs. As an affiliate of Keep America Beautiful, Inc., the Board advises and initiates programs relating to litter, beautification, and neighborhood cleanups and graffiti abatement. The term of this vacant position will expire Jan. 31, 2020 with the opportunity for reappointment to a full three-year term.

Justification: The appointment of Jeff Forrest will bring the Recycling Advisory Board to the required seven members.

Financial Considerations: None.

Purpose/Mission: Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None.

Attachments: None

Memorandum

To: City Commission

CC: City Manager Cherise Tieben

From: Assistant City Manager/Pubic Affairs Melissa McCoy

Date: January 31, 2019

Subject: Community Facility Advisory Board – Vacancies

Agenda Item: New Business

Recommendation: Staff recommends the following appointments of Michael Martinez, Martha Mendoza and Hugo Rodela to fill the vacancies on the Community Facility Advisory Board (CFAB).

Background: The Community Facility Advisory Board had three vacancies due to the following:

- Paul Yaroslaski resigned from the board in December of 2018 and had one year remaining on his term.
- Christa Roy's first, three year term came to end and she decided not to seek reappointment.
- Michael Martinez's three year term came to an end and he is interested in serving another three year term. Mr. Martinez previously finished a one year term for a board member that was unable to complete his term.
- The Community Facilities Advisory Board was created to develop, plan, coordinate, initiate, oversee and provide advice and recommendations concerning the location, acquisition, construction, completion and operations of the 'Why Not Dodge' projects.
- The Committee consists of six at-large members, the Chairperson of the Board of Directors of the Dodge City / Ford County Development Corporation or his/her designee and ex-officio representation from the City and County Commissions

Justification: The appointments of Michael Martinez to his second three year term which will expire January 31, 2022, Martha Mendoza to her first three year term which will expire January 31, 2022 and Hugo Rodela to complete Paul Yaroslaski's remaining one year term expiring January 31, 2020 will bring the Community Facility Advisory Board to the required seven members.

Financial Considerations: None.

Purpose/Mission: Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None.

Attachments: None