

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Tuesday, September 3, 2019

7:00 p.m.

MEETING #5133

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Dusty Cookson of First Christian Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Walk to End Alzheimer's Month Proclamation

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, August 19, 2019;
2. Appropriation Ordinance No.17, September 3, 2019;
3. Cereal Malt Beverage License:
 - a. Comfort Suites, 2700 W. Wyatt Earp Blvd.

ORDINANCES & RESOLUTIONS

Ordinance No. 3724: An Ordinance Repealing Chapter XII Article 2 of the Dodge City Code Relating to Dodge City Civic Center. Report by City Attorney, Brad Ralph.

Resolution 2019-19: A Resolution in Support of an Application for Funding Through the Moderate Income Housing Program Offered Through the Kansas Housing Resources Corporation to be Utilized for the Abandoned Housing Program in Dodge City, Kansas. Report by Special Projects Coordinator, Mollea Wainscott.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Prime on the Nine Agreement. Report by Assistant City Manager/Public Affairs, Melissa McCoy.
2. Approval of Voting Delegates and Alternates to the League of Kansas Municipalities. Report by City Clerk/Finance Technician, Connie Marquez.
3. Approval of Proposal and Change Order #1 for the National Beef Processors Wastewater System Improvements. Report by Director of Engineering, Ray Slattery.
4. Approval of Architecture Services for CREW Building Project. Report by Director of Engineering, Ray Slattery.
5. Approval of Christmas Tree Partnership. Report by Assistant City Manager/Public Affairs, Melissa McCoy.

OTHER BUSINESS

ADJOURNMENT

WALK TO END ALZHEIMER'S MONTH PROCLAMATION

WHEREAS, 53,000 Kansans have Alzheimer's disease; and 5.7 million people in the United States have Alzheimer's disease; and

WHEREAS, every 65 seconds someone is diagnosed with Alzheimer's disease; and

WHEREAS, from 2000-2015 deaths from Alzheimer's disease increased more than 123 percent; and

WHEREAS, the direct and indirect cost of Alzheimer's and other dementias amount to more than \$277 billion annually; and

WHEREAS, the State of Kansas and the City of Dodge City are supportive of individuals and their families who struggle daily with this disease and encourage continued education, dissemination of information, and research to find a cure and help them through the disease;

WHEREAS, the local Alzheimer's Association will be hosting a Walk to End Alzheimer's on the morning of Saturday, September 14th at Wright Park; and

NOW, THEREFORE, on this date, I, BRIAN DELZEIT, MAYOR OF DODGE CITY, KANSAS, do hereby recognize September 2019 as

Walk to End Alzheimer's Month

and call this observance to the attention of all of our citizens.

Dated this September 3, 2019

*Brian Delzeit, Mayor
City of Dodge City*

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, August 19, 2019
7:00 p.m.
MEETING #5132

CALL TO ORDER

ROLL CALL Mayor Brian Delzeit, Commissioners, Jan Scoggins, Joyce Warshaw, Rick Sowers present. Commissioner Kent Smoll joined via telephone.

INVOCATION by Father Wesley Schawe of Cathedral of Our Lady of Guadalupe Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Brian Delzeit opened the Public Hearing on the 2020 Budget.

Nicole May, Assistant Finance Director, reported on the proposed 2020 Budget. A public notice was published in the Dodge City Daily Globe on August 10, 2019 notifying the public of the public hearing. No public comment was heard.

Mayor Brian Delzeit closed the Public Hearing.

APPROVAL OF AGENDA

Mayor Brian Delzeit amended the agenda with four changes:

1. Adding the American Legion Day Proclamation
2. Change Resolution 2019-18 to a more traditional format
3. Remove the business that was under unfinished business leaving no unfinished business, and
4. Adding item number five under new business, the sale of Bio-Gas as new business.

Commissioner Jan Scoggins moved to approve the agenda with the changes made. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

Commissioner Kent Smoll left the meeting via telephone.

PETITIONS & PROCLAMATIONS

Mayor Brian Delzeit read the Community Supporting Breastfeeding Proclamation and proclaimed Dodge City, Kansas as a Community Supporting Breastfeeding and encourage all citizens to support breastfeeding families wherever and whenever possible.

Brenda Brandy Executive Director of the Kansas Breast Feeding Coalition congratulated Dodge City for becoming one of the 28 communities in our state that have met the criteria for this designation to support breast feeding.

Ashley Smith spoke on behalf of the Ford County Breast Feeding Coalition and thanked Dodge City for proclaiming Dodge City as a supporting community of breast feeding.

Mayor Brian Delzeit read the American Legion Day Proclamation and proclaimed August 15th, 2019 as the American Legion Day.

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).

Father Wesley Shawe spoke about recycling. Would like to see the city consider an increased commitment to recycling.

Troy Brown introduced the Zoo Logo Contest Winner, Rachel Knowles. Joy Aby President of Friends of the Zoo thanked Rachel for supporting the zoo and presented her with an award.

Cris Smith voiced concerns about the refrigeration warehouse going in on McCaustland Road near her home.

Calvin Carey asked what the budget was on street improvements in north Dodge City. He has concerns on the maintenance of the streets and feels more money should be put in the budget for street improvements.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, August 5, 2019;
2. Appropriation Ordinance No.16, August 19, 2019;
3. Cereal Malt Beverage License:

Commissioner Jan Scoggins moved to approve the agenda as presented. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3722: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Lots Located at 804 and 806 First Avenue, rezoning from R-3 Residential Higher Density, to C-1, Commercial Downtown was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.

Ordinance No. 3723: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Lots Located at 135, 137, and 139 Cottonwood Avenue, and 1201, 1203, 1305, 1407, 1409 and 1411 Park Street, rezoning from R-2 Residential Medium Density, to C-2, Commercial Highway was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.

Resolution No. 2019-18: A Resolution authorizing the City Manager to Sign the Project Programming Request from Kansas Department of Transportation was approved on a motion by Commissioner Jan Scoggins. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the bid from American Implement for a John Deere 4066R Tractor in the amount of \$36,393.58 for Mariah Hills Golf Course Maintenance. Commissioner Jan Scoggins seconded the motion. The motion carried 4 – 0.
2. Commissioner Jan Scoggins moved to approve the bid from Bell Electric in the amount of \$58,480 for 43 exterior light fixtures for the United Wireless Event Center Complex. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.
3. Commissioner Jan Scoggins moved to approve the bid from Building Solutions in the amount of \$384,670 for the reconstruction for the Avenue K and Military Avenue RCB replacement. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 - 0.
4. Commissioner Rick Sowers moved to adopt the 2020 Budget with 46.294 mills. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 - 0.
5. Commissioner Rick Sowers moved to approve the sale of all gas produced at the Warrior Project at OCI pending recommendations from the marketer Kinect until such time that RIN values increase. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.

OTHER BUSINESS

Reports from Staff and City Commissioners

ADJOURNMENT

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

Mayor

ATTEST:

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 Ford County

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): 45-5296923

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation <u>Paramount Hospitality</u>	Principal Place of Business <u>2700 West Wyatt Earp Blvd</u>		
Corporation Street Address <u>229 West pancake dr</u>	Corporation City <u>Dodge City</u>	State <u>KS</u>	Zip Code <u>67801</u>
Date of Incorporation <u>2014</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>Rohit Bombaywala</u>	Phone No. <u>620-801-4500</u>		
Residence Street Address <u>229 West pancake Dr.</u>	City <u>Liberal</u>	State <u>KS</u>	Zip Code <u>67901</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Comfort Suites</u>	Name
Business Location Address <u>2700 West Wyatt Earp Blvd</u>	Address
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620-801-4500</u>	<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s)	

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>Rohit Bombaywala</u>	Position <u>President</u>	Date of Birth <u>1/30/67</u>
Residence Street Address <u>229 West pancake dr.</u>	City <u>Liberal</u> State <u>KS</u>	Zip Code <u>67901</u>
Spouse Name	Position	Date of Birth
Residence Street Address	City State	Zip Code
Name	Position	Date of Birth
Residence Street Address	City State	Zip Code
Spouse Name	Position	Age
Residence Street Address	City State	Zip Code
Name	Position	Date of Birth
Residence Street Address	City State	Zip Code
Spouse Name	Position	Age
Residence Street Address	City State	Zip Code

Memorandum

*To: City Commissioners
City Manager*
From: Brad Ralph, City Attorney
Date: September 3, 2019
*Subject: Repeal outdated ordinance regarding
management of the Civic Center*
Agenda Item: New Business

Recommendation: Repeal City Code Chapter XII Article 2 which provided certain directives related to management of the Dodge City Civic Center.

Background: The City transferred ownership of the Civic Center to the U.S.D. No. 443 several years ago.

Justification: The Code Chapter is no longer necessary.

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. 3724

AN ORDINANCE REPEALING CHAPTER XII ARTICLE 2 OF THE DODGE CITY CODE
RELATING TO DODGE CITY CIVIC CENTER

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

Chapter XII Article 2 (Civic Center) 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 3rd day of September, 2019.

Mayor

ATTEST:

City Clerk

Memorandum

*To: City Manager
City Commissioners*

*From: Mollea Wainscott
Special Projects Coordinator*

Date: 09/03/19

*Subject: Resolution in Support of Application
Funding Through the MIH Program*

Agenda Item: Resolution No. 2019-19

Recommendation: Staff recommends the approval of Resolution No. 2019-19 which indicates the City of Dodge City's support of the Community Housing Association of Dodge City's (CHAD) application to the Kansas Housing Resources Corporation (KHRC) for funding through the Moderate Income Housing (MIH) Program.

Background: In April 2018, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The MIH Program allows applicants to apply for loans or grants for infrastructure necessary to support housing or actual housing development of moderate income housing in rural areas.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through the MIH program offered through the KHRC for development of housing targeted towards moderate income units.

Financial Considerations: None at this time.

Purpose/Mission: This resolution will assist Staff in supporting CHAD who is working to bring much needed housing opportunities to our community, therefore, improving the quality of life for our citizens.

Legal Considerations: None.

Attachments: Resolution No. 2019-19

RESOLUTION NO. 2019-19

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE KANSAS MODERATE INCOME HOUSING PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION TO BE UTILIZED FOR THE ABANDONED HOUSING PROGRAM IN DODGE CITY, KANSAS

WHEREAS, the City of Dodge City, Kansas has received a request from the Community Housing Association of Dodge City ("CHAD") reflecting its desire to submit a Moderate Income Housing application in partnership with the City of Dodge City, Kansas; and,

WHEREAS, the Moderate Income Housing application is prepared and ready to be filed with the Kansas Housing Resources Corporation for the Abandoned Housing Program; and,

WHEREAS, the City of Dodge City, Kansas updated a Community Housing Assessment Report in 2018 which indicates the continued need for owner-occupied and renter-occupied housing.

THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support, approval, coordination and partnership with CHAD and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Moderate Income Housing Program for the aforesaid housing project in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

ADOPTED by the City Commission this 3rd day of September, 2019.

APPROVED AND SIGNED by the Mayor this 3rd day of September, 2019.

City of Dodge City, KS

Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk



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 City Manager

Date: September 3, 2019

Subject: Prime on the Nine Lease and Operations Agreement

Agenda Item: New Business

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

Background: City Administration met with the owners on August 9, 2019 to review current financials and discuss the lease agreement. It was determined at this meeting that the City would increase the rent by 10% effective in October 1, 2019 and would meet in six months to review the financial status of the restaurant.

Justification: The lease and operations agreement has been updated in accordance with the current needs of the City and the Company as well as to reflect the change in ownership. 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 reflects a 10% increase raising the monthly rent to \$1650 to per month. Other costs include \$722 a month to cover utility costs. The City retains 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 are 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 terms of the lease agreement will supersede all previous agreements and the agreement has been reviewed by the City Attorney.

Attachments: HHPOC, LLC Lease and Operations Agreement

**PRIME ON THE NINE RESTAURANT
LEASE AND OPERATIONS AGREEMENT**

THIS LEASE AND OPERATIONS AGREEMENT (this "Lease"), made this _____ day of September, 2019, by and between the CITY OF DODGE CITY, KANSAS, a municipal corporation (the "City"), and HHPON LLC, (the "Tenant") (collectively the "Parties").

WITNESSETH:

WHEREAS, the City is the owner of improved real property located at the Mariah Hills Golf Course (MHGC), Dodge City, Ford County, Kansas; and,

WHEREAS, the Tenant desires to lease from the City, space in the MHGC Clubhouse, commonly known as the Pro Shop; and,

WHEREAS, the City and the Tenant desire to enter into this Lease setting forth the terms and conditions of the agreement between the parties for lease of space and operation of a restaurant and catering business.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **PREMISES.** The City does hereby grant, lease, and rent to the Tenant for its exclusive use and occupancy as a restaurant and food preparation kitchen, that portion of the Pro Shop structure occupying the Main (top) Floor situated at the MHGC, as more particularly detailed as the highlighted area on the map marked Exhibit A, attached hereto and incorporated herein, consisting of approximately three thousand, eight hundred (3800) square feet of occupiable space (the "Restaurant Premises"). Further, the City hereby grants to the Tenant the exclusive authorization and right to seek and obtain appropriate licensure for the sale and consumption of cereal malt/alcoholic beverages on the Restaurant Premises, the lower level meeting room of the Pro Shop structure and the adjacent golf course, cumulatively to be known hereafter as the "Leased Premises". The Parties acknowledge and agree that the restaurant operated by the Tenant shall be known as Prime on Nine.

2. **TERM/TERMINATION.** The term of this Lease will be for a period of six (6) months (the "Initial Term") . Thereafter , this Lease will automatically renew for four (4) consecutive six (6) month terms (the "Renewal Terms"), unless either Party gives written notice of termination to the other Party, not less than thirty (30) days prior to the end of the Initial Term or any of the Renewal Terms.

The Parties acknowledge that at the time of termination of this Lease, whether by mutual agreement of the Parties or otherwise, the City shall have sole ownership rights to the name "Prime on the Nine" in the continued operation of a restaurant at the MHGC, whether or not said operation is continued.

3. **RENT.** The Tenant shall pay to the City as monthly rental for the Leased Premises the amount of One Thousand Six Hundred Fifty Dollars on the 1st day of each month beginning on October 1, 2019. Said rent is payable at City Hall.

Proceeds from beer sales transacted by the Mariah Hills golf pro shop on behalf of Tenant shall be retained by City and credited to Tenant's account for any rents and charges due as outlined with this agreement. The City will retain three (3) percent of the total credit card sales for alcohol to cover the credit card and other fees.

4. Tenant shall pay rent to the City by the 10th of each month, for the preceding month, with the first payment due by the 10th day of the month following the month. If Tenant fails to pay rent on or before the 10th day of each month, a late fee of five percent (5%) of the monthly rent shall be assessed by the City and due from the Tenant. All payments shall be made to the City of Dodge City, Kansas.

CONDITION OF PREMISES. The Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

5. **USE OF PREMISES.** The Tenant intends to use the Leased Premises for the operation of a restaurant. Lease of the Leased Premises by the City to the Tenant is expressly conditioned upon the requirement that the Tenant maintain a restaurant open to the public in compliance with the terms set forth in the following section (Hours of Operation).

6. **HOURS OF OPERATION.** Tenant agrees to operate the restaurant, open to the public, from at least 11:00 a.m. to 2:00 p.m. and 4:00 p.m. to 9:00 p.m., Monday through Thursday, and on Friday and Saturday from 11:00 a.m. to 10:00 p.m. Tenant shall have the option to operate the restaurant for hours in excess of the hours set forth herein.

7. **TAXES.** The Tenant shall pay all taxes and assessments levied against personal property owned by the Tenant and located on the Leased Premises. The Parties acknowledge that the Leased Premises is exempt from ad valorem taxes at the present time as it is owned by the City, however, the Parties agree that if the City is compelled at a later date to pay ad valorem taxes on the Leased Premises, such taxes will be assessed to and shall be paid by the Tenant on a pro-rata basis as determined by the square footage leased by the Tenant compared to the total square footage of the real property subject to ad valorem taxes.

8. **MAINTENANCE.** The City will be responsible for all necessary major repairs (\$500 or more) to the basic structure of the Leased Premises, including the foundation, building supports, exterior walls, roof, plumbing, heating and air conditioning, and electrical systems, but excluding, any repairs which must be made as a result of damages caused by any acts or omissions of the Tenant, its employees or agents. The Tenant shall pay for minor repairs (less than \$500) to the Leased Premises. The Tenant shall provide janitorial services and janitorial supplies for the Leased Premises.

9. **DUTIES AND RESPONSIBILITIES OF TENANT.** The Tenant shall not terminate its restaurant business during the term of this Lease. Termination of restaurant business activity by Tenant shall be deemed to be a default and breach of this Lease Agreement, in spite of the fact that Tenant may continue to make rent payments hereunder, and City shall have the right, without notice, to immediately declare this Lease breached by the Tenant if such period of termination exceeds thirty days.

The Tenant further agrees to the following terms and conditions in the renovation and operation of its restaurant and catering businesses:

- (a) Store all trash and refuse in appropriate containers within the Leased Premises and to attend to the daily disposal thereof in the manner and place designated by the City. The Tenant shall not burn any trash or rubbish in or from the Leased Premises or anywhere else within the confines of the MHGC, nor shall the Tenant operate a garbage grinder without the City's prior written consent. The Tenant will not dispose of any hazardous waste material on the Leased Premises or use the Leased Premises in any manner that would

be in violation of state or federal environmental laws.

- (b) Not erect or maintain, nor permit to be erected or maintained, at its place of business in the MHGC, any signs, advertisements, notices, or other lettering, without obtaining in advance the prior written consent and approval of the City.
- (c) Maintain the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests. The City agrees to have the Leased Premises serviced by a pest exterminator at such intervals as the City may reasonably require, and the City will be financially responsible for paying for these services.
- (d) Receive and deliver goods and merchandise only in the manner and in such areas as may be designated by the City.
- (e) Not perform any act or carry out any practice that may injure the Leased Premises or any part of the MHGC, or cause any offensive odors or loud noise, or constitute a nuisance to any other tenant or the general public at MHGC.
- (f) Conform to and comply with any and all laws, rules, regulations, and operating standards which have been heretofore, or which may be hereafter adopted, by any governmental authority having jurisdiction, including the City. The Tenant further agrees to procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.
- (g) Not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage to plumbing facilities or the sewer system, shall be borne by the Tenant, if the Tenant, or its employees, agents, or invitees caused such problem.
- (h) Keep the Leased Premises in such condition and repair so as to enable it to pass any City, Ford County, or Kansas Department of Agriculture, Food Safety and Lodging or restaurant inspection. If the Tenant fails to operate the Prime on the Nine in a commercially reasonable and safe manner so as to fail an inspection two (2) or more times within a twelve (12) month period, the City will have the right to immediately declare this Lease terminated by furnishing written notice to the Tenant.
- (i) Require management and employees to work in proper attire and with good hygiene. The Tenant's employees shall be clean, courteous, efficient, and neat in appearance. The Tenant shall not employ any person or persons in or about the Leased Premises who uses improper language or acts in a loud or boisterous or otherwise improper manner.
- (j) Maintain the floor and wall coverings in a clean condition, having the carpet shampooed at such reasonable intervals so as to maintain a safe and hygienic environment. In the event the Tenant fails to perform this duty, the City will have the right to have the Leased Premises cleaned and either have the Tenant charged directly or pay for same, for which the Tenant will be obligated to reimburse City at the time the next rent payment is due. The City will furnish the Tenant a copy of the paid invoice.
- (k) Be responsible for all expenses, including but not limited to, supplies, food preparation and delivery, and personnel, associated with the operation of Tenant's restaurant and catering business.
- (l) Purchase, install, and maintain all equipment, furniture, fixtures, drapes, and/or appliances required by the Tenant in the operation of Tenant's restaurant and catering business.

(m) Maintain a competitively priced menu in the restaurant.

10. **CASUALTY INSURANCE.** The City agrees to keep the structure where the Leased Premises is located insured against loss or damage for fire or other casualties. The City will not insure any property owned by the Tenant, and the Tenant will not be a loss payee on any insurance policy maintained by City.

11. **INDEMNIFICATION.** The Tenant shall keep, protect, and save harmless the City from any loss, cost, claim, judgment, or expense of any sort of nature, and from liability to any person, on account of any injury, damage, or death to any person or property arising out of any use of the Leased Premises by the Tenant, its agents, or employees.

12. **INSURANCE.** The Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, with the City named as an additional loss payee/insured. The Tenant shall also maintain workers compensation insurance for its employees and agents as required by Kansas law. The Tenant acknowledges and agrees that it, its agents, or employees are not employees of the City. The Tenant shall annually provide proof of required insurance to the City.

13. **ALTERATIONS.** The Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of the City. All fixtures, additions, or improvements in or upon the Leased Premises, made by either Party, shall become the property of the City and must remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Lease. The Tenant shall pay for all expense of any remodeling or alteration of the Leased Premises required by the intended use of the Leased Premises by the Tenant, subject to prior approval by the City.

14. **LIENS AND ENCUMBRANCES.** The Tenant agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at the Tenant's request.

15. **UTILITIES.** The Tenant shall pay for its proportional share of all utilities used in the structure known as the MHGC Clubhouse, to include gas and electricity. The calculation of said proportional share is described in the paragraph to follow and said payments are due as described in Paragraph 3 above. The Tenant shall pay for all charges for telephone, cable TV, or internet service used in the restaurant operation.

The City's average monthly utility costs for the MHGC Clubhouse for the twelve (12) months preceding this Lease have been seven hundred twenty two dollars (\$722.00). The Tenant shall pay for utility costs each month to the extent that said total costs are in excess of seven hundred twenty two dollars (\$722.00).

16. **DAMAGE BY FIRE OR OTHER CASUALTY.** The Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which the Tenant is not under an obligation to repair, immediately notify the City, who shall, unless the Leased Premises be so damaged that the City decides not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that the City decides not to repair or rebuild, either temporarily or permanently, then the term of this Lease shall cease as of the date upon which the casualty occurred,

with no further obligation of either Party to recognize this Lease.

17. **CONSTRUCTION PROJECTS.** The Tenant acknowledges that from time to time construction projects for improvement of MHGC will be commenced which may interfere with the operation of the Tenant's business. The City agrees to take all reasonable steps to minimize inconvenience and loss of business to the Tenant, but the City will not be financially responsible for the same.

18. **RIGHT TO INSPECT.** The City hereby reserves, and the Tenant hereby accords to the City, the right, personally or through any representative of the City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises.

19. **DEFAULT.** This Lease is made upon the express condition that if the Tenant fails to pay the rent specified in paragraph 3 above and/or the utility payments specified in paragraph 15 above, after the same shall become due and such failure shall continue for a period of thirty (30) days after written notice thereof from the City to the Tenant, or if the Tenant fails or neglects to perform or observe any of the Tenant's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to the Tenant from the City, the City at any time thereafter, by written notice to the Tenant, may lawfully declare the termination of this Lease and re-enter the Leased Premises or any part thereof. The City shall have the right to remove, at the Tenant's expense, any of the Tenant's property left remaining in or upon the Leased Premises. Should the Tenant be in default, the City shall have the right to pursue all available remedies allowed by law.

20. **TENANT HOLDING OVER.** In the event that the Tenant remains in the Leased Premises after the expiration of the term of this Lease, such holding-over will not constitute a renewal or extension of this Lease. The City may, at its option, elect to treat the Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation. In the alternative, the City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Lease, except as to duration thereof, and in that event the Tenant shall pay rent at the rate provided herein as effective during the last month of this Lease.

21. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 20 above, upon expiration of this Lease and the Renewal Terms for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, the Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to the City, in as good condition or repair as the same was at the inception of this Lease, reasonable depreciation and damages from the elements excepted, including, but not limited to, the obligation to repair any and all damages caused by the Tenant during the term hereof. In addition, the Tenant agrees to offer for sale to the City upon expiration of this Lease, except for by reason of default by the Tenant, all equipment, furnishing, and other accessories placed by the Tenant upon and within the Leased Premises used by the Tenant in the operation of the restaurant and catering business at the Tenant's depreciated book value of such items. Within thirty (30) days following the Tenant's offer, the City may at its sole option purchase any or all such items by tendering to the Tenant a City check in the total amount of all items the City elects to purchase, in which case said items shall remain in the Leased Premises. All items not purchased by the City must be removed from the Leased Premises by Tenant at its sole expense within thirty (30) days following written notice of the City's election. The Tenant shall pay for any and all damage to the Lease Premises resulting from the Tenant's removal of any such items.

22. **ASSIGNMENT OR SUBLEASE.** The Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of the City.

23. **NONDISCRIMINATION.**

- a) The Tenant, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by the Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- b) In the event that the Tenant breaches any of the above nondiscrimination covenants, the City will have the right to terminate this Lease and re-enter and repossess the Leased Premises, and hold the same as if this Lease had never been made or issued.
- c) This Lease is subordinate to the provisions of any existing and future agreements between the City and the United States of America, the State of Kansas, or their boards, agencies, or commissions, relative to the operation or maintenance of the MHGC, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the MHGC.

24. **ACCESSIBILITY FOR HANDICAPPED.**

- a) The City will be responsible for maintaining the MHGC facilities and services in a manner which complies with obligations under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR. Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and under 42 U.S.C.S. §§12101, et seq., The Americans with Disability Act of 1990, or a substantially equivalent standard.
- b) All of the MHGC facilities designed, constructed, or altered shall be accessible to handicapped persons. The City shall pay for the cost of all alterations or improvements necessary to meet the requirements of the statutes and regulations cited above and other relevant Federal, State, or local laws, statutes and ordinances that relate to handicapped accessibility standards.

25. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** The Tenant assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with the Tenant.

26. **ALCOHOLIC BEVERAGES.** The City grants exclusive right to the Tenant to sell alcoholic beverages in the Leased Premises, the lower level meeting room, and the adjacent golf course,

as may be lawfully allowed by City ordinance or state statute, as they may now exist or may exist in the future.

The Tenant will be responsible for obtaining any licenses required to sell and allow consumption of alcoholic beverages and for providing staff to sell and serve alcoholic beverages for events on the adjacent golf course.

This Lease is conditioned upon the City passing and maintaining, during the term hereof, an ordinance allowing for the sale and consumption of alcoholic beverages on the Leased Premises, the lower level meeting room and the adjacent golf course. If at any time during any term of this Lease the sale and consumption of alcoholic beverages are prohibited on the Leased Premises, lower level meeting room and/or golf course, as a result of action taken by the City to repeal or amend said ordinance, the Tenant at its sole option may terminate this Lease and upon thirty (30) days prior written notice to the City vacate the leased premises and thereupon be released from any further obligation, duties and responsibilities hereunder.

27. GENERAL COVENANTS.

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to City: City Manager
 City of Dodge
 City PO Box
 880
 Dodge City, Kansas
 67801 (620) 225-8100

(2) If to Tenant: HHPON, LLC
 1800 Matt Down Ln
 Dodge City KS, 67801

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease.
- (c) This Lease may be amended, changed, or modified, only upon the written consent of all of the Parties.
- (d) This Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (e) This Lease is to be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have entered into this Lease the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF DODGE CITY, KANSAS

Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk

HHOPON, LLC.

EXHIBIT A

YELLOW BOUNDARY - Leased Premises



RED BOUNDARY - Restaurant Premises

Memorandum

*To: City Manager, Cherise Tieben
Commissioners*

From: Connie Marquez

Date: September 3, 2019

*Subject: Appointment of Kansas League of Municipalities Voting
Delegates*

Agenda Item: New Business

Recommendation: I recommend the City Commission appoint four voting and four alternate voting delegates to vote at the Kansas League of Municipalities Annual Business Meeting.

Background: State law provides that the governing body of each member city of the League of Kansas Municipalities may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. Voting delegates are qualified to vote by having his or her name registered with the executive director of the League.

Justification: Based on our population, the City of Dodge City is entitled to four votes at the annual meeting.

Financial Considerations: None

Purpose/Mission: To have input on City policy at the State level.

Legal Considerations: None

Attachments: Letter from League

August 9, 2019

Dear City Clerks, City Managers, or City Administrators:

Save the date for October 12-14, 2019 in Overland Park for the League's Annual Conference: Find Your Balance. Do you find it hard to manage competing funding priorities in your community? Do you get bogged down; knowing that productivity of your city can be improved but you just don't know how? Have you ever struggled to find balance between your public service work and your personal life: This year's League Annual Conference is for you! Additional information along with a conference schedule is in the July issue of the *Kansas Government Journal*.

The annual business meeting and policy session of city voting delegates will be held on Monday afternoon, October 14th, at the conference in Overland Park.

I am writing to request your governing body register their League voting delegates. K.S.A. Supp. 12-1601f provides that "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

Article 2, Section 2 of the League Bylaws states "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Article 4, Section 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

Population	Votes	Delegate Forms	Alternate Forms
1 – 2,500	1	1	1
2,501 – 7,500	2	2	2
7,501 – 17,500	3	3	3
17,501 – 37,500	4	4	4
37,501 – 77,500	5	5	5
77,501 – 117,500	6	6	6
117,501 – 157,500	7	7	7
157,501 – 197,500	8	8	8
197,501 – 237,500	9	9	9
237,501 – 277,500	10	10	10
277,501 – 355,500	11	11	11
355,501 – 395,500	12	12	12

- page 2

Each member city must file new registration forms with the League of Kansas Municipalities every year.

On the attached forms please print the information required for each delegate and circle whether the person is a voting delegate or alternate delegate and which delegate number they represent. The League must have a form on file for each voting delegate and each alternate delegate for their vote to count during the business meeting. The City may register any number of delegates up to the maximum number allowed per the Bylaws. You may send the forms via email to kwillis@lkm.org; or FAX to 785-354-4186. **Please send forms by Friday, September 27th to the attention of Kaitlyn Willis.** Forms received after this date may not be processed.

Please remember, the voting delegate forms are not conference registrations. You must also register for conference on our website at www.lkm.org.

As always, I thank you for your support and look forward to seeing you in Overland Park in October!

Sincerely,



Erik A. Sartorius
Executive Director

Enclosures

**2019 CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities**

Please print

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one number)

voting delegate 1 2 3 4

alternate voting delegate 1 2 3 4

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities at the 2019 Annual Conference.

Signed: _____

City Clerk

Date: _____

Memorandum

*To: City Manager
City Commissioners*

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

Date: August 28, 2019

*Subject: Dodge City National Beef Processors Wastewater
System Improvements, SS 1701.*

Agenda Item: New Business

Recommendation: Approve the Proposal and Change Order #1 from Nowak Construction Company, Inc. for the construction of the Dodge City/National Beef (NBP) Wastewater Improvements (Sampling Basing and Force Main Construction). They were the lone bidder on the project with a total bid of \$1,357,692.00, Change Order #1 (CO #1) is a deduct of \$139,394.00 which is the result of negotiations with Nowak Construction Co., Inc., City, Jacobs, and NBP Staff, along with PEC. The new project price is \$1,227,298.00. The sum of the bid and CO #1 is still above the Engineer's estimate but the staffs of the City, NBP, Jacobs, and PEC are comfortable with the number and believe it is with in industrial standards. The project will meet the provisions of the Sampling Agreement previously made between the City and NBP. NBP has reviewed the new price and is agreeable to the dollar amount.

Background: In the summer of 2016, NBP was billed surcharges on their sewer bill based on the loading of the constituents found in the waste water. From time to time in the past there have been other disputes over sampling and billing of NBP's wastewater. To resolve the issues both parties entered into a "Surcharge & Sampling Basin Resolution Agreement". This agreement will help settle the dispute from 2016 and limit any future disputes over wastewater surcharges. The improvements included in this wastewater project align with the City's and National Beef's obligations in the agreement.

Once the agreement was in place, PEC started designing the wastewater improvements. Working closely with NBP, the City, & our wastewater operators Jacobs, plans for improvements were completed and put out for bid. Due to the complexity of the project, a mandatory pre-bid meeting was included as a prerequisite for contractors to bid. Only two contractors attended this meeting, Nowak and UCI. UCI ended bidding with Nowak as a subcontractor on the project.

At the July 15, 2019 Commission Meeting, approval was granted allow City, Jacobs, and NBP staff, the contractor, and PEC to try and value engineer the project to reduce the cost of the project. A week later everyone met in Wichita to discuss the project and brain storm on ideas to reduce costs. From this meeting several ideas were reviewed. There were a couple of phone call afterwards to discuss ideas. As a result of these discussions, Nowak Construction submitted the Change Order and the new contract amount being approved tonight.

Justification: This project will allow the City and National Beef to comply with obligations outlined in the "Surcharge & Sampling Resolution Agreement" and put an end to billing disputes.

Financial Considerations: The City will be responsible for payment to Nowak Construction. NBP will reimburse the City 50% of the construction costs. There are funds in the 2019 and 2020 Budgets for this project.

Purpose/Mission: The completion of this project meets our Core Values of Honesty, Integrity & Respect, Ongoing Improvement, and Working Towards Excellence.

Legal Considerations: By approving the bid from Nowak Construction Company, Inc. the City will enter into a contract with Nowak Construction Co., Inc. and be responsible to make payments to Nowak Construction Co., Inc.

Attachments: Change Order #1, Bid Acceptance Letter and Notice of Award from PEC.

CHANGE ORDER No. 1

Date of Issuance: 9/3/2019

Project Name: NBP Wastewater System Improvements	Owner: City of Dodge City	Owner's Project Number:
Engineer's Project Number (if applicable): 34-170940-000-1009	Date of Contract: 9/3/2019	
Contractor: Nowak Construction	Funding Agency Project Number (if applicable):	

The following changes are hereby made to the CONTRACT DOCUMENTS:

North Phase:

The 1.5" forcemain will be removed from the project scope. The remaining forcemains will be installed by horizontal directional drilling and fittings shown on the plans will not be installed. Since the forcemains will not be installed by trenching, no concrete pavement or gravel will need to be removed or replaced.

Justification:

Since the flow through the 1.5" forcemain will be minimal, it was removed from the project to save costs. Horizontal directional drilling was allowed as a cost saving measure.

South Phase:

The layout and piping design was modified.

Justification:

The modified layout and piping design minimizes flow bypassing and reduces the risk of encountering conflicts with buried infrastructure.

Change to CONTRACT PRICE

Original CONTRACT PRICE:	\$	<u>1,357,692.00</u>
Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS):	\$	<u>1,357,692.00</u>
Decrease in CONTRACT PRICE as of this Change Order:	\$	<u>130,394.00</u>
The new CONTRACT PRICE incorporating this CHANGE ORDER:	\$	<u>1,227,298.00</u>

Change to CONTRACT TIME:

Original Contract Times: Working Days Calendar Days

Substantial completion (days or date): _____

Final completion (days or date): _____

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion (days or date): _____

Final completion (days or date): _____

[Increase] [Decrease] in CONTRACT TIME as of this Change Order:

Substantial completion (days or date): _____

Final completion (days or date): _____

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion (days or date): _____

Final completion (days or date): _____

REQUESTED:

RECOMMENDED:

ACCEPTED:

By: _____
Contractor (Authorized Signature)

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

Date: _____
Approved by Funding Agency (if applicable):

Date: _____

Date: _____

Date: _____



August 19, 2019

RE: Value Engineering Dodge City NBP Wastewater System Improvements

**Mr. Ray Slattery, P.E.
Director of Engineering Services
City of Dodge City
806 N. Second Ave.
P.O. Box 880
Dodge City, KS 67801**

Dear Mr. Slattery;

North Phase:

- **Bid Item #2 (1.5" Force Main) & Bid Item #3 (1.5" Pipe by Directional Drill):**
 - These items will be removed from the project scope. Total deduction will be \$56,474.00.

- **Bid Item #10:**
 - This item will be removed from the project scope. Force main will be installed by HDD and associated fittings shown on the plans will not be installed. Total deduction will be equal to \$27,500.00
 - If we have to remove &/or replace any surfacing, then that item will be measured and paid at the unit prices provided. (See attached quote from JAG)

South Phase:

- **Revised Drawings:**
 - Lump Sum Deduct of \$46,420.00

Total decrease in Contract Price for this Proposed Change Order: \$130,394.00

Regards:

**Greg Post
Project Manager**

Nowak Construction Co., Inc.
200 S. Goddard Rd. ♦ P.O. Box 218 ♦ Goddard, Kansas 67052
Office: (316) 794-8898 ♦ Fax: (316) 794-2243

Proposal

J-A-G CONSTRUCTION COMPANY

All Types Concrete Work & Butler Steel Buildings

P.O. Box 1493 (620) 225-0061

DODGE CITY, KS 67801

Submitted to: Nowak Construction		Job Phone:	Date: 4/29/2019
Street: P.O. Box 218		Job Name: DC/NB Wastewater System Imprvmt	JAG Invoice #:
City, State and Zip Code: Goddard, KS 67062		Job Location: Dodge City	
Architect: PEC	Date of Plans: Feb-19	Attention: Greg Post	Contact Phone:

We hereby submit specifications and estimates for:

Wastewater System Improvements

Quantities as per Nowak Construction. See attached sheet.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1 6" sidewalk	200 SY	\$ 68.50	\$ 13,700.00
2 ADA ramps	3 each	\$ 1,750.00	\$ 5,250.00
3 4" gravel drive	250 SY	\$ 10.00	\$ 2,500.00
4 9" concrete pavement (Hi-Early mix design)	390 SY	\$ 87.00	\$ 33,930.00
5 Mobilization	LS	\$ 1,000.00	\$ 1,000.00
			\$ 56,380.00

Included: Material, equipment, labor, bond.

Not included: Removal of existing concrete, backfill, traffic control and Sales Tax.

We Propose hereby to furnish labor, equipment & material - complete in accordance with above specifications, for the sum of:
Final invoice as per final quantities.

Payment to be made as follows:

Authorized Signature _____

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



brad white <bwhite.jag@gmail.com>

Concrete Price JAG

Greg Post <greg@nowakconstruction.com>
To: brad white <bwhite.jag@gmail.com>

Fri, Apr 26, 2019 at 3:39 PM

Brad

Engineer will not allow us to HDD pipe. Here is an approximate take-off of what we will need:

- | | |
|-------------------------------|--------|
| 1. Sidewalk | 200 SY |
| 2. Wheel Chair Ramps | 3 EA |
| 3. Gravel Drive | 250 SY |
| 4. Concrete Parking lot/Drive | 390 SY |

Let me know if you need anything else.

[Quoted text hidden]

August 28, 2019

Mr. Ray Slattery, Director of Engineering Services
City of Dodge City
806 N. 2nd Avenue
Dodge City, KS 67801

Re: Dodge City NBP Wastewater System Improvements
PEC Project No. 34-170940-000-1009

Dear Mr. Slattery:

Bids were received and publicly opened for the above referenced project on July 9, 2019. One bid was received from Nowak Construction Company, Inc. (Nowak) for a total of \$1,357,692.00. We reviewed Nowak's bid and believe they are qualified for this project. We have worked with Nowak in the past and are confident that they can complete the work.

The bid submitted by Nowak was not within the engineer's estimate of \$1,080,795.00. There was one alternate in the total bid price for a mobilization deduct if both the North and South Phase were completed together. The mobilization deduct totaled \$50,000. Based on the cost savings for completing both phases at the same time, the City and National Beef agreed that both phases should be completed and the add alternate was accepted.

City staff, National Beef, Nowak, and PEC met on July 22, 2019 to discuss value engineering. As a result of the value engineering process, Nowak submitted a proposed change order on August 19, 2019. The proposed change order outlined modifications that would reduce the total bid by \$130,394.00, including the accepted add alternate. City staff, National Beef, and PEC reviewed the proposed modifications and associated cost savings and agreed that the revised bid was reasonable.

PEC recommends awarding the subject project to Nowak with the add alternate and value engineering items. Attached to this letter is a copy of the Notice of Award for the City's execution. Please sign the document and provide a copy of the executed document to PEC.

If you have any questions or comments, please contact me at (316)206-1343 or by email and Nicole.Franken@pec1.com.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Nicole D. Franken, P.E.
Project Engineer

NDF/apg

Enclosed: As Noted

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance: _____
 Owner: City of Dodge City Owner's Contract No.: _____
 Engineer: Professional Engineering Consultants, P.A.
 Engineer's Project No.: 34-170940-000-1009
 Project: Dodge City NBP Wastewater System Improvements
 Contract Name: _____
 Bidder: Nowak Construction
 Bidder's Address: 200 S. Goddard, Rd., Goddard, KS 67052

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 9, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
Dodge City NBP Wastewater System Improvements

The Contract Price of the awarded Contract is: \$ 1,357,692.00

4 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer 4 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
 Authorized Signature
 By: _____
 Title: _____
 Copy: Engineer

END OF SECTION

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: July 23, 2019
Subject: Park Street/CREW Bldg Project
Agenda Item: New Business

Recommendation:

Purchase the architecture services from Building Solutions for \$13,588. Their bid aligns with our stated goals in our Proposal Document. Additionally, we have worked with Building Solutions on similar projects and they actually took the Chaffin Building down.

Background/Justification

City Staff determined that the Park Street project requires services from an architect/contractor team to lay the ground work for the project. The team will work with City Staff for thirty days and create a Guaranteed Maximum Price as well as drawings suitable for building permits.

The current plan is to reuse the Chaffin Building and reassemble it on one of the new Park Street properties. The project includes the option to relocate the existing Sanitation metal building as well.

Financial Considerations:

The proposed services would be paid for from the project that is budgeted in Sanitation.

Attachments: Bid tab

Concrete Slabs (Services)

Bids opened 2019 08 12

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
JAG	<u>\$12,000</u>	Does not include Sanitation Bldg.
Dowling Construction	\$20,000	
Building Solutions	\$13,588	Aligned with what we asked for. Includes Sanitation building. Staff recommends



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 City Manager

Date: September 3, 2019

Subject: Christmas tree Partnership

Agenda Item: New Business

Recommendation: Staff recommends approval of the purchase of a 30 ft. Garland Pixel Christmas tree from Holiday Display Services from Kansas City, MO which will be placed near Boot Hill Casino and Resort and United Wireless Arena/Boot Hill Casino Conference Center. In addition, staff is seeking approval for the City Manager to enter into a Memorandum of Understanding with Boot Hill Casino and Resort to share in the cost of this tree as well as for a second similar tree to be purchased in 2020 for the downtown area.

Background:

The City and Casino received quotes from two different vendors and Holiday Display Services provided the low quote. They offer set up, take down and provide maintenance of the tree for an additional cost after the first year. The Pixel tree which can be viewed on the following link <https://photos.app.goo.gl/pXJBYxbeJX8nJiky6>, has lights that function like a large low resolution television screen but during the day visitors will be able view the garland tree. In addition, the tree features outdoor speakers that will play holiday music.

Justification:

The City and Boot Hill Casino staff have been working on ideas to develop additional activities in conjunction with the Christmas holiday season that will draw in more visitors. These activities would kick off with the Parade of Lights and would expand on the Dodge City Convention and Visitor Bureau Trolley tours of lights which will include the Casino and special events center, downtown, Wright Park and area neighborhoods.

The goal of adding the Pixel Christmas tree and holiday activities is to attract more visitors to Dodge City while enhancing the quality of life for our local residents. In addition, the Casino and the City are working on an annual lighting event that would be in conjunction with the holiday concert at the United Wireless Arena. This year's lighting could take place in conjunction with Mannheim Steamroller concert on November 25. In the future if a tree is also purchased for downtown it could be part of the Parade of Lights/Chili Feed event.

Financial Considerations: The cost of the 30 ft. garland, pixel tree is \$46,500. The cost will be split with Boot Hill Casino and Resort and so the City's final cost will be \$23,250. There is no additional charges for delivery or installation during the first year. The tree will be paid out of the 2% transient guest tax which has funds available for the project.

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.

Legal Considerations: A memorandum of understanding with the City and Boot Hill Casino and Resort for the Christmas Tree partnership project as well as the addition of a second tree for downtown for the 2020 season is being developed by legal counsel.

Attachments: Christmas Tree Quote



Holiday Display Services

401 E 133rd St
Kansas City, MO 64145

SALES QUOTE

QUOTE #082619

PREPARED FOR

City Of Dodge City

806 N. 2nd Ave.
Dodge City, KS 67801

PREPARED DATE

Aug 26, 2019

EXP. DATE

Sep 07, 2019

ITEM	QTY	PRICE	TOTAL
30ft Garland & Pixel Tree - 10 min's of music sync - Outdoor speakers installed inside the tree	1	\$46,500	\$46,500
Delivery to Dodge City (fee waived year 1)	1	\$0	\$0
Set Up (fee waived year 1)	1	\$0	\$0
			\$46,500

**THIS QUOTATION IS SUBJECT TO THE FOLLOWING
TERMS AND CONDITIONS:**

1. Tree will be ready to turn on by November 1st 2019.
2. Tree lights will be animated to at least 10 mins of synchronized music of Dodge City's choice.
3. A self propelled 2 man lift of sufficient size shall be provided by the City of Dodge City for the duration of the installation.
4. A crane of sufficient size along with an operator shall be provided by the City of Dodge City for 1 day.
5. The City of Dodge City will be responsible for providing all power necessary for operation of the display.
6. Payment is split into 2 parts
 - a. 50% due immediately upon placement of order.
 - b. 50% due upon successful installation of the display