

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, October 21, 2019

7:00 p.m.

MEETING #5138

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION BY** Albert Schrock of Bible Baptist Church

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

## **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).

Dodge City Public Library update

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session, October 7, 2019;
2. Approval of City Commission Meeting Minutes, October 7, 2019;
3. Appropriation Ordinance No.19, October 21, 2019;
4. Cereal Malt Beverage License:
  - a. Chu My's Kitchen, 2208 W. Wyatt Earp Blvd.
  - b. Casey's General Store, 2201 N. 14<sup>th</sup> Avenue

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3726:** An Ordinance Vacating of Utility Easement. Report by Administrator of Planning and Zoning, Nathan Littrel.

## **UNFINISHED BUSINESS**

1. Approval of the Amended Nor-Am Agreement. Report by City Manager, Cherise Tieben.

## **NEW BUSINESS**

1. Approval of Amendment to Rib Crib Development Agreement. Report by City Manager, Cherise Tieben.
2. Change Order #2 for Dodge City National Beef Processors Wastewater System Improvements. Report by Director of Engineering, Ray Slattery.
3. Approval of 1<sup>st</sup> Avenue Reconstruction Bids. Report by Director of Engineering, Report by Civil Engineer, Tanner Rutschman.
4. Approval of the Demolition and Acquisition Agreement. Report by Director of Engineering, Ray Slattery.

## **OTHER BUSINESS**

## **ADJOURNMENT**

**CITY COMMISSION WORK SESSION MINUTES**  
City Hall Commission Chambers  
Monday, October 7, 2019  
6:00 p.m.

**CALL OR ORDER**

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

**WORK SESSION**

1. Ernestor Delarosa, Assistant City Manager gave an update on the City Manager Selection Process for the City of Dodge City.
2. Kurth Lancaster of SMH Consultants gave a presentation on the Streetscape for downtown Dodge City.

**ADJOURNMENT**

Commissioner Joyce Warshaw moved to adjourn the meeting. Commissioner Jan Scoggins seconded. The motion carried 5 - 0.

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Mayor

ATTEST:

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City Clerk, Connie Marquez

**CITY COMMISSION MEETING MINUTES**  
City Hall Commission Chambers  
Monday, October 7, 2019  
7:00 p.m.  
MEETING #5136

**CALL TO ORDER**

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

**INVOCATION** by Pastor Joshua Middlebrooks of Bible Baptist Church

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

Mayor Brian Delzeit opened the Public Hearing on Nor-Am Taxable Industrial Revenue Bonds. Joann Knight Executive Director of Dodge City/Ford County Development Corporation gave a brief presentation about the project with Nor-Am Company that will be building a refrigeration storage on Trial Street in Dodge City.

No other public comments were made. Mayor Brian Delzeit closed the Public Hearing

**APPROVAL OF AGENDA**

Commissioner Jan Scoggins made a motion to approve the agenda as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried 5 - 0.

**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).**

Don Steele Director of the Depot Theater Company gave an update and introduced the new Artistic Director, Christopher King. King a former Kansan said he was excited and happy to be part of this wonderful facility.

**CONSENT CALENDAR**

1. Approval of City Commission Work Session, September 16, 2019;
2. Approval of City Commission Meeting Minutes, September 16, 2019;
3. Approval of Special City Commission Meeting, October 3, 2019;
4. Appropriation Ordinance No.18, October 7, 2019;

5. Cereal Malt Beverage License:
  - a. Mariscos Nayarit Restaurant, 509 N. 2<sup>nd</sup> Avenue
  - b. Kate's, 305 E. Trial Street;
6. Approval of Change Order No. 2 for 2019 Asphalt Street Programs;
7. Approval of Change Order No. 1 for Sutherlands Entrance Paving;
8. Approval of Change Order No. 1 for Soule Street Sidewalk;
9. Approval of LAG Rentals, LLC Lease Agreement.

Commissioner Jan Scoggins moved to approve the consent calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

#### **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3725:** A Home Rule Ordinance of the City of Dodge City, Kansas, authorizing a grant to fund certain improvements for economic development purposes; and authorizing the issuance of General Obligation Bonds of the City to pay the cost thereof was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried 5 -0.

**Resolution No. 2019-20:** A Resolution of the City of Dodge City, Kansas, amending Resolution No. 2019-03 which authorized certain public improvements and provided for the payment of the costs thereof was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried 5 - 0.

**Resolution No. 2019-21;** A Resolution of the Governing Body of the City of Dodge City, Kansas determining the advisability of issuing Taxable Industrial Revenue Bonds for the purpose of financing the Acquisition, Construction and Equipping of a Commercial Facility to be located in said city; and authorizing execution of related documents was approved on a motion by Commissioner Jan Scoggins. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

**Resolution No. 2019-22:** A Resolution of the City of Dodge City, Kansas, authorizing certain Public Improvements and providing for the payment of the costs thereof was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried 5 -0.

**Resolution No. 2019-23:** A Resolution of the City of Dodge City, Kansas authorizing certain Public Improvements and providing for the payment of the costs thereof was approved on a motion by Commissioner Kent Smoll. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

**Resolution No. 2019-24** A Resolution authorizing the offering for sale of General Obligation Bonds, Series 2019-A. Taxable General Obligation Waterworks and Wastewater Utility System

Refunding Bonds, Series 2019-B, General Obligation Temporary Notes, Series 2019-1, and Taxable General Obligation Temporary Notes, Series 2019-2, of the City of Dodge City, Kansas was approved on a motion by Commissioner Joyce Warshaw. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

Mayor Brian Delzeit made a motion to move item 4 Nor-Am Development Agreement to Item No. 1.

1. Commissioner Rick Sowers moved to approve the Nor-Am Development Agreement. Commissioner Jan Scoggins seconded the motion. The motion carried 5 - 0.
2. A Commissioner Rick Sowers moved to approve the Audit Engagement Letter for Years Ending December 31, 2019 and 2020 with Kennedy McKee & Co. Commissioner Jan Scoggins seconded the motion. The motion carried 5 - 0.
3. Commissioner Joyce Warshaw moved to approve Change Order No. 3 in the amount of \$108,225 for additional work to be completed at the intersection of Central Avenue and Comanche Street. Commissioner Kent Smoll seconded the motion. The motion carried carried 5 – 0.
4. Commissioner Rick Sowers moved to approve the bid from Huber Land and Water, LLC in the amount of \$173,335 for Circle Lake Drainage Improvements. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

#### **OTHER BUSINESS**

#### **EXECUTIVE SESSION**

At 8:30 pm Commissioner Rick Sowers moved to recess into executive session pursuant to the “personnel matters of nonelected personnel” exception found in K.S.A. 75-4319(b)(1). The justification for closing the meeting is to protect the privacies of the individuals to be discussed. The executive session will include City Manager, Cherise Tieben, Assistant City Manager, Ernestor Delarosa and Human Resource Officer, Tara Schraeder, the meeting will resume in the City Commission Chamber in 15 minutes at 8:45 pm. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0. At 8:45 Commissioner Rick Sowers moved to extend the session to 9:00 pm. Commissioner Joyce Warshaw seconded the motion. Motion carried 5 -0.

**ADJOURNMENT**

Commissioner Joyce Warshaw made a motion to adjourn the meeting. Commission Jan Scoggins seconded the motion. The motion carried 5 – 0.

ATTEST:

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Brian Delzeit, Mayor

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Connie Marquez, 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

<b>SECTION 1 - LICENSE TYPE</b>			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input 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.			
<b>SECTION 2 - APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): <u>004-823911723</u>			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name <u>My Lam</u>	Phone No. <u>561-229-8888 229-8117</u>	Date of Birth <u>08 07-30-82</u>	
Residence Street Address <u>1304 Greenwood Ave</u>	City <u>Dodge City</u> State <u>KS</u>	Zip Code <u>67801</u>	
<b>Applicant Spousal Information</b>			
Spouse Name <u>Linda Hoang-Lam</u>	Phone No. <u>561-713-9225</u>	Date of Birth <u>04-06-84</u>	
Residence Street Address <u>1304 Greenwood</u>	City <u>Dodge City</u> State <u>KS</u>	Zip Code <u>67801</u>	
<b>SECTION 3 - LICENSED PREMISE</b>			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Chu My's Kitchen</u>	Name <u>My Lam</u>	Address <u>1304 Greenwood</u>	
Business Location Address <u>2208 W. Wyatt Earp</u>	Address <u>1304 Greenwood</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.	
Business Phone No. <u>(620) 371-7301</u>	Business Location Owner Name(s) <u>My Lam</u>		
<b>SECTION 4 - APPLICANT QUALIFICATION</b>			
I am a U.S. Citizen		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have been a resident of Kansas for at least one year prior to application.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have resided within the state of Kansas for <u>8</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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Have not</u>	
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	

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of DODGE CITY

<b>SECTION 1 – LICENSE TYPE</b>				
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit				
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.				
<b>SECTION 2 – APPLICANT INFORMATION</b>				
Kansas Sales Tax Registration Number (required): 004-201025921F-01				
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)				
Name of Corporation CASEY'S RETAIL COMPANY		Principal Place of Business ONE SE CONVENIENCE BLVD		
Corporation Street Address ONE SE CONVENIENCE BLVD, PO BOX 3001		Corporation City ANKENY	State IA Zip Code 50021	
Date of Incorporation 04/14/04	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name C T CORPORATION SYSTEM		Phone No. 866-331-2303		
Residence Street Address 112 SW 7TH ST, SUITE 3C		City TOPEKA	State KS Zip Code 66603	
<b>SECTION 3 – LICENSED PREMISE</b>				
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)		
DBA Name CASEY'S GENERAL STORE #3783		Name CASEY'S RETAIL COMPANY, ATTN: JAMIE DIETRICH		
Business Location Address 2201 N 14TH AVE		Address PO BOX 3001		
City DODGE CITY, KS 67801	State	City ANKENY, IA 50021	State Zip	
Business Phone No. 620-225-8879		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) CASEY'S RETAIL COMPANY				
<b>SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b> List each person and their spouse*, if applicable. Attach additional pages if necessary.				
Name NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25% OR MORE OF CORPORATE STOCK		Position		Date of Birth
Residence Street Address		City	State	Zip Code
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 Manager  
City Commissioners*  
*From: Nathan Littrell*  
*Date: October 21, 2019*  
*Subject: Vacation of Utility Easement*  
*Agenda Item: Ordinance #3726*

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

**Background:** The applicant, Simeon Russell, requested the vacation of Utility Easement along the north property line of his property to allow for an addition to the existing garage.

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

**Financial Considerations:** None

**Purpose/Mission:** None

**Legal Considerations:** None

**Attachments:** Ordinance #3726, Map

ORDINANCE NO. 3726

AN ORDINANCE VACATING A PORTION OF UTILITY EASEMENT LOCATED AT 2719 COUNTRY ACRES DRIVE, AS PLATTED IN CEDAR RIDGE SUBDIVISION.

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

SECTION 1: The following described property in Dodge City, Ford County, Kansas is hereby vacated: Utility Easement, excluding the west fifteen feet, located along the North property line of Lot 10 of Block 1 of Cedar Ridge Subdivision, Dodge City, Ford County, Kansas.

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

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

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

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

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS TWENTY-FIRST DAY OF OCTOBER, 2019.

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BRIAN DELZEIT, MAYOR

ATTEST:

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CONNIE MARQUEZ, CITY CLERK



Country Acres Ct.

2801 Country Acres Ct.

Proposed Vacation

2719 Country Acres Dr.

2717 Country Acres Dr.

**Plat**

**Layer**

-  BLOCK
-  LOT
-  EASEMENT
-  SECTION
-  Proposed Vacation

## Memorandum

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: October 15, 2019*  
*Subject: Nor-Am Agreement*  
*Agenda Item: Old Business*

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**Recommendation:** Staff recommends the approval of the Nor-Am agreement as amended.

**Background:** As you may recall, at the last Commission meeting you approved the Nor-Am agreement with authorization to sign the agreement once legal counsel reviewed. However, because there has been a request by Nor-Am to limit their risk which was not indicated in the original agreement, I felt it prudent to return the agreement in whole to the Commission.

**Justification:** The amended agreement limits the risk to Nor-Am for the amount of the road had we improved the existing McCaustland II as it is situated today. Because the recommendation to amend the road to the west is more expensive than the McCaustland II as it is today, Nor-Am requested the limitation. The west route for the road overcomes the challenges presented by Nor-Am and future heavy industrial projects in the vicinity so it did not seem appropriate to hold Nor-Am accountable for the full relocation.

**Financial Considerations:** The amendment would push the road improvement cost difference from Nor-Am to the City and possibly the County for the amount of road improvements in excess of the \$528,047.

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

**Legal Considerations:** The agreement reflects all changes.

**Attachments:** Nor-Am Agreement with changes shown.

## AGREEMENT

This Agreement (this “Agreement”) is made and entered into by and between the CITY OF DODGE CITY, KANSAS, a municipal corporation (the “CITY”) and Nor-Am Logistics South, LLC (“NOR-AM”), an Iowa corporation, (collectively the “Parties”).

WHEREAS, the CITY and the NOR-AM have engaged in discussions regarding the desire to create new business in the community and enhance existing local businesses; and,

WHEREAS, NOR-AM desires to build and operate a refrigeration and pet food manufacturing facility in Dodge City, Kansas (the “FACILITY”); and,

WHEREAS, the CITY desires to cooperate in the relocation of certain portions of infrastructure in order to create the best circumstance for the community, the existing businesses, and the area residents; and,

WHEREAS, the Parties have agreed to cooperate in these endeavors.

NOW THEREFORE, the Parties do hereby agree as follows:

### NOR-AM AGREES TO:

- a. Build and operate a refrigeration and pet food manufacturing facility (the “FACILITY”) within the city limits of Dodge City, Kansas, on Lots 3 and 4 of McCaustland Place.
- b. Begin construction of the FACILITY no later than January 1, 2020.
- c. Open the FACILITY to commence production no later than January 1, 2021.
- d. Maintain the operation of the FACILITY for a continuous term of no

- less than fifteen (15) years from the date of commencing production.
- e. Create, fill, and maintain no less than eighty (80) full-time employment positions at the FACILITY within two (2) years of commencing production, and maintain at least an average of eighty (80) full-time employees, on a calendar year basis, at the FACILITY for a continuous thirteen (13) year period.
  - f. Construct and maintain a landscaping buffer between the FACILITY and the residential area to the south of the FACILITY in accordance with City Code.
  - g. Construct a six inch (6”) water service/meter under the inspection of the City.
  - h. Pay all taxes on time and in full; pay all utility bills on time and in full; and comply with all City municipal codes including but not limited to the ordinance addressing noise in the community.
  - i. Retain ownership of the FACILITY during the entire time that NOR-AM is obligated to perform under the terms of this Agreement. If NOR-AM desires to transfer the ownership of the FACILITY at any time covered by this Agreement, NOR-AM shall secure written agreement of the proposed purchaser to assume all obligations still imposed upon NOR-AM by the terms of this Agreement. Any such proposed transfer of the FACILITY, as well as such assumption of this Agreement’s terms, will be subject to the approval of the City, with such approval not to be unreasonably withheld.
  - i. Should NOR-AM fail to fulfill its agreements contained in subsections

a, b, c, d, e, f and i as stated above, the CITY and COUNTY shall require repayment of the relocation expenses of the McCaustland Road II, not to exceed five hundred twenty-eight thousand, forty-seven dollars (\$528,047.00), less the amount actually paid in incremental Ad Valorem Property Taxes paid on this property to date. This repayment will occur at such time as the CITY notifies NOR-AM, in writing, of NOR-AM's failure to fulfill any one or more of the requirements noted in the previous sentence above. If NOR-AM fails to remedy said failure within thirty (30) days of the date of the written notification, NOR-AM will pay to the CITY in a single payment the entire amount of the costs of relocation of the McCaustland Road, not to exceed five hundred twenty-eight thousand, forty-seven dollars (\$528,047.00), less the amount actually paid in incremental Ad Valorem Property Taxes paid on this property to date. Said single payment will be due and payable within ninety (90) days of the written notification referenced above.

- j. Pay the same sewer rates as National Beef, an industrial user, with comparable BOD TSS, TDS and OG rates per pound, in accordance with Resolution 2019-05 and any subsequent Utility Rate Resolutions passed by the City Commission.
- k. As a result of the loading information provided by NOR-AM and due to the loadings exceeding our wastewater limits for industrial customers, it will be necessary for NOR-AM to install a flow meter and sampling port on the sewer line utilized by the pet food plant

portion of the facility.

THE CITY AGREES TO:

- a. Provide a water connection to the City's water supply for the Facility at the cost of NOR-AM. The City will reimburse NOR-AM fifty percent (50%) of the agreed upon cost.
- b. The CITY and the COUNTY agree to waive the requirements of continuous operation and minimum employment as listed above, should the incremental Ad Valorem Property Tax collected exceed the cost of the McCaustland II Road relocation as indicated above.
- c. Create one of the following two (2) options to reroute McCaustland II Road for access to residences that will lie south of the FACILITY, thereby removing any safety and operational conflicts between NOR-AM and the residents on the existing McCaustland II Road. These two (2) options are identified in the map that is attached to this Agreement as Exhibit A.
  1. Reroute the existing McCaustland II Road (vacated portion) along the southern portion of Lot 17, McCaustland Place; or
  2. Reroute the existing McCaustland II Road (vacated portion) along the southern and western portion of Lot 17 and western portion of Lot 6, McCaustland Place.
- d. Vacate the existing north/south McCaustland II Road, north of the north property line of Lot 14 extended, when and if appropriate land is acquired to the west of the existing McCaustland II Road.

The Parties agree to use good faith efforts in working together to accomplish the purposes and intent of this Agreement.

This Agreement, together with the Exhibits hereto, contains all representations, warranties and covenants made by NOR-AM and the CITY and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda, letters of intent or agreements are replaced in total by this Agreement.

NOR-AM's rights and obligations hereunder shall not be assignable without the prior written consent of the CITY, which consent may not be unreasonably withheld. Any assignment of this Agreement without the prior written consent of the CITY shall be void. In the event that any assignee of NOR-AM shall fail to perform on any of the terms and conditions of this Agreement, NOR-AM shall in all cases remain responsible to the CITY for such performance.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

This Agreement may be amended or modified only by a written instrument signed by NOR-AM and the CITY.

No joint venture or other partnership exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date stated below.

CITY OF DODGE CITY, KANSAS  
a Municipal Corporation

by: \_\_\_\_\_  
Brian Delzeit, Mayor

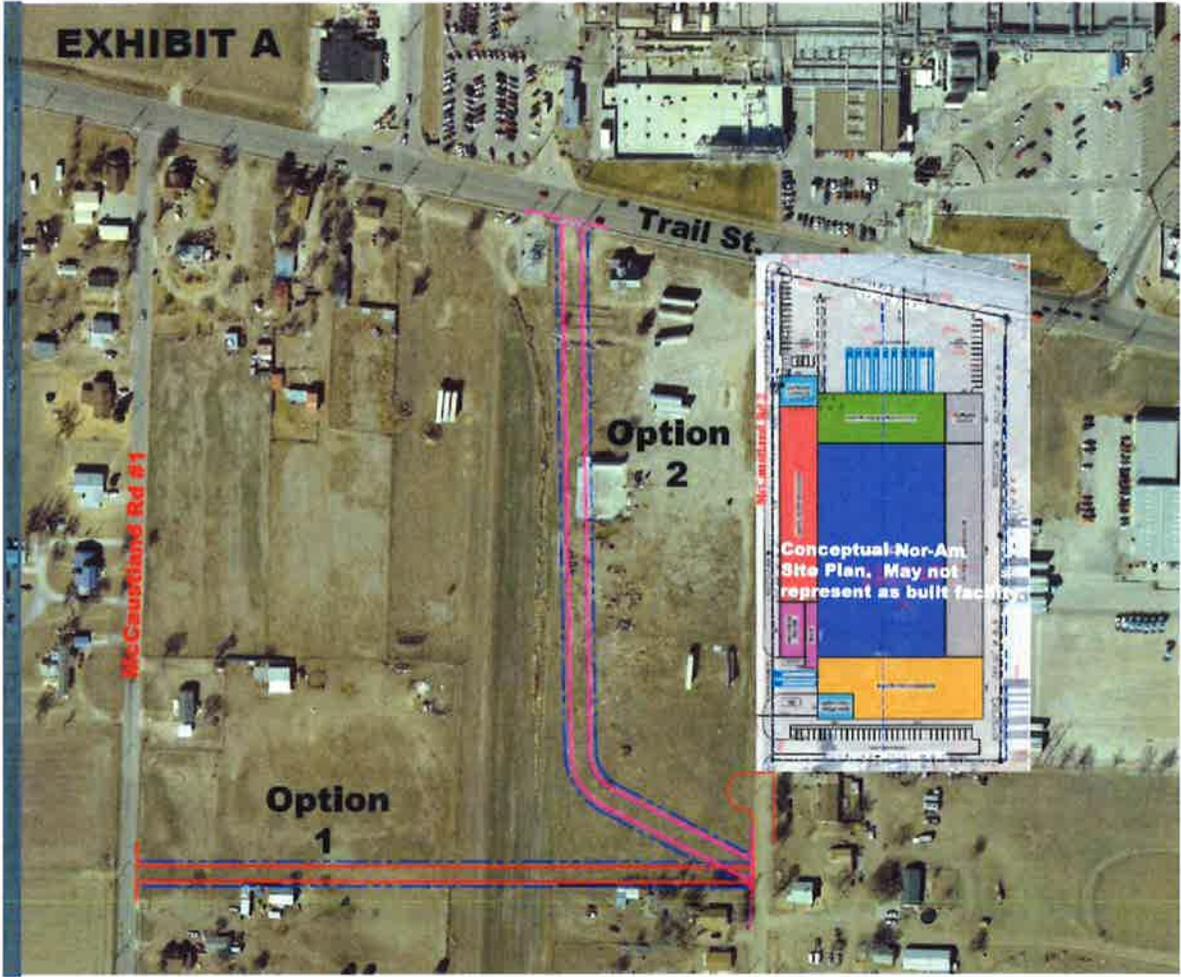
ATTEST:

by: \_\_\_\_\_  
Connie Marquez, City Clerk

NOR-AM

by: \_\_\_\_\_  
\_\_\_\_\_, President

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.



## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: October 15, 2019*  
*Subject: Rib Crib Development Agreement  
Amendment*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends approval of the Rib Crib Development Agreement Amendment.

**Background:** As you are aware, it is very difficult to develop property in some of the historical areas of our community. In order to overcome some of the hurdles posed by title work, it will be necessary to extend the “outside date” to close on the property. The legal counsel has met and believe they have a pathway to rectify these issues, but it will take a little bit more time than projected.

**Justification:** Rib Crib has submitted their site plan and have indicated that they intend to submit their building plans this week for approval. All of these are items that need to be checked off during the due diligent period as well as clearing the easement hurdles, legal counsel is confident that all of the obligations can be completed during this extension, if not sooner.

**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 at this time.

**Attachments:** Amendment to Rib Crib Development Agreement.

**AMENDMENT TO RIB CRIB DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO RIB CRIB DEVELOPMENT AGREEMENT (“Amendment”) is entered into as of October \_\_\_, 2019, by and between the City of Dodge City, Kansas (“City”), Dodge City Rib Crib, LLC, a Delaware limited liability company (“Rib Crib”) and RCP Development, LLC, a Kansas limited liability company (“RCP”).

WHEREAS, the parties executed that certain Rib Crib Development Agreement dated as of April 10, 2019 (“Agreement”) concerning the acquisition and development of approximately 0.33 acres of land located in the 400 Block of Trail Street, Dodge City, Kansas (“Site”); and

WHEREAS, the parties desire to amend the Agreement, subject to the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as modified herein, the Agreement shall remain in full force and effect.
2. Section 3.1(e) of the Agreement is amended to extend the “Title Objection Date” to September 13, 2019, and Seller acknowledges receipt of Buyer’s title objection letter dated September 13, 2019.
3. Section 5.1 of the Agreement is amended to extend the “Outside Date” to January 10, 2020.
4. The City agrees to pay the cost of the Alliant Engineering survey obtained by Rib Crib.

IN WITNESS WHEREOF, the parties have set their hands as of the date shown above.

**The City of Dodge City, Kansas**

**Rib Crib of Dodge City, LLC**

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

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**RCP Development, LLC**

By \_\_\_\_\_  
Michael J. Boyd, Manager

## Memorandum

*To: City Manager  
City Commissioners*

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

*Date: October 16, 2019*

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

*Agenda Item: New Business*

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**Recommendation:** Approve Change Order #2 from Nowak Construction Company, Inc. in the amount of \$23,715.00. This is to install a 1 ½" force main from National Beef's (NBP) HR building to the new north lift station. This force main was inadvertently removed in Change Order #1. With this force main all of NBP's waste water flow, except for the flow from their engineering staff's office building will be routed through the new metering device at the primary pump station. There will still be a deduct on the project of \$106,679.00.

**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 #2

**CHANGE ORDER No. 2**

Date of Issuance: 9/12/2019

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:** Forcemain No. 2 will be added back into the project. The forcemain will be installed by horizontal directional drill.

365 LF 1.5" Forcemain at \$47.00/LF = \$17,155.00  
 160 LF 1.5" Forcemain by Directional Drill at \$41.00/LF = \$6,560.00

**Justification:** The flow from the Curtis Building was determined to be significant enough to require connection to the North Lift Station.

**Change to CONTRACT PRICE**

Original CONTRACT PRICE:	\$	<u>1,357,692.00</u>
Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS):	\$	<u>1,227,298.00</u>
Increase in CONTRACT PRICE as of this Change Order:	\$	<u>23,715.00</u>
The new CONTRACT PRICE incorporating this CHANGE ORDER:	\$	<u>1,251,013.00</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:

By: *Margy D. Post*  
Contractor (Authorized Signature)

Date: 09/25/2019

Approved by Funding Agency (if applicable): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

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

## *Memorandum*

*To: City Manager  
City Commissioners*

*From: Tanner Rutschman, P.E.  
City Engineer*

*Date: October 21, 2019*

*Subject: 1<sup>st</sup> Ave. Reconstruction with  
Waterline Replacement,  
ST 1601*

*Agenda Item: New Business*

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**Recommendation:** Approve the bid from Building Solutions, LLC in the amount of \$728,085.75. This bid came in below the Engineer's Estimate of \$811,276.00 and the budget of \$740,000.00.

**Background:** This reconstruction project will see the installation of a new 8" water main with all new water services to water meters and replace the existing brick pavement with 7" concrete. The City initially budgeted money and went out for bids on a portion this project back in 2016. We ending up rejecting all bids due to insufficient funds to budget the project. Since bids were rejected, the budget for the project has increased as well as the limits. Instead of reconstructing three city blocks and waterline, the project will encompass five city blocks and waterlines. The bidding for the project was delayed due to construction on Central Ave. and the preference of having this project start once Central Ave. was completed.

**Justification:** This five block section of First Ave. has experienced numerous water main breaks throughout the years and its roughness shows it. The street and water main are nearing 100 years in age and it is time for a major improvement to be made.

**Financial Considerations:** This project came in under budget and will be funded through General Obligation Bonds. The budgeted amount for this project was \$740,000.

**Purpose/Mission:** The completion of this project will align with the City's core values of Ongoing Improvement & Working Towards Excellence by insuring that our residents have a smooth driving surface and continue to receive quality water services into the future.

**Legal Considerations:** By approving the bid from Building Solutions, LLC., the city will enter into a contract with Building Solutions, LLC. and be responsible for making payments to Building Solutions, LLC.

**Attachments:** Bid Tab with the Engineer's Estimate.

CITY OF DODGE CITY, KANSAS  
 BID TABULATION

PROJECT: 1st Ave. Reconstruction (Hickory to Cedar)

PROJECT #: ST 1601

BID DATE: 10/15/19

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	1	\$ 50,000.00	\$ 50,000.00
2	Pavement Excavation	S.Y.	6405	\$ 8.00	\$ 51,240.00
3	Fly-Ash Sub-grade Preparation	S.Y.	6405	\$ 9.50	\$ 60,847.50
4	6" Crushed Concrete	S.Y.	70	\$ 15.00	\$ 1,050.00
5	Sub-grade Repair	C.Y.	150	\$ 25.00	\$ 3,750.00
6	Concrete Pavement (7")(AE)(NRDJ)	S.Y.	6260	\$ 55.00	\$ 344,300.00
7	7" Stamped Colored Concrete Crosswalk	S.Y.	139	\$ 85.00	\$ 11,815.00
8	Brick Pavement Patching	S.Y.	39	\$ 150.00	\$ 5,850.00
9	Remove/Replace 30" Standard Curb & Gutter	L.F.	191	\$ 30.00	\$ 5,730.00
10	30" Valley Gutter	L.F.	36	\$ 26.00	\$ 936.00
11	8" C900 Waterline	L.F.	1868.5	\$ 55.00	\$ 102,767.50
12	6" C900 Waterline	L.F.	102	\$ 70.00	\$ 7,140.00
13	6"x8" Reducer	Each	3	\$ 1,000.00	\$ 3,000.00
14	4"x8" Reducer	Each	2	\$ 750.00	\$ 1,500.00
15	8" M.J. 45° Bend	Each	4	\$ 750.00	\$ 3,000.00
16	8" M.J. 22.5° Bend	Each	2	\$ 600.00	\$ 1,200.00
17	8"x8" M.J. Tee	Each	1	\$ 1,000.00	\$ 1,000.00
18	8"x6" M.J. Tee	Each	6	\$ 850.00	\$ 5,100.00
19	8"x8" M.J. Cross	Each	1	\$ 1,500.00	\$ 1,500.00
20	8" Gate Valve w/Box, Installed	Each	11	\$ 1,800.00	\$ 19,800.00
21	Fire Hydrant Assembly, Installed	Each	6	\$ 5,250.00	\$ 31,500.00
22	Connect to Existing Waterline	Each	5	\$ 1,000.00	\$ 5,000.00
23	Service Connections	Each	39	\$ 1,250.00	\$ 48,750.00
24	Manhole Adjustment	Each	4	\$ 1,000.00	\$ 4,000.00
25	Abandon Water Valve Manhole	Each	3	\$ 500.00	\$ 1,500.00
26	Traffic Control	L.S.	1	\$ 25,000.00	\$ 25,000.00
27	Erosion Control	L.S.	1	\$ 7,500.00	\$ 7,500.00
28	Pavement Markings	L.S.	1	\$ 6,500.00	\$ 6,500.00

**TOTAL BID \$ 811,276.00**

CONTRACTOR: Building Solutions, LLC	
ADDRESS: 11106 Saddle Rd.	
CITY:	Dodge City
STATE:	Kansas
ZIP:	67801

UNIT PRICE	CONTRACT AMOUNT
\$33,000.00	\$ 33,000.00
\$6.50	\$ 41,632.50
\$7.00	\$ 44,835.00
\$22.50	\$ 1,575.00
\$25.00	\$ 3,750.00
\$43.50	\$ 272,310.00
\$82.25	\$ 11,432.75
\$101.00	\$ 3,939.00
\$37.00	\$ 7,067.00
\$31.25	\$ 1,125.00
\$55.00	\$ 102,767.50
\$51.00	\$ 5,202.00
\$1,050.00	\$ 3,150.00
\$875.00	\$ 1,750.00
\$750.00	\$ 3,000.00
\$750.00	\$ 1,500.00
\$1,100.00	\$ 1,100.00
\$850.00	\$ 5,100.00
\$1,150.00	\$ 1,150.00
\$1,850.00	\$ 20,350.00
\$5,900.00	\$ 35,400.00
\$2,350.00	\$ 11,750.00
\$2,250.00	\$ 87,750.00
\$750.00	\$ 3,000.00
\$300.00	\$ 900.00
\$11,200.00	\$ 11,200.00
\$9,500.00	\$ 9,500.00
\$2,850.00	\$ 2,850.00

**TOTAL BID \$ 728,085.75**

BID SECURITY 5%  
 START DATE 5/4/2020

CONTRACTOR: Smoky Hill, LLC	
ADDRESS: 645 E. Crawford Ste E8	
CITY:	Salina
STATE:	Kansas
ZIP:	67401

UNIT PRICE	CONTRACT AMOUNT
\$91,250.00	\$ 91,250.00
\$14.00	\$ 89,670.00
\$8.00	\$ 51,240.00
\$28.00	\$ 1,960.00
\$20.00	\$ 3,000.00
\$51.50	\$ 322,390.00
\$150.00	\$ 20,850.00
\$57.00	\$ 2,223.00
\$65.00	\$ 12,415.00
\$49.00	\$ 1,764.00
\$52.00	\$ 97,162.00
\$65.00	\$ 6,630.00
\$267.00	\$ 801.00
\$258.00	\$ 516.00
\$520.00	\$ 2,080.00
\$518.00	\$ 1,036.00
\$708.00	\$ 708.00
\$678.00	\$ 4,068.00
\$790.00	\$ 790.00
\$1,430.00	\$ 15,730.00
\$4,040.00	\$ 24,240.00
\$3,900.00	\$ 19,500.00
\$1,375.00	\$ 53,625.00
\$580.00	\$ 2,320.00
\$185.00	\$ 555.00
\$44,300.00	\$ 44,300.00
\$8,140.00	\$ 8,140.00
\$8,270.00	\$ 8,270.00

**TOTAL BID \$ 887,233.00**

BID SECURITY 5%  
 START DATE 5/1/2020

CONTRACTOR: Nowak Construction Company	
ADDRESS: P.O. Box 218	
CITY:	Goddard
STATE:	Kansas
ZIP:	67052

UNIT PRICE	CONTRACT AMOUNT
\$84,325.00	\$ 84,325.00
\$21.00	\$ 134,505.00
\$4.00	\$ 25,620.00
\$20.00	\$ 1,400.00
\$51.00	\$ 7,650.00
\$54.00	\$ 338,040.00
\$77.00	\$ 10,703.00
\$339.00	\$ 13,221.00
\$51.00	\$ 9,741.00
\$51.00	\$ 1,836.00
\$112.00	\$ 209,272.00
\$111.00	\$ 11,322.00
\$583.00	\$ 1,749.00
\$447.00	\$ 894.00
\$618.00	\$ 2,472.00
\$616.00	\$ 1,232.00
\$744.00	\$ 744.00
\$704.00	\$ 4,224.00
\$1,150.00	\$ 1,150.00
\$2,100.00	\$ 23,100.00
\$4,950.00	\$ 29,700.00
\$2,150.00	\$ 10,750.00
\$1,750.00	\$ 68,250.00
\$503.00	\$ 2,012.00
\$791.00	\$ 2,373.00
\$35,200.00	\$ 35,200.00
\$9,250.00	\$ 9,250.00
\$9,150.00	\$ 9,150.00

**TOTAL BID \$ 1,049,885.00**

BID SECURITY 5%  
 START DATE 10 Days After NTP

## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: October 17, 2019*  
*Subject: Demo & Acquisition Agreement*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends the approval of the Demolition & Acquisition Agreement with First Christian Church of Dodge City.

**Background:** In accordance with our Comprehensive Plan, there is a desire to make Sixth Ave. a connecting street down to Wyatt Earp Blvd. In order to do so, the City would need to acquire multiple homes along the west side of Sixth Ave. north of Cedar or work with the First Christian Church to demo the old Lincoln School. Due to the projected cost to acquire the houses, our communities need for housing and the significant amount of time that Police, Fire and Code Enforcement were spending at Lincoln School due to vagrants and vandals staff decided to consider Lincoln School first. The Church was approached about the facility and noted that they have had no viable interest from developers or anyone else in a project at Lincoln School in recent history. The damage and the amount of repairs necessary had become overwhelming. We explained our desire to get right of way for a connection from Sixth Ave. to Seventh Ave. and that it would require demolition of the facility. They were agreeable to us demolishing the building for the necessary right of way to form the connection.

**Justification:** By demolishing the building, we eliminate continuing drains on Police, Fire and Development Services. By paying demolition costs, we acquire the Right of Way for nearly the same amount as the houses that would need to be acquired if Lincoln is not demolished. In addition, it could happen in an expeditious fashion in order to allow us to make the much needed repairs to Spruce and the Spruce/Seventh Street intersection which was scheduled for next year and is in desperate need of being completed.

**Financial Considerations:** Staff will reallocate funds that were planned to be used for the intersection of Sixth Ave and Soule St. to make this project practical.

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

**Legal Considerations:** Legal Counsel prepared the agreement.

**Attachments:** Demolition and Acquisition Agreement

## **Demolition and Acquisition AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas (hereinafter the “City”) and First Christian Church of Dodge City (hereinafter the “Church”).

WHEREAS, The Church is the owner of certain real property specifically identified by legal description which is contained in the attached Exhibit A (the “Premises”) more commonly known as Lincoln Elementary School; and,

WHEREAS, the Church has made exhaustive efforts in an attempt to find feasible options for repurposing of the structures on the Premises; and,

WHEREAS, the City and the Church have cooperated in the searches for such feasible alternatives; and,

WHEREAS, the efforts of the Church make clear no viable plans for repurposing the structures is available in the foreseeable future; and

WHEREAS, the City has the ability at this time to facilitate the demolition of the structure and use a portion of the Premises to further a portion of the City’s Comprehensive Plan by extending the current Sixth Avenue to a connection with current Seventh Avenue; and,

WHEREAS, the Church and the City wish to further compatible interest related to the Premises for the benefit of the community.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED AS FOLLOWS:

The Church agrees to:

1. Execute an authorization, in a form acceptable to the City, to allow any and all demolition and construction activities on the Premises necessary to reasonably accomplish the objectives of this Agreement.
2. The demolition of the entire structure commonly known as Lincoln School, including all appurtenances and associated structures, all to be completed at the discretion of the City in terms of schedule, methods, and means.
3. Execute all necessary and appropriate documents to transfer title to that portion of the Premises requested by the City to provide for street Right-of-Way (“ROW”) over and through the Premises.
4. Execute all necessary and appropriate documents to transfer title to that portion of the Premises requested by the City to provide residential building lots North of the newly designed roadway over the Premises.
5. Pay for any and all additional construction costs that are directly attributable to the construction of additional entrances requested by the Church, and agreed to by the City, for the Church’s parking areas.
6. Pay the costs for construction of an approved sidewalk along the north side of Spruce Street from 5<sup>th</sup> Avenue to 7<sup>th</sup> Avenue. It is agreed by the Parties that this obligation of the Church will not exceed Six Thousand, Five Hundred dollars (\$6,500.00).
7. Reimburse the City for one-half (1/2) of the cost of the replatting of the Premises within forty-five (45) days of completion of the replatting.

City/First Christian Church  
October 16, 2019

8. Provide clear title to the portions of the Premises dedicated to ROW and residential building lots, at Church's cost.

9. Execute an agreement to hold the City harmless from any and all liability which may arise from any activities on the Premises related to demolition and razing of the structures located on the Premises.

The City agrees to:

1. Pay for all demolition and construction activities necessary to raze and remove all structures and Appurtenances from the Premises.
2. Arrange and pay for the replatting of the Premises following demolition of Lincoln School and roadway design.

**GENERAL CONDITIONS:**

a. This Agreement may be amended at any time by mutual written agreement of the parties.

b. This Agreement shall not be assigned or transferred to any other person or entity without the prior written consent of the City.

c. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

d. The parties hereto do hereby warrant that each party is legally authorized to enter into this Agreement and that all actions necessary to authorize approval of this

City/First Christian Church  
October 16, 2019

Agreement by the persons executing the same has been duly obtained so as to legally bind the party so represented.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates reflected below.

By \_\_\_\_\_  
\_\_\_\_\_, Chairperson

By \_\_\_\_\_  
\_\_\_\_\_, Vice-Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

Dated this \_\_\_\_ day of October, 2019.

CITY OF DODGE CITY, KANSAS

By \_\_\_\_\_  
Brian Delzeit, Mayor

ATTEST:

\_\_\_\_\_  
Connie Marquez, City Clerk

Dated this \_\_\_\_ day of October, 2019.