

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, November 4, 2019

7:00 p.m.

MEETING #5139

CALL TO ORDER

ROLL CALL

INVOCATION BY Captain Roberto Davila of Salvation Army

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Issuance of Taxable Industrial Revenue Bonds (Nor-Am Logistics South, LLC.)

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Robert L. "Bob" Hughes JR. Day 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 Special Meeting Minutes, October 17, 2019;
2. Approval of City Commission Special Meeting Minutes, October 18, 2019;
3. Approval of Joint City/County Commission Meeting Minutes, October 21, 2019;
4. Approval of City Commission Work Session Minutes, October 21, 2019;
5. Approval of City Commission Meeting Minutes, October 21, 2019;
6. Approval of City Commission Special Meeting Minutes, October 28, 2019;
7. Appropriation Ordinance No .20, November 4, 2019;
8. Approval of Change Order No. 2 for Linn Street Reconstruction & Drainage Improvements.

ORDINANCES & RESOLUTIONS

Resolution No. 2019-25: A Resolution Authorizing Payment of 2019 Year End Bonuses to Qualified Employees. Report by Human Resource Officer, Tara Schraeder.

Resolution No. 2019-26: A Resolution Revising Fees and Rates for Mariah Hills Golf Course. Report by Director of Parks & Facilities, Troy Brown.

Resolution No. 2019-27: A Resolution of the Governing Body of the City of Dodge City, Kansas Amending Resolution No. 2019-21 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. Report by Finance Director, Nicole May.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the 2020 Southwest Kansas Legislative Policy Agenda. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.
2. Approval of Dodge City Family YMCA Agreement. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.
3. Approval of 5311 Public Transportation Grant Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.
4. Approval of Change Order No. 1 for the Highway-Rail Signal Interface Improvements to the BNSF Track and Crossing at 14th Avenue. Report by Director of Engineering, Ray Slattery.
5. Approval of Bids for YMCA Addition. Report by Director of Administration, Ryan Reid.
6. Approval of Attorney Engagement Agreement. Report by City Attorney, Brad Ralph.
7. Approval of Water Service Agreement with Cargill Meat Solutions Corporation. Report by City Manager, Cherise Tieben.
8. Approval of Bids for 2 New Trucks. Report by Director of Administration, Ryan Reid.

OTHER BUSINESS

ADJOURNMENT

ROBERT L. "BOB" HUGHES JR. DAY PROCLAMATION

WHEREAS, In November 1919, President Wilson proclaimed November 11 as the first commemoration of Armistice Day; later to be known as Veterans Day; and

WHEREAS, Veterans Day is the day where tribute is given to all American veterans who served their country honorably during war or peacetime; and

WHEREAS, Robert L. "Bob" Hughes Jr. from Dodge City, Kansas spent half of his two-year Marine service in the jungles of Vietnam; and

WHEREAS, Bob Hughes earned a private pilot's license and served as a Lieutenant Major in the Kansas Wing of the Civil Air Patrol; and

WHEREAS, Patriotic veterans organizations organized the Avenue of Flags in 1978; and

WHEREAS, Bob Hughes was elected chairman of the Avenue of Flags in 1992 and served continuously until his death on July 10, 2019; and

WHEREAS, the Memorial Day and Veterans Day ceremonies conducted by the Avenue of Flags at Dodge City's Maple Grove Cemetery require substantial organization and funding; and

WHEREAS, Bob Hughes provided leadership in creating a collaborative relationship among the VFW, GI Forum, American Legion, City of Dodge City, Boy Scouts, and the Community Foundation of Southwest Kansas to install and maintain the magnificent Avenue of Flags display; and

WHEREAS, in recognition for his inspiring patriotism and service to the United States, Kansas, and Dodge City, the Avenue of Flags will honor Bob Hughes during the Veterans Day ceremonies to be held in Dodge City, Kansas on November 11, 2019; and

WHEREAS, the city of Dodge City acknowledges Bob Hughes' unique achievements in service to the United States, Kansas, and Dodge City; and

WHEREAS, with gratitude for his inspiring patriotism and service to others, the city of Dodge City extends profound appreciation to Robert L. "Bob" Hughes Jr, with commitment to preserving and honoring his proud legacy for generations to come;

NOW, THEREFORE, I, BRIAN DELZEIT, MAYOR OF THE CITY OF DODGE CITY, KANSAS, do hereby proclaim November 11, 2019 as:

Robert L. "Bob" Hughes Jr. Day

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November in the year of our Lord two thousand, nineteen.

Mayor, Brian Delzeit

CITY COMMISSION SPECIAL MEETING MINUTES

City Hall Commission Chambers

Thursday, October 17, 2019

1:00 p.m.

CALL TO ORDER

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

EXECUTIVE SESSION

At 1:05 Commissioner Rick Sowers moved to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(1) to discuss personnel matters of nonelected personnel. Besides the Commissioners, the meeting included Ernestor De La Rosa, Assistant City Manager/Legislative Affairs; Tara Schraeder, Human Resources Officer; and City Commission Candidates Adam Hessman, Joe Nuci and Morris Reeves. The open meeting will resume at 4:00 pm. The Commission will take no action upon returning to the open session and prior to adjournment. Commissioner Joyce Warshaw seconded the motion. The motion carried 5 -0.

Commissioner Rick Sowers moved to extended to Executive Session for 30 more minutes. Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

The open meeting resumed at 4:30 pm.

ADJOURNMENT

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

Mayor, Brian Delzeit

ATTEST:

City Clerk, Connie Marquez

CITY COMMISSION SPECIAL MEETING MINUTES

City Hall Commission Chambers

Friday, October 18, 2019

7:00 a.m.

CALL TO ORDER

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

EXECUTIVE SESSION

At 7:02 Commissioner Sowers moved to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(1) to discuss personnel matters of nonelected personnel. Besides the Commissioners, the meeting will include Ernest De La Rosa, Assistant City Manager/Legislative Affairs; Tara Schraeder, Human Resources Officer; and City Commission Candidates Adam Hessman, Joe Nuci and Morris Reeves. The open meeting will resume at 10:00 am. The Commission will take no action upon returning to the open session and prior to adjournment. Commissioner Kent Smoll seconded the motion. The motion carried 5 -0.

The open meeting resumed at 10:00 am.

ADJOURNMENT

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

Mayor, Brian Delzeit

ATTEST:

City Clerk, Connie Marquez

JOINT CITY/COUNTY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 21, 2019

5:00 p.m.

Meeting # 5137

CALL TO ORDER

Ford County: Chairman Chris Boys, Commissioner Shawn Tasset and Ken Snook.

City of Dodge City: Mayor Brian Delzeit, Commissioners Jan Scoggins, Rick Sowers, Kent Smoll joined at 5:05 pm.

REPORTS

NEW BUSINESS

“Why Not Dodge” Sales Tax Budget. Finance Director, Nicole May gave presentation

City Action: Commissioner Rick Sowers made a motion to approve the 2020 “Why Not Dodge” Special Tax Project Budget. Commissioner Jan Scoggins seconded the motion. The motion carried 4 – 0.

Commissioner Joyce Warshaw joined the meeting at 5:20 pm.

County Action: Commissioner Chris Boys made a motion to approve the 2020 “Why Not Dodge” Special Tax Project Budget. Commissioner Shawn Tasset seconded the motion. The motion carried 3 - 0.

City/County Agreement Regarding Nor-Am. Report by City Manager, Cherise Tieben

City Action: Commissioner Jan Scoggins made a motion to accept the city county agreement regarding Nor-Am Project. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

County Action: Commissioner Shawn Tasset made a motion to approve the agreement for the No-Am Project between the City of Dodge City and Ford County with additional information fore- coming about the costs and designs of roads. Commissioner Ken Snook seconded the motion. The motion carried 3 -0.

Amended Agreement with Triple T Promotions. Report by Assistant City Manager/Public Affairs Melissa McCoy.

City Action: Commissioner Jan Scoggins mad to accept staff recommendations for the approval of amendment to the agreement with Triple T Promotions with Dodge City Raceway Park. Commissioner Kent Small seconded the motion. The motion carried 5 - 0.

County Action: Commissioner Chris Boys made a motion to approve the amended agreement between Triple T Promotions and Dodge City Raceway Park. Commissioner Shawn Tasset seconded the motion. The motion carried 3 – 0.

Fireworks Discussion. Report by City Manager Cherise Tieben

City Manager Cherise T and J.D. Gilbert, County Administrator have had discussions regarding possibly limiting the fireworks height in the city limits for the year 2020. There have been citizen concerns about the debris and fire risks. They were discussing doing something similar to what Wichita Kansas is doing, limiting to 6 foot height. There was discussion about limiting the vendors on what they could sell. Commissioner Brian Delzeit felt this is a public safely concern and we need to be proactive about this issue. There was a suggestion that there be a committee between the City, County, Fire Chiefs, and Police and Sheriff's departments, along with the vendors to meet and have discussion. No action was taken..

UPCOMING MEETINGS:

EXECUTIVE SESSION

City Action: At 5.55 Commissioner Jan Scoggins moved that the city commission recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(2) for consultation with legal counsel. The justification or closing of the meeting is to protect the privileged nature of legal advice from legal counsel regarding potential litigation. The open meeting will resume in the City Commission Chambers in 20 minutes at 6:20 p.m. The Commission will not take action upon returning to open session and prior to adjournment to include all commissioners, city manager, and city candidates. Commission Rick Sowers seconded the motion. The motion carried 5 – 0.

County Action: At 5.55 Commissioner Shawn Tasset made a motion the county commissioners recess into executive session to discuss participation in litigation pursuant to the attorney client privileged exception to the open meetings act K.S.A. 75-4319(b)(2) open meeting to resume in this location in at 6:20 p.m. in addition to the county commissioners, the county administrator, assistant county administrator, county counselor along with the city commissioners, and city manager. Commission Chris Boys seconded the motion. The motion carried 3 – 0.

ADJOURNMENT

City Action: Commissioner Rick Sowers moved and Commissioner Jan Scoggins seconded the motion to adjourn the meeting. The motion carried 5 – 0.

County Action: Commissioner Chris Boys moved and Commissioner Shawn Tasset seconded the motion to adjourn the meeting. The motion carried 3 – 0.

Mayor

ATTEST:

City Clerk

CITY COMMISSION WORK SESSION MINUTES
City Hall Commission Chambers
Monday, October 21, 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

City Commissioners along with the Director of Engineering, Ray Slattery and Civil Engineer, Tanner Rutschman boarded a bus at 6:20 pm to tour the streets around Dodge City. Ray and Tanner gave updates on current and future street constructions projects. They returned to the City Commission Chambers at 6:55 pm.

ADJOURNMENT

Mayor, Brian Delzeit

ATTEST:

City Clerk, Connie Marquez

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, October 21, 2019
7:00 p.m.
MEETING #5138

CALL TO ORDER

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

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

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).

Dedra Lemon Director gave update on the Dodge City Public Library

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. 14th Avenue

Commissioner Kent Smoll moved to approve the consent calendar as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3726: An Ordinance Vacating of Utility Easement was approved on a motion by Commissioner Joyce Warshaw. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

1. Commissioner Kent Smoll moved to approve the amended agreement with Nor-Am Logistics South. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

NEW BUSINESS

Mayor Brian Delzeit made a motion to move item number 2 of new business to item number 1. Commissioner.

1. Commissioner Jan Scoggins moved to approve the Change Order #2 from Nowak Construction Company, Inc. in the amount of \$23,715.00 to install a 1 ½” force main for National Beef’s HR Building to the new north lift station. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.
2. Commissioner Rick Sowers moved to approve the amendment to Rib Crib Development Agreement. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
3. Commissioner Joyce Warshaw moved to approve the bid from Building Solutions, LLC. In the amount of \$728,085.75 for the First Avenue reconstruction with waterline replacement. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
4. Commissioner Rick Sowers moved to approve the Demolition and Acquisition Agreement with First Christian Church of Dodge City. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Commissioner Joyce Warshaw moved to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. Besides the Commissioners, the meeting will include the City Manager, Assistant City Manager/Legislative Affairs and City Commission candidates Joe Nuci, Adam Hessman and Morris Reeves. The open meeting will resume in the City Commission Chambers in 20 minutes at 8:00 p.m. The Commission will not take action upon returning to open session and prior to adjournment.

Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0. At 8:00 pm
Commissioner Warshaw made a motion to extend the executive session for 15 minutes.
Commissioner Sowers seconded the motion. The 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.

Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk

CITY COMMISSION SPECIAL MEETING

City Hall – Commission Chamber

Monday, October 28, 2019

8:15 a.m.

CALL TO ORDER

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

EXECUTIVE SESSION

At 8:15 am Commissioner Jan Scoggins moved to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(1) to discuss personnel matters of nonelected personnel. Besides the Commissioners, the meeting will include City Manager, Cherise Tieben, Assistant City Manager, Ernestor De La Rosa, Human Resource Officer, Tara Schraeder and City Attorney Brad Ralph. The open meeting will resume in the City Commission Chambers 20 minutes at 8:35 am.. The Commission will take no action upon returning to the open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0. At 8:35 am. Commissioner Jan Scoggins made a motion to extend the meeting 5 more minutes. Commissioner Sowers seconded the motion. The motion carried unanimously

The regular meeting resumed at 8:40 am.

EXECUTIVE SESSION

At 8:40 Commissioner Jan Scoggins moved that the City Commission recess into Executive Session pursuant to the exception found in K.S.A. 75-4319(b)(4) for discussion of data relating to financial affairs or trade secrets to third parties, the justification is for financial information of a private entity to be discussed and that information to be considered confidential by that entity. The executive session will include City Manager, Cherise Tieben, Assistant City Manager, Ernestor De La Rosa and City Attorney, Brad Ralph. The open meeting will resume in the City Commission Chambers 20 minutes at 9:00 am. The Commission will take no action upon returning to the open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

The regular meeting was reconvened at 9:00 am.

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Mayor, Brian Delzeit

ATTEST:

City Clerk, Connie Marquez

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, Director of Engineering
Services*

Date: October 24, 2019

*Subject: Linn St. Reconstruction & Drainage
Improvements
(SD 1201)*

Agenda Item: Consent Calendar

Recommendation: Approve Change Order No. 2 for Linn St. Reconstruction & Drainage Improvements

Background: Linn St. Reconstruction & Drainage was approved on February 18, 2019.

Justification: Storm Basin Adjustment - Due to the limited space between the sidewalk and back-of-curb along with the grade of this area, the 30" lids of the specified storm basins were not able to be adjusted. Reducers were placed on the basins and smaller lids were installed. This allowed the lids to better match the grade.

Financial Considerations: Change Order No.2 is for an increase of \$1,621.73.

Purpose/Mission: The project aligns with two of the City's Core Values. Those are "Safety", together we endeavor to provide a safe and secure work place and community. Also, "Ongoing Improvement", together we value progress, growth & new possibilities by providing and prepare for the community's future.

Legal Considerations: N/A

Attachments: Change Order No. 2

Linn Street Drainage Improvements (SD1201)

CHANGE ORDER #2 – EXPLANATION

Storm Basin Adjustment - Due to the limited space between the sidewalk and back-of-curb along with the grade of this area, the 30" lids of the specified storm basins were not able to be adjusted. Reducers were placed on the basins and smaller lids were installed. This allowed the lids to better match the grade.

Memorandum

To: City Commissioners
City Manager
From: Tara Schraeder
Human Resources Officer
Date: October 21, 2019
Subject: Resolution No. 2019-25
Agenda Item: Year End Bonuses

Recommendation: Approval of Resolution No. 2019-25

Background: Each non-probationary full-time employee with over one (1) year of service will receive a bonus of \$50.00 per calendar years worked for the City, a benefit adopted in 1998. Each non-probationary regular part-time employee with over one (1) year of service will receive a bonus of \$25.00 per calendar years worked for the City. A cap of \$1,000 after 20 years of service has been established.

Justification: This is a budgeted item and funds are available.

Financial Considerations: The estimated cost for the 2019 annual bonuses is \$94,496.00

Purpose/Mission: To provide employees an annual reward benefit for their continued efforts in striving to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: None

Attachments: Resolution No. 2019-25

RESOLUTION NO. 2019-25

**A RESOLUTION AUTHORIZING PAYMENT OF 2019 YEAR END
BONUSES TO QUALIFIED EMPLOYEES**

WHEREAS, taking into consideration the City's financial standing, the Governing Body desires to recognize the dedication and commitment of City employees by a discretionary year end bonus, under the guidelines established by Resolution 98-41.

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

Section 1. A discretionary year-end bonus, in the amounts calculated pursuant to the guidelines established by Resolution 98-41, shall be issued to qualifying employees of the City for the calendar year of 2019.

ADOPTED by the City Commission this 4th day of November, 2019.

APPROVED AND SIGNED by the Mayor this 4th day of November, 2019.

Brian Delzeit, Mayor

Attest:

Connie Marquez, City Clerk



City of Dodge City

PARKS AND FACILITIES

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

Memorandum

To: Cherise Tieben, City Manager
City Commissioners
From: Troy Brown, Parks and Facilities Director
Cc: Chris Robinson, Golf Pro
Golf Course Advisory Board
Date: October 30, 2019
Subject: Mariah Hills Golf Course Fees

Recommendation: Staff recommends approval of Resolution 2019-26 revising fees and charges established for Mariah Hills Golf Course.

Background: The Golf Course Pro and Golf Course Advisory Board regularly review user fees and season pass rates for Mariah Hills and provide recommendations to the Commission for change when appropriate. During their last meeting the Advisory Board unanimously approved the proposed fees for 2020. The attached resolution indicates changes proposed by staff and the Advisory Boards recommendation to adopt.

With this resolution, daily fees for general weekday and weekend rates have increased by \$1.00 and Annual Pass rates have been increased by 5%.

Adult and Junior Pass Surcharges, Junior Season Passes, Trail Fee, and Cart Rental rates remain unchanged.

Justification: Current rates at Mariah have been in place since 2016. The proposed rates are consistent with other municipal operations and reflect a fair value for the course and service provided. Included with this memo are the results of a survey of other comparable municipal golf courses. This data was used to help establish the proposed rates for Mariah.

Financial Considerations: The impact of this rate change should provide an additional \$12,200 in annual revenue. Pass revenue should bring in an additional \$7,500, daily fees increase by \$4,700. Altogether this amounts to slightly less than a 3% increase in total revenue for the course.

Because these rates are consistent with other municipal operations and reflect market trends, staff does not believe the change will have a negative impact on course attendance.

Purpose/Mission: Adoption of Resolution 2019-26 meets the City's core value of Ongoing Improvement by providing variable and attractive price points for utilization of Mariah Hills Golf Course and strives to maximize revenue and utilization of the facility.

Legal Considerations: None

Attachments: Resolution 2019-26
Golf Course Rates Survey

RESOLUTION NO. 2019-26

A RESOLUTION REVISING FEES AND RATES FOR MARIAH HILLS GOLF COURSE

WHEREAS, the City maintains and operates the Mariah Hills Golf Course to provide recreational opportunities for the citizens of Dodge City and the surrounding community; and,

WHEREAS, the City desires to establish a reasonable and equitable schedule of fees and charges necessary to provide the amenities found at the Mariah Hills Golf Course at a uniform cost to all users; and,

WHEREAS, the creation of policies and regulations are necessary in order to maintain the golf course and associated amenities, and effectively administrate their use.

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

The following fees and regulations for the Mariah Hills Golf Course, and associated amenities, are hereby established.

Section 1. Definitions

- A. Junior - Juniors shall be defined as anyone seventeen 17 years of age and younger.
- B. Family – Families shall be defined as immediate family, to include spouses and all children 22 years of age and younger (or enrolled as a full-time student), living in a single residence.
- C. Senior- Seniors shall be defined as anyone 62 years of age and older.

Section 2. Fees and Charges. Fees, Season Passes and other charges shall be as follows:

Daily Fees	
Mon. - Fri.	21.00
Weekends & Holidays	24.00
9 Holes	14.00
Twilight Fee	13.00
Junior	10.00
Adult Pass Surcharge	3.00
Junior Pass Surcharge	1.00
Season Passes	
Adult	480.00
Adult Family	710.00
Senior	380.00
Senior Family	610.00
Junior	150.00

Gold Single	1,200.00
Gold Family	1,450.00
Gold Senior	1,100.00
Gold Senior Family	1,300.00

Other Charges

Cart Rental (18)	15.00
Cart Rental (9)	10.00
Trail Fee	11.00

* Gold Passes include season pass, cart rental/trail fee, and unlimited driving range privileges. Gold passes are exempt from surcharges.

Section 3. School Team Program. A program for school teams and their coaches is available to any local school district or community college sponsoring a competitive golf team.

A. High School Teams

1. Fees for high school team members and coaches are \$75 per player/coach.
2. Team memberships may be used Monday through Friday for team practices and events and are valid only during the team's regular season of practice and competition.
3. Any high school team member wishing to purchase a Junior Season Pass will receive credit for the paid Team membership and is required to pay only the difference between the Team membership fee and the Junior Season Pass.

B. College Teams

1. Fees for college team members and coaches are \$275 per player/coach.
2. Team Memberships are valid every day during Fall and Spring semesters.
3. Any college team member wishing to purchase an Adult Season Pass will receive credit for the paid Team membership and is required to pay only the difference between the Team membership fee and the Adult Season Pass.

C. Team memberships are exempt from daily surcharges.

D. Coaches are allowed to practice and play with their players during the season for all team functions and practices. If a coach wishes to play outside of a team function, he/she shall be required to pay a daily fee or purchase a season pass.

Section 4. Special Promotions.

- A. Tournament Rates – A tournament rate of \$15 per player will be available to any event with fifty (50) or more players.
- B. The Golf Course Advisory Board may from time to time determine special promotional rates and fees in order to promote the golf course. Such proposed promotions shall be submitted to the City Manager for consideration prior to publication and/or implementation.

Section 5. This Resolution shall take effect following its adoption by the Governing Body.

ADOPTED by the City Commission this 4th day of November, 2019.

APPROVED AND SIGNED by the Mayor this 4th day of November, 2019.

CITY OF DODGE CITY, KANSAS

By: _____
Brian Delzeit
Mayor

(SEAL)

ATTEST:

By: _____
Connie Marquez
City Clerk

APPROVED AS TO FORM:

By: _____
Bradley C. Ralph
City Attorney

2019 Golf Course Rate Comparisons

	<u>9 GF</u>	<u>18 GF WD</u>	<u>18 GF WE</u>	<u>9 Cart</u>	<u>18 Cart</u>
Carey Park - Hutchinson	\$ 14.00	\$ 20.00	\$ 22.00	\$ 8.00	\$ 16.00
Sand Creek Station - Newton		\$ 24.00	\$ 34.00		\$ 15.00
Buffalo Dunes - Garden City	\$ 20.00	\$ 25.00	\$ 30.00	\$ 10.00	\$ 15.00
Emporia Golf Course	\$ 14.00	\$ 18.00	\$ 22.00	\$ 12.00	\$ 16.00
Hesston Golf Course	\$ 12.00	\$ 13.00	\$ 25.00	\$ 10.00	\$ 13.00
Salina Municipal	\$ 19.00	\$ 22.00	\$ 24.00	\$ 11.00	\$ 15.75
Willow Tree Golf Course - Liberal		\$ 15.00	\$ 18.00	\$ 12.00	\$ 24.00
Mariah Hills	\$ 13.00	\$ 20.00	\$ 23.00	\$ 12.00	\$ 15.00

Memberships

Family Gold	\$ 1,400.00
Single Gold	\$ 1,150.00
Senior Family Gold	\$ 1,250.00
Senior Gold	\$ 1,050.00
Family	\$ 680.00
Single	\$ 460.00
Senior Family	\$ 580.00
Senior	\$ 360.00

9GF - 9 Hole Green Fee

18GF WD - 18 Hole Green Fee Weekday

18GF WE - 18 Hole Green Fee Weekend

Memorandum

To: Cherise Tieben, City Manager
From: Nicole May, Finance Director
Date: October 31, 2019
Subject: Resolution No. 2019-27 and Public Hearing
Agenda Item: Ordinances and Resolutions

Recommendation: The original notice of public hearing and resolution had the incorrect name of Nor-Am Logistics Ice and Cold and it should have been Nor-Am Logistics South.

Background: The public hearing and IRB's were originally approved on October 7, 2019 but due to the incorrect name it is required to approve them again.

Justification: The incorrect business name was used in the original documents used on October 7, 2019.

Financial Considerations: The prorated ten year scenario offers new tax revenues to the taxing entities in year 1 of the project. The cost benefit for each local taxing entity shows in excess of a 1.6 – 2.26 rate of return. It also shows a 2.63 rate of return to the State of Kansas. This indicates a favorable project to the local community as well as the State of Kansas

Purpose/Mission: On going community improvement allowed jobs to be retained and grow in Dodge City.

Legal Considerations: Allowed by the Kansas Constitution.

Attachments: Resolution No. 2019-27

RESOLUTION NO. 2019-27

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS AMENDING RESOLUTION NO. 2019-21 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

WHEREAS, the City of Dodge City, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Dodge City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes; and

WHEREAS, the City Commission of the Issuer (the "Governing Body") has heretofore by Resolution No. 2019-21 adopted October 7, 2019 (the "Prior Resolution") found and determined it to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the not to exceed principal amount of \$27,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the Issuer; and

WHEREAS, the Prior Resolution provided that the Project would be leased by the Issuer to Nor-Am Ice and Cold, LLC, an Iowa limited liability company; and

WHEREAS, Nor-Am Ice and Cold, LLC has advised the Issuer that the Project will be leased to Nor-Am Logistics South, LLC, an Iowa limited liability company (the "Tenant"); and

WHEREAS, in order to correct the intent of the Issuer to lease to the Tenant, the Governing Body hereby finds and determines it necessary to amend the Prior Resolution, as hereinafter set forth.

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

Section 1. Amendment to Resolution No. 2019-21. All references in Resolution No. 2019-21 to the Tenant are hereby amended to refer to Nor-Am Logistics South, LLC, an Iowa limited liability company.

Section 2. Repealer; Ratification. The rest and remainder of the Prior Resolution is hereby ratified and confirmed; provided, however, that all references to the Tenant shall refer to Nor-Am Logistics South, LLC.

Section 3. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2020 unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the governing body of the City of Dodge City, Kansas on November 4, 2019.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on November 4, 2019, as the same appears of record in my office.

DATED: November 4, 2019.

Clerk

Memorandum

To: Cherise Tieben, City Manager &
City Commissioners
From: Ernestor De La Rosa
Assistant City Manager
Date: November 4, 2019
Subject: SKC Legislative Policy Agenda
Agenda Item: New Business

Recommendation: Staff recommends approval of the 2020 Southwest Kansas legislative policy agenda.

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

Justification: The legislative policy is a communication tool that enables our legislators to understand our position on issues that might come up during the legislative session. The legislative policy agenda will be submitted to our state legislators and congressional representatives. This document will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The SKC also generally supports the provisions of the State of Municipal Policy of the League of Kansas Municipalities.

Financial Considerations: None

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

Legal Considerations: None

Attachments: 2020 SKC legislative policy agenda.



2020 SOUTHWEST KANSAS COALITION LEGISLATIVE AGENDA

ABOUT SKC

The Cities of Dodge City, Garden City, and Liberal formed the Southwest Kansas Coalition as a means to collectively and actively participate in issues impacting the region. SKC was formed to advocate for the idea that Southwest Kansas should be consistently and thoughtfully considered in state and federal level decisions, particularly when such decisions regard issues of importance to region residents. The City of Hays joined the organization as an associate member, as many of the issues important to SKC are important to all of western Kansas. SKC is profoundly dedicated to the principle of self-determination and is unfeigned in its infinite pursuit of this ideal. In this pursuit, the Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.

ANNEXATION

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

EDUCATION

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

Southwest Kansas is the only quadrant of the state without a four year public university. In order to bridge this gap and to provide a stronger higher education presence in our region, a University Center is being established to offer bachelor and masters level programs to meet the demands of the workforce with an initial focus on healthcare services. Students will obtain their first two years of education and their associates' degree through one of the regions' community colleges and then have the opportunity to finish their bachelor or advanced degree through the University Center. Headquartered in Dodge City, students across the region will have access to programs through a blended mix class format with some face to face classroom time in addition to web-based offerings. The opportunity to "Grow Our Own" is extremely critical to the long term success of our regional workforce and the state of Kansas.

IMMIGRATION

Immigrant and refugee labor is vital to the southwest Kansas economy. SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in SKC member cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal status; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community.

In addition, the SKC requests that the United States Citizenship and Immigration Services (USCIS) increase the frequency of mobile services in Southwest Kansas as follows:

- Increased frequency of mobile service visits from 3 times a year, to 9 times a year (minimum).
- Provide full services (biometrics, interviews, etc.) during each visit.
- SKC member cities will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

Lastly, the SKC strongly believes that the United States Congress should engage to deliver a bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame.

TAXES

The collection of sales and use of tax legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments. SKC opposes the removal of sales exemptions for Kansas Municipalities.

TRANSPORTATION

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

AIR TRANSPORTATION

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

RAIL TRANSPORTATION

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

HIGHWAY TRANSPORTATION

Federal transportation dollars should be spent on transportation infrastructure. Transportation infrastructure is vital to our state's and country's economy, individuals' safety and our nation's defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC supports the continued maintenance and expansion of the transportation infrastructure in Kansas. SKC supports the completion of the T-Works comprehensive transportation program and the establishment of a new comprehensive transportation plan. SKC also supports exploring regional transportation planning for Southwest Kansas.



CONTACT US

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City of Dodge City

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

Memorandum

To: City Commissioners
City Manager, Cherise Tieben

From: Ernestor De La Rosa

Date: October 31, 2019

Subject: Agreement between the Dodge City
Family YMCA and the City

Agenda Item: New Business

Recommendation: Staff recommends the approval of the Agreement between the Dodge City Family YMCA and the City for financial assistance with operating expense as the Dodge City Family YMCA transitions to an independent authorized YMCA of the USA entity.

Background: In 2011 a local group worked to form a Dodge City YMCA with the assistance of the Garden City YMCA. In 2012, together they formed the YMCA of Southwest Kansas Association and reached an agreement with the City to take over the City's recreation program. Most recently, members of the Dodge City Family YMCA board are pushing to pursue to disaffiliate from the YMCA of Southwest Kansas Association to become an independent authorized charter. This would allow for total local control of governance of the Dodge City Family YMCA and would improve local fundraising efforts for long-term sustainability of the Dodge City Family YMCA.

Justification: As a requirement of the YUSA, the Dodge City Family YMCA must show financial stability and sustainability to be able to obtain an independent authorized charter in the next two years. This funding will allow the Dodge City Family YMCA to continue to operate and be successful moving forward. Recreation is a quality of life service to our communities. This partnership will continue to support quality of life services and provide these much needed service in our community.

Financial Considerations: The City would be responsible to pay off the current debt (\$173,866.98) to allow the Dodge City Family YMCA to disaffiliate from the YMCA of Southwest Kansas Association. In addition, the City also agrees to provide up to \$75,000 annually for the use as an operational subsidy if necessary beginning in 2020. The City will not issue any funds until the Dodge City Family YMCA obtains approval of the provisional and limited license agreement with the YMCA of the USA.

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

Legal Considerations: The agreement will subject to final review by the City Attorney.

Attachments: Agreement.

AGREEMENT

This Agreement (this "Agreement") is made and entered into this 28th day of October, 2019, by and between the City of Dodge City, Kansas, a municipal corporation (the "CITY") and the Dodge City Family YMCA (the "DCFY"), a not for profit Kansas corporation, to define obligations of both parties as the DCFY seeks to obtain the grant of a corporate YMCA charter from the National Council of Young Men's Christian Associations of the United States of America (YMCA of the USA). .

WHEREAS, in 2011 a local group of citizens from the CITY worked to form the DCFY with the assistance of the Garden City Family YMCA (the "GCFY"); and,

WHEREAS, the GCFY and the DCFY became branches of the YMCA of Southwest Kansas (the "SWKY") a member association of the YMCA of the USA. As branches the DCFY and the GCFY were able to establish a governing board with jurisdiction for both the GCFY and the DCFY. The GCFY and the DCFY shared a Chief Executive Officer, a Chief Financial Officer, and maintained internal financial controls; and,

WHEREAS, in 2012, the DCFY and the SWKY reached an agreement with the CITY to allow the DCFY to take over the CITY's recreation program pursuant to a variety of agreements dated from July 10, 2012 (with supplements and addendums) through February 22, 2016; and,

WHEREAS, the SWKY established a line of credit in 2017 for the SWKY with _____ to utilize for operating shortfalls of both the DCFY and the GCFY; and,

WHEREAS, prior to the establishment of said line of credit, the GCFY subsidized the DCFY in excess of Forty-four Thousand dollars (\$44,000); and,

WHEREAS, the SWKY has debt attributable to the DCFY in the amount of One hundred Twenty-nine thousand, Seven hundred Thirty-six dollars and eighty cents (\$129,736.80); and,

WHEREAS, the DCFY is pursuing an independent corporate YMCA charter with the YMCA of the USA.

NOW THEREFORE, the Parties agree as follows:

THE CITY AGREES TO:

1. Pay DCFY One Hundred Seventy-Three Thousand, Eight Hundred Sixty-Six dollars and ninety-eight cents (\$173,866.98) to be utilized specifically for the SWKY debt.

2. Provide to DCFY up to Seventy Five Thousand dollars (\$75,000.00) each calendar year for use as an operational subsidy beginning in 2020. The necessity of the payment of such subsidy shall be wholly within the discretion of the CITY.

THE DCFY AGREES TO:

3. Terminate association with the YMCA of Southwest Kansas, following proper approval from the YMCA of the USA.
4. Fulfill the provisional and limited license agreement with the YMCA of the USA.
5. Pursue the grant of a corporate YMCA charter from the YMCA of the USA.
6. Obtain and secure the CITY's release from all previous debt incurred by SWKY and DCFY and GCFY.
7. Undertake organized fundraising activities within the community to match the annually requested operational subsidy from the CITY. These activities will be of the nature and size reasonably anticipated to accomplish DCFY's stated goals.
8. DCFY and the City both agree to operate under the established YMCA of Southwest Kansas agreements until a revised agreement can be reached.
9. Diligently pursue the approval of the YMCA of the USA to operate as a standalone YMCA and to obtain a corporate YMCA charter.

BOTH PARTIES AGREE TO:

1. Operate in accordance with the established SWKY agreements until a revised agreement can be reached between the parties.
2. Use good faith efforts in working together to accomplish the purposes and intent of this Agreement.

This Agreement shall be binding on the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

CITY OF DODGE CITY, KANSAS

BY: _____
Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk

DODGE CITY FAMILY YMCA

By: _____
Josh Shetler, President

Memorandum

To: City Manager, Cherise Tieben
City Commissioners

From: Ernestor De La Rosa, Assistant City
Manager

Date: October 31, 2019

Subject: Public Transportation Grant Letters

Agenda Item: New Business

Recommendation: Staff recommends the City Commission approve the submission of applications for 5311 public transportation grant including local match financial commitment letters as follows:

1. U.S.C. 49-5311 Public Transportation Operating Grant in the amount of \$377,377 which includes \$21,940 for administration, \$76,536 for dispatch and \$24,600 for replacement of 2 buses.

Background: The Dodge City Public Transportation provides services to Dodge City and Ford County area residents. Our services include Fixed Route, Demand Response and ADA Para-transit service. Currently we provide over 48,000 rides annually and we continue to increase ridership. The proposed budget for this grant (see Attachment 1) will continue funding for the program as follows:

- **Fixed Route Bus Service in Dodge City.** The Fixed Route bus system was expanded in May 2015. Each route runs hourly from 6:00 am to 7:00 pm, Monday through Friday, except from mid-November to March 1 when routes run from 6:00 am to 6:00 pm.
- **Door-to-Door ADA Para-transit Service.** We continue to provide door to door service (within $\frac{3}{4}$ of a mile of the Fixed Routes) for passengers with physical, cognitive or visual disabilities which prevent them from utilizing the fixed route buses.
- **Regional Demand Response Service.** We provide service outside the $\frac{3}{4}$ mile Para-transit zone, and up to 2 miles beyond the city limits. Any resident may schedule a door-to-door ride if the ride's origin or destination is beyond the $\frac{3}{4}$ mile Para-transit zone and within a 2 mile radius of City limits.

Justification: As of today, the Dodge City Public Transportation is providing over 4,000 rides on average per month with both Fixed Route and Para transit/Demand Response service. We expect that the Fixed Route and Para-transit services will continue to increase and build ridership.

Financial Considerations: There are no significant changes to the level of funding requested. Our operating and administrative budget remains the similar. For this grant cycle staff recommends Dodge City commit to meeting the local match costs associated with this important public service. The letters of financial commitment required for the 5311 grant application are as follows:

- U.S.C. 49-5311 Public Transportation Grant:
 - Operations (50%) \$254,301
 - Dispatch (50%) \$76,536
 - Administration (20%) \$21,940
 - Capital (20%) \$24,600
 - **TOTAL** **\$377,377**

The commitment letters are required to include a 50% local match of the Federal transportation funds for Operations and Dispatch for which the City is applying. Historically KDOT has supplemented the Federal funds and for this grant cycle we anticipate State funding of an additional 20%. With State funding, the net City obligation will be \$275,657 of which \$251,057 is budgeted in Public Transportation (3410) for 2020 and \$24,600 is budgeted in the depreciation fund.

Purpose/Mission: Improvements to public transportation represent the City's core values of Ongoing Improvement and Preparing for the Community's Future. Dodge City's expanding service is helping more residents every day by allowing them to get to work, do their shopping and get to medical appointments. The availability of public transportation also allows older residents to live more independently.

Legal Considerations: These commitment letters are required elements of the City's application for grant funding. KDOT will consider all requests and most likely will adjust the final approved amounts.

Attachments: Program budget document.

SFY 2020 Public Transportation Budget 5311 and 5317
July 1, 2020 - June 30, 2021

		DR/Paratransit (4 buses)	Fixed Route (3 buses)	Finney County Dispatch		
Section L. Operating Assistance Budget						
1.	Personnel – Driver (Paid)					
	1 FT wages					
	Regular PT		112,783	146,062		
	Health Insurance		22,575	33,831		
	FICA/KPERS		20,301	26,291		
	Personnel - Dispatcher					
	Personnel - Mechanic					
	Wages, 50%					
	Health Insurance					
	FICA/KPERS		0	0		
	Total Personnel		155,659	206,184		
2.	Vehicle Insurance		1,845	1,845		
3.	Advertising (includes marketing materials)		2,500	2,500		
4.	Fuel		30,000	50,000		
5.	Maintenance, Repair, Lubrication, Parts, Labor, Tires		47,500	47,500		
6.	Storage (Paid)					
7.	Contract Services (Specify name & reason)*					
8.	Communications/Phone		500	500		
9.	Other (Must specify each item)					
	9a	FIT Dispatching Contract			64,600	

SFY 2020 Public Transportation Budget 5311 and 5317
July 1, 2020 - June 30, 2021

		DR/Paratransit (4 buses)	Fixed Route (3 buses)	Finney County Dispatch		
10.	Licenses & Registration	350	350			
11.	KPTA/CTD Membership Dues	60	60			
12.	KPTA Annual Meeting Expenses	250	250			
13.	RTAP Driver Training	500	500			
14.	RTAP Manager Training	375	375			
15.	KCC Registration Fee	0	0			
16.	DOT Driver's Physical	1,000	1,000			
17.	Total Operating Expenses (Add #1 through #16)	240,539	311,064	64,600		
18.	Comments and Explanations of line items above					
19.	Project Income - Fares	16,000	27,000			
20.	Net Operating Cost (Line #17 - #19)	224,539	284,064	64,600		
21.	5311 Reimbursement Request (50% of Line 20)	112,269	142,032			
Operating/Dispatch Local Match Letters						
22.	5311 Operating/Dispatch Local Match Letter (50%)	112,269	142,032			
Section K - Capital Assistance Budget						
	20 Passenger Minibus (2)	60,000	60,000			
	Bike Raks (4)					
4.	Total Capital with 2.5% contingency	61,500	61,500			
5.	Capital Reimbursement Request (80%)	49,200	49,200			
6.	Capital Local Match Letter (20%)	12,300	12,300			

SFY 2020 Public Transportation Budget 5311 and 5317
July 1, 2020 - June 30, 2021

		DR/Paratransit (4 buses)	Fixed Route (3 buses)	Finney County Dispatch		
Section M - Administrative Assistance Budget						
24.	Administrative Personnel					
	Transportation Supervisor	22,238	22,238			
	Administrative Aide (25%)	0	0			
	Clerical Support	9,921	9,921			
	Health Insurance	11,384	11,384			
	FICA/KPERS	5,789	5,789			
	Total Administrative Personnel	49,332	49,332			
25.	Building Insurance	225	225			
26.	Office Supplies	1,500	1,500			
27.	Postage	150	150			
28.	Building Maintenance (must specify)	500	500			
29.	Utilities	2,250	2,250			
30.	Contract Services - Specify name and reason (must attach copy of contract)					
31.	Pre-Employment Drug Testing	400	400			
32.	Other (must specify each item)					
	Admin to FIT			11,936		
33.	Uniforms	500	500			
34.	Agency Audit					
35.	Total Administrative Expenses	54,857	54,857	11,936		
36.	List any general comments and explanations of line items above					
37.	Administration Reimbursement Request (80%)	43,890	43,890			
38.	Administration Local Match Letter (20%)	10,970	10,970	11,936		

SFY 2020 Public Transportation Budget 5311 and 5317
July 1, 2020 - June 30, 2021

			DR/Paratransit (4 buses)	Fixed Route (3 buses)	Finney County Dispatch		
SUMMARY (unreimbursed expense)							
5311 Operating (50%)			112,269	142,032			
5311 Capital (20%)			12,300	12,300			
5311 Administration Assistance (20%)			10,970	10,970			
5311 Dispatch (50%)					76,536		
5317 Mobility Manager (20%)							
Match Letter Requirements			135,539	165,302	76,536		
Local Match Letters							
Dodge City			135,539	165,302	76,536		

Sources							
	Anticipated KDOT Subsidy (20% Operating)		44,910	56,810			
	Dodge City						
	Public Transportation (001-3410)		78,329	96,192	76,536		
	Parks (001-5210)		0	0			
	MERF (140-3410)		12,300	12,300			

Memorandum

*To: City Manager
City Commissioners*

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

Date: February 14, 2019

*Subject: Highway-Rail Signal Interface
Agreement with BNSF for 14th Ave.
Crossing, Change Order #1, CA
1901*

Agenda Item: New Business

Recommendation: Approve Change Order #1 in the amount not to exceed \$78,000 for the Highway-Rail Signal Interface improvements to the BNSF track and crossing at 14th Ave.

Background: The City has been looking into what it would take to establish a railroad "Quiet Zone" for quite some time. After countless hours of navigating through the steps and guidelines set forth by the FRA (Federal Railroad Administration) we have finally reached a point in the establishment process where we can all but see the end. Two of the three safety improvements that are required have been completed. The installation of the non-traversable medians and all but a small portion of the signage are done. The final step is to complete the traffic signal preemption. An agreement for this work was approved at the February 18, 2019 Commission Meeting. A majority of the preemption work takes place on the BNSF line and can only be completed by BNSF. The original estimate from BNSF for the work was \$125,247.00. However this was only an estimate and the City was to be billed the actual cost of materials and labor. To date we have paid \$119,388.43, in turn leaving \$5,858.57. The City has received invoice #5 from BNSF for \$67,503.29. The final invoice will be received in November. In emails with BNSF this final invoice should be around \$15,000. The additional work for the preemption to be completed by the City is about done. The conduit from traffic signal controller at the 14th Ave. & Wyatt Earp Blvd. intersection to the railroad hut at the 14th Ave. crossing has been completed. Public works will be installing the necessary wiring and controller up grades shortly. We believe this can be completed for no more than \$7,500. After this last safety improvement step is complete, the City will need to send written statements to the CEO's of BNSF, Cimarron Valley Railroad, Amtrak, and the Secretary of KDOT stating that the safety improvements have been installed as planned. These statements are required for our Notice of Quiet Zone Establishment to be sent to the Associate Administrator of the FRA and all other involved parties. Once sent to FRA and after a short establishment period, the final few signs can be installed and the Quiet Zone will be in effect. This preemption improvement has also been requested by KDOT for a number of years, although not required at this time without the establishment of the Quiet Zone.

Justification: Currently, trains blow their horns without restriction at any time of day along the main line tracks. This does not bode well for the hotel guests and residents along Wyatt Earp Blvd. attempting to get a decent night's sleep. Establishing this quiet zone will benefit both the residents and guests of Dodge City by eliminating the sounding of train horns without due cause. As a reminder, the establishment of a quiet zone does not guarantee that trains will never blow their horns. If there is a work zone or the engineer feels there is eminent danger, they have a right to blow their horn.

Financial Considerations: This improvement will be paid through the Growth and Development Fund.

Purpose/Mission: The completion of this project aligns with the City's core value of ongoing improvement.

Legal Considerations: By approving the Change Order the City will be able to pay the Invoice #5 received from BNSF and have funds available for Invoice #6, which is to be the final invoice.

Attachments: None

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: 2019 10 31
Subject: YMCA Addition
Agenda Item: New Business

Recommendation:

Accept the proposal from Conant Construction for \$683,530. Approve Staff working with Conant on value engineering project to try to get numbers lower where possible.

This project includes removing the East Side addition and replacing it with a 50' x 155' addition. It also includes a 20' x 155' lean to extension on the East side of the new addition for Athletic Field Maintenance vehicle parking. Lastly it includes a free standing locker room for the Dodge City Community College's baseball team (who have been using space inside the YMCA building).

Background:

The YMCA has been trying for several years to complete a construction project on the Sheridan Center at the St. Mary's Complex. The City opened bids on September 11th. Of the three bidders, Conant Construction was the low bidder.

Justification:

This project addresses several needs.

*The section of the Sheridan East of the Basketball Court has developed some structural issues that will be expensive to fix.

*The YMCA is needing more space for their cardio and weight lifting programs

*Part of this project creates a separate building near Cavalier Field for use by DC3's baseball team. They have been using a room inside the building. This should be more useful for the DC3 and frees up space for the YMCA.

*Athletic Field Maintenance has been parking their mowers and vehicles behind the YMCA building. They have budgeted for a building to keep the vehicles from the elements. This project includes a lean-to beside the new addition that will meet AFM's needs. Additionally if the YMCA needs more space in the future, the area is partially ready for expansion.

Financial Considerations:

This is a budgeted purchase. The City has budgeted \$440,000 in the Development and Growth fund. The YMCA will pay the City the remainder.

Attachments: Conant Fee Schedule, concept drawings (Please refer to Base Project with Alternates (highlighted) minus the offices, laundry, panels.



- ✓ *Quality People*
- ✓ *Quality Construction*
- ✓ *Quality Relationships*

Updated Dodge City YMCA Fee Schedule:

Base Bid Total: \$675,790.00

Updates Include: Adding (6) skylights to YMCA addition, removing fire sprinkler, creating 2-hour fire separation between addition and existing building, increasing locker room to 690 square feet, and adding the 20x155 lean-to for City storage.

50'x155' YMCA Base Addition: \$514,937.00

Included in above:

Architectural/Engineering Design Fees - \$13,985.00

Construction of Metal Building – \$286,750.00

Electrical – \$88,107.00

HVAC/Mechanical/Fire Protection – \$89,265.00

Locker Room Building Total - \$121,053

20x155 Lean Total - \$39,800

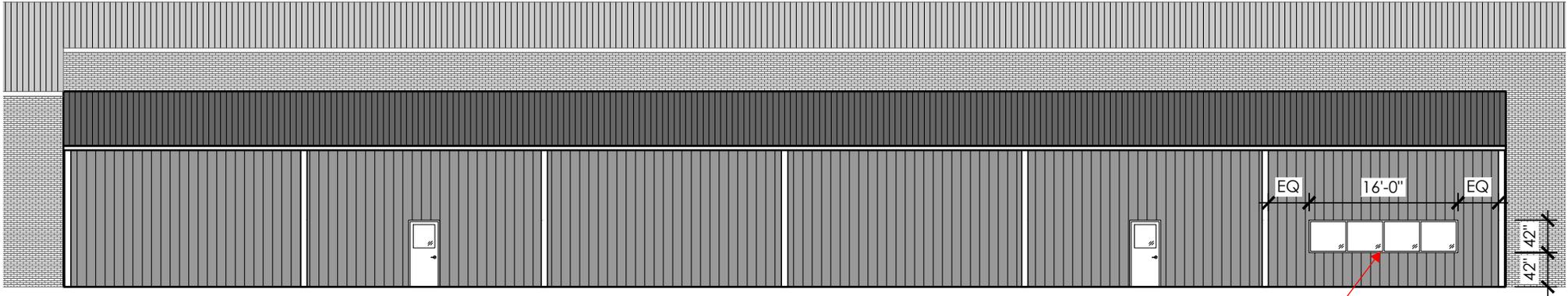
Alternate #1 – Crushed Concrete Surface at Lean-To: ADD \$8,750.00

Alternate #2 – Upgrade to Energy Saver Insulation at YMCA Addition: ADD \$19,500.00

Alternate #3 – Add (2) Offices and Laundry Room to YMCA Addition: ADD \$34,096.00

Alternate #4 – Add 6' Sidewalk at East Elevation of YMCA Addition: ADD \$4,552.00

Alternate #5 – Add 3'-6" x 16' Storefront Windows to YMCA Addition - ADD \$3,870.00 (each)



1 EAST ELEVATION
SCALE: 1/16" = 1'-0"

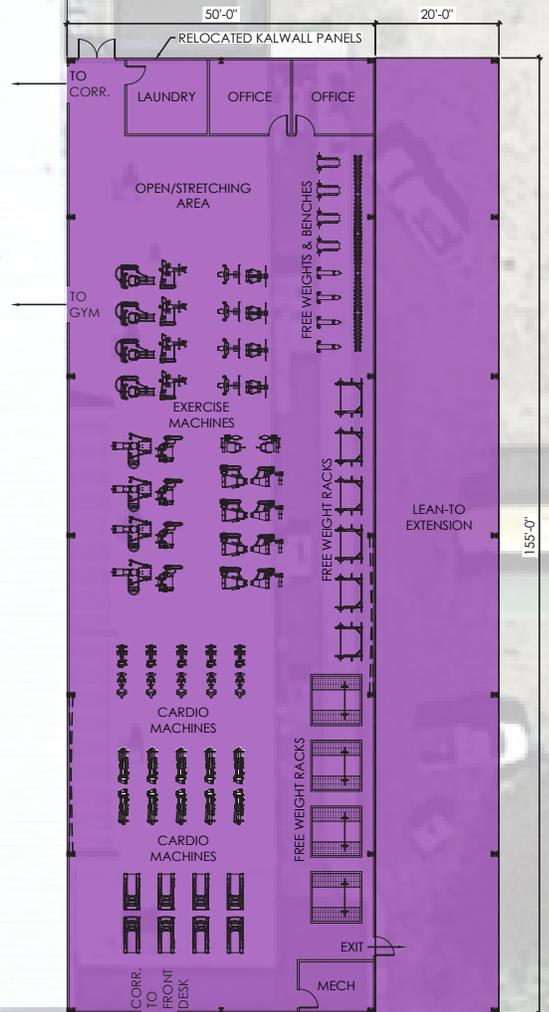
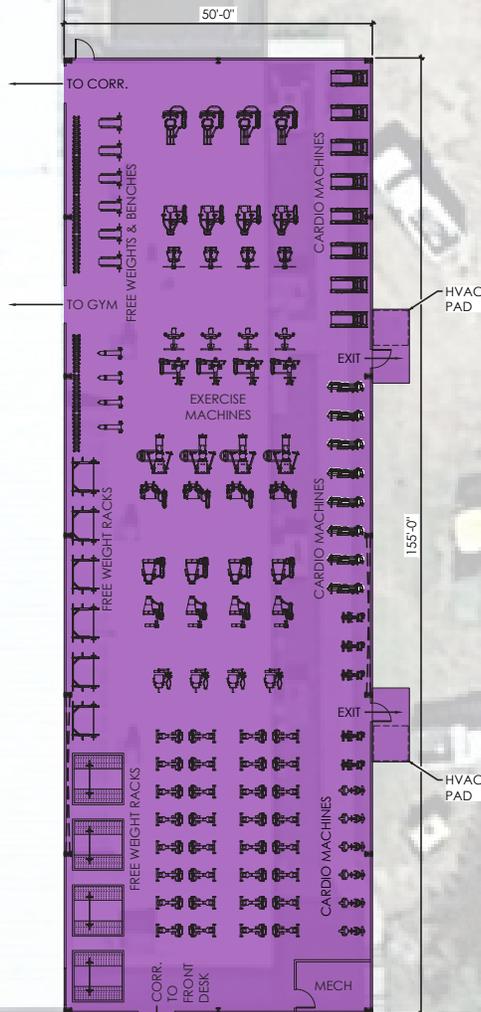
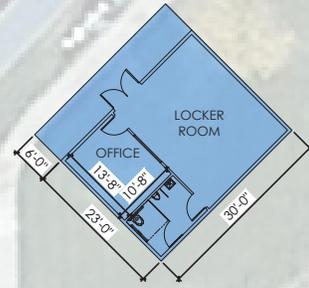
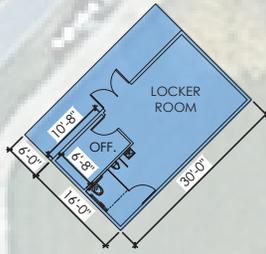
Add \$3,870.00 for each 3'-6" x 16' storefront window system as shown



DODGE CITY YMCA
FITNESS ADDITION

240 SAN JOSE
DODGE CITY, KS 67801





BASE PROJECT:

- 50' x 155' FITNESS ADDITION
- 480 SF LOCKER ROOM

BASE PROJECT WITH ALTERNATES:

- 50' X 155' FITNESS ADDITION w/ OFFICES, LAUNDRY, & RELOCATED KALWALL PANELS
- 20' x 155' LEAN-TO EXTENSION
- 690 SF LOCKER ROOM

INSPIRATION IMAGES

FITNESS CENTER, LOCKER ROOM, & ALTERNATE EXTENSION



FITNESS ADDITION WITH LEAN-TO EXTENSION



LOCKER ROOM



FREE WEIGHTS WITH MIRRORS



SPACIOUS, OPEN FEEL

INSPIRATION IMAGES

ADDITIONAL OPTIONS AVAILABLE [NEED TO BE EXPLORED DURING DESIGN PROCESS]



RUBBER FLOORING WITH LOGO
[ADDITIONAL OPTION]



WALL GRAPHICS
[ADDITIONAL OPTION]



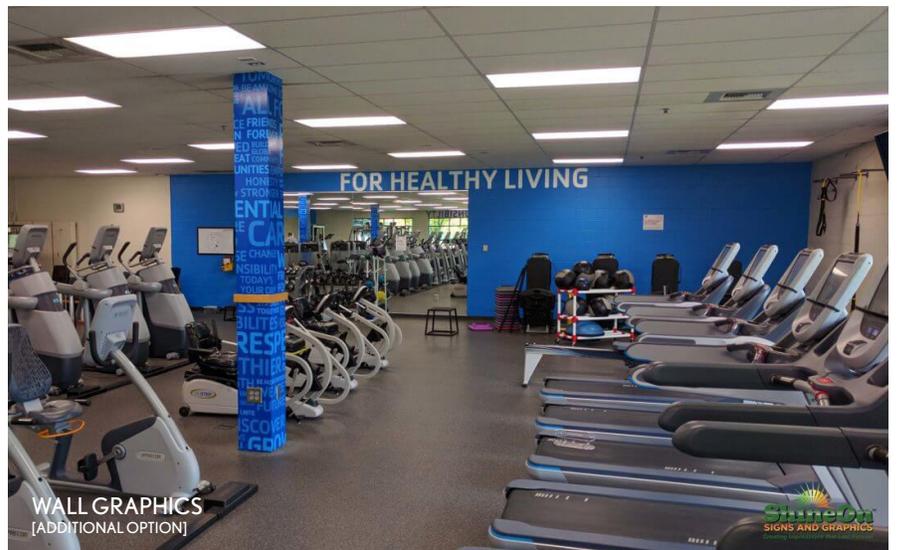
STONE WAINGSCOT
[ADDITION OPTION]



BRICK DETAILING ON METAL BLDG
[ADDITIONAL OPTION]



BUILT-IN LOCKERS
[ADDITIONAL OPTION]



WALL GRAPHICS
[ADDITIONAL OPTION]

Memorandum

*To: City Commissioners
City Manager*

From: Brad Ralph, City Attorney

Date: November 4, 2019

*Subject: Attorney Engagement Agreement
(Frieden & Forbes)*

Agenda Item: New Business

Recommendation: Approve Agreement engaging the services of legal counsel for the purposes of pursuing damages resulting the wrongful manufacture, and distribution of prescription opiates.

Background: States and municipalities across the United States have incurred expense related to the opioid epidemic. Further, recent information has come to the public's attention that manufactures of the opioid drugs were in fact wrongful in their actions related to these drugs. Litigation is in many stages from newly filed to Court verdicts seeking damages for the services required of municipalities caused by the opioids.

Justification: Recovery of municipal resources that have been expended as a result of another's wrongful conduct is proper and just in protecting the public's resources.

Financial Considerations: The contingency fee agreed to in the contract is reasonable and justified in these circumstances. The municipality will have no liability for attorney fees or expenses in the absence of any recovery.

Purpose/Mission: Providing security to our community as well as safeguarding the community's resources.

Legal Considerations: The City is entering into a contract with Weaver and will be bound by the terms of that contract.

Attachments: The Agreement with the attorneys is attached.

ENGAGEMENT TO REPRESENT

RE: DODGE CITY, KANSAS in civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby (the "Litigation").

1. SCOPE OF EMPLOYMENT: **DODGE CITY, KANSAS** (hereinafter "CLIENT"), by and through its City Commissioners, hereby retains the law firms of FRIEDEN & FORBES, LLP, pursuant to the Kansas Rules of Professional Conduct, and THEODORA ORINGHER PC, pursuant to the California Rules of Professional Conduct (collectively, the "FIRMS"), on a contingent fee basis, to pursue civil remedies against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic that is plaguing CLIENT, including but not limited to filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. The FIRMS may decide to associate with other co-counsel in the case besides those named in this paragraph. Co-counsel will be bound by the same obligations and covenants as the FIRMS. Any questions or inquiries about the case should be addressed to John C. Frieden of FRIEDEN & FORBES, LLP. CLIENT consents to the participation of the following FIRMS if no conflicts exist, including but not limited to conflicts pursuant to applicable rules of professional conduct:

FRIEDEN & FORBES, LLP
1414 SW Ashworth Place, Suite 201
Topeka, KS 66604

THEODORA ORINGHER PC
535 Anton Blvd, Ninth Floor
Costa Mesa, CA 92626

2. ATTORNEY FEES: In consideration for the services the FIRMS are agreeing to provide, CLIENT agrees to pay twenty percent (20%) of the total recovery (net) in favor of CLIENT as an attorney fee (the "Fee") whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The net recovery shall be calculated on the amount obtained after the deduction of any costs and expenses. CLIENT grants the FIRMS an interest in a fee based on the net recovery. If a court awards attorney fees, the FIRMS shall receive the greater of the net recovery-based contingent Fee or the attorney fees awarded. **There is no fee if there is no recovery.**

CLIENT acknowledges this Fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, the skill required to perform the legal services, the likelihood this employment may preclude other employment by the FIRMS, the fee customarily charged for similar legal services, the anticipated (contingent) litigation expenses, the experience, reputation, and ability of the lawyer or lawyers performing the services, and the fact that the Fee is contingent upon a successful recovery.

The Litigation is intended to address a significant problem in the community. The

Litigation focuses on the manufacturers and wholesale distributors and their roles in placing millions of prescription opiates into the marketplace, which has resulted in opioid addiction, abuse, morbidity and mortality on an unprecedented scale. There is no easy solution and no precedent for such an action against these industries. Many of the facts of the case are locked behind closed doors. The billion-dollar drug manufacturing and distribution industries deny liability. The litigation may be very expensive, and the litigation expenses will be advanced by the FIRMS with reimbursement contingent upon a successful recovery.

3. Negotiability of Fees: The rates set forth above are not set by law but are negotiable, and have been negotiated, between the FIRMS and CLIENT.
4. REPRESENTATION OF OTHER ENTITIES: CLIENT acknowledges that the FIRMS represent other governmental entities against the same defendants. It is possible that such other representation may create a conflict with CLIENT's interests, including with respect the availability of funds to settle a claim or pay a judgment. CLIENT agrees that the FIRMS continue to represent, or may undertake in the future to represent, existing or new clients against the same defendants even if the interests of such clients in those other matters are directly adverse to CLIENT's interests, including in litigation. The FIRMS agree, however, that the above consent shall not apply in any instance where, as a result of the FIRMS' representation of CLIENT, the FIRMS have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to CLIENT's material disadvantage.
5. COSTS AND OTHER EXPENSES: Theodora Oringher, P.C. will advance all litigation expenses necessary to prosecute these claims. Litigation expenses include but are not limited to expenses or charges for court costs, filing fees, depositions, and expert witnesses. CLIENT agrees that the term "expenses" includes but is not limited to retaining and compensating experts, copying and review of voluminous documents, postage, research, computerized document management, conference calls, jury consultants, travel, and costs relating to the depositions of defendants' representatives, witnesses, and agents. **There is no reimbursement of litigation expenses if there is no recovery.**

Additionally, as previously disclosed, the FIRMS are representing various other municipalities and governments throughout Kansas, and the country, regarding the same or similar claims as the claims FIRMS are asserting on behalf of CLIENT. In doing so, certain costs will be incurred that will benefit all clients, generally. In those circumstances, the FIRMS will use their best efforts to share costs amongst all clients equally, and will seek CLIENT's pre-approval, which will not be unreasonably withheld, of the allocation apportioned to CLIENT before the FIRMS bill allocated costs.

6. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor amongst the FIRMS will be decided by private agreement between the FIRMS and subject to approval by CLIENT. Any division of fees will be governed by the Kansas Rules of Professional Conduct, including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2) CLIENT has given *written* consent after

full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is required by law, the *written* closing statement in a case involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Kansas Rules of Professional Conduct; and (4) the total fee must be reasonable. As this is complex litigation, the FIRMS reserve the right to add any additional counsel, law firms, consultants and experts; however, this will in no way increase the Fee as per the terms of this contract.

7. CHARGING LIEN: CLIENT acknowledges that this contingency fee agreement entitles the FIRMS to a lien against CLIENT'S recovery for reasonable fees, costs, and expenses, governed by Rule 1.5 of the Kansas Rules of Professional Conduct and Kansas common law. This lien remains in place even in the event FIRMS are discharged by the CLIENT. No such lien will be asserted unless CLIENT receives a recovery from the Litigation via settlement, judgment or otherwise.
8. ABSOLUTE AND INDEPENDENT AUTHORITY OF CLIENT: CLIENT at all times shall retain absolute and independent authority to decide the direction and disposition of the Litigation and personally oversee and maintain ultimate control of the Litigation, including trial or settlement. CLIENT will have the right to approve or disapprove all named defendants and any settlement. CLIENT shall exercise this discretion reasonably and in good faith.
9. COMMUNICATIONS WITH CLIENT: Upon conclusion of the Litigation, the FIRMS shall provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 2-200(A)(1) and (A)(2) of the California Rules of Professional Conduct and in Rule 1.5 of the Kansas Rules of Professional Conduct. The closing statement shall be signed by CLIENT and each attorney among whom the fee is being divided.
10. CLIENT'S DUTIES: CLIENT agrees to be truthful and cooperative with the FIRMS, to keep the FIRMS informed of any information or developments that may come to CLIENT' attention that are relevant to the scope of the Litigation, to provide reasonable access to information the FIRMS may need in order to effectively prosecute the Litigation, including responding to all appropriate discovery requests, and to attend meetings when reasonably requested by the FIRMS.
11. OTHER TERMS AND CONDITIONS
 - a. Who is Our Client? It is the FIRMS' policy to represent only the person or entity identified in this engagement letter. Unless specifically stated herein, the FIRMS' representation of CLIENT does not extend to any of CLIENT's affiliates, employees,

officers, agencies, departments, or other governmental bodies under CLIENT's supervision or control, or any entities in which CLIENT owns an interest or has supervisory authority. If CLIENT is a partnership, the FIRMS' representation does not extend to the individual partners of the partnership. If CLIENT is a trade association, the FIRMS' representation excludes members of the trade association. If CLIENT is an individual, the FIRMS' representation does not include CLIENT's spouse, siblings, or other family members. In addition, the advice and communications which the FIRMS render on CLIENT's behalf are not intended to be disseminated to or relied upon by anyone else without the FIRMS' written consent.

b. Conflicts. In the event a conflict arises during the course of this litigation Firms will bring the conflict to the attention of CLIENT and the matter will be resolved in accordance with the Kansas Rules of Professional Conduct.

c. Estimates. Any estimates of anticipated fees that the FIRMS provide, for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Such estimates are not a maximum or minimum fee quotation.

d. Opinions. During the course of the FIRMS' representation of CLIENT, the FIRMS may express opinions or beliefs concerning the Litigation or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, and should not be construed by CLIENT as a promise or guarantee.

e. Client Responsibilities. Recognizing that the FIRMS cannot effectively represent CLIENT without CLIENT's cooperation and assistance, CLIENT agrees to cooperate with the FIRMS and to provide promptly all information known or available to CLIENT that is relevant to the subject matter of the FIRMS' representation or otherwise requested by the FIRMS, including any changes in the name, address, telephone number, contact person, e-mail address, state of domicile or other relevant changes regarding CLIENT or CLIENT's business. Failure to provide requested information could reduce the effectiveness of the FIRMS' representation of CLIENT. It is essential that the FIRMS be able to reach CLIENT when needed.

f. Termination. Either the FIRMS or CLIENT (or both) may terminate the engagement at any time for any reason by written notice, subject on the FIRMS' part to applicable rules of professional conduct.

g. Retention and Destruction of Documents. Following the conclusion of this engagement, any otherwise nonpublic information CLIENT has supplied to the FIRMS which is retained by the FIRMS will be kept confidential in accordance with applicable rules of professional conduct. At CLIENT's request, CLIENT papers and property will be returned to CLIENT. The FIRMS' own files pertaining to the matter, which include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work reports, prepared by or for the internal use of lawyers, will be retained by the FIRMS. If CLIENT does not request the return of CLIENT's records, CLIENT's records will be destroyed following the

period of time specified by the FIRMS' document retention/destruction policy. This period may vary depending on the nature of the engagement involved. In any event, all files may be destroyed seven years following the conclusion of the engagement.

h. Fee Arbitration. In the unlikely event of any dispute regarding the amount or payment of fees, the FIRMS have the right to terminate their legal representation in this matter, subject to the FIRMS' obligation to give CLIENT reasonable notice to arrange for alternative representation. The FIRMS mutually agree that any such fee dispute shall be submitted to mandatory binding arbitration. While arbitration is a faster, less costly and less publicized avenue for resolving disputes, CLIENT should know that in agreeing to arbitration, CLIENT is waiving CLIENT's right to a trial by jury. Because of this, CLIENT is encouraged to seek the advice of independent counsel before agreeing to these terms. Such arbitration shall be conducted in accordance with procedures established by the State Bar of Kansas before an arbitrator or arbitrators selected in accordance with those procedures, who shall hear and resolve the dispute in DODGE CITY, Kansas. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act, as adopted in Chapter 5, Article 4 of the Kansas Statutes Annotated, effective July 1, 2018, and of the Kansas Rules of Civil Procedure. The prevailing party in any such arbitration shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.

i. Mediation. As to any claim or dispute arising out of or connected with the FIRMS' services, other than a fee dispute covered by the preceding paragraph, the FIRMS mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure.

j. Confidentiality. The FIRMS will maintain all information regarding CLIENT's representation confidential in accordance with the Kansas and California Rules of Professional Conduct. From time to time the FIRMS may have discussions with other lawyers and/or law firms, for the purpose of considering their employment by—and a potential combination with—the FIRMS. During the course of those discussions it may be necessary to disclose CLIENT's identity as a client or fee and billing information relating to the FIRMS' representation of CLIENT. Such disclosure shall be subject to a confidentiality agreement between the FIRMS and such other lawyers or law firms, and CLIENT agrees that the FIRMS may disclose such limited information for these purposes.

k. Multi-Party Representation.

(i) Under the Rules of Professional Conduct, the FIRMS are permitted to represent multiple clients in a matter as long as the FIRMS can adequately represent the interests of each client and each client knowingly consents to the joint representation. If this matter involves the FIRMS' representation of multiple clients (the "MULTIPLE CLIENTS"), either at the commencement or during the course of the representation, the FIRMS believe, based on the information available to the FIRMS at the time of undertaking the joint representation, that there are no conflicts of interest among or between CLIENT and the MULTIPLE CLIENTS (each a "PARTY" and, collectively, the "PARTIES") that would prevent the

FIRMS from undertaking the PARTIES' joint representation. Accordingly, the FIRMS will share all material information relating to the representation with the PARTIES; although the FIRMS' communications with one or more of the PARTIES are protected by the client-attorney privilege vis-à-vis all third parties, information shared with the FIRMS by one or more of the PARTIES is not protected by such privilege among the PARTIES. While the interests of the PARTIES may be similar in many respects, they may not be identical and a conflict may develop at some later date. If at any time CLIENT become aware of any conflict or potential conflict between CLIENT's interests and those of any other PARTY, CLIENT shall communicate with the FIRMS immediately so that the FIRMS can determine whether the FIRMS can continue representation of both CLIENT and such PARTY. To the extent such conflicts do develop and CLIENT disagrees with one or more of PARTIES on any issue, the FIRMS will ask CLIENT to resolve CLIENT's differences with such PARTY, without the FIRMS' assistance. If CLIENT cannot resolve such differences as described in the immediately preceding sentence, the FIRMS will not be able to represent CLIENT as to that issue. If the differences are serious enough, the FIRMS may be required by applicable ethics rules to withdraw from the matter completely.

12. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: CLIENT acknowledges review and understanding of this Agreement, having read its contents in its entirety, and CLIENT understands and agrees with all of its provisions. CLIENT acknowledges that the FIRMS and their employees or agents have made no promise or guarantee regarding the successful determination of CLIENT's claim or causes of action or regarding the amount of recovery or the type of relief, if any, which CLIENT may obtain as a result of the Litigation. The FIRMS, their attorneys and this Agreement make no such promises or guarantees. The FIRMS' comments about the outcome of the Litigation are expressions of opinion only, and the attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2019.

at _____, **KANSAS**

By: _____
(Signature)

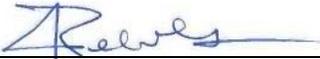
(Name)

(Title)

Accepted:

FRIEDEN & FORBES, LLP
1414 SW Ashworth Place, Suite 201
Topeka, KS 66604

THEODORA ORINGHER PC
535 Anton Blvd, Ninth Floor
Costa Mesa, CA 92626

By 

Jeff Reeves
Theodora Oringher PC

October 23, 2019
Date

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: October 31, 2019
Subject: Cargill Water Contract
Agenda Item: New Business

Recommendation: Staff recommends the approval for water service with Cargill Meat Solutions Corporation.

Background: Cargill representatives approached City staff to assist with water service to be provided to the local plant.

Justification: Cargill provides employment in our community of well over 2700 individuals and is the second largest employer in the community. Providing them with a reliable water source as a backstop to their existing water source is simply practical. They are limited to 275,000 gallons per day. Since they have agreed to annexation at some point in the future or if they refuse annexation at some point in the future we can cease providing the water service to Cargill. No additional water rights are necessary at this time. Even though we do not believe this will be necessary, Cargill is aware that if a drought issue arises and water rights become a concern for the community, the water can be disconnected.

Financial Considerations: Cargill will pay the rates in accordance with the annual establishment of fees and rates for water utility service inside the City limits, as a portion of their plant is within our boundaries.

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

Legal Considerations: The City Attorney has reviewed and finalized the agreement.

Attachments: Contract for water service.

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: October 25th, 2019
Subject: Two (2) Pickup trucks
Agenda Item: New Business

Recommendation: On October 22nd, 2019, bids were received and opened for two (2) new pickup trucks for two different City Departments. Both trucks were budgeted for this year.

Based on the review of the bids received, staff would recommend purchasing the vehicles from the low bidders as follows:

Engineering Truck (Full size, standard cab, long bed, 4x4): **\$28,996** from Lewis Chevrolet. This truck would be a 2020 Chevy 1500.

Development Services Truck (Mid-sized, extended cab, 2WD): **\$23,953** from G&G. This truck would be a 2020 GMC Canyon.

Bid tabulation is attached for your review.

Background:

The new Engineering truck will be used by that department to carry out their responsibilities. Its primary duties should consist of project administration, normal engineering tasks, and occasional use for out of town travel for Engineering. It will replace a 2004 Chevy Silverado that will either be used in another department or sold at auction.

The new Development Service truck will be used by Code Enforcement. They will use it to do inspections, go to offsite meetings, etc. It will replace a 2005 Dodge Dakota that has a failing transmission.

Justification: All of the recommended bidders met specs adequately. Staff is recommending low bids as indicated above.

Financial Considerations:

This is a budgeted purchase.

Attachments: Bid Tabulation

Bids opened: October 22nd, 2019

Bid Tabs (Engineering 4x4)		Budgeted Amount	Full Size, Std. Cab, Long Bed 4x4
		\$ 28,000.00	
<u>Vendor</u>	<u>Total</u>		<u>Notes</u>
G&G	\$36,485		GMC Sierra
Lewis Chevrolet	\$28,996		2020 Chevy 1500, meets specs
Lopp	non bid		Cannot bid standard cabs due to low production and lengthy wait time



Example of Chevrolet 1500

Bid Tabs (Dev Services)		Budgeted Amount	Mid-Sized Ext Cab 2WD Work Truck
		\$ 28,000.00	
<u>Vendor</u>	<u>Total</u>		<u>Notes</u>
Lopp Motors	\$24,074		Ram 1500. Did not meet specs
G&G	\$23,953		GMC Canyon. Meets specs. Low bid.
Lewis Chevrolet	\$25,196		Chevrolet Colorado



Example of GMC Canyon