

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, December 16, 2019

7:00 p.m.

MEETING #5144

CALL TO ORDER

ROLL CALL

INVOCATION BY Kurt Larson of Grace Community 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).

Certified Public Manager Recognition for Jesse Smith

Economic Development Update

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 2, 2019;
2. Appropriation Ordinance No.24, December 16, 2019;
3. Cereal Malt Beverage License:
 - a. Pizza Hut, 110 Frontview
4. Approval of Hennessey Hall Lease Agreement with Arrowhead West;
5. Approval of Change Order #1 for Candletree #8.

ORDINANCES & RESOLUTIONS

Resolution No. 2019-32: A Resolution Approving the Release of Certain Guarantors to the Leisure Development, LLC Development Agreement; Approving the Amendment and Restatement of Certain Guarantees to the Leisure Development, LLV Development Agreement;

and Approving the Engagement of Noble Hospitality as the Manager of the Hotel and the RV Park. Report by City Manager, Cherise Tieben.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Professional Architecture Services Agreement for the Dodge City Regional Airport Terminal. Report by Director of Administration, Ryan Reid.
2. Approval of the Moderate Income Housing Grant Agreement. Report by Mollea Wainscott, Special Projects Coordinator.
3. Approval of 2020 Federal/State Legislative Policy. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.
4. Approval of Bids for the Hennessey Hall Improvements. Report by Director of Administration, Ryan Reid.
5. Approval of the Operations Maintenance and Management Services Agreement for the Wastewater Treatment Plants with CH2M Hill. Report by City Manager, Cherise Tieben

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, December 2, 2019
7:00 p.m.
MEETING #5143

CALL TO ORDER

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

INVOCATION by Kurt Larson of Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Kent Smoll moved to approve the agenda as presented. Commissioner Jan Scoggins seconded the motion. The motion carried 4 - 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).

CONSENT CALENDAR

1. Approval of City Commission Work Session, November 18, 2019;
2. Approval of City Commission Meeting Minutes, November 18, 2019;
3. Approval of City Commission Special Meeting Minutes, November 25, 2019;
4. Appropriation Ordinance No.23, December 2, 2019;
5. Cereal Malt Beverage License:
 - a. Murphy Oil USA, Inc. 1907 N. 14th Avenue,
6. Approval of Change Order No. 3 for 2019 Asphalt Street Projects.

Commissioner Jan Scoggins made a motion to approve the consent calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Jan Scoggins made a motion to approve the agreement with Olsson in the amount of \$519,847, pending approval by City Attorney for Engineering Services for Trail Street and US 56/283/400 Intersection and Trail Street Reconstruction Design. Commissioner Kent Smoll seconded the motion. The motion carried 4 - 0.
2. Commissioner Rick Sowers moved to approve the 2019 Special Alcohol and Drug Funds in the following amounts:

Organization	Project	Amount of Request	Recommendation
Compass Behavioral Health	Dual Diagnosis services	14,000	14,000
Dodge City Police Dept – GREAT Program	Supplies and training for GREAT Program	8,500	5,000
New Chance	Assist with social detox position & bilingual licensed counselor position	72,500	71,500
Friends of Recovery	Oxford Houses of Dodge City	24,000	9,500

Commissioner Jan Scoggins seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

Staff Reports

ADJOURNMENT

Commissioner Jan Scoggins made a motion to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.

Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Dodge City, Kansas

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-822381178F-01

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

Name of Corporation GMRG ACQ 1, LLC		Principal Place of Business	
Corporation Street Address 10880 Benson, Suite 2320		Corporation City Overland Park	State KS Zip Code 66210
Date of Incorporation 8/3/17	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Jen Seward		Phone No. 620-243-2955	
Residence Street Address 1695 N. Mayfield Rd		City Hutchinson	State KS Zip Code 67501

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Pizza Hut #035923	Name Pizza Hut #035923
Business Location Address 110 Frontview	Address 10880 Benson, Suite 2320
City Dodge City	City Overland Park
State KS	State KS
Zip 67801	Zip 66210
Business Phone No. 620-225-2286	<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) Michael Cherney	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name Michael Cherney	Position CEO	Date of Birth 1/23/1983
Residence Street Address 2050 North Clark St, Apt 408	City Chicago	State IL Zip Code 60614
Spouse Name Sara Cherney	Position N/A	Date of Birth 6/23/1981
Residence Street Address 2050 North Clark St, Apt 408	City Chicago	State IL Zip Code 60614
Name Tim Quinlan	Position Passive Investor	Date of Birth 10/4/1976
Residence Street Address 14 East 93rd Street	City New York	State NY Zip Code 10028
Spouse Name Courtney Quinlan	Position	Age 5/14/76
Residence Street Address 14 East 93rd Street	City New York	State NY Zip Code 10028
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State Zip Code



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
Date: December 16, 2019
Subject: Hennessy Lease

RECOMMENDATION: Staff recommends approving the lease with Arrowhead West Inc. for space at Hennessy Hall.

BACKGROUND: Arrow Head West Inc. desires to continue leasing space at Hennessy to house their operations and services. They are a Kansas not-for-profit corporation that provides services to regional school districts in a variety of areas including professional development.

The space being rented is on the first floor and is designated as room 132.

JUSTIFICATION: Arrow Head West Inc. is a not-for-profit public service enterprise that is consistent and compatible with other entities currently housed in the facility.

FINANCIAL CONSIDERATIONS: The annual lease payment will be \$5,520 based on the standard \$6 per sq. ft. price charged to tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

PURPOSE/MISSION: This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional resources for citizens as they strive to provide and maintain housing and educate themselves to improve their quality of life.

LEGAL CONSIDERATIONS: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for three years. The lease agreement was approved by the city attorney.

ATTACHMENT:

Lease Agreement

Hennessey Hall Lease Agreement

This lease agreement (this "Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "LANDLORD") and Arrowhead West, Inc., a Kansas not-for-profit corporation. (the "TENANT").

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

- 1. LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of Hennessey Hall hereby leased to the TENANT is outlined in red, comprising approximately nine hundred twenty (920) square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "Leased Premises".
- 2. TERM:** The term of this Lease shall be for a period of three (3) years commencing January 1, 2020, and terminating December 31, 2022, subject, however, to earlier termination as set forth herein.
- 3. LEASE RENTAL:** During each year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of five thousand, five hundred twenty dollars (\$5,520.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of four hundred sixty dollars (\$460.00), commencing on the first day of January, 2020, for 1st month's rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "Base Rent".
- 4. ADDITIONAL RENT:** It is agreed by the parties that, in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the Leased Premises is exempt from real estate taxes, and the parties anticipate the continued exemption of the Leased Premises during the term of this Lease; provided, however, that in the event Hennessey Hall in which the Leased Premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

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

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of this Lease are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the TENANT based on percentage that the

Leased Premises covered by this Lease bears to the total usable space in Hennessey Hall. It is agreed that the Leased Premises covered by this Lease is approximately nine hundred twenty (920) square feet and the total usable space for Hennessey Hall is thirty-eight thousand (38,000) square feet, and that the TENANT'S proportionate percentage of the total building space is two and four-tenths percent (2.4%).

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 2.4%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by 920 square feet and that amount shall then be added to the Base Rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the LANDLORD in monthly installments commencing on November 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to Hennessey Hall for the calendar year 2019.

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

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

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

- 6. SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to Hennessey Hall. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7. JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the Leased Premises.

The TENANT will be responsible for providing janitorial services to the Leased Premises.

- 8. TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) for Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the Leased Premises.
- 9. USE:** The TENANT shall use and occupy the Leased Premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the Leased Premises to be used for any other purpose, without the prior written consent of the LANDLORD.
- 10. TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the Leased Premises prior to the execution of this Lease, and hereby accepts said Leased Premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the Leased Premises.

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

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

- (a) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of Hennessey Hall which includes the Leased Premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.

- 11. CASUALTY INSURANCE:** The LANDLORD agrees to keep Hennessey Hall insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other assets of the TENANT.
- 12. TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use

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

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

13. DESTRUCTION: In the event the Leased Premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said Leased Premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the Leased Premises is put in complete repair. If the Leased Premises shall, at any time during the life of this Lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this Lease shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the Leased Premises are not substantially damaged or destroyed, this Lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the Leased Premises are untenable.

14. UTILITIES: The LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the Leased Premises.

15. ASSIGNMENT BY TENANT: The TENANT shall not assign this Lease nor sublet or permit the Leased Premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

16. ASSIGNMENT BY LANDLORD: The LANDLORD shall have the right to assign this Lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this Lease, and the same shall be binding on the LANDLORD'S assignee.

17. RULES AND REGULATIONS: The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of Hennessey Hall. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

18. NOTICES: Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Arrowhead West, Inc., 1100 E. Wyatt Earp, Dodge City, KS 67801.

19. BINDER: This Lease shall be binding on the parties hereto and their respective successors and assigns.

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

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
BRIAN DELZEIT, MAYOR

APPROVED:

CONNIE MARQUEZ, CITY CLERK

ARROWHEAD WEST, INC

By: _____
LORI PENDERGAST, PRESIDENT

Memorandum

To: City Manager
City Commissioners
From: Ray Slattery, P.E.
Director of Engineering Services
Date: December 11, 2019
Subject: Candletree #8 Phase II
PL 1804
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for Candletree #8 Phase II.

Background: Candletree #8 Phase II was approved on January 22, 2019.

Justification: Sanitary Sewer

4" PVC Sanitary Sewer Lateral – The extra 96 L.F. represents actual field measurements. Most of the increase was due to the vertical risers not being accounted for in the original quantity.

Waterline

¾" Blue Poly Pipe – The additional 115 L.F. represents actual field measurements. Some extra pipe was installed to make the final hook-up easier.

Streets and Grading

Embankment (95%)(Contractor Furnished)(VRF=1.1) – The deletion of 156 C.Y. represents final numbers. The contractor didn't need to provide as much fill as originally thought. The Developer is using the spoils from the basement excavations for this.

Construction Entrance - The Contractor was able to build the project by using only 1 Construction Entrance.

Temporary & Permanent Seeding – These line items were under run. The Developer started construction of the new homes prior to the project being finished and was seeding the newly developed lots.

Extra

Sewer Service & Line Rework - The sewer line and service at the sewer line tie –in had to be reworked to provide a neat and conforming tie-in and provide for planned flow.

Financial Considerations: Change Order No. 1 is for an increase of \$7,367.50.

Purpose/Mission: The completion of this project will adhere to our core value of 'Safety' and 'Ongoing Improvement' by maintaining our street infrastructure in an acceptable condition.

Legal Considerations: N/A

Attachments: The Change Order #1

(Published in *Dodge City Daily Globe* on _____, 2019)

RESOLUTION NO. 2019-32

A RESOLUTION APPROVING THE RELEASE OF CERTAIN GUARANTORS TO THE LEISURE DEVELOPMENT, LLC DEVELOPMENT AGREEMENT; APPROVING THE AMENDMENT AND RESTATEMENT OF CERTAIN GUARANTEES TO THE LEISURE DEVELOPMENT, LLC DEVELOPMENT AGREEMENT; AND APPROVING THE ENGAGEMENT OF NOBLE HOSPITALITY AS THE MANAGER OF THE HOTEL AND THE RV PARK

WHEREAS, the City of Dodge City, Kansas (the "City") and Inn Vestments II, LLC, a Kansas limited liability company, as successor-in-interest to Leisure Development, LLC ("Developer") have entered into that certain Development Agreement dated as of April 20, 2015, as amended by that certain First Amendment to Leisure Development, LLC Development Agreement dated as of September 9, 2015, and as further amended by that certain Second Amendment to the Leisure Development, LLC Development Agreement dated November 19, 2015, and as further amended by that certain Third Amendment to the Leisure Development, LLC Development Agreement dated as of November, 2017 (collectively, as amended, the "Development Agreement");

WHEREAS, Section 8.3 of the Development Agreement required Developer to provide certain guarantees to ensure the due and punctual payment and performance of certain obligations under the Development Agreement; and

WHEREAS, on December 22, 2015, Developer caused certain guarantees to be delivered to the City, including guarantees from Steven C. Olson ("Olson") and Richard E. Smith ("Smith"), each in their individual capacity;

WHEREAS, on December 22, 2015, Developer also caused other guarantees to be delivered to the City, including guarantees from (a) Lloyd and Judy G. Schneider, (b) Harvey and Sandra Pakkebie; (c) Tim Dewey; (d) Craig McClure and John McClure; (e) LewAnn Schneider, and (f) Janene Schneider (collectively, the "Remaining Guarantors");

WHEREAS, Developer has requested that Olson and Smith be released from their guarantees, provided that the Remaining Guarantors will absorb and take full responsibility for the guaranty liability of Olson and Smith;

WHEREAS, the City has agreed to release Olson pursuant to that Release of Guaranty instrument presented to the Commission on December 16, 2019 (the "Olson Release");

WHEREAS, the City has agreed to release Smith pursuant to that Release of Guaranty instrument presented to the Commission on December 16, 2019 (the "Smith Release");

WHEREAS, the Remaining Guarantors have agreed to absorb and take full responsibility for the guaranty liability of Olson and Smith pursuant to (a) the Amended and Restated Guaranty Agreement of Lloyd and Judy G. Schneider, (b) the Amended and Restated Guaranty Agreement of Harvey and Sandra Pakkebie; (c) the Amended and Restated Guaranty Agreement of Tim and Patricia Dewey; (d) the Amended and Restated Guaranty Agreement of Craig McClure and John McClure; (e) the Amended and Restated Guaranty Agreement of LewAnn Schneider, and (f) the Amended and Restated Guaranty Agreement of Janene Schneider, each of which was presented to the Commission on December 16, 2019 (collectively, the "Amended and Restated Guarantees");

WHEREAS, Section 7.2 of the Development Agreement requires Developer to enter into a management agreement for the Hotel Component of the Project (as defined by the Development Agreement), and Developer now desires to make a change to the manager of said Hotel Component; and

WHEREAS, the City has reviewed the terms and conditions of the new management agreement with Noble Hospitality for the Hotel Component and approves the appointment of Noble as the new manager of the Hotel Component and approves the new management agreement with Noble.

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

Section 1. That the City hereby approves the Olson Release, the Smith Release and the Amended and Restated Guarantees in substantially the forms considered by the Commission on December 16, 2019.

Section 2. That the City is hereby authorized to execute in the name of the City, the Olson Release, the Smith Release and the Amended and Restated Guarantees, and any other certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. The City Clerk is hereby authorized and directed to publish this Resolution once in the *Dodge City Daily Globe*.

Section 3. The City hereby approves the management agreement with Noble Hospitality for the Hotel Component (as described in the Development Agreement) and approves the appointment of Noble as the manager of the Hotel Component.

Section 4. This Resolution shall be effective upon adoption by the City Commissioners.

ADOPTED BY THE CITY COMMISSIONERS ON THIS 16th DAY OF DECEMBER, 2019.

Mayor

ATTEST:

City Clerk

(Seal)

Memorandum

*To: City Manager
City Commissioners*

*From: Ryan Reid, Director of
Administration*

Date: December 10th, 2019

*Subject: Professional Architecture
Services for Airport Terminal*

Agenda Item: New Business

Recommendation:

It is the recommendation of staff to approve the professional architecture services agreement with Burns and McDonnell of Kansas City, MO. for the airport terminal for \$160,950.00

Background:

Staff advertised for services and formed a Committee to review the responses. Burn and McDonnell received the highest scores and have worked with the City before on Airport projects.

Justification:

Staff has identified the need to utilize existing space better including getting more area for passengers especially after they have gone through security. The terminal was last remodeled in 1998.

Financial Considerations:

This project is budgeted for 2020. Temp Notes will need to be issued and will be paid for through Growth and Development. Legal has reviewed the agreement.

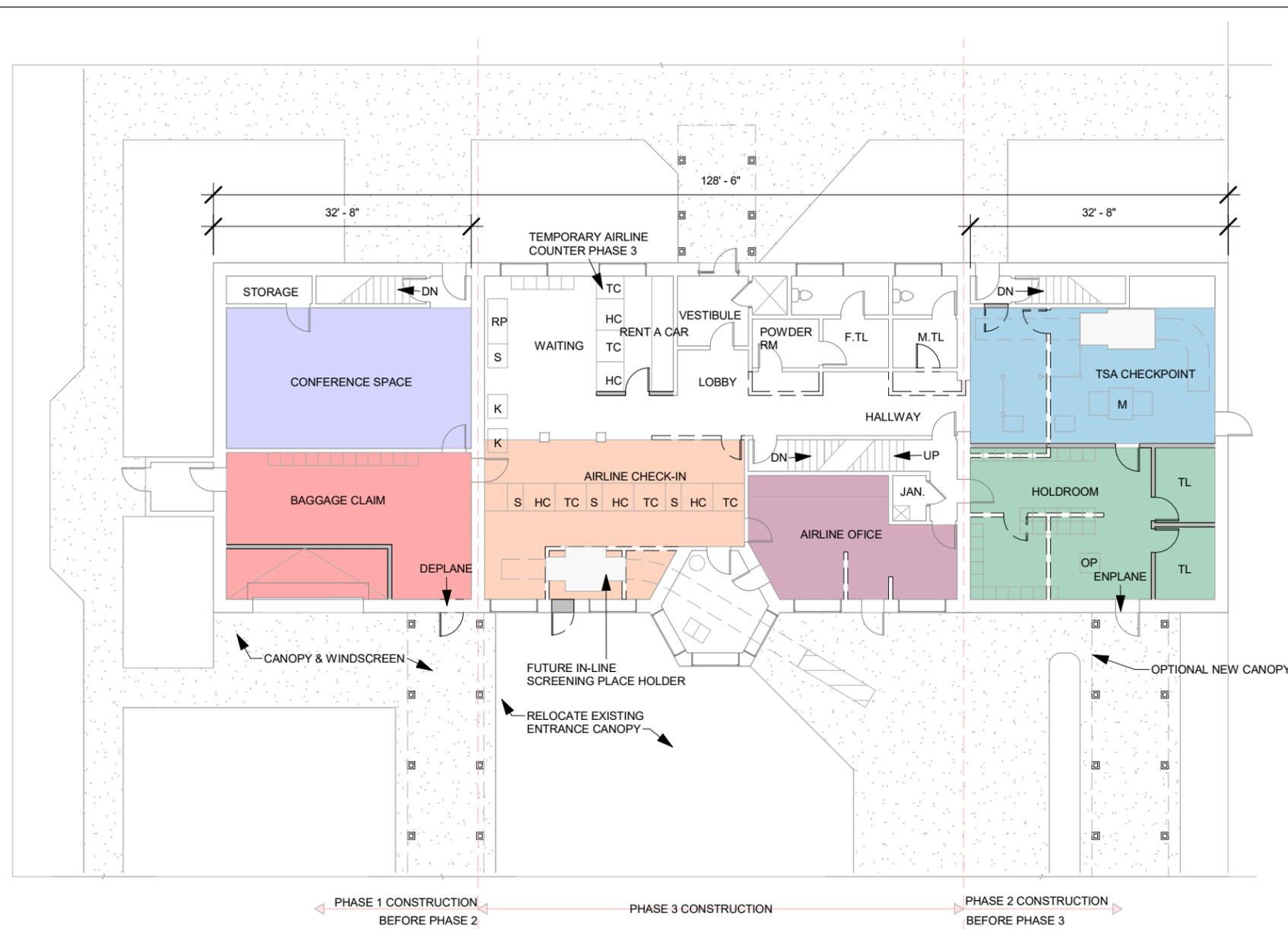
Attachment:

Burns and McDonnell agreement, samples from proposal, Committee Scoring Summary.

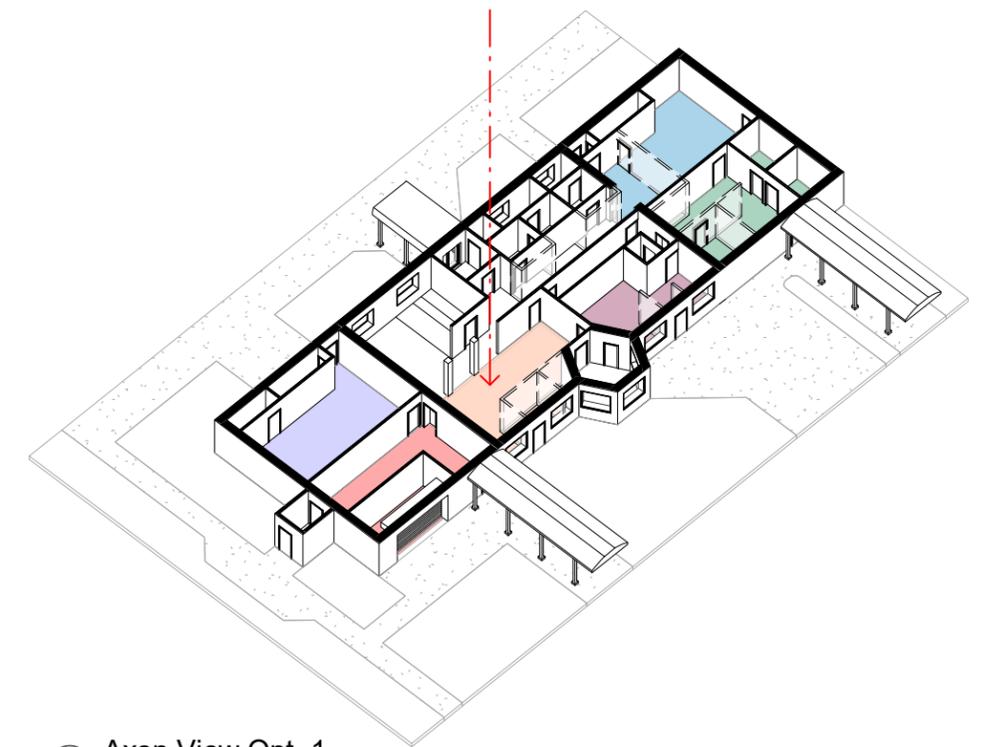
CITY OF DODGE CITY, KANSAS
 Selection Committee Score Summary
 2019 DC Airport Consultant RFQ
 Sept, 2019

Criteria	Possible Points	GLMV	Gibson, Mancini, Carmichael, & Nelson	Burns McDonnell
Professional Qualifications: Consider the involvement and experience of the firm for the project	20	19.17	17.67	19.83
Statement of Availability/Approach: Does consultant have available personnel to complete project? What approach or timeline has the consultant given?	10	7.33	8.17	7.50
Comparable Project Experience & Innovativeness of firm in working on this type of Project	35	32.33	31.83	33.67
Interest shown: Has the firm demonstrated an interest in the work.	25	20.17	23.00	24.33
Proximity of Design Team to Dodge City	10	6.83	7.33	8.17
Totals	100	85.83	88.00	93.50

Selection Committee:
 Ryan, Cherise, Ray, Abbey, Kevin, Kelli



*DESIGN INSPIRATION: ALASKA AIRLINES TICKET COUNTER INTRODUCE TECHNOLOGY TO PASSENGER PROCESSING



② Axon View Opt. 1

*PRELIMINARY CONCEPT - NOT FOR CONSTRUCTION

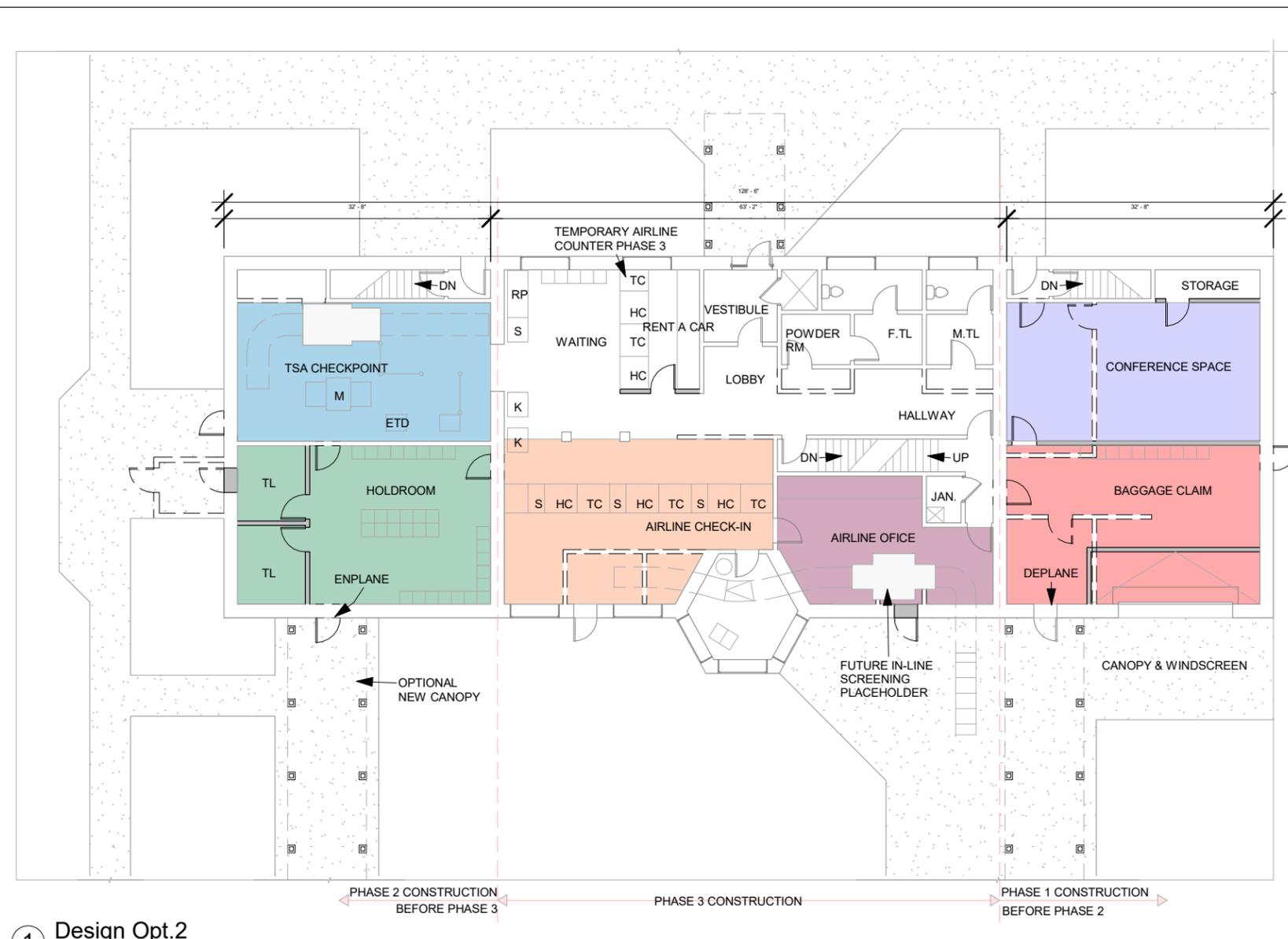
① Design Opt.1
1/16" = 1'-0"



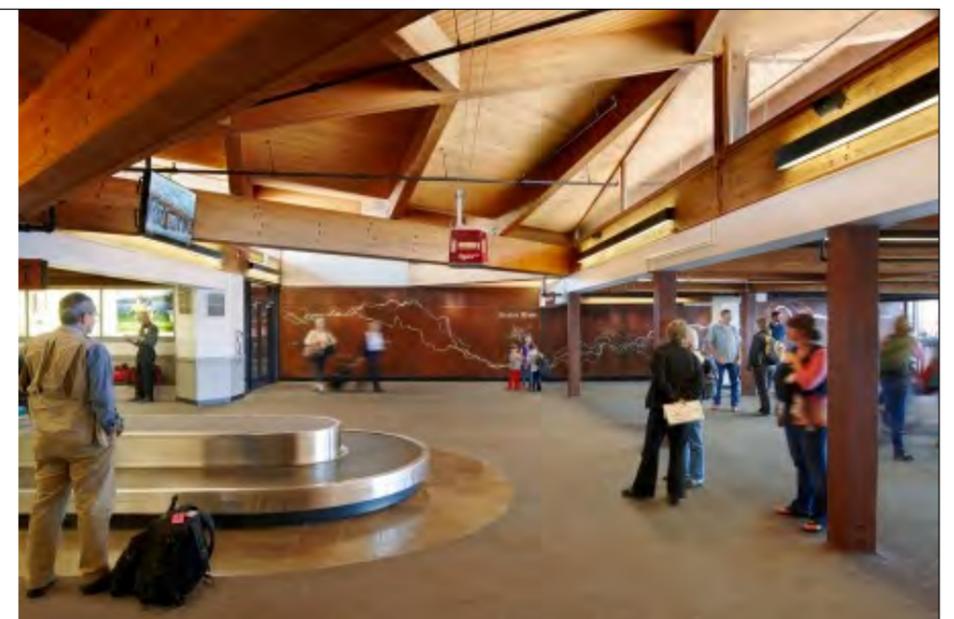
No.	Description	Date

Design Opt. 1

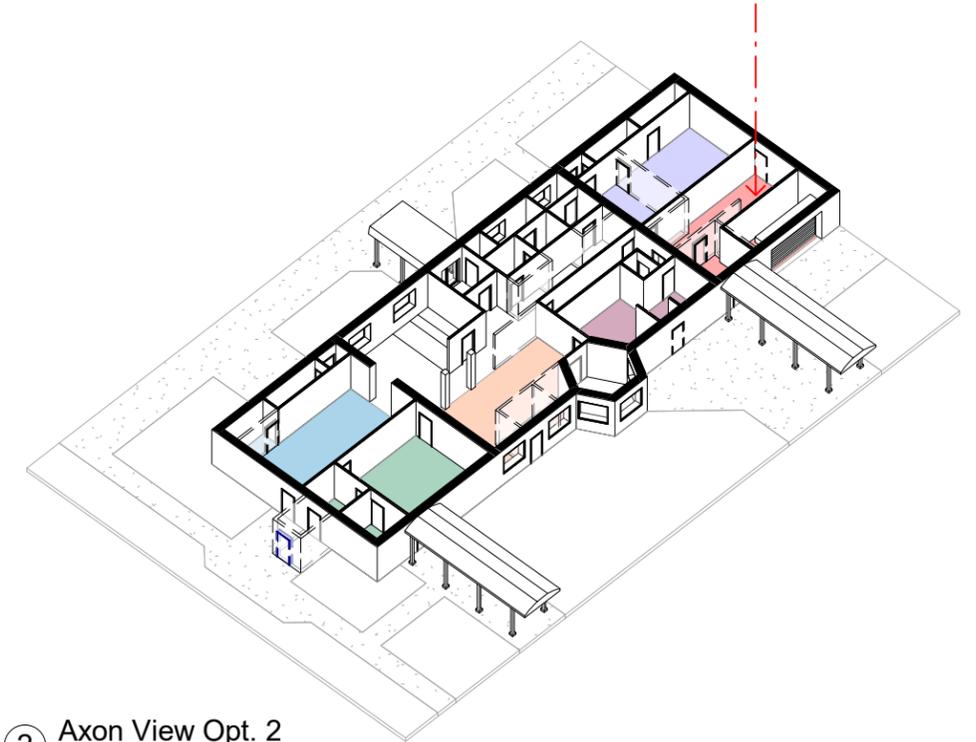
Project number	Terminal_Remodel	A101
Date	Issue Date	
Drawn by	Author	Scale 1/16" = 1'-0"
Checked by	Checker	



① Design Opt. 2
1/16" = 1'-0"



*DESIGN INSPIRATION: JACKSON HOLE AIRPORT BAGGAGE CLAIM
PRESENT DODGE CITY THEME TO BAGGAGE CLAIM AREA



② Axon View Opt. 2

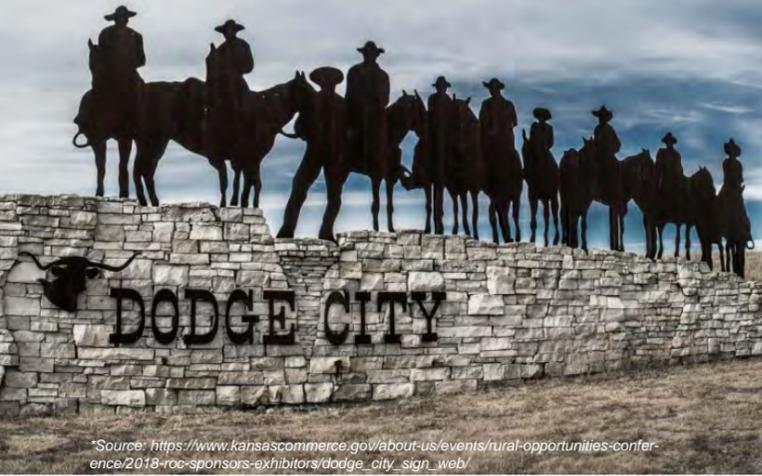
*PRELIMINARY CONCEPT - NOT FOR CONSTRUCTION



No.	Description	Date

Design Opt. 2		
Project number	Terminal_Remodel	A102
Date	Issue Date	
Drawn by	Author	Scale 1/16" = 1'-0"
Checked by	Checker	

INSPIRATION BOARD



*Source: https://www.kansascommerce.gov/about-us/events/rural-opportunities-conference/2018-roc-sponsors-exhibitors/dodge_city_sign_web/



*Source: <https://www.pinterest.com/pin/29625310035990079/>



*Source: <https://eu.fotolia.com/tag/%22limestone%20texture%22>



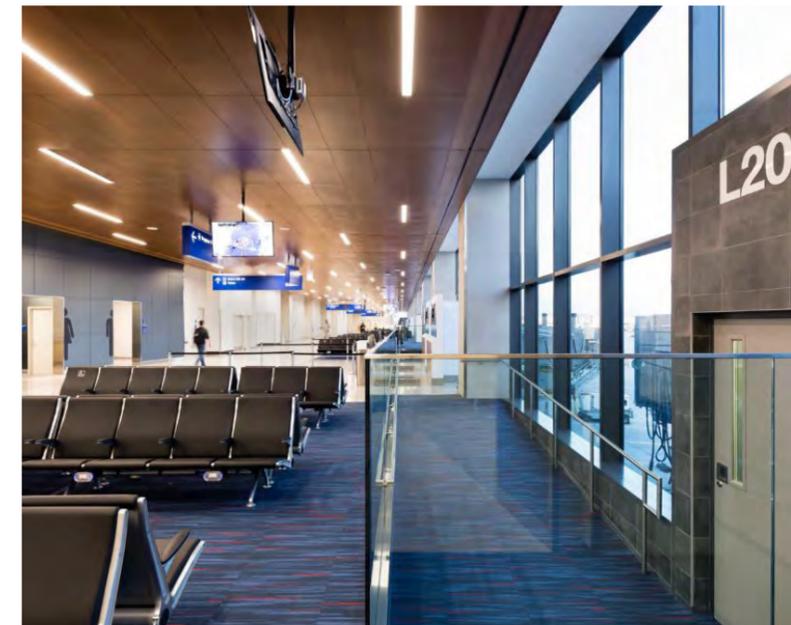
*Source: https://www.builderonline.com/design/details/rock-on_o?utm_source=Social_PN



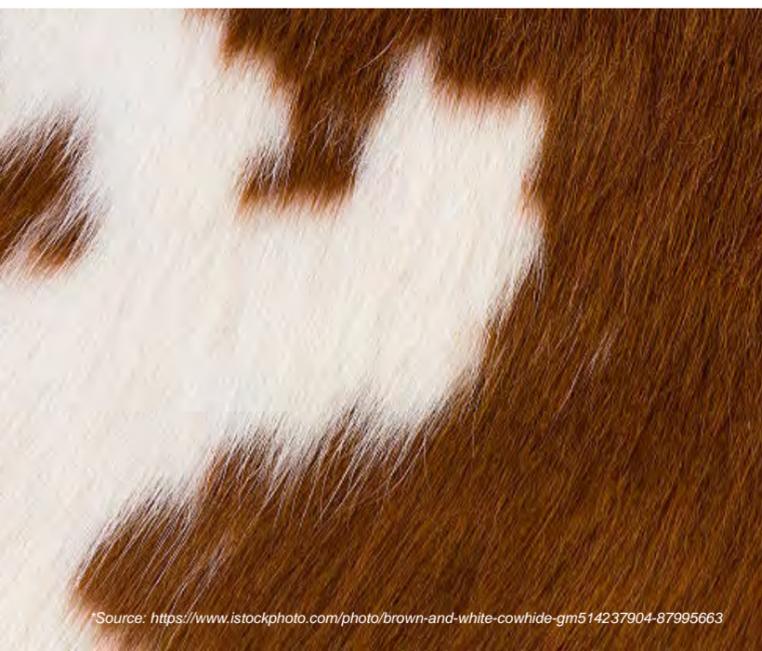
*Source: <https://www.abc.net.au/news/2019-06-21/passengers-wait-in-the-terminal-at-charleville-1/11229502>



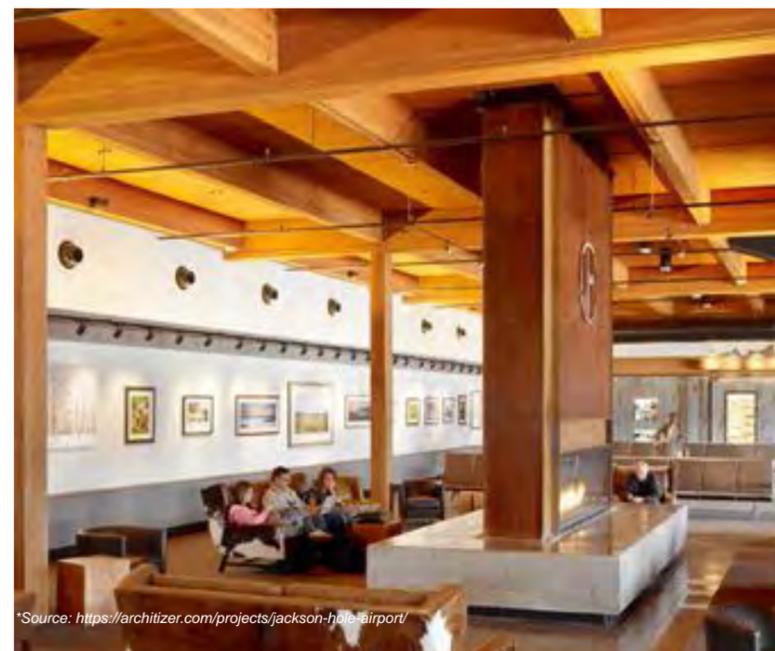
*Source: <http://greengablesfurniture.com/product/copperhead-3-panel-bar-copper/>



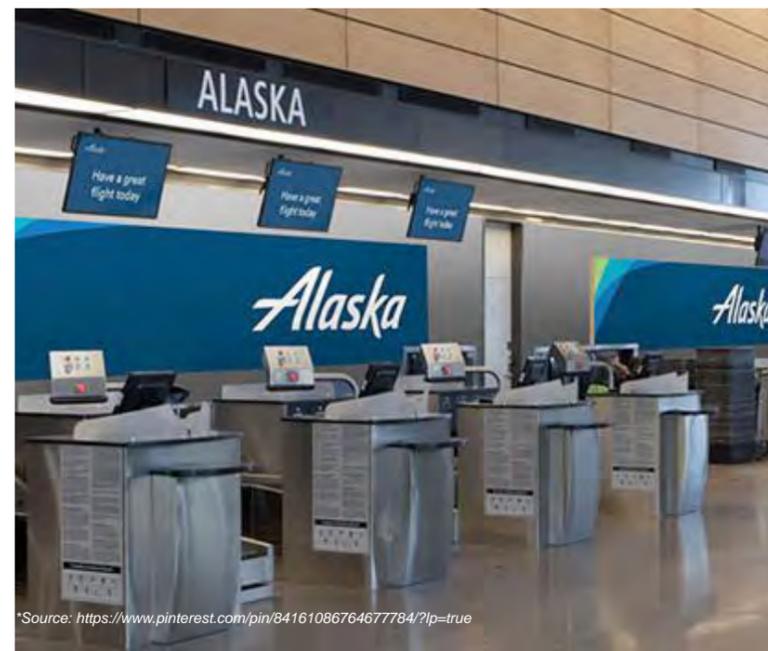
*Source: <https://www.corgan.com/projects/ord-american-airlines-concourse-l-extension-project/>



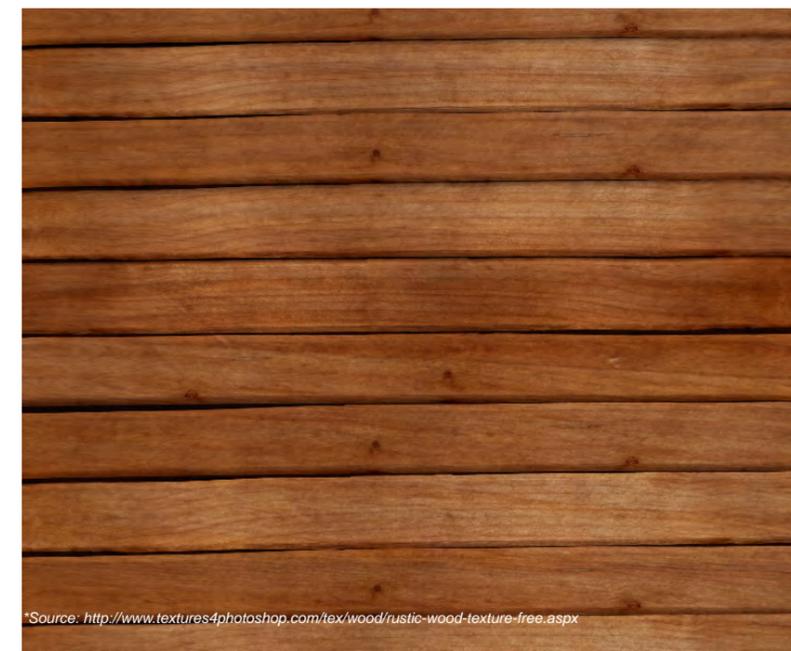
*Source: <https://www.istockphoto.com/photo/brown-and-white-cowhide-gm514237904-87995663>



*Source: <https://architizer.com/projects/jackson-hole-airport/>



*Source: <https://www.pinterest.com/pin/84161086764677784/?lp=true>



*Source: <http://www.textures4photoshop.com/tex/wood/rustic-wood-texture-free.aspx>

**AUTHORIZATION NO. 3
FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
FOR
TERMINAL REMODEL
AT DODGE CITY REGIONAL AIRPORT**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated December 15, 2015, by and between THE CITY OF DODGE CITY, KANSAS (SPONSOR) and BURNS & McDONNELL ENGINEERING COMPANY, INC. (CONSULTANT), the following improvement project, “Terminal Remodel at the Dodge City Regional Airport”, authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Terminal Remodel- Design
2. **Description of Improvements:** Provide professional engineering and architectural services for the remodel of the existing terminal building located at Dodge City Regional Airport.

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

CONSULTANT has developed the following Scope of Services to perform engineering and architectural services for the aforementioned project. The Scope of Services is defined as follows:

1. **Preliminary Design Phase:** This phase includes activities for defining the scope of the aforementioned project and establishing preliminary requirements. The elements of work for this task include:
 - a) Attend (on site at Dodge City Regional Airport with two representatives of CONSULTANT’S team) a meeting with the OWNER and discuss the overall program requirements.
 - b) Perform an internal Quality Review by independent senior level staff (Q1).
 - c) Perform an onsite investigation for visual observations and to gather previously recorded information. This will be performed during item 1.a.
 - d) Attend and chair a kickoff meeting (on site at Dodge City Regional Airport) with CONSULTANT’S project team, OWNER and stakeholders.
 - e) Develop conceptual review documents. These documents will be used to identify the key elements of work required for the project.
 - f) Develop a preliminary cost estimate.
 - g) Develop preliminary phasing plans and construction schedule.
 - h) Perform an internal Quality Review by independent senior level staff (Q2).
2. **Design Phase:** This phase includes activities required to develop project design documents showing the character and scope of work to be performed by contractors on the project. The specific tasks that will be performed in the phase are:

- a) Prepare construction Bid Documents. The drawing list may include the following construction plans:
 1. Cover Sheet
 2. Architectural Demolition Plan
 3. Architectural Life Safety Plan(s)
 4. Architectural New Work Floor Plan
 5. Architectural General Notes and Code Reference Sheet
 6. Architectural Reflected Ceiling Plans and Details
 7. Enlarged Floor Plans and Plan Details
 8. Architectural Exterior Elevations
 9. Architectural Interior Elevations
 10. Architectural Building Sections and Details
 11. Architectural Millwork Plans and Details
 12. Architectural Furnishings Plans
 13. Architectural Details
 14. Architectural Room Finish and Door, Window and Louver Schedules
 15. Architectural Door, Window and Louver Details
 16. Structural General Notes and Details
 17. Structural Demolition Plans
 18. Structural Plan and Details
 19. HVAC Demolition Plan
 20. HVAC New Work Floor Plan
 21. HVAC Schedules and Details
 22. Plumbing Demolition and New Work Floor Plans
 23. Electrical Demolition Floor Plan
 24. Electrical New Work Floor Plan
 25. Electrical Security Plan
 26. Electrical Communications Plans
 27. Electrical Lighting Plans
 28. TSA Equipment Layout Plan (General Layout)
 29. Miscellaneous Plans and Details
- b) Prepare project specifications.
- c) Prepare Standard City-furnished front-end documents.
- d) Revise the preliminary cost estimate for final engineer's estimate of probable cost.
- e) Revise the preliminary construction schedule.
- f) Perform internal Quality Review of the project manual, specifications, and construction drawings with an independent review team (Q3, Q4, Q5 and Q6).
- g) Incorporate quality review team's comments.
- h) Submit project manual, specifications, and construction drawings to OWNER for 100% review.
- i) Revise contract documents per OWNER review comments.
- j) Submit final project manual, specifications, and construction drawings for bidding.

- k) Provide two (2) sets of contract documents to OWNER.
- l) Provide electronic copy of contract documents.

3. **Bidding & Construction Award Phase:** This phase will include basic services to assist the Owner with bidding of the contract documents and reviewing and award of the bid, including the following activities:

- a) Assist OWNER with advertising the project.
- b) Attend (on site at Dodge City Regional Airport with two representatives of Consultant's team) and conduct a prebid meeting with the OWNER.
- c) Prepare any addenda for the project.
- d) Respond to bidder questions during the bidding process.
- e) CONSULTANT shall not attend the bid opening but will tabulate bids provided by OWNER, analyze and provide recommendations to the OWNER.
- f) Assist OWNER with preparing contract documents.
- g) Assist OWNER with preparing grant application documents.

4. **Construction Phase Services:** This phase includes activities for providing construction services throughout the project. This Scope of Services will be developed as a separate work order and is not part of this Agreement.

C. METHOD OF COMPENSATION:

- 1. Compensation of the Scope of Work for items B.1-3 shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6- COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis.

D. AMOUNT OF COMPENSATION:

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1-3 of this Authorization No. 3, per the terms and conditions set forth in the Agreement, for a Not-to-Exceed cost of One Hundred Sixty Thousand Nine Hundred and Fifty Dollars (**\$160,950.00**).

E. ESTIMATED TIME OF COMPLETION:

- 1. The estimated time to complete the Scope of Services B.1-2 of this document is estimated at 120 calendar days from the Notice to Proceed.

F. CONSULTANT'S NOTICE TO PROCEED DATE:

- 1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is

_____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in five (5) counterparts by their duly authorized representatives and made effective the day and year first written above.

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BURNS & McDONNELL
ENGINEERING COMPANY, INC.

CITY OF DODGE CITY, KANSAS

By _____
Mayor

By 

David G. Hadel, P.E.
Manager, Aviation Services

By _____
Corey Keller
Public Works Director/
Airport Manager

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 3

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Dodge City Regional Airport Terminal Remodel
 Design Services
 City of Dodge City
 BASIC & SPECIAL SERVICES
 December 5, 2019

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR		COST (\$)		
				Office	Field	Contract
Principal	3.00	\$ 71.00	\$	213.00	\$ -	\$ -
Project Manager	119.00	\$ 51.00	\$	6,069.00	\$ -	\$ -
Sr. Civil Engineer	8.00	\$ 48.00	\$	384.00	\$ -	\$ -
Sr. Architect/Sr. Landscape Arch	128.00	\$ 48.00	\$	6,144.00	\$ -	\$ -
Architect/ Landscape Arch	218.00	\$ 40.00	\$	8,720.00	\$ -	\$ -
Sr. Structural Engineer	52.00	\$ 48.00	\$	2,496.00	\$ -	\$ -
Structural Engineer	62.00	\$ 40.00	\$	2,480.00	\$ -	\$ -
Sr. Mechanical Engineer	72.00	\$ 48.00	\$	3,456.00	\$ -	\$ -
Mechanical Engineer	78.00	\$ 40.00	\$	3,120.00	\$ -	\$ -
Sr. Electrical Engineer	44.00	\$ 48.00	\$	2,112.00	\$ -	\$ -
Electrical Engineer	74.00	\$ 40.00	\$	2,960.00	\$ -	\$ -
QC/Cost Estimator/Blended Sta	62.00	\$ 52.00	\$	3,224.00	\$ -	\$ -
Technician	24.00	\$ 30.00	\$	720.00	\$ -	\$ -
Clerical	46.00	\$ 20.00	\$	920.00	\$ -	\$ -
Total Hours	990.00					
Total Direct Salary Costs			\$	43,018.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Cost: (Office Rate)	220.67%	\$	94,927.82		
Percentage of Direct Salary Cost: (Field Rate)	220.67%		\$	-	
Percentage of Direct Salary Cost: (Contract Employee Rate)	220.67%			\$	-

3 SUBTOTAL

Summary of Items No. 1 and No. 2:		\$	137,945.82	\$	-	\$ -
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4 FIXED FEE

Percentage:	10.00%	\$	13,794.58	\$	-	\$ -
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5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4:		\$	151,740.40	\$	-	\$ -
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6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit			
Travel: Mileage	850.00	Miles	\$ 0.580	\$	493.00	
Food: Per Diem	8.00	Per Day	\$ 51.00	\$	408.00	
Lodging: Per Diem	4.00	Per Day	\$ 120.00	\$	480.00	
Rental Vehicle	5.00	Per Day	\$ 66.00	\$	330.00	
Airfare	3.00	Per Trip	\$ 600.00	\$	1,800.00	
Printing, Shipping & Misc.				\$	2,698.60	
Subtotal				\$	6,209.60	\$ -

Summary of Out of Pocket Expenses:		\$	6,209.60	\$	-	\$ -
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7 SUBCONSULTANTS

Dana Williamson	\$	-	\$ -	\$	-	\$ 3,000.00
Subtotal	\$	-	\$ -	\$	-	\$ 3,000.00

8 MAXIMUM TOTAL FEE

Subtotal	\$	157,950.00	\$	-	\$	3,000.00
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TOTAL	\$	160,950.00				
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SUMMARY EXHIBIT 1

SUMMARY EXHIBIT 2

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Dodge City Regional Airport Terminal Remodel
 Design Services
 City of Dodge City
 BASIC & SPECIAL SERVICES
 December 5, 2019

		Principal	Project Manager	Sr. Civil Engineer	Sr. Architect/Sr. Landscape Arch	Architect/Landscape Arch	Sr. Structural Engineer	Structural Engineer	Sr. Mechanical Engineer	Mechanical Engineer	Sr. Electrical Engineer	Electrical Engineer	QC/Cost Estimator/Blended Staff Rate	Technician	Clerical	Other Costs	
Gross Hourly Rates		\$ 250.44	\$ 179.90	\$ 169.31	\$ 169.31	\$ 141.09	\$ 169.31	\$ 141.09	\$ 169.31	\$ 141.09	\$ 169.31	\$ 141.09	\$ 183.42	\$ 105.82	\$ 70.55		
BASIC SERVICES																	
	1	Preliminary Design Phase	3.0	35.0	0.0	16.0	32.0	0.0	0.0	0.0	0.0	0.0	10.0	0.0	2.0	Sum: (1, 2, 3, 4, & 5)	
Total =		\$ 18,100.00	\$ 751.33	\$ 6,296.36	\$ -	\$ 2,709.02	\$ 4,515.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,834.23	\$ -	\$ 141.09	\$ 1,852.93	
	2	Design Phase	0.0	60.0	8.0	84.0	170.0	52.0	62.0	72.0	78.0	44.0	74.0	52.0	24.0	44.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 126,600.00	\$ -	\$ 10,793.75	\$ 1,354.51	\$ 14,222.36	\$ 23,986.12	\$ 8,804.32	\$ 8,747.88	\$ 12,190.59	\$ 11,005.39	\$ 7,449.81	\$ 10,441.02	\$ 9,538.01	\$ 2,539.71	\$ 3,104.09	\$ 2,422.47
	3	Bidding & Construction Award Phase	0.0	24.0	0.0	28.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 13,250.00	\$ -	\$ 4,317.50	\$ -	\$ 4,740.79	\$ 2,257.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,934.20
PART A SUBTOTAL		\$ 157,950.00															
SPECIAL SERVICES																	
	1	Consultant: Local Architect	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
PART B SUBTOTAL		\$ 3,000.00															
PART A & PART B TOTAL		\$ 160,950.00															

(1) Mileage, Motel & Meals
 (2) Equipment, Materials & Supplies

(3) Computer Services
 (4) Vendor Services

(5) Miscellaneous Items

Note: Subconsultant Costs (as used) are identified as a Special Services Task.

Memorandum

*To: City Manager
City Commissioners*

*From: Mollea Wainscott
Special Projects Coordinator*

Date: 12/16/2019

Subject: MIH Grant Agreement

Agenda Item: New Business

Recommendation: Staff recommends the approval of the Moderate Income Housing Program Grant Agreement.

Background: The City of Dodge City submitted an application for the Moderate Income Housing grant through the Kansas Housing Resource Corporation for the Abandoned Housing Program. Our application was approved by KHRC for One Hundred Three Thousand and Six Dollars (\$103,006). The funds will be used to renovate one single family home and build a new duplex. Once complete the homes will be sold to moderate-income citizens with the proceeds of the sale going to the Community Housing Association of Dodge City.

Justification: Housing continues to be a constant challenge in the Dodge City area. The Abandoned Housing Program has been successful in creating new housing and rehabilitating vacant housing throughout Dodge City.

Financial Considerations: None at this time for the City. This is a pass thru and CHAD will provide the remainder of funds needed to complete the project.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Grant Agreement

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made by and between the City of Dodge City, Kansas, PO Box 880, Dodge City, Kansas, 67801 (“**Grantee**”), and Kansas Housing Resources Corporation, 611 South Kansas Avenue, Suite 300, Topeka, Kansas 66603 (“**KHRC**”) this 10th day of November, 2019.

WHEREAS, KHRC is a public corporation that administers Federal and State housing programs, as well as the State Housing Trust Fund (“**SHTF**”) which is used for funding housing programs and services.

WHEREAS, the Kansas Legislature passed and the Governor signed Senate Substitute for Substitute for HOUSE BILL No. 2231 (“**Bill**”) which provided \$2 million for the State Housing Trust Fund (“**SHTF**”) to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas (“**Eligible Activities**”).

WHEREAS, utilizing the funds provided under the Bill, KHRC issued a Kansas Moderate Income Housing (“**MIH**”) Request for Proposal (“**RFP**”) in June, 2019.

WHEREAS, Grantee requested MIH funds for proposed eligible activities through an application dated September 30, 2019 which is hereby incorporated by reference herein (“**Application**”), and which commitments and representations contained therein expressly remain a continuing obligation and responsibility of Grantee;

WHEREAS, KHRC’s Loans and Grants Committee approved a grant totaling \$103,006 for Grantee’s proposed eligible activities at its November 14, 2019 meeting;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby grants Grantee up to \$103,006 (“**Funds**”) for Eligible Activities.
2. **Use of Grant Funds**. Grantee shall use the MIH Funds solely on the Eligible Activities proposed in Grantee’s Application and approved by KHRC, and in accordance with the following allocation:
 - a. Gap financing for one new owner occupied duplex and the renovation of one single family home.
 - b. Construction of this development shall begin by July 1, 2020 unless a change is approved by KHRC.

3. **Leverage Commitment.** In addition to the Funds provided by KHRC, Grantee shall provide leveraged funds in accordance with its representations in its Application towards the costs of the Eligible Activities.
4. **Disbursement of Grant Funds.** Grantee commits to use its usual procurement processes for bidding out each portion of the approved Eligible Activities. As development costs are incurred, Grantee may make a lump sum or partial payment request from KHRC, providing documentation of such costs, as well as evidence that the leverage commitment in Grantee's Application is being used in the funded Eligible Activities. Requests for payment shall be accompanied by supporting documentation and made to the attention of Fred Bentley, who may be reached as follows:

Fred Bentley, Director of Rental Development
E-mail: fbentley@kshousingcorp.org
Phone: 785-217-2029

KHRC reserves the right to request additional documentation prior to disbursement of MIH Funds.

5. **Compliance with Regulations.** Grantee shall ensure compliance with all MIH rules and restrictions, as stated in the Bill and the MIH RFP, as well as other governing laws, **including the accessibility requirements of KSA 58-1401 et seq.** when applicable, and the 2012 International Energy Conservation Code. If Grantee is using the Funds for single family housing development or assistance, Grantee shall also enact and monitor a recapture provision as explained in the RFP. Prior to making any modifications to the approved Eligible Activities from Grantee's funding Application, Grantee commits to obtain written approval from KHRC.
6. **Program Income.** Grantee commits to use any income derived from or generated by the approved Eligible Activities, regardless of when the income is received, solely for housing purposes in accordance with the RFP.
7. **Reporting.** Beginning with the first business day of the month following the award being made to an applicant and each month thereafter, the awardee shall submit in writing monthly status reports to KHRC until the entire development is completed and all funds have been expended. The status report should detail the use of funds to date, along with a self-assessment comparing that use with the recipient's proposed use from its original application to KHRC. The status report should include an evaluation of the housing activities to date as well as the status of construction and the nature and reasons for any changes in the activities. A monthly status report should be filed even if there has been no progress or activity from the previous month.

Within 60 days following completion of the development and expenditure of all MIH funds a final accounting shall be submitted to KHRC on its forms, which shall include the use of any income generated from the housing activities.

8. **Compliance Monitoring**. When MIH funds are used in the development of rental housing, either directly or indirectly, it shall be required that tenants be initially qualified with gross incomes within the established MIH ranges as outlined in the RFP. Generally, the housing tax credit qualification procedures will be used to certify tenants and verify incomes but will use the higher MIH ranges. Tenants need not be recertified once they are initially qualified. This process will be used for the first five years following completion of the development whenever a new tenant enters the property. At the end of the fifth year, there shall be no further qualification procedures.

When MIH funding is used for home ownership opportunities, either directly or indirectly, an initial certification using the housing tax credit procedures will be required when the home is purchased. There will be no certification required for subsequent purchasers of the home when the first purchaser was qualified under the MIH guidelines. However, KHRC will require that the city or county receiving funding for homeownership purposes shall record a deed restriction on the property limiting the profit that can be achieved whenever such home is sold within a ten year period of its initial occupancy. The restriction shall require a declining refund of any profit payable to the city or county in increments of ten percent annually. If a home is sold within one year of its initial occupancy, 100 percent of the profit earned from such sale shall be paid to the city or county. This percentage shall decline ten percent each year so that in the tenth year, if the home is sold, ten percent of the profit shall be returned to the city or county. At the end of the tenth year of occupancy, the deed restriction shall be lifted and there shall be no restriction on the profit achieved by the sale of the home.

9. **Noncompliance**. Noncompliance with the MIH RFP, this Agreement, or other reasonable requirements of KHRC, shall result in penalties including but not limited to recapture of funds and/or loss of eligibility for future funds.
10. **Rescission/Unavailability of Funds**. **Grantee understands that the MIH RFP and Grantee's award is funded in whole or in part by State of Kansas funds provided through the Bill. In the event the State funds supporting this Agreement become unavailable, are reduced, or rescinded, KHRC may terminate or amend this Agreement without penalty and will not be obligated to pay the Grantee from any other sources, including KHRC, SHTF, or State of Kansas monies.**
11. **Miscellaneous**. The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision. This Agreement may be modified only by the mutual written agreement of the parties. If any provision of this Agreement is determined by a court of competent

jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. The failure of KHRC to exercise any of its rights or responsibilities under the Bill or this Agreement shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

GRANTEE: City of Dodge City

By: _____

Date: _____

KANSAS HOUSING RESOURCES CORPORATION

By: _____
RYAN VINCENT, EXECUTIVE DIRECTOR

Date: _____

Memorandum

*To: City Manager
City Commissioners*

From: Ernestor De La Rosa

Date: December 16, 2019

Subject: Dodge City Legislative Policy

Agenda Item: New Business

Recommendation: Staff recommends approval of the 2020 State/Federal Legislative Policy.

Background: City staff has been actively working on defining the City of Dodge City 2020 legislative policy that will be submitted to our state legislators and congressional representatives. The legislative policy will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The policy defers from but does not conflict with the Southwest Kansas Coalition legislative policy.

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 City 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 State/Federal Legislative Policy



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

2020 Legislative Policy

SUMMARY POSITION

This policy statement presents general state legislative goals and objectives formally adopted by the Governing Body of the City of Dodge City. This statement will be provided to the Dodge City legislative delegation for its consideration at the 2020 legislative session. The focus of this policy statement is on general policies and principles; however, some positions on specific legislative proposals are included under appropriate general policy statements. Future revisions to this statement will include additional positions of the City on specific proposals and bills introduced during the 2020 session.

FEDERAL

FEMA

Although FEMA has revised its mapping strategies, it still discounts the protection that existing structures provide. For Dodge City, this happens when an existing structure is structurally sound but since design standards have changed, a sound structure is now considered useless. It still adds previously unmapped flood areas into a classification of “Undetermined Flooding”. No one knows the affect this will have on the citizens living in or development in this newly classified area. Also, the “one fit” approach does not work. Attention needs to be made to local conditions to determine the “best fit” for the area.

If accreditation is still necessary, Dodge City supports new legislation prohibiting FEMA from adding previously unmapped or any new special flood hazard areas to flood insurance rate maps without local government agency approval. In addition, Dodge City supports new legislation prohibiting FEMA from using the “approximation method” for establishing new special flood hazard areas, particularly in developed areas of the country. The “approximation method” was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New special flood hazard areas should only be added to the flood insurance rate maps after a detailed study and concurrence of local government.

Dodge City supports legislation that would extend the accreditation time period. This would allow cities to responsibly budget and prepare for the financing necessary to meet the required improvements to the levy system.

IMMIGRATION

Immigrant labor is vital to the Dodge City economy. Concurrently, Dodge City believes in legal immigration. Therefore, Dodge City believes the United States Congress should approach the immigration issue in a sensible way. For Dodge City, a sensible approach is an approach built on an essential foundation including the following:

- 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 Dodge City require a reduction in time and distance barriers between the individual and his or her pursuance of legal residency;
- 3) It is critical that United States Citizenship and Immigration Services provide local governments the ability to offer biometric services for applicants to reduce travel expenses as well as lost work and school time;
- 4) Recognition that Dodge City requires additional resources to integrate immigrants into the community; and
- 5) Dodge City supports a path to citizenship which is vital for immigrants who are of good moral character and ready to become fully integrated in our communities.

The City of Dodge City requests that the United States Citizenship and Immigration Services (USCIS) increase the frequency of mobile services in Dodge City and 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.
- Dodge City will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

In addition, the City of Dodge City strongly believes that the United States Congress should engage to deliver 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.

TRANSPORTATION

AIR: The Essential Air Service (EAS) program is critical to providing the region with access to multiple major international airports. Dodge City encourages continued federal funding for passenger air service to Dodge City.

Dodge City supports incorporating qualified classroom and simulator training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in Dodge City and Southwest Kansas communities.

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports. AIP funding is available and should continue to be available to all airports. The uninterrupted funding of the AIP program is critical to the timely delivery of airport improvements. Dodge City supports continued and uninterrupted funding of Federal Aviation Administration and Airport Improvement Projects for airports.

HIGHWAY: Transportation infrastructure is critical not only to the safety of regional residents and travelers but also for the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

RAIL: Preserving cross-country rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one important way to maintain and grow the economy of Dodge City. Such service includes, but is not limited to, Amtrak passenger rail service. Dodge City believes Amtrak should continue to be adequately funded at the federal level and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak and BNSF.

HOUSING

The City strongly supports the prevention of disproportionate cuts to rural development programs. Such cuts affect rural housing which is vital to the continued prosperity of the economy in rural communities. Prevent changes to qualification standards currently in place for USDA Rural Development programs.

Provide the assistance of the USDA Rural Development to offer training in local housing associations, in programs such as the Direct Home Loans, Home Repair Loans and Grants, Mutual Self-Help Housing and Guaranteed Rural Housing Loans.

RENEWABLE ENERGY

The City strongly supports renewable energy alternatives and the biogas industry. Dodge City believes that developing a viable biogas, solar and wind energy industry in the United States and the State of Kansas can boost the economy and provide a reliable, sustainable, distributed source of renewable energy while reducing greenhouse gas emissions. Communities and private organizations around the nation are utilizing renewable energy alternatives to diversifying energy supply and reducing dependence on imported fuels, but also to improve profitability for operations through energy and co-product sales, nutrient recovery and avoided energy costs.

Dodge City encourages continued support for RINS (renewable identification numbers), which provide an important incentive to producing renewable natural gas and promote financial opportunities to move forward in developing a robust biogas industry. The City suggest that no changes be made to the Renewable Fuel Standard program and that the Environmental Protection Agency does not lower the targets for cellulosic biofuels from the current statutory targets.

RAILROAD QUIET ZONES

We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.

STATE

HOME RULE

HOME RULE: Dodge City strongly supports the constitutional home rule authority of Kansas cities. Consistent with the Home Rule Amendment of the Kansas Constitution **approved by voters in 1960**, Dodge City supports the ability of local elected officials to make decisions for their communities, particularly local tax and revenue decisions. Self-governance by locally elected officials must be preserved in order to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

ANNEXATION: The ability of Dodge City to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. Dodge City recognizes the statutory framework which was amended in 2011 and 2015. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, Dodge City would strongly oppose any further change which would limit the authority of Dodge City to grow through annexation.

EMINENT DOMAIN: Eminent domain is a fundamental municipal necessity. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Dodge City supports increased flexibility for local government to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

PUBLIC PROPERTY & RIGHTS-OF-WAY: Dodge City opposes any legislation which would restrict the ability of cities to control and manage public property and rights-of-way or the ability of cities to franchise those entities that utilize the rights-of-way.

CITY ELECTIONS: Dodge City strongly believes that City Elections should remain non-partisan and separate from state and national elections.

GOVERNMENTAL ETHICS

KANSAS OPEN MEETINGS ACT (KOMA) and KANSAS OPEN RECORDS ACT (KORA): Dodge City supports all levels of government being subject to the same open meeting requirements which promote citizen involvement without being unduly burdensome. Open records laws should balance the public's right to access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct essential business functions. The statutorily required sunset for all exemptions to the Kansas Open Records Act is impractical and should be removed.

PUBLIC EMPLOYEES

City employees are the foundation of effective city government. City governing bodies must have the authority to develop personnel policies in order to attract and maintain a high quality public workforce.

KPERS/KP&F: Dodge City accepts the State's efforts to maintain the solvency of the Kansas Public Employees Retirement System by providing employees with a diverse professional investment portfolio that will offer long-term security. Dodge City supports the current statutory framework regarding KPERS and KP&F as passed by the 2012 Kansas Legislature. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS/KP&F system should consider the impact on cities' ability to hire and retain qualified public employees.

LAW ENFORCEMENT OFFICERS: Dodge City believes that green card holders in Kansas should be allowed to become law enforcement officers. Dodge City strongly encourages the state legislature to change state statute that bars non-citizens from becoming law enforcement officers.

MUNICIPAL FINANCE:

KANSAS TAX SYSTEM: Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. Any changes to the Kansas Tax System must avoid shifting additional financial burdens to local governments.

PROPERTY TAX EXEMPTIONS: Dodge City believes that the existing property tax base should be protected and therefore encourages the Kansas Legislature to resist any proposal to further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Kansas Legislature should actively review existing exemptions in order to determine whether the exemptions are still appropriate or should be repealed.

REVENUE SHARING: The Kansas Legislature should reinstate existing revenue sharing programs. In the event that the State is unable to fully fund said programs, the Kansas Legislature should authorize cities to impose alternative revenue sources in order to maintain appropriate levels of funding for the health, safety, and welfare of our citizens.

TAX SPENDING LID: Dodge City opposes any state-imposed limits on the taxing and spending authority of cities. We believe that local spending and taxing decisions are best left to locally elected officials and the citizens they serve. Dodge City strongly supports repeal of the property tax lid.

UNFUNDED MANDATES: Dodge City opposes unfunded mandates. If the State seeks to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

INTERNET SALES TAX

The collection of sales and use tax 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 regarding restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments. The City of Dodge City opposes the removal of sales tax exemptions for Kansas Municipalities.

COMMUNITY DEVELOPMENT

ECONOMIC DEVELOPMENT: Dodge City relies on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities. Dodge City is neither, due to the region's micropolitan statistical area (μ SA) geographical designation. Therefore, Dodge City is too big for rural-oriented programs and too small for urban-oriented programs. Dodge City is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities that are ineligible for many programs.

HISTORIC PRESERVATION: The Historic Tax Credit program and Historic Preservation Grants should be maintained and enhanced. Such programs assist communities in maintaining and/or restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

ZONING: Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected officials when considerations of health, safety and welfare of the community are to be determined. Dodge City opposes any change which would limit authority of cities.

STAR BONDS: Dodge City supports the ability of cities to utilize STAR bonds in order to promote economic development in their communities.

GAMBLING

By law, two percent of gambling revenue in Kansas must go to the Problem Gambling and Addictions Grant Fund which is designed to treat problem gamers and people with other addictions. Grants are to be awarded for the direct treatment of pathological gambling and for research regarding the impact of gambling on residents of Kansas, including determining the effectiveness of education and prevention efforts.

The Problem Gambling Fund must be protected for the purpose it is intended and must be allocated throughout the State with an emphasis on the gaming zones where people are at a greater risk to develop issues with problem gambling.

The State of Kansas should avoid legislation which would negatively affect existing gaming facilities and the communities which have dedicated public funds for infrastructure and growth related to such facilities.

HOUSING

The State of Kansas has provided many useful tools for communities to utilize incentives where gaps between construction rates and market rates prohibit development without incentives. The retention of these programs is critical to Dodge City as is the simplification of the processes required to make utilization timely and less complicated.

Dodge City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State of Kansas to continue providing MIH funding and also expand its financial commitment to this very important housing program.

The retention and simplification of programs such as Rural Housing Incentive Districts and Neighborhood Revitalization Program that are currently permitted by statute in qualifying communities is vital to Dodge City.

The Kansas Legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity which is imperative for developers to create affordable housing facilities.

TRANSPORTATION

TRANSPORTATION: Passenger rail, freight rail, commercial aviation, general aviation and adequate highways are critical to the safety of our citizens as well as a vital means of

maintaining and growing our local economy. Dodge City believes in the continued advocacy and funding for transportation infrastructure and maintenance in Southwest Kansas.

HIGHWAY; Transportation infrastructure is critical not only to the safety of regional residents and travelers but also to the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

RAIL: Preserving long distance rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one way to maintain and grow the economy of Dodge City. Such service includes, but is not limited to Amtrak passenger rail service. Dodge City believes Amtrak should continue to be adequately funded and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak and BNSF.

IMMIGRATION

Immigrant labor is vital to Dodge City's economy and continued growth and development. In correlation to this issue and due to the increased number of safety and transportation risks with uninsured drivers, Dodge City supports an initiative for limited and restricted driver's license. The City also supports current legislation that gives in-state tuition to undocumented students at Kansas colleges and universities.

EDUCATION

EDUCATION: An adequate and stable workforce is essential to maintaining and growing the economy of Dodge City and Southwest Kansas. Therefore, Dodge City believes in establishing educational opportunities for local and regional residents. Such opportunities include, but are not limited to, specialized training programs and educational degree programs. To meet these educational goals, Dodge City wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12, as well as post-secondary and graduate programs. Additionally, Dodge City 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.

MEDICAID

Medical providers are challenged in meeting their communities' needs. We support the expansion of Medicaid/KanCare through receipt of the state budget neutral money therefore allowing such entities the ability to support critical services for their citizens.

WATER

WATER: Dodge City is dedicated to thoughtful water policy that enables Dodge City to safely and effectively meet water needs while also protecting resources. Dodge City believes increased local involvement is critical to the successful implementation of the current Kansas Water Plan and the Vision for the Future of Water in Kansas plan which is intended to coordinate the management, conservation and development of the water resources across the state for the next fifty years. Dodge City also strongly encourages the development of new and sustainable water supplies.

The expanded use of reclaimed or re-use water is one way that communities/cities can meet the future demands for water. The use of this water for non-potable uses needs to be considered. A couple of examples are: 1) to expand the use of re-use water for irrigation of private property; or 2) for use in construction projects.

In order to provide for the future growth of a community, cities must be diligent in purchasing water rights; however, in the past, water rights were 'tied together' and municipalities lost additional allocation with this procedure. When water rights are converted to municipal use from agriculture use, there is a reduction in the amount allowed for consumption. Agriculture consumption is in the form of irrigation. Most of the water consumption incurred by municipalities occurs during the summer months by irrigation. Consequently, municipalities should not have a reduction when converting water rights.

Dodge City supports legislation to allow municipalities the ability to "untie" currently owned water rights and reduce or eliminate the conversion of water rights from agriculture to municipal.

The City generally supports state legislative initiatives which would improve the quality of life for our citizens and enhance the effectiveness of local governments consistent with Home Rule. The City generally supports the provisions of the Statement of Municipal Policy of the League of Kansas Municipalities.

Memorandum

*To: City Manager
City Commissioners*

From: Ryan Reid

Date: 2019 12 12

*Subject: Approval of Hennessey Hall
Bids*

Agenda Item: New Business

Recommendation: Staff recommends approval of bids from Conant Construction for the Hennessey Hall Classroom and ADA Improvements.

Background: The City of Dodge City received a USDA Rural Business Development Grant (RBDG) to aid with the costs for remodeling a classroom space, instructor work space, restrooms, restoration of trophy cases and ADA improvements for the east and west entrances on the ground floor of Hennessey Hall. The Rural Workforce Education Alliance (REWA), the recently formed 501 (c) 3, will oversee the use of the space in conjunction with the City of Dodge City. Additional spaces that will be remodeled but were not part of the grant included the office/meeting space for the REWA coordinator and University Center and for the Kansas Law Enforcement Training Center (KLETC) Southwest Kansas Regional Training Center. In addition, REWA was awarded an Arthur and Cornelia Scroggins Foundation Grant on behalf of the Community Foundation of Southwest Kansas. This grant will fund the classroom furniture for the space. Once it is remodeled, it will be able to seat 50 students for various classes and seminars.

The other major milestone for the University Center project, was the announcement of the USDA Distance Learning and Telemedicine Grant. This grant awarded to REWA for the City of Dodge City for \$190,000 grant will fund the technology costs for the classroom space including IT hardware for the Dodge City location as well as five additional frontier communities.

Justification: This project will fund important renovations at the former Saint Mary's of the Plains College (Hennessey Hall) to house the University Center, the KLETC Regional Training Space for Law Enforcement and a variety of training options to meet the workforce needs of the region. The range of classes that will be offered in this space is something Hennessey Hall has not seen since the 1990s. Besides the college-level courses that Newman University is currently offering, Fort Hays State University plans to begin using the space in August of 2020 for the Bachelors of Nursing as well the

Bachelors and Masters of Social Work. There is also interest from Kansas State University and the University of Kansas to utilize this space for other proposed programs.

The classroom will be able to host seminars and classes that the Small Business Development Center (SBDC) offers as well as provide space for other institutions. Previously, some of the SBDC's more popular classes, included Quickbooks and digital marketing classes, have had to split into multiple classes, or offer limited space.

Efforts from REWA have been critical to attracting other educational opportunities. This year, REWA has helped recruit 23 students to the FHSU Bachelors of Social Work Cohort as well as building partnerships with KU Med's Bachelors of Respiratory Therapy, a 2+2 program that is currently hosted at Seward County Community College, to bring the same opportunity to the other community colleges in the region. The Development Corporation is in the process of hiring the REWA Coordinator position. This position will continue to write and administer grants and continue coalition building efforts to bring higher education opportunities to Southwest Kansas.

Financial Considerations:

The total cost for this project is \$540583.05. The following funding resources will be used:

\$130,574 -USDA RBDG Grant funds

\$84,795-REWA Funding

The remaining \$325,214.05 will be funded through general obligation debt. KLETC will have a contract for the space for five years for an anticipated \$13 per square foot, totaling \$137,540. The KLETC rent funds will be used for a portion of the debt payment.

Purpose/Mission: To improve the health care and education opportunities for this region.

Legal Considerations: The City Attorney has reviewed the proposed agreement with KLETC as well as the legal documents for the USDA RBDG grant.

Attachments:

Concept drawings, cost breakout, KLETC bid drawings

Price Breakdown

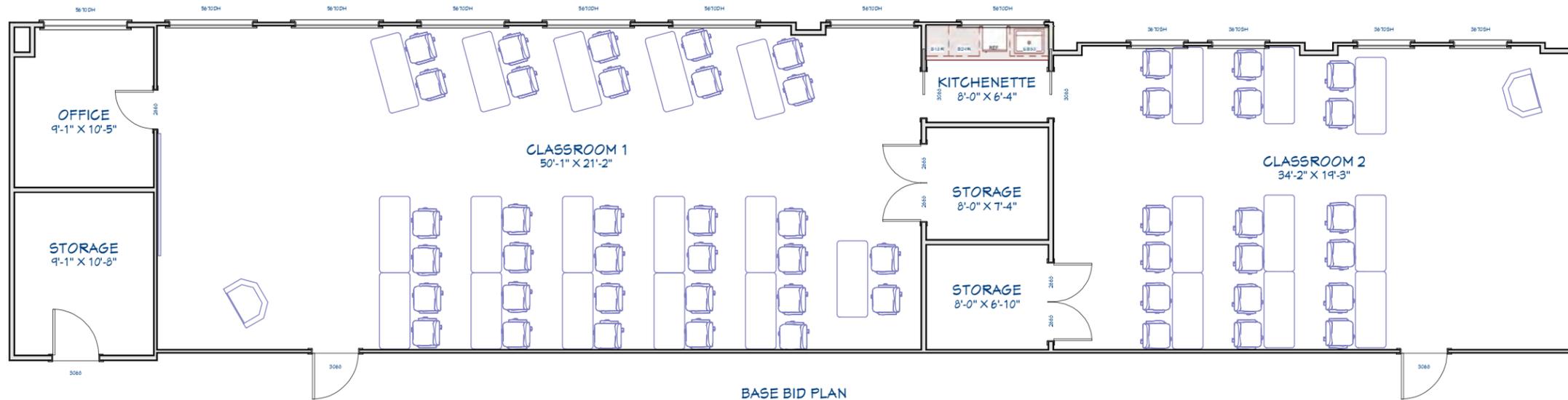
Original Classrooms Project

		<u>Total Original Classrooms</u>	<u>Total for both</u>
Bid 1: Ground Floor:	\$ 48,830.00	\$ 298,557.00	\$ 540,583.05
Bid 2: Built in Cabinets:	\$ 5,849.00		
Bid 3/4 Classroom (14) and Storage Room (16):	\$ 173,019.00		
Bid 5 Classroom 11-13 :	\$ 73,351.00		
Bid 6 East Entrance:	\$ 11,008.00		
Subtract accordian door	\$ (21,500.00)		
ADA ramp/concrete work (bids out, estimate)	\$ 8,000.00		

<u>KLETC Project</u>		<u>Total KLETC</u>
Base project:	\$ 207,318.58	\$ 242,026.05
Opt 1: storefront windows	\$ 26,816.55	
Opt 2: Relocate existing office door	\$ 2,721.52	
Opt 3: Door between office/storage option	\$ 5,169.40	

Concept drawings for classrooms





BASE BID PLAN
2178 SQ FT

NO.	DESCRIPTION	BY	DATE

SHEET TITLE:
BASE BID PLAN

PROJECT DESCRIPTION:
**KLETC CLASSROOMS
HENNESSEY HALL**

DRAWINGS PROVIDED BY:
DESIGNER

DATE:

SCALE:

SHEET:

A-1



Camera 1

1st Floor



Camera 4



Memorandum

To: City Commissioners
From: Cherise Tieben
Date: December 4, 2019
Subject: Jacobs Operating Agreement
Agenda Item: New Business

Recommendation: Staff recommends the approval of Amendment #13 to the Agreement for Operations, Maintenance and Management Services.

Background: The City has had a longstanding relationship with the Jacobs organization and their operation on our behalf of the South Wastewater Treatment Plant, the North Water Reclamation Plant and most recently the Warrior Project.

Justification: There is one impactful change to the agreement which is an annual economic increase to the fee Jacobs charges for the operation. The fee increased 2% from \$2,067,360 to \$2,108,712. The second change is a simple documentation of the disbursement of the repair costs. The \$330,000 budget for repairs will now be documented and accounted for between the three facilities. The other three changes have no real significance.

Financial Considerations: The 2% increase was anticipated at the time of the budget.

Purpose/Mission: Together, we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: None at this time.

Attachments: Amendment #13 to the Agreement for Operations, Maintenance and Management Services



AMENDMENT NO. 13
To the
AGREEMENT
For
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

THIS AMENDMENT NO. 13 is made and entered into this ___ day of _____, 2019, by and between the City of Dodge City, Kansas (hereinafter “Owner”), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Operations Management International, Inc. (hereinafter “CH2M HILL”), whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112. This is an Amendment to the Agreement for Operations, Maintenance and Management Services dated the 1st day of March, 2007, between Owner and CH2M HILL (the “Agreement”). Collectively, Owner and CH2M HILL will be referred to as the “Parties” and each individually as a “Party.”

Owner and CH2M HILL agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article B.3.9 in Appendix B is deleted in its entirety and replaced with the following Article B.3.9 in Appendix B:

B.3.9 The Owner shall pay as additional compensation to CH2M HILL a fee of Seventeen Thousand Five Hundred Dollars (\$17,500) for Biosolids Costs for the period set forth in Appendix E, Article E.1.1. CH2M HILL shall provide Owner with a detailed invoice of Biosolids Costs over the annual biosolids limit and Owner shall pay CH2M HILL for all Biosolids Costs in excess of such limit. CH2M HILL will rebate to Owner the amount that actual Biosolids Costs is less than the annual biosolids limit in any year of this Agreement.

2. Article E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

E.1.1 Owner shall pay to CH2M HILL as compensation for Services performed under this Agreement Two Million One Hundred Eight Thousand Seven Hundred Twelve Dollars (\$2,108,712) which includes the Base Fee, Biosolids Costs, Gypsum Costs, Repairs Costs, Chemicals Costs and the Membrane Performance Agreement Costs for the period of January 1, 2020 through December 31, 2020. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

3. Article E.1.4 in Appendix E is deleted in its entirety and replaced with the following Article E.1.4 in Appendix E:

E.1.4 The total amount CH2M HILL shall be required to pay for acquisition and application of gypsum shall not exceed the limit of One Hundred Fifty Thousand Dollars (\$150,000) for the period set forth in Article E.1.1. CH2M HILL shall provide Owner with a detailed invoice of monies spent over the annual limit for gypsum acquisition and application, and Owner shall pay to CH2M HILL for all monies in excess of such limit. CH2M HILL will rebate to Owner the entire amount that the cost of gypsum acquisition and application is less than the annual gypsum application limit.

-
4. Article E.1.5 in Appendix E is deleted in its entirety and replaced with the following Article E.1.5 in Appendix E:

E.1.5 The total amount CH2M HILL OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of Three Hundred Thirty Thousand Dollars (\$330,000) during year January 1, 2020 to December 31, 2020. This Repairs Limit includes \$105,000 for the South Lagoon Plant, \$25,000 for the MBR Plant and \$200,000 for the Bio Gas repairs. CH2M HILL OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of repairs provided. CH2M HILL OMI will rebate to Owner the entire amount that actual Repair Cost is less the annual Repairs Limit during the calendar year. In the event the Repairs Limit is reached, CH2M HILL OMI shall invoice Owner on a monthly basis for Repair Cost in excess of such limit.

5. Article E.1.9 in Appendix E is deleted in its entirety and replaced with the following Article E.1.9 in Appendix E:

E.1.9 The total amount of CH2M HILL shall be required to pay for Chemicals for the Membrane Plant shall not exceed the annual Chemicals Limit of Thirty One Thousand Eight Hundred Forty Four Dollars (\$31,844) during the period set forth in Article E.1.1. CH2M HILL shall provide Owner with a monthly accounting reflecting the reason for and the cost of chemicals provided. CH2M HILL will rebate to Owner the entire amount that actual Chemicals for the New Plant are less the annual Chemicals Limit for the New Plant during the calendar year. In the event the Chemicals Limit for the New Plant is reached, CH2M HILL shall invoice Owner on a monthly basis for the Chemicals Costs for the New Plant in excess of such limit.

All other terms and conditions of the original March 1, 2007 Agreement, as it has subsequently been amended, shall remain in effect. The Parties hereby approve this Amendment as is indicated by the signatures of their authorized representatives, below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

CITY OF DODGE CITY, KANSAS

Authorized Signature:

Authorized Signature:

Name: Andrew Appleton
Title: Vice President
Date: _____

Name: Cherise Tieben
Title: City Manager
Date: _____