

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, February 3, 2020

7:00 p.m.

MEETING #5148

CALL TO ORDER

ROLL CALL

INVOCATION BY Bryan VanArsdale of First Christian 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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 21, 2020;
2. Appropriation Ordinance No.3, February 3, 2020;
3. Cereal Malt Beverage License:
 - a. Water Sports Campground, 500 Cherry Street,
 - b. Corner Market #117, 2615 E. Trail Street,
 - c. Corner Market #118, 609 S. 2nd Avenue,
 - d. Don Hector, 208 S. 2nd Avenue,
 - e. Tacos Jalisco, 412 E. Wyatt Earp Blvd.
4. Approval of Kansas Law Enforcement Training Center (KLETC) Agreement;
5. Approval of Addendum to City Managers Contract.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bid for City Hall AS400 Server. Report by Director of Administration, Ryan Reid.
2. Approval of Real Estate Purchase Agreement - 407 Cottonwood Avenue. Report by Assistant City Manager/Public Affairs, Melissa McCoy.
3. Approval of 2020 Street Program. Report by City Engineer, Tanner Rutschman.
4. Approval of Construction of Proposed Bio-Gas Plant Modifications. Report by Director of Engineering, Ray Slattery/ City Engineer, Tanner Rutschman.
5. Approval of Donation of Retired Transportation Buses. Report by Assistant City Manager/ Legislative Affairs, Ernest De La Rosa.

OTHER BUSINESS

EXECUTIVE SESSION

Consultation with an Attorney on matters that would be deemed privileged in an Attorney-Client Relationship

EXECUTIVE SESSION

Confidential Data Relating to Financial Affairs or Trade Secrets of Second Parties

ADJOURNMENT

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Tuesday, January 21, 2020
7:00 p.m.
MEETING #5147

CALL TO ORDER

ROLL CALL: **Vice** Mayor Rick Sowers, Commissioner Joseph Nuci, Brian Delzeit present
Mayor Joyce Warshaw, Commissioner Kent Smoll reported absent.

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers moved to approve the agenda as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 3 - 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 Meeting Minutes, January 6, 2020;
2. Appropriation Ordinance No.2, January 21 , 2020;
3. Approval of Change Order #4 for 2019 Asphalt Street Projects.
4. Approval of Ser-Jobs for Progress National Inc. Lease Agreement;
5. Approval of USDA Distance Learning Grant Agreement.

Commissioner Brian Delzeit moved to approve the consent calendar as presented.
Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

Commissioner Rick Sowers made a motion to approve the mayors and staff's recommendations to approve the appointments to Boards and Commissions as follows:

Airport Advisory Board –Reappointment of RaeAnna Bolmer, Jeff Hutton, and Jeff Hancock. Appointment of Andrew Evans.

Convention & Visitors Bureau – Reappointment for hospitality, Kim Cunningham. Reappointment for at large, Hays Kelman. Appointment to fill vacant hospitality positions, Victoria Meyers.

Cultural Relations Advisory Board – Reappointment of Juan Baez as the United Way Designee. Appointment to at large positions, Kandra Conant and Blanca Soto.

Dodge City Planning Commission –Reappointment of Tom Taylor. Appointment of Mark Tiffer.

Golf Advisory Board – Reappointment of Rick Shirley

Historic Landmark Commission – Reappointment of Kathie Bell. Appointment of Andrew Evans. Appointment to fill a vacant position, Angela Doom.

Housing Authority Board – Reappointment of Kenton Dressler.

Library Board – Reappointment of Paula Ripple.

Parks and Recreation - Reappointment of Dave Geist.

Recycling Advisory Board – Reappointment of Ron Hamm, Jeff Forrest, and Luke Shulte. Appointment of Ashley Bradfield

Santa Fe Trail Community Corrections –Appointment of Shannon McGee and Frank Herrera.

Commissioner Brian Delzeit seconded the motion. The motion carried 3 – 0.

Commissioner Joseph Nuci made a motion to reject the bids and allow staff to come back in the future to rebid the Green Hills O'Ford and Trail Street Drainage Improvements Project. Commissioner Brian Delzeit seconded the motion. The motion carried 3 - 0.

Commissioner Brian Delzeit made a motion to approve the Crew Recycling Advisory Board and staff's recommendation to accept the bids from Building Solutions in the amount not to exceed \$695,947.95 for designing and building on the site of the CREW Recycling Building at the corner of 14th Avenue and Park Street. Commissioner Joseph Nuci seconded the motion. The motion carried 3 – 0.

Commissioner Rick Sowers made a motion to approve the Memorandum of Understanding with Robert Waddell, Jr. to provide upgraded water services to 908 Rath Avenue. Commissioner Brian Delzeit seconded the motion. The motion carried 3 - 0.

Commissioner Brian Delzeit made a motion with legal counsel's review to authorize the City Manager to sign the agreement with A/D Creative Group from Billings, Montana for the Rebranding project for the Dodge City Convention and Visitor's Bureau for the amount not to exceed \$24,742. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.

OTHER BUSINESS

Staff Reports

EXECUTIVE SESSION

At 7:40 Commissioner Rick Sowers moved to recess into executive sessions pursuant to the preliminary discussion relating to the acquisition of real property exception found in K.S.A. 75-4319(b)(6). The justification for closing the meeting is to protect the City's position in negotiations and to discuss legal advice from counsel regarding Kansas statutes and potential agreements. The executive session will include the Commissioners, City Manager, Cherise Tieben, Assistant City Managers, Melissa McCoy, Director of Engineering, Ray Slattery, City Attorney, Brad Ralph via telephone, Finance Director, Nicole May and Public Works Superintendent, Corey Keller. The open meeting will resume in the City Commission Chamber in 20 minutes at 8:00 pm. The Commission will not take action upon returning to open session and prior to adjournment.

At 7:51 the City Commission reconvened to Regular Session.

ADJOURNMENT

Commissioner Brian Delzeit made a motion to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or County of Dodge City

SECTION 1 – LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	
SECTION 2 – APPLICANT INFORMATION	
Kansas Sales Tax Registration Number (required): <u>004-480-906-593 F01</u>	
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)	
Name <u>Morgison Family - Patricia Brandenburg</u>	Phone No. <u>620-227-8178</u>
Residence Street Address <u>2008 Boley Drive</u>	City <u>Dodge City KS</u>
	Date of Birth <u>1-31-51</u>
	Zip Code <u>67801</u>
Applicant Spousal Information	
Spouse Name <u>Eldon Brandenburg</u>	Phone No. <u>620-227-8178</u>
Residence Street Address <u>2008 Boley Drive</u>	City <u>Dodge City KS</u>
	Date of Birth <u>9-26-50</u>
	Zip Code <u>67801</u>
SECTION 3 – LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Water Sports Campground</u>	Name
Business Location Address <u>500 Cherry Street</u>	Address
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620-225-8044</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Morgison Family - Patricia Brandenburg</u>	
SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>30</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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): 004-844069230-F01

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

Name of Corporation Corner Market 117 LLC		Principal Place of Business 6300 Richmond Ave., Suite 300	
Corporation Street Address 6300 Richmond Ave., Suite 300		Corporation City Houston	State Texas
Date of Incorporation 07-02-1984		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Duncan Law Office		Phone No. 785-233-2265	
Residence Street Address 212 SW 8th Ave, Suite 202		City Topeka	State Kansas
			Zip Code 66603

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Corner Market	Name Corner Market
Business Location Address 2615 East Trail Street	Address 6300 Richmond Ave., Suite 300
City Dodge City	City Houston
State Kansas	State Texas
Zip 67801	Zip 77057
Business Phone No. 620-227-2625	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) Circle K Stores Inc, 1130 West Warner Road, Tempe AZ 85284	

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 Omair Bashir	Position Managing Member	Date of Birth 11-3-1983
Residence Street Address 17915 Luminaire Lane	City Richmond	State Texas
		Zip Code 77407
Spouse Name Maha Omair	Position Spouse	Date of Birth 11-25-1986
Residence Street Address 17915 Luminaire Lane	City Richmond	State Texas
		Zip Code 77407
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code

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

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): 004-844069259-F01

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

Name of Corporation Corner Market 118 LLC		Principal Place of Business 6300 Richmond Ave., Suite 300	
Corporation Street Address 6300 Richmond Ave., Suite 300		Corporation City Houston	State Texas
		Zip Code 77057	
Date of Incorporation 07-02-1984	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Duncan Law Office		Phone No. 785-233-2265	
Residence Street Address 212 SW 8th Ave, Suite 202		City Topeka	State Kansas
		Zip Code 66603	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Corner Market	Name Corner Market
Business Location Address 609 South 2nd Avenue	Address 6300 Richmond Ave., Suite 300
City Dodge City	City Houston
State Kansas	State Texas
Zip 67801	Zip 77057
Business Phone No. 620-227-2692	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) Circle K Stores Inc, 1130 West Warner Road, Tempe AZ 85284	

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 Omar Bashir	Position Managing Member	Date of Birth 11-3-1983
Residence Street Address 17915 Luminaire Lane	City Richmond	State Texas
		Zip Code 77407
Spouse Name Maha Omair	Position Spouse	Date of Birth 11-25-1986
Residence Street Address 17915 Luminaire Lane	City Richmond	State Texas
		Zip Code 77407
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or County of Dodge City

SECTION 1 – LICENSE TYPE

Check One: 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 licensee's premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required):

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

Name <u>Jaelyn Acosta</u>	Phone No. <u>(620) 390-9929</u>	Date of Birth <u>11-11-89</u>
Residence Street Address <u>11697 Landat Way</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>

Applicant Spousal Information

Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Don Hector</u>	Name
Business Location Address <u>208 S. 2nd Avenue</u>	Address
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>(620) 430-2313</u>	<input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Hector Acosta</u>	

SECTION 4 – APPLICANT QUALIFICATION

I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>22</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	
SECTION 2 - APPLICANT INFORMATION	
Kansas Sales Tax Registration Number (required): <u>004-K42613037-F01</u>	
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)	
Name <u>Amado Alvarez</u>	Phone No. <u>620-430-0053</u> Date of Birth <u>02/27/1966</u>
Residence Street Address <u>10829 mcarter Road</u>	City <u>Dodge City</u> Zip Code <u>67801</u>
Applicant Spousal Information	
Spouse Name <u>Sandra Martinez Torres</u>	Phone No. _____ Date of Birth <u>5-14-74</u>
Residence Street Address _____	City _____ Zip Code _____
SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Tacos Jalisco</u>	Name <u>Amado Alvarez</u>
Business Location Address <u>412 East Wyatt Earp Blvd</u>	Address <u>P.O. Box 1311</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>
Business Phone No. <u>620-225-3101</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) _____	
SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>25</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



City of Dodge City

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: February 3, 2020
Subject: Hennessy Lease

RECOMMENDATION: Staff recommends approving the lease with the KU Kansas Law Enforcement Training Center (KLETC) for space at Hennessy Hall.

BACKGROUND: The City Commission previously approved the lease between the City and the KU Kansas Law Enforcement Training Center (KLETC) for office space in Hennessy Hall. The lease is a new lease and involves the east wing of the ground floor. However, once the agreement was signed then the University of Kansas also had to review the lease and they had two additional changes which included:

- Section 9: KU KLETC's payment of \$16,100 for a portion of the work contracted by the City of Dodge City to complete the classroom space.
- Section 13: Removal of the following statement: "City is listed as an additional insured in such policies." However, the City is still protected from any and all claims or demands against the City per the agreement.

JUSTIFICATION: The City Attorney and Administration reviewed these changes and it did not have any concerns. The KLETC will be a new tenant in Hennessy Hall but has been providing training opportunities for the Dodge City Police Department, Ford County Sheriff's Department and other law enforcement agencies in the region. This center will be one of eight training locations in the state of Kansas and the only one in Southwest Kansas.

FINANCIAL CONSIDERATIONS: The term of this agreement is for a period of five years and the annual lease amount is \$28,314 payable in \$2,359.50 monthly installments. This rate was based on 2,178 square feet at the \$13.00 per square foot annual rate.

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 five years. The lease agreement was approved by the city attorney.

ATTACHMENT:

Lease Agreement
Hennessy Ground Floor
KLETC Premises

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 “CITY”), and the University of Kansas – Kansas Law Enforcement Training Center (KLETC) , a Kansas not-for-profit corporation, (the “TENANT”).

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

1. **LEASED PREMISES:** The CITY 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. Attached hereto as Exhibit “B” are the specifications of the TENANT space. That portion of Hennessey Hall hereby leased to TENANT is comprised of approximately 2,178 square feet. Exhibits A and B attached hereto and made a part hereof, is hereinafter collectively referred to as the “leased premises.”
2. **TERM:** The term of this lease shall begin on June 1, 2020 and shall continue until May 31, 2025 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, indemnification obligations) of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. The Lease Term may be extended for one (1) additional term of five (5) years (the “Renewal Terms”) by mutual agreement of the parties, by the TENANT providing written notice of the exercise of the Renewal Term to OWNER no less than six (6) months in advance of the expiration of any Lease Term or Renewal Term.
3. **LEASE RENTAL:** During this Lease, the TENANT shall pay the CITY annual rental in the amount of \$28,314 per year, representing a square footage rental rate of approximately \$13.00 per square foot, said annual amount to be paid in equal advance monthly installments of \$2,359.50 commencing on the first day of June, 2020, and continuing monthly thereafter for the duration of the 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 CITY’S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, Hennessey Hall is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this Lease; provided, however, that in the event Hennessey Hall 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 increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the CITY for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the 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'S basis on a 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 is 2,178 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is five and seven-tenths percent (5.7%).
 - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 5.7% percent, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by 2,178 square feet. The resulting 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 One dollar and twenty-five cents (\$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 CITY in monthly installments commencing on June 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 2020.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this Lease the CITY 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 CITY shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. The CITY shall maintain all portions of the area adjoining Hennessey Hall 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 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. **JANITORIAL SERVICES:** The CITY 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.
7. **TAXES:** The CITY shall pay all real estate taxes (including special assessments) on 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.
8. **USE:** The TENANT shall use and occupy the leased premises for the operation of the KU Kansas Law Enforcement Training Center (KLETC). 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 CITY.

9. **PAYMENT FOR THE WORK – LEASED PREMISES IMPROVEMENTS:** CITY has engaged a contractor to construct and develop leasehold improvements (the “work”), as described in Exhibit C, attached hereto. Construction is anticipated to begin on or about _____ and will be completed no later than _____. In consideration of the work to be performed, which includes items requested by TENANT, TENANT will reimburse CITY for a portion of the costs of the work in the amount of \$16,100 upon receipt of proof of bills paid to the contractor following completion of the work.

10. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this Lease, and hereby accepts said lease 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 CITY as to the existing condition of the leased premises.

Any renovations and remodeling required or requested by 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 CITY, which approval shall not be unreasonably withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease 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 CITY 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. In no event however, shall tenant’s indemnity obligation set forth in this section exceed the terms, conditions, or liability under the Kansas Tort Claims Act (K.S.A. 75-6101 ET SEQ.).

11. **TERMINATION BY CITY:** In the event of the sale by the CITY of Hennessey Hall which includes the lease premises to a third party, the CITY 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. In the event of such termination by the CITY, the CITY will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of this Lease as set forth herein. In the event of a termination of this Lease by the CITY, by reason of the sale of Hennessey Hall to a third party as provided above, the CITY will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

If the termination occurs during the year in which the improvements were made, reimbursement shall be one hundred percent (100%) of the actual cost of improvements;

If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be sixty-six percent (66%) of the actual cost of such improvements;

If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be thirty-three percent (33%) of the actual cost of such improvements;

If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

12. **CASUALTY INSURANCE:** The CITY agrees to keep the leased building facility insured for the benefit of the CITY against loss or 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 and inventory.
13. **TENANT LIABILITY INSURANCE:** As an agency of the State of Kansas, TENANT is self-insured and 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 CITY from any and all claims or demands of any kind of character which may arise or claim to arise against the CITY by reason of the use of the leased premises by the TENANT. It is further agreed that the TENANT shall save and hold harmless the CITY from any and all claims, causes of action or losses which may be asserted against the CITY by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease.
14. **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 CITY, the CITY, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The CITY'S responsibility in this respect should be limited to the amount of insurance proceeds received by the CITY 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 lease premises is put in complete repair. If the lease 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 to cancellation at the option of the CITY by giving TENANT written notice of cancellation within (20) twenty 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 CITY 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 CITY'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.
15. **UTILITIES:** The CITY shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
16. **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 CITY in each such incident. The written consent of the CITY to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the CITY to any further assignment or subletting.

- 17. **ASSIGNMENT BY CITY:** The CITY 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 CITY and its assignee of any obligations incumbent upon it under the provisions of this Lease, and the same shall be binding on the CITY'S assignee.
- 18. **RULES AND REGULATIONS:** The CITY 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.
- 19. **NOTICES:** Any notice under this Lease must be in writing and must be sent 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 CITY hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, KS 67801. The TENANT hereby designates its address as P.O. Box 1636, Dodge City, KS 67801.
- 20. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

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

CITY OF DODGE CITY, A MUNICIPAL CORPORATION

By: _____

BRIAN DELZEIT, MAYOR

APPROVED:

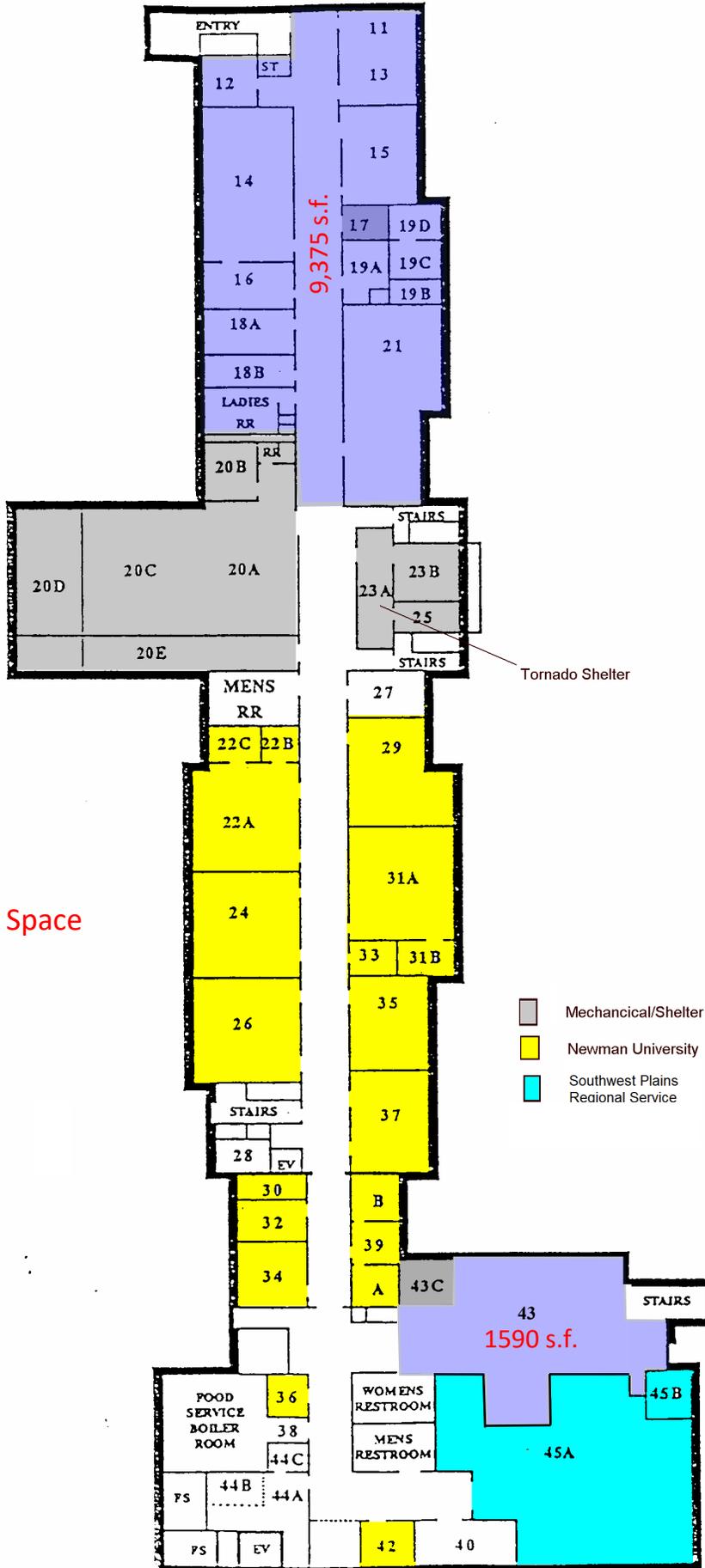
 CONNIE MARQUEZ, CITY CLERK

By: _____

EXECUTIVE DIRECTOR, KLETC

ATTEST:

Ground Floor



ENTRY

12

14

16

18A

18B

LADIES RR

20B

20D

20C

20A

20E

MENS RR

22C

22B

22A

24

26

STAIRS

28

EV

30

32

34

FOOD SERVICE
BOILER ROOM

36

38

44C

FS

44B

44A

FS

EV

42

40

11

13

15

17

19A

19B

21

STAIRS

23A

23B

25

STAIRS

27

29

31A

33

31B

35

37

B

39

A

43C

43

45A

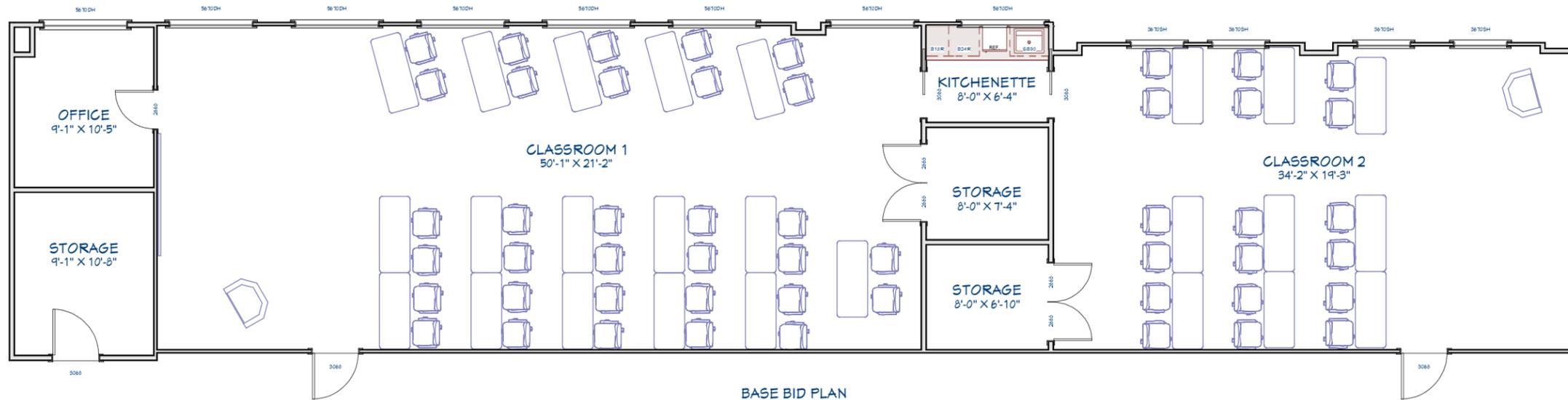
45B

STAIRS

WOMENS RESTROOM
MENS RESTROOM

42

40



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



IBM Power System for City Hall

Bids opened: 2020 01 22

Budgeted amount: \$45,000

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
ARK Data	\$34,762	Not approved by software company. Did not supply references for similar jobs.
SPS VAR	\$34,000	Approved by software vendor. Good experiences with this vendor. Experience with our software.
ITC	\$31,435	Not approved by software company. Did not supply references for similar jobs.
Arc Pure	\$153,352	Not approved by software company. Did not supply references for similar jobs.

ADDENDUM TO EMPLOYMENT CONTRACT

THIS ADDENDUM is to the Employment Agreement dated January 20, 2014 and a subsequent Addendum dated December 17th, 2018, by and between Cherise L. Tieben ("Tieben") and the City Commission of the City of Dodge City, Kansas, ("the City") (collectively the "Parties").

IN CONSIDERATION of the provisions stated in said Employment Agreement and the provisions contained herein, the Parties agree as follows:

1. Section 6 – Salary – shall be amended from the December 2018 rate of one hundred thirty-seven thousand, three hundred eleven dollars (\$137,311) to one hundred forty thousand, seven hundred forty three dollars (\$140,743) annually effective January 1, 2020.
2. Upon submission of the appropriate form, Tieben shall be determined to be eligible and approved for the Early Retirement Program which was approved by the Commission on April 16, 2018.

All other terms and provisions of the Employment Agreement dated January 20, 2014 and as amended on December 17, 2018 shall remain in effect without modification.

IN WITNESS WHEREOF, the parties have executed this Addendum to said Employment Agreement effective February 3, 2020.

Joyce Warshaw
City of Dodge City, Kansas

Dated this 3rd day of February, 2020

ATTEST:

Connie Marquez, City Clerk

(seal)



Cherise Tieben, City Manager

Dated this 3rd day of February, 2020

Memorandum

*To: City Manager and City
Commissioners*
From: Assistant City Manager/Public Affairs
Date: February 3, 2020
Subject: Cottonwood Avenue Land Purchase
Agenda Item: New Business

Recommendation: Staff recommends the approval of the real estate purchase contract: 407 Cottonwood Avenue - \$90,000.00, Miguel Sanchez Robles and Abigail Del Real.

Background: In an effort to acquire property to eventually relocate the Public Works facilities to adjoin the Parks facilities it is necessary to acquire this parcel of land located at 407 Cottonwood Avenue. Through the previous acquisition of Park St. and Cottonwood St. properties, we will be able to relocate a substantial amount of the Public Works facilities that are in significant need of repairs and improvements. This partial of land is the only property remaining that has not been acquired for the Public Works facilities.

Justification: By acquiring this property, we are better positioned to relocate these facilities in future as funds allow. By doing so, we should gain efficiencies and therefore eventual financial savings between the two departments.

Financial Considerations: The cost will be ninety thousand dollars (\$90,000.00), plus half of the closing costs to the Title Company, all of which will be paid from the Development & Growth Fund. The Closing will take place ninety days from the date of execution of this agreement

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

Legal Considerations: Attached contract

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made and entered into this ____ day of February, 2020 by and between Miguel Sanchez Robles and Abigail Del Real, parties of the First Part, hereinafter referred to as "Sellers, and City of Dodge City, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer".

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Sellers do hereby agree to sell and convey to the Buyer by a good and sufficient general warranty deed the following described real property, situated in Ford County, Kansas, to-wit:

All of Lots Ten (10), Twelve (12) and Fourteen (14), Young's Place Addition, an Addition to the City of Dodge City, Ford County, Kansas, located in Section Thirty-five (35), Township Twenty-six (26), Range Twenty-five (25), Ford County, Kansas.

Subject to easements and restrictions of record.

2. The Buyer hereby agrees to purchase, and pay to the Sellers, as consideration for the conveyance to it of the above-described real property, the sum of Ninety Thousand Dollars and Zero Cents (\$90,000.00) in the manner following to-wit: cash at closing.
3. The Sellers agree to furnish to Buyer a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Sellers, subject to: easements and restrictions of record. The Title Evidence shall be sent to the Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Sellers shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Sellers further agree to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
6. It is agreed by the Parties that the closing of this transaction (the "Closing") shall take place within ninety (90) days from date of execution of this Agreement during which time **Buyer** shall conduct such due diligence as it deems necessary and appropriate. The Closing may be extended by mutual agreement of the parties. At the Closing, **BUYER** shall pay to **SELLERS** the balance of the sale price. **SELLERS** shall deliver to **BUYER** the deed of conveyance, and all other documents and things to which **BUYER** shall be entitled. Upon the payment of such monies and delivery of such documents, this transaction shall be deemed closed. The parties will share the costs of closing and the closing agent will be High Plains Land & Title of Dodge City.
7. Possession to be given to Buyer at closing.
8. In the event an Owner's title insurance policy is furnished, the total cost of the title insurance policy shall be paid one hundred percent (100%) by Buyer and zero percent (0%) by Sellers. All other closing agent costs will be shared equally by Buyer and Sellers. The closing agent for this transaction will be High Plains Land & Title.
9. All fixtures and all personal property remaining on the property at the time of closing shall pass to and become the property of the Buyer.
10. **SELLERS** will be responsible for and shall pay all taxes and special assessments, if any, assessed against the Premises for the year 2019 and all prior years. The taxes and special assessments for 2020 will be prorated on the basis of the number of months, or fraction thereof, which each party shall be in possession of the Premises. At the Closing, **SELLERS** shall pay to **BUYER** a sum equal to a prorated share of the 2020 taxes and special assessments, if any, said prorated share to be based upon the amount of taxes and special assessments assessed for the preceding year. **BUYER** will be responsible for and shall pay all taxes and special assessments for the 2020 year when the same become due and payable, and for all subsequent years.
11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Sellers makes no warranty or guarantee as to the suitability of the real property proposed for sale for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;

- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property.
- F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLERS

BUYER

By Direction of the City Commission

Miguel Sanchez Robles

Joyce Warshaw, Mayor

ATTEST:

Abigail Del Real

Connie Marquez, City Clerk

APPROVED AS TO FORM:

Bradley C. Ralph, City Attorney

Memorandum

*To: City Manager
City Commissioners*
*From: Tanner Rutschman, P.E.
City Engineer*
Date: February 3, 2020
Subject: 2020 Street Program
Agenda Item: New Business

Recommendation: Approve the 2020 Street Program as outlined below.

Background: On an annual basis, staff outlines street construction projects for Commission approval. These projects are based on information gathered from PCI scores, staff maintenance records and inspection of the City Streets. Each year as many street projects are included as possible with the funds available for the Street Program. As a result, several projects have been selected for this years Street Program.

Justification: The streets included in this years Asphalt Street Projects were selected based on their traffic volume, public safety, previous major maintenance, 2017 PCI score and the ability of staff to stretch funding as far as possible. Once identified, the appropriate repair technique was chosen for each. These selected streets only account for a portion of the streets that require capital maintenance and next year we will continue the street program and prioritize streets in a manner to improve as many streets as possible. The other projects included in the Street Program were either identified in the City's 5-year CIP or are on an annual maintenance plan (i.e. pavement markings, traffic signal improvements/repairs).

Financial Considerations: Partial funding of these projects will come form the City's Special Streets Fund for construction and maintenance of the city's streets. A total of \$485,000 would be allocated from the Special Streets Fund for this program. The remaining funds would need to come from General Obligation Bonds. A total of \$4,515,000 of the funds would need to come from GOB funds to complete the program as presented. Staff and the Finance director will work together to determine the repayment amount of the GOB projects. Staff will return to the Commission for their approval of the additional GOB projects. Staff wants to begin the intial design of the GOB listed projects.

Purpose/Mission: These Projects align with the City's Core Value of administering Ongoing Improvements to provide for the citizens and prepare for the community's future.

Legal Considerations: N/A

Attachments: List of 2020 Street Projects, street maintenance zones, & an updated PCI.

2020 STREET PROGRAM LIST

SPECIAL STREETS FUNDING

\$ 485,000

MASTIC CRACK SEALANT –

\$ 100,000

This project consists of patching large transverse cracks on several streets in town. This is a preventative maintenance measure that will improve the smoothness of the road surface and deter water from percolating through the pavement and deteriorating the sub-grade. This preventative maintenance technique will work hand in hand with the City's planned Chip Seal Program. Maintenance Zone #5 (East Dodge) will receive crack sealant this year.

STREET SEALING --

\$ 300,000

This funding will go towards continuing the chip seal program. This program is set up to follow the crack sealing program one maintenance zone at a time until the entire residential asphalt street system has been treated. This year's street sealing will take place in Zone 4 (West Dodge).

PAVEMENT MARKINGS –

\$ 30,000

These funds will go towards the removal and replacement of pavement markings on Wyatt Earp Blvd. from Ave. P to Rd. 113.

TRAFFIC SIGNAL IMPROVEMENTS/REPAIRS –

\$ 50,000

This money will be used to install battery backup power for the signal control cabinets at the intersections of 14th Ave. & Wyatt Earp Blvd., 6th Ave. & US50, and Central Ave. & US50.

SIDEWALK CONSTRUCTION –

\$ 5,000

This money goes towards the construction of new sidewalks and repair of existing sidewalks, either by the City or through the Cost-Share Program.

PROPOSED GOB FUNDED PROJECTS

\$ 2,725,000

ASPHALT STREET PROJECTS -

\$ 500,000

This funding will go towards the reconstruction and/or mill & overlay of asphalt streets. We are proposing to perform capitol maintenance on 29 blocks of asphalt streets with the program this year. The locations and type of maintenance include:

<u>PROPOSED PROJECTS</u>	<u>Zone</u>	<u>PCI</u>
• Reconstruct 12 th Ave. (W. Spruce St. to Vine St.)	4	65
• Reconstruct E. Spruce St. (Ave. D to Ave. E)	5	38
• 1½" Mill & 2" Inlay on Shirlane St. (Doralane Ave. to Donedda Ave.)	1	42*
• 1½" Mill & 2" Inlay of Mellane St. (Doralane Ave. to Ave. A)	1	55*
• 1½" Mill & 2" Inlay of Tanglewood Dr. (Cannery Row to Ave. A)	1	46

- 1½” Mill & 2” Inlay on Toalson Ave. (Plains St. to Ross Blvd.) 1 46
- 1½” Mill & 2” Inlay on Circle Lake Dr. (Circle Lake Dr. to Ave. P) 3 56*
- 1½” Mill & 2” Inlay on Elbow Bend (Shadow Ln. to Circle Lake Dr.) 3 55
- 1½” Mill & 2” Inlay on Fairway Dr. (Comanche St. to Ruth Ann Dr.) 3 45*
- 1½” Mill & 2” Inlay on Greenwood Ave. (Homewood Ave. to Division St.) 4 38
- 1½” Mill & 2” Inlay on Lasalle St. (Division St. to Linn St.) 4 36
- 1½” Mill & 2” Inlay on W. Cedar St. (12th Ave. to 14th Ave.) 4 39*
- 1½” Mill & 2” Inlay on 11th Ave. (W. Ash St. to W. Brier St.) 4 38
- 1½” Mill & 2” Inlay on Ave. K (Wyatt Earp Blvd. to Military Ave.) 5 41
- 1½” Mill & 2” Inlay on Sunflower Ave. (Sycamore St. to Poplar St.) 6 15

**These scores represent the average PCI over a multiple block section.*

6TH & 7TH RECONSTRUCTION/REALIGNMENT \$ 1,600,000

This project will connect 7th Ave. with 6th Ave., between Cedar St. and Spruce St., and reconstruct Spruce St. from west of 7th Ave. to 5th Ave. This realignment will provide a continuous north-south route on a half-section line from Wyatt Earp Blvd. to US50 Highway. The sanitary sewer will be evaluated within the project limits and all new water mains & services will be installed with the project. We are currently advertising for RFQs on this project and would like to have a design consultant on board by March of this year.

14TH AVENUE AND MCARTOR ROAD IMPROVEMENTS \$ 100,000

This funding will go towards drainage improvements at the intersection. This will include the installation of curb & gutter along McArtor Rd., modifications to the existing reinforced concrete boxes, and regrading of the road ditches.

TRAIL STREET WIDENING & IMPROVEMENTS - DESIGN \$ 525,000

This funding will go towards the design of improvements to the Trail St. corridor from McCaustland Rd. 1 to the intersection of US 400/283/56. This project will be split into two parts. The first part, the highway intersection, will be constructed as a Geometric Improvement project through KDOT and funded at an 85/15 match up to \$1M. The second part will include the reconstruction and widening of Trail St. to a 5-lane concrete section from the highway intersection back to McCaustland Rd. 1. This part will be the responsibility of the City to fund.

OTHER PROPOSED GOB FUNDED PROJECTS \$ 1,790,000

SECOND AVENUE BRIDGE REPAIR –CONSTRUCTION \$ 750,000

These funds will go towards completing the necessary repairs to the 2nd Ave. Bridge.

14TH AVENUE BRIDGE REPAIR – DESIGN \$ 75,000

These funds will go towards the design of the required repairs to the 14th Ave. Bridge

LEVEE CERTIFICATION IMPROVEMENTS - \$ 750,000

These funds will go towards the next step required to insure that our levee system is certified in accordance with FEMA and that properties within the flood zone are not required to maintain flood insurance. This step will include raising the top of the levees in certain locations and armoring of the drainage fingers and outfalls into the pilot channel.

AVE. D & WYATT EARP BLVD. DRAINAGE IMPROVEMENTS - \$ 215,000

The current storm drainage infrastructure at this intersection is unable to handle the amount of storm water flowing through. Water is unable to enter the storm box structure along Ave. D and flows across Wyatt Earp Blvd. Once across Wyatt Earp Blvd. the storm water ponds in the gutter line until it jumps the curb. This has been causing hazards for traffic on Wyatt Earp Blvd. and erosion behind the curb and gutter. These funds will go towards adding storm sewer infrastructure that will put a halt to the current issues.

PUBLIC ART FUND CONTRIBUTION \$ 37,150

Fund required for public art per Ordinance 3603 based on the amount to be bonded in 2020.

TOTAL PROPOSED GOB FOR 2020 \$ 4,515,000

PREVIOUS GOB FUNDED PROJECTS \$ 1,965,000

US 50 HIGHWAY & GARY AVE. INTERSECTION Design – \$ 500,000

In May of 2018 we submitted an application to KDOT for fiscal year 2020 funds to improve the intersection of Gary Ave. and US Hwy 50 as a result of recommendations by TranSystems in their US 50 corridor analysis. This application was approved in August with a maximum contribution from KDOT set at \$500,000. Responses from a Request for Qualifications were received on January 15th of this year and City staff is working with “Consultant” to finalize a scope of services and design contract. The estimated City share of the project is \$500,000 and includes design, construction, and construction inspection. Non-participating work on Gary Ave. from Edgemore St. to US50 Hwy will also be paid out of the City’s share of the project. The design of this improvement has been completed and the project will be put out to bid February 2020.

SECOND AVENUE BRIDGE REPAIR –DESIGN \$ 100,000

This funding will go towards design costs associated with making the necessary repairs to the 2nd Ave. bridge. These repairs include replacing the rocker pins and hinges as well as the deck of the bridge that abuts the expansion joints. We are currently advertising for RFQs on this project and hope to have a design consultant on board sometime in March of this year.

REPLACEMENT OF AVENUE K BRIDGE –CONSTRUCTION \$ 450,000

This funding will go towards construction costs associated with replacing the bridge at the intersection of Ave. K and Military Ave. This project was put out to bid and awarded to Building Solutions, LLC at a total cost of \$384,670. This project is scheduled to start sometime this month.

WAGON WHEEL #2 CONNECTION TO FRONTVIEW – \$ 175,000

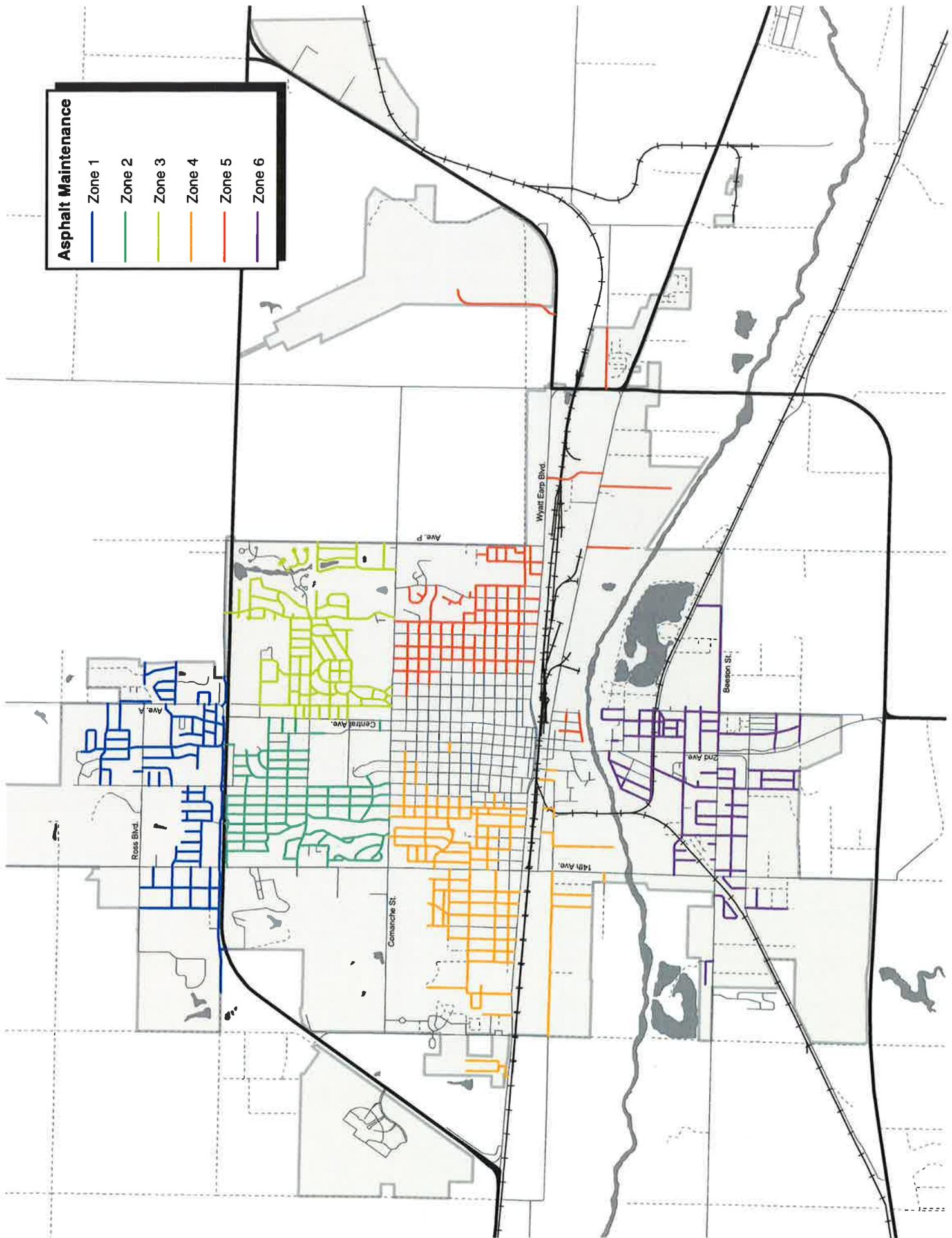
The Wagon Wheel #2 residential development has brought forth a need to construct a second outlet to this residential neighborhood in the northeast corner of town. This second outlet will help reduce traffic on Ave. A and give the new development direct access to US 50 Highway. Right-of-Way purchase is being finalized.

1ST AVE. RECONSTRUCTION & WATERLINE REPLACEMENT - \$ 740,000

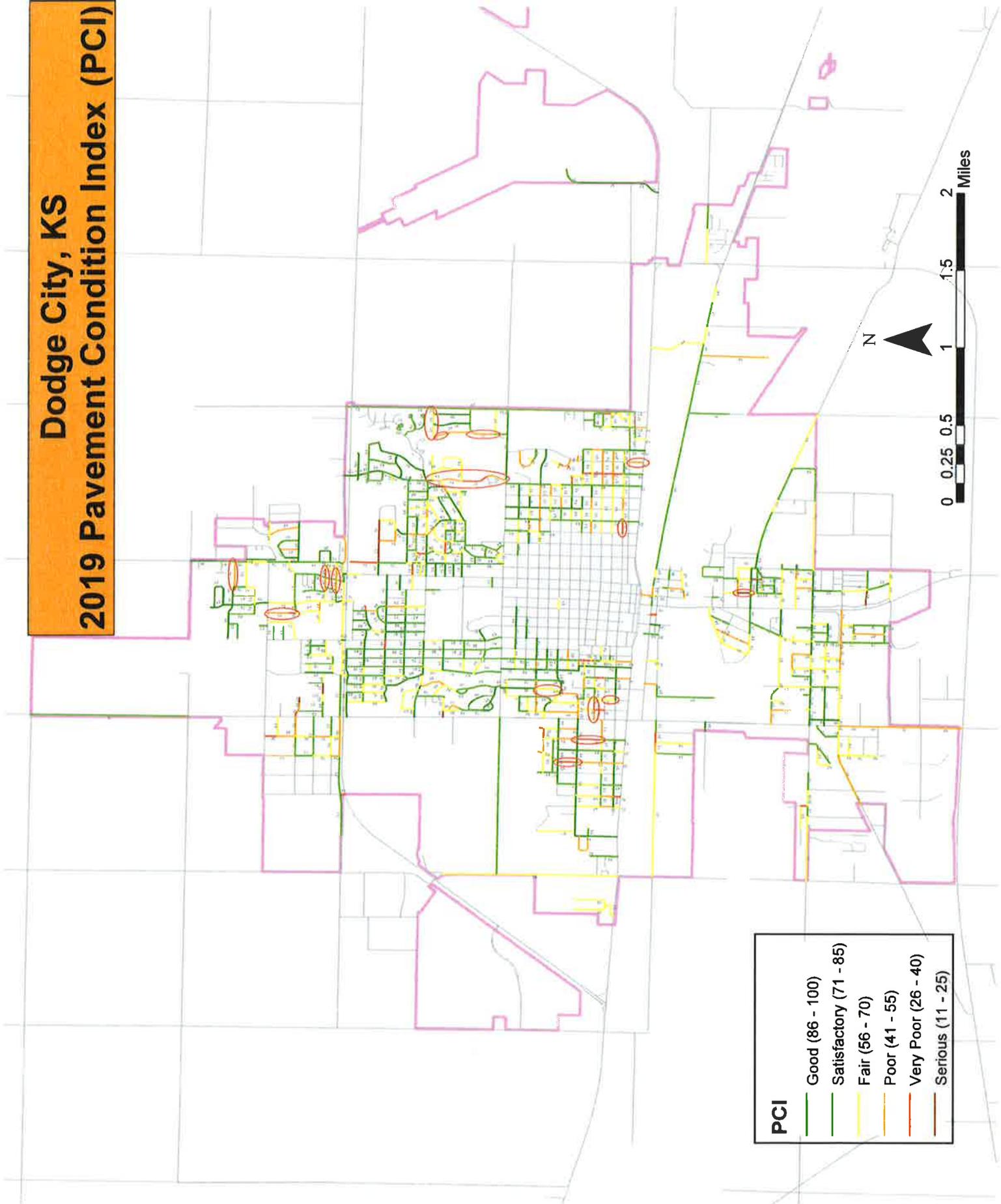
Replacement of a 5 block section of brick street from Hickory St. to Cedar St. along with the underlying water main. The roughest 5 continuous blocks with the most water main issues was selected. This project was put out to bid in 2019 and was awarded to Building Solutions, LLC with a bid of \$728,085.75. The contractor plans to begin construction right after the Central Ave. reconstruction project is finalized.

Asphalt Maintenance

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6



Dodge City, KS 2019 Pavement Condition Index (PCI)



Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services
Tanner Rutschman, P.E.
City Engineer*

Date: February 3, 2020

*Subject: Biogas Plant Modifications, SS 1601.
Agenda Item: New Business*

Recommendation: Approve the construction of proposed modification to the Warrior Project by means of Jacob's operations budget. This will enable the continued sale of biomethane to OCI.

Background: The biomethane produced at the Warrior project is currently sold to two off takers, OCI & Kwik Trip. An issue has come up with our gas sales to OCI. OCI only receives a high value from our biomethane if it is deemed renewable according to the standards of the ISCC. The gas per produce at the Warrior Project is compliant with the ISCC but another factor that has come into play is the European market. In Europe, renewable fuels are categorized by the amount of greenhouse gas (GHG) emissions they reduce. The past two years our facility has been producing renewable biomethane at the 50% GHG reduction rate and that was working because that is where the demand was in the European market. However, the market demand has shifted and obligated parties are only looking to purchase renewable fuel with a 60% GHG reduction rate. Our facility will not be able to produce biomethane at this new demand rate in its current state of operations. The reason for this is that our plant is using too much electricity & natural gas to clean up our biogas. This leaves us with a few options to consider.

Option #1 –

This option would entail losing our contract with OCI and our off taker of gas produced in anaerobic digester #3 and working through the steps to register our facility with the EPA as a certified producer of D5 RINs. There are costs and unknowns with this option. We would have to pay Weaver to help us work through the registration application and get it submitted. It is unknown how long we would have to wait to hear the results or whether the EPA would approve the application. Also, the D5 RIN market sits around the \$0.50 range causing this scenario to generate substantially less revenue in comparison to gas sales to OCI.

Option #2 -

With this option we would work towards certifying the plant at the 60% GHG reduction rate. To accomplish this, modifications would need to be made to the facility so that product gas (biomethane) could be used as a supplemental fuel source in the thermal oxidizer in place of natural gas from the grid. This will reduce our carbon footprint enough to certify the Warrior Project at the 60% GHG reduction rate. The downside is that it will result in a reduction of biomethane ($\approx 10\%$) for us to sell on the market.

Justification: By continuing to sell gas from the Warrior Project to OCI, we will guarantee that we receive as much revenue as possible from the biomethane produced. This can only be accomplished if modifications are made to the plant to reduce its carbon footprint.

Financial Considerations: If the City loses the ability to sell to OCI (Europe) the annual revenue produced from the facility will be significantly reduced.

Purpose/Mission: The Ongoing Improvements of the Warrior Project will help ensure upgraded bio-gas generated at the South WWTP to be sold to OCI.

Legal Considerations: N/A

Attachments: A spreadsheet displaying the forecasted revenues for a few different scenarios.

2020 FORECASTED BIOGAS REVENUE SCENARIOS

Under Current Operations

	D3	OCI
VOLUME	96,518	247,782
SALE PRICE/RIN	\$0.80	\$12.50
REVENUE	\$ 1,098,550	\$ 3,097,275
WORLD KINECT	\$ 109,855	\$ 309,728
KWIK TRIP	\$ 136,975	
TOTALS	\$ 851,721	\$ 2,787,548
TOTAL REVENUE	\$ 3,639,268	
UTILITY EXPENSES	\$ 800,000	
TOTAL REVENUE	\$ 2,839,268	

SCENARIO #1

Register Facility w/ EPA for D5 RIN Generation

	D3	D5
VOLUME	96,518	247,782
SALE PRICE/RIN	\$0.80	\$0.50
REVENUE	\$1,098,550	\$1,948,467
WORLD KINECT	\$90,549	\$145,287
KWIK TRIP	\$136,975	
TOTALS	\$871,026	\$1,803,180
COMBINED REVENUE	\$ 2,674,207	
UTILITY EXPENSES	\$ 800,000	
TOTAL REVENUE	\$ 1,874,207	

2020 FORECASTED BIOGAS REVENUE SCENARIOS

SCENARIO #2

Modify Plant and Provide 100% Supplemental Gas

	D3	OCI
VOLUME	85,305	218,995
SALE PRICE/RIN	\$0.80	\$12.50
REVENUE	\$ 970,923	\$ 2,737,441
WORLD KINECT	\$ 97,092	\$ 273,744
KWIK TRIP	\$ 136,975	
TOTALS	\$ 736,856	\$ 2,463,696
TOTAL REVENUE	\$ 3,200,553	
UTILITY EXPENSES	\$ 625,000	
TOTAL REVENUE	\$ 2,575,553	

SCENARIO #3

Modify Plant and Provide 75% Supplemental Gas

	D3	OCI
VOLUME	88,108	226,192
SALE PRICE/RIN	\$0.80	\$12.50
REVENUE	\$ 1,002,830	\$ 2,827,399
WORLD KINECT	\$ 100,283	\$ 282,740
KWIK TRIP	\$ 136,975	
TOTALS	\$ 765,572	\$ 2,544,659
TOTAL REVENUE	\$ 3,310,232	
UTILITY EXPENSES	\$ 670,000	
TOTAL REVENUE	\$ 2,640,232	

Memorandum

To: City Manager, Cherise Tieben
City Commissioners

From: Ernestor De La Rosa, Assistant City
Manager

Date: January 30, 2020

Subject: Retired Transportation Buses

Agenda Item: New Business

Recommendation: Staff recommends the City Commission approve the donation of two retired transportation buses to the Dodge City Family YMCA.

Background: The Dodge City Transportation program currently has 10 vehicles for the transit operation and is replacing these vehicles due to age and maintenance. These vehicles are paid in part by the Federal Transportation Administration, KDOT and the City of Dodge City. Once these vehicles meet a certain mileage threshold and are replaced, they can be utilized for back-up, donated or be sold.

This year we have two vehicles that were retired, but are in good condition. Our partner, the Dodge City Family YMCA is in need of these buses to help with their child care after school program. They currently serve over 90 kids and close to half of them need transportation after school.

Justification: The Dodge City Family YMCA is a long-time partner of the City of Dodge City. The City wishes to continue to support the YMCA to provide quality services to our residents. In addition, KDOT has been advised of our intentions with these buses and have given permission for such action at no cost.

Financial Considerations: No financial commitment from either party.

Purpose/Mission: Together we collaborate with our community partners to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None

Attachments: None