

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, February 17, 2020

7:00 p.m.

MEETING #5149

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).

Recognition of Summer Rhodes for CASA Volunteer of the Year Award

Recognition of Police Officers Gutierrez and Cuevas-Sotelo for teaching a Statewide Class of Law Enforcement Officers, Essential Spanish for Law Enforcement

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, February 3, 2020;
2. Approval of City Commission Meeting Minutes, February 3, 2020;
3. Appropriation Ordinance No.4, February 17, 2020;
4. Approval of Lease Agreement with SER-Jobs for Progress National Inc.

ORDINANCES & RESOLUTIONS

Ordinance No. 3728: An Ordinance Annexing to the City of Dodge City, Kansas the Described Property, in Accordance With K.S.A. 12-520 ET. SEQ: and Providing for the Zoning Thereof. Report by Administrator of Planning and Zoning, Nathan Littrell.

Resolution No. 2020-01: A Resolution of the Governing Body of the City of Dodge City, Kansas Giving Notice of a Public Hearing on the Advisability of Creating a Community Improvement District. Report by Finance Director, Nicole May.

Resolution No. 2020-02: A Resolution Making Certain Findings and Determinations as to the need for Housing Within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be Designated as a Rural Housing Incentive District Within the City,(Casa Del Rio). Report by Special Projects Coordinator, Mollea Wainscott.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Commission Appointments. Report by City Manager, Cherise Tieben.
2. Approval of Community Facility Advisory Board (CFAB) Appointments. Report by Melissa McCoy, Assistant City Manager, Public Affairs.
3. Approval of Amendment No. 1 for Architecture Services for Airport Terminal. Report by Superintendent of Public Works, Corey Keller.
4. Approval of Purchase of Water Meters. Report by Superintendent of Public Works, Corey Keller.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES
City Hall Commission Chambers
Monday, February 3, 2020
6:00 p.m.

CALL OR ORDER

WORK SESSION

City Engineer Tanner Rutschman and Director of Engineering Services Ray Slattery discussed the 2020 Street Program.

ADJOURNMENT

Mayor

ATTEST:

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, February 3, 2020
7:00 p.m.
MEETING #5148

CALL TO ORDER

ROLL CALL Mayor Joyce Warshaw, Commissioners Joseph Nuci, Brian Delzeit, Rick Sowers, Kent Smoll, reported absent.

INVOCATION by Bryan VanArsdale of First Christian Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Brian Delzeit made a motion to accept the agenda as presented. Commissioner Joseph Nuci 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).

Jan Scoggins wanted to thank the Parks & Recreation Department for the maintenance of the Walking Trails, asked the Commissioners to consider posting a sign asking the public to pick up after their fur animals.

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.

Commissioner Brian Delzeit made a motion to approve the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 0.

ORDINANCES & RESOLUTIONS**UNFINISHED BUSINESS****NEW BUSINESS**

Commissioner Rick Sowers moved to approve the bid from SPS VAR in the amount of \$34,000 for City Hall AS400 Server. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

Commissioner Joseph Nuci moved to approve the mayor sign the real estate purchase agreement in the amount of \$90,000 plus closing fees for 407 Cottonwood Avenue. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

Commissioner Brian Delzeit moved to approve the 2020 Street Program as outlined. Commissioner Joseph Nuci seconded the motion. The motion carried 4 -0.

Commissioner Rick Sowers moved to allow the City's engineering department to utilize Jacob's Operations funds to do the proposed modifications to the Bio Gas Plant. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

Commissioner Joseph Nuci made a motion to approve the donation of retired transportation buses to Dodge City Family YMCA for their after school programs. Commissioner Brian Delzeit seconded the motion. The motion carried 4 -0.

OTHER BUSINESS

Staff Reports

EXECUTIVE SESSION

Commissioner Brian Delzeit moved that the City Commission recess into executive session pursuant to the privileged communications with the City's attorney exception found in K.S.A. 75-4319(b)(2). The justification for closing the meeting is to discuss legal advice from counsel regarding potential litigation. The open meeting will resume in the City Commission chamber in 20 minutes at 8:05 p.m. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Joseph Nuci moved to extend the executive session for another 15 minutes Commissioner Brian Delzeit seconded the motion.

EXECUTIVE SESSION

At 8:20 pm Commissioner Rick Sowers moved that the city commission recess into Executive Session pursuant to the exception found in K.S.A. 75-4319(b)(4). For discussion of data relating to financial affairs or trade secrets to third parties, the justification is for financial information of a private entity to be discussed and that information to be considered confidential by that entity.

to include Commissioners, City Manager, Cherise Tieben, City Attorney, Brad Ralph, Assistant City Managers, Ernestor DeLaRosa. The open meeting will resume in 15 minutes The Commission will take no action upon returning to the open session and prior to adjournment. Commissioner Brian Delzeit seconded the motion. The motion carried 4 – 0.

Open meeting resumed at 8:40

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Joe Nuci seconded the motion. The motion carried 4 - 0.

Mayor

ATTEST:

City Clerk



City of Dodge City

PARKS AND FACILITIES

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

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Troy Brown, Parks and Facilities Director

Date: February 14, 2020

Subject: Hennessy Lease

RECOMMENDATION: Staff recommends approving the lease with SER- Jobs for Progress National Inc., for space at Hennessy Hall. The Commission had approved the lease at the January 20th meeting however SER requested the following language be added: *The parties agree that if the Tenant were to lose or suffer a significant decrease in funding from the Department of Labor (SCSEP) Tenant may elect to terminate this Lease with thirty (30) day's notice to the City. Said notice must occur within forty-five (45) days of the actual loss and/or reduction in said funding.*

BACKGROUND: SER desires to lease space at Hennessy to house their operations and services. The space being leased is on the first floor, room 130. The total space being leased is 700 square feet and this is a one year lease with a two year option. SER is a national network of employment and training organizations that formulates and advocates initiatives focusing on the needs of Hispanics in the areas of education, training, employment, business and economic opportunity.

JUSTIFICATION: SER is a not-for-profit public service enterprise that is compatible with other entities currently housed in the facility.

FINANCIAL CONSIDERATIONS: The annual lease payment will be \$4,200 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 SER-Jobs for Progress National, 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 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. The portion of the premises hereby leased to the TENANT is indicated on the attached document, comprising approximately seven hundred (700) square feet and labeled as Room 130. The room indicated, 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 February 1, 2020 and shall continue until January, 2021 (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 two (2) additional terms of two (2) years each (the "Renewal Terms") by mutual agreement of the parties, by Tenant providing written notice of the exercise of the Renewal Term to Owner no less than three (3) months in advance of the expiration of any Lease Term or Renewal Term. The parties agree that if the Tenant were to lose or suffer a significant decrease in funding from the Department of Labor (SCSEP) Tenant may elect to terminate this Lease with thirty (30) days' notice to the City. Said notice must occur within forty-five (45) days of the actual loss and/or reduction in said funding.
- 3) **LEASE RENTAL:** During the first year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of four thousand, two hundred dollars (\$4,200.00), representing a square footage rental rate of \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of three hundred fifty dollars (\$350.00), beginning on the first day of February, 2020, for first 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, 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 the 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 seven hundred (700) square feet and the total usable space of Hennessey Hall is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.8%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.8%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by seven hundred (700) 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 February 1, 2021 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 the leased building facility 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. 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 within 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 lease 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) 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.
- 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 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.

Any future 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.

The 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 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.

- 11) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of Hennessey Hall which includes the lease 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.
- 12) **TERMINATION BY TENANT:** The LANDLORD acknowledges that the TENANT anticipates conducting operations subject to State and Federal government funding. Should the TENANT fail to receive adequate funding to continue operations, the TENANT may terminate this Lease by providing the LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should the TENANT terminate this Lease under this provision, the TENANT shall not rent, lease, or sub-lease any other space within Ford County for the purpose of conducting office operations for the term of this Lease.
- 13) **CASUALTY INSURANCE:** The LANDLORD agrees to keep the 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 TENANT assets.
- 14) **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.

- 15) **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 lease 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 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 agreement 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 premises are untenable.
- 16) **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises. TENANT shall be responsible for any telecommunications and data utilities required.
- 17) **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.
- 18) **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.

19) **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of Hennessey Hall of which the leased premises are a part. 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.

20) **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 100 E. Royal Lane, Suite 130, Irving, TX 75039.

21) **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: _____
JOYCE WARSHAW, MAYOR

APPROVED:

By: _____
CONNIE MARQUEZ, CITY CLERK

SER-JOBS FOR PROGRESS NATIONAL, INC.

By: _____
IGNACIO SALAZAR, PRESIDENT/CEO

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: February 17, 2020
*Subject: Annexation of Property –
1507 Pheasant St.*
Agenda Item: Ordinance No. 3728

Recommendation: City staff recommends approval of this annexation ordinance.

Background: The owner of the property located at 1507 Pheasant St. is petitioning the City for annexation. The property owner plans to develop the property for both multi-family and single-family residential use and plan to utilize City water, trash and sewer services.

Justification: Since the property owner intends to utilize City services, it would be prudent to be annexed prior to development. The property is adjacent to the City boundary and City services could be made available. The default zoning for annexed properties is R-S Residential Suburban. The property will need to be rezoned prior to development.

Financial Considerations: None

Purpose/Mission: None

Legal Considerations: None

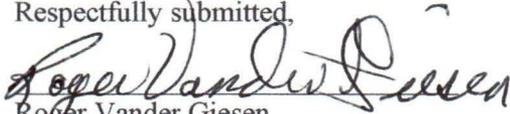
Attachments: Ordinance No. 3728, Petition, & Map

**BEFORE THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS
PETITION FOR ANNEXATION OF CERTAIN REAL ESTATE**

COMES NOW Roger & Kay Vander Giesen hereby petitions the City Commission of the City of Dodge City, Kansas to annex into the City of Dodge City, Kansas certain real estate located at 1507 Pheasant, more specifically described herein, and respectfully allege and state as follows:

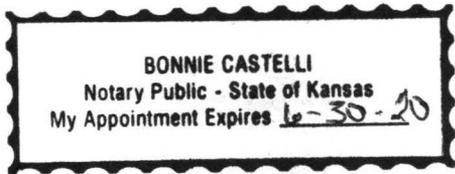
1. That I am the record owner of the following described real estate located in Ford County, Kansas: Commencing at the Northeast Corner of Section 34 being a No. 4 R-bar with a cap #665 in A monument box; thence South $1^{\circ}38'04''$ West a distance of 1,709.70 feet along the East line of Section 34; thence North $88^{\circ}21'56''$ West a distance of 50.00 feet to a set No. 4 R-bar with a cap KLS#1224 (typical), 20.00 feet West of the Northeast corner of Lot 89 of Westview Place #1 Subdivision, Dodge City, Ford County, Kansas, being the point of beginning; thence South $3^{\circ}15'22''$ West along the West Right of Way line of Fourteenth Street a distance of 353.44 feet to a set No. 4 R-bar with a cap; thence South $7^{\circ}41'28''$ West along the West Right of Way line of Fourteenth Street a distance of 142.19 feet to a set No. 4 R-bar with a cap; thence South $75^{\circ}25'26''$ West along the North Right of Way line of the Dodge City Flood Control property a distance of 1,147.28 feet to a set No. 4 R-bar with a cap; thence along a curve to the right along said flood control Right of Way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South $80^{\circ}26'51''$ West to a set No. 4 R-bar which is 2,103 feet West of the East line of said Section 34 and 662 feet South of the South line of said Westview Place #1 Subdivision; thence North $1^{\circ}38'04''$ East parallel to the East line of said Section 34 a distance of 992.00 feet to a set No. 4 R-bar on the North line of Lot 75 of said Westview Place #1 Subdivision, 33 feet West of the Northeast corner of said Lot 75; thence South $88^{\circ}32'17''$ East parallel to the North line of Section 34 and along the North line of Lots 75 to 89 of said Westview Place #1 Subdivision a distance of 2,053.00 feet to the point of beginning. This tract contains 35.9 acres, more or less.
2. The above-described real estate adjoins the City of Dodge City, as is shown on the map attached hereto and incorporated herein by reference;
3. That I respectfully request that the above-described real estate be annexed and incorporated to the City of Dodge City, Kansas, and do hereby consent to such annexation.

Respectfully submitted,


Roger Vander Giesen

18005 L Rd
Cimarron, KS 67801
620-855-0799

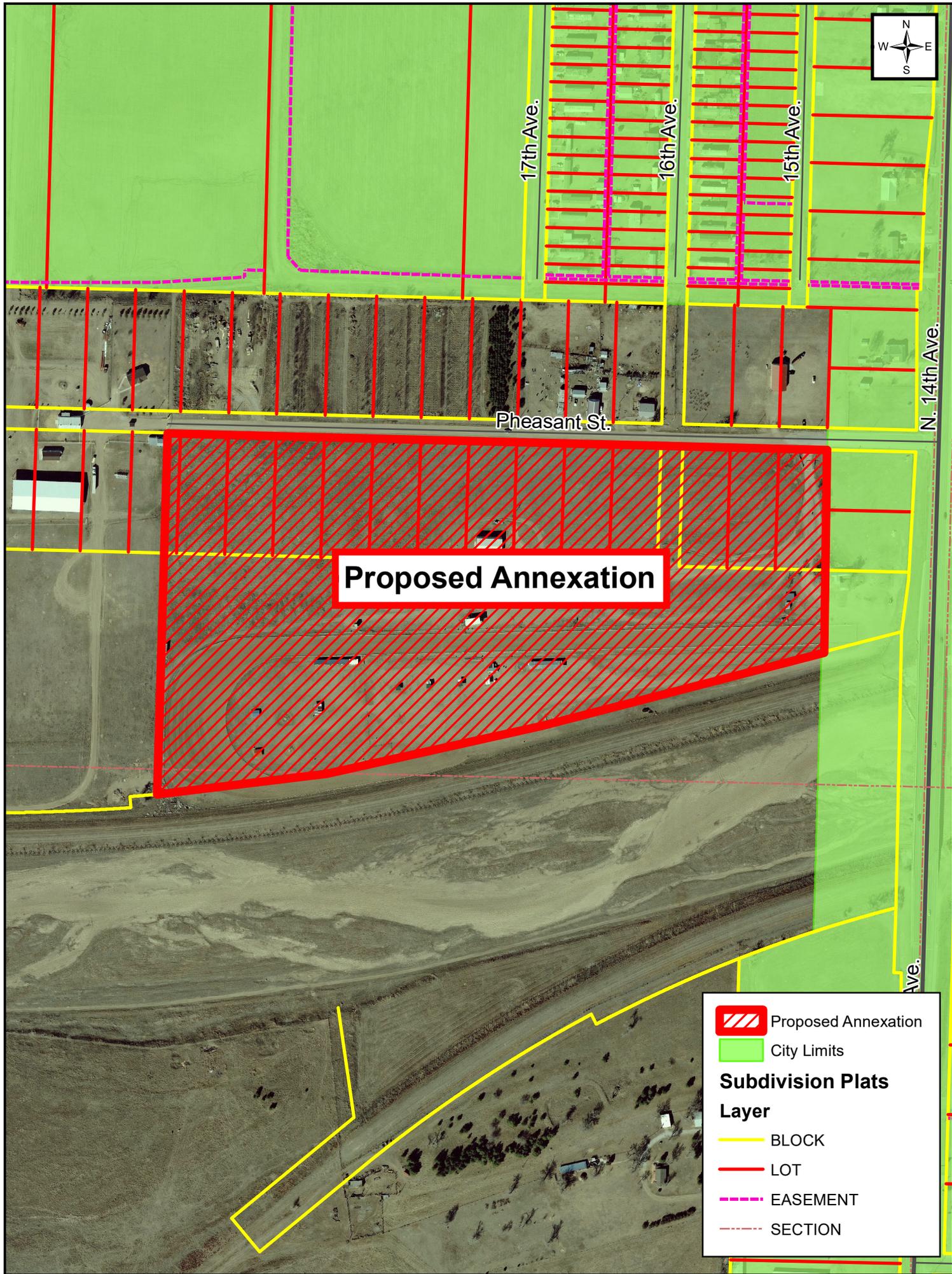
BE IT REMEMBERED, That on this 28 day of January, 2020, before me, a notary public in and said county and state, came the above mentioned landowner to me personally known to be the persons who executed the foregoing instrument of writing, and who duly acknowledged the execution of same, in testimony whereof, I have set my hand and affixed my notarial seal the day and year above written.



Bonnie Castelli
Signature: Notary Public

Bonnie Castelli
Print Name: Notary Public

My commission expires: 6-30-20



Proposed Annexation

-  Proposed Annexation
-  City Limits
- Subdivision Plats**
- Layer**
-  BLOCK
-  LOT
-  EASEMENT
-  SECTION

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Memorandum

To: Cherise Tieben, City Manager
From: Nicole May
Date: February 11, 2020
Subject: Resolution No. 2020-01
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2020-01

Background: Ric Marboeuf is submitting a petition to create the Wyatt Earp Scooters Community Improvement District and authorize the proposed CID project. The petition is to add a 2% sales tax at the Scooters Wyatt Earp location. Ric will soon start construction on a kiosk at 904 West Wyatt Earp that will be a 2nd Scooters location. The estimated costs of the construction and improvements is \$803,000. The petition is on file in my office and is an exhibit to the Resolution. The resolution sets a public hearing for March 16, 2020 and provides for notice of the public hearing. The resolution also restates the general nature of the proposed project, the estimated cost of the project, the proposed methods of financing, and a proposed 2% CID sales tax.

Justification: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district is the only amount reimbursed to the developer.

Financial Considerations: none

Purpose/Mission: We value progress and business growth for the community.

Legal Considerations: All will be met upon the passage of the Resolution.

Attachments: Resolution No. 2020-01 and Petition

RESOLUTION NO. 2020-01

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to the provisions of the Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “Act”), cities are authorized to establish community improvement districts, to authorize the performance of community improvement district projects, and to authorize the financing of such projects from the imposition of a community improvement district sales tax to be levied on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district in accordance with the Act; and,

WHEREAS, the Governing Body of the City of Dodge City, Kansas (the “City”) has determined to consider the advisability of creating a community improvement district as described in a petition (the “Petition”) filed for the establishment of a community improvement district in accordance with the Act, a copy of which is attached hereto as *Exhibit A*; and,

WHEREAS, the City desires to call and conduct a public hearing under the provisions of the Act in order to determine whether it is advisable to create a community improvement district within the City and approve the project and method of financing the project as requested in the Petition pursuant to the Act.

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

Section 1. Time and Place of Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City of Dodge City, Kansas to consider the advisability of creating a community improvement district as described in the Petition on March 16th at City Hall, located at 806 N. Second Avenue, Dodge City, Kansas, the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on the foregoing matters.

Section 2. The General Nature of the Proposed Project. The proposed project to be performed within the proposed community improvement district is described in *Exhibit B*, attached hereto and incorporated herein by reference.

Section 3. The Estimated Cost of the Project. The estimated cost of the proposed project is eight hundred three thousand dollars (\$803,000)

Section 4. The Proposed Method of Financing the Project. The proposed method of financing for the proposed community improvement district is by reimbursement of costs on a “pay-as-you-go” basis.

Section 5. The Proposed Amount of Community Improvement District Sales Tax. A two percent (2%) community improvement district sales tax is proposed to be levied within the proposed community improvement district in accordance with the Act on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district.

Section 6. Legal Description and Map Exhibit. A legal description and map exhibit of the proposed community improvement district are attached hereto as *Exhibit C* and *Exhibit D*, respectively, and incorporated herein by reference.

Section 7. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

(a) A copy of this resolution must be mailed by United States certified mail, return-receipt requested, at least ten (10) days prior to March 16th, to each owner of real property within the proposed community improvement district.

(b) This resolution, including all exhibits attached hereto, must be published in the official City newspaper once each week for two (2) consecutive weeks; the second publication must occur at least seven (7) days prior to March 2nd.

Section 8. Effective Date. This resolution will be effective upon its adoption by the Governing Body of the City of Dodge City, Kansas.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 17th day of February, 2020.

Mayor

Attest:

Connie Marquez, City Clerk

Brad Ralph, City Attorney

EXHIBIT A

Community Improvement District Petition

[Petition on file with City Clerk]

EXHIBIT B

Proposed Project

The general nature of the proposed projects (the "**Projects**") is to promote the development of a new commercial building along a portion of Wyatt Earp Boulevard, as is more particularly described herein, by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure-related items, sidewalks, parking lots, buildings tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT C

Legal Description

904 West Wyatt Earp Blvd.
The West 29.9' of Lot 4, All of Lot 5 and Lot 6 Block 2 Hardesty Addn.
Dodge City, Kansas except additional R/W for Wyatt Earp Blvd.

EXHIBIT D

Map

EXHIBIT "A"

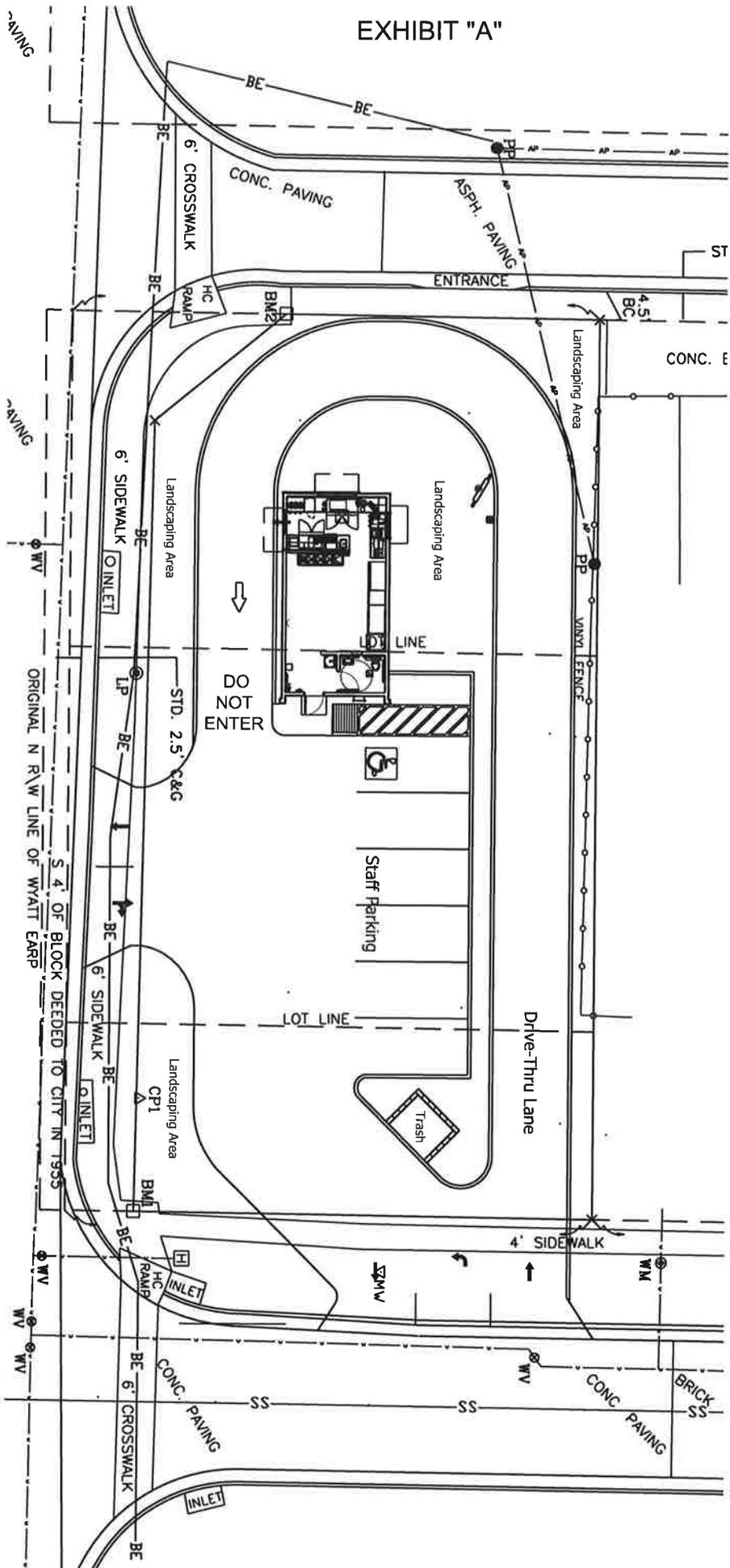


EXHIBIT "C"

ESTIMATED PROBABLE COST OF PROJECTS

<u>Description</u>	<u>Cost</u>
<u>Hard Costs</u>	
Real Property Acquisition	\$ 7,822.00
Site Work	\$ 6,500.00
Build Out Cost	\$ 300,000.00
Equipment	\$ 80,000.00
Signage	\$ 38,000.00
Landscaping	\$ 12,000.00
Subtotal:	\$ 444,322.00
<u>Soft Costs</u>	
Architectural & Engineering	\$ 16,191.94
Surveying	\$ 2,500.00
Project Management	\$ 17,772.88
Permits	\$ 2,000.00
Legal/Miscellaneous	\$ 55,000.00
Subtotal:	\$ 93,464.82
<u>Ongoing Expenses</u>	
Improvements, Administration, & Maintenance -- 22 Years	\$ 265,213.18
Subtotal:	\$ 265,213.18
Hard Costs:	\$ 444,322.00
Soft Costs:	\$ 93,464.82
Ongoing Operating Expenses:	\$ 265,213.18
	\$ 803,000.00

PETITION FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Dodge City, Kansas

The undersigned, being the owner of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

Hereby petitions the City of Dodge City, Kansas (the "City") to create a community improvement district and authorize the proposed projects hereinafter set forth, all in the manner provided by K.S.A. 12-6a26, et seq. (the "Act"). In furtherance of such request, the petitioner states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map depicting the proposed community improvement district (the "District") is attached hereto as EXHIBIT "A".

The legal description of the District is attached hereto as EXHIBIT "B"

2. GENERAL NATURE OF THE PROJECTS:

The general nature of the proposed projects (the "Projects") is to promote the development of a new commercial building along a portion of Wyatt Earp Boulevard, as is more particularly described herein, by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and petitioner's administrative costs in establishing and maintain the District, and any other items permitted to be financed within the District under the Act.

3. ESTIMATED COST

The estimated or probable cost of the projects is \$803,000.00. See the attached EXHIBIT "C"

4. PROPOSED METHOD OF FINANCING

It is proposed that the Projects be financed through private equity, private debt, and community improvement district financing. It is proposed that community improvement district revenue will be made available to finance the cost of the Projects through pay-as-you-go financing, as defined in the Act.

5. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

It is not being proposed that the Projects be financed through the levying of assessments.

6. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Projects be financed in part through the levying of a 2% add-on sales tax as authorized by the Act with such add-on sales tax to commence on June 1, 2020 or any other effective date requested by the petitioner in writing

7. NOTICE TO PETITION SIGNATORY

Names may not be withdrawn from this Petition by the signatory hereto after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite its signature below:

(Name of Owner-typed)

By: Ric Marboeuf

ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Fort (County)

Be it remembered that on this 21st day of January, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ric Marboeuf to me personally known, who being by me duly sworn did say they are the Members of said Get Up & Go LLC and that said instrument was signed and delivered on behalf of said company and that said Members acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.



Miranda De la Cruz
Notary Public in and for said County and State

My Commission Expires:

10/17/2022

Memorandum

*To: City Manager
City Commissioners*
*From: Mollea Wainscott
Special Projects Coordinator*
Date: 8/16/17
Subject: RHID – Casa Del Rio
Agenda Item: Resolution No. 2020-02

Recommendation: Staff recommends adoption of Resolution 2020-02, which permits the submittal of a proposed Rural Housing Incentive District (RHID) to the Kansas Secretary of Commerce for approval.

Background: In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The RHID was identified as one of those programs. The program has captured the attention of several developers, locally and statewide. In 2018, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide the incentive needed to entice developers to and in our community.

Justification: Housing continues to be a constant challenge in the Dodge City area. Establishment of the RHID is necessary in order to address the City's critical housing shortage.

Financial Considerations: None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

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

Legal Considerations: None

Attachments: Resolution No. 2020-02

RESOLUTION NO. 2020-02

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF DODGE CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY. (CASA DEL RIO)

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848 and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated 2018 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations recited in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A*, attached hereto, and shown on the maps depicting the existing parcels of land contained in *Exhibit B*, attached hereto (the “District”).

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the Secretary’s review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Approved this 17th day of March 2020 and signed by the Mayor.

Joyce Warshaw, Mayor

ATTEST:

Connie Marquez, City Clerk

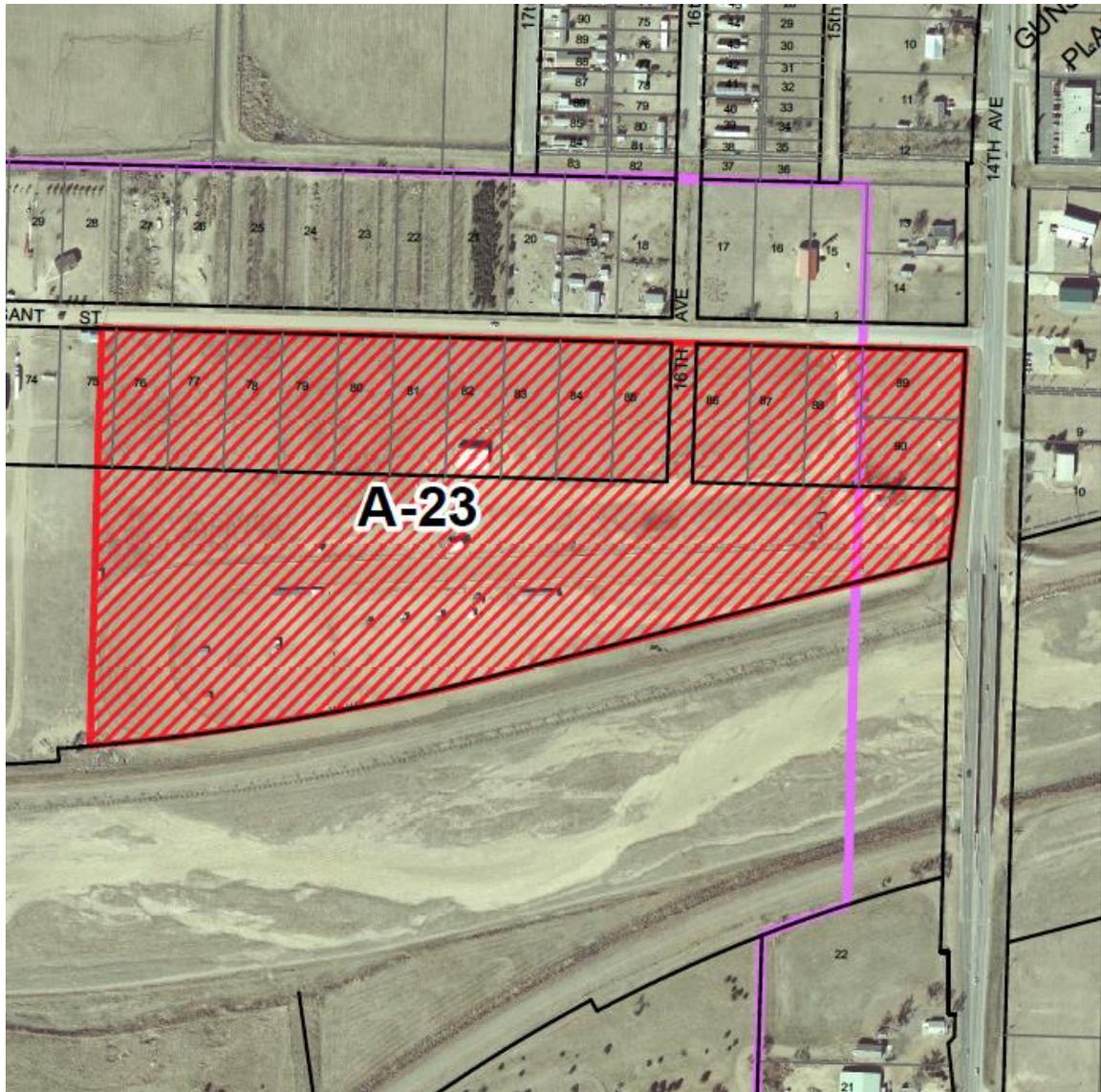
Resolution No. 2020-02
Exhibit A

A-23

A tract of land located in the East half of Section 34, Township 26 South, Range 25 West, of the 6th P.M., and East 33 feet of Lot 75, part of Lots 89 and 90 and all of Lots 76 through 88, Westview Place #1 subdivision, Ford County, Kansas, more particularly Described as follows:

Commencing at the Northeast Corner of Section 34 being a No. 4 R-bar with a cap #665 in A monument box; thence South 1°38'04" West a distance of 1,709.70 feet along the East line of Section 34; thence North 88°21'56" West a distance of 50.00 feet to a set No. 4 R-bar with a cap KLS#1224 (typical), 20.00 feet West of the Northeast corner of Lot 89 of Westview Place #1 Subdivision, Dodge City, Ford County, Kansas, being the point of beginning; thence South 3°15'22" West along the West Right of Way line of Fourteenth Street a distance of 353.44 feet to a set No. 4 R-bar with a cap; thence South 7°41'28" West along the West Right of Way line of Fourteenth Street a distance of 142.19 feet to a set No. 4 R-bar with a cap; thence South 75°25'26" West along the North Right of Way line of the Dodge City Flood Control property a distance of 1,147.28 feet to a set No. 4 R-bar with a cap; thence along a curve to the right along said flood control Right of Way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South 80°26'51" West to a set No. 4 R-bar which is 2,103 feet West of the East line of said Section 34 and 662 feet South of the South line of said Westview Place #1 Subdivision; thence North 1°38'04" East parallel to the East line of said Section 34 a distance of 992.00 feet to a set No. 4 R-bar on the North line of Lot 75 of said Westview Place #1 Subdivision, 33 feet West of the Northeast corner of said Lot 75; thence South 88°32'17" East parallel to the North line of Section 34 and along the North line of Lots 75 to 89 of said Westview Place #1 Subdivision a distance of 2,053.00 feet to the point of beginning. This tract contains 35.9 acres, more or less.

Resolution No. 2020-02
Exhibit B



Memorandum

To: City Commissioners
From: Cherise Tieben
Date: February 5, 2020
Subject: Commission Appointments
Agenda Item: New Business

Recommendation: The Commission should appoint:

- a. two (2) Commission members to serve on the Dodge City/Ford County Development corporations Board of Directors,
- b. one (1) Commissioner to the Dodge City YMCA Local Board, and
- c. one (1) Commissioner to the Community Facilities Advisory Board.

Background: The Commission is allowed to appoint Commission members to a variety of Boards in accordance with the bylaws of those entities, management agreements and the interlocal agreement governing Why Not Dodge funds.

Justification: As a result of financial contributions provided by the City of Dodge City to various entities, the Commission is afforded the opportunity to be represented by voting members on these Boards.

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: None

CFAB

Memorandum

To: City and County Commissioners
From: Melissa McCoy, Assistant City Manager
Date: January 28, 2020
Subject: CFAB Board Member Appointments
Agenda Item: New Business

Recommendation: The Chairman of the Community Facility Advisory Board (CFAB) recommends the reappointment of Michael Brakey to serve a second three year term on the CFAB board as well as the appointment Hugo Rodela to serve his first three year term.

Background:

Michael Brakey completed his first three year term on the CFAB Board in January 2020. Hugo Rodela filled a one year vacancy left by Paul Yaroslaski on the CFAB Board that also ended January 2020. Both have expressed interest in serving another term.

Justification:

Mr. Brakey and Mr. Rodela have both been board members in good standing. They regularly attends scheduled meetings and are actively involved.

Financial Considerations:

There are no financial considerations.

Legal Considerations:

Per the Inter-local agreement at-large members shall be appointed for an initial term of three years. Any at-large member may be nominated and re-appointed to serve a second three year term, except after two consecutive terms there must be at least a one year interval before an additional nomination and appointment.

Memorandum

*To: City Manager
City Commissioners*

From: Corey Keller

Date: February 12, 2020

*Subject: Approval of Amendment No. 1
Professional Architecture Services
for Airport Terminal*

Agenda Item: New Business

Recommendation: It is the recommendation of staff to approve the amendment number one (1) to authorization number three (3) professional engineering and architectural services for the terminal remodel in the amount of \$142,720.00

Justification: On December 16, 2019 commission approved the agreement authorization number three (3) for professional engineering and architectural services with Burns and McDonnell to design the terminal remodel. It was quickly determined that the spaces that would be available to passengers in the lobby area and the security/hold room would not accommodate fifty passengers adequately given the current space available in the terminal building. This amendment will be for the added services to design a 2000 square foot addition extending both the lobby and the security/hold room. This addition will be placed on the air side just east of the current terminal building (see attached preliminary designs). Staff has compared the fees in this agreement to other comparable projects that have been bid recently and have determined that the costs for this addition are in line with other engineering and architectural fees that we are seeing at this time.

Financial Considerations: The \$142,720.00 will be included in the overall project cost. This is a budgeted project for 2020 and will be paid for through the Growth and Development funds. The \$142,720.00 will be added to the original \$160,950.00 for a total of \$303,670.00 for the entire design of the project.

Legal Considerations: N/A

Attachment: Burns and McDonnell Amendment #1 to Authorization #3. Preliminary Design concepts with the addition.



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

AMENDMENT No. 1

Date: _____, 2020

THIS AMENDMENT modifies the Authorization No. 3 (the "Agreement") dated December 5, 2019 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called CONSULTANT), and THE CITY OF DODGE CITY, KANSAS (hereinafter called SPONSOR) for the following Project: "Terminal Remodel at the Dodge City Regional Airport". For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT's Scope of Services is amended to include additional scope to perform engineering and architectural services for design of a single-story building addition of approximately 2,000 sf to the aforementioned project. The added Scope of Services is defined as follows:

- A. Preliminary Design Phase: This phase includes activities for defining the scope of the aforementioned project and establishing preliminary requirements. The additional elements of work for this task include:
 - a) Perform an onsite investigation to determine the scope of infrastructure improvements required for the terminal addition.
 - b) Perform additional internal Quality Reviews.
 - c) Develop scope of work and agreement for subsurface investigation.
 - d) Develop scope of work and agreement for topographical survey.
 - e) Develop additional conceptual review documents. These documents will be used to identify the key elements of work required for the project.
 - f) Develop an updated preliminary cost estimate for additional work.
 - g) Develop updated preliminary phasing plans and construction schedule for additional work.

- B. 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 additional 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. Civil Site Plan
 - 2. Civil Grading/Utilities Plan
 - 3. Civil Phasing Plan
 - 4. Architectural Demolition Plan
 - 5. Architectural Life Safety Plan(s)
 - 6. Architectural New Work Floor Plan
 - 7. Architectural General Notes and Code Reference Sheet
 - 8. Architectural Reflected Ceiling Plans and Details
 - 9. Enlarged Floor Plans and Plan Details
 - 10. Architectural Exterior Elevations
 - 11. Architectural Interior Elevations
 - 12. Architectural Building Sections and Details
 - 13. Architectural Millwork Plans and Details
 - 14. Architectural Furnishings Plans
 - 15. Architectural Details
 - 16. Architectural Room Finish and Door, Window and Louver Schedules
 - 17. Architectural Door, Window and Louver Details

- 18. Structural General Notes and Details
 - 19. Structural Demolition Plans
 - 20. Structural Plan and Details
 - 21. HVAC New Work Floor Plan
 - 22. HVAC Control Sequences
 - 23. HVAC Schedules and Details
 - 24. Plumbing Demolition and New Work Floor Plans
 - 25. Plumbing Riser Diagrams and Details
 - 26. Plumbing Schedules and Details
 - 27. Electrical New Work Floor Plan
 - 28. Electrical Security Plan
 - 29. Electrical Communications Plans
 - 30. Electrical Lighting Plans
 - 31. Electrical Panel, Equipment, and Fixtures Schedules and Details
 - 32. TSA Equipment Layout Plan (General Layout)
 - 33. Miscellaneous Plans and Details
- b) Prepare SWPP and Land Disturbance permit.
 - c) Prepare additional project specification sections.
 - d) Revise the preliminary cost estimate for final engineer's estimate of probable cost.
 - e) Revise the preliminary construction schedule.
 - f) Perform additional 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.
- C. 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 additional activities:
- a) Prepare any additional addenda for the project.
 - b) Respond to additional bidder questions during the bidding process.
2. The following adjustments are made to the CONSULTANT's compensation:
- A. CONSULTANT will perform the additional Scope of Services for items identified in 1 above, for an additional Lump Sum Amount of One Hundred Forty-Two Thousand, Seven Hundred, Twenty Dollars (\$142,720.00).

3. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

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

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

SPONSOR: City of Dodge City, Kansas

CONSULTANT: Burns & McDonnell Engineering Company, Inc.

By: _____

By: Kerry J. Adams

Name: Joyce Warshaw

Name: Kerry J. Adams, PE

Title: Mayor

Title: Project Manager

By: _____

Name: Corey Keller

Title: Public Works Director

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Dodge City Regional Airport Terminal Remodel
 Design Services- Addendum No. 1
 City of Dodge City
 BASIC & SPECIAL SERVICES
 February 11, 2020

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR		COST (\$)		
				Office	Field	Contract
Principal	6.00	\$ 71.00	\$	426.00	\$ -	\$ -
Project Manager	62.00	\$ 51.00	\$	3,162.00	\$ -	\$ -
Sr. Civil Engineer	32.00	\$ 48.00	\$	1,536.00	\$ -	\$ -
Civil Engineer	38.00	\$ 40.00	\$	1,520.00	\$ -	\$ -
Sr. Architect/Sr. Landscape Arc	58.00	\$ 48.00	\$	2,784.00	\$ -	\$ -
Architect/ Landscape Arch	120.00	\$ 40.00	\$	4,800.00	\$ -	\$ -
Sr. Structural Engineer	66.00	\$ 48.00	\$	3,168.00	\$ -	\$ -
Structural Engineer	52.00	\$ 40.00	\$	2,080.00	\$ -	\$ -
Sr. Mechanical Engineer	54.00	\$ 48.00	\$	2,592.00	\$ -	\$ -
Mechanical Engineer	108.00	\$ 40.00	\$	4,320.00	\$ -	\$ -
Sr. Electrical Engineer	78.00	\$ 48.00	\$	3,744.00	\$ -	\$ -
Electrical Engineer	92.00	\$ 40.00	\$	3,680.00	\$ -	\$ -
QC/Cost Estimator/Blended St	32.00	\$ 52.00	\$	1,664.00	\$ -	\$ -
Technician	0.00	\$ 30.00	\$	-	\$ -	\$ -
Clerical	0.00	\$ 20.00	\$	-	\$ -	\$ -
Total Hours	798.00					
Total Direct Salary Costs			\$	35,476.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Cost: (Office Rate)	220.67%	\$	78,284.89		
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:	\$	113,760.89	\$	-	\$ -
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4 FIXED FEE

Percentage:	10.00%	\$	11,376.09	\$	-
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5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4:	\$	125,136.98	\$	-	\$ -
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6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit			
Travel: Mileage	1,400.00	Miles	\$ 0.580	\$	812.00	
Food: Per Diem	8.00	Per Day	\$ 51.00	\$	408.00	
Lodging: Per Diem	4.00	Per Day	\$ 120.00	\$	480.00	
Rental Vehicle	4.00	Per Day	\$ 66.00	\$	264.00	
Airfare	0.00	Per Trip	\$ 600.00	\$	-	
Printing, Shipping & Misc.				\$	2,719.02	
Subtotal				\$	4,683.02	\$ -
Summary of Out of Pocket Expenses:				\$	4,683.02	\$ -

7 SUBCONSULTANTS

Terracon	\$	-	\$	-	\$ 4,400.00
BHC Rhodes	\$	-	\$	-	\$ 3,500.00
Dana Williamson	\$	-	\$	-	\$ 5,000.00
Subtotal	\$	-	\$	-	\$ 12,900.00

8 MAXIMUM TOTAL FEE

Subtotal	\$	129,820.00	\$	-	\$ 12,900.00
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TOTAL	\$				142,720.00
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SUMMARY EXHIBIT Z

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

Dodge City Regional Airport Terminal Remodel
Design Services- Addendum No. 1

City of Dodge City

BASIC & SPECIAL SERVICES

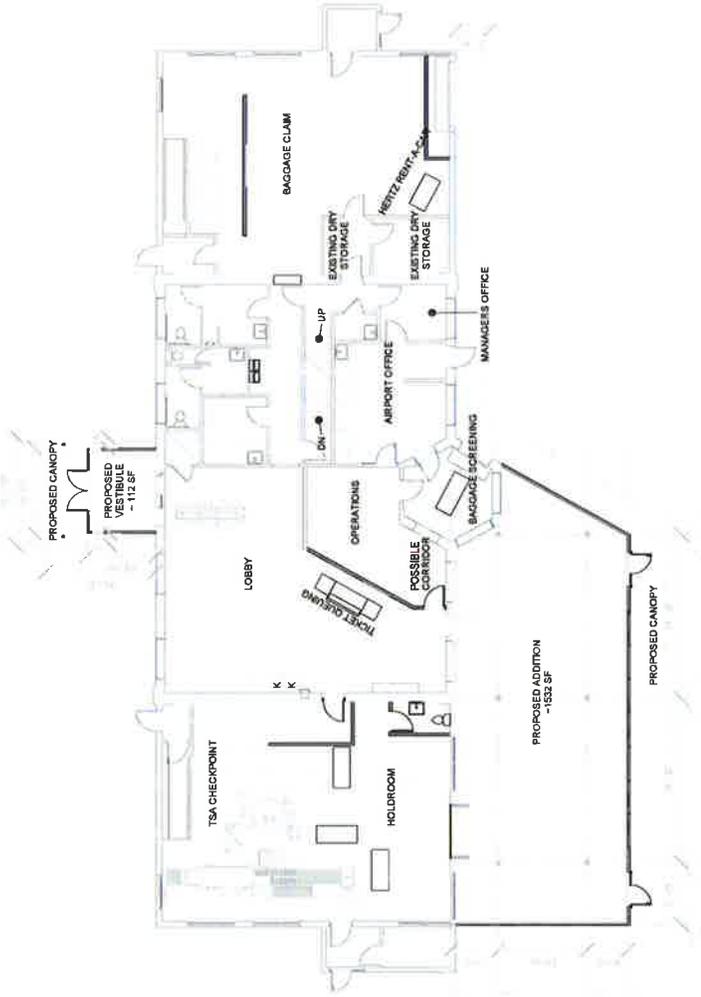
February 11, 2020

	Gross Hourly Rates	Principal	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Architect/Landscape Arch	Architect/Landscape Arch	Sr. Structural Engineer	Structural Engineer	Sr. Mechanical Engineer	Mechanical Engineer	Sr. Electrical Engineer	Electrical Engineer	QC/Cost Estimator/Blend ed Staff Rate	Technician	Clerical	Other Costs
		\$ 250.44	\$ 179.90	\$ 169.31	\$ 141.09	\$ 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	6.0	30.0	4.0	4.0	12.0	40.0	18.0	4.0	2.0	20.0	2.0	20.0	8.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 1,502.66	\$ 5,396.88	\$ 677.26	\$ 564.38	\$ 2,031.77	\$ 5,643.79	\$ 3,047.65	\$ 564.38	\$ 338.63	\$ 2,821.90	\$ 338.63	\$ 2,821.90	\$ 1,467.39	\$ -	\$ -	\$ 2,162.81
2	Design Phase	0.0	24.0	28.0	34.0	46.0	80.0	48.0	48.0	52.0	88.0	76.0	72.0	24.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ -	\$ 4,317.50	\$ 4,740.79	\$ 4,797.22	\$ 7,788.43	\$ 11,287.58	\$ 8,127.06	\$ 6,772.55	\$ 8,804.32	\$ 12,416.34	\$ 12,867.85	\$ 10,158.83	\$ 4,402.16	\$ -	\$ -	\$ 2,519.38
3	Bidding & Construction Award Phase	0.0	8.0	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 =		\$ -	\$ 1,439.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.83
PART A SUBTOTAL \$ 129,820.00																	
SPECIAL SERVICES																	
1	Consultant: Geotechnical Investigation	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	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,400.00
2	Consultant: Surveyor	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	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
3	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	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
PART B SUBTOTAL \$ 12,900.00																	
PART A & PART B TOTAL \$ 142,720.00																	

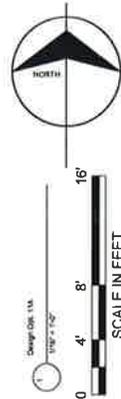
(1) Mileage, Motel & Meals (3) Computer Services (5) Miscellaneous Items Note: Subconsultant Costs (as used) are identified as a Special Services Task.

(2) Equipment, Materials & Supplies (4) Vendor Services

SUMMARY EXHIBIT Z



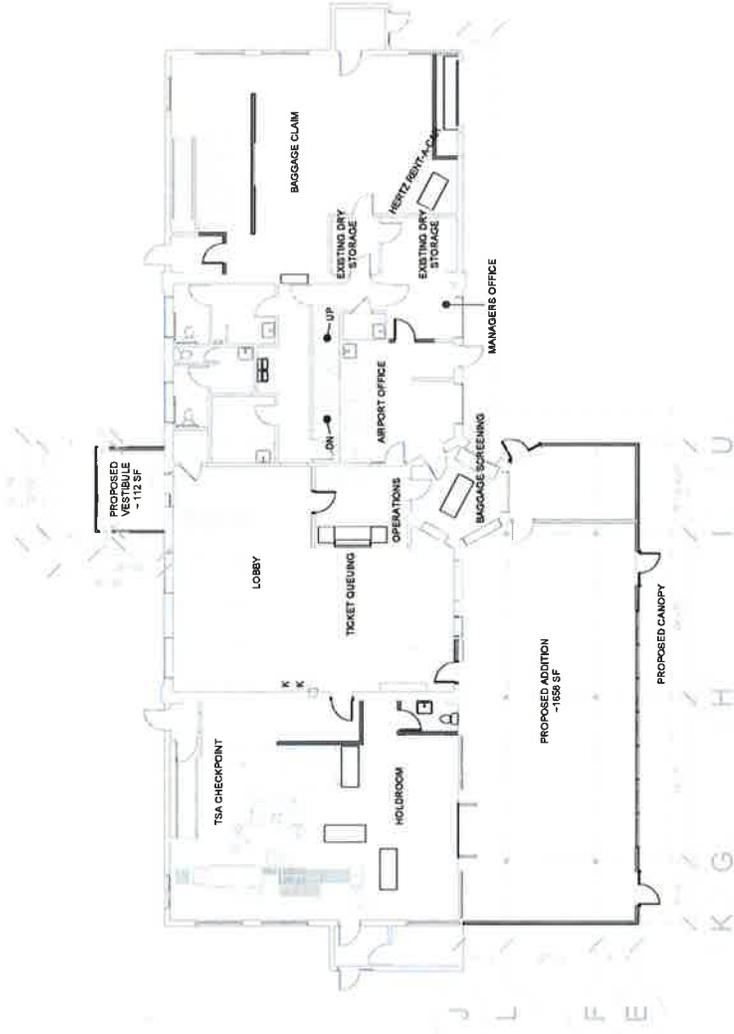
PRELIMINARY - NOT FOR CONSTRUCTION



Design Opt. 11A	Project number	SD-011A
	Date	
	Drawn by	
	Checked by	
	Scale	1/8" = 1'-0"

No.	Description	Date





1 Design Opt. 11B
 1/16" = 1'-0"
 0 4' 8' 16'
 SCALE IN FEET

PRELIMINARY - NOT FOR CONSTRUCTION

Design Opt. 11B	
Project number	Terminal_Remodel
Date	Issue Date
Drawn by	Author
Checked by	Checker
SD-011B	
Scale 1/16" = 1'-0"	

No.	Description	Date



Memorandum

*To: City Manager
City Commissioners*
From: Corey Keller Public Works Director
Date: February 12, 2020
Subject: Purchase of Water Meters
Agenda Item: New Business

Recommendation: To purchase 300 water meters and some additional parts for water meters from Municipal Supply in the amount of \$101,821.20. This is a sole source purchase, Municipal Supply is the only supplier of the Neptune meters.

Background: This purchase is for 200 5/8 inch meters, 100 3/4 inch meters, 50 one inch meters, 20 inch and one half meters meter heads, 20 two inch meter heads, and 10 two inch meter chambers. The majority of the meters will be utilized to replace non-radio read style meters and repair meters that are damaged throughout the City. To date we have a total of 8507 water accounts. Currently we still have 1,013 of the old style meters left in the system. Staff continues to work to replace the non-radio read meters as necessary. Attached is cost quotation from Municipal Supply for each type of meter.

Justification: The meters that will be purchased are to replenish the Water Departments current inventory.

Financial Considerations:

2020 Budget Fund and Amount:	Water Department, General Supplies	\$ 290,000.00
	Expenditures to date	\$ 0.00
	Water Meter Purchase	<u>\$ 101,821.20</u>
	Line Item Balance	\$ 188,178.80

The remaining balance will be utilized throughout the year to replace supplies as needed.

**Municipal Supply, Inc.
of Nebraska**

P. O. Box 2045
Hastings, Nebraska 68902-2045
Phone (402) 462-4191
Fax (402) 462-4408

**MUNICIPAL
SUPPLY, INC.**

Municipal, Contractors, and
Industrial Supplies



QUOTATION

Quoted to: City of Dodge City KS

Date: 1-31-20

Job Name: _____

Fax: _____

Location: _____

Attention: Kelli Enlow

F.O.B. _____

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
200	5/8" X 1/2" T-10 Pro Coder) R900i Pit Set Gal	234 ⁰⁰	46,800 ⁰⁰
100	3/4" MACH 10 E-Coder) R900i Pit Set Gal	280 ⁰⁰	28,000 ⁰⁰
50	1" MACH 10 E-Coder) R900i Pit Set Gal	360 ⁰⁰	18,000 ⁰⁰
20	1 1/2" T-10 Register E-Coder) R900i Pit Set Gal	193 ³³	3,866 ⁶⁰
20	2" T-10 Register E-Coder) R900i Pit Set Gal	193 ³³	3,866 ⁶⁰
10	2" T-10 Measuring Chamber	128 ⁸⁰	1,288 ⁰⁰
	Total		101,821 ²⁰

AUTHORIZED BY: Allan Stull