

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, October 19, 2020

7:00 p.m.

MEETING #5168

This will be an entirely virtual meeting, and there are two ways to watch and listen in real-time:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

Comments on these streams will be open to be utilized for the Visitors Section. The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

SUBMIT QUESTIONS OR COMMENTS

PETITIONS & PROCLAMATIONS

Recognition of the late Mayor, Louie Sanchez

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, October 5, 2020;
2. Appropriation Ordinance No.19, October 19, 2020;
3. Approval of Dodge City Community College Rental Agreement for Hennessey Hall.

ORDINANCES & RESOLUTIONS

Ordinance No. 3742: An Ordinance Authorizing the City of Dodge City, Kansas to Issue its Taxable Industrial Revenue Bonds, Series 2020 (Nor-Am Logistics South, LLC.) for the Purpose of the Acquisition, Construction and Equipping of a Commercial Facility to be Located at 2101 East Trail Street in the city of Dodge City and Authorizing Certain Other Documents and Actions in Connection Therewith. Report by Finance Director, Nicole May.

Resolution No. 2020-27: A Resolution Adopting the Kansas Homeland Security Region D Mitigation. Report by Fire Chief, Ken Spencer.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Quote for a Spare Feed and Vacuum Compressors for the Warrior Project. Report by Director of Engineering, Ray Slattery.
2. Approval of Appointment to Fill a Vacancy on the Recycling Advisory Board. Report by Public Information Officer, Abbey Martin.
3. Approval of Southwest Kansas Coalition Legislative Policy, Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.
4. Approval of Repairs to Wells 22 and 23, Report by Director of Public Works, Corey Keller.
5. Approval of Slate of Committee Members for the Downtown Streetscape Advisory Board. Report by City Manager, Nick Hernandez.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, October 5, 2020
7:00 p.m.
MEETING #5167

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1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

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CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Rick Sowers, Kent Smoll, Joseph Nuci, Brian Delzeit

INVOCATION by

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Brian Delzeit moved to approve the agenda as presented. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

SUBMIT QUESTIONS OR COMMENTS

There were no questions or comments

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).

Lori Juhlin Director of Dodge City Public Library, gave up date on Public Library. She said they are gradually reducing their restrictions. The Wine and Cheese event the library holds every year has been cancelled due to the Covid-19.

Melissa Vander Hamm, Scott Vander Hamm and other members spoke about the Young Guns Rodeos and how the CFAB funds are used.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, September 21, 2020;
2. Approval of City Commission Meeting Minutes, September 21, 2020;
3. Appropriation Ordinance No.19, October 5, 2020;
4. Cereal Malt Beverage License:
 - a. Mariscos Nayarit Restaurant, 509 N. 2nd Avenue

Commissioner Kent Smoll moved to approve the Consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 0 with Commissioner Sowers abstaining.

ORDINANCES & RESOLUTIONS

Resolution No. 2020-26: A Resolution of the Governing Body of the City of Dodge City, Kansas Determining that the City is Considering Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such Proposed District; Establishing the Date and Time of a Public Hearing on Such Matter; and Providing for the Giving of Notice of Such Public Hearing. (Casa Del Rio, Phase 1) was approved on a motion by Commissioner Joseph Nuci, Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve the bid from Lopp Motors in the amount of \$123,651 for three (3) V6 SUV vehicles for the Police Department. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.
2. Commissioner Kent Smoll moved to table the approval of the 2021 Special Sales Tax Project Budget until a Dodge City/Ford County Commission meeting could be set up for further discussion along with the CFAB present if possible. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
3. Commissioner Rick Sowers moved to approve the Coronavirus Relief Fund Memorandum of Agreement between Ford County and City of Dodge City. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS**STAFF REPORTS**

ADJOURNMENT

Page 3

City Commission Meeting

October 5, 2020

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

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager
City Commissioner's
From: Troy Brown, Director of Parks and Facilities
Date: October 16, 2020
Subject: Hennessy Lease
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the lease with Dodge City Community College.

Background: Dodge City Community College would like to lease office space inside Hennessy. They are expanding some departments at the college, and wish to move their Retired Senior Volunteer and Food Bank program to Hennessy. A move there, will fit more in line with some of the other entities already located at Hennessy.

The office space they desire to lease, is room 127.

Justification: Dodge City Community College is a non-profit municipal corporation, and their Retired Senior Volunteer and Food Bank program is compatible with other entities at this facility.

Financial Considerations: The annual lease payment will be \$4,758.00 based on the standard \$6 per sq. ft. charged to non-profits at this facility. Lease payments are prorated monthly and billed through City Hall.

Legal Considerations: The lease has been reviewed by both the City attorney, and Dodge City Community College attorney.

Attachments:

Lease Agreement
Room Dimensions



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 Dodge City Community College, a municipal corporation (the "TENANT").

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

- 1) **LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. The portion of the premises hereby leased to the TENANT is indicated on the attached document, comprising approximately seven hundred ninety three (793) square feet and labeled as Room 127. 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 November 1, 2020 and shall continue until October 31, 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 one year (the "Renewal Terms") by mutual agreement of the parties, by TENANT providing written notice of the exercise of the Renewal Term to the LANDLORD no less than three (3) months in advance of the expiration of the Lease Term or any Renewal Term.
- 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, seven hundred and fifty eight dollars. (\$4,758.00), 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 ninety six dollars and fifty cents (\$396.50), beginning on the first day of November, 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 ninety three (793) 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 2.1%
 - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 2.1%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by one hundred ninety (793) 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, as provided above, shall be due and payable to the LANDLORD in monthly installments commencing on November 1 of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2020.
- 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 TENANT will be responsible for any individual tenant signage inside Hennessey Hall 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.

- 11) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of Hennessey Hall which includes the leased premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.
- 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.
- 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 3011 Anna Ave., Dodge City, Kansas 67801.
- 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

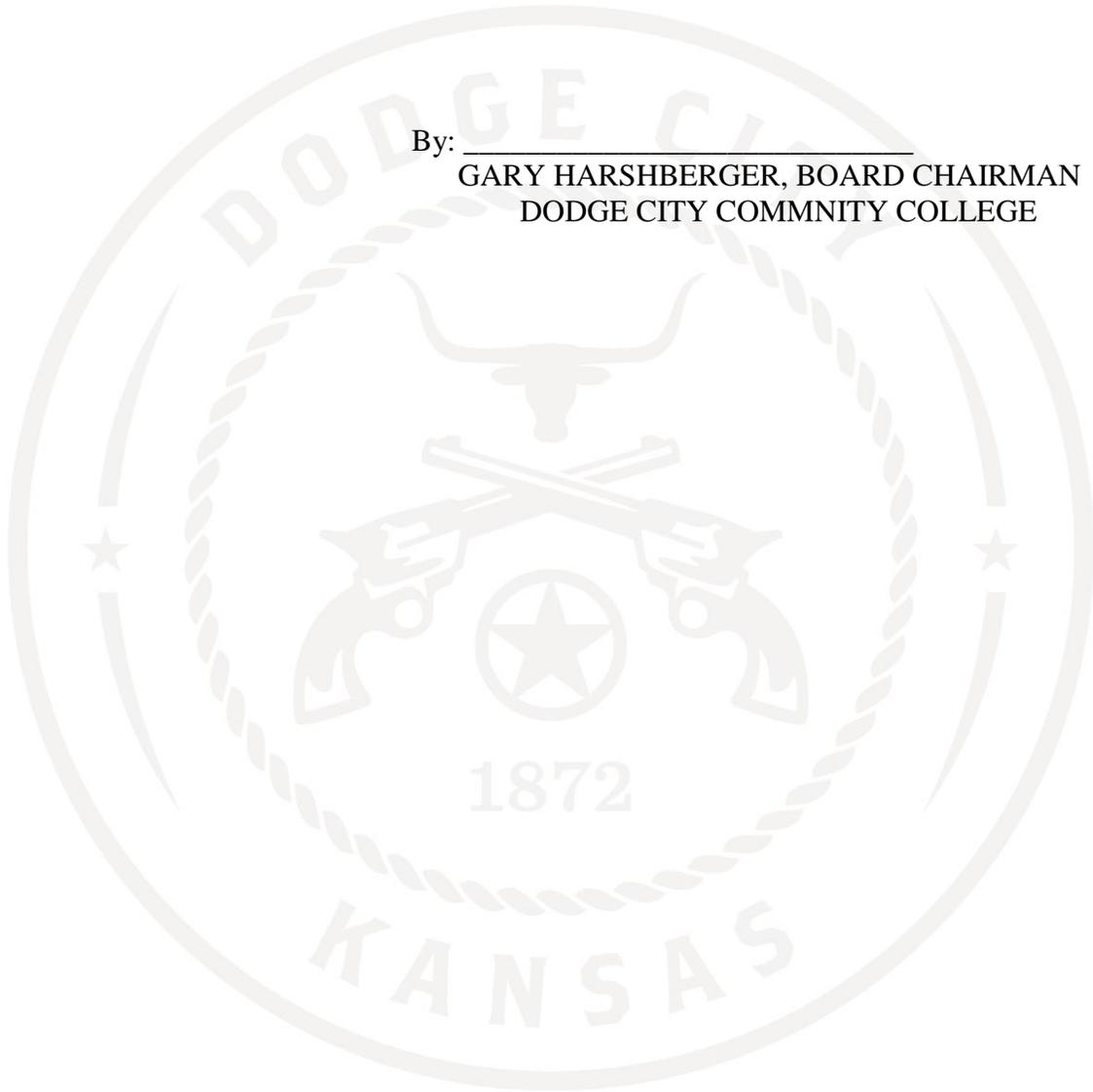
By: _____
JOYCE WARSHAW, MAYOR



APPROVED:

By: _____
CONNIE MARQUEZ, CITY CLERK

By: _____
GARY HARSHBERGER, BOARD CHAIRMAN
DODGE CITY COMMUNITY COLLEGE





Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: October 15, 2020
Subject: Ordinance No. 3742
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Ordinance No. 3742

Background: Nor-Am Logistics South, LLC is asking the City of Dodge City to issue an amount not to exceed \$35,000,000 in Industrial Revenue Bonds to provide funds to pay the cost of acquiring, constructing, and equipping a cold storage facility, including buildings, fixtures, machinery and equipment. The City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act") to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the "Act") for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations.

Previously, the City Commission authorized Resolution No. 2020-23, a resolution of intent to issue the Industrial Revenue Bonds. Ordinance No. 3742 authorizes the City of Dodge City to issued Industrial Revenue Bonds in an amount not to exceed \$35,000,000. It also authorizes the approval of documents including: Bond Indenture; Base Lease Agreement; and a Lease Agreement. The Mayor is authorized to execute any documents necessary to complete the transaction.

With the issuance of Industrial Revenue Bonds, the City of Dodge City will have no financial obligation, as the bonds are not backed by the City. Nor-Am Logistics South, LLC will repay the bonds. Nor-Am has requested the issuance of the IRB's for the purpose of receiving a sales tax exemption.

Justification: To promote economic development in Dodge City and allow Nor-Am Logistics South, LLC to finance their project with the issuance of Industrial Revenue Bonds.

Financial Considerations: Nor-Am Logistics South, LLC will pay all costs involved. Nor-Am will receive a sales tax exemption for all materials and equipment purchased for the project.

Purpose/Mission: We value progress, growth and new possibilities.

Legal Considerations: All legal considerations will be met with documents provided by Gilmore & Bell, the Nor-Am Logistics South, LLC Bond Counsel.

Attachments: Ordinance No. 3742

ORDINANCE NO. 3742

**OF THE
CITY OF DODGE CITY, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$35,000,000 TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2020
(NOR-AM LOGISTICS SOUTH, L.L.C.)**

(Published in the *Dodge City Daily Globe*, October 23, 2020)

ORDINANCE NO. 3742

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2020 (NOR-AM LOGISTICS SOUTH, L.L.C.) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED AT 2101 EAST TRAIL STREET IN THE CITY OF DODGE CITY AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS HAS FOUND AND DETERMINED:

A. The City of Dodge City, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such .

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2020 (Nor-Am Logistics South, L.L.C.) dated November 3, 2020 in the aggregate principal amount of not to exceed \$35,000,000 (the "Series 2020 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a certain cold storage facility (the "Project") as more fully described in the Bond Agreement and in the Lease authorized in this Ordinance, for lease to Nor-Am Logistics South, L.L.C., a Iowa Limited Liability Company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2020 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Bond Agreement dated as of November 1, 2020 (the "Bond Agreement"), among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the "Bank") prescribing the terms and conditions of issuing and securing the Series 2020 Bonds;
- (ii) a Site Lease dated as of November 1, 2020 (the "Lease"), with the Tenant, under which the Issuer will acquire a leasehold interest in the real property on which the Project will be located;
- (iii) a Lease dated as of November 1, 2020 (the "Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease to the Tenant in consideration of Basic Rent and other payments; and
- (iv) an Agreement for Payment in Lieu of Taxes (the "Agreement for Payment in Lieu of Taxes") with the Tenant, under which the Tenant will make certain payments in lieu of taxes for each year after issuance of the Series 2020 Bonds that the Project is exempt from ad valorem taxation.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Bond Agreement and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Bond Agreement and the Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2020 Bonds, to be designated "City of Dodge City Kansas Taxable Industrial Revenue Bonds, Series 2020 (Nor-Am Logistics South, L.L.C.)" in the aggregate principal amount of not to exceed \$35,000,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2020 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Series 2020 Bonds will be special limited obligations of the Issuer payable solely from revenues derived from the Lease of the Project. The Series 2020 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Bond Agreement.** The Issuer is authorized to enter into the Bond Agreement with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project.** The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance

Section 6. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2020 Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2020 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 7. **Property Tax Exemption; Payment in Lieu of Taxes.** The Project will be exempt from ad valorem property taxes for ten (10) years, commencing in the calendar year after the calendar year in which the Series 2020 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance.

Section 8. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease to the payment of the Series 2020 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2020 Bonds are paid or deemed to have been paid in accordance with the terms of the Bond Agreement.

Section 9. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2020 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on October 19, 2020 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Dodge City, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

City Clerk



Memorandum

To: City Manager

City Commission

From: Ken Spencer, Fire Chief

Date: 10/12/2020

Subject: Adoption of the 2020 Kansas Homeland Security Region D Hazard Mitigation Plan

Agenda Item: Ordinance/Resolutions

Recommendation: Approve Resolution 2020-27

Background: This Hazard Mitigation Plan (HMP) was prepared to provide sustained actions to eliminate or reduce risk to people and property from the effects of natural and man-made hazards. This plan documents the State of Kansas Homeland Security Region D and its participating jurisdictions planning process and identifies applicable hazards, vulnerabilities, and hazard mitigation strategies. This plan will serve to direct available community and regional resources towards creating policies and actions that provide long-term benefits to the community. Local and regional officials can refer to the plan when making decisions regarding regulations and ordinances, granting permits, and in funding capital improvements and other community initiatives.

Justification: As stipulated in the Disaster Mitigation Act of 2000 (DMA 2000) Section 322, federally approved mitigation plans are a prerequisite for mitigation project grants.

Financial Considerations: Development and Federal Emergency Management Agency (FEMA) approval of this plan will ensure future eligibility for federal disaster mitigation funds through the Hazard Mitigation Grant Program (HMPG), Pre-Disaster Mitigation Grant Program (PDM), Repetitive Flood Claims, and a variety of other state and federal programs. This Plan was prepared to meet the requirements of the DMA 2000, as defined in regulations set forth by the Interim Final Rule (44 CFR Part 201.6).

Purpose/Mission: The purpose of the Kansas Homeland Security Region D Hazard Mitigation Plan is to guide the hazard mitigation program to better protect the people and property of Region D. It demonstrates the regions and participating commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources.

Legal Considerations: None

Attachments: Resolution 2020-27

RESOLUTION NO. 2020-27

A RESOLUTION ADOPTING THE KANSAS HOMELAND SECURITY REGION D MITIGATION PLAN

Whereas, the City of Dodge City recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

Whereas, the City of Dodge City fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region D Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

Whereas, the City of Dodge City desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region D Hazard Mitigation Plan; and

Whereas, adoption by the governing body for the City of Dodge City demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, be it resolved, that the City of Dodge City adopts the Kansas Homeland Security Region D Hazard Mitigation Plan as an official plan; and

Be it further resolved, the City of Dodge City will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

Mayor

ATTEST:

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: October 13, 2020
Subject: Approve Quote for Spare Compressors for Warrior Project
Agenda Item: New Business

Recommendation: Approve the quote from Guild Associates, Inc. for a spare Feed and Vacuum Compressor in the amount of \$188,486.29.

Background: In July and August the Warrior Project experienced a considerable amount of down time or reduce production ability due to the failure of two of the four compressors at the plant. The first compressor failure was one of the two Vacuum Compressor. This resulted in the plant basically being operated at half capacity or less. With-in one or two days of the Vacuum Compressor being put back on line, the Feed Compressor failed. This caused the entire plant had to be shut down. In both instances, Jacob's and company used to repair the compressors worked as quickly as possible to repair these two compressors. The Vacuum compressor had to be taken off-site for repairs. The Feed Compressor was able to be rebuilt on-site. As a result of this down time, the gas production for July and August of 2020 was 40% less than the production in July and August of 2019. Payback on having a spare Feed Compressor is calculated at 10 days and 18 days for the Vacuum Compressor. There is an 8-9 week lead time for the Vacuum Compressor and a 19-21 week lead time for the Feed Compressor.

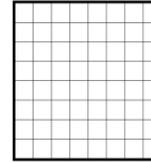
Justification: By purchasing these spare compressors, we will be able to keep the Warrior Project operational in the event the existing compressors fail. This will ensure that the City will continue produce bio-gas and generate revenue. This will also allow the City to meet our contractual obligations to provide bio-gas to our contract buyers.

Financial Considerations: Payment for the compressors will not be needed until delivery of the compressors. Delivery of the compressors will be early next year, 2021. Payment will come from the depreciation fund of the Warrior Project.

Purpose/Mission: This project aligns with the City's Core Value of "Ongoing Improvement" and "Working Towards Excellence". Together we endeavor to provide an alternate source of revenue for the City along with our goal of good steward ship of our resources.

Legal Considerations: None

Attachments: Quote from Guild Associates, Inc.



Guild Associates, Inc.
 5750 Shier-Rings Road
 Dublin, OH 43016
 Phone: (614) 798-8215
 Fax: (614) 798-1972

QUOTE

DATE: 06/29/2020

TO:

Jacobs

ATTN: Cody Woods

(620) 339-1099

Cody.woods@jacobs.com

QUOTE # 2020-086

FROM:

Johnny Kosik

Guild Associates, Inc.

(614) 760-8025

johnnykosik@guildassociates.com

Quote Expiration: 30 Days

Terms: Net 30

Guild Associates is pleased to provide this quote for your consideration.

LINE #	TAGS	DESCRIPTION	QTY	UOM	PRICE/UOM	EXT PRICE
1	C-251	PUMP, VACUUM, LIQUID RING, XL-500	1	EA	\$91,139.66	\$91,139.66
2	C-101A	COMPRESSOR, FEED, LGT30	1	EA	\$97,346.63	\$97,346.63
3		CREDIT CARD PROCESSING FEE (IF APPLICABLE), 5%	0	EA		\$0.00
TOTAL						\$188,486.29

Estimated Lead Time ARO: Line #1 - 8-9 Weeks

Estimated Lead Time ARO: Line #2 - 19-21 Weeks

Shipping and handling charges for standard ground shipping is included in total.

[Please email the purchase order to mailto:johnnykosik@guildassociates.com. Please reference this quote number on your purchase order.](mailto:johnnykosik@guildassociates.com)

Guild accepts credit card (Master Card, VISA, and American Express), check, or wire transfer for the payment. For credit card payment please call Diana Spurgeon, at (614-652-6527) with the information. A 5% fee will be added to each credit card purchase.

If payment by check, the order will be placed after the check clears the bank. Please reference this quote number on your payment.

Wire transfer account information: ACH TO: FBC Bank, a division of CNB Bank.

Routing # 031306278

ACCT # 1306781899

Contact Guild's Service Center for all service requests.

Guild offers a complete service portfolio for: service, spare parts, warranty service, and technical support. Guild service is not limited to equipment manufactured by Guild.

Call: 614-715-0093

[E-mail: service@guildassociates.com](mailto:service@guildassociates.com)

[Service Center Link available at: http://www.guildassociates.com/gas_processing_service](http://www.guildassociates.com/gas_processing_service)



Memorandum

To: City Commission; CC: City Manager Nick Hernandez
From: Abbey Martin, Public Information Officer
Date: 10/13/2020
Subject: Recycling Advisory Board - Vacant Position
Agenda Item: Consent Calendar

Recommendation: Staff recommends the appointment of Vickie Williamson to fill a vacancy on the Recycling Advisory Board.

Background: The Recycling Advisory Board had a vacancy due to the resignation of Julianne Kemmerer. By Ordinance, this Board has seven members serving staggered three-year terms. The Recycling Advisory Board is responsible for overseeing operations of the recycle center and recycling programs. As an affiliate of Keep America Beautiful, Inc., the Board advises and initiates programs relating to litter, beautification, neighborhood cleanups and graffiti abatement. The term of this vacant position will expire Jan. 31, 2022, with the opportunity for reappointment to a full three-year term.

Justification: The appointment of Vickie Williamson will bring the Recycling Advisory Board to the required seven members.

Financial Considerations: None.

Purpose/Mission: Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None.

Attachments: Application

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Vickie Williamson OCCUPATION: PART TIME Jobs
ADDRESS: 1130 Milstock TELEPHONE: 620-430-6742
E-MAIL: VWilliamson2@cox.net

Advisory Board(s) you wish to be considered for:

Keep D.C. Beautiful

Tell us about your educational background:

School	Dates Attended	Major
<u>Hoisington, Ks.</u>		
<u>DCCC - D.C. Ks.</u>		

Work history:

Job and Title	Dates of Employment
<u>City of D.C. 24.5 yrs - Code Enforcement</u>	
<u>City of Bucklin Inspections - 5 yrs.</u>	
<u>Managed Trailer Park 17 yrs.</u>	

To the best of your knowledge, would the appointment of you to the Keep Dodge City Beautiful advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:
NO

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

Housing Committee
Safety Committee
Blight Committee

Tell us about other qualifications you have which you feel qualify you for an appointment.

WORKED with KDCB throughout 24.5 yrs - Cleanups,
Adopt A Highway - Blight Program - National Night out.
Crimestoppers

Signature: Vickie Williamson Date: 7-28-20

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880. Fax: 620-225-8144.
E-mail: abbeym@dodgecity.org

Thank you for your interest!



Memorandum

To: City Manager and City Commission
From: Ernestor De La Rosa, Assistant City Manager
Date: 10/19/2020
Subject: SKC Legislative Agenda
Agenda Item: New Business

Recommendation: Staff recommends approval of the 2021 Southwest Kansas legislative policy agenda.

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

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

Financial Considerations: None

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

Legal Considerations: None

Attachments: 2021 SKC Legislative Policy Agenda

2021

SOUTHWEST KANSAS COALITION LEGISLATIVE AGENDA

ABOUT SKC

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

ANNEXATION

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

EDUCATION

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

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

WATER

SKC cities advocate for all of their citizens to have access to clean, safe and affordable water. SKC cities also recognize that water is primary community and economic resource and jointly advocate for programs and policies that assist our communities in making the infrastructure investments necessary to provide access to clean, safe and affordable water. SKC cities believe that our unified voice on municipal water resource and use decisions at the regional, state and federal level will benefit both the users or our municipal water supply systems and (through conservation and use strategies with other municipal, agricultural and industrial partners) the long-term social and economic health of Southwest Kansas.

IMMIGRATION

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

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

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

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

TAXES

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

TRANSPORTATION

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

AIR TRANSPORTATION

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

RAIL TRANSPORTATION

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

HIGHWAY TRANSPORTATION

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

CONTACT US



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Ernestord@dodgecity.org

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324 N. Kansas Avenue
Liberal, KS 67901
620-626-2206
Calvin.Burke@cityofliberal.org



Memorandum

To: City Manager
City Commissioners
From: Corey Keller, Public Works Director
Date: October 14, 2020
Subject: Approval of Repairs to Wells 22 and 23
Agenda Item: New Business

Recommendation: To approve quotes to repair Wells 22 and 23 from Hydro Resources out of Garden City Kansas in the amount of \$95,958.18.

Background: Earlier this year both wells 22 and 23 stopped producing water due to broken impeller shafts. Quotes for repairs were sent to us from Clark Well and Equipment out of Great Bend and Hydro Resources out of Garden City. Hydro Resources was the lower of the two quotes received. Upon further inspection Hydro Resources found further damage to several of the column pipe joints and the impeller shafts were broken in several locations. The materials found in their inspection will need to be replaced to get the well back into pumping order.

The work to be performed is to replace all the bad discharge column pipes, impeller shafts, and 6 stage bowl assemblies with new epoxy coated materials to help protect from corrosion. The electrical at both sites will be tested to ensure proper grounding is achieved. The contractor will also camera and perform disinfection and cleaning methods in both wells. Performance test will then be completed on each site to ensure they operate efficiently, the way they were originally intended

Justification: Well 23 still has its full water right that can be utilized and Well 22 has about half of its allocated water right left for the year 2020. Based on our current well rotation it is necessary to get these wells back in operation to finish out the end of year.

Financial Considerations: There is \$100,000.00 budgeted for well rehabs in the 2020 budget year.

Legal Considerations: None

Attachments: None



Memorandum

To: City Commissioners
From: Nickolaus Hernandez/City Manager
Date: October 15, 2020
Subject: Downtown Streetscape Steering Committee
Agenda Item: New Business

Recommendation: Administration recommends approval of the attached slate of committee members for the Downtown Streetscape Advisory Board.

Background: The downtown streetscape project will shape the community for the next fifty years. Community feedback is essential to the overall success of this project. Administration has worked with the City Commission and Main Street on recommendations to serve on the steering committee. It was recommended that the Community Facility Advisory Board (CFAB) be included in this project along with representatives from downtown Dodge City.

Justification: Members of CFAB oversee the “Why Not Dodge Sales” tax projects and the streetscape project will also impact sales tax. The additional proposed members have close ties to the downtown and are from the local business community.

Financial Considerations: There are no financial considerations related to this project other than minimal meeting supplies and refreshments.

Legal Considerations: Legal counsel was in favor of including CFAB board members on the steering committee. However, counsel recommended forming a separate project committee since the CFAB Board represents both the City and County.

Attachments:
Slate of proposed members for the Steering Committee

Proposed Downtown Streetscape Steering Committee:

- Ryan Rabe, CFAB Chair
- Mike Martinez, CFAB Vice Chair
- Mike Laskowsky, CFAB Member, Dodge City/Ford County Development Corporation Designee
- Michael Brakey, CFAB Member
- Michael Burns, CFAB Member
- Martha Mendoza, CFAB Member
- Hugo Rodela, CFAB Member
- Ben Zimmerman IV, Downtown Business Owner
- Yeira Arreola, Downtown Business and Property Owner
- Joshua Roesener, Business Owner