

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, November 2, 2020

7:00 p.m.

MEETING #5169

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](http://www.facebook.com/cityofdodgecity)

2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://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**

**VISITORS** (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session Minutes, October 19, 2020;
2. Approval of City Commission Meeting Minutes, October 19, 2020;
3. Appropriation Ordinance No.20, November 2, 2020;
4. Cereal Malt Beverage License:
  - a. Kate's, 305 E. Trail Street,
  - b. Playa Dorada, 307 Military Avenue,
  - c. Sip N Suds, 1604 W. Wyatt Earp Blvd.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3743:** An Ordinance Granting to Ideatek Telecom, LLC. a Contract Franchise to Construct, Operate and Maintain a Telecommunications System in the City of Dodge City, Kansas.

**Resolution No. 2020-28:** A Resolution Authorizing Payment of 2020 Year End Bonuses to Qualified Employees. Report by Assistant Manager/Legislative Affairs, Ernestor De La Rosa.

## **UNFINISHED BUSINESS**

Approval of 2021 Special Sales Tax Project Budget

## **NEW BUSINESS**

1. Approval of Transportation Grant. Report by Ernestor De La Rosa – Assistant City Manager/Legislative Affairs
2. Approval of Appointment to Fill a Vacancy on the Library Advisory Board. Report by Public Information Officer, Abbey Martin.
3. Approval of Amendment #14 of the Jacobs Agreement of Operations, Maintenance and Management Services. Report by Public Works Director, Corey Keller.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **EXECUTIVE SESSION**

Attorney/Client Privilege Matter

## **ADJOURNMENT**

**CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, October 19, 2020

6:30 p.m.

*This Commission Work Session will be available virtually by two different methods. Comments will be open on the Facebook Live the Vimeo Live feeds. Watch and listen to the work session on one of the following platforms.*

*1. Watch, listen, and comment live on [www.facebook.com/cityofdodgecity](http://www.facebook.com/cityofdodgecity).*

*2. Watch, listen, and comment live on [www.vimeo.com/cityofdodgecity](http://www.vimeo.com/cityofdodgecity)*

*The meeting will be archived on both the Facebook page and the Vimeo page to be viewed after the live video has ended.*

**CALL TO ORDER**

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

**WORK SESSION**

Joe Nail, CEO and Co-Founder gave presentation on Lead for America

**ADJOURNMENT**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, October 19, 2020

7:00 p.m.

MEETING #5168

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**2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://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:** Vice Mayor Rick Sowers, Commissioners Kent Smoll, Joseph Nuci, Brian Delzeit present, Mayor Joyce Warshaw absent

### **INVOCATION by**

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

Commissioner Kent Smoll made a motion to approve the agenda as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

### **SUBMIT QUESTIONS OR COMMENTS**

There were no questions or comments

### **PETITIONS & PROCLAMATIONS**

Vice Mayor Rick Sowers spoke on behalf of the former 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.

Commissioner Joseph Nuci made a motion to approve the Consent Calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 3 -0. Commissioner Rick Sowers abstaining.

#### **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 was approved on a motion by Commissioner Kent Smoll. Commissioner Brian Delzeit seconded the motion. The motion carried 4 -0.

**Resolution No. 2020-27:** A Resolution adopting the Kansas Homeland Security Region D Mitigation was approved on a motion by Joseph Nuci. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

1. Commissioner Kent Smoll made a motion to approve the quote for a Spare Feed and Vacuum Compressors for the Warrior Project. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.
2. Commissioner Rick Sowers made a motion to approve the appointment to fill a vacancy on the Recycling Advisory Board. Commissioner Brian Delzeit seconded the motion. The motion carried 4 – 0.
3. Commissioner Kent Smoll made a motion to approve the Southwest Kansas Coalition Legislative Policy. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 0.
4. Commissioner Brian Delzeit made a motion to approve for repairs to Wells 22 and 23. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.
5. Commissioner Rick Sowers made a motion to approve the slate of Committee Members for the Downtown Streetscape Advisory Board. Commissioner Brian Dezeit seconded the motion. The motion carried 4 - 0.

#### **OTHER BUSINESS**

#### **STAFF REPORTS**

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

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

City or  County of Dodge City Ford

**SECTION 1 - LICENSE TYPE**

Check One:  New License  Renew License  Special Event Permit

Check One:

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

**SECTION 2 - APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required): 004-481236736

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

Name <u>Riley E. Skaggs</u>	Phone No. <u>620-225-9466</u>	Date of Birth <u>Feb. 21-1943</u>
Residence Street Address <u>305 E. Trail St.</u>	City <u>Dodge City</u>	State <u>KS</u>
	Zip Code <u>67801</u>	

**Applicant Spousal Information**

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

**SECTION 3 - LICENSED PREMISE**

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Kates</u>	Name <u>Kates</u>
Business Location Address <u>305 E. Trail St.</u>	Address <u>305 E. Trail St.</u>
City <u>Dodge City</u> , State <u>KS</u> , Zip <u>67801</u>	City <u>Dodge City</u> , State <u>KS</u> , Zip <u>67801</u>
Business Phone No. <u>620-225-9466</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.

Business Location Owner Name(s): Riley E. Skaggs

**SECTION 4 - APPLICANT QUALIFICATION**

I am a U.S. Citizen  Yes  No

I have been a resident of Kansas for at least one year prior to application.  Yes  No

I have resided within the state of Kansas for 75 years.

I am at least 21 years old.  Yes  No

I have been a resident of this county for at least 6 months.  Yes  No

Within 2 years immediately preceding the date of this application, neither I nor my spouse\* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes:  
 (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

Yes  No  
Have Have Not

My spouse has previously held a CMB license.  Yes  No

My spouse has never been convicted of one of the crimes mentioned above while licensed.  Yes  No

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

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

City or  County of ford

<b>SECTION 1 – LICENSE TYPE</b>	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	
<b>SECTION 2 – APPLICANT INFORMATION</b>	
Kansas Sales Tax Registration Number (required): <u>004 812935 270 - f01</u>	
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application)	
Name <u>Marcos Valdez</u>	Phone No. <u>620 801 5211</u>
Residence Street Address <u>1820 Hoover Way</u>	City <u>Dodge City</u> Date of Birth <u>5-30-95</u> Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>	
Spouse Name <u>Santa Catalina Lux</u>	Phone No. <u>620 430 2844</u>
Residence Street Address <u>1820 Hoover Way</u>	City <u>Dodge City</u> Date of Birth <u>3-25-95</u> Zip Code <u>67801</u>
<b>SECTION 3 – LICENSED PREMISE</b>	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Playa Dorada</u>	Name
Business Location Address <u>307 military Ave</u>	Address
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620 801 5211</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Marcos</u>	
<b>SECTION 4 – APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>25</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

City or  County of Dodge City

<b>SECTION 1 - LICENSE TYPE</b>			
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.			
<b>SECTION 2 - APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): <u>85-3433501</u>			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name <u>Jeremy Perkins</u>	Phone No. <u>620 255 0171</u>	Date of Birth <u>5/11/94</u>	
Residence Street Address <u>1612 W. Wyatt East</u>	City <u>Dodge city</u>	Zip Code <u>67801</u>	
<b>Applicant Spousal Information</b>			
Spouse Name <u>None</u>	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	
<b>SECTION 3 - LICENSED PREMISE</b>			
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)	
DBA Name <u>Sip n Suds</u>		Name	
Business Location Address <u>1604 W Wyatt East</u>		Address	
City <u>Dodge City</u> State <u>Ks</u> Zip <u>67801</u>	City	State	Zip
Business Phone No.	<input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s) <u>Dean Perkins</u>			
<b>SECTION 4 - APPLICANT QUALIFICATION</b>			
I am a U.S. Citizen			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>10</u> years.			
I am at least 21 years old.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.			<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Single</u>
My spouse has never been convicted of one of the crimes mentioned above while licensed.			<input type="checkbox"/> Yes <input type="checkbox"/> No <u>Single</u>



# Memorandum

To: City Commissioners and City Manager  
From: Brad Ralph, City Attorney  
Date: October 29, 2020  
Subject: Telecom Franchise Contract  
Agenda Item: New Business

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**Recommendation:** Staff recommends the approval of the Franchise contract between the City of Dodge City and IdeaTek Telecom, LLC.

**Background:** IdeaTek seeks to enter the City of Dodge City's Right of Way, and other real property of the City, to install, maintain and operate fiber network Facilities, so that IdeaTek and/or its underlying customers may provide data, telecommunications, broadband Internet, and related services to the residents and visitors of the City.

**Justification:** All cities are authorized by statute to permit certain qualified entities the opportunity to utilize city streets and public ways in order to provide a service to inhabitants of the city and permits the contracting with such users for payment to the City for such usage.

**Financial Considerations:** The contract will result in the City of Dodge City receiving permit fees for locations installed related to any poles.

**Purpose/Mission:** Working towards Excellence, together, we strive to achieve high performance standards set by us and expected by the community.

**Legal Considerations:** The attached proposed franchise has been reviewed and approved by the City Attorney.

**Attachments:** Franchise Agreement

:

**ORDINANCE NO. 3743**

**AN ORDINANCE GRANTING TO IDEATEK TELCOM. LLC, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF DODGE CITY, KANSAS.**

This Contract Franchise (“Franchise or Agreement”) is entered into as of this \_\_\_ day of November, 2020 (“Effective Date”) by and between the City of Dodge City, a municipal corporation (the “City”), and IdeaTek Telcom LLC (“IdeaTek”), a Kansas limited liability company.

**RECITALS**

A. IdeaTek owns, maintains, operates and/or controls telecommunications and Internet Facilities serving IdeaTek’s customers. Such Facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. IdeaTek seeks to enter the City of Dodge City’s Right of Way, and other real property of the City, to install, maintain and operate fiber network Facilities (the “Network”), so that IdeaTek and/or its underlying customers (the “Customers”) may provide data, telecommunications, broadband Internet, and related services to the residents and visitors of the City (the “Services”).

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

**SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number.

a. "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to IdeaTek to provide services within the City.

b. “Distributed antenna systems” (“DAS Facility”) – mean certain components of the Network consisting of distributed antenna systems which may be located on existing or new streetlights, stand-alone poles, third party utility poles, and other structures located on or within the ROW as permitted under this Contract Franchise ordinance, and which will be connected IdeaTek’s Facilities.

c. "Facilities" means any portion of a system located in, along, over, upon, under, or through the right-of-way and may include, without limitation, antenna nodes, poles, streetlight poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, DAS Facility, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process

d. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

e. "IdeaTek" - means IdeaTek Telcom, LLC, a competitive telecommunications local exchange service provider providing local exchange, Internet services, and other telecommunications services within the City. References to IdeaTek shall also include as appropriate any and all successors and assigns.

f. "Gross receipts" - shall be defined as set forth in K.S.A. 12-2001(c)(6). Uncollectible and late charges, taxes, surcharges, and other pass-through charges shall not be included within gross receipts.

g. "Right-of-way" or "ROW" means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for utility purposes, including but not limited to overhead lighting facilities, and including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal right-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable laws or pursuant to an agreement between the City and any such person or agency. Right-of-way shall not include property owned or held by City and not typically considered right-of-way such as City parks and City buildings.

## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

a. There is hereby granted to IdeaTek this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-way for the purpose of supplying services to customers within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.

b. The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the public right-of-way, and shall give only the right to occupy the public right-of-way, for the purposes and for the period stated in this Contract Franchise.

c. This authority to occupy the public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

### **SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, IdeaTek shall have the right to construct, maintain and operate its Facilities along, across, upon and under the public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

b. IdeaTek shall participate in the Kansas One Call utility location program.

c. IdeaTek may attach its Facilities to an existing City-owned utility pole pursuant to the current National Electric Safety Code.

d. It is understood that IdeaTek may build new Facilities in the City which would comply with all applicable Laws. If the City has no formal third-party utility installation policy or permit process, IdeaTek will not be obligated to make application for new facility installations unless and until such time a formal process is implemented by the City in a reasonable and non-discriminatory form and enforced among all third-party utility installations.

e. If the City has a utility installation process or permit policy applicable to the installation of the IdeaTek's Facilities, the City will approve or deny any application by the IdeaTek no later than 14-days from submission of a complete application. Failure of the City to deny with reasonable specificity IdeaTek's application within 14-days will be considered approval of the application by the City.

f. IdeaTek will always attempt to provide reasonable notice to the City for any new installation and give the City reasonable time to provide input on the placement/location of new Facilities.

g. No notice is necessary to the City for Facility maintenance unless such maintenance will require street closure, and in such event, IdeaTek will use reasonable efforts to coordinate such closure with the City.

g. Zoning regulations shall not apply to installations within the Public ROW.

h. IdeaTek shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by IdeaTek's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. IdeaTek shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. IdeaTek's obligations under this section 3.h shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by IdeaTek to the City.

#### **SECTION 4. COMPENSATION TO THE CITY.**

a. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid by IdeaTek.

b. Franchise compensation shall be paid on a quarterly basis paid not later than forty-five (45) days after the end of the remittal period equal to three percent (3%) of Gross Receipts.

#### **SECTION 5. RECORD REVIEW.**

The City shall have the right to examine, upon sixty (60) days' prior written notice to IdeaTek, no more than once per calendar year and at City's own cost and expense, those records necessary to verify the correctness of the compensation paid pursuant to this Contract Franchise ordinance.

#### **SECTION 6. RESOLD SERVICES.**

IdeaTek shall collect and remit compensation as described in Section 4 on those access lines that have been resold to another telecommunications local exchange service provider.

#### **SECTION 7. INDEMNITY AND HOLD HARMLESS.**

a. It shall be the responsibility of IdeaTek to take adequate measures to protect and defend its facilities in the public right-of-way from harm or damage. If IdeaTek fails to accurately or timely locate facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their gross negligence. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near IdeaTek's facilities.

b. IdeaTek shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action,

liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of IdeaTek, any agent, officer, director, representative, employee, affiliate or subcontractor of IdeaTek, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

c. IdeaTek or City shall promptly advise the other in writing of any known claim or demand against IdeaTek or the City related to or arising out of IdeaTek's activities in the Public right-of-way.

d. IDEATEK WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

#### **SECTION 8. INSURANCE REQUIREMENT.**

a. During the term of this Contract Franchise, IdeaTek shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should IdeaTek elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. IdeaTek shall provide not less than the following insurance:

(1) Workers' compensation as provided for pursuant to the laws of the state of Kansas with an employers' liability limit equal to the amount required by law.

(2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. Upon request, the City shall be included as an additional insured with respect to liability arising from IdeaTek's operations under this Contract Franchise.

#### **SECTION 9. REVOCATION AND TERMINATION.**

In case of failure on the part of IdeaTek to comply with any of the material provisions of this Contract Franchise, or if IdeaTek should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, the City shall abide by the requirements of K.S.A. 12-2001 which requires reasonable notice and an opportunity for a public hearing before the City governing body before a Contract Franchise ordinance may be revoked.

**SECTION 10. RESERVATION OF RIGHTS.**

a. In granting its consent hereunder, IdeaTek does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

b. In entering into this Contract Franchise, neither the City's nor IdeaTek's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor IdeaTek waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or IdeaTek may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

**SECTION 11. FAILURE TO ENFORCE.**

The failure of either the City or the IdeaTek to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the IdeaTek unless said waiver or relinquishment is in writing and signed by both the City and the IdeaTek.

**SECTION 12. TERM AND TERMINATION DATE.**

a. This Contract Franchise shall be effective for a term of ten (10) years from the effective date of this Contract Franchise ordinance. Thereafter, this Contract Franchise will renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate or renegotiate the Contract Franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.

b. Upon written request of either the City or IdeaTek, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or IdeaTek, including but not limited to the scope of the Contract Franchise granted to IdeaTek or the compensation to be received by the City hereunder.

c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or IdeaTek may elect to terminate the entire Contract Franchise. In the event of such invalidity, if IdeaTek is required by law to enter into a

Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.

d. Amendments under this section, if any, shall be made by Contract Franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.

e. In the event the parties are actively negotiating in good faith a new Contract Franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new Contract Franchise ordinance or amendment.

**SECTION 13. POINT OF CONTACT AND NOTICES.**

IdeaTek shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of IdeaTek in the event of an emergency.

All other notices between the parties shall be in writing and shall be made by personal delivery or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City and/or IdeaTek observed holidays excepted.

<b>The City:</b>	<b>IdeaTek:</b> IdeaTek Telcom Attn: Contract Notifications PO Box 407 Buhler, KS 67522 Daniel@ideatek.com
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or to replacement addresses that may be later designated in writing.

**SECTION 14. CONFIDENTIALITY.**

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 et seq and amendments thereto. IdeaTek agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of IdeaTek, or of the City at the written request of IdeaTek, in seeking to safeguard the confidentiality of information provided by IdeaTek to the City under this Contract Franchise.

**SECTION 15. COMPETITIVE NEUTRALITY.**

The City agrees that under K.S.A. 12-2001 and K.S.A 17-1902, and other state and federal laws, this Contract Franchise ordinance must be competitively neutral and may not be unreasonable or discriminatory to any telecommunications provider operating in the City.

**SECTION 16. MOST-FAVORED MUNICIPALITY.**

Most-Favored Municipality. Should IdeaTek after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that IdeaTek modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

**SECTION 17. MOST FAVORED PROVIDER.**

All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the public ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide IdeaTek with those more favorable benefits and terms. The City shall notify IdeaTek promptly of the existence of such more favorable benefits and terms and IdeaTek shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by IdeaTek, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

**SECTION 18. SEVERABILITY.**

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or IdeaTek may elect to declare the entire Contract Franchise invalidated if the portion declared invalid is, in the judgment of the City or IdeaTek, an essential part of the Contract Franchise.

**SECTION 19. FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond IdeaTek's or the City's control.

**SECTION 20. GENERAL PROVISIONS.**

- a. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.
- b. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.
- c. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over Reno County or the state courts located in Reno County, Kansas.
- d. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.
- e. In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.
- f. This Franchise Agreement ordinance is made under and in conformation with and is subject to the laws of the State of Kansas.

[Signatures Begin on Following Page]

**PASSED BY THE GOVERNING BODY**, this \_\_\_\_ day of November, 2020 for the City of Dodge City, Kansas.

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Joyce Warshaw, Mayor

ATTEST:

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Connie Marquez, City Clerk

APPROVED AS TO FORM:

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Bradley C. Ralph, City Attorney

IdeaTek Telcom, LLC

By: \_\_\_\_\_

Daniel P. Friesen, CIO

# *Memorandum*

To: City Commissioners  
City Manager  
From: Ernestor De La Rosa  
Assistant City Manager/Legislative Affairs  
Date: October 28, 2020  
Subject: Resolution No. 2020-28  
Agenda Item: Year End Bonuses

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**Recommendation: Approval of Resolution No. 2020-28**

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

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

**Financial Considerations:** The estimated cost for the 2020 annual bonuses is \$87,040.00

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

**Legal Considerations:** None

**Attachments:** Resolution No. 2020-28

**RESOLUTION NO. 2020-28**

**A RESOLUTION AUTHORIZING PAYMENT OF 2020 YEAR END  
BONUSES TO QUALIFIED EMPLOYEES**

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BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

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

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY THE 2<sup>ND</sup> DAY OF NOVEMBER 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Connie Marquez, City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager & City Commission  
**From:** Ernestor De La Rosa, Assistant City Manager/Legislative Affairs  
**Date:** 11/02/2020  
**Subject:** Public Transportation Local Match Grant Letters  
**Agenda Item:** New Business

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

1. U.S.C. 49-5311 Public Transportation Operating Grant in the amount of \$408,421 which includes \$25,580 for administration, \$80,363 for dispatch and \$25,830 for replacement of 2 transportation buses.

**Background:** The Dodge City Public Transportation provides services to Dodge City and Ford County area residents. Our services include Fixed Route, Demand Response and ADA Para-transit service. Currently we provide over 34,000 rides annually, this number has been impacted by the COVID19 pandemic. The proposed budget for this grant (see Attachment) will continue funding for the program as follows:

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

**Justification:** Last fiscal year, the Dodge City Public Transportation is provided over 34,097 rides with both Fixed Route and Para transit/Demand Response service. We expect that the Fixed Route and Para-transit services will continue to increase and build ridership. The transportation services are very much appreciated by our vulnerable community and non-profit organizations that serve them.

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

- U.S.C. 49-5311 Public Transportation Grant:

○ Operations (50%)	\$276,648
○ Dispatch (50%)	\$80,363
○ Administration (20%)	\$25,580
○ Capital (20%)	<u>\$25,830</u>
○ <b>TOTAL</b>	<b>\$408,421</b>

The commitment letters are required to include a 50% local match of the Federal transportation funds for Operations and Dispatch for which the City is applying. Historically KDOT has supplemented the Federal funds and for this grant cycle we anticipate State funding of an additional 20%. With State funding, the net City obligation will be \$297,761 of which \$271,931 is budgeted in the General Fund for 2021 and \$25,830 is budgeted in the depreciation fund.

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

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

**Attachments:** Program budget document.

**SFY 2022 Public Transportation Budget 5311 and 5317  
July 1, 2021 - June 30, 2022**

			DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		
<b>Section L. Operating Assistance Budget</b>							
1.	Personnel – Driver (Paid)						
		Regular PT	141,960	141,960			
		Health Insurance	35,000	35,000			
		FICA/KPERS	25,553	25,553			
		<b>Total Personnel</b>	<b>202,513</b>	<b>202,513</b>			
2.	Vehicle Insurance		2,000	2,000			
3.	Advertising (includes marketing materials)		2,500	2,500			
4.	Fuel		40,000	40,000			
5.	Maintenance, Repair, Lubrication, Parts, Labor, Tires		47,500	47,500			
6.	Storage (Paid)						
7.	Contract Services (Specify name & reason)*						
8.	Communications/Phone		500	500			
9.	Other (Must specify each item)						
	9a	FIT Dispatching Contract			67,830		

**SFY 2022 Public Transportation Budget 5311 and 5317**  
**July 1, 2021 - June 30, 2022**

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		
10.	Licenses & Registration	350	350			
11.	KPTA/CTD Membership Dues	60	60			
12.	KPTA Annual Meeting Expenses	350	350			
13.	RTAP Driver Training	1,000	1,000			
14.	RTAP Manager Training	375	375			
15.	KCC Registration Fee	0	0			
16.	DOT Driver's Physical	1,000	1,000			
<b>17.</b>	<b>Total Operating Expenses (Add #1 through #16)</b>	<b>298,148</b>	<b>298,148</b>	<b>67,830</b>		
18.	Comments and Explanations of line items above					
19.	Project Income - Fares	21,500	21,500			
<b>20.</b>	<b>Net Operating Cost (Line #17 - #19)</b>	<b>276,648</b>	<b>276,648</b>	<b>67,830</b>		
21.	<b>5311 Reimbursement Request (50% of Line 20)</b>	138,324	138,324			
<b>Operating/Dispatch Local Match Letters</b>						
22.	5311 Operating/Dispatch Local Match Letter (50%)	138,324	138,324			
<b>Section K - Capital Assistance Budget</b>						
	20 Passenger Minibus (2)	63,000	63,000			
4.	<b>Total Capital with 2.5% contingency</b>	<b>64,575</b>	<b>64,575</b>			
5.	Capital Reimbursement Request (80%)	51,660	51,660			
<b>6.</b>	<b>Capital Local Match Letter (20%)</b>	<b>12,915</b>	<b>12,915</b>			

**SFY 2022 Public Transportation Budget 5311 and 5317**  
**July 1, 2021 - June 30, 2022**

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		
<b>Section M - Administrative Assistance Budget</b>						
24.	Administrative Personnel					
	Transportation Supervisor	23,317	23,317			
	Clerical Support	13,000	21,200			
	Health Insurance	11,000	11,000			
	FICA/KPERS	6,537	8,013			
	<b>Total Administrative Personnel</b>	<b>53,854</b>	<b>63,530</b>			
25.	Building Insurance	225	225			
26.	Office Supplies	1,500	1,500			
27.	Postage	150	150			
28.	Building Maintenance (must specify)	500	500			
29.	Utilities	2,250	2,250			
30.	Contract Services - Specify name and reason (must attach copy of contract)					
31.	Pre-Employment Drug Testing	500	500			
32.	Other (must specify each item)					
	Admin to FIT			12,533		
33.	Uniforms	125	125			
34.	Agency Audit					
35.	<b>Total Administrative Expenses</b>	<b>59,104</b>	<b>68,780</b>	<b>12,533</b>		
36.	List any general comments and explanations of line items above					
37.	Administration Reimbursement Request (80%)	47,280	55,020			
38.	<b>Administration Local Match Letter (20%)</b>	<b>11,820</b>	<b>13,760</b>	<b>12,533</b>		

**SFY 2022 Public Transportation Budget 5311 and 5317  
July 1, 2021 - June 30, 2022**

			DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		
<b>SUMMARY (unreimbursed expense)</b>							
5311 Operating (50%)			138,324	138,324			
5311 Capital (20%)			12,915	12,915			
5311 Administration Assistance (20%)			11,820	13,760			
5311 Dispatch (50%)					<b>80,363</b>		
5317 Mobility Manager (20%)							
<b>Match Letter Requirements</b>			163,059	164,999	80,363		
<b>Local Match Letters</b>							
Dodge City			163,059	164,999	80,363		

<b>Sources</b>							
	Anticipated KDOT Subsidy (20% Operating)		55,330	55,330			
	Dodge City						
	General Fund		94,814	96,754	80,363		
	MERF (140-3410)		12,915	12,915			



# Memorandum

**To:** City Commission; CC: City Manager Nick Hernandez

**From:** Abbey Martin, Public Information Officer

**Date:** 10/28/2020

**Subject:** Library Advisory Board - Vacant Position

**Agenda Item:** Consent Calendar

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**Recommendation:** Staff recommends the appointment of Nancy Vierthaler to fill a vacancy on the Library Advisory Board.

**Background:** The Library Advisory Board had a vacancy due to the resignation of Pam Brady. By Ordinance, this Board has seven members serving staggered four-year terms. The Library Board is responsible for the library's sound fiscal management, establishing the philosophical direction of library services and programming, and all legal and ethical aspects of the library's operation. The Board is also responsible for evaluating the Director's recommendations in light of improving library service, budget, and operations. The term of this vacant position will expire Jan. 31, 2023, with the opportunity for reappointment to a full four-year term.

**Justification:** The appointment of Nancy Vierthaler will bring the Library 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: Nancy Vierthaler OCCUPATION: retired school librarian  
ADDRESS: 2915 Westview Ave TELEPHONE: 620-682-5687  
E-MAIL: vierth@cox.net

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

Tell us about your educational background:

School	Dates Attended	Major
University of Kansas	1971-1975	B.A. Anthropology
St. Mary of the Plains College	1985-1992	Education, Library Science Endorsement
Fort Hays State University	2005-2011	M.S. Education emphasis ESOL

Work history:

Job and Title	Dates of Employment
Beeson Elementary School (USD 443) Librarian	2000-2019

To the best of your knowledge, would the appointment of you to the Library 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.

No

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

Member William Allen White book award selection committee (2020-2022)

Signature: Nancy Vierthaler Date: 10/15/2020

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](mailto:abbeym@dodgecity.org).

**Thank you for your interest!**



# Memorandum

To: City Manager  
City Commissioners  
From: Corey Keller, Public Works Director  
Date: October 28, 2020  
Subject: Jacobs Operating Agreement  
Agenda Item: New Business

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**Recommendation:** Staff recommends the approval of Amendment #14 to the Jacobs Agreement of Operations, Maintenance and Management Services.

**Background:** Each year the city is required to negotiate Jacob's contract for services, operations, and maintenance for the South Wastewater Treatment Plant, the North Reclamation Facility, and now the Warrior Project. The term for Amendment #14 will begin January 1, 2021 and end December 31, 2021.

**Justification:** The only change in this year's agreement will be a 1.93% increase. A 2% increase was anticipated for the 2021 budget year. The contract amount for 2020 was \$2,108,712.00. The proposed contract for 2021 will be \$2,150,313.00 a \$41,601.00 increase from the previous year.

**Financial Considerations:** The 1.93% increase is budgeted for 2021.

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

**Legal Considerations:** None at this time

**Attachments:** Amendment #14 to the Agreement for Operations, Maintenance and Management Services

**AMENDMENT NO. 14**  
**To the**  
**AGREEMENT**  
**For**  
**OPERATIONS, MAINTENANCE AND**  
**MANAGEMENT SERVICES**

**THIS AMENDMENT NO. 14** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Dodge City, Kansas (hereinafter “Owner”), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Operations Management International, Inc. (hereinafter “CH2M HILL”), whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112. This is an Amendment to the Agreement for Operations, Maintenance and Management Services dated the 1<sup>st</sup> day of March 2007, between Owner and CH2M HILL (the “Agreement”). Collectively, Owner and CH2M HILL will be referred to as the “Parties” and each individually as a “Party.”

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

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

E.1.1 Owner shall pay to CH2M HILL as compensation for Services performed under this Agreement Two Million One Hundred Fifty Thousand Three Hundred Thirteen Dollars (\$2,150,313) which includes the Base Fee, Biosolids Costs, Gypsum Costs, Repairs Costs, Chemicals Costs and the Membrane Performance Agreement Costs for the period of January 1, 2021 through December 31, 2021. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

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

**OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.**

**CITY OF DODGE CITY, KANSAS**

Authorized Signature:

Authorized Signature:



\_\_\_\_\_  
Name: Andrew Appleton  
Title: Vice President  
Date: October 15, 2020

\_\_\_\_\_  
Name: Nick Hernandez  
Title: City Manager  
Date: \_\_\_\_\_