

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Tuesday January 19, 2021

7:00 p.m.

MEETING #5175

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 Father Wesley Schawe of Cathedral of Our Lady of Guadalupe Church

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).

City Loyalty Oath Ceremony - Police Chief, Drew Francis

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 4, 2021;
2. Appropriation Ordinance No.2, January 19, 2021;
3. Cereal Malt Beverage License:
 - a. Walgreen Store, 1801 N. 14th Avenue.
 - b. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
 - c. Water Sports Campground, 500 Cherry Street.

4. Approval of Change Order of Repairs to Wells 22 and 23;
5. Approval of Ser-Jobs for Progress National Inc. Lease Agreement.

ORDINANCES & RESOLUTIONS

Ordinance No. 3750: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Tract of Land That Includes all of Happy Homes Park No. 2, from AG Agriculture, to C-2 Commercial Highway. Report by Planning & Zoning Administrator, Nathan Littrell.

Resolution No. 2021-03: A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Dodge City, Kansas; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Various Internal Improvements/Candletree Addition Unit 6). Report by Finance Director, Nicole May

Resolution No. 2021-04: A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Dodge City, Kansas; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Various Internal Improvements/Casa Del Rio). Report by Finance Director, Nicole May.

UNFINISHED BUSINESS

Covid-19 and Mask Update

NEW BUSINESS

1. Approval of Bids for Two (2) Side Load Solid Waste Semi-Automated Trash Trucks. Report by Director of Administration. Ryan Reid.
2. Approval of Quote for Infrastructure Improvements for Casa Del Rio Sub-Division Phase 1. Report by City Engineer, Tanner Rutschman.
3. Approval of the 2021 Community Facility Advisory Board Organizational Funding Requests by the City of Dodge City and Ford County Commissions. Report by Assistant of City Manager/Public Affairs, Melissa McCoy.
4. Approval of Boards and Commissions. Report by Public Information Specialist, Abbey Martin.
5. Approval of the Agreed-Upon Procedures Engagement. Report by Finance Director, Nicole May.
6. Approval of Audit Engagement Letter. Report by Finance Director, Nicole May.

OTHER BUSINESS

Discussion of Applications for Vacant City Commission Seat

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, January 4, 2021
7:00 p.m.
MEETING #5174

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

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CALL TO ORDER

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

INVOCATION by Father Wesley Schawe of Cathedral of Our Lady of Guadalupe Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

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).

Police Chief, Drew Francis introduced David Bryant a new employee to the police department. He was sworn in with the city loyalty oath. Staff welcomed and congratulated him on his new position as police officer.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, December 21, 2020;
2. Approval of City Commission Meeting Minutes, December 21, 2020;
3. Appropriation Ordinance No. 1, January 4, 2021;
4. Cereal Malt Beverage License:
 - a. Taylors Road House, 2305 W. Wyatt Earp Blvd.

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

ORDINANCES & RESOLUTIONS

Resolution No. 2021-01: A Resolution of the City of Dodge City, Kansas, authorizing the salary of City Commission as provided in the City Code of the City of Dodge City was approved on a motion by Commissioner Kent Smoll ; Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

Resolution No. 2021-02: A Resolution of the City of Dodge City, Kansas, authorizing the preparation of financial statement and financial reports on the basis of receipts and disbursements. was approved on a motion by Commissioner Joseph Nuci; Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

Resolution No. 2020-32: A Resolution establishing fees and rates for Solid Waste Collection Service in the City of Dodge City. was approved on a motion by Commissioner Kent Smoll; Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

NEW BUSINESS

1. Commissioner Joseph Nuci moved to approve the Summerlon Addition Phase VI Replat. Commissioner Kent Smoll seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Kent Smoll moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Dodge City

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

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

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-361924025F-01

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

Name of Corporation WALGREEN CO		Principal Place of Business 300 WILMOT RD	
Corporation Street Address 300 WILMOT RD		Corporation City DEERFIELD	State IL
		Zip Code 60015	
Date of Incorporation 2-15-1909		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Keri Weiser		Phone No. 620-521-9151	
Residence Street Address 950 Jennie Barker, Lot 106		City Garden City	State KS
		Zip Code 67846	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name WALGREENS #07817	Name WALGREENS #07817
Business Location Address 1801 N 14th Avenue	Address PO BOX 901
City Dodge City	City DEERFIELD
State KS	State IL
Zip 66049	Zip 60015
Business Phone No. 620-225-6095	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) WG-7817 KS LLC	

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

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

Name PLEASE SEE ATTACHED CORPORATE RIDER		Position		Date of Birth
Residence Street Address WALGREEN CO IS A PUBLICLY HELD COMPANY.		City	State	Zip Code
Spouse Name TO OUR KNOWLEDGE, NO ONE PERSON OWNS		Position		Date of Birth
Residence Street Address AS MUCH AS 25% OF COMMON STOCK.		City	State	Zip Code
Name		Position		Date of Birth
Residence Street Address		City	State	Zip Code
Spouse Name		Position		Age
Residence Street Address		City	State	Zip Code
Name		Position		Date of Birth
Residence Street Address		City	State	Zip Code
Spouse Name		Position		Age
Residence Street Address		City	State	Zip Code

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form has been prepared by the Attorney General's Office)

City or County of Ford

SECTION 1 - LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.			
SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>10350577</u>			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name <u>Kedjo Alvarez</u>	Phone No.	Date of Birth	
Residence Street Address <u>1204 Shira St</u>	City <u>Dodge City</u>	Zip Code <u>Ks</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>Casa Alvarez</u>	Name <u>Casa Alvarez</u>	Address <u>1701 W Wyatt Earp</u>	
Business Location Address <u>1701 W Wyatt Earp</u>	City <u>Dodge City</u>	State <u>Ks</u>	Zip <u>67801</u>
City <u>Dodge City</u>	State <u>Ks</u>	City <u>Dodge City</u>	State <u>Ks</u>
Business Phone No. <u>620 225 7164</u>	Zip <u>67801</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>same</u>			
SECTION 4 - APPLICANT QUALIFICATION			
I am a U.S. Citizen			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>37</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
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 _____

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): 004-480-906-593 F01

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

Name <u>Morgison Family - Patricia Brandenburg</u>	Phone No. <u>620-227-8178</u>	Date of Birth <u>1-31-51</u>
Residence Street Address <u>2008 Boley Drive</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>

Applicant Spousal Information

Spouse Name <u>Eldon Brandenburg</u>	Phone No. <u>620-227-8178</u>	Date of Birth <u>9-26-50</u>
Residence Street Address <u>2008 Boley Drive</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Water Sports Campground</u>	Name <u>Morgison Family Patricia Brandenburg</u>
Business Location Address <u>500 Cherry St</u>	Address <u>2008 Boley Drive</u>
City <u>Dodge City KS</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City KS</u> State <u>KS</u> Zip <u>67801</u>
Business Phone No. <u>620-225-8044</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s)	

SECTION 4 - APPLICANT QUALIFICATION

I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>32</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
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



Memorandum

To: City Manager, Nickolaus Hernandez & City Commission
From: Assistant City Manager/Public Affairs, Melissa McCoy
Date: January 14, 2021
Subject: Approval of Hennessey Hall Lease Agreement with SER-Jobs for Progress National Inc.
Agenda Item: Consent Calendar

Recommendation: Staff recommends approval of the lease with SER- Jobs for Progress National Inc., for office space at Hennessy Hall.

Background: SER desires to continue to lease space at Hennessy to house their operations and services. The space being leased is on the first floor, room 130. The total space being leased is 700 square feet and this is a one-year lease with a two-year option.

Justification: SER is a national network of employment and training organizations that formulates and advocates initiatives focusing on the needs of Hispanics in the areas of education, training, employment, business, and economic opportunity. They are also a not-for-profit public service enterprise that is compatible with other entities currently housed in the facility.

Financial Considerations: The annual lease payment will be \$4,200 based on the standard \$6 per sq. ft. price charged to tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

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

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

Legal Considerations: The agreement is the standard form used with all Hennessy tenants. The lease agreement was approved by the City Attorney.

Attachments: Lease agreement

Hennessey Hall Lease Agreement

This lease agreement (this "Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "LANDLORD") and SER-Jobs for Progress National, Inc., a Kansas for-profit corporation. (the "TENANT").

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

- 1) **LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. The portion of the premises hereby leased to the TENANT is indicated on the attached document, comprising approximately one hundred ninety (190) square feet and labeled as Room 125 East. The room indicated, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
- 2) **TERM:** The term of this lease shall begin on February 1, 2021 and shall continue until January 31, 2022 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, indemnification obligations) of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. The Lease Term may be extended for two (1) additional terms of one (1) year each (the "Renewal Terms") by mutual agreement of the parties, by Tenant providing written notice of the exercise of the Renewal Term to Owner no less than three (3) months in advance of the expiration of any Lease Term or Renewal Term. The parties agree that if the TENANT were to lose or suffer a significant decrease in funding from the Department of Labor (SCSEP) TENANT may elect to terminate this Lease with thirty (30) days' notice to the LANDLORD. Said notice must occur within forty-five (45) days of the actual loss and/or reduction in said funding.
- 3) **LEASE RENTAL:** During the first year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of four thousand, two hundred dollars (\$4,200.00), representing a square footage rental rate of \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of three hundred fifty dollars (\$350.00), beginning on the first day of February 2021, for first month's rent and continuing monthly thereafter for the first year of this Lease, said monthly rental being hereinafter referred to as the "base rent."
- 4) **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, Hennessey Hall is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this Lease; provided, however, that in the event the Hennessey Hall in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

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

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

base year shall be proportioned to the TENANT based on percentage that the leased premises covered by this Lease bears to the total usable space in Hennessey hall. It is agreed that the leased premises covered by this Lease is approximately seven hundred (700) square feet and the total usable space of Hennessey Hall is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.8%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.8%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by seven hundred (700) square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on February 1, 2021 of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 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 LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to Hennessey Hall. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7) **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

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

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

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

- 11) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of Hennessey Hall which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.
- 12) **TERMINATION BY TENANT:** The LANDLORD acknowledges that the TENANT anticipates conducting operations subject to State and Federal government funding. Should the TENANT fail to receive adequate funding to continue operations, the TENANT may terminate this Lease by providing the LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should the TENANT terminate this Lease under this provision, the TENANT shall not rent, lease, or sub-lease any other space within Ford County for the purpose of conducting office operations for the term of this Lease.
- 13) **CASUALTY INSURANCE:** The LANDLORD agrees to keep the Hennessey Hall insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
- 14) **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of

leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

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

- 15) **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.
- 16) **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises. TENANT shall be responsible for any telecommunications and data utilities required.
- 17) **ASSIGNMENT BY TENANT:** The TENANT shall not assign this Lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
- 18) **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this Lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this Lease, and the same shall be binding on the LANDLORD'S assignee.

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

20) **NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas, 67801. The TENANT hereby designates its address as 100 E. Royal Lane, Suite 130, Irving TX. 75039

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

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

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
RICK SOWERS, MAYOR

APPROVED:

By: _____
CONNIE MARQUEZ, CITY CLERK

SER-Jobs FOR PROGRESS NATIONAL, INC.

By: _____
IGNACIO SALAZAR, PRESIDENT, CEO



Memorandum

To: City Manager
City Commissioners
From: Corey Keller, Public Works Director
Date: January 13, 2021
Subject: Approve Change Order of Repairs to Wells 22 and 23
Agenda Item: Consent Calendar

Recommendation: To ratify adjustments to the original cost for the repairs made to Well's 22 and 23 approved by the City Commission during the October 19, 2020 meeting.

Background: At the October 19, 2020 commission meeting City Commission approved the repairs to Well's 22 and 23 by Hydro Resources in the amount of \$95,958.18. Prior to the repairs being completed it was determined that a few of the parts required to repair the wells needed a protective coating to ensure the longevity of the wells. These parts were not originally quoted with the protective coating which is the cause of the increase in price. The overall increase for all of the parts for both wells will be \$23,238.79 bringing the total cost for the repairs to \$119,196.97.

Justification: The protective coatings were necessary to ensure the longevity of the wells. The original parts were also coated, to replace the new parts with unprotected parts would have jeopardized the quality of the repairs.

Financial Considerations: There is money available in the water fund for this increase. The budgeted amount for Well Rehabs each year is \$100,000.00.

Legal Considerations: None

Attachments: None



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: January 19, 2021
Subject: Rezoning for 2600 E. Trail St.
Agenda Item: Ordinance #3750

Recommendation: The Planning Commission held a public hearing on January 12, 2021 and recommends approval of this zoning amendment. It is also City staff's recommendation to approve this rezoning.

Background: The applicant wishes to rezone this property to C-2 Commercial Highway to allow for a commercial truck wash to be built in this location. The property is currently be utilized as a mobile home park. The portion of the existing mobile home park not included with this rezoning is intended to remain in its current use.

Justification: The property in question is located at the junction of multiple highways and is in close proximity to numerous trucking destinations. This type of truck wash will service the cabs of semis and their enclosed trailers. Cattle hauling trailers will not be serviced at this truck wash. Required landscape buffering between zones will be required for this development to be completed. The applicant is working with existing residents of the mobile park in efforts to relocate them. The rezoning of this property is in agreement with the City's Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: Approving this rezoning will encourage and support growth and development in our community.

Legal Considerations: None

Attachments: Ordinance #3750, Map

ORDINANCE NO. 3750

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE TRACT OF LAND THAT INCLUDES ALL OF HAPPY HOMES PARK NO. 2, FROM AG AGRICULTURAL, TO C-2 COMMERCIAL HIGHWAY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned:

ALL OF HAPPY HOMES PARK NO. 2
Dodge City, Ford County, Kansas

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS NINETEENTH DAY OF JANUARY, 2021.

ATTEST:

RICK SOWERS, MAYOR

CONNIE MARQUEZ, CITY CLERK



2600 Butter & Egg Rd.

I2

Hwy. 56/283

Butter & Egg Rd.

Proposed C-2

E. Trail St.

2505 E. Trail St.

C2

Hwy. 56/283/400

2601 E. Trail St.

I2

U.S. Hwy. 400

2615 E. Trail St.

Ford Co. Parcels

- RS
- R1
- R2
- R3
- CO
- C1
- C2
- I1
- I2



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: January 13, 2021
Subject: Resolution 2021-03
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2021-03.

Background: A 6(a) petition has been submitted by Tim Volz for the City of Dodge City to make improvements in the Candletree Addition Unit 6. The improvements are for waterline and sewerline extension and service and streets, curb and gutter construction. The proposed resolution authorizes the City to make the improvements in the benefit district and specially assess the costs of those improvements back to the property owner over a 15 year period. The City's current development policy allows special assessments as a financing tool for development projects. This area is a part of a RHID (Rural Housing Incentive District).

Justification: To assist the developer in residential development and promote affordable housing.

Financial Considerations: The City will issue temporary notes/GO bonds to cover the costs of the improvements and the bond payments will be made through special assessments to the benefit district and the increment property taxes in the RHID will go to pay back the special assessments.

Purpose/Mission: To assist in residential development in Dodge City.

Legal Considerations: All legal considerations have been satisfied by the proposed resolution.

Attachments: Resolution No. 2021-03.

RESOLUTION NO. 2021-03

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (VARIOUS INTERNAL IMPROVEMENTS/CANDLETREE ADDITION UNIT 6).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Dodge City, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (collectively the “Improvements”):

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets and curbs as necessary to serve the future Candletree Additional Unit 6, an addition to the City of Dodge City, Ford County, Kansas.

(b) The estimated or probable cost of the Improvements is: \$1,300,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1, 2, 3, 4, 5 Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 3
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 Block 4 Candletree Addition, Unit Six to the City of Dodge City, Kansas

(d) The method of assessment is: Per lot

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The above said Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Ford County, Kansas.

ADOPTED by the governing body of the City on January 19, 2021.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 19, 2021, as the same appears of record in my office.

DATED:

Clerk



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: January 13, 2021
Subject: Resolution 2021-04
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2021-04.

Background: A 6(a) petition has been submitted by Roger VanderGiesen to the City of Dodge City to make improvements in the Casa Del Rio Addition. The improvements are for waterline and sewerline extension and service and streets, curb and gutter construction. The proposed resolution authorizes the City to make the improvements in the benefit district and specially assess the costs of those improvements back to the property owner over a 15 year period. The City's current development policy allows special assessments as a financing tool for development projects. This area is a part of a RHID (Rural Housing Incentive District).

Justification: To assist the developer in residential development and promote affordable housing.

Financial Considerations: The City will issue temporary notes/GO bonds to cover the costs of the improvements and the bond payments will be made through special assessments to the benefit district and the increment property taxes in the RHID will go to pay back the special assessments.

Purpose/Mission: To assist in residential development in Dodge City.

Legal Considerations: All legal considerations have been satisfied by the proposed resolution.

Attachments: Resolution No. 2021-04.

RESOLUTION NO. 2021-04

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (VARIOUS INTERNAL IMPROVEMENTS/CASA DEL RIO).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Dodge City, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (collectively the “Improvements”):

Streets, water, sewer, street lights and all other infrastructure as necessary to serve the future Casa Del Rio, an addition to the City of Dodge City, Ford County, Kansas.

(b) The estimated or probable cost of the Improvements is: \$1,188,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1 – 23, Casa Del Rio Addition to the City of Dodge City, Kansas

(d) The method of assessment is: Per lot

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The above said Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Ford County, Kansas.

ADOPTED by the governing body of the City on January 19, 2021.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 19, 2021, as the same appears of record in my office.

DATED:

Clerk



Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2021 01 11
Subject: Trash Trucks
Agenda Item: New Business

Recommendation: On January 5th, 2021 Staff opened bids for two Side Load Solid Waste Semi-Automated trash trucks. Staff is recommending purchase of the two trucks from Key Equipment and Supply for \$548,490 (\$274,245 each). Key Equipment and Supply was the only bidder for the trucks this time. Though we would have preferred more bids, Staff is comfortable with the bid from Key as we have had good experiences working with them on prior trucks.

The two trucks that would be replaced will be sold at auction where we expect to make more than the proposed trade-in.

Background/Justification: These trucks are replacing two trucks that are past their useful life (12-13 years old). The trucks are down frequently with costly repairs. These trucks (along with Sanitation Staff) are critical to meeting the City's trash pickup and disposal mission.

Financial Considerations: One was budgeted for last year and one for this year.

Attachments: (none)



International Truck



Proposed unit (but with Mack tractor instead of International)



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: January 19, 2021
Subject: Approval of quote for Infrastructure Improvements for Casa Del Rio – Phase 1

Agenda Item: New Business

Recommendation: Approve the quote from Nowak Construction Co. for the construction of the Utility Improvements for the Casa Del Rio Sub-Division Phase 1 in the amount of \$328,494.00. The

Background: The City has been working with the developer of the Casa Del Rio Sub-Division Phase 1 to develop the infrastructure plans for water, sewer, and streets to service this new 23-unit single family residential development. This project will also be part of the RHID Program. The developer requested quotes for the construction of the infrastructure and the attached quote tab shows the quotes that were received. This will only cover the utility improvements and a recommendation for a contractor to complete the street construction in this development will be brought to the commission at a later date.

Justification: It is necessary to have the infrastructure in place for this development to occur. Residential housing continues to be in high demand and this development will help fill that demand.

Financial Considerations: The construction of utility infrastructure improvements of Casa Del Rio – Phase 1 will cost \$328,494.00. Funding of this project will be through special Assessments via the RHID Program.

Purpose/Mission: The completion of this project will align with the City's core value of Ongoing Improvement and will provide housing in a price range high in demand.

Legal Considerations: By approving the quote from Nowak Construction Co., the City will enter a contract with Nowak Construction Co. and be responsible to make payments for the completed work.

Attachments: Quote Tab

QUOTE TABULATION

PROJECT: Casa Del Rio - Phase 1
 PROJECT #: PL 2004
 QUOTE DATE: 01/12/21

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Part A - Sanitary Sewer					
1	Mobilization	LS	1	\$12,500.00	\$ 12,500.00
2	Sanitary Sewer Connection	Each	2	\$1,000.00	\$ 2,000.00
3	8" SDR 35 Sanitary Sewer	LF	506	\$45.00	\$ 22,770.00
4	10" SDR 35 Sanitary Sewer	LF	993	\$50.00	\$ 49,650.00
5	12" SDR 35 Sanitary Sewer	LF	350	\$35.00	\$ 12,250.00
6	Trench & Back Fill (0'-6')	LF	1849	\$3.00	\$ 5,547.00
7	Standard Manhole (0'-6') w.Std. Ring & Cover	Each	8	\$4,500.00	\$ 36,000.00
8	Servcie Wyes w/Connection	Each	33	\$250.00	\$ 8,250.00
9	4" Sch. 40 Service Line	LF	260	\$65.00	\$ 16,900.00
10	Concrete Encase Sewer Line	LF	80	\$100.00	\$ 8,000.00
11	Remove Existing Sanitary Sewer Line	LS	1	\$5,000.00	\$ 5,000.00
12	Erosion Control	LS	1	\$2,500.00	\$ 2,500.00
13	Seeding	LS	1	\$2,500.00	\$ 2,500.00
14	Traffic Control	LS	1	\$1,000.00	\$ 1,000.00
15	Construction Staking	LS	1	\$3,000.00	\$ 3,000.00
Part B - Waterline					
1	Mobilization	LS	1	\$20,000.00	\$ 20,000.00
2	Water Line Connection	Each	5	\$1,500.00	\$ 7,500.00
3	6" C900 Water Line	LF	37	\$32.00	\$ 1,184.00
4	8" C900 Water Line	LF	2234	\$40.00	\$ 89,360.00
5	12" C900 Water Line	LF	80	\$40.00	\$ 3,200.00
6	12" Certa-Lock C900 Water line	LF	120	\$55.00	\$ 6,600.00
7	Steel Casing by Boring	LF	120	\$250.00	\$ 30,000.00
8	6" Gate Valves w/box	Each	6	\$1,250.00	\$ 7,500.00
9	8" Gate Valves w/box	Each	9	\$1,750.00	\$ 15,750.00
10	12" Gate Valves w/box	Each	1	\$3,000.00	\$ 3,000.00
11	Fire Hydrant Assembly	Each	4	\$4,250.00	\$ 17,000.00
12	Monitoring Station for Tracer Wire	Each	9	\$750.00	\$ 6,750.00
13	3/4" Water Servcie Connection	Each	48	\$500.00	\$ 24,000.00
14	3/4" Poly Waterline	LF	1019	\$10.00	\$ 10,190.00
15	Construction Staking	LS	1	\$3,000.00	\$ 3,000.00

TOTAL \$ 432,901.00

Sewer Total \$ 187,867.00
 Water Total \$ 245,034.00

CONTRACTOR:
 Nowak Construction Co.
 ADDRESS:
 PO Box 218
 CITY: Goddard
 STATE: Kansas
 ZIP: 67052

LOW QUOTE

UNIT PRICE	CONTRACT AMOUNT
\$1.00	\$ 1.00
\$905.00	\$ 1,810.00
\$25.00	\$ 12,650.00
\$29.00	\$ 28,797.00
\$34.00	\$ 11,900.00
\$4.00	\$ 7,396.00
\$2,900.00	\$ 23,200.00
\$605.00	\$ 19,965.00
\$17.00	\$ 4,420.00
\$107.00	\$ 8,560.00
\$2,725.00	\$ 2,725.00
\$2,300.00	\$ 2,300.00
\$3,450.00	\$ 3,450.00
\$101.00	\$ 101.00
\$4,550.00	\$ 4,550.00
\$10,100.00	\$ 10,100.00
\$2,000.00	\$ 10,000.00
\$98.00	\$ 3,626.00
\$26.00	\$ 58,084.00
\$49.00	\$ 3,920.00
\$71.00	\$ 8,520.00
\$217.00	\$ 26,040.00
\$1,200.00	\$ 7,200.00
\$1,800.00	\$ 16,200.00
\$3,200.00	\$ 3,200.00
\$4,400.00	\$ 17,600.00
\$201.00	\$ 1,809.00
\$453.00	\$ 21,744.00
\$4.00	\$ 4,076.00
\$4,550.00	\$ 4,550.00

TOTAL \$ 328,494.00

BID SECURITY 5%
 START DATE N/A

\$ 121,424.00
 \$ 196,669.00

CONTRACTOR:
 Lee Construction
 ADDRESS:
 413 N Campus Dr. #1
 CITY: Garden City
 STATE: Kansas
 ZIP: 67846

UNIT PRICE	CONTRACT AMOUNT
\$20,000.00	\$ 20,000.00
\$1,200.00	\$ 2,400.00
\$17.00	\$ 8,602.00
\$20.00	\$ 19,860.00
\$24.00	\$ 8,400.00
\$26.00	\$ 48,074.00
\$3,950.00	\$ 31,600.00
\$750.00	\$ 24,750.00
\$23.00	\$ 5,980.00
\$50.00	\$ 4,000.00
\$5,800.00	\$ 5,800.00
\$1,750.00	\$ 1,750.00
\$7,000.00	\$ 7,000.00
\$3,750.00	\$ 3,750.00
\$5,000.00	\$ 5,000.00
\$20,000.00	\$ 20,000.00
\$3,500.00	\$ 17,500.00
\$165.00	\$ 6,105.00
\$42.00	\$ 93,828.00
\$95.00	\$ 7,600.00
\$55.00	\$ 6,600.00
\$175.00	\$ 21,000.00
\$1,350.00	\$ 8,100.00
\$1,975.00	\$ 17,775.00
\$3,220.00	\$ 3,220.00
\$4,375.00	\$ 17,500.00
\$380.00	\$ 3,420.00
\$595.00	\$ 28,560.00
\$12.00	\$ 12,228.00
\$5,000.00	\$ 5,000.00

TOTAL \$ 465,402.00

BID SECURITY 5%
 START DATE N/A

\$ 196,966.00
 \$ 268,436.00



Memorandum

To: City of Dodge City Commission & the Ford County Commission

From: Community Facility Advisory Board (CFAB)

Date: January 13, 2021

Subject: Recommendation for 2021 CFAB Organizational Funding

Recommendation: CFAB recommends approval of \$110,000 for 2021 CFAB Organizational Funding Requests by the City of Dodge City and Ford County Commissions.

Background: City staff received five (5) grant applications for CFAB Organizational Funding totaling **\$143,981.70**. The amount of available funding is \$110,000.00.

The requests were as follows:

<u>2021 CFAB Organizational Funding Requests</u>	<u>2021 Recommended Funding</u>
• Dodge City Area Arts Council: \$15,193.00	\$ 15,000 Utilities, Insurance, Hourly wage
• Dodge City Roundup: \$75,090.30	\$ 45,000 N. Grandstand Base/Seats & and Portion of Contestant Payout
• Ford County Historical Society: \$20,300	\$ 20,000 Home of Stone & Medallions
• Kansas Teachers Hall of Fame: \$9,978.40	\$10,000 Utilities, Insurance, Security
• Young Guns Youth Rodeo: \$23,420.00	\$20,000 Rent, Sound, Staffing for Rodeos

Total Requests: \$143,981.70

Recommended Funding: \$110,000

Total Funding Available: \$110,000

Summary of Individual Organizational Funding Requests:

Applicant: Dodge City Arts Council

Requested Grant Amount: \$15,193.00

Recommended Grant Amount: \$15,000.00

Matching Funds: \$3,798.52

Total Project Cost: \$18,991.52

Proposed Project:

- \$3,889.52 Utilities (grant 80%)
- \$4,702 Insurance (grant 80%)
- \$10,400 Salary/Wages (\$6,500 grant)

Applicant: Dodge City Roundup

Requested Grant Amount: \$75,090.39

Recommended Grant Amount: \$45,000.00

Matching Funds: \$167,100.00

Total Project Cost: \$242,190.39

Proposed Projects:

- \$35,963.50 North Grandstand Base (grant 80%)
- \$18,226.89 North Grandstand Seating (grant 80%)
- \$188,000.00 PRCA Contestant Payout (\$1,649.00 grant)

Applicant: Kansas Teacher Hall of Fame

Requested Grant Amount: \$9,978.40

Recommended Grant Amount: \$10,000.00

Matching Funds: \$2,495.00

Total Project Cost: \$12,472.29

Proposed Projects:

- \$8,274.89 Utilities (grant 80%)
- \$3,694.00 Insurance (grant 80%)
- \$503.40 Security System (\$grant 80%)

Applicant: Ford County Historical Society

Requested Grant Amount: \$20,300

Recommended Grant Amount: \$20,000.00

Matching Funds: \$25,800

Total Project Cost: \$46,100

Proposed Projects:

- \$29,500 Home of Stone (\$16,800 grant)
- \$4,000 Trail of Fame 2 Medallions (\$3,200 grant)
- \$12,600 Fort Dodge Survey

Applicant: Young Guns Association

Requested Grant Amount: \$23,420.00

Recommended Grant Amount: \$20,000

Matching Funds: \$ 5,855.00

Total Project Cost: \$29,275.00

Proposed Projects:

- \$29,275.00-Operations (Costs below is 1st number is per weekend for total of 5 weekends for 10 youth events, 2nd number is total cost)
 - \$550/\$2,750 Building Rent
 - \$150/\$750 Sound System
 - \$1,400/\$8,400 Secretary
 - \$2,200/\$11,000 Judges
 - \$450/\$2,250 Timers
 - \$125/\$625 Insurance
 - \$300/\$1,500 EMT
 - \$400/\$2000 Announcer

(Grant 80% of building and sound and remaining funds to cover costs of staffing excluding Timers and Announcer)

Justification: The recommendation is based on the amount of funding available and priorities for each of the applicants.

Financial Considerations: The total available funds for 2021 Organizational Funding is \$710,000. The City and County recommend as a priority per the Inter-local agreement an amount not to exceed \$600,000 for funding costs and expenses of the County owned Expo Center and the City owned Santa Fe Depot or other Master Tourism implementation projects. This total amount shall be allocated one-half to the County and one-half to the City.

In addition, any Kansas not-for-profit, tax exempt corporation, organization with its principal offices located in Ford County and the principal function of which is to promote and or/preserve the western heritage of Dodge City and Ford County, the promotion of tourism and attracting visitors and conventions to the area through the construction and/or maintenance of public facilities and or conducting public activities may submit a request for Organizational Funding. The funding requests from these organizations for 2021 is **\$143,981.70**. and the total amount of funding available is \$110,000. Based on the funds available and funds requested, CFAB recommends funding the requests as recommended.

Legal Considerations: This recommendation meets the criteria set forth per the Inter-local Agreement.



Memorandum

To: City Commission
CC: City Manager Nick Hernandez
From: Abbey Martin, Public Information Officer
Date: January 14, 2021
Re: Advisory Board and Commission Appointments

The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions ended at 5 pm on January 8, 2021. Staff representatives have reviewed the applications and support the following Mayor's recommendations to the City Commission for appointment:

AIRPORT ADVISORY BOARD— Reappointment of Bob Growth and Dan Cammack. Appointment of Ricky Wallace.

BUILDING BOARD OF APPEALS— Reappointment of Winston Hines, Leonard Bockleman, Mike Weber, and Eli Cook. Appointment to fill vacant positions of Emil Vargas, Renee Cardenas, and Dana Williamson .

CONVENTION & VISITORS BUREAU— Reappointment to at large position of Beth Rhoten.

CULTURAL RELATIONS ADVISORY BOARD—Approval of the following designee positions: Allen Edwards (Cargill Designee), Bianca Alvarez (USD 443 Designee), and Anna Bjerken (Chamber of Commerce Designee).

DODGE CITY PLANNING COMMISSION— Reappointment of Laura Meade. Appointment of Ricky Wallace.

GOLF ADVISORY BOARD— Appointment of Jacob Ripple.

HISTORIC LANDMARK COMMISSION— Reappointment of Darleen Clifton-Smith and Doug Austen.

LIBRARY BOARD— Reappointment of Debbie Eddy. Appointment of Pete Myers.

SANTA FE TRAILS COMMUNITY CORRECTIONS ADVISORY BOARD— Reappointment of Shannon McGee. Approval of vacancy replacements with Jimmy Jones (New Chance

Director - Replaced Peggy Cecil) and Mike Robbins (Filled Vacancy left by Frank Herrera).



Memorandum

To: Mayor Rick Sowers
CC: City Manager Nick Hernandez
From: Abbey Martin, Public Information Officer
Date: January 12, 2021
Re: Advisory Board and Commission Appointments

The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions ended at 5 pm on January 8, 2021. The notice seeking applications was published in the Dodge City Daily Globe, on the City website, on the City Facebook page, and in the Community Newsletter. The following applications were received and are seeking appointment or reappointment (If a category does not have "Staff Recommendation" beside any names, the staff person was okay with all for recommendation):

AIRPORT ADVISORY BOARD *(select 3 - 3 expiring)*

- Bob Groth (reappointment)
- Dan Cammack (reappointment)
- Ricky Wallace

BUILDING BOARD OF APPEALS *(select 7 - 4 expiring, 3 vacant)*

- Winston Hines (reappointment)
- Leonard Bockleman (reappointment)
- Mike Weber (reappointment)
- Eli Cook (reappointment)
- Emil Vargas (application to fill vacancy)
- Renee Cardenas (application to fill vacancy)
- Dana Williamson (application to fill vacancy)

CONVENTION & VISITORS BUREAU

Hospitality *(select 2 - 1 expiring, 1 vacant)*

- _____
- _____

At Large *(select 1- 1 expiring)*

- Beth Rhoten (reappointment)

- _____

CULTURAL RELATIONS ADVISORY BOARD *(select 3 - 3 expiring - All Designee)*

- Allen Edwards (Cargill Designee)
- Bianca Alvarez (USD 443 Designee)
- Anna Bjerken (Chamber of Commerce Designee)

DODGE CITY PLANNING COMMISSION *(select 2 - 2 expiring)*

- Laura Mead (Reappointment)
- Ricky Wallace
- _____

GOLF ADVISORY BOARD *(select 1- 1 expiring)*

- _____ Ron Herrman (Reappointment)
- Jake Ripple (Staff Recommendation)
- _____ Ryan Rabe

HISTORIC LANDMARK COMMISSION *(select 3 - expiring)*

- Darleen Clifton-Smith (Reappointment)
- Doug Austen (Reappointment)
- _____

HOUSING AUTHORITY BOARD *(select 1 - 1 expiring)*

- _____
- _____

LIBRARY BOARD *(select 2 - 2 expiring)*

- Debbie Eddy (Reappointment)
- Pete Myers

SANTA FE TRAILS COMMUNITY CORRECTIONS ADVISORY BOARD *(select 3 - 2 expiring, 1 Vacant)*

- Jimmy Jones (New Chance Director - Replaced Peggy Cecil)
(Reappointment)
- Shannon McGee (Reappointment)
- Mike Robbins (Fill Vacancy left by Frank Herrera)



APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Ricky Wallace OCCUPATION: Hospital Administrator
ADDRESS: 3001 Avenue A Dodge City KS 67801 TELEPHONE: 620-225-8404
E-MAIL: rick.wallace@lpnt.net

Advisory Board(s) you wish to be considered for (*if seeking appointment to the Convention and Visitors Bureau Advisory Board, please state the appropriate sector you belong to: At-Large/Local Business, Attraction, or Hotel/Motel/Restaurant*):

Airport Advisory Board

Dodge City Planning Commission

Tell us about your educational background:

School	Dates Attended	Major
<u>University of Alabama at Birmingham</u>	<u>June 2010 - Dec 2012</u>	<u>Doctorate in Healthcare Leadership</u>
<u>Webster University</u>	<u>June 1990 - May 1992</u>	<u>Masters of Business Administration</u>

Work history:

Job and Title	Dates of Employment
<u>Chief Executive Officer Western Plains Medical Complex</u>	<u>Nov 1, 2020 to Present</u>
<u>Professor of Healthcare Leadership Northeastern University</u>	<u>Aug 16, 2016 - Oct 31, 2020</u>
<u>Chief Executive Officer</u>	<u>San Juan Regional medical Ctr Jan 2, 2010 - July 30, 2020</u>



To the best of your knowledge, would the appointment of you to the advisory board(s) listed above for consideration create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

NONE

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

Farmington (NM) City Planning Commission Focused on community industrial and civic growth; quality of life.

Enid and Vance AFB (OK) Community Council Focused on community collaborations.

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

I believe I have demonstrated leadership skills, consisting of critical thinking and evidence based decision-making.

I feel I have to 'pay the community back' in service to the community in which I live.

Understand the fiscal responsibility of government organizations and know the value of community growth.

Signature: R. D. Wallace Date: Dec 16, 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.

Thank you for your interest!



APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Renee Cardenas OCCUPATION: Electrician/Builder
 ADDRESS: 2310 Post AVE. TELEPHONE: 6206825679
 E-MAIL: Enterprisecontracting@outlook.com

Advisory Board(s) you wish to be considered for (*if seeking appointment to the Convention and Visitors Bureau Advisory Board, please state the appropriate sector you belong to: At-Large/Local Business, Attraction, or Hotel/Motel/Restaurant*):

To be considered for the Building Board of Appeal of Dodge City Kansas

Tell us about your educational background:

School	Dates Attended	Major
Dodge City High School	2001-2004	High School Diploma
Dodge City Community Colledge	2017-2019	NCCER LVL 1&2 Certificate

Work history:

Job and Title	Dates of Employment
Enterprise Electic And General Building Contracting LLC/ Owner	2020 to present
National Beef, Leadman Maintanace Mechanic	01/2008-03/2012
Electrical apprenticeship	04/2012-07/2015
National Beef & Cargill Leadman Electrician	08/2015-08/2020



To the best of your knowledge, would the appointment of you to the advisory board(s) listed above for consideration create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

No, there would be no conflicts of interest.

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

No, I have not served in any other advisory board, committee or any other public body.

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

NCCER Building Construction Level 1&2

OSHA 10, 30 in progress

Master Electrician

General Building Contractor A

Signature: Renee Cardenas

Date: 12/21/2020

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.

Thank you for your interest!



APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Emil Vargas OCCUPATION: Owner
 ADDRESS: 10754 Kettle Way, Dodge City Ks 67801 TELEPHONE: 620-339-5690
 E-MAIL: arctic.cool.heting@gmail.com

Advisory Board(s) you wish to be considered for *(if seeking appointment to the Convention and Visitors Bureau Advisory Board, please state the appropriate sector you belong to: At-Large/Local Business, Attraction, or Hotel/Motel/Restaurant):*

HVAC & PLUMBING

Tell us about your educational background:

School	Dates Attended	Major
Midland College	Years 1999-2001.	HVAC

Work history:

Job and Title	Dates of Employment
Stewart Plumbing & Heating.	2002-2003
Black Hills Energy	2003-2010
Ray Omo / Waldinger	2015-2018



To the best of your knowledge, would the appointment of you to the advisory board(s) listed above for consideration 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.

Signature: Ernie Hages

Date: 12-14-2020

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.

Thank you for your interest!



APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: DANA WILLIAMSON OCCUPATION: ARCHITECT
ADDRESS: 10397 UPLAND ROAD, DODGE CITY, KS 67801 TELEPHONE: 7858267062
E-MAIL: DANA@WILLIAMSONARCHITECTURE.COM

Advisory Board(s) you wish to be considered for (*if seeking appointment to the Convention and Visitors Bureau Advisory Board, please state the appropriate sector you belong to: At-Large/Local Business, Attraction, or Hotel/Motel/Restaurant*):

BUILDING BOARD OF APPEALS

Tell us about your educational background:

School	Dates Attended	Major
<u>BETHEL COLLEGE</u>	<u>2004-2008</u>	<u>B.A - ART</u>
<u>KANSAS STATE UNIVERSITY</u>	<u>2009-2014</u>	<u>MASTER OF ARCHITECTURE</u>

Work history:

Job and Title	Dates of Employment
<u>ASSOCIATE ARCHITECT BRUCE MCMILLAN AIA ARCHITECTS, PA</u>	<u>2014-2019</u>
<u>OWNER/ARCHITECT WILLIAMSON ARCHITECTURE</u>	<u>2019-PRESENT</u>



To the best of your knowledge, would the appointment of you to the advisory board(s) listed above for consideration create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

POSSIBLY; A PROJECT FOR WHICH I WAS HIRED TO CREATE THE PLANS AND/OR CODE COMPLIANCE PLAN MAY COME THROUGH THE APPEAL PROCESS, IN WHICH CASE I WOULD RECUSE MYSELF

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

I CURRENTLY SERVE ON THE HISTORIC LANDMARK COMMISSION FOR THE CITY OF DODGE CITY & HAVE ENJOYED THE EXPERIENCE;

I ALSO SERVE ON THE KANSAS STATE HISTORIC SITES BOARD OF REVIEW WHERE WE REVIEW SUBMISSIONS/APPLICATIONS FOR BUILDINGS/SITES/LANDMARKS/ETC.

TO BE LISTED ON THE STATE REGISTER OF HISTORIC PLACES & MAKE RECOMMENDATIONS TO THE SECRETARY OF STATE FOR THOSE SITES TO BE CONSIDERED FOR THE NATIONAL REGISTER;

I AM ALSO A BOARD MEMBER FOR THE KANSAS PRESERVATION ALLIANCE, WHICH PROVIDES RESOURCES FOR REGISTER-LISTED SITES IN KANSAS TO MAINTAIN/PRESERVE THEIR HISTORIC PROPERTIES.

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

AS AN ARCHITECT, I AM CONSTANTLY REFERRING TO THE LOCAL- & STATE-APPROVED CODES; I AM MOST FAMILIAR WITH THE IBC, BOTH COMMERCIAL & RESIDENTIAL

[INCLUDING SEVERAL DIFFERENT EDITIONS OF THE IBC, DEPENDING ON THE LOCATION OF THE PROJECT] AND THE NFPA, ALTHOUGH I HAVE A PASSING

FAMILIARITY WITH OTHER APPLICABLE CODES [MECHANICAL, ELECTRICAL, PLUMBING, ENERGY, ETC.]; ANOTHER ASPECT OF MY JOB IS TO UNDERSTAND HOW

TO WORK WITH CONTRACTORS & CLIENTS TO DETERMINE HOW TO BEST APPLY THE CODE IN DIFFERENT SITUATIONS WHERE THE CODES MAY BE VAGUE OR CONFLICTING.

Signature: DANA WILLIAMSON

Date: 2020.12.17

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: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: January 14, 2021
Subject: Agreed-upon Procedures Engagement Letter
Agenda Item: New Business

Recommendation: I recommend approval of the agreed-upon procedures engagement letter with Kennedy McKee & Company for the year ending December 31, 2020.

Background: This proposal from Kennedy McKee & Company LLP is to perform an agreed-upon procedures engagement due to the change from GAAP to KMAAG. The bond covenants on debt that is already issued requires disclosure of a change in accounting principles and this qualifies as that. Kennedy McKee & Company will assist in preparing the information needed to show the difference between the GAAP and cash basis that will be required to be submitted with the required annual bond disclosures. The fees for these services will be based on actual time spent billed at the standard hourly rate based on responsibility and experience of the staff assigned to the audit, plus other out-of-pocket costs. The detailed procedures are outlined in the attached engagement letter. Kennedy McKee & Company has been conducting the City's audit for the past several years. They have extensive background information on the City of Dodge City, know our organization and the financial policies and procedures, work well with the city employees and have done an excellent job.

Justification: This engagement will be necessary for 2020 due to the change from GAAP to KMAAG. The bond disclosure requires a statement showing the difference between the two basis of accounting in the initial year of the change.

Financial Considerations: The audit is an annually budgeted item. Due to the change from GAAP to KMAAG this engagement is necessary due to bond covenants and will be billed at the standard hourly rate based on the experience level of the staff assigned to the audit.

Purpose/Mission: To promote transparency with residents.

Legal Considerations: None

Attachments: Proposed engagement letter.

Kennedy
McKee & Company LLP Certified Public Accountants

1100 W. Frontview
P. O. Box 1477
Dodge City, Kansas 67801
Tel. (620) 227-3135
Fax (620) 227-2308
www.kmc-cpa.com

JAMES W. KENNEDY, CPA
PATRICK M. FRIESS, CPA
JOHN W. HENDRICKSON, CPA
JEREMY J. APPEL, CPA

January 13, 2021

City Commission
City of Dodge City, Kansas
P.O. Box 880
Dodge City, KS 67801

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide to the City of Dodge City, Kansas.

We will apply certain agreed-upon procedures to convert regulatory basis audited financial statement to financial statements in accordance with U.S. generally accepted accounting principles for the purpose of meeting the requirements of the City of Dodge City, Kansas' bond continuing disclosure for the year ended December 31, 2020. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the City of Dodge City, Kansas' management and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion on any of the items specified in the supplement or on the financial statements of the City of Dodge City, Kansas taken as a whole. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City of Dodge City, Kansas and the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website and should not be used by anyone other than these specified parties. Our report will also contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the conversion from regulatory basis to U.S. generally accepted accounting principles that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the conversion from regulatory basis to U.S. generally accepted accounting principles, we will disclose those matters in our report.

You are responsible for the proper recording of the transactions in the accounting records and for preparation of financial statements and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

John W. Hendrickson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the skill required. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Very truly yours,


Kennedy McKee & Company LLP

RESPONSE:

The letter correctly sets forth the understanding of the City of Dodge City, Kansas.

Signature of City Official

Date



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: January 14, 2021
Subject: Audit Engagement Letter
Agenda Item: New Business

Recommendation: I recommend approval of the audit engagement letter with Kennedy McKee & Company for the year ending December 31, 2020.

Background: This proposal from Kennedy McKee & Company LLP is to audit the City of Dodge City's financial statement for the year ending December 31, 2020. The fees for these services will be based on actual time spent plus other out-of-pocket costs and will be billed at the standard hourly rates based on the experience level and responsibility level of the staff assigned to the audit. The fee for 2019 was a not to exceed amount of \$49,225 plus \$95 per hour for the audit of Federal financial assistance programs. The fee in 2017 for the years ending 2017 and 2018 was \$46,850 plus \$90 per hour for the audit of Federal financial assistance programs. The detailed audit objectives, management responsibilities and audit procedures are outlined in the attached audit engagement letter. Kennedy McKee & Company has been conducting the City's audit for the past several years. They have extensive background information on the City of Dodge City, know our organization and the financial policies and procedures, work well with the city employees and have done an excellent job.

Justification: All municipalities of our size are required to have an annual audit.

Financial Considerations: This is an annually budgeted item. Due to the change from GAAP to KMAAG the audit will be billed at the standard hourly rate based on the experience level of the staff assigned to the audit. For following years, the fees will return to a not to exceed amount.

Purpose/Mission: To promote transparency with residents.

Legal Considerations: None

Attachments: Proposed engagement letter.

SUPPLEMENT TO ENGAGEMENT LETTER
PROCEDURES TO BE PERFORMED REQUIRED BY
THE CITY OF DODGE CITY KANSAS' CONTINUING DISCLOSURE

In accordance with our proposed engagement, the procedures to be performed are summarized as follows:

1. Obtain a copy of the regulatory basis financial statement for the year ended December 31, 2020.
2. Obtain a copy of the U.S. generally accepted accounting principles financial statements for the year ended December 31, 2019.
3. Obtain the following year-end accrual items for governmental activities and business-type activities.
 - a. Receivables – taxes receivable, utility receivables, sales tax receivable, grants receivable, lottery tax receivable, franchise tax receivable and other miscellaneous receivables.
 - b. Inventory – water department, transportation department, golf course, and land held for investment.
 - c. Capital assets – property reports summarizing cost, depreciation expense, accumulated depreciation and construction in progress activity.
 - d. Long-term debt – schedule of bond issuances, debt service principal and interest payments, schedule of bond premium/discount accretion/amortization and unaccreted/unamortized balances, schedule of accrued interest payable.
 - e. Accrued payroll, sick leave bank, net pension liability including related deferred inflows and outflows, early retirement payable.
4. We will convert the regulatory basis financial statement to U.S. generally accepted accounting principles financial statements for governmental and business-type activities based on the information obtained in items 1, 2 and 3.

Kennedy
McKee & Company LLP Certified Public Accountants

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P. O. Box 1477
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JAMES W. KENNEDY, CPA
PATRICK M. FRIESS, CPA
JOHN W. HENDRICKSON, CPA
JEREMY J. APPEL, CPA

January 13, 2021

City Commission
City of Dodge City, Kansas
P.O. Box 880
Dodge City, KS 67801

We are pleased to confirm our understanding of the services we are to provide City of Dodge City, Kansas, a municipality, for the year ended December 31, 2020. We will audit the financial statement as of and for the year ended December 31, 2020.

We have been engaged to report on the regulatory-required supplementary information (RRSI) that accompanies the City's financial statement. We will subject the following RRSI to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

1. Schedule 1, Summary of Regulatory Basis Expenditures – Actual and Budget
2. Schedule 2, Schedules of Regulatory Basis Receipts and Expenditures
3. Schedule 3, Schedule of Regulatory Basis Receipts and Disbursements – Agency Funds

We have also been engaged to report on supplementary information other than RRSI that accompanies the City's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statement:

1. Schedule of Expenditures of Federal Awards

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statement is fairly presented, in all material respects, in conformity with the *Kansas Municipal Audit and Accounting Guide (KMAAG)* and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America (GAAP) and to report on the fairness of the RRSI referred to in the second paragraph and the other supplementary information other than RRSI referred to in the third paragraph when considered in relation to the financial statement as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the KMAAG, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statement; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statement and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statement. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will assist in preparing the financial statement, and related notes of the City in conformity with the KMAAG and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement, and related notes, and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statement, schedule of expenditures of federal awards, and all accompanying information in conformity with the KMAAG and the practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from GAAP, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statement readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the RRSI in conformity with the KMAAG and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from GAAP. You agree to include our report on the RRSI in any document that contains and indicates that we have reported on the RRSI. You also agree to include the audited financial statement with any presentation of the RRSI that includes our report thereon. Your responsibilities include acknowledging to us in the management representation letter that (1) you are responsible for presentation of the RRSI in accordance with the KMAAG; (2) you believe the RRSI, including its form and content, is fairly presented in accordance with the KMAAG; (3) the methods or measurement of presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RRSI.

Management understands and acknowledges the following with regards to the financial statement:

- The purpose for using the KMAAG regulatory basis framework is to comply with the statutory provisions applicable to the City for preparation of the financial statement on a basis of accounting other than GAAP;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statement that are appropriate to the KMAAG regulatory basis framework, including:
 - A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP.
 - Informative disclosures similar to those required by GAAP for items contained in the financial statement that are the same as, or similar to, those in financial statements prepared in accordance with GAAP; and
 - Any additional disclosures beyond those specifically required by the KMAAG regulatory basis framework that may be considered necessary to achieve fair presentation of the financial statement.
 - Management has chosen not to include the financial information of any related municipal entities in this financial statement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statement, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement and related notes and that you have reviewed and approved the financial statement and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Auditor's Responsibility

We will also be responsible for the following with regard to the audit of the financial statement:

- For complying with all auditing standards generally accepted in the United States of America as relevant to and adapted to the circumstances of the audit of the financial statement;
- For evaluating whether the financial statement is suitably titled, adequately refers to or describes the KMAAG regulatory basis framework, includes a summary of significant accounting policies, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described in Management's Responsibilities above;
- For evaluating whether the financial statement achieves fair presentation with regard to the KMAAG regulatory basis framework and forming the appropriate opinion on the financial statement taken as a whole; and
- Because the financial statement is intended for general use, we are responsible for expressing an opinion as to the fair presentation of the financial statement in accordance with GAAP, in addition to expressing an opinion about whether the financial statement is prepared in accordance with the KMAAG regulatory basis framework.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including the financial statement, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kennedy McKee & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for the audit, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kennedy McKee & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency or the oversight agency for the audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will begin our audit on a mutually agreed-upon date. John W. Hendrickson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus expenses (such as report reproduction, postage, copies, filing fees, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees may be rendered as work progresses up to 75% of the contract amount, and are payable on presentation. The final billing will be sent after the report has been filed with the Director of Accounts and Reports. The fee for tax returns and any other work outside the scope of the audit will be charged at our standard hourly rates plus expenses.

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Dodge City, Kansas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Kennedy McKee & Company LLP



John W. Hendrickson
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Dodge City, Kansas.

By: _____

Title: _____

Date: _____