

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, April 5, 2021

7:00 p.m.

MEETING #5180

Public is welcome although seats are limited for social distancing; or you can view as follows:

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.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Rev. Jerry Nolte of First United Methodist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Public Hearing on the Rural Housing Incentive District (Milstock).

APPROVAL OF AGENDA

SUBMIT QUESTIONS OR COMMENTS

PETITIONS & PROCLAMATIONS

National Library Week 2021 Proclamation

Child Abuse Proclamation

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 Ceremonies - Police Chief, Drew Francis

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 15, 2021.
2. Appropriation Ordinance No.7, April 5, 2021.
3. Cereal Malt Beverage License:
 - a. Quick Pick, 2501 Central Avenue.
4. Approval of Dodge City Airport Lease with Mid-Trans Corporation.
5. Approval of Annual Arbor Day Tree Memorials/Dedications at Hennessey Hall.

ORDINANCES & RESOLUTIONS

Ordinance No. 3753: An Ordinance Vacating Alley Right-Of-Way North of Elm Street, Between Eleventh Street and Twelfth Street, of Amended Plat of Olive's Addition. Report by Planning & Zoning Administrator, Nathan Littrell.

Resolution No. 2021-07: A Resolution of the City of Dodge City, Kansas Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof (Street Scapes). Report by Finance Director, Nicole May.

Resolution No. 2021-08: A Resolution of the City of Dodge City, Kansas Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof (2021 Streets and Public Works). Report by Finance Director, Nicole May.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bids for Two 1 Ton Flatbed Trucks for Public Works (Street Division). Report by Director of Administration, Ryan Reid.
2. Approval of the Purchase of Three Hundred and Thirty (330) New Water Meters. Report by Superintendent of Public Works, Corey Keller.
3. Approval to Name the Recycling Building. Report by Superintendent of Public Works, Corey Keller.
4. Approval of Crack Sealing. Report by City Engineer, Tanner Rutschman.
5. Approval of Proposal for the Rebein/Goodnight Property. Report by City Manager, Nick Hernandez.
6. Approval of Adoption of New Official City of Dodge City Flag. Report by Public Information Officer, Abbey Martin.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

**National Library Week 2021
Proclamation**

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, and campuses, serving their communities;

WHEREAS, libraries are accessible and inclusive places that foster a sense of belonging and community;

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

WHEREAS, for people lacking broadband at home, libraries provide access to computers and wi-fi, even checking out internet hotspots and laptops;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs;

WHEREAS, in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I Mayor Rick Sowers proclaim National Library Week, April 4-10, 2021. During this week, I encourage all residents to visit their library online to access resources and services. Because of you, Libraries Transform lives and communities.

ATTEST:

Mayor

City Clerk

Child Abuse Prevention Month 2021 Proclamation

Whereas we can build healthier, safer, and thriving communities if we take the same approach to raising families that we do to tending a community garden on a shared piece of land; and

Whereas, children are locally grown and have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

Whereas, hope and commitment are powerful fertilizers that strengthen and support Kansas' families thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and

Whereas, we must come together as partners to nurture, heal and grow together because prevention happens in partnership; and

Whereas, by growing a better tomorrow for all children, together, we can ensure that Kansas children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

Therefore, I, Rick Sowers, Mayor of Dodge City, Kansas, do hereby proclaim April 2021 as Child Abuse Prevention month.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, March 15, 2021
7:00 p.m.
MEETING #5179

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: Mayor Rick Sowers, Commissioners Kent Smoll, Brian Delzeit, Blanca Soto, Joseph Nuci

INVOCATION by Marcia Couch

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Brian Delzeit made a motion to accept the agenda as presented. Commissioner Blanca Soto seconded the motion. The motion carried 5 - 0.

SUBMIT QUESTIONS OR COMMENTS

PETITIONS & PROCLAMATIONS

Mayor Rick Sowers read the National Natural Gas Utility Workers' Day Proclamation and proclaimed March 18, 2021 as National Natural Gas Utility Workers' Day. James Williams, Community Affairs Manager for the State of Kansas of Black Hills Energy and on behalf of the employees of Black Hills Energy wanted to thank the commission for recognizing the team on this special occasion.

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

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, March 1, 2021.
2. Approval of City Commission Meeting Minutes, March 1, 2021.
3. Appropriation Ordinance No.6, March 15, 2021.

4. Cereal Malt Beverage License:
 - a. Tacos Jalisco, 412 E. Wyatt Earp Blvd,
 - b. Dodge City A's , San Jose,
5. Approval of Community Facility Advisory Board Member Appointment.
6. Approval of Extension of Hennessy Hall Lease Agreement with First Step Counseling, LLC.

Commissioner Kent Smoll moved to approve the consent calendar as presented.
Commissioner Josph Nuci seconded the motion. The motion carried 5 -0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Brian Delzeit moved to approve the CDBG Local Revolving Loan Fund Grant in the amount of \$6,324.28 to Liberty Group of Investments (Dodge House Saloon) Commissioner Blanca Soto seconded the motion. Commissioner Delzeit amended the motion to include the Great Plains Development request of \$10,710, which is 90% of the \$12,000 administration fee and to give permission to the mayor to sign the Letter of Determination. Commissioner Blanca Soto seconded the amendment. The motion carried 5 - 0.
2. Commissioner Kent Smoll moved to approve the Consulting Service Agreement with SMH Consultants in the amount of \$70,982.50 for the Milstock Avenue Infrastructure Design. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.
3. Commissioner Blanca Soto moved to approve the bids from Building Solutions in the amount of \$2,062,053.40 for the construction of the Sixth Avenue and Iron Road Improvement Project. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.
4. Commissioner Kent Smoll moved to approve the proposal from Luminous Neon, Inc. in the amount of \$68,869.00 and the cost to the city after insurance of \$25,000 for the color LED Sign for Dodge City Race Way Park. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.
5. Commissioner Brian Delzeit moved to approve the Memorial/Dedication Policy for the naming of City Parks. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk

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

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

City or County of City of Dodge City

SECTION 1 - LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One:			
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.			
<input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.			
SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>27-13882108</u>			
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application)			
Name	Phone No.	Date of Birth	
<u>Nageeb Alhaj</u>	<u>620-408-7710</u>	<u>01-01-1968</u>	
Residence Street Address	City	Zip Code	
<u>32010 Gary Ave</u>	<u>Dodge City KS</u>	<u>67801</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>Laura Alhaj</u>	<u>620-408-7710</u>	<u>07-10-1983</u>	
Residence Street Address	City	Zip Code	
<u>32010 Gary Ave</u>	<u>Dodge City KS</u>	<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	Name		
<u>Quick Pick 1</u>			
Business Location Address	Address		
<u>2501 Central Ave</u>			
City State Zip	City State Zip		
<u>Dodge City KS 67801</u>			
Business Phone No.	<input type="checkbox"/> I own the proposed business location.		
<u>620-371-7217</u>	<input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s)	<u>Nageeb Alhaj</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>18</u> years.			
I am at least 21 years old.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



Memorandum

To: City Manager
City Commissioners
From: Corey Keller Public Works Director
Date: March 31, 2021
Subject: Med Trans Lease Agreement
Agenda Item: Consent Calendar

Recommendation: To enter into an agreement with Med-Trans Corporation to lease a 70'x90' piece of ground north west of the ARFF building located at the Airport.

Justification: Attached is the signed lease agreement with Med-Trans Corporation. They have agreed to the terms, to lease sixty-three hundred (6300) square feet of land located north west of the ARFF building. The lease is a five-year term. The amount of the lease is \$630.00 annually and will increase by two percent each year for five years. The land lease is comparable with other land leases at the Airport. The cost was also compared to similar land leases in Garden City, Liberal and Hays.

The lease will become effective as of January 1, 2021 and end on December 31, 2026. Signatures of both parties will activate the lease. Med Trans and I have already agreed to the terms and have signed the document. The Commission's approval will complete the process.

Financial Considerations: Med Trans Corporation will pay the City an annual fee for the five-year term. The fees will increase two percent annually for the five-year term.

Legal Considerations: Legal has reviewed the document and is in agreement with the terms.

Attachments: Lease Agreement

CITY OF DODGE CITY AIRPORT LEASE WITH MED-TRANS CORPORATION

LEASE. This lease is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (City) and Med-Trans Corporation (Lessee):

1. PREMISES. The City, in consideration of the rent, agreements and conditions as set forth herein to be paid and performed by Lessee, does hereby lease to the Lessee, subject to the terms and conditions set forth herein, the land and facilities located at the Dodge City Regional Airport and referred to herein after as the "Premises."

a. Land Lease 70'x 90' piece of ground located north west of the ARFF building as describe in **Exhibit A** of this lease. This is a land lease only no structures are included. The rent is \$630.00 yearly basic rent.

2. RENTAL FEE:

A. The sum of \$ 630.00 is the annual basic rent and will commence on January 1st, 2020. Yearly installments will be due on the 1st day of each January thereafter. Each January 1st, the rental fee will increase by 2%. This change will effect the rental fee for all subsequent years of the lease, including those resulting from any renewals, until its expiration. The City, as a courtesy, will provide written notice of this change at the end of the 1st November of each calendar year; however this is not a requirement for the implementation of these annual monthly basic rent changes. The annual increase is as shown below:

	2021	2022	2023	2024	2025	2026
2.0%	\$630.00	\$642.60	\$655.50	\$668.60	\$682.00	\$695.60

This change will effect the rental fee for all subsequent years of the lease, including those resulting from any renewals, until its expiration. The City, as a courtesy, will provide written notice of this change at the end of the 1st quarter of each calendar year, however this is not a requirement for the implementation of these annual fee changes.

B. All rent shall be paid without prior demand therefore at the City's business office, Dodge City Regional Airport, P.O. Box 880, Dodge City, KS 67801.

3. LATE CHARGES. In the event Lessee has failed to pay the rent and other amounts due to the City, on or before the first (1st) day of the month due, the Lessee shall owe, as additional rent, a late charge equal to five percent (5%) of the amount of the monthly payment(s) then due.

4. TERM. This lease commences on January 1, 2021 and expires on December 1, 2026 inclusive, a period of 5 years. This lease may be extended by mutual agreement of the parties or in compliance with any option for renewal provided in Paragraph five (5) of this lease.

5. OPTION TO RENEW:

A. Lessee shall have the option to renew this lease for an additional five (5) year term unless the lease has been terminated as a result of voluntary withdrawal, destruction of Premises, or Lessee's default or breach.

B. Lessee shall deliver to the City written notice of its intent to renew at least sixty (60) days prior to the expiration of the original term.

C. The rent shall be adjusted each year during the renewal term of this lease in proportion to the change in the CPI-U Midwest Urban Cities (Consumer Price Index) over the previous year.

D. Except for rental fee, all agreements and conditions in this lease shall remain in full force and effect for the renewal term unless the parties otherwise agree in writing.

6. ACCEPTANCE OF PREMISES, CONDITION REPORT:

A. Lessee acknowledges it has inspected and noted the condition of Premises and accepts said Premises in their present condition and without representation or warranty by the City and without alterations, repairs or additions thereto.

B. A representative of the City shall inspect the Premises not later than five (5) days after City approval of this lease. The Lessee shall have the right to be present at such inspection. The City shall prepare a Condition Report as a result of such inspection, which shall inventory the condition of the Premises. The representative of the City and Lessee shall sign the Condition Report and a copy shall be provided to Lessee. Should the Lessee fail or refuse to sign the Report, such fact shall be noted on the Report in lieu of Lessee's signature. This Condition Report shall be the basis upon which the City determines whether or not the Premises have been maintained properly under the terms of this lease, and whether or not waste or destruction has occurred. The Report shall itemize any personal property on the Premises belonging to the City for which Lessee is responsible.

7. USE OF PREMISES.

A. Lessee shall comply with all Federal, State and Local laws, ordinances and administrative regulations applicable to the leased premises and Lessee's use and occupation thereof. Lessee shall also comply with all policies and use restrictions of the City, including subsequent modifications or changes thereto, which are applicable to the leased premises, Lessee's use thereof, and all City property.

B. Lessee shall not occupy premises for any unlawful purpose or for any purpose which constitutes a nuisance, is harmful to, or interferes unreasonably with the rights of any other person including the City and its tenants.

C. Lessee will have roof access of any leased facilities to install microwave antennas, at its own cost, with prior approval from FAA, NOAA and the Airport Manager, which approval is subject to revocation in the event of interference with equipment or services provided by FAA or NOAA.

8. REPAIRS AND MAINTENANCE:

City agrees that it will be responsible for major repairs and maintenance within budget limitations including the removal of snow on the airport premises; ramp, runways, taxiways, hangars, parking lot and airport entrance road. For purposes hereof, "major" shall be defined as any one occurrence or condition requiring an expenditure of one hundred dollars (\$100.00) or more to correct, labor and materials included. All minor repairs shall be the responsibility of Lessee.

A. Lessee shall make all repairs, whether structural or otherwise, necessary to preserve the premises in as good of condition as when leased, normal wear and tear excepted, or as otherwise provided for in this lease. The quality of repair work shall be at least equal to that of original construction, and in accordance with building codes in affect at the time of such repairs.

B. Lessee shall permit no waste or injury to occur to the premises, and at all times, shall keep premises safe and clean and shall comply with all laws and regulations governing care and maintenance of premises. Lessee shall remove rubbish which may accumulate on premises, and make every attempt to give premises a pleasing appearance, all at Lessee's sole expense. Lessee shall not permit materials, supplies or equipment to be stored outside of buildings without the prior written consent of the City.

C. In the event Lessee fails to comply with requirements of this paragraph, the City shall have the option either to treat such failure as a default and breach and terminate this lease as provided in paragraph 23 or, after giving notice and opportunity to cure such failure as provided in paragraph 24, the City may perform all repairs and maintenance necessary to cure such failure and add the cost thereof to basic rent due in the month following the date such costs are incurred.

D. Notwithstanding any other provision of this lease, in the event:

1) Lessee fails, in the sole judgment of the City, to take necessary precautions to protect the leased Premises or personal property thereon from the elements, or the security thereof;

2) Lessee's maintenance or use of the premises is such that it constitutes a fire hazard or otherwise endangers the leased Premises, or

3) Lessee's conduct endangers property owned by the City, or persons on the leased Premises or in adjacent the City property; then the City or its authorized representatives may forthwith come upon the Premises and take all reasonable and necessary steps to correct such danger or condition. The expenses in making such corrections shall be billed to Lessee and shall be due and payable by Lessee to the City the first of the month subsequent to such billing.

E. The requirements for repairs and maintenance required by this Paragraph shall not make Lessee the agent or trustee of the City for any purpose, and the provisions of Paragraph 7 of this lease shall be controlling. Nothing in Paragraph 7 of this lease concerning the use of Premises or in any other provision of this lease shall be construed to create any such agency or trustee relationship.

9. PERMANENT IMPROVEMENTS TO PREMISES:

A. To the extent allowed by the existing budget environment, the City is obligated to rebuild, replace, maintain, repair, improve, enlarge or remodel premises. At its sole expense, Lessee may make permanent improvements to premises either by enlarging or remodeling current improvements or constructing new improvements provided the City gives prior approval in writing, and Lessee submits detailed construction and site plan of proposed improvements for the City's final approval prior to commencement of construction. All permanent improvements shall become part of premises and property of the City and shall conform to the following minimum requirements unless specifically waived by the City in writing.

1) Any new buildings or additions to buildings now on premises shall be restricted to commercial, industrial or warehouse use as approved by the City.

2) Outside walls of all new buildings or additions must be of masonry construction, decorative metal or their equivalent.

3) All roofs shall be constructed from fire resistant material.

4) All signage shall comply with the 2009 Dodge City Zoning Ordinance.

5) Lessee shall obtain and pay for all requisite government permit and authorizations related to new construction on premises prior to commencement thereof; Lessee shall comply with applicable building and zoning laws and ordinances and other government regulations and requirements.

6) All construction shall be prosecuted to completion with diligence in a workmanlike manner.

B. Permanent improvements shall be defined as all improvements which attach either to the premises or any improvements thereon including, without limitation, all structural and nonstructural improvements, plumbing and electrical equipment and fixtures and all property including fixtures, equipment and personal property which cannot be removed without undue damage to premises or which would be of insignificant value after removal from premises. Other examples, again without limitation, shall include attach carpet and other floor covering, draperies, light fixtures, wall panel and permanently installed equipment. All such permanent improvements shall become property of the City when installed, unless the City otherwise agrees in writing. Lessee shall not convey a security interest in any permanent improvements to any creditor.

C. The City's approval of permanent improvements to be made by Lessee shall not make Lessee the agent or trustee of the City for any purpose, and the provisions of Paragraph 12 and Paragraph 8 shall be controlling. The Lessee shall not construe anything in Paragraph 7 of this lease, concerning the use of premises, or in any other provisions of this lease as written approval by the City for permanent improvements.

10. OWNERSHIP OF PERSONAL PROPERTY AND TRADE FIXTURES:

A. Any personal property, furniture, fixtures, or equipment owned by the City and located on premises at any time during the term of this lease shall remain the property of the City and shall not be removed from premise without the City's written consent; Lessee may use such property in the conduct of its business, but shall suffer no waste or injury thereto, reasonable wear and tear excepted, and at all times shall keep such property clean and shall perform ordinary maintenance necessary to the preservation thereof; the City has no obligation either to rebuild, replace, maintain, repair, improve or remodel such personal property, furniture, fixtures or equipment being used by Lessee; Lessee shall repair and maintain such property a Lessee's sole expense. Lessee shall be liable to the City for destruction of such property resulting from Lessee's negligence or misuse thereof.

B. Lessee may replace or install on Premises, at its sole expense, such personal property, furniture, trade fixtures and equipment as it shall deem necessary for the conduct of its business; Lessee shall have the privilege, at any time during the term of this lease, of removing any and all of its personal property, furniture, trade fixtures and equipment except as provided hereafter and only so long as no permanent improvements as defined in Paragraph 10 of this lease shall be removed from premises without the City's written consent. Lessee shall be liable to the City for all damages to premises resulting from Lessee's removal of any property.

C. Forthwith upon termination of this lease for any reason, the Lessee shall remove all of its personal property from the leased Premises. In the event Lessee fails to remove its personal property, then the City may, at the City's option, take possession of the property, store it at Lessee's expense, and sell or otherwise dispose of the same. The City shall, however, provide written notification to Lessee by depositing a copy of a notice thereof in the United States mail, postage prepaid, addressed to Lessee at Lessee's address as specified in this lease. Such notice shall state the name of the Lessee, a brief description of the property and the date that the City intends to sell or otherwise dispose of such property. So long as the City complies with the notice provisions as herein set forth, the City shall not be liable either to Lessee or to any other person who claims any interest in any property sold or otherwise disposed of except as to any secured creditor who gives written notice to the City of his or her interest in the property prior to the time of sale or disposition. In the event the City has taken custody and possession of personal property pursuant to this provision, the Lessee shall have no right to the return thereof unless and until Lessee has paid all rent or other monies due and owing to the City and the reasonable expenses incurred by the City in holding and preparing the property for sale. In the event the City sells the property of Lessee, it shall be applied first to pay the City's expenses, then to reimburse the City for any rents or other monies due, and if any money remains, the City shall return it to the Lessee. Lessee shall protect, indemnify and save the City, its agent and employees harmless from any and all claims for damages to said property while in the City's possession, whether such property is owned by Lessee, its officers, employees, agents or anyone else.

11. TOTAL AND PARTIAL DESTRUCTION OF PREMISES:

A. Partial Destruction: In the event premises covered by this lease are not totally destroyed but are damaged by fire, wind or other occurrence to the extent that such damage is, within the sole opinion of the City, repairable with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then:

1) The City may, at the City's option, either elect to repair the premises or to cancel this lease. In the event such lease is canceled, it shall be canceled as of the date of the damage or destruction, and no rent shall be due and payable thereafter. In the event the City elects to have the premises repaired, the repairs shall be completed as soon as reasonably practicable, and all insurance monies covering the premises shall be available to the City in making such repairs. The City shall not be liable to spend any money on repairs over and above the insurance proceeds. In the event no election to repair is made, then all insurance proceeds on the premises shall become the sole property of the City.

2) In the event that the premises are to be repaired, then this lease shall continue in full force and effect, but rent due and owing from the Lessee to the City shall be abated from the date of partial destruction to the date the repairs are completed in the same ratio as that portion of the premises which is rendered unfit for occupancy bears to the whole.

B. Total Destruction: If, in the sole opinion of the City, there is total destruction of the premises, or, in the sole opinion of the City, the premises are so damaged or destroyed so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then:

1) Either party to this lease may terminate this lease by giving the other party written notification of such termination within fifteen (15) days after the occurrence of such damage or destruction (except that the Lessee may not exercise this option if such total destruction is the proximate result of the negligence of Lessee, its agents, servants or employees). In the event of termination, any unearned rent paid in advance by Lessee shall be refunded. In the event of termination by either party, all insurance proceeds applicable to the premises shall be the sole property of and shall be paid to the City.

2) Should neither party elect to terminate the lease, the City shall have the option to enter into negotiations for a mutually agreeable substitute lease with all insurance proceeds being used for the construction of a substitute building.

3) In no event shall the City, at any time, be required to restore premises or construct any building the total cost of which shall exceed the insurance available by reason of the destruction of the leased premises.

12. NO MECHANICS LIENS, NO AGENCY CREATED. Lessee is not the agent, partner or trustee of the City, and by this lease, Lessee acquires no rights to act for or on behalf of the City in regard to the repairs or building of any structure upon the Leased Premises. The City is not, and shall not, be liable for any labor, services or material furnished to Lessee, its officers, employees, agents or anybody claiming under this lease. No materialmen or persons furnishing labor or other services to Lessee shall have the right to file any lien upon the Leased Premises, and no mechanics lien filed by any such materialmen, workers or other persons shall attach to said Premises or affect the City's interest as owner of the Leased Premises. Lessee shall not, at any time, hold him/herself out as having any authority to act for and on behalf of the City or create a lien on the Leased Premises. Should any lien be filed against the Leased Premises by reason of any services, materials or work furnished for and on behalf of Lessee, the same shall constitute a breach of this lease by Lessee, and Lessee shall immediately cause the discharge of any such lien.

13. CONTEST OF LIENS:

A. Notwithstanding provisions of Paragraph 12 of this lease, Lessee shall have the right to contest any mechanics lien or other similar lien if Lessee notifies the City in writing of its intention to do so.

B. On demand of the City, Lessee shall provide a bond in the City's favor, the face amount of which shall be at least twice the amount of the lien claim contested to indemnify and protect the City against liability, loss, damage an expense of any nature resulting from said asserted lien and the contest thereof; if Lessee diligently prosecutes such contest, prevents any judicial sale of any part of Premises and pays or otherwise satisfies a final judgment enforcing such contested lien claim and thereafter promptly procures record releases or satisfaction thereof, Lessee shall be discharged and the bond released.

14. INDEMNITY:

A. Lessee shall indemnify, protect, defend and save the City harmless from and against all claims, demands, liabilities and costs, including attorneys fee arising from damage or injury, actual or claimed, of whatever kind or character to property or persons allegedly occurring on or about Premises during this lease term or Lessee's period of actual possession of Premises, whichever is longer. Upon

notice from the City, Lessee shall defend the City in any action or proceeding brought in connection with such claims and demands.

B. Nothing in this paragraph shall require Lessee to indemnify, protect, defend and save the City harmless against claims, demands, liabilities and costs arising from negligence of the City, its officers, employees, agents, license and invitees.

15. INSURANCE:

A. Lessee, at its sole expense, shall maintain public liability insurance to protect against any liability which may arise from accident or injury on or about the said Premises; such liability insurance coverage shall have the following minimum requirements:

- 1) This policy shall be on a Comprehensive General Liability form.
- 2) The City shall be an additional insured as Lessor of the Premises.
- 3) Policy limits shall be at least: \$1,000,000 per occurrence, \$2,000,000 aggregate.

B. The City reserves the right to require additional insurance if, in its sole discretion, the City deems such additional coverage to be necessary because of a substantial change in Lessee's operations or for any other reason. The Lessee shall pay the cost of any such additional insurance coverage.

C. Lessee shall procure any insurance coverage required by this lease through companies authorized to write insurance in Kansas as selected by the Lessee and approved in writing by the City. Lessee may include the required insurance coverage under its existing insurance policy, provided each insurance requirement of this lease is fulfilled thereby and the City approves thereof.

D. All insurance policies described in subparagraph A. and B. of this paragraph and renewals thereof shall name the City and Lessee as insured parties and shall contain a provision prohibiting cancellation by the insurer without at least ten (10) days prior written notice to the City and Lessee. Lessee shall deliver to the City a certificate of such insurance within ten (10) days after this agreement is executed between the City and Lessee.

E. In the event Lessee fails or neglects to procure and maintain require insurance coverage and pay premiums thereon, the City, at its option, either may treat such failure as a default and breach of this lease or procure such insurance and pay the premiums thereon, and add the cost thereof to basic rent due in the month following the date such costs are incurred.

16. INSPECTION OF PREMISES. Lessee shall permit agents and officers of the City and the Federal Aviation Administration free access to Premises at all reasonable times to examine and inspect the condition thereof and exercise any right reserved to the City in this lease.

17. ASSIGNMENT AND SUBLEASES. Lessee shall neither assign, mortgage, pledge, sell nor in any manner transfer, convey or dispose of this lease or any interest therein or part thereof whether voluntary, involuntary or by operation of law, and Lessee shall neither sublet Premises or any part thereof nor permit any licensee or concessionaire to operate thereon without prior written consent of the City in each instance. In the event the City gives such consent, neither sublease nor assignment of this lease by Lessee shall release Lessee from it's obligations under this lease.

18. TAXES. Lessee shall pay to the proper governmental agencies as they become due all taxes, assessments and similar charges which, at any time during the term of this lease, may be taxed, assessed or imposed upon Lessee whether such taxes arise from this lease, the leased Premises and any permanent improvements thereto or from any other levy or assessment. The City shall not be liable to pay any such taxes.

19. RULES AND REGULATIONS. Lessee, its officers, agents and employees shall comply with all rule and regulations issued from time to time by the City in connection with the management and operation of the Dodge City Regional Airport properties, including land use restrictions.

20. NONDISCRIMINATION ASSURANCES.

A. The Lessee for himself, his heirs, personal representatives, successor in interest, and assignees, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The Lessee, for himself, his personal representatives, successors interest, and assignees, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of service thereon, no person on the ground of race, color, or national origin shall excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. Lessee shall furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, Lessee may make reasonable nondiscriminatory discounts, rebates and similar price reductions to volume purchasers. The City may take action directed by the United States Government to enforce this paragraph.

21. SUBORDINATION CLAUSE.

A. This lease shall be subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

B. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

22. NO EXCLUSIVE USE. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 40103, Chapter 401, Subpart I, Part A, Subtitle VII, Title 49 of the US Code, found at <http://www4.law.cornell.edu/uscode/49/40103.html>.

23. DEFAULT AND BREACH:

A. Lessee shall be in default of this lease whenever Lessee:

- 1) Fails to perform any duty, agreement or condition required by this lease;
- 2) Fails in the due and punctual payment of rent or any other monies due the City;
- 3) Files a voluntary petition under the bankruptcy act or an involuntary petition under such act is filed against Lessee, and Lessee, after full hearing, is adjudged to be bankrupt, insolvent or unable to pay its debts as they mature;
- 4) Makes an assignment for the benefit of its creditors;
- 5) A trustee or receiver, after full hearing, is appointed or retained to take charge of and

manage any substantial part of the assets of Lessee;

6) Any execution or attachment shall issue against Lessee whereupon any part either of Premises or of Lessee's interest therein shall be taken or an attempt is made to take the same in contemplation of a judicial sale thereunder (except that Lessee shall have the right to contest any such attachment or execution in the same manner and to the same extent as Lessee's right to contest liens as set forth in paragraph 13 hereof); or;

7) Abandons Premises; abandonment shall occur whenever Lessee, its officers, employees and agents all shall be and remain absent from Premises for thirty (30) consecutive days without notice to the City of such absence. At the expiration of such thirty (30) day period, the City shall have the option to issue termination notice as provided in paragraph 28 of this lease which shall take effect immediately on issuance thereof without providing a ten (10) day period within which to cure this default.

B. Lessee's default in performance of required duties, agreements and conditions shall constitute a breach of this lease. The City may, at its option, terminate this lease in the manner provided in paragraph 24 on Lessee's default or at any time thereafter while Lessee continues in default.

C. Any waiver by the City of any default or breach of this lease shall neither be construed as a continuing waiver nor as a waiver of a subsequent default or breach and in no event shall imply further indulgence by the City.

24. TERMINATION:

A. This lease shall terminate:

- 1) Automatically at the expiration of its original or any renewal term;
- 2) Immediately after either party exercises the option to terminate provided in paragraph 11 of this lease; of this lease;
- 3) Immediately upon the City exercising its option to terminate provided in paragraph 23
- 4) Upon the occurrence of any default by Lessee as more particularly set forth in paragraph 23. This lease shall terminate, at the City's option, upon the City serving upon Lessee, a written notification entitled "Notice to Terminate Lease in Ten (10) Days and Right to Cure." Such right to cure notice shall specify the amount of past due rent and/or the nature of Lessee's other default and breach and shall state that the lease shall not terminate should the Lessee pay such past due rent and/or cure such other default and breach to the City's satisfaction prior to the expiration of the ten (10) days; but that the lease shall terminate automatically on the date specified in the notice unless such rent has been paid or other breach has been cured by such date.

B. In the event of termination by the City pursuant to the terms hereof, Lessee shall remain liable for payment of the full unpaid balance of all rent due for the remaining term of the lease, but shall upon such termination be obligated to forthwith return the premises to the City. Upon such termination, the City shall have the immediate and unconditional right to reenter the premises free of any right, title and interest of Lessee to the use and possession thereof, but such reentry shall not relieve Lessee's duty to comply with all requirements of this lease as specified herein. The remedies conferred upon the City herein shall not be considered exclusive of any other remedy, but shall be in addition to every other remedy available to the City as landlord under this lease and as matter of law. The failure of the City to insist upon a strict performance of any term or condition of this lease shall not be deemed a waiver of any right or remedy that the City may have and shall not be deemed a waiver or any subsequent breach of such term or condition.

25. SURRENDER OF POSSESSION.

A. Upon termination, Lessee shall forthwith peacefully surrender Premises to the City in good condition and repair, ordinary wear and tear excepted. Lessee shall be obligated to broom clean the Premises and immediately clear the premises of all personal property except that owned by the City whether such property is owned by Lessee or by patrons of Lessee. Lessee shall remain liable to the City for all rent due and owing through the entire term of the lease.

B. In the event that Lessee's lease term has expired and Lessee remains on the Premises, even with the concurrence of the City, such acts shall not constitute a renewal of this lease nor require the City to forfeit any of its rights under this lease. In such event, Lessee shall be considered a tenant at will. No payment of money by Lessee to the City subsequent to the termination of this lease shall reinstate, continue or extend the terms of this lease, but Lessee shall remain in full compliance with all such terms and conditions of this Lease during such extended possession.

26. ATTORNEY FEES. If in the sole determination of the City, the services of an attorney are required to enforce any provision of this Lease, the Lessee shall fully indemnify the City for any and all attorney fees and expenses so incurred.

27. USE OF PREMISES. Lessee shall provide a high standard of customer services consistent with good customer relations for the benefit of the public and adequate to meet the demands for such services at the Dodge City Regional Airport.

28. SERVICE OF NOTICE:

A. All notices and other written documents required or described to be issued under this lease shall be served and delivered for all purposes:

B. Upon the City by delivery to the office of the Airport Manager or by mailing certified or registered mail, postage prepaid, addressed to

Dodge City Regional Airport
P.O. Box 880
Dodge City, KS 67801

or at such other place as the City may designate in writing;

C. Upon Lessee by delivery in person to Lessee or any of its executive officers or by mailing by certified or registered mail, postage prepaid, addressed to Lessee at

Med-Trans Corporation
2200 Westcourt Road
Denton, TX 76207

Mandatory copy to:
Med-Trans Corporation
Attn: Kevin C. May, Associate General Counsel
1001 Boardwalk Springs Place, Ste. 250
O'Fallon, MO 63368

or such other place as Lessee may designate in writing to the City.

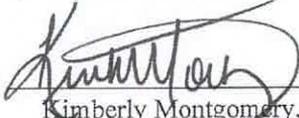
D. All notices sent by certified or registered mail shall be presumed delivered as of the day following the date they are mailed.

THIS LEASE shall be binding among heirs, executors, administrators, successors and assignees of the respective parties hereto. This lease constitutes the entire agreement between the parties and shall be modified only upon execution by all parties of a written document setting forth any change or additions and bearing the effective date thereof. Two copies of this lease are executed; each shall be deemed an original.

<< Signature Page Follows >>

IN WITNESS WHEREOF the respective parties hereto have caused this instrument to be executed on their behalf by their duly authorized officers of the dates indicated below. The lease shall become binding when properly executed by both parties hereto, and the effective date of this lease shall be the date specified in the first paragraph of this lease.

Date

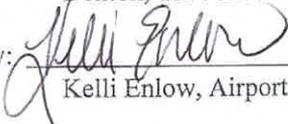
By: 

Kimberly Montgomery, COO

Med-Trans Corporation
2200 Westcourt Road
Denton, TX 76207

3/31/21

Date

By: 

Kelli Enlow, Airport Manager

Date

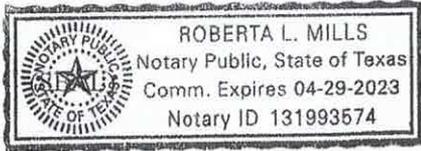
By: _____
Rick Sowers, Mayor

Attest: _____
Connie Marquez, City Clerk

STATE OF KANSAS, CITY OF DODGE CITY, ss:

BE IT REMEMBERED, that on this 23 day of February, 2021, before me, the undersigned Notary Public in and for the County and State aforesaid came, Bob Carlson, Mayor and Nannette Pogue, Clerk of the City of Dodge City, KS who is personally known to me to be the same person(s) who executed the above lease, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Roberta L. Mills
Notary Public

My appointment expires: 04/29/2023

STATE OF KANSAS, CITY OF DODGE CITY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the County and state aforesaid came, (Print Name) _____ of _____, who is personally known to me to be the same person who executed the above lease, and duly acknowledged the execution of the same.

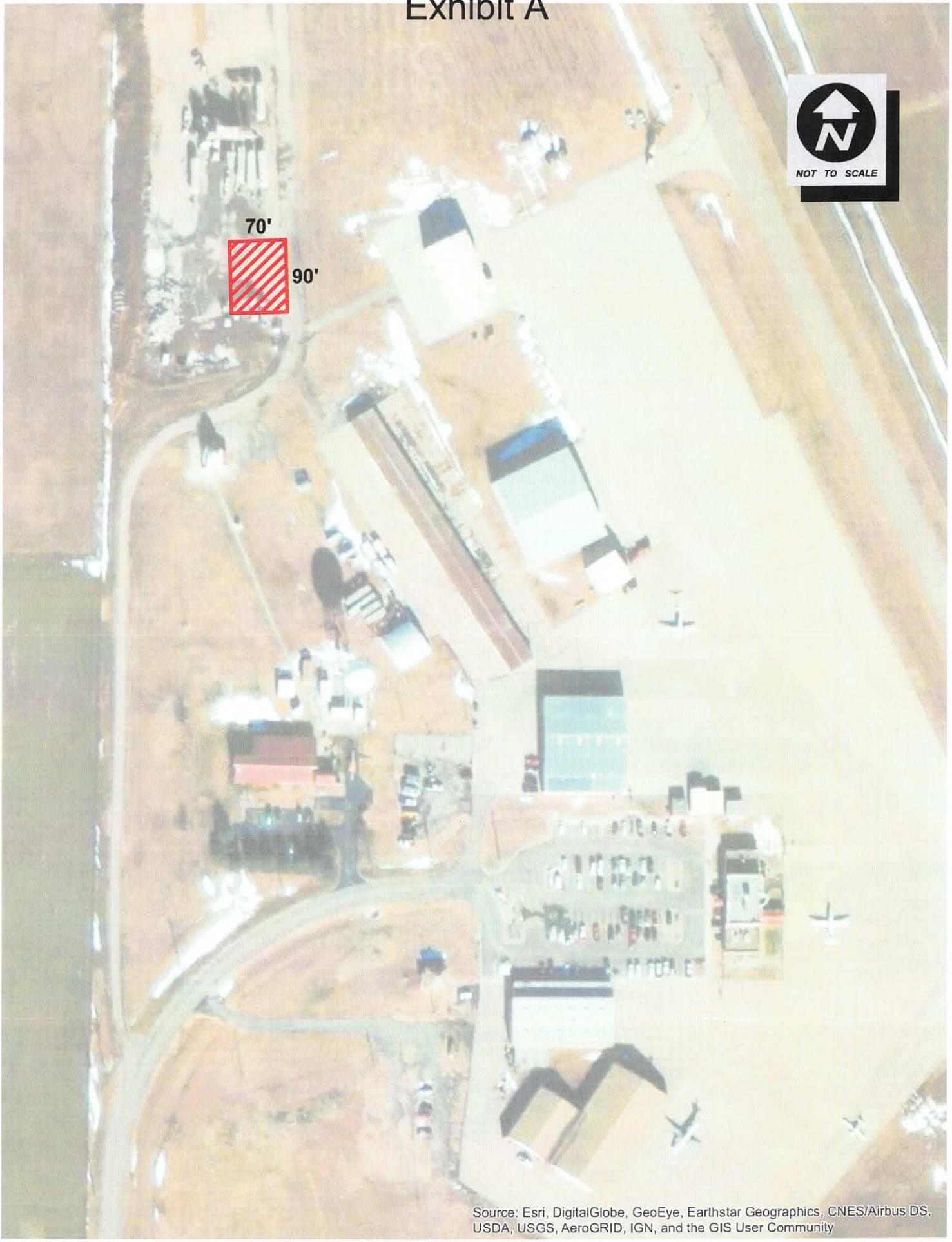
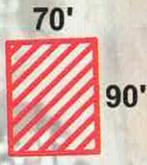
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed official seal on the day and year last above written.

Notary Public

(SEAL)

My appointment expires: _____

Exhibit A





Memorandum

To: City Manager, Nickolaus Hernandez & City Commission

From: Parks & Facilities Director, Adam Lockard

Date: April 5th, 2021

Subject: Memorial/Dedication Approval

Agenda Item: Consent Calendar

Recommendation: Staff and the Park Board Approved our Annual Arbor Day Tree Dedication to be after Alan Cunningham. Final consideration to be approved by City Commissioners and City Manager per the Memorial and Dedication Policy.

Background: Alan was deeply involved in the community he called home for so many years. He served on the Western Plains Medical Center Board of Directors, the Chamber of Commerce Board of Directors, Dodge City Community College Foundation Board, Dodge City/Ford County Economic Development Corporation board and was instrumental in the success of the Kansas Teachers Hall of Fame, a cause he dedicated a great deal of time to. His presence and leadership will be missed throughout the community.

He was a devoted advocate for children and public education and was a role model and mentor to many. He was an active member of both the Kansas/Missouri Superintendent's Council and the Southwest Kansas Area Cooperative District 613 Superintendent's Council. Alan served as an Officer for Schools for Fair Funding and was an integral part of that lawsuit, fighting for adequacy and equity for all children. His peers and those who worked alongside Alan had a tremendous amount of admiration and respect for him as a Superintendent, and as a person.

Justification: Annually, the Parks and Facilities Department and Park and Facilities Board dedicates a tree to celebrate Arbor Day with a plaque in a park or memorial place more specific to the dedicatee. The Arbor Day Dedication would occur on the morning of April 30th. The location is to be determined. Our hope is to have this placed on School District property due to his positive and integral impact on the education system in Dodge City.

Financial Considerations: Less than \$150 for the tree and plaque.

Purpose/Mission: To continue a long-standing tradition for Arbor Day and community involvement by dedicating a tree to a worth citizen of Dodge City.

Legal Considerations: None

Attachments: None



Memorandum

To: City Manager, Nikolaus Hernandez & City Commission

From: Parks & Facilities Director, Adam Lockard

Date: April 5th, 2021

Subject: Memorial/Dedication Approval

Agenda Item: Consent Calendar

Recommendation: Staff and the Park and Facility Board recommends dedicating the REWA Classroom, Room #14, after Senator Bud Estes.

Background: The Rural Education & Workforce Alliance (REWA) Board of Directors has requested the City's consideration of honoring Senator Estes for his time, dedication and leadership in developing this space for the new University Training Center at Hennessey Hall. He was instrumental in assisting the Development Corporation staff in leading the efforts to create and promote the concept throughout the State and receive funding to provide renovations to the space, technology to set up the classroom and satellite classrooms in Elkhart, Tribune, Scott City, Saint John and Jetmore. His leadership ability was an exceptional characteristic that he offered willingly to many projects and organizations across the region and State of Kansas.

Justification: Senator Estes was a key player in the creation of the University Training Center and helped us connect valuable partnerships with the universities and state and regional leaders.

Financial Considerations: REWA and Development Corporation will cover the costs of the plaque and ceremony expenses. City staff will assist in preparing for the ceremony, tentively scheduled for Friday, May 7th, 3:00 p.m.

Purpose/Mission: To Dedicate the REWA Classroom after Bud Estes and have a celebration of his accomplishments involving the University Training Center at Hennessey Hall.

Legal Considerations: None

Attachments: None



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: April 5, 2021
Subject: Vacation of Alley Right-Of-Way
Agenda Item: Ordinance #3753

Recommendation: It is also City staff's recommendation to approve this vacation ordinance.

Background: The applicant wishes to vacate this alley right-of-way to allow for the development of the lot immediately west of the alley way. It is currently a substandard lot.

Justification: There are currently no utilities in this alley right-of-way nor is it utilized by the City. There are no plans for utilities in this alley right-of-way.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Ordinance #3753, Map

ORDINANCE NO. 3753

AN ORDINANCE VACATING ALLEY RIGHT-OF-WAY NORTH OF ELM STREET,
BETWEEN ELEVENTH STREET AND TWELFTH STREET, OF AMENDED PLAT OF
OLIVE'S ADDITION.

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

SECTION 1: The following described property in Dodge City, Ford County, Kansas is hereby vacated: Alley Right-Of-Way, between lots 88 and 91 of Block 4 of Amended Olive's Addition, from Division Street to Elm Street, Dodge City, Ford County, Kansas.

SECTION 2: This vacation is granted pursuant to Section 12-504 K.S.A. and is made subject to the existing rights of all present public or private utilities or uses located under, on, upon or over said property.

SECTION 3: No protest to the vacation has been filed, as provided by law.

SECTION 4: This ordinance shall take effect, from and following its publication in the official paper, as provided by law.

SECTION 5: The City Clerk shall file a certified copy of this ordinance in the offices of the County Register of Deeds and County Clerk for Ford County, Kansas.

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

RICK SOWERS, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



1103 11th Ave.

12

1101 11th Ave.

11th Ave.

1104 11th Ave.

13

1102 11th Ave.

14

1100 11th Ave.

W. Division St.

Proposed Vacated Alley

12th Ave.

4

87

89

91

88

90

92

1001 11th Ave.

Elm St.

ELM

11th Ave.

1209 W. Elm St.

85

1207 W. Elm St.

83

1205 W. Elm St.

81

1203 W. Elm St.

86

1201 W. Elm St.

84

82



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: April 1, 2021
Subject: Resolution 2021-07
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2021-07.

Background: So that the City can obtain financing for construction projects in the form of general obligation bonds or temporary notes, the project first needs to be authorized by Resolution of the City of Dodge City. The City is in the design phase of the Downtown Streetscape project, there is a possibility that a portion of this project may need to be financed with GO Bonds or Temp Notes in the future. This Resolution is only authorizing the project, it does not in any way obligate the City of bond any portion of the project. If in the future, it is determined that the City does need to finance a portion of the project then this step is complete. Resolution No. 2021-07 formalizes the approval process for bond financing.

Justification: To issue General Obligation Bonds/Temporary Notes for specific public improvement projects, they need to be authorized by Resolution.

Financial Considerations: Once the projects are authorized, funding will be issued to fund these projects.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

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

Attachments: Resolution No. 2021-07.

RESOLUTION NO. 2021-07

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (STREETSCAPES).

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

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

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (collectively the “Improvements”):

<u>Description</u>	<u>Estimated Cost*</u>
Streetscape Improvements-Front Street, 1 st Avenue, 2 nd Avenue, 3 rd Avenue, Central Avenue (Front Street to Gunsmoke Street) and Central Avenue (Gunsmoke Street to Vine Street)	\$8,746,726.83
* Plus amounts for public art pursuant to Ordinance 3603, as necessary	

It is anticipated that approximately \$3,200,000 of the costs of the Improvements will be paid from proceeds of the City’s STAR Bonds, and the balance of the costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. 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 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on April 5, 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 April 5, 2021, as the same appears of record in my office.

DATED: April 5, 2021.

Clerk



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: April 1, 2021
Subject: Resolution 2021-08
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2021-08.

Background: So that the City can obtain financing for construction projects in the form of general obligation bonds or temporary notes, the project first needs to be authorized by Resolution of the City of Dodge City. At the March 1, 2021 City Commission meeting the City Commission approved the 2021 street program and other projects to be financed by General Obligation Bonds. This program included street projects that will need to be financed with General Obligation Bond funding. These projects are: US 50 Highway & Loretta Dr. Intersection - Design in the amount of \$500,000, Trail St. Widening & Improvements - Construction in the amount of \$1,200,000, McCaustland Road 2 Reroute in the amount of \$950,000, Comanche St. Reconstruction (14th Ave – Wal-Mart Drive) in the amount of \$400,000, Second Ave. Bridge Repair – Construction in the amount of \$575,000, 14th Avenue Bridge Repair – Design in the amount of \$50,000, Levee Certification Improvements in the amount of \$850,000 and Ave. D & Wyatt Earp Drainage Improvements in the amount of \$150,000. In the approval resolution, the public art fund contribution is added to each project instead of a standalone. That is why the amounts in the authorizing resolution are slightly different than what is stated above. Resolution No. 2021-08 formalizes the approval process for bond financing.

Justification: To issue General Obligation Bonds for specific street and other public improvement projects need to be authorized by Resolution.

Financial Considerations: Once the projects are authorized, funding will be issued to fund these projects.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

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

Attachments: Resolution No. 2021-08.

RESOLUTION NO. 2021-08

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (2021 STREETS AND PUBLIC WORKS).

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

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

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (collectively the “Improvements”):

<u>Description</u>	<u>Estimated Cost*</u>
US 50 Highway and Loretta Drive Intersection design	\$ 502,500
Trail Street widening and improvements	1,206,000
McCautland Road 2 reroute improvements	954,750
Comanche Street reconstruction-14 th Avenue to Walmart Drive	402,000
Second Avenue Bridge repair	577,875
14 th Avenue Bridge repair design	50,250
Levee Certification improvements	854,250
Avenue D and Wyatt Earp Boulevard drainage improvements	<u>150,750</u>
Total	<u>\$4,698,375</u>

* Includes amount for public art pursuant to Ordinance 3603

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. 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 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on April 5, 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 April 5, 2021, as the same appears of record in my office.

DATED: April 5, 2021.

Clerk



Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2021 03 30
Subject: (2) 1 Ton Flatbed Trucks for Streets Division
Agenda Item: New Business

Recommendation: On March 19th, 2021 Staff opened bids for two (2) 1 Ton Flatbed trucks for Streets. We received a single bid for \$104,968 for the two (\$52,484 each). Staff is recommending purchase of the two Chevrolet 3500 HD trucks from Lewis Chevrolet. This is a budgeted purchase.

Background: These trucks will replace Trucks #510 and #511. Both 2003 models. They are becoming too expensive to repair. The new trucks will be used for day-to-day work in Streets Division. The old trucks will be sold on Purple Wave.

Financial Considerations: \$40,000 was budgeted for this purchase for each truck.



2021 Chevrolet 3500 HD



Memorandum

**To: City Manager
City Commissioners**
From: Corey Keller Public Works Director
Date: March 31, 2021
Subject: Purchase of Water Meters
Agenda Item: New Business

Recommendation: To purchase 330 water meters from Municipal Supply in the amount of \$103,599.00. This is a sole source purchase; Municipal Supply is the only supplier of the Neptune meters.

Background: This purchase is for 200 5/8-inch meters, 100 3/4-inch meters, 20 one-inch meters and 10 two-inch meters. The majority of the meters will be utilized to replace non-radio read style meters and repair meters that are damaged throughout the City. To date we have over of 8500 water accounts. Currently we still have 942 of the old-style meters left in the system. Staff continues to work to replace the non-radio read meters as necessary.

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

Financial Considerations:

2021 Budget Fund and Amount: Water Department,	General Supplies	\$ 250,000.00
	Expenditures to date	\$ 22,213.52
	Water Meter Purchase	<u>\$ 103,599.00</u>
	Line Item Balance	\$ 124,187.48

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

Legal Considerations: None

Attachments: None



Memorandum

To: City Manager
City Commissioners
From: Corey Keller Public Works Director
Date: March 31, 2021
Subject: Approval to Name the Recycling Building after Jane Longmeyer
Agenda Item: New Business

Recommendation: It is the recommendation of the CREW Recycling Advisory Board to name the new recycling center after Jane Longmeyer.

Background: In 1990 Jane volunteered to assist the United Methodist Church in starting a recycling program for Dodge City. The program started as a once-a-month drop-off site in the Village Square parking lot where Jane and members from the United Methodist Church collected the recycled materials. Once the program outgrew the trailers Jane advocated to purchase the old building located at 716 E Military. Through many KDHE grants she was able to acquire much of the equipment still being utilized today. When the program outgrew the old building, Jane advocated to build the new building where she continues her dedication to the program today.

Jane has always had a strong passion for the environment. She has led many litter clean ups through out the city and county. Through Keep America Beautiful, CREW has won many awards due to Jane's dedication to Keep Dodge City Beautiful. Still to this day and after her retirement, on any given day Jane can be found picking up litter in one of the many drainage ditches, highway edges, or neighborhoods throughout the community.

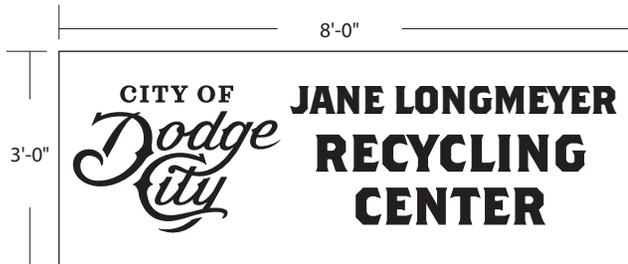
Justification: I have discussed this recommendation with Jane and have her and her family's approval to name the building. A dedication ceremony will take place on April 24th at 10 am during the Great American Clean Up event this year if approved. This request is in compliance with the policy set at the Commission meeting on March 15, 2021.

Financial Considerations: None

Purpose/Mission: Together we serve to make Dodge City the best place to be.

Legal Considerations: None

Attachments: Building Signage



"All noted dimensions are approximate and may be modified slightly during manufacturing to allow proper component usage".

SPECIFICATIONS:

- FURNISH AND INSTALL ALUMINUM COMPOSITE PANEL SIGNAGE OF VARIOUS SIZES; 8' DIAMETER "CREW" LOGO, 18"H X 6'W "ENTER HERE" OVERHEAD DOOR SIGN, 3'H X 8'W "CITY OF DC" SOUTHWEST CORNER ID SIGN. (WHITE ENAMEL FINISH, APPLIED BLACK VINYL COPY, DIGITAL-PRINTED VINYL, UV LAMINATE). MOUNT ON THE RIBBED METAL SIDING, USING PAINTED SHEET METAL SCREWS

- FONT: BROTHERS BOLD

CUSTOMER: CREW RECYCLING CENTER
CITY OF DODGE CITY

NAME: COREY KELLER

LOCATION: DODGE CITY, KS

DATE: 3/18/21

DESIGN NO.: NH-37117-2

ARTIST: JAH

SCALE: 3/8" = 1'

APPROVED:

DATE:



LUMINOUSNeonInc
ART & SIGN SYSTEMS



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: April 5, 2021
Subject: Small Crack Sealing (ST 2104)
Agenda Item: New Business

Recommendation: Approve the bid of 4,420 gallons of sealant from Stripe & Seal, LLC for the Small Crack Sealing (ST2104) project in the amount of \$50,000.00.

Background: Sealing of small cracks in our asphalt streets is a cost-effective preventative maintenance technique that will help extend the service life of the pavement. This project was included in the 2021 Street Program that was presented and approved by the commission on March 1st.

Justification: This preventative maintenance technique will extend the service life of the pavement by protecting the subgrade from moisture. It will also help maintain the asphalt street network at a higher PCI.

Financial Considerations: The application of this sealing material will cost \$50,000.00. Funding of this project will be through Special Streets.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement by preparing for the community's future.

Legal Considerations: By approving the bid from Stripe & Seal, LLC, the City will enter a contract with Stripe & Seal, LLC, and be responsible to make payments for the completed work.

Attachments: Bid Tab

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: 2021 Small Crack Sealing

PROJECT #: ST 2104

BID DATE: 03/30/21

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Crack Seal	GAL	4,762	\$10.50	\$ 50,000.00

TOTAL **4,762 GAL**

CONTRACTOR: Stripe & Seal, LLC	
ADDRESS: 1518 Yocemento Ave.	
CITY:	<u>Hays</u>
STATE:	<u>Kansas</u>
ZIP:	<u>67601</u>
LOW BIDDER	
QTY	CONTRACT AMOUNT
4,420	\$ 50,000.00

TOTAL **4,420 GAL**

BID SECURITY 5%
 START DATE 6/1/2021

CONTRACTOR: Circle C Paving	
ADDRESS: 630 Industrial Rd.	
CITY:	<u>Goddard</u>
STATE:	<u>Kansas</u>
ZIP:	<u>67052</u>
QTY	CONTRACT AMOUNT
2,975	\$ 50,000.00

TOTAL **2,975 GAL**

BID SECURITY 5%
 START DATE 12/1/2021



Memorandum

To: City Commissioners
From: Nick Hernandez, City Manager
Date: April 1, 2021
Subject: Rebein/Goodnight Property Proposal
Agenda Item: New Business

Recommendation: To authorize City Staff to draft an agreement with Volz Builders, LLC of Dodge City, for the purchase of 95.3 acres. Approval of sales agreement to be presented later.

Justification: Upon the request of the Commissioners and due to the lack of available property for future housing development, City Staff prepared a Request for Proposal form for the Rebein/Goodnight Property located north of the Iron Road corridor and east of 14th Avenue. Only one proposal was submitted from Volz Builders, LLC. We did receive a letter of No-Bid from Zach Carlton with requests for the City to look at splitting the property up into smaller tracks and allowing more time to submit the proposal.

I met with Mr. Volz on Tuesday the 30th of March to discuss his proposal. During our conversation he stated that having this large of a tract will allow for a much greater Master Plan for the entire property and that he is wanting to make it a welcoming place with real thought to the phasing. He also stated he would allow the City to work with him on his plan.

Other items for consideration, any undeveloped property within 10 years would revert to the City.

Financial Considerations: \$114,360 for 95.3 acres

Legal Considerations: Legal has yet to draft the purchase agreement.

Attachments: Request for Proposals Rebein Property
Proposal from Volz Builders, LLC
Letter of No Bid

City of Dodge City
P o Box 880
806 N 2nd Ave
Dodge City KS 67801

Reference: Rebein Property proposal Submittal Contents

A:

1. Volz Builders LLC has developed multiple sub-developments in Dodge City.
2. The Sub-Developments are:
3. Previous customers letter upon request?
4. Since I will be signing the developer agreement to fulfill the completed project, I am liable for the improvement costs. I will complete this development like the previous ones.

B:

1. Upon agreement completion, we will immediately start on the development of the property.
2. I usually have 30 to 40 lots in each phase.

C:

1. I can provide a letter of credit if needed from my bank, each lot improvement cost has been roughly 40,000.00, with the RHID payout over the 25 years and the taxes for this price of home at 4,000.00 per house per year is what this project is based on. This works with the city's cooperation just like the prior sub-developments.
2. Most of the homes, we plan on building will range from 175,000.00 to 200,000.00 in one area and 250,000.00 to 300,000.00 in other areas.

D:

1. Photocopy of prior sub-developments are upon request.

Thank you

Tim Volz

Volz Builders, LLC



City of Dodge City
P O Box 880
806 N 2nd Ave
Dodge City KS 67801

Date: January 27, 2021

To whom it may concern:

I Tim Volz of Volz Builders, LLC would like to make a formal offer on the 95.3 acres to be determined for land the city owns, north of town which is east of 14th street, west of 6th street and north of Iron Road.

Offer Price: \$114,360.00

Conditions:

1. Contingent on acceptance of RHID acceptance by the city of Dodge City and the State of Kansas.
2. City of Dodge agreeing to put in the Iron Road extension to the west to provide access to the referenced property on the Southeast corner of the reference land.
3. Closing date to be determined.

Thank you



Tim Volz Member

Volz Builders, LLC
11170 Kliesen St
Dodge City KS 67801

DODGE CITY COMPARABLE LAND SALES

PROPERTY	AREA COST per			INFRASTRUCTURE NEARBY?
	SALE PRICE (\$)	AREA (Acre)	COST per ACRE (\$/Ac)	
Milstock Addition	\$40,000	6.5	\$ 6,154	Yes but requires extensions of water, sewer, & street.
Scottsdale Addition	\$550,000	46.5	\$ 11,828	Yes but requires extensions of water, sewer, & street.
Sutherlands - Lot 3	\$314,000	1.21	\$ 259,504	Yes. Water, Sewer & Street
West Elm St.	\$45,000	0.5	\$ 90,000	Yes. Water, Sewer & Street
S. 14th Ave.	\$160,000	10.5	\$ 15,238	Yes. Water, Sewer & Street
Ag Land NW of Town	\$300,000	120	\$ 2,500	Nothing. Maybe some road infrastructure.
Rebien Property - Proposals				
Volz Builders	\$114,000	95.3	\$ 1,196	Yes but requires extensions of water, sewer, & street.

Sold

Sold

March 18, 2021

Nick Hernandez,

This letter is to serve as a No Bid for the "Rebein Property" land purchase and development proposal located at 14th Street and Iron Road in Dodge City.

Our company has tremendous interest in single family residential land development in Dodge City and Southwest Kansas as we desire to participate in the addressing the housing shortage we are currently experiencing. As you may know we are currently developing a parcel titled "Casa Del Rio" located at 14th Street and Pheasant Road that has recently been annexed into the city of Dodge City. We will be providing 146 single family housing units over the next few years with this parcel. This development targets a specific income bracket that we believe has a long-standing need of servicing.

We believe studies show our community is in need of additional single family homes in other price points. We believe that our capabilities in residential development, conceptual design and construction management equip us well to perform, with excellence, residential development and home building. Unfortunately, as a younger company we do not currently have access to the capital that would be required to take on an additional project of this size.

We would be very interested in the City of Dodge City considering parceling out the "Rebein Property" in tracts in which 20 – 40 single family residential units could be purchased and developed at a time and phased. This would be a more consumable financial commitment for our company.

We would argue that if the land was parceled, multiple developers could develop this property concurrently and more quickly address the housing needs as opposed to a single developer taking longer to service our community's needs.

We understand the City retains the right to move forward as listed in the bid request but we would strongly implore the City consider our request and resubmit a bid request that divides the property into tracts and give us more time to conceptually design a development plan that is functional, appealing and addresses the housing needs in a wide range of price points.

We would also request 60-75 days to submit our bid as we believe 30 days is not enough time to put together a development design and concept that carefully considers existing physical site conditions, current housing demands and future community needs.

Thank you for your audience and consideration.

A handwritten signature in black ink, appearing to read 'Zac Carlton', with a stylized flourish at the end.

Zac Carlton

President

AVARY Group & Christian Brothers Construction



Memorandum

To: City Commissioners
From: Abbey Martin, Public Information Officer
Date: March 31, 2021
Subject: Adoption of new official City of Dodge City Flag
Agenda Item: New Business

Recommendation: Staff recommends adopting the winning flag from the public vote portion of the City Flag Contest as the official city flag. The design won with 212 votes out of a total of 658 responses.

Background: During the rebranding process in early 2020, the City flag was discussed as part of the brand standard with A|D Creative. Staff discussed the flag and decided that a community-engaged contest would be the best route to take for a new flag to lead to better buy-in and create a movement such as the one that has taken place in Wichita. The contest began after staff researched proper flag design through the North American Vexillological Association, watched a few TED Talks on city flag design, reviewed contests from other cities, and consulted with other government communications and media professionals. The contest launched in August 2020 with a design submission portion that ended in September 2020. A review committee of administration staff, CVB staff, DC/FC Economic Development staff and Dodge City Area Chamber of Commerce staff met to go over the designs. At that time, the committee did not feel that the designs were ready to go forward to a public vote. Therefore, the contest was put on hold. Late in 2020, two different flag professionals reached out to the Public Information Officer inquiring about the contest's status and aiding to refine the submitted designs and create additional designs for consideration. This assistance allowed the contest to get back on track and the review committee shrunk to administration staff and CVB staff to expedite the process and finalize the top designs for a public vote. On March 22, 2021, the public vote opened with five designs to choose from and closed at noon on March 31. The poll was published through local media, social media, the City website, and the Community Newsletter listserv. Two votes separate the top two designs.

Justification: The City of Dodge City has had an official flag for many years; however, the design was outdated from the City branding and did not follow the five flag design principles. By adopting a new design, the flag will be cohesive with the brand being implemented by City departments and will serve as a symbol for Dodge City and a source of civic pride. The flag design being recommended was the top vote by the public.

Financial Considerations: None to be considered by adopting; there will be future costs to order flags for facilities and for the public to purchase.

Purpose/Mission: Together, we serve to make Dodge City the best place to be.

Legal Considerations: None

Attachments: Public Voting Results and top voted flag with description.

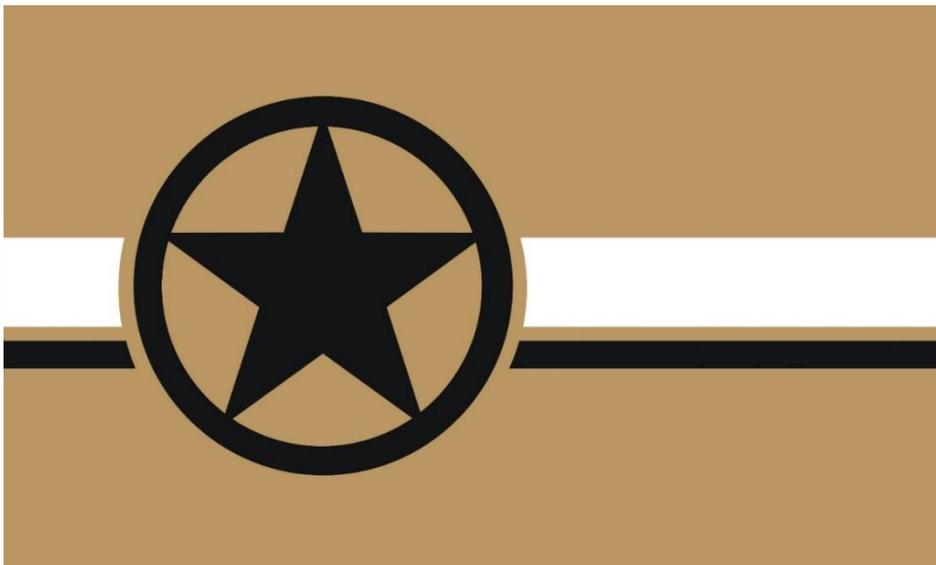
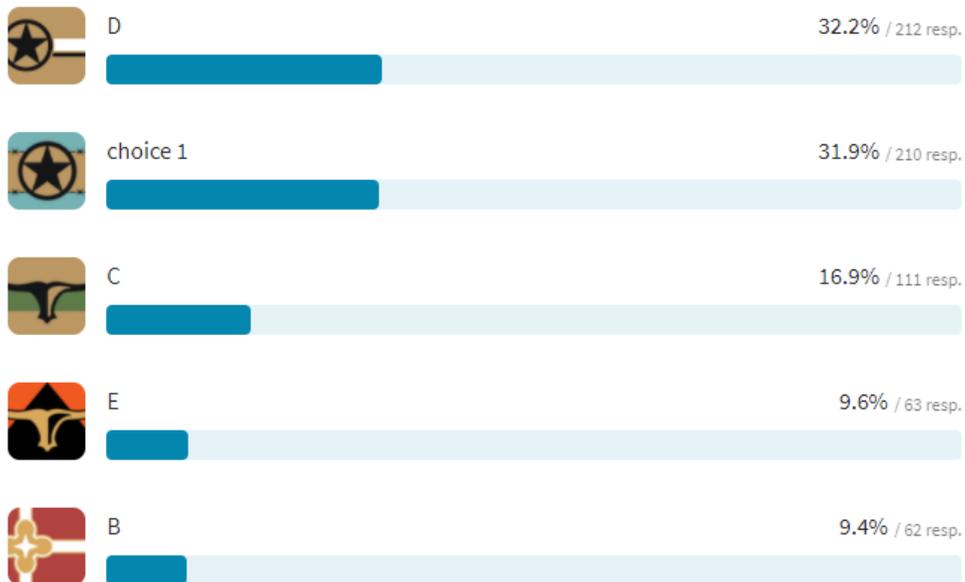
City of Dodge City Flag Contest

658 responses

Please vote for your favorite flag design. Read the description and meaning of each flag below | *Por favor, vote por el diseño de bandera favorito. Lea la descripción y el significado de cada indicador a continuación. Esta pregunta es necesaria.*

 Hide question

658 out of 658 answered



This flag represents Dodge City in a variety of ways. First, the golden color represents both wheat fields and the native tallgrass of the Western Kansas prairie. The thin black line represents the bedrock of the past, on top of which the white stripe represents both progress and hope for the future. The black star circumscribed by a circle is a nod to the marshal's badge of a Wild West lawman and ties into the one featured on the new Dodge City Seal.