

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, September 20, 2021

7:00 p.m.

MEETING #5192

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Hispanic Heritage Month 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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes September 7, 2021.
2. Appropriation Ordinance No.18, September 20, 2021.
3. Cereal Malt Beverage License:
 - a. Mariscos Nayarit, 506 N. 2nd Avenue.
4. Approve Change Order #2 for the Barbara Lane Extension Project.
5. Approval of Hennessey Hall Lease Agreement with Kansas Department of Commerce.
6. Approval of Hennessey Hall Lease Agreement with Prairie Independent Living.
7. Approval of Hennessey Hall Lease Agreement with First Step Counseling, LLC.

ORDINANCES & RESOLUTIONS

Ordinance No. 3762: An Ordinance Amending and Adopting Revisions to Chapter IV, building and Construction, of the Dodge City Code: and Amending Ordinances No. 3526 & 3553 of the City of Dodge City: Adopting building and Property Maintenance Codes by Reference and Providing for the Issuance of Permits and the Collection of fees for Said Permits: Providing for Licensing of Contractors and Trades and Providing for Penalties for the Violation of the Provisions of the Ordinance. Report by Director of Development Services, Kevin Israel.

Ordinance No. 3763: An Ordinance of the Governing body of the City of Dodge City, Kansas Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Milstock Addition). Report by Assistant Director of Economic Development, Mollea Wainscott.

Resolution No. 2021-24: A Resolution by the City of Dodge City, Kansas, Modifying the Schedule of Fees for Services, Licenses, Permits and Programs for Building Permits, Subdivision and Zoning Activities. Report by Director of Development Services, Kevin Israel.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Quote for Infrastructure Improvements for Milstock Addition Sub-Division. Report by Director of Engineering, Ray Slattery.
2. Approval of Quote for Street Lights for Milstock Addition Sub-Division. Report by Director of Engineering, Ray Slattery.
3. Approval of Rejection of Bid for 2nd Ave. Bridge & RCB Repairs. Report by Director of Engineering, Ray Slattery.
4. Approval of Quote for Replacement of a Feed Motor for Warrior Project. Report by Director of Engineering, Ray Slattery.
5. Approval of Bids from Conant Construction. Report by Assistant City Manager/Public Affairs, Melissa McCoy.
6. Approval to Accept the 2020 Audited Financial Statement. Report by Finance Director, Nicole May.
7. Approval of the 2022 Budget. Report by Finance Director, Nicole May.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Preliminary Discussion Relating to Acquisition of Real Property

ADJOURNMENT

Hispanic Heritage Month Proclamation

Whereas, during National Hispanic Heritage Month, we recognize the contributions made by Hispanic and Latino Americans in Dodge City and in the United States and celebrate their culture and heritage; and

Whereas, Hispanic Americans have had a profound and positive influence on our city and country through their strong commitment to family, faith, hard work and community service. They have enriched and shaped our national character with centuries-old traditions that reflect the multiethnic and multicultural customs of their proud history; and

Whereas, generations of Latino Americans have served in America's Armed Forces to defend liberty and advance democracy around the world; and

Whereas, Hispanic Americans have worked to overcome many challenges, often in the face of discrimination and prejudice, and have successfully embraced the opportunities of the American Dream; and

Whereas, together we recognize the Latino community in the City of Dodge City, whose love of family, strong work ethic and willingness to share their heritage and traditions have made our city a better place to live; and

Whereas, nationally, September 15th - October 15th is National Hispanic Heritage Month and the focal point for recognizing and celebrating the many achievements of Latino Americans and applauding their proud legacy of service and dedication to this city.

Now therefore, I, Rick Sowers, by the power vested in me as Mayor of the City of Dodge City, do hereby proclaim September 15th – October 15th as

HISPANIC HERITAGE MONTH.

in Dodge City and I urge all residents to join in this observation.

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, September 7, 2021

7:00 p.m.

MEETING #5191

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CALL TO ORDER

ROLL CALL Mayor Rick Sowers, Commissioners, Kent Smoll., Brian Delzeit, Blanca Soto, Joseph Nuci present.

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on exceeding Revenue Neutral Rate. Finance Director, Nicole May spoke on the Revenue Neutral Rate. There were no public comments. Commissioner Kent Smoll made a motion to close the public hearing, Commissioner Brian Delzeit seconded the motion. The motion carried unanimously. Mayor Rick Sowers closed the Public Hearing.

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on the 2022 Budget, Finance Director, Nicole May spoke on the budget. There were no public comments. Commissioner Brian Delzeit made a motion to close the public hearing, Commissioner Kent Smoll seconded the motion. The motion carried unanimously. Mayor Rick Sowers closed the Public Hearing.

APPROVAL OF AGENDA

Commissioner Rick Sowers moved to change the agenda and add the Constitution Week Proclamation. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

Mayor Rick Sowers read the Welcome Week Proclamation and proclaimed the week of September 10th, 2021 as Welcoming Week in Dodge City and urged all residents to join in this observation. Assistant City Manager/Ernestor De La Rosa is part of the Cultural Advisory Board

and they along with the City of Dodge City is hosting the Dodge City International Festival on September 19th from 1:00 pm – 8:00 pm. He invited the Commissioners and all residents to attend.

Mayor Rick Sowers read the constitution week proclamation and proclaimed September 17th through September 23rd as Constitution Week. Ernestor De La Rosa, Assistant City Manager/Legislative Affairs said there would a couple of events that week. Dodge City will be hosting USCIS services and representatives from USCIS will be at the public library on September 23rd to talk about how to become an America citizen.

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 and read the City Loyalty Oath and swore in two Police Officers and one Community Service Officer, their names are Jasiel Anaya (Officer) and Eddie Del Real (Officer). The CSO's name is Angel Guzman.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes August 16, 2021;
2. Approval of Joint City/County Commission Meeting Minutes, August 23, 2021;
3. Appropriation Ordinance No.17, September 7, 2021;
4. Cereal Malt Beverage License:
 - a. Panadaria La Tapatia, 614 E. Wyatt Earp Blvd.
 - b. Dillons Store, 1700 14th Avenue.
 - c. Approval of Change Order #2 for Wagon Wheel III Sub-Division.
 - d. Change Order #1, for Candletree #6 Sub-Division.

Commissioner Kent Smoll moved to approve the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3760: An ordinance regulating traffic within the corporate limits of the City of Dodge City, Kansas; incorporating by reference the “2021 Standard Traffic Ordinance for Kansas Cities” and repealing Ordinance No. 3739 was approved on a motion by Commissioner Brian Delzeit. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.

Ordinance No. 3761: An ordinance regulating public offenses within the corporate limits of the City of Dodge City, Kansas; incorporating by reference the “Uniform Public Offense Code for Kansas Cities, Edition 2021” and repealing Ordinance No. 3740 was approved on a motion by Commissioner Brian Delzeit. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.

Resolution No. 2021-22: A resolution in support of an application for funding through the Moderate-Income Housing Program offered through the Kansas Housing Resources Corporation to be utilized for the Abandoned Housing Program in Dodge City, Kansas was approved on a motion by Commissioner Blanca Soto. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Resolution No. 2021-23: A resolution of the City of Dodge City, Kansas to levy a property tax rate exceeding the Revenue Neutral Rate was approved on a motion by Commissioner Kent Smoll. Commissioner Brian Delzeit seconded the motion. The motion carried 4 – 1 with Commissioner Joseph Nuci voting no.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Kent Smoll made a motion to approve the bid in the amount of \$50,000 from Kansas Golf and Turf bid for Ten (10) Golf Cars. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.
2. Commissioner Rick Sowers moved to appoint Commissioners Blanca Sots and Kent Smoll as Voting Delegates for the League of Kansas Municipalities Annual Conference.
3. Commissioner Joseph Nuci made a motion to approve the quote from Layne Christensen Company in the amount of \$36,311 to repair Well #25. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

At 7:59 pm Commissioner Kent Smoll made a motion that the City Commission recess into executive session pursuant to the preliminary discussions relating to the acquisition of real property, exception found in K.S.A. 75-4319(b) (6). Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0. The meeting will reconvene in 15 minutes at 8:14 pm. The session will include Commissioners with Commissioner Joseph Nuci excusing his self from this session, City Manager, Nick Hernandez and City Attorney, Brad Ralph, Finance Director, Nicole May. The commission will take no action upon returning to the open session and prior to adjournment.

EXECUTIVE SESSION

At 8:16 pm Commissioner Kent Smoll made a motion that the City Commission recess into executive session pursuant to the preliminary discussions relating to the acquisition of real property, exception found in K.S.A. 75-4319(b) (6). Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0. The meeting will reconvene in 15 minutes at 8:31 pm. The

session will include Commissioners, City Manager, Nick Hernandez and City Attorney, Brad Ralph, Finance Director, Nicole May. The commission will take no action upon returning to the open session and prior to adjournment.

EXECUTIVE SESSION

At 8:35 pm Commissioner Kent Smoll made a motion that the City Commission recess into executive session pursuant to the preliminary discussions relating to the acquisition of real property, exception found in K.S.A. 75-4319(b) (6). Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0. The meeting will reconvene in 5 minutes at 8:40 pm. The session will include Commissioners, City Manager, Nick Hernandez and City Attorney, Brad Ralph, Finance Director, Nicole May. The commission will take no action upon returning to the open session and prior to adjournment.

The open meeting reconvened at 8:37.

ADJOURNMENT

Commissioner Brian Delzeit made a motion to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

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 _____

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): 004-7428280971-02

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

Name <u>RAMON PRECIADO</u>	Phone No. <u>620 408-8559</u>	Date of Birth <u>9-4-47</u>
Residence Street Address <u>806 CENTRAL AVE</u>	City <u>DODGE CITY</u>	Zip Code <u>67801</u>

Applicant Spousal Information

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

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Mariscos Nayari Restaurant</u>	Name
Business Location Address <u>509 W and AE 67801</u>	Address
City <u>Dodge City</u> State <u>Ks</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>(620) 227-9899</u>	<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Down-town Center</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>29</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: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: September 8, 2021
Subject: Approval of Change Order #2, Barbara Ln. Extension, ST 1801
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #2 for the Barbara Ln. Extension Project for a decrease of \$2,989.00.

Background: This project provided a connection from the Wagon Wheel #2 and #3 subdivisions to Frontview St. and extended sanitary sewer along the south side of the Wagon Wheel 33 subdivision to provide sanitary sewer for 5 lots of the subdivision and the Cox solution store. Providing sewer to the Cox solution Store was part of the purchase agreement for the property with Cox on the property the City purchased for the road extension. The following items were adjusted in Change Order #2;

Excavation (Unclassified) – There was a reduction of 63 CY to the project. Temporary and Permanent Seeding were deleted from the contract.

Justification: These are the items that needed adjustment to finish the project.

Financial Considerations: Funding for these items will be from General Obligation Bonds issued for the project and the RHID for Wagon Wheel #3.

Purpose/Mission: The completion of this project aligns with the City's core value of ongoing improvement and safety.

Legal Considerations: By approving the Change Order, will represent a decrease payment will be made to Klotz Sand Co.

Attachments: Change Order #2

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Barbara Lane, Wagon Wheel Unit Two

PROJECT NUMBER: ST 1801

CONTRACTOR: Klotz Sand Co., Inc.

REQUEST NUMBER: 2

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
STREET QUANTITIES							
Excavation (Unclassified)	CY	963	900	-63.00	\$ 3.00		\$ (189.00)
EROSION CONTROL							
Temporary Seeding	Acre	0.70	0	-0.70	\$ 2,000.00		\$ (1,400.00)
Permanent Seeding	Acre	0.70	0	-0.70	\$ 2,000.00		\$ (1,400.00)
NET DECREASE							\$ (2,989.00)

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Klotz Sand Co., Inc.

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: City Manager, Nick Hernandez, and City Commission
From: Assistant City Manager/Public Affairs, Melissa McCoy
Date: September 20, 2021
Subject: Approval of Lease Agreement for Kansas Department of Commerce Workforce Center
Agenda Item: New Business

RECOMMENDATION: Staff recommends approval of the lease agreement with Kansas Department of Commerce for the KANSASWORKS, Workforce Center (Workforce Center), to be located on the ground floor of Hennessey Hall in the west wing and authorizing the City Manager to sign the agreement

BACKGROUND: Attached is the lease between the City and the Workforce Center for office space in Hennessey Hall. This is a new lease, and the agreement is the standard form used by the state of Kansas for real estate. The rental cost per square foot is \$9 due to the improvements to the space.

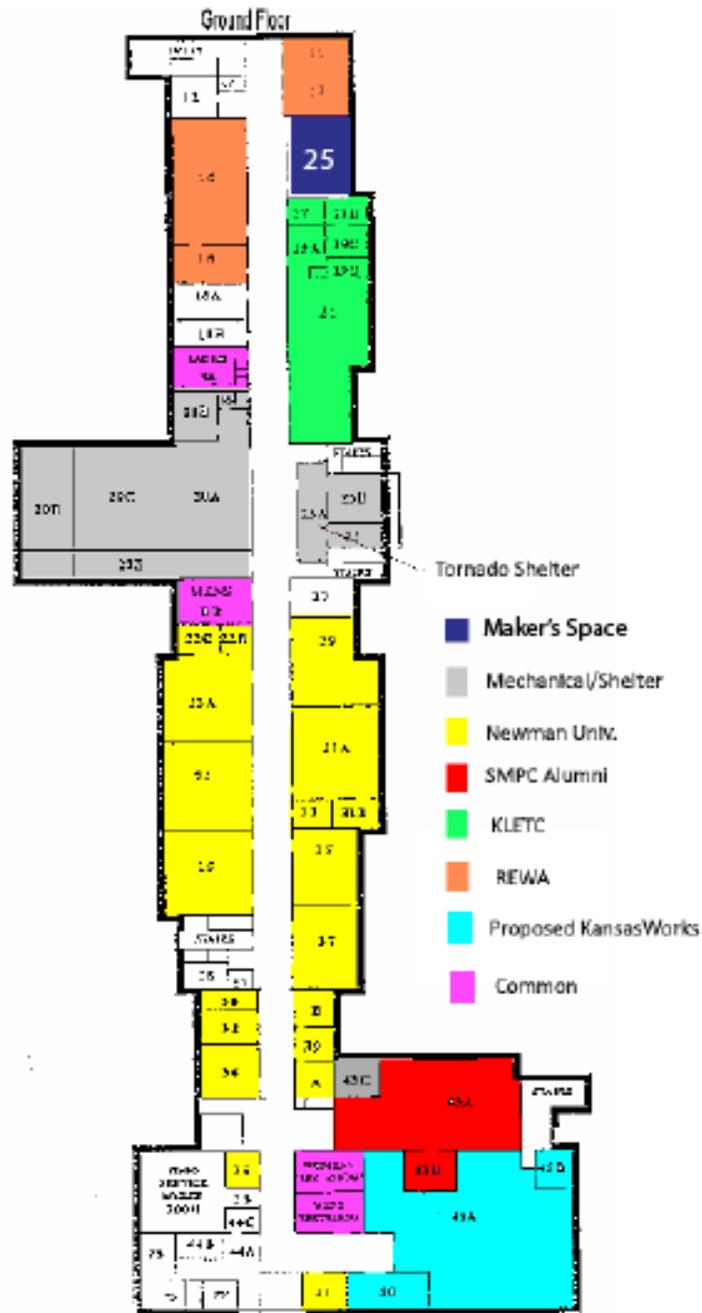
JUSTIFICATION: The Workforce Center is a new tenant in Hennessey Hall but has previously been located at 2308 First Avenue. The purpose of the center is to provide services for job seekers, employers, and training providers. It is an ideal fit with the other tenants in the building which include Rural Education and Workforce Alliance (REWA), the University Center, Newman University, the Southwest Kansas Area Agency on Aging and many other nonprofit tenants.

FINANCIAL CONSIDERATIONS: The term of this agreement is for a period of five years and Workforce Center will make quarterly lease payments \$5,425.88 for a total of \$21,703.52 annually. This rate was based on 2,422.50 square feet at the \$9.00 per square foot annual rate.

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 City Attorney has reviewed this agreement and found it to be standard language for state agencies and acceptable to the City.

ATTACHMENT:
Hennessey Ground Floor Plan
Lease Agreement
Kansas Workforce Office Space Proposal



REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A.75-3730, 3739 (1) and 3743, as amended. NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person:

LESSOR NAME:

Address: City:

State: Zip Code:

Telephone: Fax:

Email Address:

Type of Firm: Individual Partnership Corporation Government L.L.C.

Taxpayer Identification No.:

LESSEE (Second Party or 2nd Party)

Contact Person:

LESSEE NAME:

Address: City:

State: Zip Code:

Email Address:

Telephone: Fax:

Leased Property Description:

Street Address: City:

County: State: Zip Code:

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

1. TERM:

To have and hold the same for the term of:

- (a) Lease Term begin date: (mm/dd/yyyy)
- (b) Lease Term end date: (mm/dd/yyyy)
- (c) Length: years, months

2. RENTAL PAYMENTS:

Second Party agrees to pay equal installments of commencing on the 1st day of and on the 1st day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision .

Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.

The space herein above described contains square feet of space for office use at the rate of per square foot per annum; square feet of floor space for records and property storage use at the rate of per square foot per annum; and (square feet of floor space) (acres, more or less) for other use (specify): at the rate of per square foot per annum or per acre. Rental payments include the cost to lease the existing premises and any improvements made to the premises.

3. USE OF PREMISES:

Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purpose: .

The approximate Full-Time Equivalent (FTE) employee working on these premises is .

4. UTILITIES:

Public Utilities shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Electricity	First Party	<input type="text"/>
(b) Water	First Party	<input type="text"/>
(c) Telephone	Second Party	<input type="text"/>
(d) Gas	First Party	<input type="text"/>
(e) Heat	First Party	<input type="text"/>
(f) Other, please list <input type="text"/>	Choose an item.	<input type="text"/>

5. ADDITIONAL SERVICES:

Additional Services shall be paid for by the First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Grounds Maintenance, landscaping, parking areas, entrances and sidewalks	First Party	<input type="text"/>
(b) Snow Removal	First Party	<input type="text"/>
(c) Pest Control	Second Party	within leased space
(d) Custodial Service of Leased Area	Second Party	<input type="text"/>
(e) Custodial Service of Common Area	First Party	<input type="text"/>
(f) Trash Removal	First Party	<input type="text"/>
(g) Other, please list <input type="text"/>	Choose an item.	<input type="text"/>

6. SUBLETTING:

Second Party shall have the right to sublet any or all of the space herein leased to any other State agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party, said consent not to be unreasonably withheld. Lessee will notify Lessor if any sublet action occurs. If Second Party sublets to another State agency, Second Party’s obligation to pay the rent herein shall cease, provided, however, any such sub-tenant shall be bound by all conditions of this lease for the balance of the term.

7. REPAIR OF PREMISES:

The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalk and off-street parking area of the lease facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements in heating, ventilation and air-conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components. If the facility, fixtures or Second Party contents are damaged as a result of failure of the items listed above, First Party agrees to pay the costs to repair or replace the contents and fixtures and to restore the facility to a condition not less than the condition at the time of initial lease signing. First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three (3) days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid thirty (30) days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing. In the event First Party fails to make repairs and/or replacements within thirty (30) days and the Second Party elects not to contract for such services and deduct the cost from the rental payments, Second Party may terminate this Lease with ten (10) days notice to First Party and the obligation to occupy and to make rental payments shall cease. Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice, the Second Party will reimburse First Party for said decoration or remodeling costs.

8. UN-TENANTABLE PREMISES:

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be un-tenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to make rental payments, shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

Should at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after said sixty (60) day period with no penalty to the Lessee.

In the alternative, if the First Party fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal.

In addition, the obligation to occupy the leased premises and to make rental payments shall cease from the date of discovery of the hazardous substances. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and make rental payments shall cease from the date of discovery of the hazardous substances. The First Party shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are un-tenantable.

9. TERMINATION FOR CAUSE:

Should the First Party apply (i) for consent to the appointment of a receiver, trustee, custodian or liquidator of First Party, or of all of a substantial part of the assets of First Party, (ii) be unable, fail or admit in writing its inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of insolvency law or any answer admitting the material allegations of a petition filed against First Party in any bankruptcy, reorganization or insolvency proceeding, after thirty (30) days written notice, the Second Party may terminate this lease agreement.

10. TERMINATION FOR FISCAL NECESSITY:

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

11. AUTOMATIC HOLD OVER:

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

12. REMOVAL OF PERSONAL PROPERTY:

All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

13. AGREEMENT WITH KANSAS LAW:

This Lease Agreement shall be subject, governed by and construed according to the laws of the State of Kansas.

14. ANTI-DISCRIMINATION CLAUSE:

First Party Agrees:

- (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. S 12101 et seq.) (“ADA”), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person’s ability to reasonably perform the duties of a particular job or position;
- (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”;
- (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;
- (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
- (e) that failure to comply with the reporting requirements of (c) above or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract and the lease agreement may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration;
- (f) First Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations;
- (g) First Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited;
- (h) if it is determined that the first party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of the contract and the lease agreement may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration;
- (i) The obligation to occupy and to pay any unpaid balance or rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from the cancellation date.

15. BINDING EFFECT:

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

16. RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

17. LIABILITY FOR DAMAGES:

Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

18. ACCESSIBILITY:

If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines, ADAAG: also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and make rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date. Waiver of any element of this provision must be sought through application to the Director of Facilities and Property Management with the recommendation of the ADA Coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities):

1. Accessible parking, if parking is included in this contract.
2. An accessible route from an accessible entrance to primary function area (includes elevator if required to access other levels.
3. Accessible toilets.

19. ENERGY:

HVAC Performance: General office and common area shall be heated in the winter to maintain the space environment at 68 – 74 degrees Fahrenheit (F) with a relative humidity of 20 – 30 % and cooled in the summer at 68 – 78 degrees F with a relative humidity of 40 – 60 %. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4 – 10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode.

Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A

seven-day programmable time device will control all air handling systems where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/IESNA Standard 90.1 latest edition, Energy Design of New/Existing Commercial Buildings.

Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 & 72 degrees F. The HVAC system must be capable of maintaining +/- two (2) degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.

Two Kansas Administrative Regulations, (1-66-1 and 1-66-3), became effective February 4, 2011, requiring the completion of an energy audit for lease space. The K.A.R.'s require that each new lease, lease renewal or extension must include an energy audit for lease property. In the event the energy audit indicates that the lease space uses an excessive amount of energy, the owner or lessor is required to implement cost effective energy conservation measures that are approved by the Secretary of Administration to eliminate excessive amounts of energy usage.

20. ADDITIONAL REQUIRED DOCUMENTS CHECKLIST:

The following documents must be submitted with the signed Lease:

1. The Energy Star Portfolio Manager offers a self-performed audit. Please go to: <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager> and create an account. An approved substitute energy audit may be submitted in lieu of the Energy Star Portfolio Manager.
2. A Tax Clearance Certificate application may be obtained from the Kansas Department of Revenue at the following address: <http://www.ksrevenue.org/taxclearance.html>.
3. A self-performed Americans with Disabilities Act (ADA) Checklist is available at the Department of Administration's webpage under the Resources Section at the following address: <http://admin.ks.gov/offices/ofpm/real-estate-leasing>.
4. A certification in accordance with K.S.A. 75-3740e and K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of Israel. This does not apply to an Individual.
5. Policy Regarding Sexual Harassment, as required by Executive Order 18-4.

21. SPECIAL PROVISIONS:

The following Special Provisions indicated by a check mark and numbered as listed hereafter or those additional numbered Special Provision contained on an attachment, are made a part hereof and incorporated into this contract.

The following Special Provisions apply: (marked by an X in the checkboxes below)

- Spec. Prov. 1.** **Termination Prior to Expiration of Term:** Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of days notice in writing to First Party.
- Spec. Prov. 2.** **Renewal:** By the giving of notice in writing to First Party at least days prior to the end of the term specified, Second Party may renew this lease for an additional term of under the same rent, conditions and terms set out herein.
- Spec. Prov. 3.** **Parking:** First Party shall furnish to Second Party off-street parking for motor vehicles upon land adjacent to the leased facility.
- Spec. Prov. 4.** **Waiver:** A waiver to the Accessibility Standards as specified in paragraph 18 above is attached and incorporated in this contract and made a part hereof.
- Spec. Prov. 5.** **Liquidated Damages:** Should the premises not be available for occupancy on the first day of the lease term, the Lessee will have no obligation to make rental payments until occupancy is available. The Lessor agrees that liquidated damages in the amount of \$ per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy days after the first day of the lease term, Lessee may terminate the Real Estate Agreement.
- Spec. Prov. 6.** The request for Proposal and the Bidder's Response to the RFP including the Bidder's counter offer and best and final offer and all supporting documents, shall be incorporated into and made a part of this lease agreement.

22. ADDITIONAL SPECIAL PROVISIONS:

Additional Special Provisions, if any, should be set out on a separate sheet beginning with Number Seven (7). Special Provisions must be listed in numerical order to be considered effective to bind the First Party and Second Party to this agreement. Additionally, First Party and Second Party must sign their names immediately following the last listed Additional Special Provision on the attached sheet.

The following Additional Special Provisions apply:

APPROVALS OF LESSOR & LESSEE

Lessor

Date

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of the law, is with my approval and that the person signing the same for the State immediately below is authorized to do so.

Lessee

Date

APPROVALS OF THE STATE OF KANSAS: For Use by State of Kansas Signatories Only

Attorney, Department of Administration

Date

Director of Facilities and Property Management, Department of Administration

Date

Secretary of Administration

Date



Kansas WorkForce ONE

Office Space Proposal

Attn: Laura Patzner

1025 Main Street

Great Bend, KS. 67530

Patzner.laura@odle.com





**City of Dodge City
KansasWorks
Workforce Center Office Space Proposal
Hennessy Hall
236 San Jose Drive
Dodge City, KS. 67801**

- Appendix A- ADA Accessibility Self-Evaluation**
- Appendix B- Site Location Map**
- Appendix C- Future Parking**
- Appendix D- Floor Plan**

Hennessy Hall

Dodge City Kansas



The Proposal:

The City of Dodge City (City) is pleased submit a proposal for office space for KansasWorks' Dodge City Center at Hennessy Hall located at 236 San Jose Avenue. With newly added tenants University Center and Kansas Law Enforcement Training Center (KLETC) along with Newman University, Southwest Kansas Area Agency on Aging, and other compatible nonprofit tenants, this is an ideal location for the center. The proposed office is located on the ground floor, with adjacent parking, ADA accessibly and close access to public transit.

City of Dodge City's Core Purpose

This proposal and proposed lease agreement are consistent with the City's core purpose of ongoing Improvement as it facilitates additional opportunities in the community to provide training and resources for workforce.

Background:

Hennessy Hall is located on the St. Mary Complex, a 92-acre park owned and maintained by the City of Dodge City. The site was previously home to St. Mary of the Plains College, a private four-year college which closed in the early 90's.

Originally, the main administrative and instructional facility for the College, Hennessy Hall is listed on the National and State Register of Historic Places. The four-story brick building has over 130,000 sq. ft. of floor space and abundant parking. The building and grounds are maintained by the City and the facility provides office space for governmental and non-profit agencies.

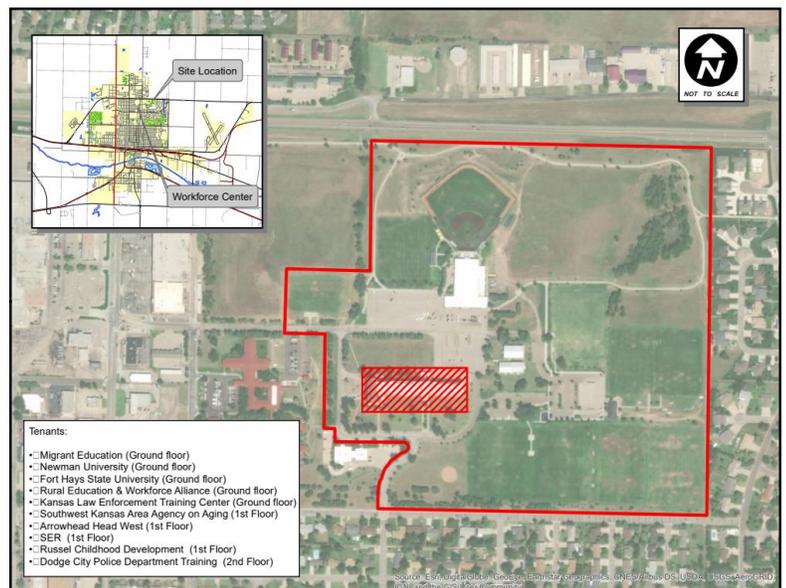


Figure 1 Map of Hennessy Hall Location

In recent years, the Complex has taken on a new life and significant investments have provided new and improved opportunities for the community. Hennessy Hall is home to economic development entities, nonprofits, and educational institutions. These entities include Rural Education and Workforce Alliance (REWA), Newman University, the Kansas Law Enforcement Training Center (KLETC) private entities such as Arrowhead West training facility, Lead For America, Russel Child Development, SER and Southwest Kansas Area Agency on Aging.

In addition to Hennessy Hall, the St. Mary Complex includes the Sheridan/Dodge City YMCA, St. Mary Soccer Complex, Cavalier Baseball Field, and the Arrowhead West Life Skills Training Center.

GENERAL CRITERIA

Site location:

Hennessy Hall is conveniently located near Central Avenue and Highway 50, both well-traveled routes, near the Dodge City's northeast corridor business district including the Village Square Mall and restaurants. It is also adjacent to the YMCA including the Childcare center, walking trails, outdoor exercise equipment and Saint Mary's Soccer Complex.

Office Space:

The office space, (rooms 40 and 45A), ground floor), comprises approximately 2,971 square foot, featuring an open office area to encourage collaboration at work. There is also a sink and space for a table, chairs, refrigerator, and microwave for a break room. An interior closet is available for the phone/server room. If additional climate control is needed for the server, it will be at the expense of KansasWorks. For private meetings or counseling services there is an enclosed room immediately adjacent to the office space with hard wall construction and a door.

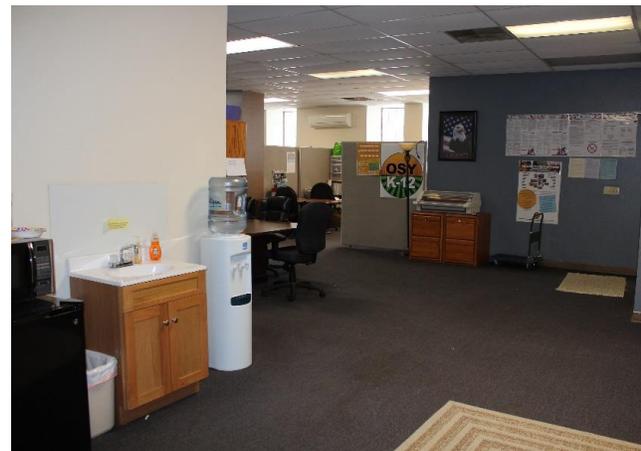


Figure 2 Proposed Office location

Shared Space:

Conference/training rooms (rooms 11,13 & 14) are available for shared use at the east end of the ground floor in the University Center classrooms. These rooms are equipped with technology to host virtual meetings and trainings. A kitchenette and refrigerator are available as well. Schedule must be coordinated with the Rural Education Workforce and Education Coordinator.



There are four shared restrooms available on the ground floor including:

Adjacent to proposed office space:

- 1 single person use, ADA accessible, men’s and women’s restroom
- 1 women’s restroom

Adjacent to Conference/Training Room:

- 1 recently remodeled ADA accessible men’s room with three (3) stalls.
- 1 recently remodeled ADA accessible women’s room with five (5) stalls.

ADA Compliance:

The City is in the process of implementing automatic door openers at the west entrance for ADA accessibility. Braille signage is provided on all restrooms. In addition, attached is a Self-Evaluation indicating ADA accessibility in the building.

Parking Availability:

Ample parking is available on site with over 500 spaces located within one block of the building. Adjacent off-street parking for 12 to 15 employee and customer vehicles is located at the west entrance and is accessible for people with disabilities. As the City budget allows, the existing, parking lot for Hennessy Hall will be updated to provide additional parking. Attached is a site plan for the proposed parking lot improvements.



Proximity to Public Transit:

A stop for Public Transit is located at Avenue A and Campus Drive near Hennessy Hall. Paratransit, origin to destination service, is available for those who qualify due to a permanent or temporary disability. More information is available at <https://www.dodgecity.org/727/Public-Transportation>.

Building Access:

The building is accessible during the week, after hours and on weekends. KansasWorks will be provided a key for access to the exterior doors on the ground floor.



Building Safety and Security:

Lighting is provided on the exterior walls of the facility and parking lots. Tenants at their own expense have the option to provide their own security system for their office space.

Cost/Lease Rates:

The annual base lease amount will be \$26,739 equal to nine (\$9) per sq. ft. Lease payments are prorated monthly and billed through the City of Dodge City. The tenant is not responsible for the payment of taxes, building insurance, maintenance, or general building improvements initiated by the City.

Utilities:

- Gas, electric, water and sewer, and sanitation paid by the City.
- Phone and data are the responsibility of KansasWorks.

Lease Term:

Flexible lease terms from two (2) to five (5) years.

Custodial Service:

The City provides custodial service in common areas and is responsible for all grounds maintenance and snow removal when required. Kansas Works is responsible for custodial service in leased office spaces and after use of shared conference/training space.

Proposed Building Improvements:

City proposes making the following improvements at City’s cost and are included in the proposed base lease rate:

- Replace existing carpeting in office space.
- ADA push buttons for west entrance doors
- ADA improvements to existing Men’s Restroom

- Install required telecommunications and wiring outlets or jacks to meet voice and data requirements for KansasWorks.

Additional Renovations:

Additional renovations may be desired by KansasWorks. City and KansasWorks may negotiate the nature of any additional renovations to the interior leased space and the City will arrange for the completion of agreed upon improvements. The cost for the improvements will be prorated over the term of the lease and added to the lease contract as Additional Rent.

All improvements are required to be submitted for review by the Kansas Historical Society.

For More Information: Melissa R. McCoy
Assistant City Manager/Public Affairs
City of Dodge City
(620) 225-8100
melissam@dodgecity.org

Appendix A- ADA Accessibility ‘Self-Evaluation’

This checklist is not all inclusive but should address the main areas in Hennessey Hall.

X Door openings:

The clear door openings for all doors in the common use area(s), that allow someone to pass through it, is at least 32” wide (requires 34” or 36” door). See also maneuvering clearances at doors in Uniform Federal Accessibility Standards (UFAS).

(notes example(s): All door openings, except for restricted areas meet standards. Reasonable accommodations are met.

Notes: **All existing door openings are 36” wide and meet requirements.**

X Lever Hardware:

Lever-operated mechanisms for plumbing fixtures & door handles are provided in common use area(s).

(notes example: All exit/entrance doors to public areas are equipped with “pull/push” hardware.)

Notes: **Doors not having lever hardware have been upgraded to full compliance with renovation project completed 10/09/2020**

X Vertical Rises:

The maximum vertical rise, including thresholds and deformities in concrete walks, cannot exceed ½ inch.

(reference: Section 4.13.8 of ADA Accessibility Guidelines for Buildings & Facilities).

(notes example: All vertical rises in the structure do not exceed ½ inch.)

Notes: **Non-compliant situation at east entrance has been renovated to provide full compliance with renovation project completed 10/09/2020.**

X Handicapped Parking:

Provide an asphalt or concrete handicapped parking space, ramp, & accessible route. (Section 4.6.2-6 & Figure example attached).

(example(s): Adequate signed handicapped parking is located near the front entrance of the facility.

Reasonable accommodations are met by.....)

Notes: **In compliance. Markings have been repainted and new signage installed.**

X Handicapped Parking Signs:

Locate on post at front of handicap parking space(s) per requirements. (notes ex: The handicapped parking area is appropriately signed.)

Notes: **In Compliance**

X Accessibility Route:

An accessible route (sidewalks) from parking to common use area(s) is required.

(notes ex: Accessibility route meets requirements. / ... Improvements are being done. / Reasonable accommodations are met by.....)

Notes: **In compliance. Renovation project completed 10/09/2020 provided new sidewalk and accessible route.**

Appendix A- Accessibility ‘Self-Evaluation’(continued)

X Reach Limits:

Ensure common use area(s) and bathrooms light switches, etc. meet the required reach limits.

Notes: **In compliance.**

X Ramps:

Ramps must not slope more than 1:12 and must have handrails or guardrails as applicable. Exterior sidewalks must not exceed a 1:20 slope, except for curb ramps which may be a 1:12 slope. (notes ex: no ramps required / Ramps meet requirements. / Improvements are being done. / Reasonable accommodations are met by.....)

Notes: **Ramp renovated and replaced 10/09/2020. In compliance.**

X Restrooms:

Public toilets must provide a space for wheelchairs to maneuver clear of door swing. A bathroom with a 5’ turning radius is preferable. Grab bar(s) heights & placement as required. (notes ex: public restroom meet all accessibility requirements / no public restrooms / improvements are being done.

/ Reasonable accommodations are met by.....)

Notes: **Men’s and women’s restrooms renovated 10/09/2020 to provide full compliance.**

X Restroom Handrail & Grab Bars:

(notes ex: public restroom meet all accessibility requirements / we understand some reasonable variation in grab bar installation may be acceptable to comply w/ requirements / no public restrooms / improvements are being done. / Reasonable accommodations are met by.....)

Notes: **Men’s and women’s restrooms renovated 10/09/2020 to provide full compliance.**

Name of Recipient Entity in which ‘Self Evaluation’ is being completed:

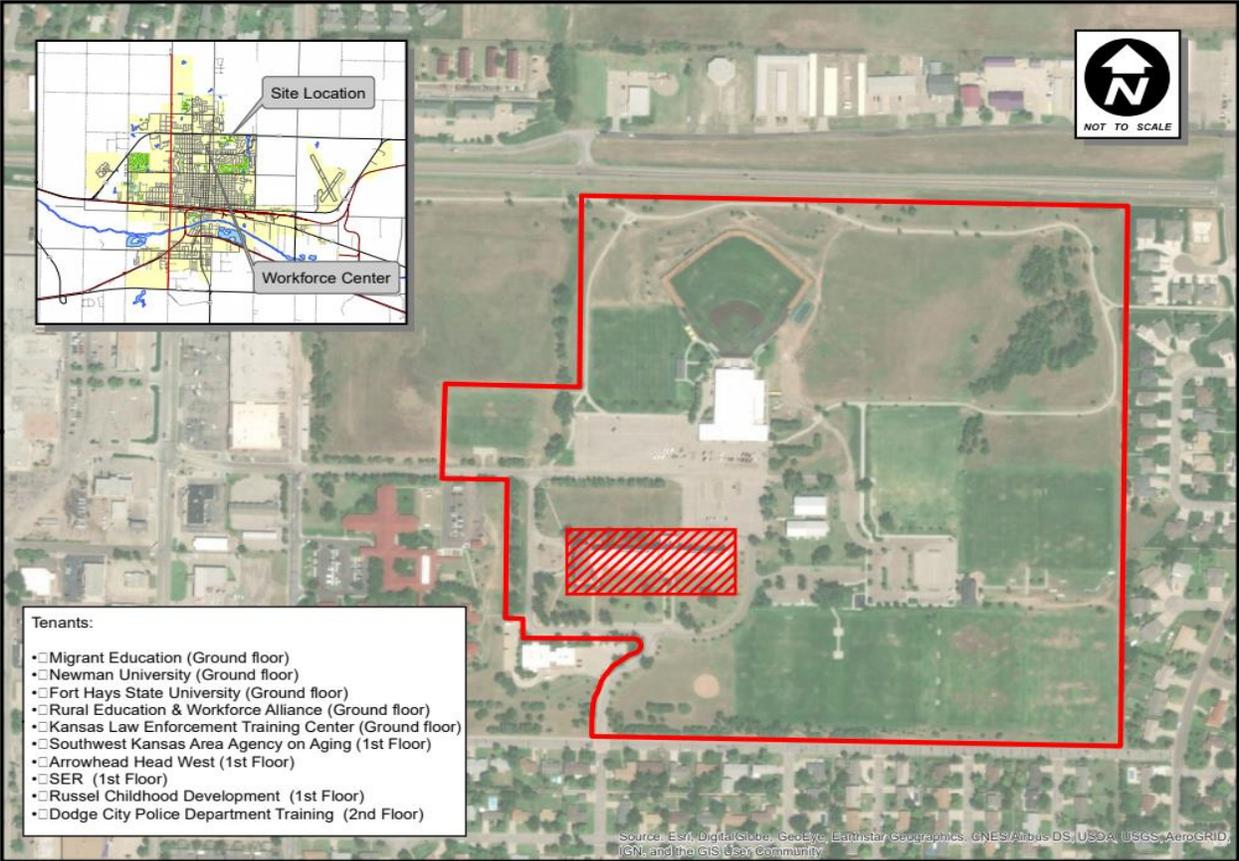
City of Dodge City

Individual completing ‘Self Evaluation’ (printed): Paul Lewis

Individual completing ‘Self Evaluation’ (signature): 

Date ‘Self Evaluation’ was completed: 10/26/2020 (date)

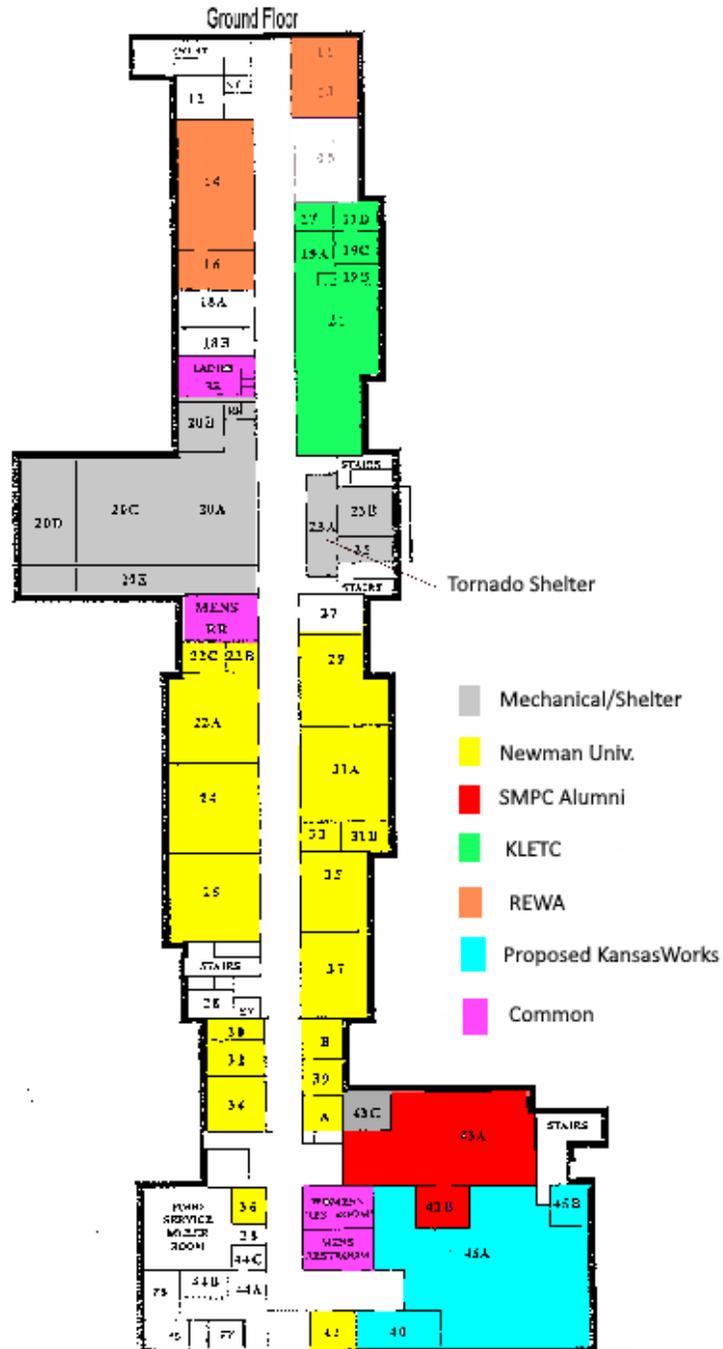
Appendix B- Site Location Map



Appendix C- Future Parking



Appendix D- Floor Plan





Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Daniel Cecil, Parks and Facilities Director
Date: September 20, 2021
Subject: Approval of Hennessey Hall Lease with Prairie Independent Living
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the lease with Prairie Independent Living Resource Center, Inc. for space at Hennessey Hall.

Background: Prairie Independent Living Resource Center (PILR) desires to lease office space at Hennessey to provide services to the community. PILR is a private, nonprofit, nonresidential, consumer-driven agency endeavoring to promote the full inclusion of people with disabilities into the community of their choice.

Justification: PILR is a for nonprofit company that is consistent and compatible with other entities currently housed in the facility.

Financial Considerations: The annual lease payment will be \$5,652.00 based on the standard \$6 per sq. ft. price charged to nonprofit tenants at this facility. Lease payments are prorated monthly and billed through 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 educate themselves to improve their quality of life.

Legal Considerations: The agreement is the standard form used with all Hennessey tenants. The term of this agreement is for one year. 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 Prairie Independent Living Resource Center, 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 the TENANT agree as follows:

- 1) **LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. The portion of the premises hereby leased to the TENANT is indicated on the attached document, comprising approximately nine hundred forty-one (941) square feet, and labeled as Room 125 and Storage Room 136. 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 October 1st, 2021 and shall continue until September 30, 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 (2) 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 the LANDLORD no less than three (3) months in advance of the expiration of the Lease Term or any Renewal Term.
- 3) **LEASE RENTAL:** During the first year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of Five thousand, six hundred and fifty-two dollars (\$5,652.00), representing a square footage rental rate of \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of four hundred seventy-one dollars (\$471.00), beginning on the first day of October 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 nine hundred and forty-one (941) 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 0.4%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 0.4%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by nine hundred forty-one (941) square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted Base Rent, as provided above, shall be due and payable to the LANDLORD in monthly installments commencing on October 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 2021.
- 5) **REPAIR AND MAINTENANCE:** Throughout the term of this Lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of Hennessey Hall and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased premises including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.
- The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located within the leased premises.
- The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.
- 6) **SIGNAGE:** The TENANT will be responsible for any individual tenant signage inside Hennessey Hall it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7) **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.
- 8) **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9) **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10) **TENANT RENOVATIONS:** The TENANT acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

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

The TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. 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 leased premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.

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

13) **CASUALTY INSURANCE:** The LANDLORD agrees to keep the Hennessey Hall insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

14) **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

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 236 San Jose., Dodge City, Kansas 67801.

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

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

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
RICK SOWERS, MAYOR

APPROVED:

By: _____
CONNIE MARQUEZ, CITY CLERK

PRAIRIE INDEPENT LIVING RESOURCE CENTER,
INC.

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Daniel Cecil, Parks and Facilities Director
Date: September 20, 2021
Subject: Approval of Hennessey Hall Lease with First Step Counseling, LLC
Agenda Item: Consent Calendar

Recommendation: Staff recommends approval of the lease with First Step Counseling LLC for space at Hennessey Hall.

Background: First Step Counseling owned by Tim McClure desires to adjust office space at Hennessey to provide counseling services. The type of counseling he will offer is called mental health therapy, which is very similar to what Compass Behavioral Health offers. First Step Counseling will focus on those who experience PTSD (Post Traumatic Stress Disorder) and suffer from Trauma experiences. First Step Counseling LLC is a Kansas for-profit company. The tenant is currently housed in room 125 at Hennessey Hall and desires to lease the space designated as room 40 on ground floor.

Justification: First Step Counseling is a for-profit company that is consistent and compatible with other entities currently housed in the facility.

Financial Considerations: The annual lease payment will be \$1,452.00 based on the standard \$8 per sq. ft. price charged to for-profit tenants at this facility. Lease payments are prorated monthly and billed through City Hall.

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 educate themselves to improve their quality of life.

Legal Considerations: The agreement is the standard form used with all Hennessey tenants. The term of this agreement is for one year. 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 First Step Counseling L.L.C., 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 the TENANT agree as follows:

- 1) **LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. The portion of the premises hereby leased to the TENANT is indicated on the attached document, comprising approximately one hundred eighty-one point five (181.5) square feet and labeled as Room 40. 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 October 1st, 2021 and shall continue until September 30, 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 (2) 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 the LANDLORD no less than three (3) months in advance of the expiration of the Lease Term or any Renewal Term.
- 3) **LEASE RENTAL:** During the first year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of one thousand, four hundred and fifty two dollars (\$1452.00), representing a square footage rental rate of \$8.00 per square foot, said annual amount to be paid in equal advance monthly installments of one hundred twenty-one dollars (\$121.00), beginning on the first day of October 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 one hundred and eighty one point five (181.5) 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 0.4%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 0.4%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by one hundred eighty-one point five (181.5) square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted Base Rent, as provided above, shall be due and payable to the LANDLORD in monthly installments commencing on October 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 2021.
- 5) **REPAIR AND MAINTENANCE:** Throughout the term of this Lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of Hennessey Hall and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased premises including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.
- The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located within the leased premises.
- The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.
- 6) **SIGNAGE:** The TENANT will be responsible for any individual tenant signage inside Hennessey Hall it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
 - 7) **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.
 - 8) **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9) **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10) **TENANT RENOVATIONS:** The TENANT acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

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

The TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. 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 leased premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.

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

13) **CASUALTY INSURANCE:** The LANDLORD agrees to keep the Hennessey Hall insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

14) **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

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 236 San Jose., Dodge City, Kansas 67801.

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

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

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
RICK SOWERS, MAYOR

APPROVED:

By: _____
CONNIE MARQUEZ, CITY CLERK

FIRST STEP COUNSELING

By: _____
TIM MCCLURE, OWNER



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Kevin Israel, Director of Development Services
Date: September 8, 2021
Subject: Adoption of 2018 International Building Codes
Agenda Item: Ordinance #3762

Recommendation: Attached you will find Ordinance No. 3762 amending and adopting revisions to Chapter IV, Building and Construction, of the Dodge City Code. The Development Services Department, the Building Board, and the Fire Board have worked together to review these codes for adoption and staff recommends approval.

Background: The City is currently under the 2009 International Building Codes adopted by Ordinance No. 3526 and 3553 were passed and approved by the Governing Body on February 20th, 2012.

Justification: Adopting more current codes is essential to the community to ensure that safe building practices are followed and that all buildings meet minimum safety standards.

Financial Considerations: None

Purpose/Mission: To assist the public and to direct and encourage quality community development which enhances the city, protects the environment, and makes the community a better place to live.

Legal Considerations: None

Attachments: Ordinance No. 3762
Letter of recommendation for approval from the Building Board
Letter of recommendation for approval from the Fire Board

ORDINANCE NO. 3762

AN ORDINANCE AMENDING AND ADOPTING REVISIONS TO CHAPTER IV, BUILDING AND CONSTRUCTION, OF THE DODGE CITY CODE: AND AMENDING ORDINANCES NO. 3526 & 3553 OF THE CITY OF DODGE CITY: ADOPTING BUILDING AND PROPERTY MAINTENANCE CODES BY REFERENCE AND PROVIDING FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES FOR SAID PERMITS: PROVIDING FOR LICENSING OF CONTRACTORS AND TRADES AND PROVIDING FOR PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THE ORDINANCE.

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

SECTION 1: The Table of Contents is hereby amended as follows:

- Article 1. 2018 International Building Code
- Article 2. 2017 National Electrical Code
- Article 3. 2018 International Plumbing Code
- Article 5. 2018 International Mechanical Code
- Article 6. 2018 International Property Maintenance Code
- Article 17. 2018 International Fuel Gas Code
- Article 18. 2018 International Existing Building Code
- Article 19. 2018 International Residential Code
- Article 20. 2018 International Fire Code

SECTION 2: The Dodge City Code provision 4-101 is amended as follows:

4-101 2018 INTERNATIONAL BUILDING CODE. The 2018 International Building Code is hereby adopted as the Building Code of the City of Dodge City for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure the structures are safe, sanitary and fit for occupation and use; and condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures in the City of Dodge City; providing for the issuance of permits and collection of fees, including Appendix Chapters C,D,E,F,G,I,J,L,M & N.

4-101.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL BUILDING CODE. The following sections of the Building Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IBC101.1 Title: Amended to read as follows: These regulations shall be known as the Building Code of the City of Dodge City, hereinafter referred to as “this code.”

- b) Building permits will be required for all exterior improvements for structures designated on the Local, State or National Historic Register. Exterior improvements will include the following: Window replacement, door and door frame replacement, repainting, siding, tuck pointing, gutter replacement, altering a façade, altering signage, replacing awnings, replacing roofing, and making structural changes.
- c) K.S.A 12-16,219 prohibits any jurisdiction from requiring residential sprinklers to be installed.
- d) IBC105.2 Work exempt from permit. Subsections 1,2,4,5,6,12. Deleted

SECTION 3: The Dodge City provision 4-108 is amended as follows:

4-108 DETACHED SMALL STRUCTURE FOUNDATIONS:

For small, detached structures containing 600 or less square ft in floor area, foundations shall meet the following requirements:

- (a.) Storage sheds of 300 sq ft or less, no foundation is required.
- (b.) Storage sheds of 300-600 sq ft in size shall have a spread footing of a minimum bottom width of 12", and a minimum depth of 12" below grade. The structure must be at least 6" above grade.
- (c.) Any structure over 600 sq ft, regardless of use shall have a minimum footing of 30" depth, and 8" width. The structure must be at least 6" above grade.
- (d.) Any enclosed structure for the purpose of, or capable of vehicle storage shall have footings at a minimum of 30" depth, 8" width, and include a 4" parking slab of concrete or hot mixed asphalt. The structure must be at least 6" above grade.
- (e.) All light weight, pre engineered carports shall have a footing of a minimum 12" width, and 12" depth, with a 4" parking slab of dustless surface (concrete or hot mixed asphalt).
- (f.) All stick-built carports must have a minimum footing of 30" depth, and 8" width. If the structure is built in "pole barn" fashion concrete piers of 30" depth 8" width is required.

SECTION 4: The Dodge City Code provision 4-201 is amended as follows:

4-201 2017 NATIONAL ELECTRICAL CODE. The NFPA 70 National Electrical Code, 2017 Edition, as promulgated by the National Fire Prevention Association is hereby

adopted as the Electrical Code of the City of Dodge City for the purposes of providing practical safeguarding of persons and property from hazards arising from the use of electricity in the City of Dodge City; providing for the issuance of permits and collection of fees, including Annex Chapters A,B,C,D,E,F,G,I, & J.

4-201.1 AMENDMENTS AND DELETIONS TO THE 2017 NFPA 70 NATIONAL ELECTRIC CODE. The following sections of the Electrical Codes adopted by references in this article are hereby amended or deleted as follows:

- a) NEC 230.70(A)(1) Readily Accessible Location. Amended to read as follows:
The service disconnecting means shall be installed at a readily accessible location outside of a building or structure nearest the point of entrance of the service conductors.

SECTION 5: The Dodge City Code Provision 4-301 is amended as follows:

4-301 2018 INTERNATIONAL PLUMBING CODE. The 2018 International Plumbing Code is hereby adopted as the Plumbing Code of the City of Dodge City for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, addition to, use or maintenance of plumbing systems in the City of Dodge City; providing for the issuance of permits and collection of fees, including Appendix Chapters B,C,D, & E.

4-301.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL PLUMBING CODE. The following sections of the Plumbing Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IPC 101.1 Title. Amended to read as follows: These regulations shall be known as the Plumbing Code of the City of Dodge City hereinafter referred to as “this code.”
- b) IPC 106.6.2 Fee schedule. Amended to read as follows: The fees for all plumbing work shall be as indicated in the following schedule: Resolution No. 2021-24
- c) IPC 106.6.3 Fee refunds. Deleted
- d) IPC 108.4 Violation penalties. Amended to read as follows: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than 500 dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- e) IPC 108.5 Stop work orders. Amended to read as follows: Upon notice from the code official, work on any plumbing system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than 500 dollars.
- f) IPC 305.4.1 Sewer depth. Deleted
- g) IPC 410.2 Small occupancies. Amended to read as follows: Drinking fountains shall not be required for an occupant load of 50 or fewer.
- h) IPC 903.1 Roof extensions. Amended to read as follows: Open vent pipes that extend through a roof shall be terminated not less than six inches (6") above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

SECTION 6: The Dodge City Code provision 4-501 is amended as follows:

4-501 2018 INTERNATIONAL MECHANICAL CODE. The 2018 International Mechanical Code is hereby adopted as the Mechanical Code of the City of Dodge City for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the City of Dodge City; providing for the issuance of permits and collection of fees, including Appendix Chapter A.

4-501.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL MECHANICAL CODE. The following sections of the Mechanical Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IMC 101.1 Title. Amended to read as follows: These regulations shall be known as the Mechanical Code of the City of Dodge City, hereinafter referred to as "this code."
- b) IMC 106.5.2 Fee schedule. Amended to read as follows: The fees for mechanical work shall be indicated in the following schedule. Resolution No. 2021-24

- c) IMC 106.5.3 Fee refunds. Deleted
- d) IMC 108.4 Violation penalties. Amended to read as follows: Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than 500 dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- e) IMC 108.5 Stop work orders. Amended to read as follows: Upon notice from the code official that mechanical work is being performed contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than 500 dollars.

SECTION 7: The Dodge City Code provision 4-601 is amended as follows:

4-601 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE. The 2018 International Property Maintenance Code is hereby adopted as the property maintenance code of the City of Dodge City.

4-601.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE. The following sections of the Property Maintenance Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IMPC 101.1 Title. Amended to read as follows: These regulations shall be known as the International Property Maintenance Code of Dodge City, hereinafter referred to as "this code."
- b) IPMC 103.5 Fees. Amended to read as follows: The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule. Resolution No. 2021-24

- c) IPMC 112.4 Failure to comply. Amended to read as follows: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than 500 dollars.
- d) IPMC 302.4 Weeds. Amended to read as follows: Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
- e) IPMC 304.14 Insect screens. Deleted
- f) IPMC 602.3 Heat supply. Amended to read as follow: Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.
- g) IPMC 602.4 Occupiable work spaces. Amended to read as follows: Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

SECTION 8: Dodge City Code provision 4-1701 is amended as follows:

4-1701 2018 INTERNATIONAL FUEL GAS CODE. The 2018 International Fuel Gas Code is hereby adopted as the Fuel Gas Code for the City of Dodge City for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of gas piping and gas appliances installed, maintained, altered or repaired within the City of Dodge City; providing for the issuance of permits and collection of fees, including Appendix Chapter A,B,C, & D.

4-1701.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL FUEL GAS CODE. The following sections of the Fuel Gas Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IFGC 101.1 Title. Amended to read as follows: These regulations shall be known as the Fuel Gas Code of Dodge City, hereinafter referred to as “this code.”
- b) IFGC 106.6.2 Fee schedule. Amended to read as follows: The fees for work shall be as indicated in the following schedule. Resolution No. 2021-24
- c) IFGC 106.6.3 Fee refunds. Deleted
- d) IFGC 108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter

or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than 500 dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- e) IFGC 108.5 Stop work orders. Amended to read as follows: Upon notice from the code official that mechanical work is being performed contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than 500 dollars.

SECTION 9: Dodge City Code provision 4-1801 is amended as follows:

4-1801 2018 INTERNATIONAL EXISTING BUILDING CODE. The 2018 International Existing Building Code is hereby adopted as the Existing Building Code by the City of Dodge City for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings within the City of Dodge City; providing for the issuance of permits and collection of fees; including the Appendix Chapters A,A1,A2,A3,A4,A5,B,C,C1,C2, & Resource A.

4-1801.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL EXISTING BUILDING CODE. The following sections of the Existing Building Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IEBC 101.1 Title. Amended to read as follows: These regulations shall be known as the Existing Building Code of Dodge City, hereinafter referred to as "this code."

SECTION 10: Dodge City Code provision 4-1901 is amended as follows:

4-1901 2018 INTERNATIONAL RESIDENTIAL CODE. The 2018 International Residential Code For One-and Two-Family Dwellings is hereby adopted as the Residential Code of the City of Dodge City for regulating and governing construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings in the City of Dodge City; providing for the issuance of permits and the collection of fees; including Appendix Chapters A,B,C,D,E,F,G,H,J,K,M,N,O,P,Q,R,S, & T.

4-1901.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL RESIDENTIAL BUILDING CODE FOR ONE- AND TWO-FAMILY DWELLINGS. The

following sections of the Building Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IRC 101.1 Title. Amended to read as follows: These provisions shall be known as the Residential Code for One- and Two-family Dwellings of the City of Dodge City, and shall be cited as such and will be referred to herein as “this code.”
- b) IRC105.2 Work exempt from permit. Subsections 1,2,3,4,5,9, &10. Deleted
- c) Table R301.2(1) Amended to read as follows:

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD ¹	WIND DESIGN				SEISMIC DESIGN CATEGORY ¹	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ²	ICE BARRIER UNDERLAYMENT REQUIREMENT ³	FLOOD HAZARD DS ⁴	AIR FREEZING INDEX ⁵	MEAN ANNUAL TEMP ⁶
	Speed ^d (mph)	Topographic effects ⁴	Special wind region ¹	Windborne debris zone ¹¹		Weathering ⁸	Frost line depth ⁹	Termite ⁷					
15	115	No	No	No	A	Severe	30"	Moderate to Heavy	5	No	1976	699	55.1

Footnotes for Table R301.2(1)

- a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(4). The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.
- b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth with Section R301.2.1.4.
- e. The outdoor design dry-bulb temperature shall be selected from the columns of 97 1/2-percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official. [Also see Figure R301.2(1).]
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of the currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.
- h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the

jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 Percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."*
 - j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."*
 - k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.*
 - l. In accordance with Figure R301.2(5)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.*
 - m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.*
 - n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.*
 - o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2(6).*
- d) IRC R302.5.1 Opening protection. Amend to read as follows: Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20- minute fire-rated doors.
- e) IRC 302.13 Fire protection of floors. Deleted
- f) Table R507.3.1 Minimum Footing Size for Decks. Deleted
- g) IRC Chapter 11 Energy Efficiency. Deleted
- h) IRC P2503.5.1 Rough plumbing. Amend to read as follows: DWV systems shall be tested on completion of the rough piping installation by water, or by air, without evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed as follows:
- i) IRC P2603.5.1 Sewer depth. Deleted
- j) IRC E3601.6.2 Service disconnect location. Amend to read as follows: The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors.
- k) IRC E3608.1 Grounding electrode systems. Amend to read as follows: All electrodes specified in Sections E3608.1.1, E3608.1.3, E3608.1.4, E3608.1.5 and E3608.1.6 that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these electrodes

are present, one or more the electrodes specified in Sections E3608.1.3, E3608.1.4, E3608.1.5 and E3608.1.6 shall be installed and used.

- l) IRC E3902.16 Arc-fault circuit-interrupter protection. Deleted
- m) IRC E3902.17 Arc-fault circuit-interrupter protection for branch circuit extensions or modifications. Deleted

SECTION 11:

4-2001 2018 INTERNATIONAL FIRE CODE. The 2018 International Fire Code is hereby adopted as the Fire Code of the City of Dodge City for the purpose of regulating and governing the safeguarding of life and property from the hazard of fire and explosion arising from the storage, handling or use of structures, property, processes, materials or devices, from conditions hazardous to life, property or public welfare in the occupancy of structures, premises or property and from fire hazards arising from the occupancy or operation of structures, premises, or property in the City of Dodge City and for the purpose of regulating and governing matters related to the construction, extension, repair, alteration, or removal of fire suppression or alarm systems and conditions affecting the safety of fire fighters and emergency responders during emergency operations in the City of Dodge City; providing for the issuance of permits and the collection of fees;

4-2001.1 AMENDMENTS AND DELETIONS TO THE 2018 INTERNATIONAL FIRE CODE. The following sections of the Fire Codes adopted by references in this article are hereby amended or deleted as follows:

- a) IFC 101.1 Title. Amended to read as follows: These regulations shall be known as the Fire Code of Dodge City, hereinafter referred to as “this code.”
- b) IFC 110.4 Violation penalties. Amended to read as follows: Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than 500 dollars or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that violation continues after due notice has been served shall be deemed a separate offense.
- c) IFC 112.4 Failure to comply. Amended to read as follows: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than 500 dollars.

July 12, 2021

City Commission
City of Dodge City
806 North 2nd Avenue
Dodge City, KS 67801

RE: Adoption of 2018 Building Codes

Dear Commissioners,

This letter is in reference to the building codes as adopted by the City of Dodge City. The adopted codes allow City staff to enforce regulations that keep our city's commercial and residential infrastructure safe. These codes are published by the International Code Council on a three-year cycle. Our current adopted codes are from the 2008-2009 cycle.

The Building Board of Appeals board members have reviewed and discussed adopting the 2017-2018 cycle of codes, with the idea of bringing our enforceable regulations up-to-date and in keeping with other municipalities in the region. The board members would like to submit this letter of approval stating our support of adoption of the 2017-2018 building codes as recommended by City staff.

By direction of the Board,

Dana Williamson

Dana Williamson
Chair

Leandra Benson

Ernie Harger

Mike Cook

Randy

[Signature]

W-H

July 12, 2021

City Commission

City of Dodge City

806 North 2nd Avenue

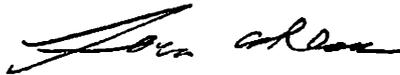
Dodge City, KS 67801

RE: Adoption of New Codes

Dear Commissioners,

This letter is in reference to the building codes as adopted by the City of Dodge City. The adopted codes allow City staff to enforce regulations that keep our city's commercial and residential infrastructure safe. These codes are published by the International Code Council on a three-year cycle. Our current adopted codes are from the 2008-2009 cycle. The Fire Board of Appeals board members have reviewed and discussed adopting the 2017-2018 cycle of codes, with the idea of bringing our enforceable regulations up-to-date and in keeping with other municipalities in the region. The board members would like to submit this letter of approval stating our support of adoption of the 2017-2018 fire codes as recommended by City staff.

By direction of the Board,

A handwritten signature in black ink, appearing to read "Loren Ashlock". The signature is written in a cursive style with a large initial "L".

Loren Ashlock

Chair



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 09/20/21
Subject: RHID
Agenda Item: Ordinance No. 3763

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Volz Builders. The second action required is the approval of Ordinance 3763 which includes approval of the Ordinance and the Development Plan.

Background: In 2010, the City staff began working with developers interested in building multi-family and single-family residential developments. Most developers were interested in utilizing the Rural Housing Incentive District program which provides assistance for various eligible costs such as infrastructure. The Volz Builders development will provide twenty-four (24) single-family residences with a market value of not less than \$ 170,000.00 each. The housing facilities will be constructed in Phases. The proposed single family units consist of three bedroom homes with garages comparable to the area.

Justification: Offering this incentive helps reduce the cost of construction for the developer which in turn allows projects to cash flow and become feasible. Without such incentives, projects appear to not cash flow in our market, deterring developers.

Financial Considerations: The County and the School District have no risk in this process; in addition, they would not have received the increment as the development would not have been feasible without the incentive. The City has minimal risk with this developer due to the issuances of general obligation bonds, and feel that the agreement lessens that risk. Should the developer not complete the full development, the developer will simply not receive the increment.

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

Legal Considerations: None

Attachments: Development Agreement, Ordinance 3763 and Development Plan.

ORDINANCE NO. 3763

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (MILSTOCK ADDITION)

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

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

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

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

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

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

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

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2020-02 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of

such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated April 3, 2020, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “District”); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the “Plan”); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for September 6, 2016 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2021-06 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for April 5, 2021 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on April 5, 2021, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted April 5, 2021 was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, an addition to the City of Dodge City, Ford County, Kansas:

Beginning at the southwest corner of Lot 16, Block 3, Milstock Addition; thence North along the west line of Lots 16 through 3, block 3 to the northwest corner of said Lot 3, Block 3; thence East along the north line of Lot 3, Block 3, and the north line of Lot 3, Block 2 to the northeast corner of said Lot 3, Block2; thence continuing East along the extended north line of said Lot 3, Block 2 to the east line of the plated Park and Water Way being the west right of way line of Riney Ave.; thence South along the west right of way line of Riney Ave. to the north right of way line of Division St.; thence West along the north right of way line of Division St. to the southwest corner of lot 16, Block3 Milstock Addition and the point of beginning.

The boundaries of the District do not contain any property not referenced in Resolution No. 2021-06, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on April 5, 2021, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- a. The Board of Education of U.S.D. No. 443 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Ford County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Ford County or Unified School District No. 443.

Section 5. Reimbursement. The Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Dodge City, Kansas and publication one time in the official City newspaper.

[remainder of this page left blank intentionally]

PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on September 20, 2021.

[SEAL]

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Kevin Israel, Director of Development Services
Date: September 20, 2021
Subject: Building Permits and Inspection Fee adjustments
Agenda Item: Resolution 2021-24

Recommendation: The Building Board held a meeting on August 31st, 2021 and recommends the approval of the Building Permit and Inspections fees adjustments. The Building Board and Staff have worked together for several months on the proposed adjustments.

Background: The current fee schedule was updated by resolution 2013-08 and was approved on 2/18/2013. No increase in fees has been made since that time.

Justification: The City desires to remain comparable with surrounding communities. Growth in numbers of contractors in our community has made it necessary to provide information and education before the 2022 licensing year.

Financial Considerations: None

Purpose/Mission: To assist the public and to direct and encourage quality community development which enhances the city, protects the environment, and makes the community a better place to live.

Legal Considerations: None

Attachments: Resolution 2021-24
Fee adjustment comparison
Example Permits

RESOLUTION NO. 2021-24

A RESOLUTION BY THE CITY OF DODGE CITY, KANSAS, MODIFYING THE SCHEDULE OF FEES FOR SERVICES, LICENSES, PERMITS AND PROGRAMS FOR BUILDING PERMITS, SUBDIVISION AND ZONING ACTIVITIES.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS: that the fees for Services, Licenses, Permits and Programs of the City of Dodge City are modified as follows:

Permit fees will be doubled if work begins prior to issuance of permit.

Subdivision and Zoning:

Zoning Map Amendment	\$200.00
Zoning Permit/Certificate	\$50.00
Plat Review Fee	
Lot Split	\$50.00
Minor Plat	\$50.00
Major Plat	\$100.00 + 5.00/Lot with Max. \$200.00/plat
Board of Zoning Appeals	
Appeals	\$50.00
Variance	\$200.00
Minor Variance	\$50.00
Conditional Use	\$200.00
Floodplain Development Permit	\$100.00
Sign Permits:	
Permanent (\$200.00 max. per property)	\$50.00
Portable Com.& Res.	\$25.00
Portable Non-profit	\$0.00
Domestic Animal/Kennel Permit (Renewed Annually)	\$20.00

Building Permits Fees: Minimum Fee \$50.00

Residential	
New Homes/Additions/Garages/ Swimming Pools	\$00.50/sq ft
Decks/Porches/Carports/ Sheds/Etc	\$00.25/sq ft
Minor Remodel	\$00.30/sq ft
Major Remodel	\$00.50/sq ft
Manufactured Housing/ Residential Design and Modular Housing	\$00.50/sq ft
Water Heater up to 50gal.	\$75.00
Heat/AC Change	\$75.00
Residential Electric Service	\$75.00

Commercial	
Assembly	\$00.50/sq ft
Hotel/Motel	\$00.22/sq ft
Restaurants	\$00.90/sq ft
Office/Retail	\$00.50/sq ft
Minor Remodel	\$00.30/sq ft
Major Remodel	\$00.50/sq ft
Commercial Boiler	\$100.00
Water Heater over 50 gal.	\$100.00
Heat/AC Change/Mechanical	\$100.00
Commercial Electric Service	\$100.00
Plan Review	\$100.00/hour

Roofing Fees:

Residential	\$4.00/sq (10'x10')
Commercial	
Composite shingles	\$5.00/sq (10'x10')
Overlay (membrane/ gravel/rubber)	\$4.00/sq (10'x10')
Complete reconstruction (removal of decking)	\$6.00/sq (10'x10')

Other Permit Fees:

Exterior Spray Painting	\$50.00
Fence Permit	\$50.00
Moving Building Permit	\$50.00
Excavation Permit	\$50.00
Mobile Home Permit (Mobile Home Park)	\$75.00
Gas Pressure Check	\$50.00
Backflow Preventer/Vacuum Breaker	\$50.00
Water Service	\$75.00
Sewer Service	\$75.00
Ice Machine/Condenser	\$100.00
Demolition Permit	\$50.00
Concrete Flat Work	\$00.15/sq ft
Siding/Windows	\$75.00
Irrigation	\$75.00
Suppression Systems	\$100.00 & \$100/hr Plan Review
Demolition	\$100.00
Inspections Outside Normal Business Hours	\$50.00/hr Scheduled \$100.00/hr Unscheduled
New Establishment Agreement	\$50.00

Annual License Fees:

	Initial License	Renewal
General, Building, Residential Contractor	\$200	\$100
Unlimited, Commercial, Residential Roofer	\$200	\$100
Master Mechanical, Electrical, Plumbing	\$200	\$100
Master Water Treatment Installer	\$200	\$100

Irrigation Contractor	\$200	\$100
Journeyman Mechanical, Electrical, Plumbing	\$200	\$100
Apprentice Mechanical, Electrical, Plumbing	\$35	\$35
Fence Installer	\$200	\$100
Concrete Flatwork Contractor/Non-Structural	\$200	\$100
Concrete Foundation/Structural	\$200	\$100
Siding/Windows Contractor	\$200	\$100
Demolition Contractor	\$200	\$100
Suppression System Installer	\$200	\$100
Sign Hanger	\$200	\$100

This Resolution shall become effective upon its adoption by the City Commission and publication in the official City newspaper.

**PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS
THIS 20TH DAY OF SEPTEMBER 2021.**

RICK SOWERS, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

RESOLUTION NO. 2021-24

A RESOLUTION BY THE CITY OF DODGE CITY, KANSAS, MODIFYING THE SCHEDULE OF FEES FOR SERVICES, LICENSES, PERMITS AND PROGRAMS FOR BUILDING PERMITS, SUBDIVISION AND ZONING ACTIVITIES.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS: that the fees for Services, Licenses, Permits and Programs of the City of Dodge City are modified as follows:

Permit fees will be doubled if work begins prior to issuance of permit.

Subdivision and Zoning: No Change

Zoning Map Amendment	\$200.00
Zoning Permit/Certificate	\$50.00
Plat Review Fee	
Lot Split	\$50.00
Minor Plat	\$50.00
Major Plat	\$100.00 + 5.00/Lot with Max.
	\$200.00/plat
Board of Zoning Appeals	
Appeals	\$50.00
Variance	\$200.00
Minor Variance	\$50.00
Conditional Use	\$200.00
Floodplain Development Permit	\$100.00
Sign Permits:	
Permanent	\$50.00
(\$200.00 max. per property)	
Portable Com.& Res.	\$25.00
Portable Non-profit	\$0.00
Domestic Animal/Kennel Permit	
(Renewed Annually)	\$20.00

Building Permits Fees: Minimum Fee \$50.00 (\$30.00)

Residential		
New Homes/Additions/Garages/	\$00.50/sq ft	(\$00.42)
Swimming Pools		
Decks/Porches/Carports/	\$00.25/sq ft	(\$00.14)
Sheds/Etc		
Minor Remodel	\$00.30/sq ft	(\$00.22)
Major Remodel	\$00.50/sq ft	(\$00.35)
Manufactured Housing/		
Residential Design and		
Modular Housing	\$00.50/sq ft	(\$00.35)
Water Heater up to 50gal.	\$75.00	(\$30.00)
Heat/AC Change	\$75.00	(\$60.00)
Residential Electric Service	\$75.00	(\$35.00)

Commercial		
Assembly	\$00.50/sq ft	(\$00.45)
Hotel/Motel	\$00.22/sq ft	(No Change)
Restaurants	\$00.90/sq ft	(No Change)
Office/Retail	\$00.50/sq ft	(\$00.40)
Minor Remodel	\$00.30/sq ft	(No Change)
Major Remodel	\$00.50/sq ft	(\$00.40)
Commercial Boiler	\$100.00	(\$50.00)
Water Heater over 50 gal.	\$100.00	(\$50.00)
Heat/AC Change/Mechanical	\$100.00	(\$75.00)
Commercial Electric Service	\$100.00	(\$50.00)
Plan Review	\$100.00/hour	(New Fee)

Roofing Fees:

Residential	\$4.00/sq (10'x10')	(\$3.00)
Commercial		
Composite shingles	\$5.00/sq (10'x10')	(\$4.00)
Overlay (membrane/ gravel/rubber)	\$4.00/sq (10'x10')	(\$2.50)
Complete reconstruction (remove of decking)	\$6.00/sq (10'x10')	(\$5.00)

Other Permit Fees:

Exterior Spray Painting	\$50.00	(\$25.00)
Fence Permit	\$50.00	(\$25.00)
Moving Building Permit	\$50.00	(\$25.00)
Excavation Permit	\$50.00	(\$25.00)
Mobile Home Permit (Mobile Home Park)	\$75.00	(\$50.00)
Gas Pressure Check	\$50.00	(\$30.00)
Backflow Preventer/Vacuum Breaker	\$50.00	(\$25.00)
Water Service	\$75.00	(\$40.00)
Sewer Service	\$75.00	(\$40.00)
Ice Machine/Condenser	\$100.00	(\$30.00)
Demolition Permit	\$50.00	(\$30.00)
Concrete Flat Work	\$00.15/sq ft	(New Permit)
Siding/Windows	\$75.00	(New Permit)
Irrigation	\$75.00	(New Permit)
Suppression Systems	\$100.00 & \$100/hr Plan Review	(New)
Demolition	\$100.00	(\$30.00)
Inspections Outside Normal Business Hours	\$50.00/hr Scheduled	
	\$100/hr Unscheduled	(No Change)
New Establishment Agreement	\$50.00	(No Change)

Annual License Fees: No Change

General, Building, Residential Contractor	\$200
Unlimited, Commercial, Residential Roofer	\$200
Master Mechanical, Electrical, Plumbing	\$200
Master Water Treatment Installer	\$200

Initial License Renewal

\$200	\$100
\$200	\$100
\$200	\$100
\$200	\$100

Irrigation Contractor	\$200	\$100
Journeyman Mechanical, Electrical, Plumbing	\$200	\$100
Apprentice Mechanical, Electrical, Plumbing	\$35	\$35
Fence Installer	\$200	\$100
Concrete Flatwork Contractor/Non-Structural	\$200	\$100
Concrete Foundation/Structural	\$200	\$100
Siding/Windows Contractor	\$200	\$100
Demolition Contractor	\$200	\$100
Suppression System Installer	\$200	\$100
Sign Hanger	\$200	\$100

This Resolution shall become effective upon its adoption by the City Commission and publication in the official City newspaper.

**PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS
THIS 20TH DAY OF SEPTEMBER, 2021.**

RICK SOWERS, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

Examples of Proposed Adjustments

Residential

2807 Barbara Lane- 1170 Sq Ft \$135,000

DC 2019 \$491.40

DC Proposed \$585.00

GC, LIB 2021 \$711.00

3406 Vail St- 1400 Sq Ft \$185,000

DC 2021 \$588.00

DC Proposed \$700.00

GC, LIB 2021 \$881.00

918 Sunrise Ct- 1980 Sq Ft Duplex \$278,000

DC 2021 \$831.60

DC Proposed \$990.00

GC, LIB 2021 \$1,130.20

2001 Hillpointe Way- 2434 Sq Ft \$375,000

DC 2020 \$1022.28

DC Proposed \$1217.00

GC, LIB 2021 \$1460.00

Commercial

2205 N 14th 7385 Sq Ft \$1,260,000

DC 2021 \$2954.00

Starbucks/T-mobile

DC Proposed \$4,392.50 w/plan review

GC, LIB 2021 \$4,680

2601 Butter and Egg Rd

DC 2021 \$2827.02

Blue Beacon

DC Proposed \$4165.50 w/plan review

GC, LIB 2021 \$5160.00

September 13, 2021

City Commission
City of Dodge City
806 North 2nd Avenue
Dodge City, KS 67801

RE: Modification of the Schedule of Fees for Services, Licenses, Permits, & Programs for Building Permits, Subdivision, & Zoning Activities

Dear Commissioners,

This letter is in reference to the schedule of fees as adopted by the City of Dodge City, specifically as it relates to building permits. Based on board member experiences working in other communities in the region, data collected from those communities regarding their schedule of fees for permits for similar work, and testimony from City staff regarding time spent by City staff working on building permits/inspections/plan review and the associated funds generated by the currently adopted fee schedule, the members of the Building Board of Appeals believe that modifications to the fee schedule are required.

The Building Board of Appeals board members have reviewed and discussed modifications to the currently adopted fee schedule with the goal of narrowing the gap between income from fees and output of time spent working on permits, inspections, and plan review while still keeping the permit fee process affordable and competitive with other regional communities. The board members would like to submit this letter of recommendation stating our support for modification of the schedule of fees referenced above as proposed by City staff.

By direction of the Board,

A handwritten signature in black ink that reads "Dana Williamson". The signature is written in a cursive, flowing style.

Dana Williamson
Chair



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: September 13, 2021

Subject: Approval of quote for Infrastructure Improvements for Milstock Addition Sub-Division

Agenda Item: New Business

Recommendation: Approve the proposal from Tatro Plumbing Co., Inc./Underground Specialists, Inc. for the construction of the Infrastructure Improvements for the Milstock Addition Sub-Division in the amount no to exceed \$1,235,158.34.

Background: The City has been working with the Developer of the Milstock Addition Sub-Division to develop the infrastructure plans for water, sewer, and streets to service this new development. This project will also be part of the RHID Program. The Developer requested a quote for the construction of the infrastructure from Underground Specialists, Inc. for the construction of the infrastructure. Underground Specialists, Inc. was the Sub-Contractor that performed a majority of the utility installation and grading for the Candletree #6 & Wagon Wheel #3 Sub-Divisions. However, due to bonding limitations, Underground Specialists, Inc. has teamed up with Tatro Plumbing Co., Inc. for the project. Staff, SMH, and Underground Specialists, Inc. are looking at ways to reduce the overall costs of the project. The City will be paying approximately \$53,447.67 of the cost of the sewer installation because the sewer line will be a sewer interceptor and is of a larger size, depth, and length than what would be typically required for a normal sub-division.

Justification: It is necessary to have the infrastructure in place for this development to occur. Most of the lots/houses in the recent new developments have already been sold and the developer is needing to start this new Sub-Division to provide additional housing.

Financial Considerations: The construction of the infrastructure improvements of Milstock Addition Sub-Division will cost \$1,235,158.34. Funding of this project will be through Special Assessments via the RHID Program and the City's Wastewater Collection Fund.

Purpose/Mission: The completion of this project will allow the developer to construct housing for our citizens.

Legal Considerations: By approving the quote from Tatro Plumbing Co., Inc./Underground Specialists, Inc., the City will enter a contract with Tatro Plumbing Co., Inc. and be responsible to make payments for the completed work.

Attachments: Quote Tab

PROJECT: Milstock Ave. Infrastructure

PROJECT #: PL 2102

QUOTE DATE: 08/24/21

CONTRACTOR:
Underground Specialists, Inc. (Tatro Plumbing)
ADDRESS:
520 Airlinks Dr.
CITY: Garden City
STATE: Kansas
ZIP: 67846

ENGINEER'S ESTIMATE

LOW QUOTE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Part A - Sanitary Sewer					
1	Mobilization	LS	1	\$50,000.00	\$ 50,000.00
2	Construction Stacking	LS	1	\$7,500.00	\$ 7,500.00
3	Clearing & Grubbing	LS	1	\$4,500.00	\$ 4,500.00
4	Standard Manhole (4' Dia.)	Each	3	\$4,000.00	\$ 12,000.00
5	Extra Depth Manhole	VF	21	\$200.00	\$ 4,200.00
6	12" (SDR 35) Sanitary Sewer	LF	1001	\$65.00	\$ 65,065.00
7	4" PVC Sanitary Sewer Lateral	LF	818	\$60.00	\$ 49,080.00
8	12" Cap or Plug	Each	1	\$800.00	\$ 800.00
9	Rubber Coupling	Each	1	\$800.00	\$ 800.00
10	Cleanout Riser	Each	24	\$250.00	\$ 6,000.00
11	Connect to Existing Sanitary Sewer (12")	Each	1	\$1,500.00	\$ 1,500.00
12	Quality Control/Quality Assurance	LS	1	\$30,000.00	\$ 30,000.00
Part B - Waterline					
1	Mobilization	LS	1	\$45,000.00	\$ 45,000.00
2	Construction Stacking	LS	1	\$5,000.00	\$ 5,000.00
3	Clearing & Grubbing	LS	1	\$1,500.00	\$ 1,500.00
4	8" C900 Water Main (PVC)	LF	1162	\$55.00	\$ 63,910.00
	8" DIP Fittings				
5	8" 11.25° MJ Bend	Each	2	\$500.00	\$ 1,000.00
6	8" 45° MJ Bend	Each	4	\$500.00	\$ 2,000.00
7	8" 90° MJ Bend	Each	1	\$500.00	\$ 500.00
8	8" Gate Valve/Box Assembly	Each	4	\$1,000.00	\$ 4,000.00
9	8" MJ Tapping Sleeve	Each	1	\$4,000.00	\$ 4,000.00
10	6" MJ Tapping Sleeve	Each	1	\$4,000.00	\$ 4,000.00
11	8"x6" Reducer	Each	1	\$500.00	\$ 500.00
12	6" C900 Water Main (PVC)	LF	5	\$75.00	\$ 375.00
13	3/4" Blue Poly Pipe Water Service	LF	798	\$20.00	\$ 15,960.00
14	Fire Hydrant	Each	3	\$5,250.00	\$ 15,750.00
15	Connect to Existing 8" Main	Each	1	\$2,500.00	\$ 2,500.00
16	Connect to Existing 6" Main	Each	1	\$2,500.00	\$ 2,500.00
17	Quality Control/Quality Assurance	LS	1	\$4,500.00	\$ 4,500.00
Part C - Streets and Grading					
1	Mobilization	LS	1	\$90,000.00	\$ 90,000.00
2	Construction Staking	LS	1	\$12,500.00	\$ 12,500.00
3	Clearing & Grubbing	LS	1	\$10,000.00	\$ 10,000.00
4	Excavation (Unclassified)	CY	5072	\$7.50	\$ 38,040.00
5	Embankment (95%) (VRF=1.15)	CY	5072	\$7.50	\$ 38,040.00
6	Contractor Furnished Fill (95%)(VRF=1.15)	CY	8394	\$20.00	\$ 167,880.00
7	2" Asphalt Pavement (Class A HMA)*	SY	2803	\$12.50	\$ 35,037.50
8	4" Asphalt Pavement (Class A HMA)*	SY	2803	\$25.00	\$ 70,075.00
9	6" Concrete Pavement (AE)(NRDJ)	SY	112	\$85.00	\$ 9,520.00
10	6" Fly Ash Treated Compacted Subgrade	SY	3615	\$11.00	\$ 39,765.00
11	Concrete Valley Gutter (10')	SY	56	\$85.00	\$ 4,760.00
12	30" Rollover Curb & Gutter	LF	1698	\$36.50	\$ 61,977.00
13	30" Standard Curb & Gutter	LF	172	\$36.50	\$ 6,278.00
14	30" Transition Curb & Gutter	LF	40	\$36.50	\$ 1,460.00
15	Quality Control/Quality Assurance (Testing)	LS	1	\$12,500.00	\$ 12,500.00
16	Removal of Existing 53"x34" RCP	LF	8	\$1,000.00	\$ 8,000.00
17	Type 22 Setback Curb Inlet (6L' x 4'W)	Each	2	\$6,500.00	\$ 13,000.00
18	24" Nyloplast Drain Basin w/Solid Lid	Each	1	\$3,200.00	\$ 3,200.00
19	24" Nyloplast Drain Basin w/Standard Grate Lid	Each	1	\$3,200.00	\$ 3,200.00
20	Reinforced Concrete Manhole (7'x7')	Each	1	\$10,000.00	\$ 10,000.00
21	30"x19" Old Castle Headwall w/Dissapators	Each	1	\$5,500.00	\$ 5,500.00

UNIT PRICE	CONTRACT AMOUNT
\$26,250.00	\$ 26,250.00
\$3,360.00	\$ 3,360.00
\$2,598.75	\$ 2,598.75
\$5,191.73	\$ 15,575.19
\$213.78	\$ 4,489.38
\$94.43	\$ 94,524.43
\$73.34	\$ 59,992.12
\$1,097.25	\$ 1,097.25
\$1,126.13	\$ 1,126.13
\$548.63	\$ 13,167.12
\$1,951.95	\$ 1,951.95
\$7,449.75	\$ 7,449.75
\$20,475.00	\$ 20,475.00
\$4,410.00	\$ 4,410.00
\$2,841.30	\$ 2,841.30
\$56.54	\$ 65,699.48
\$837.38	\$ 1,674.76
\$837.38	\$ 3,349.52
\$947.10	\$ 947.10
\$1,761.38	\$ 7,045.52
\$3,927.00	\$ 3,927.00
\$3,638.25	\$ 3,638.25
\$796.95	\$ 796.95
\$53.13	\$ 265.65
\$21.89	\$ 17,468.22
\$6,294.75	\$ 18,884.25
\$3,869.25	\$ 3,869.25
\$3,684.45	\$ 3,684.45
\$5,659.50	\$ 5,659.50
\$81,594.98	\$ 81,594.98
\$10,089.45	\$ 10,089.45
\$3,436.13	\$ 3,436.13
\$4.34	\$ 22,012.48
\$7.51	\$ 38,090.72
\$19.43	\$ 163,095.42
\$17.21	\$ 48,239.63
\$32.81	\$ 91,966.43
\$70.76	\$ 7,925.12
\$18.17	\$ 65,684.55
\$75.60	\$ 4,233.60
\$33.92	\$ 57,596.16
\$21.10	\$ 3,629.20
\$23.56	\$ 942.40
\$11,296.43	\$ 11,296.43
\$255.94	\$ 2,047.52
\$6,835.29	\$ 13,670.58
\$4,014.78	\$ 4,014.78
\$4,014.78	\$ 4,014.78
\$6,901.13	\$ 6,901.13
\$4,614.23	\$ 4,614.23

22	53"x34" Old Castle Headwall w/Dissapators	Each	1	\$8,500.00	\$ 8,500.00
23	15" HDPE Pipe	LF	270	\$45.00	\$ 12,150.00
24	18" RCP	LF	37	\$65.00	\$ 2,405.00
25	30"x19" RCHEP	LF	161	\$250.00	\$ 40,250.00
26	53"x34" RCHEP	LF	310	\$350.00	\$ 108,500.00
27	Connect to Existing Storm Sewer	Each	1	\$3,000.00	\$ 3,000.00
28	Straw Wattle	LF	2134	\$4.00	\$ 8,536.00
29	Silt Fence	LF	1867	\$6.50	\$ 12,135.50
30	Inlet Protection	Each	6	\$750.00	\$ 4,500.00
31	Stone or Rock Ditch Check	Each	5	\$1,500.00	\$ 7,500.00
32	Construction Entrance	Each	1	\$1,500.00	\$ 1,500.00
33	Flexamat	SF	531	\$25.00	\$ 13,275.00
34	Light 18" Rip-Rap	Ton	26	\$150.00	\$ 3,900.00
35	Flexterra Flexible Growth Medium	SY	4726	\$3.00	\$ 14,178.00
36	Permanent Seeding	Ac	6.1	\$3,000.00	\$ 18,300.00

TOTAL \$ 1,303,802.00

\$7,368.90	\$ 7,368.90
\$34.64	\$ 9,352.80
\$75.46	\$ 2,792.02
\$107.30	\$ 17,275.30
\$190.34	\$ 59,005.40
\$2,021.25	\$ 2,021.25
\$4.22	\$ 9,005.48
\$6.18	\$ 11,538.06
\$796.95	\$ 4,781.70
\$2,182.95	\$ 10,914.75
\$2,529.45	\$ 2,529.45
\$30.61	\$ 16,253.91
\$90.09	\$ 2,342.34
\$4.09	\$ 19,329.34
\$3,169.45	\$ 19,333.65

TOTAL \$ 1,235,158.34

BID SECURITY N/A
START DATE N/A



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: September 13, 2021
Subject: Approval of quote for Street Lights for Milstock Addition Sub-Division
Agenda Item: New Business

Recommendation: Approve the quote from Victory Electric to install 3 LED Street Lights in the Milstock Addition Sub-Division that will be under development soon in the amount \$25,189.03.

Background: The Milstock Addition Sub-Division will be under development soon. As with all new sub-divisions, the City requests a quote from victory Electric to install streetlights at intersections, major bends, mid-way of extralong blocks, and at the end of a cul-de-sac of the sub-division. Milstock Addition will have 3 streetlights: one at the intersection with Division St., one midway of the cul-de-sac, and one at the north end of the cul-de-sac. Victory electric and the City have a program in place where the City pays for the cost of the individual streetlights and installation, Victory electric then bills the City a monthly fee of \$7.05 per light. This fee covers the electrical usage and any maintenance of the streetlight from the date of installation forward. The streetlights will consist of metal poles, underground wiring in conduit, and 50-watt LED luminaires.

Justification: The addition of the streetlights will help with the visibility and security in the new Milstock Addition Sub-Division.

Financial Considerations: Funding for the streetlights will come from the RHID of the Milstock Addition Sub-Division.

Purpose/Mission: The completion of this project aligns with the City's core value of Ongoing Improvements by providing and preparing for the community's future.

Legal Considerations: By approving the quote from Victory Electric the City will be responsible to make payments for the completed work.

Attachments: The Streetlight Quote and a map showing the location of the streetlights.

The Victory Electric Cooperative Assn., Inc.

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE September 9, 2021
Estimate project ST LIGHTS
Member Name CITY OF DODGE

Bill To:

CITY OF DODGE CITY

Estimate valid until: December 8, 2021

Prepared by: DANIEL POGUE

Comments or special instructions: ST LIGHT MILLSTOCK

Description	AMOUNT
CONDUT	\$2,133.88
6 DPX WIRE URD	\$8,858.58
LT ST LED 50 WATT	\$1,047.25
STD 30 FT POLES	\$ 10,911.15
STD ARM 6FT	\$ 1,424.09
SECONDARY PEDS	\$ 814.08
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 25,189.03

If you have any questions concerning this estimate, Contact 620-227-2139



THANK YOU FOR YOUR BUSINESS!



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: September 13, 2021
Subject: Rejection of Bid for 2nd Ave. Bridge & RCB Repairs, ST 2004
Agenda Item: New Business

Recommendation: Reject the bid for the 2nd Ave. Bridge & RCB Repairs. Bids were opened on Thursday, September 9, 2021. Two bids were received; however, one bidder did not acknowledge Addendum #2 that was issued for the project. That bid was rejected and not read. The remaining bid was substantially over the Engineer's Estimate. A majority of the overage was in the cost of replacing the fencing on the 2nd Ave. Bridge. Staff will rebid the project immediately omitting the fencing along with some other minor scope changes. Since we will be rebidding the project immediately, I have not included the actual bid numbers.

Background: The repairs needed on the 2nd Ave. Bridge, the RCB on 14th Ave. (north of the river), and the RCB at the Ave. D & Wyatt Earp Blvd. intersection have been outlined in our biennial bridge inspection. These repairs include the replacement of the expansion joints, repairs to the rocker bearings, and fix some pavement deterioration on the 2nd Ave. Bridge. The two RCB's need to have some exposed rebar repaired and then a shot-crete material applied. Without these repairs the structural integrity of the bridge and RCB's could be lost making total replacement necessary.

Justification: Due to the significant overage from the engineer's estimate in the bid, with a majority being the fencing bid item, staff believes the bid should be rejects and the project rebid immediately.

Financial Considerations: Since the bid is recommended for rejection, there will not be any Financial consideration at this time.

Purpose/Mission: The completion of this project would have aligned with the City's core value of ongoing improvement and safety.

Legal Considerations: By rejecting the bid, the City will not have any responsibility to the contractors.

Attachments: None



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: September 15, 2021
Subject: Approve Quote for Replacement Feed Motor for Warrior Project
Agenda Item: New Business

Recommendation: Approve the quote from JCI Industries, Inc. for a replacement Feed Motor in the amount of \$37,214.00.

Background: Approximately two weeks ago, the Feed Motor started making an abnormal noise. Staff checked the temperature of the motor and everything seemed to be within normal operating parameters. Staff monitored the motor more closely and performed added maintenance. The plan was to take the plant off-line on Tuesday, September 7th. However, over the Labor Day Weekend the motor tripped out. This caused the entire plant had to be shut down. The motor was removed and taken to JCI for repairs. Unfortunately, the motor was beyond repair and is now obsolete. JCI and Guild started looking for a replacement motor. JCI was able to locate a used, electrically okay motor. This motor will be reconditioned by JCI and come with a one-year warranty. The lead time for this work is 2 weeks. A new replacement motor can be sourced; however, a new mounting plate and other modifications will be required to install the motor. The new motor has a 15-18-week lead time. The cost of the new motor without the installation modifications is estimated to be approximately \$65,000. The plant remains shut down until the Feed Motor is replaced. We will be returning shortly to obtain approval for a new Feed Motor once we have a solid quote.

Justification: By purchasing this replacement motor, we will be able to get the Warrior Project operational in a very short time. This will ensure that the City will continue produce biogas and generate revenue. This will also allow the City to meet our contractual obligations to provide bio-gas to our contract buyers.

Financial Considerations: Payment for the motor will need to be made net 30 days. Payment will come from the depreciation fund of the Warrior Project.

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

Legal Considerations: None

Attachments: Quote from JCI Industries, Inc.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Tuesday, September 14, 2021

OMI-Dodge City
PO Box 880
Dodge City, KS 67801

Attention: Cody Woods

Subject: TECO E6004 600HP Motor Recondition

Quotation #: 0779570850DTL
Please refer to this number when ordering

Cody Woods:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Daren Teghtmeyer

Daren Teghtmeyer
Regional Operations Manager

Mike Davis

Mike Davis
Account Manager

Item	Description	Qty	Unit Price
1.00	TECO E6004 600HP Motor Recondition	1	\$37,214.00

Existing 600HP Model E6004 motor is beyond repair. The motor, and individual parts are obsolete and no longer available from the manufacturer (TECO). Summary of damage found on disassembly and inspection:

- Stator needs rewind
- Rotor is damaged from dragging on stator
- Both end bells are damaged beyond repair
- Shaft is damaged beyond repair

Proposal:

We have sourced a USED TECO motor that is the exact same catalog # and configuration. Motor is reported to be electrically OK and needs reconditioning. JCI will purchase the motor and bring it to our shop for reconditioning to include:

- Test run and check operation
- PdMA Test
- Teardown and inspect
- Hipot and surge test
- Wash and bake stator and rotor
- Clean parts as required
- Check all bearing fits on shaft and bearing housings
- Install new bearings (DE and ODE)
- Install bearing RTD's
- Assemble, test run and check operation
- Final vibration test
- Paint, prep for transport and deliver

Notes:

Price includes all materials, labor supplies and transport costs

Any additional work found to be required that is outside the scope of work above will be quoted as an adder

Total **\$37,214.00**

Terms & Conditions	
Lead Time 2 Weeks	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Delivered
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
13. Back Charges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.



Memorandum

To: City Manager, Nick Hernandez, and City Commission
From: Assistant City Manager/Public Affairs, Melissa McCoy
Date: September 20, 2021
Subject: Approval of Conant Construction Bids
Agenda Item: New Business

Recommendation: Staff recommends approval of bids from Conant Construction, LLC. for improvements to Hennessey Hall restrooms located on the west end of the ground floor for \$31,914.50 and the Rural Education Workforce and Education Alliance (REWA) Maker's Space on the east end of the ground floor for \$87,663.79. We also recommend rejecting the bid for the carpet replacement for Room 45 for the Workforce Center for \$10,899.85 located on the west end of the ground floor.

Background: The Kansas Department of Commerce approved the proposal submitted by the City of Dodge City to provide office space for the KANSASWORKS Workforce Center at Hennessey Hall on the ground floor. The space required ADA improvements to restrooms and new carpeting and baseboards in the Workforce Center. In addition to this project, REWA was awarded a United States Department of Agriculture (USDA) grant to cover the cost of the Maker's space in a vacant classroom near the University Center classrooms and the Kansas Law Enforcement Center. This space will be available for local businesses and the community to use for a variety of projects.

Justification: The City published a request for proposals and received one proposal from Conant Construction LLC. To lower the costs from the original bids, City staff will perform demo work and painting. The carpet and baseboard will be sourced from a flooring provider to help decrease costs as well. The cost for the Maker's Space was approved by the REWA board at their board meeting on Wednesday, September 15.

Financial Considerations: REWA will reimburse the City for the costs for the Maker's Space up to \$90,000. In addition, the City was approved for Historic Rehabilitation Tax Credits to help cover 25% of the costs of the project. The remaining costs will be paid for from funds for Hennessey Hall. The total cost for the project is \$125,499.79 which includes the Maker's Space, restrooms and carpet and base boards.

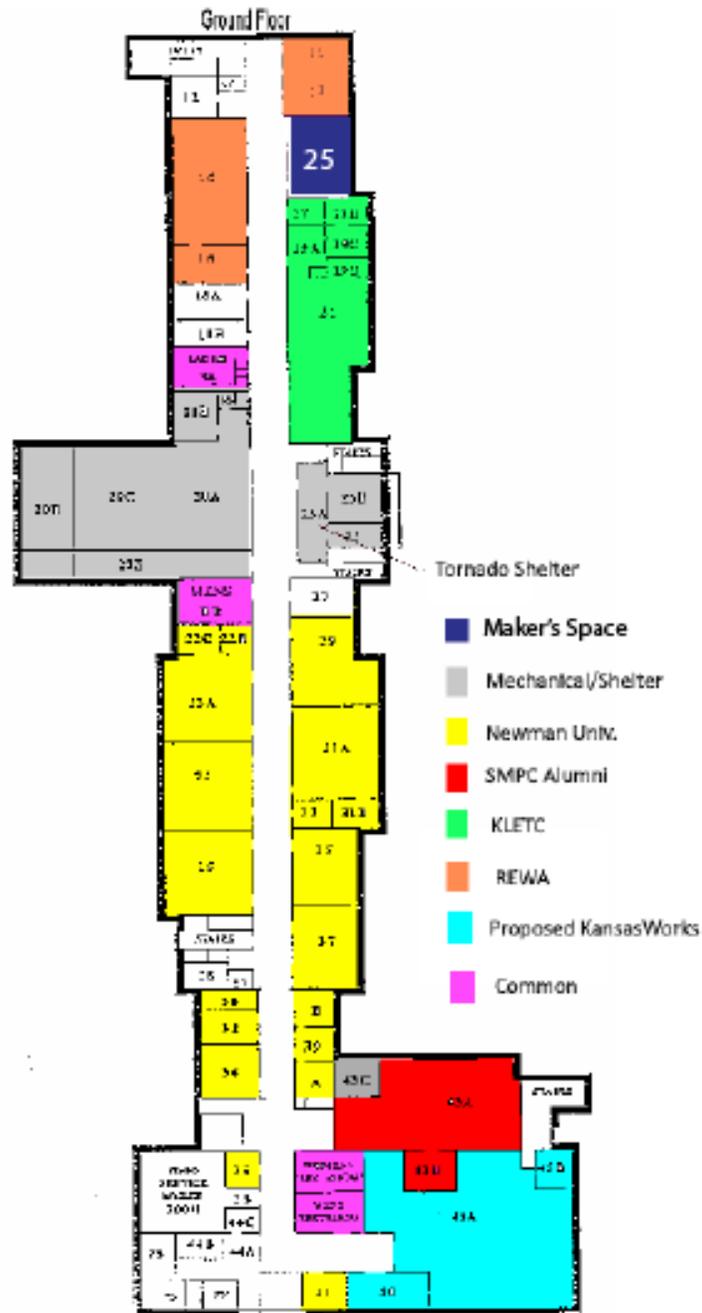
Purpose/Mission: This project matches the City's Core Value of Ongoing Improvement where together we value progress, growth, and new possibilities by providing and preparing for the community's future.

Legal Considerations: There are no legal considerations. The agreement with the Kansas Department of Commerce for the Workforce Space will be presented as a separate agenda item.

Attachments: Project Cost Comparison, Floor Plan and Conant Cost Proposal

Project Cost Comparison:

Space	Original Quote	Original Bid	Revised Bid	Recommended Bids
Workforce	\$5,922.00	\$15,437	\$10,899.85	\$5,922.00
Makers Space	\$80,981.00	\$96,499	\$87,663.79	\$87,663.79
Restrooms	\$24,022.18	\$39,413	\$31,914.50	\$31,914.50
Total	\$110,925.18	\$151,349	\$130,478.14	\$125,499.79



DIV. 09 - FINISHES

Floorcovering

Carpet Tile Allowance

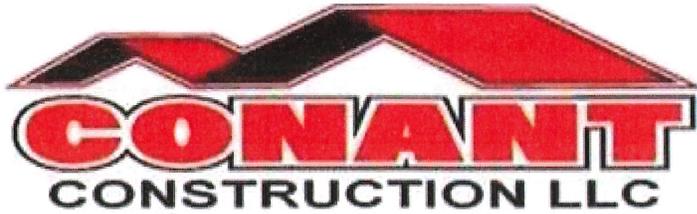
General Notes:

Includes carpet removal, new carpet tile and installation, and cove base.

Subtotal Floorcovering **\$10,633.18**

SUBTOTAL DIV. 09 - FINISHES **\$10,633.18**

Grand Total: **\$10,899.85**



- ✓ *Quality People*
- ✓ *Quality Construction*
- ✓ *Quality Relationships*

Project Totals Report

September 3,2021

Between the Contractor: **CONANT Construction LLC**
 10562 Hwy 50 W
 Dodge City, Kansas 67801
 United States
 09-00000292
 620-408-6784

And the Client: **Hennessy Hall Rm 15**

For the Project: **Room Remodel**

Project Scope of Work:

Project Special Conditions:Tax exempt project.

DIV. 01 - GENERAL REQUIREMENTS

General Requirements

Code Review

(26) Estimating

(20) Mobilization/Demobilization

(20) General Labor

(26) Supervision

Subtotal General Requirements

\$7,882.67

Equipment Requirements

Misc. Tools

Subtotal Equipment Requirements **\$333.33**

SUBTOTAL DIV. 01 - GENERAL REQUIREMENTS **\$8,216.00**

DIV. 08 - DOORS AND WINDOWS

Storefront Doors/Windows

Storefronts Windows

Blinds

Subtotal Storefront Doors/Windows **\$10,926.45**

Interior Doors

Interior Door Package

General Notes:

Fire Rated Doors

(14) Install

Continuous Hinge

Subtotal Interior Doors **\$3,544.00**

Door Hardware

Hardware Allowance

(14) Hardware Install

Subtotal Door Hardware **\$1,104.00**

Windows

Window Sealing

Subtotal Windows **\$506.67**

SUBTOTAL DIV. 08 - DOORS AND WINDOWS **\$16,081.12**

DIV. 09 - FINISHES

Painting

(11) Paint Prep

Subtotal Painting **\$2,026.67**

Chalk Boards

Dry Erase Paint

Labor

Trim Finish and Install

Subtotal Chalk Boards **\$3,570.67**

Door/Millwork Finish

Door Paint/Stain Material

(13) Door Finish Labor

Subtotal Door/Millwork Finish **\$445.33**

Acoustical Ceilings

Ceiling Material and Install

Subtotal Acoustical Ceilings **\$5,296.00**

Terrazzo Floor

Strip and Seal

Subtotal Terrazzo Floor **\$2,666.67**

SUBTOTAL DIV. 09 - FINISHES **\$14,005.33**

DIV. 15 - MECHANICAL

HVAC/Mechanical

VRV System

General Notes:

2 VRV minisplit systems

Subtotal HVAC/Mechanical **\$22,061.33**

SUBTOTAL DIV. 15 - MECHANICAL **\$22,061.33**

DIV. 16 - ELECTRICAL

Electrical

Electrical

General Notes:

Includes lights, outlets, data drops with cable, 2 T.V. boxes, power for VRV units.

Subtotal Electrical	\$27,300.00
SUBTOTAL DIV. 16 - ELECTRICAL	\$27,300.00
Grand Total:	\$87,663.79



- ✓ *Quality People*
- ✓ *Quality Construction*
- ✓ *Quality Relationships*

Project Totals Report

September 3,2021

Between the Contractor: **CONANT Construction LLC**
 10562 Hwy 50 W
 Dodge City, Kansas 67801
 United States
 09-00000292
 620-408-6784

And the Client: **Restrooms**

For the Project: **Restroom Remodel**

Project Scope of Work:

Project Special Conditions:Tax exempt project.

DIV. 01 - GENERAL REQUIREMENTS

General Requirements

Design Fees

(26) Estimating

(20) Mobilization/Demobilization

(20) General Labor

(26) Supervision

Subtotal General Requirements

\$4,509.55

SUBTOTAL DIV. 01 - GENERAL REQUIREMENTS **\$4,509.55**

DIV. 02 - SITE WORK

Site Work

Grout Patching

Subtotal Site Work **\$774.52**

SUBTOTAL DIV. 02 - SITE WORK **\$774.52**

DIV. 06 - CARPENTRY

Framing

Framing Materials

Misc. Hardware/Fasteners/Etc.

(4) Framing Labor

General Notes:

Frame in wall where lockers were removed.

(4) Misc. Framing Labor

Subtotal Framing **\$1,184.71**

SUBTOTAL DIV. 06 - CARPENTRY **\$1,184.71**

DIV. 08 - DOORS AND WINDOWS

Interior Doors

FR Doors

(14) Install

Continuous Hinge

Subtotal Interior Doors **\$3,385.99**

Door Hardware

Hardware Allowance

(14) Hardware Install

Subtotal Door Hardware **\$1,054.78**

SUBTOTAL DIV. 08 - DOORS AND WINDOWS **\$4,440.76**

DIV. 09 - FINISHES

Drywall

Drywall Material

Drywall Finish Material

(10) Hang Drywall

(10) Tape/Finish Drywall

Subtotal Drywall **\$896.82**

Painting

(11) Paint Prep

Subtotal Painting **\$387.26**

Terrazzo Floor

Strip and Seal

Ceramic Tile Allowance

Tile Install

Floor Level

Subtotal Terrazzo Floor **\$4,866.24**

SUBTOTAL DIV. 09 - FINISHES **\$6,150.32**

DIV. 10 - SPECIALTIES

Restroom Specialties

Grab Bars

Toilet Accessories

Baby Change Station

(17) Specialty Install

Mirror Allowance

(17) Mirror Install

Subtotal Restroom Specialties **\$3,419.11**

Toilet Partitions

Partition Material

(17) Install Toilet Stalls

(17) Install Urinal Screens

Subtotal Toilet Partitions **\$5,390.93**

SUBTOTAL DIV. 10 - SPECIALTIES **\$8,810.04**

DIV. 15 - MECHANICAL

Plumbing

New fixtures

Subtotal Plumbing **\$6,044.59**

SUBTOTAL DIV. 15 - MECHANICAL **\$6,044.59**

Grand Total: **\$31,914.50**



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: September 20, 2020
Subject: Acceptance of 2020 Audit Financial Statements
Agenda Item: New Business

Recommendation: I recommend the City Commission formally accept the 2020 Audit Financial Statements.

Background: The 2020 audited financial statements will be presented by John Hendrickson of Kennedy McKee at the work session prior to the regular meeting. He will go through the highlights and give the City Commission a chance to ask any questions.

Justification: Annually the City is required to have their financial statements audited.

Financial Considerations: The audit cost is budgeted annually.

Purpose/Mission: We strive for high service standards.

Legal Considerations: None

Attachments: A hard copy of the audit will be available to each City Commissioner. The PDF version will be on the website.