

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, November 15, 2021

7:00 p.m.

MEETING #5198

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

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, November 1, 2021.
2. Approval of Special City Commission Meeting Minutes, November 5, 2021.
3. Approval of Special City Commission Meeting Minutes, November 10, 2021.
4. Appropriation Ordinance No.22, November 15, 2021.
5. Approval of Contract Fee Correction for the Design of Iron Flats Sub-Division.

ORDINANCES & RESOLUTIONS

Ordinance No. 3765: An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520c and all Amendments Thereto.

UNFINISHED BUSINESS

1. Approval of 2022 Special Sales Tax Budget. Report by Finance Director, Nicole May.

NEW BUSINESS

1. Approval to Reject the Bid for the Division 18, Roadway Improvements, Maple Grove Cemetery. Report by Director of Engineering, Ray Slattery.
2. Approval of the 2022 Southwest Kansas Coalition Legislative Policy Agenda. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.
3. Approval of Public Transportation Local Match Grant Letters. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.
4. Approval of Bid for the Comanche Street Reconstruction. Report by City Engineer, Tanner Rutschman.
5. Approval of Facilities Reimbursement Agreement with Northern Natural Gas Company. Report by City Engineer, Tanner Rutschman.
6. Approval of Revised Rate Structure for the Long Branch Lagoon Water Park. Report by Parks and Facilities Director, Daniel Cecil and Assistant City Manager/Public Affairs, Melissa McCoy.
7. Approval of a Police Department Operational and Management Assessment. Report by City Manager, Nick Hernandez.
8. Approval of Purchase of Real Estate. Report by City Manager, Nick Hernandez.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, November 1, 2021

7:00 p.m.

MEETING #5195

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CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Brian Delzeit, Blanca Soto, Joseph Nuci present. Commissioner Kent Smoll reported absent.

INVOCATION by Pastor Kurt Larson of Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

PETITIONS & PROCLAMATIONS

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

Police Deputy Chief, Jerad Goertzen introduced Ruben Acosta a former Community Service Officer who is now a Dodge City Police Officer. He was sworn in with the City Loyalty Oath. Acosta is a longtime resident of Dodge City. Staff welcomed and congratulated Ruben.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes October 18, 2021.
2. Appropriation Ordinance No.21, November 1, 2021.
3. Cereal Malt Beverage License:
 - a. Playa Dorada, 307 Military Avenue.
 - b. Sip N Suds, 1604 W Wyatt Earp Blvd.
4. Approval of Change Order #2 for the Green Hill's O'Ford & Trail Street Drainage Improvements.
5. Approval of Change Order #2 for Barbara Lane Drainage Channel Revisions.

6. Approval of Change Order #4 and Change Order #6 for Central Avenue Reconstruction.

Commissioner Brian Delzeit made a motion to approve the consent calendar as presented. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2021-26: A Resolution authorizing payment of 2021 Year End Bonuses to qualified employees was approved on a motion by Commissioner Blanca Soto. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Brian Delzeit moved to approve the Software from IworkQ Systems in the amount of \$41,000 for Code Enforcement and the Development Services. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.
2. Commissioner Rick Sowers moved to approve the Pass-Through Funding between the City of Dodge City and Community Foundation of Southwest Kansas. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.
3. Commissioner Brian Delzeit moved to approve the Professional Services Agreement with the City Prosecutor in the amount of \$108,680 annually. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.
4. Commissioner Rick Sowers moved to table the 2022 Special Sales Tax Budget until legal can be rendered. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Brian Delzeit made a motion to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 4-0.

ATTEST:

Mayor

City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

Friday, November 5, 2021

12:00 pm

Meeting 5196

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CALL TO ORDER

ROLL CALL Mayor Rick Sowers, Commissioner Joseph Nuci, Commissioners Kent Smoll, Blanca Soto joined in on zoom.

EXECUTIVE SESSION

At 12:00 pm Commissioner Rick Sowers 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 Joseph Nuci seconded the motion. The motion carried 4 - 0. The meeting will reconvene in 10 minutes at 12:10 pm. The session will include Commissioners, City Manager, Nick Hernandez and City Attorney, Brad Ralph, City Clerk Connie Marquez, the commission will take no action upon returning to the open session and prior to adjournment.

ADJOURNMENT

Commissioner Joseph Nuci made a motion to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

Wednesday, November 10, 2021

8:00 am

Meeting 5197

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CALL TO ORDER

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

ORDINANCES & RESOLUTIONS

Resolution No. 2021-27: A Resolution of the Governing Body of the City of Dodge City, Kansas Requesting the Board of County Commissioners of Ford County, Kansas Make a Finding for the Annexation of Certain Land pursuant to K.S.A. § 12-520c(a)(3) was approved on a motion by Commissioner Brian Delzeit, Commissioner Blanca Soto seconded. Motion carried 5 - 0.

ADJOURNMENT

Commissioner Blanca Soto made a motion to adjourn the meeting. Commissioner Brian Delzeit seconded. Motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: July 14, 2021
Subject: Approval of Contract Fee Correction for the design of Iron Flats, PL 2105
Agenda Item: Consent Calendar

Recommendation: Approve the Contract Fee Correction for the design of Iron Flats Sub-division in the amount of \$15,700.00.

Background: The design of the Iron Flats Sub-division was approved at the October 18, 2021 Commission Meeting. SMH has discovered that the design service fees were off by an amount of \$15,700.00 amount, the Final Plat total dollar amount. This dollar amount was shown in the Fee Estimate spreadsheet, however when the different parts were totaled to account for the total design fee, the \$15,700.00 for Final Platting was omitted. The fee total shown in the spreadsheet was \$183,420.00. This dollar amount was carried on into the Consulting Services Agreement. The actual amount of the Consulting Services Agreement should have been \$199,210.00. SMH has provided a letter outlining this mathematical error.

Justification: These services were accounted for in the original Fee Estimate, the mathematical error provided the lower cost.

Financial Considerations: The Fee Correction is for \$15,700.00. This makes the total design cost for the project \$199,120.00. This is a reimbursable expense through the RHID program.

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

Legal Considerations: This Fee Correction will be added to the contract between SMH and the City. The City will be responsible to make payment up to the new dollar amount.

Attachments: Fee Correction letter from SMH and the Fee Estimate sheet showing the \$15,700.00 and how it was omitted from the total.



November 9, 2021

Ray Slattery, PE
Director of Engineering
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Dear Mr. Slattery:

I am looking forward to working on the Iron Flats – Phase One project. Unfortunately we discovered a mathematical error that occurred in our spreadsheet that we presented for the fee in the contract to you and City Commission. In the spreadsheet we provided, Part III – Final Plat was \$15,700.00 and did not get included in the total fee for the project. We need to include Part III into the fee, which puts our total fee at **\$199,120.00**.

I apologize for the error. If you have any questions or need additional information, I am able to be reached by email at klancaster@smhconsultants.com or by phone at 620-255-1952.

We look forward to assisting you with this project.

Sincerely,

A handwritten signature in blue ink that reads "Kurth Lancaster".

Kurth Lancaster, PLA
SMH Consultants

Fee Estimate

Iron Flats - Phase I
City of Dodge City
10/13/2021

SC = Survey Crew
CT = CADD Technician
MPLS = Managing Principal Land S
RLS = Registered Land Surveyor
MPE = Managing Principal Engineer
PE = Project Engineer
DE = Design Engineer
LA = Landscape Architecture
CE = Construction Engineering



	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CE	Rate =	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CE	Expenses	Totals Hours	Total Fee
											125.00	90.00	130.00	110.00	190.00	135.00	110.00	110.00	90.00			
Part I - Land Survey																						
1 Survey	56		8				2				\$7,000.00		\$1,040.00					\$220.00		\$420.00	66	\$8,680.00
2 Conversion		74					2					\$6,660.00							\$220.00		76	\$6,880.00
Part I - Land Survey \$15,560.00																						
Part II - Prelim. Plat																						
1 Preliminary Plat		118	4			26	9	41			\$10,620.00	\$520.00			\$3,510.00	\$990.00		\$4,510.00		\$200.00	2	\$445.00
2 Submittal						1		1							\$135.00			\$110.00		\$200.00	2	\$445.00
Part II - Prelim. Plat \$20,595.00																						
Part III - Final Plat																						
1 Final Plat		29	4			2		2			\$2,610.00	\$520.00			\$270.00			\$220.00		\$400.00	37	\$3,620.00
2 Submittal						1		1							\$135.00			\$110.00		\$200.00	2	\$445.00
3 Cert. of Title								1										\$110.00		\$150.00	1	\$260.00
4 Fees																				\$400.00		\$400.00
5 Signatures								1										\$110.00			1	\$110.00
6 Set Property Pins	75	4	4								\$9,375.00	\$360.00	\$520.00								83	\$10,255.00
7 Legal Descriptions		1	4									\$90.00	\$520.00								5	\$610.00
Part III - Final Plat \$15,700.00																						
Part IV - Project Management & Coordination																						
1 Project Management						54									\$7,290.00						54	\$7,290.00
2 Project Coordination						54	27								\$7,290.00	\$2,970.00					81	\$10,260.00
4 Utility Coordination						8	8								\$1,080.00	\$980.00					16	\$1,960.00
Part IV - Project Management & Coordination \$19,510.00																						
Part IV - Street Design:																						
1 Title Sheet							2											\$220.00			2	\$220.00
2 General Notes						16	18								\$2,160.00	\$1,980.00					34	\$4,140.00
3 Overall Site Plan						4	28								\$540.00	\$3,080.00					32	\$3,620.00
4 Utility Plan						4	14								\$540.00	\$1,540.00					18	\$2,080.00
5 Typical Section						2	18								\$270.00	\$1,980.00					20	\$2,250.00
6 Grading plan						8	72								\$1,080.00	\$7,920.00					80	\$9,000.00
7 Sanitary P&P						9	54								\$1,215.00	\$5,940.00					63	\$7,155.00
8 Sanitary Details						6	1								\$810.00	\$110.00					7	\$920.00
9 Waterline P&P						13	129								\$1,755.00	\$14,190.00					142	\$15,945.00
10 Waterline Details							1								\$110.00						1	\$110.00
11 Street P&P						27	93								\$3,645.00	\$10,230.00					120	\$13,875.00
12 Intersection Details						7	56								\$945.00	\$6,160.00					63	\$7,105.00
13 Paving Details							1									\$110.00					1	\$110.00
14 Drainage Map						60	20								\$8,100.00	\$2,200.00					80	\$10,300.00
15 Storm P&P						60	20								\$8,100.00	\$2,200.00					80	\$10,300.00
16 Storm Sewer Details							8								\$880.00					\$100.00	8	\$980.00
17 SESC						4	16								\$540.00	\$1,760.00				\$100.00	20	\$2,400.00
18 SESC Details							1								\$110.00						1	\$110.00
19 Cross Sections						8	52								\$1,080.00	\$5,720.00					60	\$6,800.00
20 Special Provision						4	1								\$540.00	\$110.00					5	\$650.00
21 Quality Assurance						78		12							\$10,530.00			\$1,320.00			90	\$11,850.00
22 Submit 50%						1		1							\$135.00			\$110.00		\$200.00	2	\$445.00
23 Submit 95%						1		1							\$135.00			\$110.00		\$200.00	2	\$445.00
24 Address Comments							80											\$8,800.00			80	\$8,800.00
25 Quality Control						18									\$2,430.00						18	\$2,430.00
26 Submit Final CDs						1		1							\$135.00			\$110.00		\$200.00	2	\$445.00
Part IV - Street Design: \$122,385.00																						
Part V - Contractor Coordination and Project Pricing																						
1 Engineer's Estimate						4	2								\$540.00	\$220.00					6	\$760.00
2 Prepare Bid Documents						4	2								\$540.00	\$220.00					6	\$760.00
3 Respond to Bidders						4									\$540.00						4	\$540.00
4 Addendums						4	8								\$540.00	\$880.00					12	\$1,420.00
5 Review Shop Drawings						14									\$1,890.00						14	\$1,890.00
Part V - Contractor Coordination and Project Pricing \$5,370.00																						
Totals =	131.00	226.00	24.00	0.00	0.00	507.00	741.00	66.00	0.00		\$16,375.00	\$20,340.00	\$3,120.00	\$0.00	\$0.00	\$68,445.00	\$81,510.00	\$7,260.00	\$0.00	\$2,070.00	1,695.00	\$183,420.00

Fee Estimate = \$2,070.00 1,695 \$183,420.00

This is \$15,700 short of the \$199,120 it should have been.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 15, 2021
Subject: Annexation of Property
Agenda Item: Ordinance No. 3765

Recommendation: The Planning Commission met on May 11, 2021 to review and recommend approval of this annexation. It is also City staff's recommendation to approve this annexation.

Background: The owner of the property, City of Dodge City, wishes to annex this property as part of our development agreement with Hilmar. The property will benefit from City water and sewer and infrastructure improvements will occur over the next year and a half.

Justification: The land will be transferred to Hilmar for the development of their production facility. Industrial revenue bonds will be issued by the City on the behalf of Hilmar to help provide the necessary financing for the construction of the project.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Ordinance No. 3765, Map

ORDINANCE NO. 3765

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520c AND ALL AMENDMENTS THERETO.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520c and by the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

A tract of land in the Northeast Quarter (NE/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas, as originally described and prepared on November 9, 2021, by Charles W. Brooksher, P.S., Kansas License #1281, with Professional Engineering Consultants, P.A., CLS65.

Commencing at a 5/8-inch diameter smooth bar, at the Northeast Corner of the Northeast Quarter of Section 12, Township 27 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas; Thence bearing North 89°01'51"West (as the bearing is described in Corporate Warranty Deed, recorded at Book 202, Page 342, with the Office of the Register of Deeds, Ford County, Kansas) along the North line of said Northeast Quarter of Section 12 a distance of 2638.15 feet to a 3/4-inch iron pipe with a red plastic I.D. cap stamped "PEC LS65" inside of an aluminum Ford County monument box at the Northwest Corner of said Northeast Quarter of Section 12; Thence bearing South 01°02'13" West along the West line of said Northeast Quarter of Section 12 a distance of 249.86 feet to the South line of the right of way for U.S. Highway 56 and to the POINT OF BEGINNING; Thence continuing bearing South 01°02'13" West along the West line of said Northeast Quarter of Section 12 a distance of 2402.03 feet to a 3/4-inch iron pipe with I.D. cap stamped "A TO Z LS 1053" at the Southwest Corner of said Northeast Quarter of Section 12; Thence bearing South 89°00'31"East along the South line of said Northeast Quarter of Section 12 a distance of 2644.44 feet to a 1/2-inch diameter rebar, at the Southeast Corner of said Northeast Quarter of Section 12; Thence bearing North 0°54'04"East along the East line of said Northeast Quarter of Section 12 a distance of 2304.49 feet to a point on the South line of the right of way for U.S. Highway 56, said point being distant 348.42 feet south of said Northeast Corner of the Northeast Quarter of Section 12; Thence, following said South line of the right of way for U.S. Highway 56 for the remaining courses, bearing North 68°18'35"West a distance of 272.16 feet; THENCE bearing South 89°56'40"West a distance of 200.06 feet; Thence bearing North 88°37'24"West a distance of 1500.00 feet; Thence bearing South 82°50'45"West a distance of 101.12 feet; Thence bearing North 88°06'09"West for a distance of 584.29 feet to the POINT OF BEGINNING. Subject to road purposes on the North and East sides thereof. Encompassing 145.30 acres, more or less. (the "Property"). A depiction of the Property is attached hereto as Exhibit "A".

SECTION 2: The property annexed is currently zoned A, "Agricultural" and will be designated RS, Residential Suburban", in accordance with the Dodge City Zoning Regulations.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

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

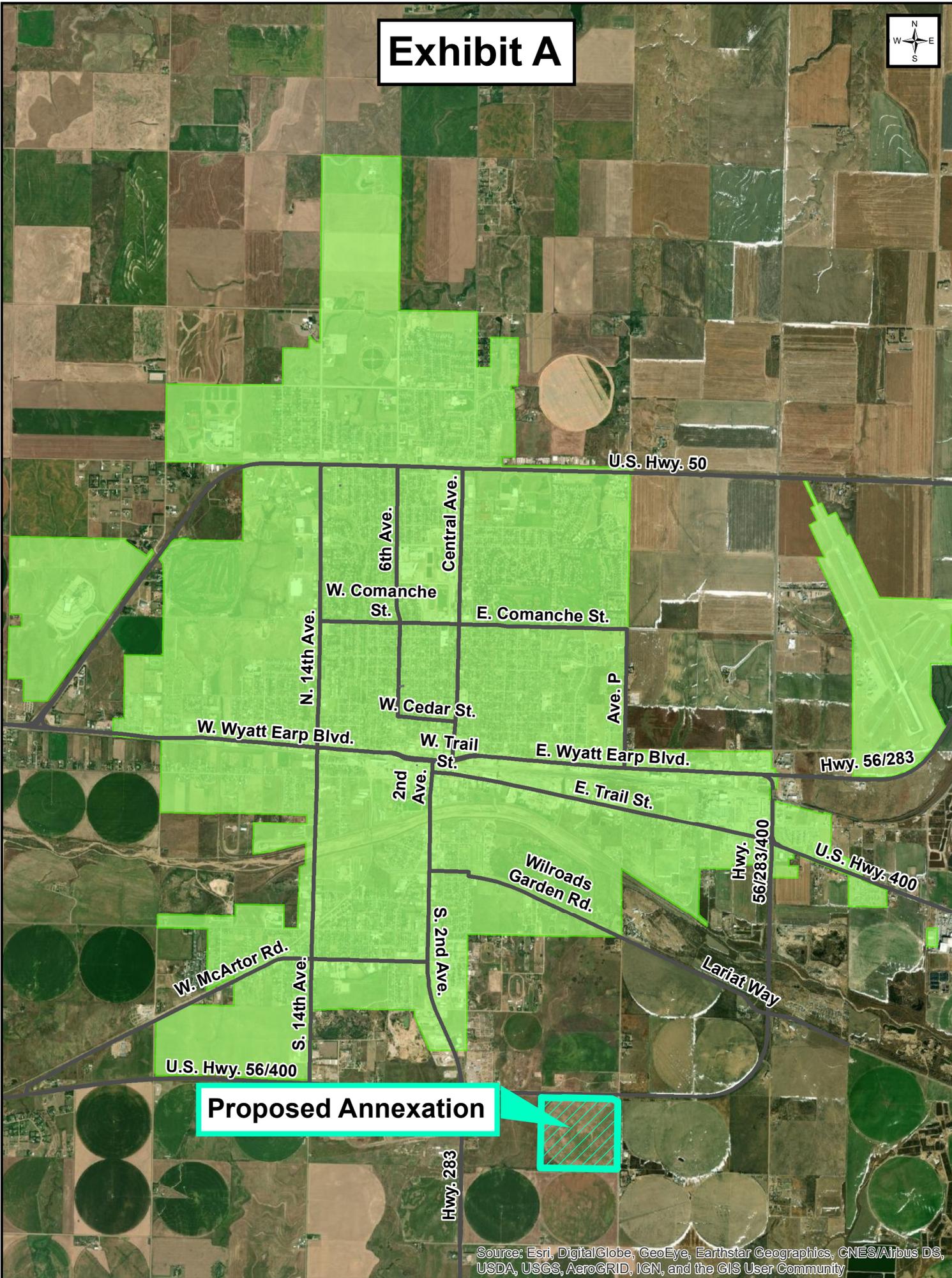
PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION
AND APPROVED BY THE MAYOR, THIS FIFTEENTH DAY OF NOVEMBER, 2021.

RICK SOWERS, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

Exhibit A



Proposed Annexation



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
JD Gilbert, County Administrator and County Commissioners
From: Nicole May, Finance Director City of Dodge City
Date: October 26, 2021
Subject: 2022 Sales Tax Fund Budget
Agenda Item: New Business

Recommendation: I recommend approving the 2022 Sales Tax Fund Budget as presented.

Background: The City and County Commissions must both approve the budget for the Sales Tax Fund each year. The 2022 budget has been previously discussed in a joint meeting due to concerns in prior years regarding the inadequate funding of the Depreciation and Replacement Fund. The final budget has been prepared based on the feedback from each commission.

Justification: Each year the Sales Tax Fund Budget must be approved by the City and County Commissions after being approved by CFAB. The budget was approved by CFAB at the September 28, 2021 meeting.

Financial Considerations: The budget would be used as guidance for expenses for the 2022 year.

Purpose/Mission: On-going improvements to provide for community growth.

Legal Considerations: None

Attachments: Budget narrative and spreadsheet



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: November 10, 2021
Subject: Rejection of Bid for Division 18, Roadway Improvements, Maple Grove Cemetery, PK 2101
Agenda Item: New Business

Recommendation: Reject the bid for the Division 18, Roadway Improvements, Maple Grove Cemetery. Bids were opened on Tuesday, November 9, 2021. One bid was received from APAC Kansas, Shears Division. APAC Kansas, Shears Division's bid of \$153,170.50 is almost 36% over the Engineer's Estimate of \$112,748.00.

Background: The roadway for Division 18 is needed to open more of Division 18 and so that vehicles do not have to jump the curb of drive across the grass of the Cemetery to get to burial plots. It will also make it easier for family to get to their loved one's burial plots. Staff will work with the Park's Department to come up with a cost-effective measure to construct the roadway.

Justification: Due to the significant overage from the engineer's estimate in the bid staff believes the bid should be rejected.

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: Bid Tab

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: Division 18, Roadway Improvements
Maple Grove Cemetery

PROJECT #: PK 2101

BID DATE: 11/09/21

CONTRACTOR: APAC-Kansas, Inc. Shears Division	
ADDRESS: P.O. Box 668	
CITY: <u>Dodge City</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67801</u>	
LOW BIDDER	
UNIT PRICE	CONTRACT AMOUNT
\$26,450.00	\$ 26,450.00
\$2,550.00	\$ 2,550.00
\$2,725.00	\$ 2,725.00
\$4.75	\$ 12,516.25
\$12.15	\$ 32,015.25
\$129.00	\$ 66,048.00
\$72.00	\$ 3,096.00
\$200.00	\$ 6,600.00
\$1,170.00	\$ 1,170.00

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	\$15,000.00	\$ 15,000.00
2	Construction Staking	LS	1	\$2,500.00	\$ 2,500.00
3	Traffic Control	LS	1	\$5,000.00	\$ 5,000.00
4	Clearing & Grubbing	SY	2635	\$4.00	\$ 10,540.00
5	6" Fly-Ash Sub-Grade Preparation	CY	2635	\$10.00	\$ 26,350.00
6	4" HMA Surface Course	Ton	512	\$84.00	\$ 43,008.00
7	Remove & Replace 30" Curb & Gutter	LF	43	\$125.00	\$ 5,375.00
8	6" Reinforced PCC Pavement	SY	33	\$75.00	\$ 2,475.00
9	Erosion Control	LS	1	\$2,500.00	\$ 2,500.00

TOTAL **\$ 112,748.00**

TOTAL **\$ 153,170.50**

BID SECURITY 5%
 START DATE 3/7/2022



Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs
Date: 11/15/2021
Subject: SKC Legislative Agenda
Agenda Item: New Business

Recommendation: Staff recommends approval of the 2022 Southwest Kansas legislative policy agenda.

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

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

Financial Considerations: None

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

Legal Considerations: None

Attachments: 2022 SKC Legislative Policy Agenda



2022

SOUTHWEST KANSAS COALITION LEGISLATIVE AGENDA

About SKC

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

Annexation

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

Education

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

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

Water

SKC cities advocate for all of their citizens to have access to clean, safe and affordable water. The State of Kansas has recognized that water is protected for the use and benefit of the citizens of Kansas. Water is the preeminent natural resource that provides for the economic growth and viability of our communities. SKC supports policies that expand the use of State Revolving Loan Funds and Debt Forgiveness programs to assist communities in pursuing infrastructure investments to ensure a safe water supply that addresses quality requirements, resiliency and improves resource conservation. SKC cities also wish to project a unified voice in water resource use decisions at the State and Federal levels. This engagement also includes involvement with River Advisory Communities (RAC's) and Groundwater Management Districts (GMD's) to benefit municipal customers as partners in the rural economy through conservation and use strategies with municipal, agricultural, and industrial partners supporting the long-term social and economic health of Southwest Kansas.

Immigration

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

In addition, the SKC requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in frequency of USCIS mobile services in Southwest Kansas as follows:

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

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

Childcare

The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. SKC supports creating a regulatory environment that supports rather than impedes the creation of more childcare facilities. In addition, to adapting the regulatory environment, SKC supports additional funding to those facilities attempting to meet the requirements and close the gap on children without childcare. This issue impacts economic development, employers, and the future of our region.

Taxes

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

Transportation

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

Air Transportation

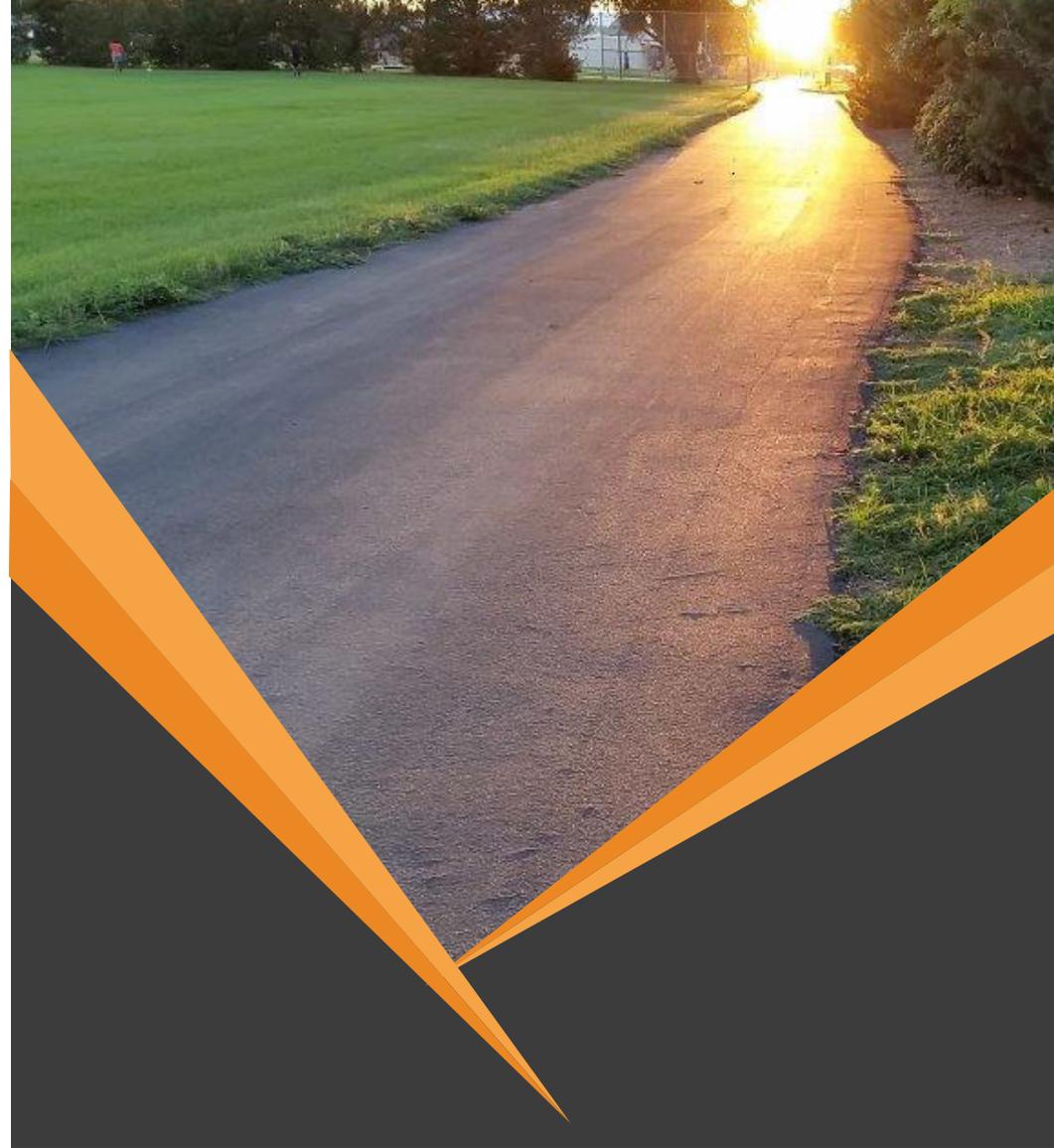
Federal funding for passenger air service is vital to Southwest Kansas. The Essential Air Service Program is critical to providing the region with access to multiple major international airports. SKC encourages continued support from the Congressional Delegation. SKC supports increased FAA safety regulations;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

Rail Transportation

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

Highway Transportation

State and Federal transportation dollars should be spent on adequate and equitable transportation infrastructure in all of Kansas. Transportation infrastructure is vital to our local, state, and country's economy, individuals' safety, and our nation's defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC also advocates for the planning of dividing Highways 54, 50/400, and 83, as IKE projects.



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Memorandum

To: Nick Hernandez, City Manager & City Commission
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs
Date: 11/15/2021
Subject: Public Transportation Local Match Grant Letters
Agenda Item: New Business

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

1. U.S.C. 49-5311 Public Transportation Operating Grant in the amount of \$406,897 which includes \$28,460 for administration and \$77,251 for dispatch services.

Background: The Dodge City Public Transportation provides services to Dodge City and Ford County area residents. Our services include Fixed Route, Demand Response and ADA Para-transit service. Currently we provide over 31,000 rides annually, this number has been impacted by the COVID19 pandemic. The proposed budget for this grant (see Attachment) will continue funding for the program as follows:

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

Justification: Last fiscal year, the Dodge City Public Transportation is provided 31,802 rides with both Fixed Route and Para transit/Demand Response service. We expect that the Fixed Route and Para-transit services will continue to remain steady and build ridership as we move from the pandemic. The transportation services are very much appreciated by our vulnerable community and non-profit organizations that serve them.

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

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

○ Operations (50%)	\$301,186
○ Dispatch (50%)	\$77,251
○ Administration (20%)	\$28,460
○ TOTAL	\$406,897

The commitment letters are required to include a 50% local match of the Federal transportation funds for Operations and Dispatch for which the City is applying. Historically KDOT has supplemented the Federal funds and for this grant cycle we anticipate State funding of an additional 20%. With State funding, the net City obligation will be \$286,417 which is budgeted in the General Fund for 2022.

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

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

Attachments: Program budget document.

SFY 2023 Public Transportation Budget 5311 and 5317
July 1, 2022 - June 30, 2023

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		
Section L. Operating Assistance Budget						
1.	Personnel – Driver (Paid)					
	Regular PT	141,960	141,960			
	Mechanic FT	19,000	19,000			
	Health Insurance	43,000	43,000			
	FICA/KPERS	26,591	26,591			
	Workers Compensartion Insurance	9,000	9,000			
	Total Personnel	239,551	239,551			
2.	Vehicle Insurance	2,000	2,000			
3.	Advertising (includes marketing materials)	2,500	2,500			
4.	Fuel	40,000	40,000			
5.	Maintenance, Repair, Lubrication, Parts, Labor, Tires	35,000	35,000			
6.	Storage (Paid)					
7.	Contract Services (Specify name & reason)*					
8.	Communications/Phone	500	500			
9.	Other (Must specify each item)					
	9a FIT Dispatching Contract			67,330		
10.	Licenses & Registration	350	350			
11.	KPTA/CTD Membership Dues	60	60			
12.	KPTA Annual Meeting Expenses	350	350			
13.	RTAP Driver Training	1,000	1,000			
14.	RTAP Manager Training	375	375			
15.	KCC Registration Fee	0	0			
16.	DOT Driver's Physical	1,000	1,000			
17.	Total Operating Expenses (Add #1 through #16)	322,686	322,686	67,330		
18.	Comments and Explanations of line items above					
19.	Project Income - Fares	21,500	21,500			
20.	Net Operating Cost (Line #17 - #19)	301,186	301,186	67,330		
21.	5311 Reimbursement Request (50% of Line 20)	150,593	150,593			

SFY 2023 Public Transportation Budget 5311 and 5317
July 1, 2022 - June 30, 2023

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		
Operating/Dispatch Local Match Letters						
22.	5311 Operating/Dispatch Local Match Letter (50%)	150,593	150,593			
Section K - Capital Assistance Budget						
	20 Passenger Minibus (2)	0	0			
4.	Total Capital with 2.5% contingency	0	0			
5.	Capital Reimbursement Request (80%)	0	0			
6.	Capital Local Match Letter (20%)	0	0			
Section M - Administrative Assistance Budget						
24.	Administrative Personnel					
	Transportation Supervisor	24,960	24,960			
	Clerical Support	21,200	21,200			
	Health Insurance	12,000	12,000			
	FICA/KPERS	7,626	7,626			
	Total Administrative Personnel	65,786	65,786			
25.	Building Insurance	250	250			
26.	Office Supplies	1,500	1,500			
27.	Postage	150	150			
28.	Building Maintenance (must specify)	600	600			
29.	Utilities	2,250	2,250			
30.	Contract Services - Specify name and reason (must attach copy of contract)					
31.	Pre-Employment Drug Testing	500	500			
32.	Other (must specify each item)					
	Admin to FIT			9,921		
33.	Uniforms	125	125			
34.	Agency Audit					
35.	Total Administrative Expenses	71,161	71,161	9,921		
36.	List any general comments and explanations of line items above					
37.	Administration Reimbursement Request (80%)	56,930	56,930			
38.	Administration Local Match Letter (20%)	14,230	14,230	9,921		

SFY 2023 Public Transportation Budget 5311 and 5317
July 1, 2022 - June 30, 2023

				DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		
SUMMARY (unreimbursed expense)							Total	
5311 Operating (50%)				150,593	150,593		301,186	
5311 Capital (20%)				0	0		0	
5311 Administration Assistance (20%)				14,230	14,230		28,460	
5311 Dispatch (50%)						77,251	77,251	
Match Letter Requirements				164,823	164,823	77,251	406,897	
Local Match Letters								
Dodge City				164,823	164,823	77,251	406,897	
Sources								
Anticipated KDOT Subsidy (20% Operating)				60,240	60,240		120,480	
Dodge City								
General Fund				104,583	104,583	77,251	286,417	
MERF (140-3410)				0	0			



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: November 15, 2021
Subject: Approval of bid for Comanche Street Reconstruction
Agenda Item: New Business

Recommendation: Approve the base bid from Building Solutions, LLC, for the reconstruction of Comanche Street from Walmart Drive to 14th Avenue in the amount of \$492,138.50. This base bid was 8.6% above the Engineer's Estimate of \$453,169.50 but is considered to be a reasonable bid.

Background: This section of Comanche Street was approved in the 2021 Street CIP by the City Commission earlier this year. The asphalt is in poor condition and due to being classified as major collector, receives higher volumes of traffic. The completion of this project will accomplish the first step in providing a new three lane concrete street section to provide a more direct access to US50 Highway and Boothill Casino.

Justification: This section of Comanche Street is in need of major maintenance and according to City policy for collectors and arterials, shall be reconstructed in concrete.

Financial Considerations: The construction of these improvements Comanche Street will cost \$492,138.50. Funding of this project will be through 2021 Street CIP Bonds.

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

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

Attachments: Bid Tab

CITY OF DODGE CITY, KANSAS
BID TABULATION

PROJECT: Comanche St. Reconstruction (Walmart Drive to 14th Ave.)
 PROJECT #: ST 2105
 BID DATE: 11/09/21

CONTRACTOR:
 Building Solutions, LLC
 ADDRESS:
 11106 Saddle Rd.
 CITY: Dodge City
 STATE: Kansas
 ZIP: 67801

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
BASE BID					
1	Mobilization	L.S.	1	\$30,000.00	\$ 30,000.00
2	Construction Staking	L.S.	1	\$7,500.00	\$ 7,500.00
3	Asphalt Excavation	S.Y.	3885	\$8.50	\$ 33,022.50
4	Concrete Excavation	S.Y.	708	\$15.00	\$ 10,620.00
5	Fly-Ash Treated Base (6")	S.Y.	4434	\$11.50	\$ 50,991.00
6	6" Crushed Concrete Sub-grade	S.Y.	65	\$15.00	\$ 975.00
7	Concrete Pavement (9")((AE)(NRDJ)	S.Y.	4093	\$58.00	\$ 237,394.00
8	4" Concrete Sidewalk	S.Y.	6	\$50.00	\$ 300.00
9	30" Standard Curb & Gutter	L.F.	1140	\$25.00	\$ 28,500.00
10	10' Valley Gutter (9" Thick)	S.Y.	75	\$70.00	\$ 5,250.00
11	Concrete Driveway (7")	S.Y.	15	\$90.00	\$ 1,350.00
12	Stamped Colored Concrete (9")	S.Y.	41	\$150.00	\$ 6,150.00
13	ADA Ramp w/ Detectable Warning Surface	L.S.	1	\$6,000.00	\$ 6,000.00
14	Salvage and Reset Permanent Street Signage	L.S.	1	\$2,500.00	\$ 2,500.00
15	Pavement Markings (4" Yellow Epoxy Paint)	LF	2595	\$1.10	\$ 2,854.50
16	Pavement Markings (8" Solid White Epoxy Paint)	LF	170	\$2.50	\$ 425.00
17	Pavement Markings (24" White Epoxy Paint)	LF	25	\$50.00	\$ 1,250.00
18	Left Turn Arrow (Epoxy Paint)	Each	3	\$350.00	\$ 1,050.00
19	Permanent Seeding & Mulching	S.F.	5000	\$1.00	\$ 5,000.00
20	Erosion Control	L.S.	1	\$4,000.00	\$ 4,000.00
21	Flexamat	S.Y.	27	\$112.50	\$ 3,037.50
22	Traffic Control	L.S.	1	\$15,000.00	\$ 15,000.00
BID ALTERNATE					
1	6" Crushed Concrete Base	S.Y.	4434	\$15.00	\$ 66,510.00
2	Deduct Fly-Ash Treated Base (6")	S.Y.	4434	(\$11.50)	\$ (50,991.00)

LOW BIDDER

UNIT PRICE	CONTRACT AMOUNT
\$25,900.00	\$ 25,900.00
\$4,600.00	\$ 4,600.00
\$12.00	\$ 46,620.00
\$22.50	\$ 15,930.00
\$5.25	\$ 23,278.50
\$22.00	\$ 1,430.00
\$69.50	\$ 284,463.50
\$58.00	\$ 348.00
\$29.00	\$ 33,060.00
\$77.50	\$ 5,812.50
\$200.00	\$ 3,000.00
\$196.50	\$ 8,056.50
\$6,900.00	\$ 6,900.00
\$1,000.00	\$ 1,000.00
\$1.20	\$ 3,114.00
\$6.00	\$ 1,020.00
\$60.00	\$ 1,500.00
\$425.00	\$ 1,275.00
\$0.75	\$ 3,750.00
\$5,000.00	\$ 5,000.00
\$121.50	\$ 3,280.50
\$12,800.00	\$ 12,800.00
\$13.75	\$ 60,967.50
(\$5.25)	\$ (23,278.50)

BASE BID TOTAL **\$ 453,169.50**
 ALTERNATE TOTAL \$ 15,519.00
 GRAND TOTAL \$ 468,688.50

BASE BID TOTAL **\$ 492,138.50**
 ALTERNATE TOTAL \$ 37,689.00
 GRAND TOTAL \$ 529,827.50

BID SECURITY 5%
 START DATE 7/5/2022



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: November 15, 2021
Subject: Approval of Facilities Reimbursement Agreement with Northern Natural Gas
Agenda Item: New Business

Recommendation: Approve the Facilities Reimbursement Agreement with Northern Natural Gas Company in the amount of \$754,635.00 pending review of legal counsel.

Background: The expansion of the south WWTP will require the relocation of our biogas pipeline lateral that is owned and operated by Northern Natural Gas (NNG). The current alignment of the lateral is in direct conflict with the new anaerobic and aerobic lagoons (See Attached Concept). To have the line relocated by June 1st, 2022, NNG has stated that it needs this agreement in place by November 23rd, 2021. This will ensure that WWTP construction activities such as earthwork and digester construction are not delayed by the pipeline relocation project.

A cost estimate for the project is included in the agreement and is based on the construction of 1,500 ft of a new 4" lateral line. The final length of new line may have to be adjusted depending on the final layout of the WWTP expansion project. With this agreement, NNG will handle all design, construction, and inspection of the new line. The City will be responsible to pay NNG up front and will be reimbursed if actual costs come in under the agreement amount.

Justification: The relocation of this lateral gas line is a crucial component to the WWTP expansion project.

Financial Considerations: The Facilities Reimbursement Agreement with Northern Natural Gas Company to relocate our biogas pipeline lateral shall be paid for out of the Biogas Fund. Once bonds are issued for the WWTP expansion project, the Biogas Fund can be reimbursed.

Purpose/Mission: The completion of this project will enable the City to complete the WWTP expansion project and treat the waste stream from Hilmar Cheese. This project aligns with the City's Core Value of Ongoing Improvement by initiating progress, growth, and preparing for the community's future.

Legal Considerations: The City will enter into an agreement with Northern Natural Gas Company and is bound by the provisions of this agreement.

Attachments: Facilities Reimbursement Agreement with cost estimate from Northern Natural Gas Company and the proposed layout for the WWTP expansion.

FACILITIES REIMBURSEMENT AGREEMENT
DODGE CITY BIOGAS LATERAL REROUTE

BETWEEN

NORTHERN NATURAL GAS COMPANY

AND

CITY OF DODGE CITY, KANSAS

This Facilities Reimbursement Agreement (Agreement) is dated as of **November 8, 2021**. Pursuant to the request of City of Dodge City, Kansas (Customer), with respect to the Dodge City Biogas Lateral Reroute, Northern Natural Gas Company (Northern) shall construct, own and operate new natural gas facilities. This Agreement is subject to the following terms and conditions:

1. Northern, or its designee, shall construct, own, maintain, and operate facilities to reroute the existing Dodge City Biogas branch line leading to the Dodge City Biogas Ford County receipt point (POI 79338) located near Dodge City, Kansas, as more fully detailed in Appendix A (Facilities), to provide the necessary room to accommodate a planned digester expansion at the biogas facility. Northern will use commercially reasonable efforts to have the Facilities placed in service no later than **June 1, 2022**; provided Customer executes and returns this Agreement to Northern by **November 30, 2021**. However, Northern will have no liability whatsoever if the Northern Facilities are not placed in service by such date. Northern shall provide all necessary materials and perform all work to complete the Facilities in a good and workmanlike manner in accordance with prudent industry practice.
2. The parties acknowledge that current supply chain shortages in materials may adversely impact the planned completion of the Facilities. Northern will endeavor to use commercially reasonable efforts to timely acquire and install all necessary materials to complete the Facilities. Notwithstanding these efforts, consistent with other provisions of this Agreement, Northern shall not be held liable should the Facilities be placed in-service after the targeted in-service date.
3. As of the date of this Agreement, the estimate of actual costs of the Facilities, including but not limited to, (i) design, materials, labor, contract and engineering costs; (ii) overheads; (iii) all applicable taxes, (iv) income tax gross up, when applicable, (v) allowance for funds used during construction (AFUDC), when applicable; and (vi) associated operation and maintenance costs (Estimated Actual Costs), are set forth in Appendix A. Customer shall pay to Northern on or before **January 4, 2022**, the Estimated Actual Costs for the construction of the Facilities. Upon completion of the work, if Actual Costs are different from the Estimated Actual Costs, Customer and Northern agree to true-up the reimbursement amount (i.e., Customer agrees to pay Northern the difference if the Actual Costs are greater than the

Estimated Actual Costs, or Northern will reimburse Customer the difference if the Actual Costs are less than the Estimated Actual Costs).

4. In the event the project is terminated by Customer or due to Customer's default prior to completion, Customer shall pay Northern for all costs reasonably incurred and/or committed to for construction of the Facilities up to the date of termination, including tax gross-up if applicable.
5. Northern shall indemnify and hold Customer, including its officers, directors, employees and agents, harmless from and against any and all claims arising out of or in connection with the design, construction, ownership, operation and maintenance of the Facilities.
6. Customer will provide, own, operate and maintain all gas service equipment required upstream of the Northern owned facilities. Customer shall indemnify and hold Northern and Northern's affiliates, including its officers, directors, employees and agents, harmless from and against any and all claims arising out of or in connection with the design, construction, ownership, operation and maintenance of facilities owned by Customer.
7. Gas receipts will be accepted pursuant to effective service agreement(s) and Northern's Tariff. Except as may otherwise be provided in effective service agreement(s), Northern shall have no obligation to provide service to Customer as the result of the construction of the Facilities.
8. Any terms not defined herein shall have the meanings set forth in Northern's Tariff and any conflicts between this Agreement and Northern's Tariff shall be resolved in favor of Northern's Tariff.
9. Except as to the interpretation, applicability, or enforcement of this Agreement before a trier of fact or as may be requested by administrative or judicial action, Customer shall not reveal this Agreement or the terms and conditions thereof to any other parties.
10. This Agreement is subject to receipt by Northern of all approvals required to construct the necessary Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. It is expressly understood that all such approvals shall be in a form and substance satisfactory to Northern and shall be final before the respective governmental authority and no longer subject to appeal or rehearing before such governmental authority unless Northern waives the requirement that the approval be final.
11. This Agreement is subject to Northern's Tariff, all valid laws, rules and regulations of duly constituted authorities having jurisdiction, and is subject to any and all receipts of such authorization as may be required for the construction of the Facilities.
12. AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE

LAWS OF THE STATE OF NEBRASKA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS.

- 13. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 14. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements, or warranties additional to this Agreement other than as may be contained in Northern's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment, or modification be effective unless confirmed in writing by the parties.
- 15. This Agreement may be signed in counterparts, each of which when signed shall be an original, but all of which shall together constitute one and the same instrument. A signature delivered by facsimile, e-mail in portable document format (.pdf) or DocuSign electronic signature system shall be deemed to be an original manual signature and shall be binding and have the same legal effect as an original manual signature.
- 16. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically (Imaged Documents). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest the admissibility of Imaged Documents as evidence in any proceeding.
- 17. This Agreement shall be void and of no effect if not executed and returned to Northern by **November 30, 2021**.

The parties hereto have executed this Agreement to indicate their acceptance.

Northern Natural Gas Company

City of Dodge City, Kansas

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FACILITIES REIMBURSEMENT AGREEMENT
DODGE CITY BIOGAS LATERAL REROUTE
BETWEEN
NORTHERN NATURAL GAS COMPANY
AND
CITY OF DODGE CITY, KANSAS

APPENDIX A

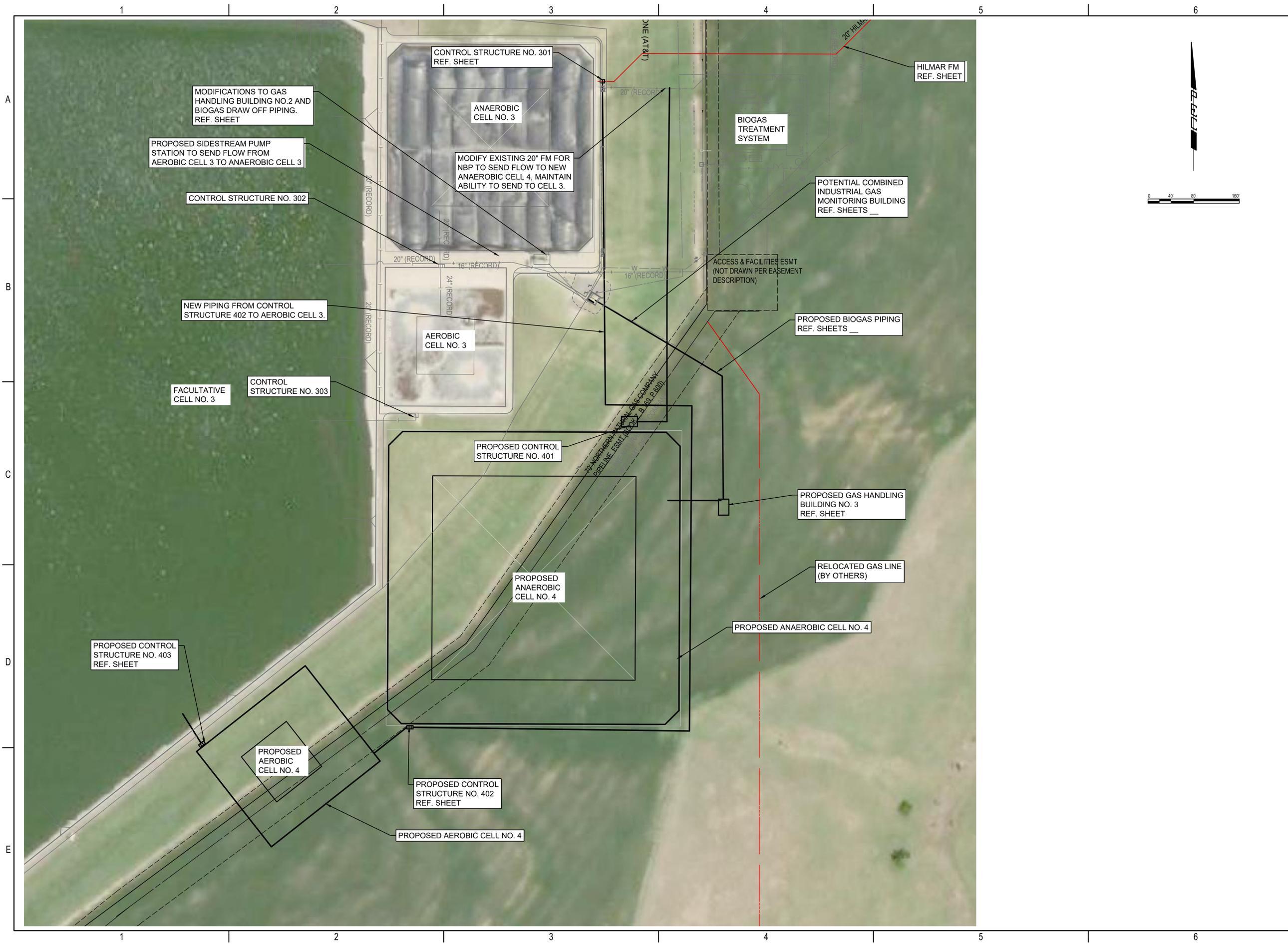
Facilities and Estimated Costs

Project Name: Dodge City Biogas Pipeline Lateral Reroute

Facilities Description: Reroute the Dodge City Biogas branch line to go around the new digester plant. Scope is to add 1,500 feet of new 4-inch-diameter branch line pipe and remove about 1,000 feet of the old 4-inch-diameter pipe. Dodge City Biogas will be shut in when we tie the new branch line section into the old branch line. The station will take a two-day outage.

<u>Cost Category</u>	<u>Estimated Cost</u>
Contract Labor	\$356,694
Materials	\$34,221
Freight & Sales Tax	\$4,278
Environmental	\$32,000
Construction Support	\$69,000
District Labor and Equipment	\$8,000
Engineering	\$30,000
Right of Way	\$18,000
Contingency	\$55,219
Subtotal	\$607,412
Income Tax Gross-Up	\$118,616
Overheads	\$12,756
2022 Escalation	\$15,504
O&M	\$347
Subtotal	\$147,223
Total Estimated Cost	\$754,635

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NOT FOR
CONSTRUCTION

**WASTEWATER SYSTEM
EXPANSION**

CITY OF DODGE CITY, KANSAS

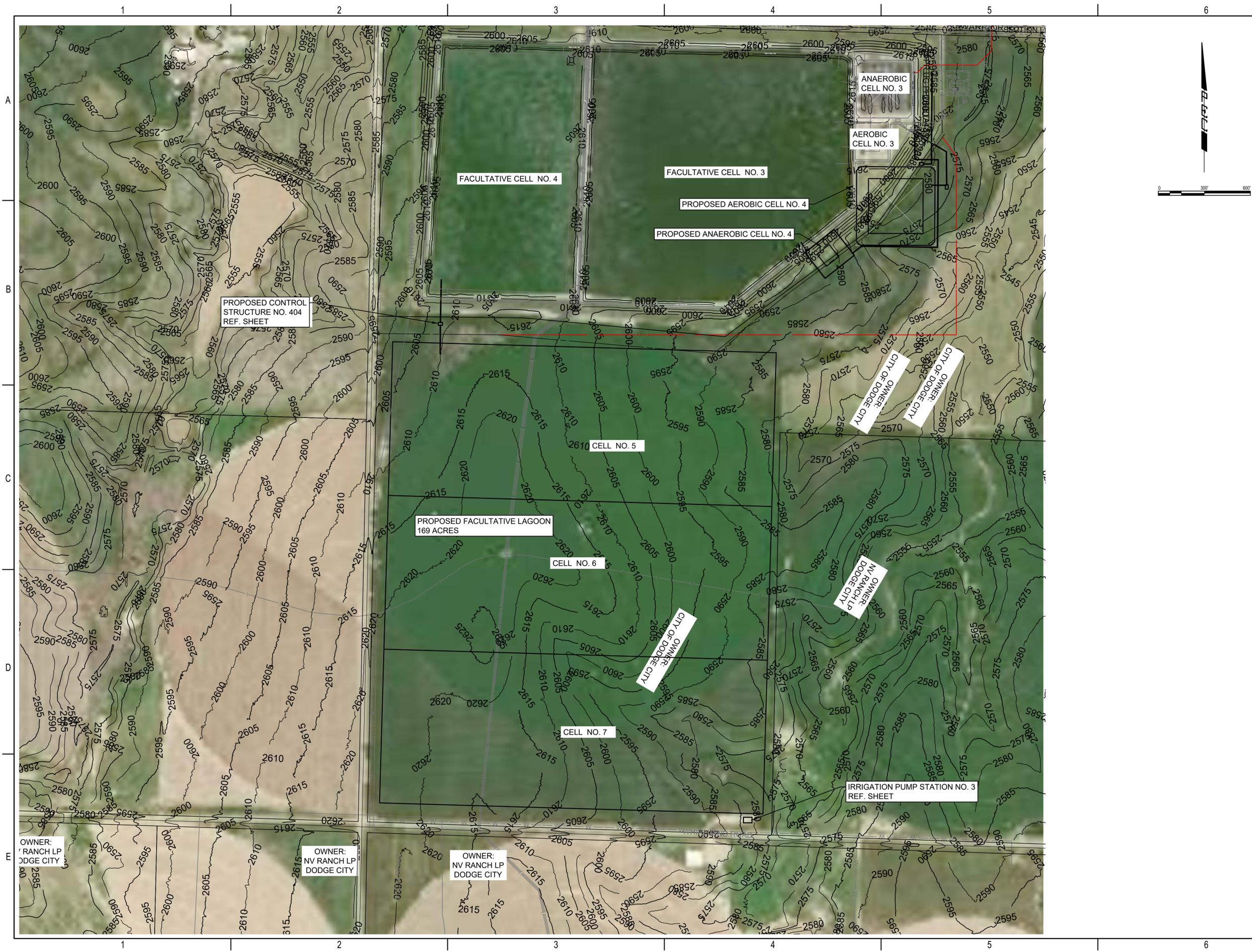
Issue:		
1	SENT FOR REVIEW	2/22/17

JOB NO.	210263-001
DATE	SEPTEMBER 2021
PM	SCU
DESIGNED BY	NDF
DRAWN BY	CAE
CHECKED BY	MDK

WWTP IMPROVEMENT PLAN - SOUTH

CS141

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 U:\WICHITA-CIVIL\2021\10263\001\MUNIDRAWINGS\PLANS\10263-001-CS150 FACULTATIVE LAGOON PLAN.DWG



NOT FOR CONSTRUCTION

WASTEWATER SYSTEM EXPANSION
 CITY OF DODGE CITY, KANSAS

Issue:		
1	SENT FOR REVIEW	2/22/17

JOB NO.	210263-001
DATE	SEPTEMBER 2021
PM	SCU
DESIGNED BY	NDF
DRAWN BY	CAE
CHECKED BY	MDK

FACULTATIVE LAGOON PLAN

CS150



Memorandum

To: Community Facility Advisory Board, Ford County Commission and County Administrator JD Gilbert, and City of Dodge City Commission and City Manager, Nick Hernandez

From: Director of Parks and Facilities Daniel Cecil and Assistant City Manager/Public Affairs, Melissa McCoy

Date: November 15, 2021

Subject: Approval of revised rate structure for passes for Long Branch Lagoon Water Park

Agenda Item: New Business

–

Recommendation: Staff recommends approval of revised rates for day and season passes and special promotions for the Long Branch Lagoon Water Park.

Background: The City is taking over operation of the Long Branch Lagoon for the 2022 season. With these changes, existing rates were reviewed to ensure they were still competitive, as they had remained the same since the facility opened in 2016.

Justification: Staff has reviewed the costs for day and season passes at similar aquatics parks in Kansas and found that Dodge City's day pass rates were slightly higher. The lower rates will help compete with other facilities. In addition, staff has received requests for a family passes and would like to offer this option as a benefit to families along with a promotional punch card.

Financial Considerations: The cost for day passes will be lowered by \$1, making the new costs as follows:

- \$4 for ages three to 17 and Seniors
- \$6 for adults
- \$3 for groups

In addition, individual season passes will be lowered to \$60 and family passes will be \$180 for four members and would allow up two additional members for \$30 per person. The other change is for morning fitness pass at \$50 which is a ten-dollar decrease. Lastly, a new special 20 punch pass for \$60 may be used for entrance morning fitness, as well as day swim and night swims.

Purpose/Mission: The revised rate structure meets with the core purpose of making Dodge City, the best place to be and the core value of ongoing improvement.

Legal Considerations: There are no legal considerations.

Attachments:

Proposed Rate Structure and Rate Comparison

City	Age	Price	Season Pas	Family Pass	Specials	Hours	Night Swim	Morning Fitness Pass
Dodge City	0-2	free	\$60	\$180 for 4 add for \$30 only allow 2 additions (1/2 off Cabana Rentals M-TH)	20 punch pass for \$60 gets you into morning fitness/day pass/night swim (excludes special events)	12-7 M-S, 12-6pm Sun.	7-9pm T & Th \$4	\$50
	age 3-17	\$4						
	Adults	\$6						
	Seniors	\$4						
	Group	\$3						
Dodge City	0-2	free	\$70	No	Buy 3 one free November to May	12-7 M-S, 12-6pm Sun.	7-9pm T & Th	Morning Fitness Pass \$60
	age 3-17	\$5						
	Adults	\$7						
	Seniors	\$5						
	Group	\$4						
Garden City	All ages	\$3	\$77	\$174 for 4 add for \$20	20 punch pass for \$48	1-8 M-S, 1-6 Sun	Special events Schedule	
Derby	0-2	free		http://www.rockriverrapids.com/347/Season-Passes	No	Offer discounts on season passes	Open daily 12:30-7pm Memorial day to Aug. 10	Not clear
	age 3-17	\$8						
	Adults	\$9						
	Senior	\$8						
Salina	0-2	free		Kenwood Cove Aquatic Park Prices	\$195 for 5 add up to 3 more \$35 per person	12:30-7pm M-S, Sundays 12:30pm-6pm	Not clear	
	ages 3-17	\$4						
	Adults	\$6						
	Seniors	\$3						
Manhattan	0-2	free		\$65 adults, \$45 Children		1-8 pm daily Closes Aug. 15	Twilight Swim 6-8pm daily	
	ages 2-15	\$4						
	Adults	\$6						
	Nonswimmers	\$2						
	Groups	\$3						
Sedgwick Co. Zoo				\$180 2 Adults 3 Children/Grandchildren				



Memorandum

To: Mayor and City Commissioners
From: Nickolaus Hernandez, City Manager
Date: November 15, 2021
Subject: Approval of Police Department Operational and Management Assessment
Agenda Item: New Business – Item #7

Recommendation: Approval of Proposal with McGrath Consulting Group for a Police Department Operational and Management Assessment in the amount of \$44,772.

Background: McGrath Consulting Group has handled our salary and benefit studies for the past several years. Currently the Police Department is several positions short and it is causing what appears to be a higher than normal turnover rate. Additionally, this is a perfect opportunity to look at the efficiency of the department and identify the strengths of weaknesses of the department to prepare us for the future.

Justification: With the expiration of the police agreement, now is the perfect time to reflect on the current operations and culture of the organization. This agreement will bring a diverse set of experiences from industry professionals all employed with McGrath to provide data analysis and assessment. They will observe our current operations and hold stakeholder interviews to gain insight into the department. At the conclusion of the process, McGrath will provide a list of recommendations to enhance efficiency or to address issues that may be identified.

Financial Considerations: \$44,722 of current salaries and benefits from the current open positions will be utilized for the funding.

Purpose/Mission:

Ongoing Improvement. Together we value progress, growth and new possibilities by providing and preparing for the community's future

Working Towards Excellence. Together we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: Attorney Brad Ralph has reviewed the agreement

Attachments: Police Department Operational and Management Assessment

Police Department Operational and Management Assessment



City of Dodge City, Kansas

Submitted By:

McGrath Consulting Group

Victoria McGrath, Ph.D., Project Manager

victoria@mcgrathconsulting.com

815-728-9111



October 25, 2021



October 25, 2021

Nickolaus Hernandez
City Manager
806 N. Second Avenue
Dodge City, KS 67801

Thank you for the opportunity to submit our qualifications to conduct an Operational and Management Assessment for the Dodge City Police Department. This proposal re-introduces our Firm to the City, outlines our understanding of the project, and describes our methodology and processes.

A professional independent external analysis of the Police Department to identifying where it is meeting modern police standards and/or current best practices, identifying the current culture and work environment, identifying where there is need for improvement, provide recommendations to implement best practices, and identify any barriers.

Why should you choose McGrath Consulting Group for this Operational and Management Assessment?

We do not ask you to adapt to an off-the-shelf assessment

- ❖ We find that each community has unique qualities, culture and needs.
- ❖ We work hard to understand your goals, community culture, departmental successes, and challenges so we can help you sustain and improve the public safety services of your police agency.

Our consultants are highly qualified and nationally respected professionals

- ❖ Our consultants have professional and consulting experience in all aspects of law enforcement both in municipal and county settings, in very diverse communities, as well as very rural to large population organizations.

We are experienced

- ❖ After 21 years in business, we have over 350 clients in 39 states. Thus, we have assisted with a wide range of public sector challenges in the arena of public safety.

Our success stems from sound principles and best practices throughout our work and the relationships we build through honest and transparent communication from the beginning of the project through the adoption, implementation, and follow-through.

Detailed information regarding our firm, consultants, methodology, and required information are presented within this proposal. As you review the proposal, if you have any questions or require additional information, please do not hesitate to ask.

We look forward to the opportunity of working with the City of Dodge City on this important project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria J. McGrath".

Victoria J. McGrath, Ph.D., Vice President
McGrath Consulting Group, Inc.
P.O. Box 190
Wonder Lake, IL 60097
815.728.9111 (office)
815.307.2781 (direct)
victoriaphd@mcgrathconsulting.com

TABLE OF CONTENTS

Firm Profile..... 5
Scope of Services 6
Assessment Strategy and Methodology 7
 1. Project Orientation 7
 2. Data Gathering, Assessment, and Analysis..... 7
 3. Reports and Presentation 8
Staff Time 8
Firm Capacity and Timeline..... 9
Project Management and Key Consultant Team 10
References 15
Project Costs 16
A Final Word..... 16

FIRM PROFILE

McGrath Consulting Group, Inc. is an organization that specializes in public sector consulting predominately in the fields of law enforcement, fire, emergency medical services (EMS), communications and human resources. The principals of the company have over 50 years of public sector experience.

We have two distinct divisions within the company: Public Safety – overseen by Dr. Tim McGrath and Human Resources – overseen by Dr. Victoria McGrath. We have found that having expertise in human resources is beneficial in public safety studies. Thus, the Fire/EMS and Police consultants have access to experts in human resources to address the unique laws and best practices governmental entities face with their human capital.

Company Name	McGrath Consulting Group
Parent Organization	McGrath Consulting Group, Inc.
Established	May 1, 2000
Years of Service	21
Type of Firm	Private Corporation Illinois, USA
Company Mailing Address	P.O. Box 190 Wonder Lake, IL 60097
Company Physical Address	7614 Barnard Mill Rd Wonder Lake, IL 60097
Website	www.mcgrathconsulting.com
Authorized Representative	Victoria McGrath, Ph.D. – Vice President
Email Address	victoriaphd@mcgrathconsulting.com
Phone Number	(815) 728-9111
Fax Number	(815) 331-0215
Insurance	State Farm: Auto, General Liability, WC Accord: Professional Liability Chubb: Cyber Security Liability

McGrath Consulting has been working with public-sector organizations of all types for the past 20 years. The Consultant’s assigned to this project have worked with McGrath Consulting on numerous law enforcement and public safety organizational studies and audits.

The police and human resource consultants assigned to this project have worked with McGrath Consulting Group on numerous public safety organizational studies and audits and have extensive knowledge and experience in today’s public safety environment.

SCOPE OF SERVICES

Working with city administration, police command staff, and other stakeholders, we will conduct a professional external assessment/audit of the police department to evaluate the current operations and culture of the organization. By conducting this detailed analysis, the process will identify both operational and internal strengths and challenges from which we will provide recommendations to assure efficient and effective public safety services are being conducted in a positive and productive work environment.

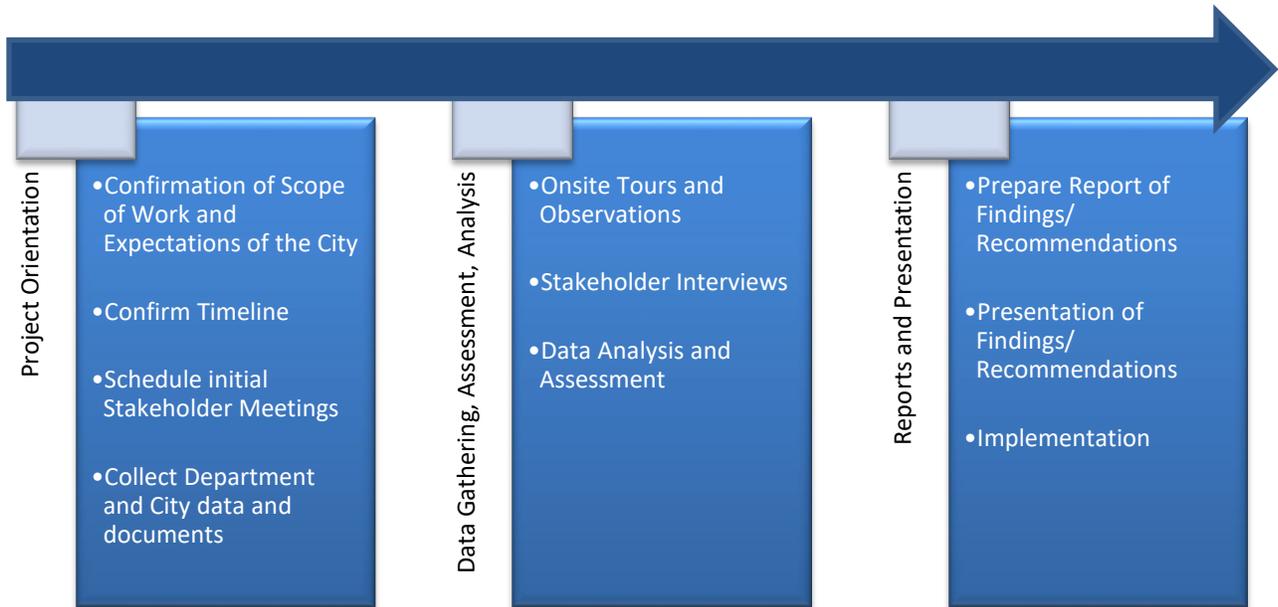
Our work for your organization will include the following:

- ❖ Reviewing and analyzing documents to include but not be limited to collective bargaining agreements, police procedures, policies, and general orders, Human Resources/City personnel policies.
- ❖ Obtaining information to compare departmental procedures, policies and general orders to actual practice within the Police Department.
- ❖ Identifying and analyzing Police Department functions for all operational and support functions.
- ❖ Interviews with City administrative positions, Police command staff, Human Resources personnel, and other identified stakeholders.
- ❖ Obtaining data to assist with turnover calculations to compare with local, regional and average rates.
- ❖ Engage active and former employees regarding worker engagement.
- ❖ Analyze and assess all information derived through this process and make recommendations.
- ❖ Preparing a report of findings along with strategies for implementation of any recommended changes.

This work will be accomplished in a participatory environment whereby McGrath consultants actively engage with administration and stakeholders, is sensitive to the unique qualities and needs of your City, develops a plan, and walks you through the recommendations.

ASSESSMENT STRATEGY AND METHODOLOGY

Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. Our goal is to meet the needs of your organization. Therefore, the proposal steps can be discussed and adjusted to meet the needs of the City of Dodge City. The following is a visual summary of the project plan. A detailed methodology and work plan follows.



1. Project Orientation

The McGrath Lead Police Consultant and HR Consultant will begin the project by conferring with the designated Project Manager for the City of Dodge City and other persons you designate. We will review the planned timeline and deliverables and confirm expectations from all partners. ***A clearly defined game plan will result in a successful solution for your organization.***

A list of information, data sets and documents needed will be requested prior to the first site visit. Based on our initial meeting with your team and the data and documents gathered, our team of consultants will schedule the onsite visits.

2. Data Gathering, Assessment, and Analysis

TOURS & WORK OBSERVATIONS

Our consultant team may use tours of the jurisdiction, the police department and other appropriate facilities in order to thoroughly understand public safety in the City. Our team may also observe public safety personnel performing their duties, roll calls or other meetings to understand the functional relationships, interactions and operations of the departments.

STAKEHOLDER INTERVIEWS

We will conduct individual interviews, to gather the most comprehensive information.

- ❖ In-depth, individual interviews with all department employees, both sworn and civilian.
- ❖ Individual interviews with other public safety stakeholders such as volunteers, chaplains, community members (if appropriate), etc.
- ❖ Other individuals identified by City Administration.

DATA ANALYSIS

Significant time will be spent both on-site and off-site reviewing documents from the targeted areas and analyzing gathered data, interview results, and departmental and city metrics and statistics.

3. Reports and Presentation

During the final phase of the project, progress summaries and issues discovered will be developed and provided to the City's project manager. The draft report will then be developed which will provide an overview of identified issues and recommendations for changes. The consultants will help prioritize the recommendations and lay out an implementation plan.

Consulting team members will confer via conference call, video conferencing, or other means with the City's project manager and other identified officials to review and address questions and concerns from the report. After appropriate modifications are made, the final report will be provided to the City's Project Manager. McGrath consultants are available to confer with any stakeholders to address questions again via conference call, video conferencing etc.

CITY STAFF TIME

Since we work closely with our clients, support on this project is critical but not intrusive. Initially, a list of items required for analysis or understanding is submitted to the designated project manager. Further, assistance is requested in setting up interviews with individuals within the department and City, and/or providing contact information. Additionally, support is needed to answer questions or address questions/concerns/issues of the consulting team. These are usually completed through scheduled telephone or email conversations.

FIRM CAPACITY AND TIMELINE

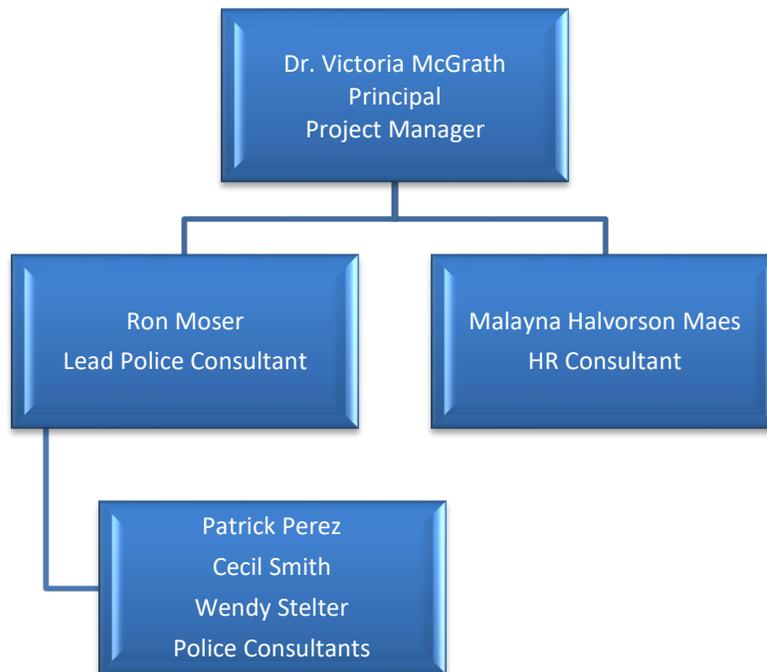
The consultants can begin the project immediately upon contract execution. Draft recommendations are typically completed within 90 days, but this timeline can be discussed further based on the City's needs. Factors that can impact the timeline include City administration and employee availability for meetings and interview as well as timely receipt of requested data.

Activity	Month 1				Month 2				Month 3			
	1	2	3	4	1	2	3	4	1	2	3	4
<i>Data Request to Client (allow 2-3 weeks)</i>	█	█	█									
<i>Project orientation/planning</i>	█	█	█	█								
<i>Onsite Visit (Data Review on Site, Stakeholder Interviews, On-site Assessments Tours, Data Analysis)</i>					█							
<i>Virtual Interviews not conducted onsite</i>						█	█					
<i>Assessment and Analysis</i>						█	█	█				
<i>Provide Draft Reports for City review Address questions/concerns</i>										█	█	
<i>Submit Final Report</i>												█

PROJECT MANAGEMENT AND KEY CONSULTANT TEAM

All consultants are McGrath consultants. There is no subcontracting.

The Consultants were selected for this project based upon their areas of expertise, specialties, and related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspective and expertise as needed. Primary members of the team for the City of Dodge City are provided.



Victoria McGrath, Ph.D., SPHR
Vice President
Project Manager

Dr. Victoria McGrath has an extensive background in the field of human resources, predominately in the public sector; but she also has a number of years in the private sector having worked in health care, banking, and education. She brings over 19 years of practitioner experience in all phases of human resources prior to her years as a consultant.

Her professional experience includes the City of Brookfield, WI, which had over 500 employees, including five (5) labor unions; the Elmbrook School District, WI – the 2nd largest school district in Wisconsin, also with 5 labor unions; and Citicorp Banks. She has dealt with labor/employee relations; policy, procedure and labor compliance; benefits and compensation; recruitment and staff development. Dr. McGrath's local government experience touched all local services including police/sheriff, fire, public works/highway, engineering, library, health department, administration, courts, jail, and more.

Dr. McGrath has provided management assistance to more than 200 local government clients on a variety of management issues. In addition to working with government, she has been a speaker for a number of professional organizations and worked with two (2) organizations in developing courses in human resource management to current and upcoming supervisors. Further, she is an adjunct professor – teaching in areas such as human resources, organizational development, management, and research – at Northwestern University (Master’s in Public Policy Administration Program).

Dr. McGrath’s doctoral dissertation dealt with Government as a Learning Organization. Her research dealt with government efficiency in providing services and how governmental services can become more effective.

EDUCATION

- ◆ Ph.D. – Municipal Government as a Learning Organization, University of Wisconsin – Milwaukee, WI
- ◆ Master of Science – Management, Cardinal Stritch College, WI
- ◆ Bachelor of Science – Industrial Relations & Finance, University of Wisconsin – Milwaukee, WI

Ronald Moser

Lead Police Consultant

Mr. Moser heads the police division of McGrath Consulting Group, Inc. and will serve as projects primary law enforcement expert. He has been the project manager for numerous executive searches and leads the recruitment, interview and assessment center teams for all police-related projects with McGrath Consulting.

Prior to joining McGrath Consulting, Chief Moser spent 34 years in law enforcement serving six municipalities in three states. He served as Chief in three of those departments. In his last Chief position, he also served as the Director of Emergency Management. He also served as the Village Manager for Hanover Park, IL for three years prior to his retirement. While serving as police chief in the public sector he was responsible for internal promotion processes. While serving as Village Manager he worked closely with the Human Resources Director as well as independent consultants with the recruitment and selection of department directors.

Chief Moser is a member of the International Association of Chiefs of Police (Life member), Illinois Association of Chiefs of Police (Life member), DuPage County (IL) Chiefs of Police Association (past President and Life member), North Suburban (IL) Association of Chiefs of Police (Life member), the American Society for Industrial Security, and a former member of the International City Managers Association and Illinois City Managers Association. He has served as an adjunct faculty member at a number of colleges and universities and currently instructs criminal justice courses through Columbia College of Missouri.

EDUCATION

- ◆ Master of Arts – Criminal Justice and Corrections, University of Iowa
- ◆ Master of Arts – Law Enforcement Administration, Western Illinois University
- ◆ Bachelor of Arts – Law Enforcement Administration, Western Illinois University

Malayna Halvorson Maes
Human Resources Consultant

Malayna Halvorson Maes has served as a human resource professional in both the private and public sectors for over 20 years. She worked previously in health care human resources, then as the Human Resources Director and senior advisor for a large county in northwestern Wisconsin. Thus, she has direct experience with the many challenges facing municipal employers. As a former Wisconsin Human Resources Director, she is knowledgeable of all facets of local government, including law enforcement. She has been active in a number of professional organizations and takes an active role in defining the profession. During her tenure in governmental human resources, Ms. Maes was a member and senior advisor to the organization's executive leadership team and responsible for the direction of all human resources functions.

Ms. Maes is a human resources member of the consulting team for police operational studies and audits.

EDUCATION

- ◆ Bachelor of Arts– Psychology, Luther College, Decorah, IA

Patrick Perez
Police Consultant

Patrick Perez brings 23 years of law enforcement experience to the project and serves on all police and public safety projects for McGrath Consulting Group.

Mr. Perez holds distinction as the first Hispanic to be elected to the office of Sheriff in the State of Illinois. He served as Sheriff of Kane County from 2007-2014. During his career, he rose through the ranks of Sergeant, Supervisor of Special Operations, Investigations, and Patrol as well as serving in the Civil Process Division. Additionally, he served as Interim Chief of Police for the Village of Elburn, Illinois.

Mr. Perez's law enforcement background includes a wide variety of experience from street policing to administration of a County Sheriff's department with over 300 employees representing 30 divisions. During his tenure, Sheriff Perez enacted several initiatives to professionalize the agency including mandatory random drug testing, an office of professional standards, major revision of the department's Standard Operating Procedures, established a crime analyst position, redesigned the website, established a public information officer position, and implemented a Citizen's Police Academy.

Education

- ◆ National Sheriff's Institute – Graduate

Cecil Smith
Police Consultant

Cecil Smith was selected to lead the Sanford, Florida, Police Department after serving 25 years with the Elgin Police Department in Elgin, Illinois during one of the most controversial and racially heightened times in law enforcement history (The Trayvon Martin and George Zimmerman incident).

He retired at the rank of Deputy Chief from the Elgin Police Department. It should be noted that prior to his retirement from the Elgin Police Department, Chief Smith was the first and only African American to hold the position of Deputy Chief in the Police Department's 178-year history.

Cecil Smith is an experienced Public Service Administrator with extensive knowledge of policies, special policing needs and quality-of-life issues. Recognized by the DOJ, COPS office, FBI, and other State

organizations, commended for his leadership skills, interpersonal skills, public speaking, and has successfully combined proactive methods of supervision, problem solving, and the ability to motivate officers to exceed objectives, while continuing to maintain the highest standards of law enforcement ethics and professionalism.

Mr. Smith is recognized nationwide for his service and testimony related to progressive policing. Significant engagements include, but are not limited to the following:

- ❖ Provided testimony before President Obama’s Task Force on 21st Century Policing regarding “Building Trust Within Communities of Color”.
- ❖ Served as a panelist for U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office), “Strengthening the Relationship between Law Enforcement and Communities of Color,” in New York City.
- ❖ Sent to Ferguson, Missouri in September of 2014 as part of the Department of Justice Task Force following the shooting of Michael Brown.
- ❖ Consulted on the Tamir White shooting in Cleveland prior to the Consent Decree being awarded.
- ❖ Panelist and participant in meetings hosted by the Office of Community Oriented Policing Services (COPS) with Director Ronald Davis on September 10, 2014, in St. Louis, Missouri.

Education

- ◆ Bachelor of Arts – Criminal Justice, Columbia College of Missouri
- ◆ Northwestern University-School of Staff and Command (Class President)
- ◆ Federal Bureau of Investigation-National Academy

Wendy Stelter Police Consultant

Wendy Stelter is a retired Chief of Police from the Chippewa Falls Police Department in Chippewa Falls, Wisconsin with over 32 years of law enforcement experience. Wendy currently works with a county to review child placement matters for custody of minor children. She also provides management and operational consulting of internal investigations, safety assessments, and backgrounds investigations

Wendy has a broad range of law enforcement experience from patrol to administration. She has extensive administrative experience overseeing an organization’s annual and long-term budget, personnel matters, and public relations. In her last role as Police Chief, she focused on creating a work environment that focused on safety and productivity. Wendy also served as an adjunct professor in a police science program.

EDUCATION

- ◆ Bachelor of Science – Psychology, University of Wisconsin – Menomonie, WI
- ◆ Associate Degree- Criminal Justice, Chippewa Valley Technical College – Eau Claire, WI
- ◆ Federal Bureau of Investigation-National Academy

STAFF ASSIGNMENTS AND ADDITIONAL CONSULTANTS

Our team for this project includes highly qualified law enforcement and human resources consultants with diverse professional backgrounds. Additional consultants from our firm may be called upon to assist based on their subject matter expertise.

All consultants will be dedicated to the project throughout the duration. McGrath Consulting Group, Inc. can access approximately 27 staff members (principals, consultants and support staff) that may be used on any assessment depending on the area of expertise required.

REFERENCES

Our firm specializes in working with mid-sized law enforcement and fire/EMS agencies. The following references are listed and can be contacted. The complete listing of our clients may be viewed on our website at www.mcgrathconsulting.com.

City of Auburn, Washington Police Department Police Department Management Assessment

Project Manager: Candis Martinson, Director of Human Resources & Risk Management

Phone/Email: (253) 288-3141 cmartinson@auburn.wa.gov

A comprehensive assessment related to turnover of law enforcement officers. Recommended and identified steps to mitigate turnover and improve retention. The City of Auburn is a suburb of Seattle, Washington.

Village of Glen Ellyn, Illinois Police Department Police Assessment & Staffing Analysis

Project Manager: Phil Norton, Chief of Police

Phone/Email: (630) 469-1187 pnorton@glenellyn.org

A comprehensive assessment of all operations, scheduling, and staffing, This included individual interviews with all department staff as well as with 35 identified community stakeholders. The Village is a Chicago suburb in DuPage County.

City of Mendota Heights, MN Police Department Comprehensive Department Audit and Internal Culture Review

Project Manager: Mark McNeill, City Administrator

Phone/Email: (651) 255-1153 markm@mendota-heights.com

Comprehensive review of all operations that includes policies, training, staffing, scheduling, fleet, etc. of the agency. This also included to determine the climate and culture of the organization. The recommendations have been accepted by the city, and we continue to consult through the implementation process. The City of Mendota Heights is a first-ring suburb of Minneapolis, Minnesota.

City of Garden City, Kansas Police Department Police Organizational Study

Project Manager: Jennifer Cunningham, Assistant City Manager

Phone/Email: (620) 276-1160 jennifer.cunningham@gardencityks.us

Review of the functions and workflow of the operations of the Garden City Police Department. The assessment included an in-depth analysis of topics including, communication, equipment, leadership, liability, personnel/human resources, role of Department within City organization, staffing/scheduling, technology, and training.



Memorandum

To: Mayor and City Commissioners
From: Nickolaus Hernandez, City Manager
Date: November 15, 2021
Subject: Approval of Purchase of Real Estate (Shelor Trust)
Agenda Item: New Business – Item # 8

Recommendation: Approval of Real Estate Contract for the purchase of 79.5 acres from Shelor Trust for the amount of \$198,750

Background: The City was alerted of a tract of land available for purchase that could be beneficial to the City. An offer was made to purchase the property for \$2,500 an acre and was accepted by the Shelor Trust.

Justification: The property is located directly to the west of the Murfin Property. This 79.5 acres sits between the Expo Center and the future site of Hilmar Cheese, east of Highway 283 and south of US-400. A portion of this area will be utilized for road improvements for the intersection. There is currently 40 acres just NW of this land currently listed on the market for \$1.3 Million or \$32,500 an acre. This property in the future could be used for accessory uses to Hilmar, potential retail area, or even a truck stop. The City will have water on the north end of the property and sewer access is less than ½ mile away.

Financial Considerations: The \$198,750 will come from the Growth and Development Fund

Purpose/Mission:

Ongoing Improvement. Together we value progress, growth and new possibilities by providing and preparing for the community's future

Legal Considerations: Attorney Brad Ralph has reviewed the sales contract

Attachments: Real Estate Contract and Site Map



REAL ESTATE CONTRACT
Land Only

Date: 11/5/21

THIS AGREEMENT, is made and entered into by and between: Shelor Special Needs Trust, "Seller",
and City of Dodge City, "Buyer".

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. **PROPERTY:** The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in Ford County, Kansas, to-wit: S12, T27, R25, ACRES 79.5, NW4 EXC TR W2 BEG 1871.15' S; 40' E OF NW COR SEC; E 2600.43'; S 1086.71'; W 2197.15'; SLY 206.53'; SWLY 415.10'; N 528.29'; E 10'; N 200'; W 10'; N 593.28' TO POB; LESS ROW

2. **PURCHASE PRICE:** The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above-described real property, the sum of: Dollars \$ 198,750.00
in the following manner: at the time of signing this agreement, earnest money in the amount of \$ 0.00
with the balance due at closing of \$ 198,750.00
subject to other payment or financing terms as follows: Cash at closing. Purchase amount determined at \$2500/acre @ 79.5 acres conveyed is \$198,750.00

3. **TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer, at Seller's option, either an abstract or a title insurance company's title binder to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Seller, subject to: Encroachments which would be disclosed by survey, rights-of-way of record, trees, plantings and fences hereon, restrictions and protective covenants of record, provided no forfeiture provisions are contained therein, unmatuured special assessments, zoning laws, ordinances and regulations, rights of tenants in possession; the liens, if any, described therein, and those exceptions which are standard to American Land Title Association's Form B or as specified herein. A copy of the title binder will be furnished to lender, listing broker, and selling broker as promptly as possible. In the event the land is to be used for new construction, the builder/Seller may receive builder discount if any. Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, the Buyer may, at Buyer's option, waive such defect or terminate this contract. If the Buyer elects to terminate, then the earnest money shall be refunded promptly to the Buyer and the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, expenses to bring abstract up to date and title insurance cancellation fees will be paid by Seller; expenses for attorney's fees for examination of abstract will be paid by Buyer all parties shall be released from any further liability hereunder.

Title evidence to be ordered from:
Title evidence to be paid by:
Any Escrow fees shall be paid by:
Buyer requests title company to:

High Plains Title LLC

Buyer Seller or
 Buyer Seller or Split equally
 leave title binder open issue final policy on land

4. Mineral rights will:

pass with the land to the Buyer remain with the Seller

5. Crops planted at the time of sale will:

pass with the land to the Buyer remain with the Seller

6. Water rights will:

pass with the land to the Buyer remain with the Seller

other (please describe) No existing water rights. Any seller owned mineral rights will transfer.

7. There is no leasehold interest or tenant's rights in the subject property except as follows: n/a

8. Land is currently zoned as Ag

SELLER'S INITIALS:

MS
Date 11/9/21
Date



BUYER'S INITIALS:

MS
Date 11/5/21
Date

9. SURVEY: Buyer will acquire will not acquire a survey on the property being purchased, regardless of lender's survey requirements.

10. DEED AND DOCUMENTS FOR CLOSING: In the event a title or abstract company prepares a Deed and Affidavit of No Liens and other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the transaction, shall be shared equally between the Buyer and Seller, but if Lender prohibits Buyer from doing so, Seller shall pay such costs.

11. EARNEST MONEY: The Buyer does hereby deposit with High Plains Title LLC (Company Name) earnest money in the form of n/a and in the amount of \$ 0.00 as a security that the terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business days after Contract is accepted by all parties. Said earnest money shall be applied to the purchase price at closing. In the event this contract fails to close, the earnest money shall be disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Pursuant to Kansas Statute 38-306 (2), the broker can only disburse earnest money 1) pursuant to written authorization of buyer and seller, 2) pursuant to a court order, or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds or documents deposited with the escrow agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent or listing broker.

12. PRORATION OF TAXES AND RESERVES: All taxes and special assessments shall be paid from the proceeds of the sale as herein provided. All ad valorem taxes, the current annual installment of special assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing date, unless otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless the previous year's assessed valuation was based on a lesser improved property, in which case said taxes shall be determined from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent. The Buyer understands that the Buyer is responsible for payment of all ad valorem taxes and special assessments becoming due after the closing date and that Buyer is assuming all unamortized installments of special assessments. Periodic reappraisal, required by law, may result in a change in taxes.

13. The Seller further agrees to convey the above described premises with all the improvements, if any, located thereon and detiver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

14. CLOSING AND POSSESSION: The parties agree that time is of the essence and the parties agree to make final settlement on or before on or before 11/17/21. Seller agrees to give possession as follows: upon closing

15. AGENCY DISCLOSURE: Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.

Listing Broker/Licensee is functioning as: Seller's Agent Designated Seller's Agent (Supervising Broker acts as Transaction Broker), or Transaction Broker

Selling Broker/Licensee is functioning as: Seller's Agent Designated Seller's Agent (Supervising Broker acts as Transaction Broker), or Buyer's Agent Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) or Transaction Broker

SELLER'S INITIALS:

1619 Date 11/9/21



BUYER'S INITIALS:

ca Date 11/10/21

16. REPRESENTATIONS AND RECOMMENDATIONS: It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in Paragraph 20 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to any element to the subject property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract or the performance or non-performance of either of the parties to this Contract. Buyer and Seller agree that broker and broker's agents do not have any expertise in evaluating the environmental condition of the property described in Paragraph 1, and that broker and broker's agents have made no representation concerning environmental condition except as may be noted in Paragraph 20 (Additional Terms and Conditions). Buyer or Seller may retain an environmental inspection firm to inspect the property. Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in Paragraph 20 (Additional Terms and Conditions) if said understood or implied representations are to be effective or enforceable.

17. BROKERAGE FEES: The party handling the closing of this transaction is hereby authorized and directed to collect and disburse the brokerage fees at closing.

18. LIENS: Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises or item of personal property covered by this Contract. Any existing liens upon the premises which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds upon settlement date.

19. AGREEMENT APPROVAL: This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Seller.

20. ADDITIONAL TERMS AND CONDITIONS: Seller has advertising signage on the property conveying 90-acres, which is in error. Buyer & Seller agree the correct amount to be conveyed is 79.6-acres as described in the legal description.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

SELLER: Special Needs Trust by Ron Shelor, Trustee

BUYER: City of Dodge City



Ron Shelor, Trustee
Date 11/9/21

Nickolaus J. Hernandez, City Manager
Date 11-9-2021

Date _____
Address: 14 SW Pepper Tree Ln
Topeka, Ks, 68611
Phone: 785-234-3360
Fax: _____
Tax ID: _____

Date _____
Address: 808 N 2nd Ave
Dodge City, Ks. 67801
Phone: 620-226-8100
Fax: _____
Tax ID: _____

OFFICE USE ONLY

AGENT Brian Delzeit
FIRM Coldwell Banker Hancock PHONE 620-408-8816

AGENT Brian Delzeit
FIRM Coldwell Banker Hancock PHONE 620-408-8816



REAL ESTATE CONTRACT
Land Only

Date: 11/5/21

THIS AGREEMENT, is made and entered into by and between:
Shelor Special Needs Trust

and City of Dodge City

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. PROPERTY: The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in Ford County, Kansas, to-wit: S12, T27, R25, ACRES 79.5, NW4 EXC TR W2 BEG 1571.15' S; 40' E OF NW COR SEC; E 2600.43'; S 1086.71'; W 2197.15'; SLY 208.53'; SWLY 415.16'; N 526.29'; E 10'; N 200'; W 10'; N 593.26' TO POB; LESS ROW

2. PURCHASE PRICE: The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above-described real property, the sum of:

Dollars \$ 198,750.00
in the following manner: at the time of signing this agreement, earnest money in the amount of \$ 0.00
with the balance due at closing of \$ 198,750.00
subject to other payment or financing terms as follows: Cash at closing. Purchase amount determined at \$2500/acre @ 79.5 acres conveyed is \$198,750.00

3. TITLE EVIDENCE: The Seller shall cause to be furnished to Buyer, at Seller's option, either an abstract or a title insurance company's title binder to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Seller, subject to: Encroachments which would be disclosed by survey, rights-of-way of record, trees, plantings and fences hereon, restrictions and protective covenants of record, provided no forfeiture provisions are contained therein, unmaturing special assessments, zoning laws, ordinances and regulations, rights of tenants in possession; the liens, if any, described therein, and those exceptions which are standard to American Land Title Association's Form B or as specified herein. A copy of the title binder will be furnished to lender, listing broker, and selling broker as promptly as possible. In the event the land is to be used for new construction, the builder/Seller may receive builder discount if any. Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, the Buyer may, at Buyer's option, waive such defect or terminate this contract. If the Buyer elects to terminate, then the earnest money shall be refunded promptly to the Buyer and the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, expenses to bring abstract up to date and title insurance cancellation fees will be paid by Seller; expenses for attorney's fees for examination of abstract will be paid by Buyer all parties shall be released from any further liability hereunder.

Title evidence to be ordered from: High Plains Title LLC
Title evidence to be paid by: [] Buyer [X] Seller or
Any Escrow fees shall be paid by: [] Buyer [] Seller or Split equally
Buyer requests title company to: [] leave title binder open [X] issue final policy on land

4. Mineral rights will: [] pass with the land to the Buyer [] remain with the Seller
5. Crops planted at the time of sale will: [] pass with the land to the Buyer [] remain with the Seller
6. Water rights will: [] pass with the land to the Buyer [] remain with the Seller
[X] other (please describe) No existing water rights. Any seller owned mineral rights will transfer.

7. There is no leasehold interest or tenant's rights in the subject property except as follows: n/a

8. Land is currently zoned as Ag

SELLER'S INITIALS:

Date
Date



BUYER'S INITIALS:

WJH Date 11/8/21
Date

9. SURVEY: Buyer will acquire will not acquire a survey on the property being purchased, regardless of lender's survey requirements.

10. DEED AND DOCUMENTS FOR CLOSING: In the event a title or abstract company prepares a Deed and Affidavit of No Liens and other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the transaction, shall be shared equally between the Buyer and Seller, but if Lender prohibits Buyer from doing so, Seller shall pay such costs.

11. EARNEST MONEY: The Buyer does hereby deposit with High Plains Title LLC (Company Name), earnest money in the form of n/a and in the amount of \$ 0.00, as a security that the terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business days after Contract is accepted by all parties. Said earnest money shall be applied to the purchase price at closing. In the event this contract fails to close, the earnest money shall be disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Pursuant to Kansas Statute 58-3061 (g), the broker can only disburse earnest money 1) pursuant to written authorization of buyer and seller, 2) pursuant to a court order, or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds or documents deposited with the escrow agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent or listing broker.

12. PRORATION OF TAXES AND RESERVES: All taxes and special assessments shall be paid from the proceeds of the sale as herein provided. All ad valorem taxes, the current annual installment of special assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing date, unless otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless the previous year's assessed valuation was based on a lesser improved property, in which case said taxes shall be determined from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent. The Buyer understands that the Buyer is responsible for payment of all ad valorem taxes and special assessments becoming due after the closing date and that Buyer is assuming all unmatured installments of special assessments. Periodic reappraisal, required by law, may result in a change in taxes.

13. The Seller further agrees to convey the above described premises with all the improvements, if any, located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

14. CLOSING AND POSSESSION: The parties agree that time is of the essence and the parties agree to make final settlement on or before on or before 11/17/21. Seller agrees to give possession as follows: upon closing

15. AGENCY DISCLOSURE: Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.

Listing Broker/Licensee is functioning as: Seller's Agent
 Designated Seller's Agent (Supervising Broker acts as Transaction Broker), or
 Transaction Broker

Selling Broker/Licensee is functioning as: Seller's Agent
 Designated Seller's Agent (Supervising Broker acts as Transaction Broker), or
 Buyer's Agent
 Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) or
 Transaction Broker

SELLER'S INITIALS:

Date _____

Date _____



BUYER'S INITIALS:
mt Date 11/18/21

Date _____

16. REPRESENTATIONS AND RECOMMENDATIONS: It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in Paragraph 20 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to any element to the subject property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract or the performance or non-performance of either of the parties to this Contract. Buyer and Seller agree that broker and broker's agents do not have any expertise in evaluating the environmental condition of the property described in Paragraph 1, and that broker and broker's agents have made no representation concerning environmental condition except as may be noted in Paragraph 20 (Additional Terms and Conditions). Buyer or Seller may retain an environmental inspection firm to inspect the property. **Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in Paragraph 20 (Additional Terms and Conditions) if said understood or implied representations are to be effective or enforceable.**

17. BROKERAGE FEES: The party handling the closing of this transaction is hereby authorized and directed to collect and disburse the brokerage fees at closing.

18. LIENS: Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises or item of personal property covered by this Contract. Any existing liens upon the premises which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds upon settlement date.

19. AGREEMENT APPROVAL: This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Seller.

20. ADDITIONAL TERMS AND CONDITIONS: Seller has advertising signage on the property conveying 90-acres, which is in error. Buyer & Seller agree the correct amount to be conveyed is 79.5-acres as described in the legal description.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

SELLER:

Shelor Special Needs Trust by Ron Shelor, Trustee

Ron Shelor, Trustee

Date

BUYER:

City of Dodge City

Nickolaus J. Hernandez, City Manager

Date

Date

Date

Address: 14 SW Pepper Tree Ln
Topeka, Ks. 66611

Phone: 785-234-3360

Fax: _____

Tax ID: _____

Address: 806 N 2nd Ave

Dodge City, Ks. 67801

Phone: 620-225-8100

Fax: _____

Tax ID: _____

OFFICE USE ONLY

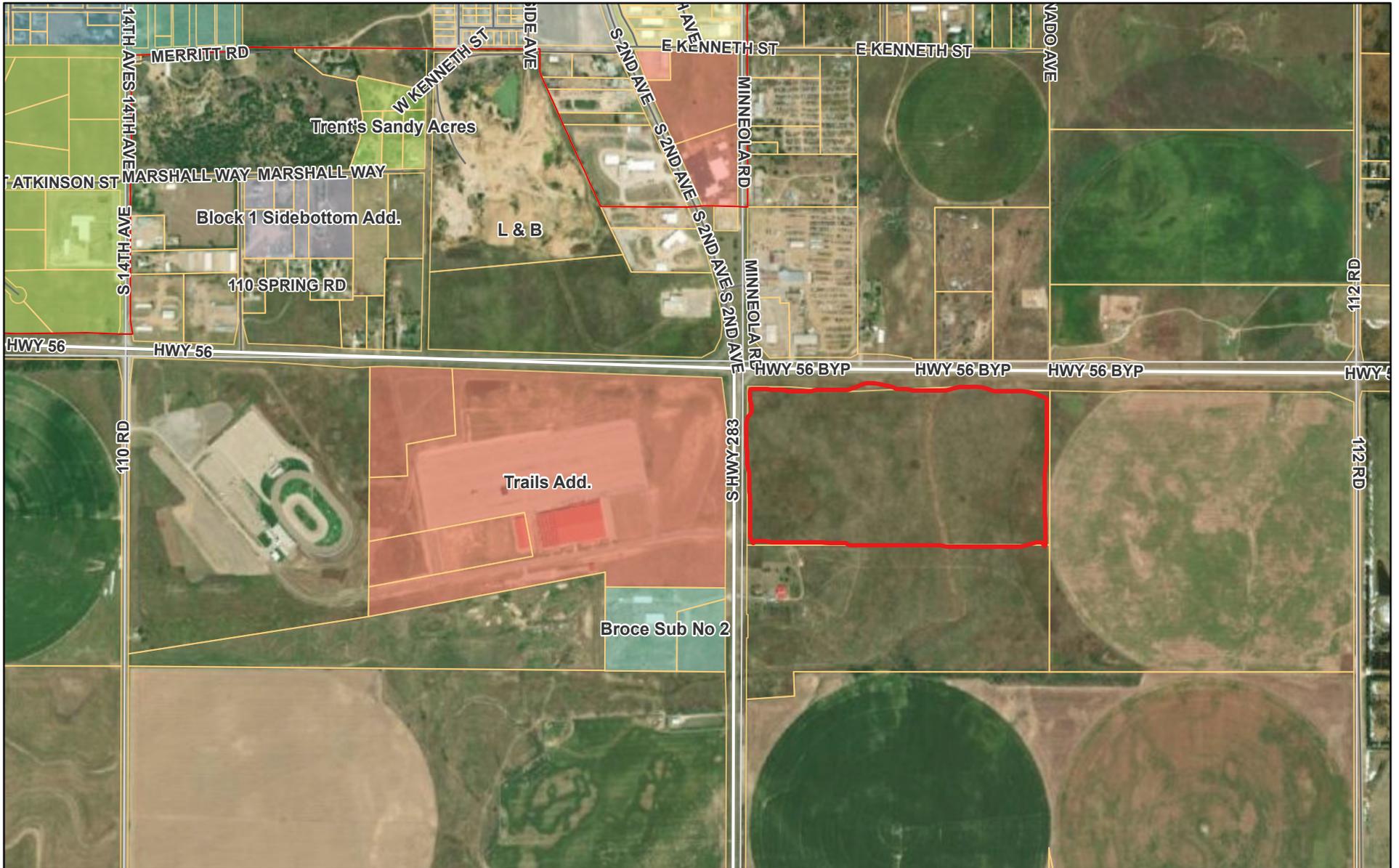
AGENT Brian Delzeit

FIRM Coldwell Banker Hancocks PHONE 620-408-8816

AGENT Brian Delzeit

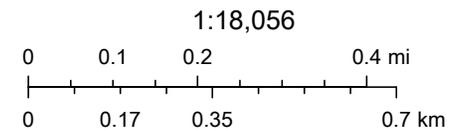
FIRM Coldwell Banker Hancocks PHONE 620-408-8816

ArcGIS Web Map



11/5/2021, 7:53:09 AM

- | | | | |
|--|---|--|---|
| South_Dodge_Subdivisions | Dodge City Business Park #1 | Sun Crest | Broce Sub No 2 |
| Boto | Gladden | Rural_Subdivisions | Trails Add. |
| Broce No.1 | Miller | Block 1 Sidebottom Add. | Trent's Sandy Acres |



Maxar