

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, February 7, 2022

7:00 p.m.

MEETING #5204

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

2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://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** Pastor Corky Spitler of Christ the King Lutheran Church

## **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).

City Loyalty Oath Ceremony - Dodge City Police Department

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, January 18, 2022.
2. Appropriation Ordinance No.3, February 7, 2022.
3. Cereal Malt Beverage License:
  - a. Don Hector, 208 S. 2<sup>nd</sup> Avenue
  - b. Yardley Dodge City, 2524 E. Wyatt Earp Blvd.
4. Approval of Contract for Water Service for 1504 Avenue P.
5. Approval of Contract for Water Service for 1608 Avenue P.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2022-06:** A Resolution Authorizing Signers at Municipal Investment Pool. Report by Finance Director, Nicole May.

**Resolution No. 2022-07:** A Resolution Authorizing Signers at Western State Bank. Report by Finance Director, Nicole May.

**Resolution No. 2022-08:** A Resolution Authorizing the Sale and Conveyance of Lot 3, Fourteenth Avenue and Soule Subdivision, Original town of the City of Dodge City, Kansas to Capital Development, LLC. Report by City Manager, Nick Hernandez.

## **UNFINISHED BUSINESS**

### **NEW BUSINESS**

1. Approval of Bid for Two (2) New Vehicles for Police Department. Report by Director of Administration. Ryan Reid.
2. Approval of Non-Traditional Purchase of Four (4) Police Patrol Vehicles. Report by Police Chief, Drew Francis.
3. Approval of Supplemental Agreement for Inspection Services for 2nd Avenue Bridge & RCB Repairs. Report by Director of Engineering, Ray Slattery.
4. Approval of the 2022 Advisory Board and Commission Appointments. Report by Public Information Officer, Abbey Martin.
5. Approval to Allow City Staff to Solicit Source Bid for Ribbon Board and Audio Video Setup at United Wireless Arena. Report by City Manager, Nick Hernandez & Assistant City Manager/Melissa McCoy.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **ADJOURNMENT**

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Tuesday, January 18, 2022

7:00 p.m.

MEETING #5203

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

2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://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:** Mayor Kent Smoll reported absent, Vice Mayor, Michael Burns, Commissioners Rick Sowers, Chuck Taylor, Joseph Nuci present.

## **INVOCATION by**

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

Vice Mayor Michael Burns made a motion to remove from the consent calendar the cereal malt beverage license application for Taylor's Road House and take action on that item separately from the consent calendar. Commissioner Rick Sowers moved to accept and remove from the consent calendar the cereal malt beverage application for Taylor's Road House. 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).**

Victory Electric Representatives presented the City of Dodge City on behalf of Victory Electric with a Capital Credit Check in the amount of \$66,804. They also gave an update on Victory Electrics behind the scenes. They city has been working with Victory Elenctic on all the new projects going on and they thanked the city for their great working relationship.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, January 4, 2022.
2. Appropriation Ordinance No.2, January 18, 2022.

3. Cereal Malt Beverage License:
  - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
  - b. Taylors Road House, 2305 W. Wyatt Earp Blvd.
4. Approve Change Order #3 for Fairway Dr. Reconstruction.

Commissioner Rick Sowers made a motion to approve the consent calendar minus the Taylor's Road House cereal malt beverage license application. Commissioner Joseph Nuci seconded the motion. The motion carried 3-1 with Commissioner Chuck Taylor not voting.

Commissioner Rick Sowers made a motion to approve the Taylor's Road House cereal malt beverage license application. Commissioner Joseph Nuci seconded the motion. The motion carried 3-0 with Commissioner Chuck Taylor not voting.

#### **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3768:** An Ordinance annexing to the City of Dodge City the described property in accordance with K.S.A. 12-520 and all amendments thereto was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

**Charter Ordinance No. 42:** A Charter Ordinance exempting the City of Dodge City, Kansas from the provisions of K.S.A. 12-1651, et. Seq., providing substitute and additional provisions which relate to the naming of an official city newspaper was approved on a motion by Commissioner Chuck Taylor. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

**Resolution 2022-02:** A Resolution making certain findings and determinations as to the need for housing within the City of Dodge City, Kansas and setting forth the legal description of real property proposed to be designed as a Rural Housing Incentive District within the city was approved on a motion by Commissioner Joseph Nuci. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

**Resolution 2022-03:** A Resolution changing the official signers on an account at the designated depository for city funds, Fidelity State Bank was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

**Resolution 2022-04:** A Resolution changing the official signers on an account at the designated depository for city funds, Landmark National Bank was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

**Resolution 2022-05:** A Resolution changing the official signers on an account at the designated depository for city funds, Bank of the West was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

#### **UNFINISHED BUSINESS**

**NEW BUSINESS**

1. Commissioner Michael Burns moved to approve the 2022 Community Facility Advisory Board Organizational Funding requests in the amount of \$110,000. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.
2. Commissioner Rick Sowers moved to approve the Blue Beacon Addition Plat. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.
3. Commissioner Rick Sowers moved to approve the bid in the amount of \$120,000 from Athco Landscape Structures for the installation of the playset for Chilton Park. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

**OTHER BUSINESS**

**STAFF REPORTS**

**ADJOURNMENT**

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

ATTEST:

\_\_\_\_\_  
Mayor

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

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

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

City or  County of

Dodge City

**SECTION 1 – LICENSE TYPE**

Check One:  New License  Renew License  Special Event Permit

Check One:

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

**SECTION 2 – APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required):

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

Name <u>Jacklyn Acosta</u>	Phone No. <u>620 390 9929</u>	Date of Birth <u>11-11-89</u>
Residence Street Address <u>1607 Lariat Way</u>	City <u>Dodge City</u>	Zip Code <u>KS 67801</u>

**Applicant Spousal Information**

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

**SECTION 3 – LICENSED PREMISE**

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Don Hector</u>	Name
Business Location Address <u>208 S. 2nd Avenue</u>	Address
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620 430 2313</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Hector Acosta</u>	

**SECTION 4 – APPLICANT QUALIFICATION**

I am a U.S. Citizen  Yes  No

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

I have resided within the state of Kansas for 25 years.

I am at least 21 years old.  Yes  No

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

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

Yes Have  No Have Not

My spouse has previously held a CMB license.  Yes  No

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

**PARTNERSHIP, FIRM OR ASSOCIATION  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**  
(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

<b>SECTION 1 – LICENSE TYPE</b>	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

<b>SECTION 2 – APPLICANT INFORMATION</b>	
Kansas Sales Tax Registration Number (required): <u>004-853223838F-01</u>	
Name of Partnership/Firm/Association <u>Yardley Dodge City, LLC</u>	Phone No. <u>620 338 8888</u>
Place of Business Street Address <u>2524 E Wyatt Earp Blvd</u>	City <u>Dodge City</u> Zip Code <u>67801</u>

<b>SECTION 3 – LICENSED PREMISE</b>	
Licensed Premise (Business Location)	
DBA Name <u>Yardley Dodge City</u>	Name <u>Yardley Dodge City</u>
Business Location Address <u>2524 E Wyatt Earp Blvd</u>	Address <u>PO Box 2210</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Beaver</u> State <u>UT</u> Zip <u>84713</u>
Business Phone No. <u>620 338 8888</u>	<input checked="" type="checkbox"/> I own the proposed business location.
Business Location Owner Name(s) <u>Mark Yardley</u>	<input type="checkbox"/> I do not own the proposed business location.

<b>SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION</b>		
List each partner or member of a firm/association and their spouse, if applicable. Attach additional pages if necessary.		
Partner/Member Name <u>Mark J Yardley</u>	Title <u>owner</u>	Date of Birth <u>2/18/62</u>
Residence Street Address <u>9 W Riverside Lane</u>	City <u>Beaver</u> State <u>UT</u>	Zip Code <u>84713</u>
Spouse Name <u>Katy M Yardley</u>	Title <u>owners wife</u>	Date of Birth <u>9/11/70</u>
Residence Street Address <u>9 W Riverside Lane</u>	City <u>Beaver</u> State <u>UT</u>	Zip Code <u>84713</u>
Partner/Member Name	Title	Date of Birth
Residence Street Address	City State	Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City State	Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City State	Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City State	Zip Code



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Corey Keller Public Works Director  
**Date:** February 4, 2022  
**Subject:** Contract for Water Service for Dennis and Rosa Boyles 1504 Ave. P  
**Agenda Item:** Consent Calendar

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**Recommendation:** Approve Contract for Water Service.

**Background:** The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. Mr. and Mrs. Boyles are planning to construct a building at this location for his personal use. He is wanting the building to have a bathroom facility and wants to have City water instead of his own well. He is requesting a domestic service from the City's line on the west side of Ave. P.

**Justification:** By allowing these connections, the Residents/Businesses/Property Owners have access to a potable water supply when their private well becomes non-operational, has other issues, like contaminations, or they just want a secure water supply. The connection provides a safe supply of potable water for the Resident/Business/Property Owner.

**Financial Considerations:** The cost for the installation of the service, and meter will be paid for by the property owner. The property owner will also be responsible for the fees to file the Water Contract with the Register of Deed's Office.

**Purpose/Mission:** This project aligns with the City's Core Value of "Safety". Together we endeavor to provide a safe potable water supply for the Residents/Businesses/Property Owners around Dodge City.

**Legal Considerations:** None

**Attachments:** Contract for Water Service

## AGREEMENT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and Dennis Boyles and Rosa Boyles, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

Lot Four (4) Jean Bone #2 Subdivision, in Government Lots 4 and 9, Section 30,  
Township 26 south, Range 24 West of the Sixth Principal Meridian, Ford County Kansas

More commonly known as 1504 Ave P; hereinafter referred to as "the premises".

WHEREAS, at the present time the premises are located outside the corporation limits of the City,  
and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:  
The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City's present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City's public water system at such point or location. Should the City elect not the extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

## Contract for Water Service

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The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$ 2050.00 which amount may be increased due to unforeseen circumstances or decreased due to actually costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

**All tapping, meter and service line installation fees, along with filing fees shall be paid once installation is complete and prior to water service being turned on.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

### SPECIAL CONDITIONS:

No Special Conditions are required for this installation.

**Contract for Water Service**

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By *Dennis Bayles* (Owner Signature)      *Rosa Bayles* (Owner Signature)  
Dennis Bayles (Printed Owner Name)      Rosa Bayles (Printed Owner Name)

DATED this 2<sup>th</sup> day of February, 2022.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 2<sup>th</sup> day of February, A.D. 2022 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dennis Bayles

Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

*Shelly D. Mesa*  
Notary Public

My Appointment Expires:



**Contract for Water Service**

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THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS  
A Municipal Corporation

By \_\_\_\_\_  
E. Kent Smoll, Mayor

ATTEST:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **E. Kent Smoll**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Corey Keller Public Works Director  
**Date:** February 4, 2022  
**Subject:** Contract for Water Service for James Phillips 1608 Ave. P  
**Agenda Item:** Consent Calendar

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**Recommendation:** Approve Contract for Water Service.

**Background:** The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. Mr. Phillips is planning to construct a building at this location for his personal use. He is wanting the building to have a bathroom facility and wants to have City water instead of his own well. He is requesting a domestic service from the City's line on the west side of Ave. P.

**Justification:** By allowing these connections, the Residents/Businesses/Property Owners have access to a potable water supply when their private well becomes non-operational, has other issues, like contaminations, or they just want a secure water supply. The connection provides a safe supply of potable water for the Resident/Business/Property Owner.

**Financial Considerations:** The cost for the installation of the service, and meter will be paid for by the property owner. The property owner will also be responsible for the fees to file the Water Contract with the Register of Deed's Office.

**Purpose/Mission:** This project aligns with the City's Core Value of "Safety". Together we endeavor to provide a safe potable water supply for the Residents/Businesses/Property Owners around Dodge City.

**Legal Considerations:** None

**Attachments:** Contract for Water Service

## AGREEMENT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as “City” and Phillips Realty LLC, hereinafter referred to as “Owner(s)”, and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

Lot Two (2) Jean Bone #2 Subdivision In Government Lots 4 and 9, Section 30, Township 26 south, Range 24 West pf the Sixth Principle Meridian, Ford County, Kansas

More commonly known as 1608 Ave P; hereinafter referred to as “the premises”.

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City’s present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City’s public water system at such point or location. Should the City elect not the extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

## Contract for Water Service

Page 2

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$           \$2050.00           which amount may be increased due to unforeseen circumstances or decreased due to actually costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

**All tapping, meter and service line installation fees, along with filing fees shall be paid once installation is complete and prior to water service being turned on.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

### SPECIAL CONDITIONS:

No Special Conditions are required for this installation.

**Contract for Water Service**

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By \_\_\_\_\_  
(Owner Signature) \_\_\_\_\_  
*Jammie Phillips*  
(Printed Owner Name) \_\_\_\_\_  
(Owner Signature) \_\_\_\_\_  
(Printed Owner Name) \_\_\_\_\_

DATED this 4<sup>th</sup> day of February, 2022.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 4<sup>th</sup> day of February, A.D. 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Jammie Phillips  
Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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



*Giselle Casas*  
\_\_\_\_\_  
Notary Public

My Appointment Expires:

**Contract for Water Service**

Page 3

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS  
A Municipal Corporation

By \_\_\_\_\_  
E. Kent Smoll, Mayor

ATTEST:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **E. Kent Smoll**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nicole May, Finance Director

**Date:** February 2, 2022

**Subject:** Resolutions 2022-06 and 2022-07

**Agenda Item:** Ordinances and Resolutions

---

**Recommendation:** I recommend the approval of Resolutions No. 2022-06 and 2022-07.

**Background:** The City currently uses Western State Bank and Kansas Municipal Investment Pool as depositories. We have renewed the signature cards for the City's accounts at these banks to delete Jennie Keller and add Hope Williams. The resolutions authorize Western State Bank and Kansas Municipal Investment Pool as depositories.

**Justification:** It is required by the banks to have City Commission authorization via a Resolution of the City to add names to and reiterate the names currently authorized to sign on the accounts.

**Financial Considerations:** None

**Purpose/Mission:** To promote open communications, honesty and integrity.

**Legal Considerations:** None

**Attachments:** Resolutions 2022-06 and 2022-07

**STATE OF KANSAS  
MUNICIPAL INVESTMENT POOL**

**Resolution 2022-06**

WHEREAS, the undersigned is a municipality (the "Depositor"), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the "PMIB"), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the 1996 Session Laws of Kansas, and amendments thereto

NOW THEREFORE, be it resolved as follows:

1. The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor's taxpayer identification number assigned by the Internal Revenue Service is 486008416.

2. The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

Name (print or type) Nicole May	Name (print or type) Hope Williams
Signature	Signature
Title Finance Director	Title City Treasurer
Name (print or type)	Name (print or type)
Signature	Signature
Title	Title

**3. Depositor Contact:**

Name (print or type) Nicole May	Email nicolem@dodgecity.org
Title Finance Director	Phone 620-225-8100
Street Address 806 N. Second Ave	Fax 620-225-8144
City Dodge City	State Kansas
	ZIP 67801

4. This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Depositor and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on same.

This resolution is hereby introduced and adopted by the Depositor at its regular/special meeting held on February 7, 2022 (date).

Municipality Name (print or type) City of Dodge City

Name (print or type) Kent Smoll

Signature

Title Mayor

Date February 7, 2022

Attest:

Name (print or type) Connie Marquez

Signature

Title City Clerk

Date February 7, 2022

**Note: Original signatures are required.**

**Resolution No. 2022-07**

**A Resolution Authorizing Signers at Western State Bank**

BE IT RESOLVED that the City of Dodge City authorizes the following individuals named below:

Nicole May, Finance Director  
Hope Williams, City Treasurer

to: (1) establish with Western State Bank (the “Bank”) one or more deposit accounts; (2) open one or more additional deposit account(s) at a future date; (3) to sign the transactions as a representative of the City of Dodge; (4) contract for such other banking services as any Authorized Representative deems necessary or appropriate to manage this organization’s deposit accounts.

BE IT FURTHER RESOLVED that each transaction will have two signatures.

BE IT FURTHER RESOLVED that this resolution shall continue to have effect until express written notice of its rescission or modification has been received by the Western State Bank, Dodge City, Kansas.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

**DATED this 7th day of February, 2022.**

---

Kent Smoll, Mayor

ATTEST:

---

Connie Marquez, City Clerk



# Memorandum

**To:** Mayor and City Commissioners  
**From:** Nick Hernandez, City Manager  
**Date:** February 7, 2022  
**Subject:** Approval of Real Estate Sale  
**Agenda Item:** Resolution No. 2022-08

---

**Recommendation:** Staff recommends the sale of Lot 3, 14<sup>th</sup> and Soule, Dodge City, Kansas to Capital Development LLC in the amount of \$60,000.

**Background:**

This property was negotiated between the City and Mr. Marbeouf on March 4, 2019 with the intention of being a service and or retail property. Mr. Marbeouf intends to construct a Midas Center Service Shop on the property within the next year. There is a non-compete clause for other vehicle servicing companies for a period of ten years. Attached you will find the sales agreement and conceptals for the project.

**Justification:**

The site is considered a secondary site from a retail perspective since it does not face a major arterial, this diminishes the value of the property slightly and limits the types of businesses willing to locate on such designated sites.

**Financial Considerations:**

The City would receive \$60,000 from the sale of the property and will collect both property taxes and retail taxes which will be utilized to help pay off the Star Bond District improvements.

**Purpose/Mission:**

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

**Legal Considerations:** City Attorney Brad Ralph has reviewed and approved the resolution. The Sale Contract is of standard form utilized within the State of Kansas and was prepared by Mr. Delzeit for the benefit of the purchaser and City.

**Resolution No. 2022-08**

**A RESOLUTION AUTHORIZING THE SALE AND CONVEYANCE OF LOT 3, 14<sup>TH</sup> AVENUE AND SOULE SUBDIVISION, ORIGINAL TOWN OF THE CITY OF DODGE CITY, KANSAS FROM THE CITY OF DODGE CITY, KANSAS TO CAPITAL DEVELOPMENT, LLC. OR ITS DESIGNEE**

WHEREAS, the City of Dodge City is the title owner of the following described real estate located in Ford County, Kansas described as follows:

Lot Three (3) 14<sup>th</sup> & Soule Subdivision Original Town of the City of Dodge City, Kansas, according to recorded Plat thereof; and,

WHEREAS, the City has determined that said premises are no longer needed for city or municipal purposes and that it would be in the best interest of the City to convey said property to Capital Development, LLC.; and,

WHEREAS, Capital Development Inc. has submitted a proposal to purchase the premises from the City for the sum of \$60,000.00 to be used as a location for future development; and,

WHEREAS, the City has approved and accepted the bid of Capital Development, LLC. for the purchase of the property in the amount of \$60,000.

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

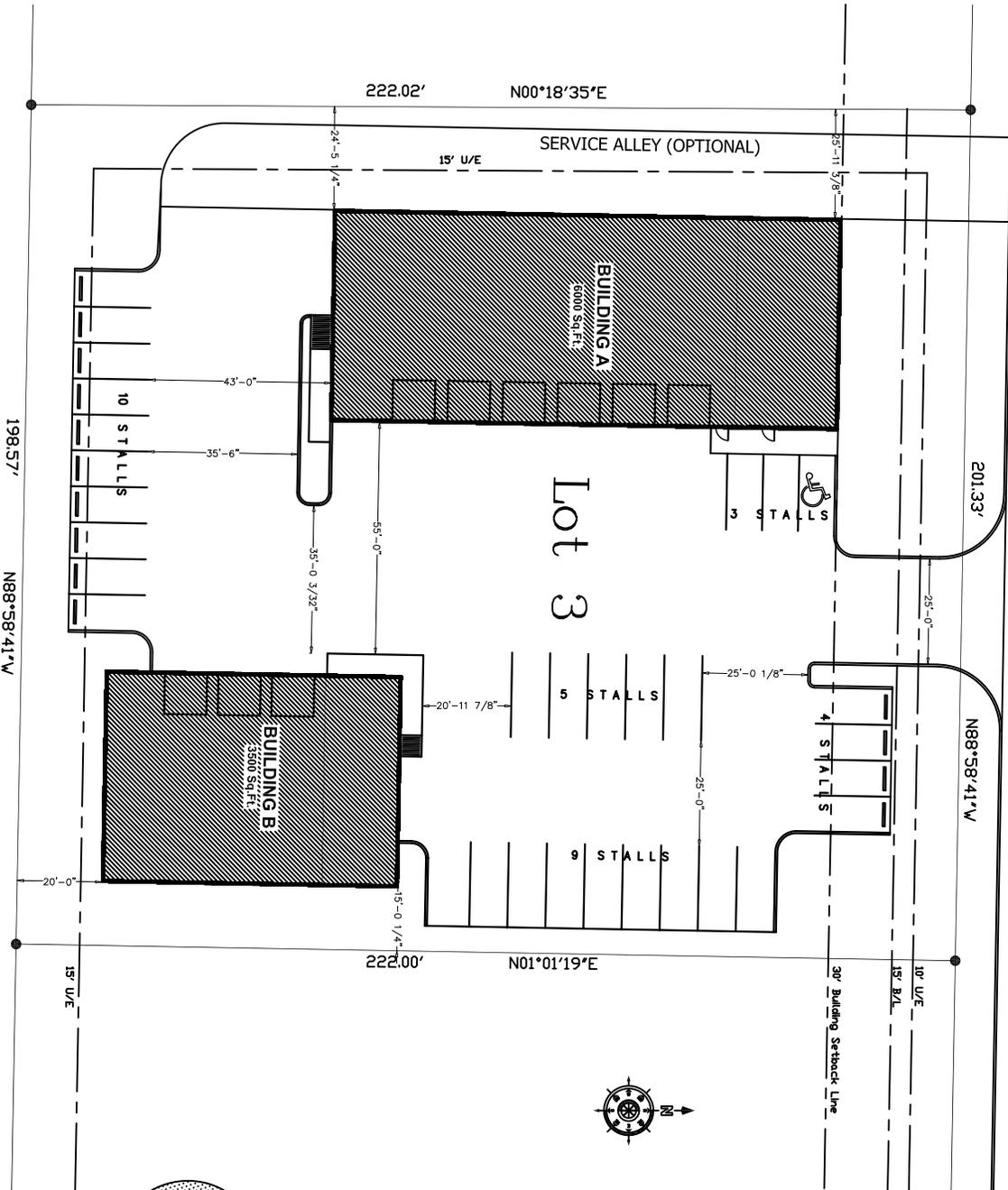
That the City of Dodge City, Kansas, does hereby sell, transfer, and convey the above described premises to Capitol Development, LLC., and that the Mayor and Clerk be authorized and directed to execute the deed and other documents necessary to complete said sale.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, THIS 7<sup>TH</sup> DAY of FEBRUARY 2022.

Attest:

\_\_\_\_\_  
Mayor

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



1509 SOULE STREET  
 LOT 3 14th & Soule Subdivision  
 DODGE CITY, KANSAS

M.R. BUILDER, LLC  
 200 WEST BEESON RD. 620-338-8830  
 DODGE CITY, KANSAS 67801

THIS DRAWING AND ALL  
 RELATED DOCUMENTS  
 ARE PROTECTED BY  
 COPYRIGHT INFRINGEMENT  
 AND SHALL NOT BE  
 USED OR REPRODUCED  
 WITHOUT WRITTEN  
 PERMISSION

REAL ESTATE CONTRACT  
Land Only

Date: 01/21/2022

THIS AGREEMENT, is made and entered into by and between:

City of Dodge City, Kansas "Seller",  
and Capital Development LLC "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: 1509 Soule St  
Dodge City Ks 67801  
Lot 3, 14th & Soule Subdivision

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:  
Sixty Thousand Dollars..... \$ 60,000.00  
in the following manner: at the time of signing this agreement, earnest money in the amount of..... \$ 2,500.00  
with the balance due at closing of ..... \$ 57,500.00

subject to other payment or financing terms as follows:  
Cash at closing

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 ( ) Seller or Split equally  
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  
( ) other (please describe) \_\_\_\_\_

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 Commercial

SELLER'S INITIALS:  
\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

BUYER'S INITIALS:  
\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

9. SURVEY: Buyer ( ) will acquire (X) 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 check and in the amount of \$ 2,500.00, 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 un-matured 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 accepted.

14. CLOSING AND POSSESSION: The parties agree that time is of the essence and the parties agree to make final settlement on or before 02/15/2022. 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  
(X) Designated Seller's Agent (Supervising Broker acts as Transaction Broker), or  
( ) Transaction Broker

Selling Broker/Licensee is functioning as: ( ) Seller's Agent  
(X) 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  
\_\_\_\_\_

BUYER'S INITIALS:

\_\_\_\_\_  
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:

- A. During the 10-year period extending past this closing date, Seller may not approve for purchase in the existing Star Bonds Power Center described in Exhibit A, another like competing vehicle service company without permission from the then property owner as described in Paragraph 1.
- B. Letter of Intent dated March 4, 2019 described in Exhibit B, between the City of Dodge City as seller and Ric Marboeuf & Leon Frazier as buyer is an integral part of this contract.

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

SELLER:

BUYER:

Kent Smoll, Mayor Date

Humbert Richardson Marboeuf, Member Date

Nickolaus J Hernandez, City Manager Date

\_\_\_\_\_ Date

Address: PO Box 880

Address: 200 W Beeson Ste A Dodge City, Ks

Phone: 620-225-8100

Phone: 620-338-8830

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Tax ID: \_\_\_\_\_

OFFICE USE ONLY

AGENT BRIAN DELZEIT  
FIRM COLDWELL BANKER HANCOCKS PHONE 620-227-2129

AGENT BRIAN DELZEIT  
FIRM COLDWELL BANKER HANCOCKS PHONE 620-227-2129

EXHIBIT A

**Power Center Area Legal Description**

A tract of land located in the east ½ of Section 22, and the west ½ of Section 23, Township 26 south, range 25 west of the 6<sup>th</sup> principle meridian Ford County, Kansas for the uses of STAR Bond and described as follows: beginning at the southeast corner of Lot 1 of the Fourteenth and Soule Subdivision said point also being on the west right of way line of Fourteenth Ave and on the South line of the northeast quarter of Section 22; thence west along said south line to a point on said line intersecting the extension of the west line of the Fourteenth and Soule Subdivision Unit Two; thence north along said west line and extension thereof to the western most northwest corner of the Fourteenth and Soule Subdivision Unit Two; thence northeasterly to the northern most northwest corner of the Fourteenth and Soule Subdivision Unit Two; thence east along the north line of the Fourteenth and Soule Subdivision Unit Two to the northeast corner thereof also being on the west right of way line of Fourteenth Avenue; thence north along said west right of way line to a point directly across from and perpendicular to a point on the east right of way of Fourteenth Avenue that intersects the extension of the south right of way line of Speirs Street to Northern Street to Manor Drive; thence east to the east right of way line of Fourteenth Avenue and the intersection of the extension of the south right of way line of Spiers Street to Northern Street to Manor Drive; thence easterly and southerly along said south right of way line and extension thereof to the northerly right of way line of Soule Street; thence westerly along said north right of way line to the southeast corner of Lot 1 Block 1 of the Replat of Rostine Hills; thence northerly and westerly along the eastern boundary of the Replat of Rostine Hills to the east right of way line of Fourteenth Avenue; thence south along said east right of way line to the northwest corner of Lot 2, Block 3 Rostine Hills Addition; thence east along the north line of said Lot 2 to the west right of way line of Thirteenth Avenue; thence south along said west right of way line to the southeast corner of Lot 3, Block 3, Rostine Hills Addition; thence west along the south line of said Lot 3 to the east right of way line of Fourteenth Avenue; thence south along said east right of way line to the northwest corner of Lot 1, Green Hills O'Ford No. 2; thence east along the north line of said Lot 1 to the northeast corner thereof; thence south along the east line of said Lot 1 to the southeast corner thereof; thence west along the south line of said Lot 1 and extension thereof to the west right of way line of Fourteenth Avenue; thence north along said west right of way line to the point of beginning.

EXHIBIT B

City of  
Dodge City



CITY HALL  
P.O. Box 880  
Dodge City, KS 67801-0880  
Phone: 620/225-8100  
FAX: 620/225-8144  
TTY: 620/225-8115  
www.dodgecity.org

March 4, 2019

Letter of Intent to Sell

Re: Lot 3, 14<sup>th</sup> and Soule Subdivision, Dodge City, Ford County, Kansas

Seller: City of Dodge City

Buyer: Ric Marboeuf and Leon Frazier

This is to inform the Buyer the City of Dodge City's intent to sell the above described property under the following guidelines with a form Purchase Contract to follow:

Sale Price: \$60,000

Escrow: \$2,500 shall be placed in escrow.

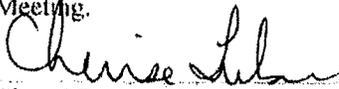
Buyer will offer this site as a turn-key build to suit site to potential retail/service tenants or operators or develop the site with a retail/service business. Because it is in the Power Center Area STAR Bond district, it is the City's preference that it be retail.

If another developer should approach the City about purchasing the same lot and they have a development plan in place, the Buyer will have 30 days to present their development plan that shall take no longer than 90 days to begin construction. If the Developer fails to move forward after the 120 day period, the City may retain the Escrow funds and may pursue other Developers.

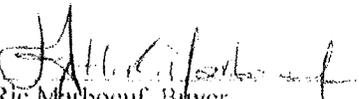
The Buyer will not request any subsequent Star Bond funds from the City to facilitate the process.

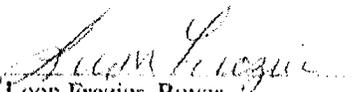
The Buyer will proceed with developing a plan and once that plan is presented to the City and agreed upon, both parties will proceed with closing the property. The final Purchase Contract shall be drafted by the City of Dodge City subject to the approval of the Buyer.

This Intent to Sell was presented and approved at the February 18, 2019 City Commission Meeting.

  
City of Dodge City, Owner

3-14-19  
Date

  
Ric Marboeuf, Buyer

  
Leon Frazier, Buyer

3-14-19  
Date



Dodge City GIS

Find address or place



-100.031 37.774 Degrees

200ft

14th AND SOULE  
SUB. UNIT TWO.

LOT 1

LOT 3

14th AND  
SOULE SUB.

LOT 2

LOT 1

LOT 4

LOT 3

LOT 2

GREEN HILLS  
D #2

1

4

3

2

5

3





# Memorandum

**To:** City Commission  
**From:** Ryan Reid, Director of Administration  
**Date:** 2022 02 01  
**Subject:** Two (2) New Vehicles for Detectives  
**Agenda Item:** New Business

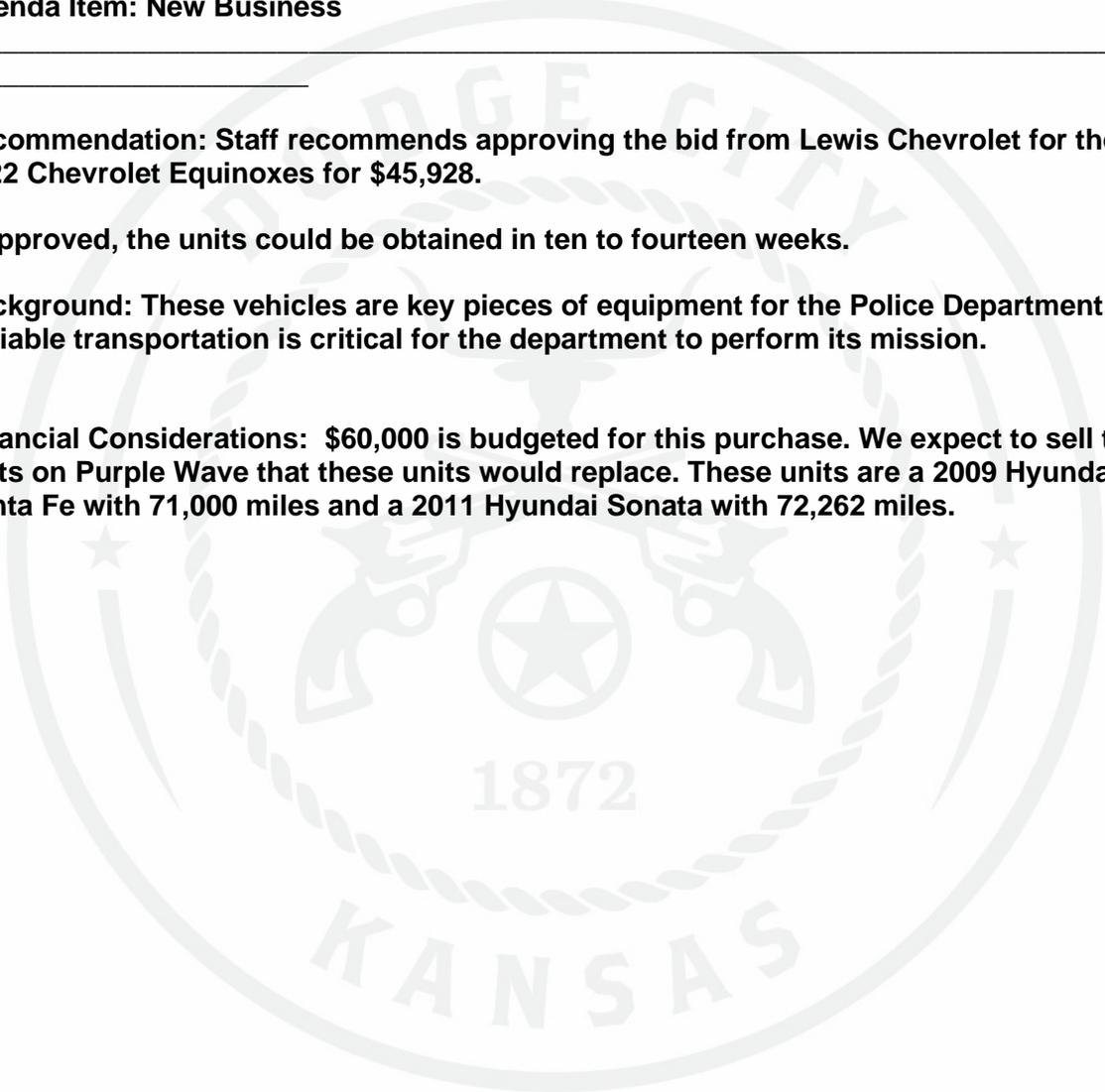
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**Recommendation:** Staff recommends approving the bid from Lewis Chevrolet for the two 2022 Chevrolet Equinoxes for \$45,928.

If approved, the units could be obtained in ten to fourteen weeks.

**Background:** These vehicles are key pieces of equipment for the Police Department. Reliable transportation is critical for the department to perform its mission.

**Financial Considerations:** \$60,000 is budgeted for this purchase. We expect to sell two units on Purple Wave that these units would replace. These units are a 2009 Hyundai Santa Fe with 71,000 miles and a 2011 Hyundai Sonata with 72,262 miles.



Bid Tab

(2) Police Detective Vehicles

<u>Bidder</u>	<u>Quant</u>	<u>Total \$</u>	<u>Notes</u>
G&G	2021 Tucson used plus 2022 Tucson (new)	\$62,783	
Lewis Chevrolet	2022 Equinox (2)	\$45,928.00	Available in 10-14 weeks-Staff Recommendation
Lopp Motors	2022 Dodge Chargers (RWD) (2)	\$ 62,146.00	Available in 8-25 weeks
Lopp Motors	2022 Chargers (AWD) (2)	\$ 70,348.00	Available in 8-25 weeks



2022 Chevrolet Equinox



# Memorandum

**To:** City Commission, City Manager

**From:** Drew Francis, Police Chief

**Date:** 2/3/2022

**Subject:** Approval for non-traditional purchase of (4) Police Patrol Vehicles

**Agenda Item:**

---

**Recommendation:**

Purchase (4) New 2021 Ford Explorer Police Interceptors (SUV) from existing stock and ready for immediate upfitting with 10 days per vehicle turnout, from a non-local upfitter vs. a local dealership. \$49,918.57 each / \$199,674.28 total.

**Background:**

Staff has researched the current options for fleet replacement due to the supply chain interruptions and lasting shortage in the vehicle market. All car companies are reporting they are struggling to make good on existing orders and are unsure of new orders potential delivery dates. Under normal circumstances our vehicles typically take over 6 months from time of order to delivery. Currently no manufacturer can promise delivery anytime before the fall at best, if at all this year. Some reports don't have them even being built in 2022.

**Justification:**

With no reliable manufacturer/dealership options for ordering the preferred police package SUVs, staff has looked to existing new in-stock options from other non-traditional sources such as TCS Upfitters out of Wichita, Ks and John Jones Upfitters in Salem, IN. DCPD runs a very tight fleet. We have (5) vehicles out of service (DEADLINED) currently, with a 6<sup>th</sup> one acting up. Repair costs exceed recommendation given the age and mileage.

**Financial Considerations:**

TCS upfitters – New '21 Ford Explorer SUV PI - \$49,918.57 each (In-stock & available now)

John Jones Upfitters – '21 Dodge Durango SUV \$53,003 each (In-stock & available now) Plus delivery costs from Salem, IN.

Lopp Motors – '22 Dodge Durango SUV - \$46,377 each (Unk delivery / orders could be canceled)

Lopp Motors – '22 Dodge 1500 SSV Pickup - \$49,320 each (Not as functional for city police work/ Unk delivery / orders could be canceled)

Capital Equipment Program Outline has budgeted (4) vehicles replaced in year 2022 at \$41,500 ea/\$166,000 total. The budget estimation is \$33,674.28 under budgeted if the TCS quote is pursued.

**Purpose/Mission:**

Uniformed police officers use these vehicles to perform their duties. The patrol fleet must be maintained within a reasonable service life to be reliable in the public safety service.

**Legal Considerations:**

**Attachments:**

- Vehicle bid spreadsheet
- Vehicle replacements/decommissioned spreadsheet

Veh #	Year	Make	Model	Mileage	Last date	Year acq'd	New/Used	Purchase Price	Anticipated replacement date	Est Rplcmt cost
			2022 Detective Vehicle *New #2			2022	New		2032	
			2022 Detective Vehicle *New #1			2022	New		2031	
			2022 Detective Vehicle #10	2197	12/3/21	2021	New		2030	\$37,000.00
			2021 Detective Vehicle #9	1,785	12/3/21	2021	New		2029	\$36,000.00
			2020 Detective Vehicle #8	5,845	12/3/21	2020	New		2028	\$35,000.00
			2019 Detective Vehicle #7	37,355	12/3/21	2019	New		2026	\$33,000.00
			2018 Detective Vehicle #6	16,360	12/3/21	2018	New		2027	\$34,000.00
			2016 Detective Vehicle #4	30,135	12/3/21	2016	New		2025	\$32,000.00
			2016 Detective Vehicle #5	45,887	12/3/21	2017	Used		2024	\$31,000.00
			2012 Detective Vehicle #3	47,007	12/8/21	2013	Used		2023	\$31,000.00
			2011 Detective Vehicle #2	71,274	12/8/21	2014	Used		2022	\$30,000.00
			2009 Detective Vehicle #1	71,726	12/3/21		Used		2022	\$30,000.00
357	2012	Chevy	Tahoe	142,976	12/3/21	2011	New		2022	\$43,500.00
359	2012	Chevy	Tahoe	140,000	12/3/21	2011	New		2022	\$43,500.00
361	2012	Chevy	Tahoe	131,000	12/3/21	2011	New		2022	\$43,500.00
364	2014	Ford	Explorer	150,000	12/3/21	2013	New		2022	\$44,500.00
366	2014	Ford	Explorer	182,000	12/3/21	2013	New		2022	\$43,500.00
367	2016	Ford	Explorer	129,000	12/3/21	2015	New		2023	\$44,500.00
368	2016	Ford	Explorer	130,000	12/3/21	2015	New		2022	\$44,500.00
370	2017	Ford	Explorer	146,000	12/3/21	2016	New		2023	\$44,500.00
371	2019	Ford	Explorer	78,000	12/3/21	2018	New		2023	\$44,500.00
372	2019	Ford	Explorer	95,000	12/3/21	2018	New		2023	\$45,500.00
373	2020	Dodge	Durango	76,000	12/3/21	2019	New		2024	\$45,500.00
374	2020	Dodge	Durango	69,000	12/3/21	2019	New		2024	\$45,500.00
375	2021	Dodge	Durango	9,300	12/3/21	2021	New		2024	\$45,500.00
376	2021	Dodge	Durango	12,000	12/3/21	2021	New		2024	\$46,500.00
377	2021	Dodge	Durango	14,000	12/3/21	2021	New		2025	\$46,500.00
378	2021	Dodge	Durango	3,000	12/3/21	2021	New		2025	\$46,500.00
379	2021	Dodge	Durango	3,000	12/3/21	2021	New		2025	\$46,500.00
380	2021	Dodge	Durango	300	12/3/21	2021	New		2025	\$47,500.00
330	2007	Ford	F250 Cargovan	108,569	12/3/21				2024	\$52,000.00
342	2007	Chevy	Express 250 Van	172,908	12/3/21				2025	\$52,000.00
			2007 Wells Car Enclosed Trailer	~ ~					None	\$10,000.00

## Vehicle bid | COMPETITOR DEMOGRAPHICS

Enter Competitor Analysis >>

COMPETITOR NAME	Vehicle offering	quantity	upfitting available	Column1	graphics	inventory available	timeframe	total cost per vehicle	NOTES
TCS Upfitting	2021 Ford Explorer	6	yes		available 950 a vehicle	6	10 days per vehicle	\$49,918.57	lifetime warranty on work.
Lopp Motors	1500 SSV pickup	unknown / must order	yes		available 950 a vehicle	0	unknown	\$49,320.00	Unknown delivery date or production
John Jones Salem IN	2021 Durango	6	yes		available / included in upfitting	12	in stock as of 01/13	\$53,003	Delivery cost unknown at this time.
GM (LOCAL and out of town)	0	0				orders cancelled by factory	none		
Current order									
Lopp Motors	2022 Durango	2	yes		available	0	unknown	\$46,377.00	Vehicles were ordered in December

Contacted GM Fleet sales who directed me to 3 dealerships. All with 0 inventory. They also stated they do not have an ETA on production of fleet vehicles. During contact with John Jones they stated that 2022 Dodge Models have already had orders cancelled from the factory. Production of fleet vehicles isn't expected until April 2022 at the earliest. If retail orders We have 2 2022 Durangos currently on order with a deadline of May 1st. Due to the current production delays and supply / demand issues I do not believe that that order can be fulfilled in the timeframe



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** February 7, 2022  
**Subject:** Approval of Supplemental Agreement for Inspection Services for 2<sup>nd</sup> Avenue Bridge & RCB Repairs, ST 2004  
**Agenda Item:** New Business

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**Recommendation:** Approve the Supplemental Agreement with PEC for Inspection Services for the 2<sup>nd</sup> Ave. Bridge & RCB Repairs in an amount not to exceed \$179,957.38.

**Background:** In July of 2019 the City received the results of the Biennial Bridge Inspections. As a result of this inspection, it was determined the 2nd Ave. Bridge over the Arkansas River had several items in need of repair. Exposed steel was also documented on two RCB bridges located in the City.

In March of 2020, the Commission approved the design of the repairs to the 2<sup>nd</sup> Ave. Bridge., the RCB on 14<sup>th</sup> Ave. (north of the river), and the RCB at the Ave. D & Wyatt Earp Blvd. intersection.

The design included but was not limited to:

- Develop plans and specifications for the repair of the following items on the 2<sup>nd</sup> Ave. Bridge over the Arkansas River;
  - Expansion joints at Abutment 1 and Pier 3.
  - Rusted bearing of Substructure at Abutment 1 and Pier 3.
  - Delamination of pile cap at Abutment 1 and Pier 3.
  - Rust of Superstructure
  - Explore the possibility of replacing existing Chain-Link pedestrian fence with a decorative fence.
- Develop plans and specifications to remove rust and grout exposed steel of 2 RCB bridge structures located in the City.

In September of 2021, bids were opened for this repair work, however the bids were over budget. Commission followed Staff's recommendation to reject all bids. The installation of the new pedestrian fencing made the project unfeasible. The cost of the fencing was more than double the Engineer's Estimate for the entire project. This was due to issues raising in the supply chain that we are experience due to the pandemic.

In October of 2021, the project was rebid. The replacement of the pedestrian fencing was omitted from the project. The City received two bids for the project. One from PbX Corporation

in the amount of \$280,962.93 and another from Pci Roads in the amount of \$416,567. The engineer's estimate was \$412,492.50. At the October 18, 2021 Commission Meeting the Commission awarded the project to PbX Corporation. PbX Corporation's tentative start date is February 23, 2022.

**Justification:** Inspection Services provided by PEC will ensure the project is constructed to the plans and specifications of the project so that the City sees prolong the life of the bridge and the two RCB structures.

**Financial Considerations:** The cost of these services is \$179,957.38. There are funds available in the 2021 GOB's issued to cover the construction and inspection of this project. This is the "Worst Case" scenario, if the project does not take 150 calendar days to complete, the inspection services bill will be less. The City will only pay for the actual services provided.

**Purpose/Mission:** The completion of this project aligns with the City's Core Values of Safety and Ongoing Improvement.

**Legal Considerations:** By approving the Supplemental Agreement with PEC, the City will amend the agreement with PEC and be responsible to make payments for the completed work.

**Attachments:** Supplemental Agreement

January 21, 2022



Mr. Ray Slattery, P.E.  
Director of Engineering Services  
City of Dodge City  
P.O. Box 880  
Dodge City, Kansas 67801

Reference: Project Name: Dodge City - 2<sup>nd</sup> Avenue Bridge Repairs  
Supplemental Agreement No: 1  
Original Contract Date: March 10, 2020  
PEC Project No. 32-200335-001-1009

Dear Mr. Slattery:

This Supplemental Agreement Professional Engineering Consultants, P.A. (PEC) modifies the referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. Construction Observation Scope of Services:

- a. Provide a resident project representative (RPR) to perform construction observation and documentation. Supervise testing and inspection; witness field or laboratory tests of construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the intent of the design; and maintain project records to document the work.
- b. Provide scanned pdf of hand 'Red-Line' markup images of bid set of plans for the preparation of record drawings.

2. Material Testing Scope of Services:

<b>Field Services:</b>	<b>Technician</b>	<b>Trips</b>	<b>Unit Quantities</b>	<b>Unit</b>	<b>Totals</b>
Concrete	Field Technician	12	108	hours	\$8,100.00
<b>Laboratory Services:</b>					
<b>Method:</b>					
Compressive Strength (Concrete)	(5) cylinders per set		12	sets	\$ 900.00
<b>Equipment/Miscellaneous:</b>					
Nuclear Gauge				each	\$ -
Concrete Equipment			12	each	\$ 120.00
Mileage			3720	miles	\$ 2,604.00
<b>Review/Management:</b>					
Field Project Manager			13	hours	\$ 1,820.00
Project Engineer			5	hours	\$ 725.00

- a. Provide material testing field reports of outlining results of services rendered within 5 business days from date of service.

3. PEC Agrees:
  - a. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.
4. Client Obligations:
  - a. Provide a point of contact for day to day communications.
  - b. PEC resident project representative will utilize office space at the Owner's designated location.
  - c. Provide a facility, if necessary, for Pre-Construction, Progress, or Coordination Meetings.
  - d. Furnish to PEC any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include hazardous conditions and/or history of site contamination, underground utilities, etc.
  - e. Provide right of entry for PEC's personnel in performing site visits, field testing, and inspections.
  - f. Provide 24-hour notice of anticipated testing services needed.
  - g. Provide electronic copies of construction plans, construction specifications, and/or Geotechnical Reports if requested and not developed/conducted by PEC.
  - h. Provide information related to known and/or potential hazardous subsurface conditions and/or history of site contamination.
  - i. Pay PEC for authorized additional work associated with services not included in Supplemental Agreement No. 1, or overages of the quantities outlined in Supplemental Agreement No. 1.
  - j. Client accepts that materials testing services provided by PEC are on an on-call, as-needed basis. Continuous testing is not part of this agreement.
  - k. Client acknowledges that the test results provided are relative to the date and time in which the test was conducted and to the relative location described in the report.
5. Exclusions:
  - a. Entrance into a permit-required or non-permit required Confined Space.
  - b. Transporting compressive strength specimens from the field to the City of Dodge City facility following casting.
  - c. Compressive strength testing of cylinders cast by PEC.
  - d. Any material testing services not specifically referenced in this Supplemental Agreement No. 1.
  - e. Construction Staking (additional services that can be provided by PEC).
  - f. Geotechnical Subsurface Investigation (additional services that can be provided by PEC).
  - g. Record Drawings in any other format than Red-Line Drawings,
  - h. Testing for Sanitary Sewer pressure, simulated flow, pipe deflection, video recording and log, manhole vacuum testing.
  - i. Final size of thrust blocks
  - j. Storm Water Sewer video recording and log.
  - k. Water Quality and Pressure Testing.
  - l. NPDES permit or SWPPP review, inspection, and documentation.
  - m. Transcribing and distribution of Pre-Construction, Progress, or Coordination Meeting Notes.
  - n. Permit fees.
  - o. Environmental assessments/clearances.
  - p. Observation of contractor activities other than a single shift between 7:00AM and 6:00PM Monday through Friday.

- q. Work on Saturdays, Sundays, City holidays. If the contractor is granted permission to work on these days, staff may be available for observation but this work or any work beyond the single shift described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.

B. Time of Performance:

- 1. PEC anticipates the notice to proceed for construction to be issued approximately February 23, 2022 and for the on-site construction to be complete July 22, 2022 (150 Calendar Days).
- 2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Payment Provisions:

- 1. The basis of the fees for this work is based on the contract requirements provided to the contractor for a total of one-hundred fifty (150) calendar days for the contractor to reach completion for the PROJECT. Work is anticipated on Monday through Friday for eight (8) regular hours per day and a half (1/2) OT hour per day during construction for the PROJECT with scope attending the preconstruction meeting/preparation and post construction closeout documentation. Scope also included for drive time and mileage to/from Wichita/Dodge City typically on Monday and Friday of each week. If more than one-hundred fifty (150) calendar days elapse from the Construction Notice to Proceed to completion of the PROJECT a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates.
- 2. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the Construction Observer.
- 3. The Supplemental Agreement **estimated** fee which includes reimbursables for Construction Services is:

Inspection Observation Fee:	\$165,688.38
Materials Testing Fee:	<u>\$ 14,269.00</u>
Total Additional Fee:	\$179,957.38
- 4. The adjusted contract amount is:

Original Contract Amount:	\$ 62,455.00
Additional Supplemental Agreement Amount	<u>\$179,957.38</u>
New Contract Amount:	<b>\$242,412.38</b>
- 5. PEC's Fee for its Scope of Services will be on an hourly basis, at the rates established on the current PEC Rate Schedule A for labor and Reimbursable Expenses.
- 6. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.
- 7. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.

D. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Matthew J. Haug, PE, PTOE  
PEC Inspection Division Manager

MJH:jab

ACCEPTED:

CITY OF DODGE CITY

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2022 RATE SCHEDULE A\*\*

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$195.00
Senior Project Manager .....	\$190.00
Project Manager .....	\$175.00
Senior Engineer.....	\$170.00
Project Engineer.....	\$145.00
Senior Landscape Architect .....	\$140.00
Landscape Architect.....	\$110.00
Land Use Planner.....	\$130.00
Design Engineer.....	\$120.00
Senior Technician .....	\$135.00
Design Technician .....	\$100.00
Commissioning Agent.....	\$130.00
Project Assistant .....	\$85.00
Senior Field Project Manager .....	\$155.00
Field Project Manager.....	\$140.00
Senior Inspector .....	\$135.00
Inspector .....	\$115.00
Senior Field Technician .....	\$95.00
Field Technician .....	\$75.00
Driller.....	\$100.00
Land Surveyor.....	\$125.00
Party Chief.....	\$105.00
Survey Technician .....	\$85.00
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50.00/Hour
Structural Testing Equipment .....	\$50.00/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage .....	\$0.585/Mile
Truck Mileage .....	\$0.70/Mile
ATV.....	\$20.00/Hour
GPS .....	\$50.00/Hour
3D Laser Scanner .....	\$150.00/Hour
Robotic Total Station.....	\$50.00/Hour
UAS.....	\$150.00/Hour
Drill Rig Use .....	\$75.00/Hour
Car Rental and Fuel .....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail. . .	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10.00/Each
Nuclear Gauge Equipment.....	\$20.00/Each
Compression Tests of Cylinders .....	\$12.00/Each
Ultra Sonic Testing Equipment .....	\$50.00/Each
Semi-Trailer Mileage.....	\$3.00/Mile

\*\*The rates shown above are effective for services through December 31, 2022 and are subject to revision thereafter.



# Memorandum

**To:** City Commission  
**CC:** City Manager Nick Hernandez  
**From:** Abbey Martin, Public Information Officer  
**Date:** February 3, 2022  
**Re:** 2022 Advisory Board and Commission Appointments

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The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions ended at 5 pm on January 5, 2022. Staff representatives have reviewed the applications and support the following Mayor's recommendations to the City Commission for appointment:

**AIRPORT ADVISORY BOARD**— Reappointment of RaeAnna Bolmer, Jeff Hutton, Andrew Evans, and Jeff Hancock.

**COMMUNITY FACILITIES ADVISORY BOARD**— Reappointment of Martha Mendoza. Appointment of Paige Bangerter to fill a vacancy for a remaining board term. Appointment of Hugo Garcia to fill a board vacancy.

**CONVENTION & VISITORS BUREAU**—Appointment to at hospitality position - Dawn Hedges; appointment to at-large position - Jon Montgomery; reappointment to attractions position, Elaine Gall.

**CULTURAL RELATIONS ADVISORY BOARD**—Approval of the following designee positions: Esmeralda Soto (National Beef Designee); Gloria Calderon (Genesis Health designee); Corky Spitler (Ministerial Alliance designee) Appointment of Lisa Klassen to fill vacant at-large position.

**DODGE CITY PLANNING COMMISSION**—Reappointment of Edgar Pando. Appointment of Blanca Soto.

**GOLF ADVISORY BOARD**—Appointment of Ryan Rabe.

**HISTORIC LANDMARK COMMISSION**—Reappointment of Angela Doom and Dana Williamson. Appointment of Dennis Sangster.

**LIBRARY BOARD**—Appointment of Mary Hall and Patrick Lopez

**PARKS & REC ADVISORY BOARD**— Reappointment of Mike Mariche and Trista Ferguson.

**RECYCLING ADVISORY BOARD**— Reappointment of Cheryl Koontz and Vickie Williamson.

**SANTA FE TRAILS COMMUNITY CORRECTIONS ADVISORY BOARD**—Reappointment of Mike Robbins.

**Attachments:**

CFAB Appointment Recommendations Memo



# Memorandum

**To:** City Manager, City of Dodge City Commissioners & County Administrator, Ford County Commissioners

**From:** Assistant City Manager/Public Affairs, Melissa McCoy

**Date:** February 7, 2022

**Subject:** CFAB Board Member Appointments

**Agenda Item:** New Business

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**Recommendation:** CFAB recommends the following reappointment and appointments to the Community Facility Advisory Board:

- The reappointment of Martha Mendoza to serve a second three-year term.
- The appointment of Paige Bangerter to fill a vacancy for a remaining board term.
- The appointment of Hugo Garcia to fill a board vacancy.

**Background:**

The Committee consists of six at-large members, the Chairperson of the Board of Directors of the Dodge City / Ford County Development Corporation or his/her designee and ex-officio representation from the City and County Commissions. Martha Mendoza will be serving a second, three-year term. Hugo Garcia will be filling the vacancy for an at large position left by Mike Martinez. Paige Bangerter will fill the existing at large term of Michael Burns who was recently elected to the City Commission. This term ends in 2024. Four candidates submitted applications for the board positions. The CFAB Chair, Vice Chair, CFAB board, City Manager and County Administrator reviewed the applications and support the recommendation.

**Justification:**

Ms. Bangerter and Mr. Garcia bring diverse work backgrounds not currently represented on the board. In addition, they represent the younger generation that make up our population. Ms. Mendoza has an extensive background in education and works closely with youth. She and Mr. Garcia also represent the Latino population that make up the majority of our population. They are bilingual in English and Spanish. They all are committed to supporting the City and County by serving on the CFAB Board.

**Financial Considerations:**

There are no financial considerations.

**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:** Per the Inter-local agreement at-large members shall be appointed for an initial term of three years. Any at-large member may be nominated and re-appointed to serve a second three-year term, except after two consecutive terms there must be at least a one-year interval before an additional nomination and appointment.



# Memorandum

**To:** City Commission

**From:** City Manager, Nick Hernandez & Assistant City Manager/Public Affairs, Melissa McCoy

**Date:** February 7, 2022

**Subject:** United Wireless Arena Ribbon Board

**Agenda Item:** New Business

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**Recommendation:** Authorize City Staff to solicit a sole source bid to replace the ribbon board and audio video setup at United Wireless Arena (UWA).

**Background:** The existing ribbon board at UWA is failing and some components are no longer functional. In addition, due to the age of the board, the replacement parts are no longer available. The ribbon board is an integral part of the arena and is used to promote upcoming events, sponsors, and scores for games and tournaments. However, there are very few vendors for this type of technology which is why staff is requesting the authorization to solicit a sole source bid.

**Justification:** The United Wireless Arena ribbon board and audio/video setup is a great candidate for a sole source purchase. Daktronics is the industry leader and provides a comprehensive system for venues of all sizes. They install quality systems and ensure that they remain operational. The goal is to have a partner who can provide, install and service the equipment and who will have parts when needed. This is critical as the availability of parts is essential for extending the life of the ribbon and Daktronics produces makes many of their own components. These parts are very specialized and currently there are uncertainties with obtaining parts within the marketplace.

**Financial Considerations:** The budgetary pricing estimate provided by DAKTRONICS for the ribbon board is \$732,000. Approval for the actual purchase would be brought back for commission approval at a later date.

**Purpose/Mission:** Together we value progress, growth and ongoing improvement.

**Legal Considerations:** There are no legal considerations.

**Attachments:**

Budgetary Pricing Estimate

# DAKTRONICS BUDGETARY PRICING

## BUDGETARY PRICING PREPARED FOR UNITED WIRELESS ARENA

*THE ESTIMATES BELOW ARE PROVIDED AS A COURTESY FOR DISCUSSION PURPOSES ONLY.*

Date: 23 December 2021

DESCRIPTION	TECHNOLOGY	QTY	APPROX. HEIGHT (FT)	APPROX. WIDTH (FT)	TOTAL ESTIMATE (USD)
Option 1: Existing Size Endwalls	South Wall - DVN-3000-5.9MN-420x1344	1	8.20	26.25	\$578,000
	North Wall - DVN-3000-5.9MN-840x1344	1	16.40	26.25	
Option 2: Ribbon	RTN-301-15MN-1600-40x15904	1	2.05	815.55	\$732,000
Option 3: Large Size Endwalls	South Wall - DVN-3000-5.9MN-840x1344	1	16.40	26.25	\$926,000
	North Wall - DVN-3000-5.9MN-840x2604	1	16.40	50.85	
Option 4: Larger Size Endwalls	South Wall - DVN-3000-5.9MN-840x2604	1	16.40	50.85	\$1,156,000
	North Wall - DVN-3000-5.9MN-840x2604	1	16.40	50.85	
Option 5: Scorer's Tables	ST-3100-5.9MN-126x1512 (1 Section of 3 Tables)	1	2.46	29.53	\$65,000
<b>Equipment Includes:</b> Includes Primary and Backup Display Controllers NCAA Interface – DSTI Stat Crew: Pro Version - FB, BB, VB, BA, HO One (1) Indoor Horn – Excluding the Ribbon & ST Option Installation Supervision Subcontracting Project Management Spare Parts Shipping to Site One (1) Year Parts & Labor					

[www.daktronics.com](http://www.daktronics.com)

201 Daktronics Dr. Brookings, SD 57006

tel 800-325-8766 email: [sales@daktronics.com](mailto:sales@daktronics.com)

DD1516077 Rev 07 16-Aug-2019 Page 1 of 2

Budgetary Pricing 740143-1 Rev 1





DAKTRONICS  
**BUDGETARY PRICING**

Creative Services – Basic Content Package with Endwall Options  
Daktronics Operator Trainer

The parties acknowledge and agree that the terms contained herein are confidential and are mere estimates. Neither Daktronics nor the potential buyer(s) are bound by the estimates shown in this budgetary pricing. A formal quote will be provided upon request.

The following are NOT included in these budgetary numbers: extended service; remote power control; or primary power (customer is responsible to supply power to display location(s)).