

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, December 5, 2022

7:00 p.m.

MEETING #5232

**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 Juan Espinoza of First United Methodist 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).

Presentation of Capital Credit Check to the City by Victory Electric

## **CONSENT CALENDAR**

1. Approval of Joint City/County Commission Meeting Minutes, November 21, 2022.
2. Approval of City Commission Meeting Minutes, November 21, 2022.
3. Appropriation Ordinance No.23, December 5, 2022.
4. Approval of Planning Commission Advisory Board Appointment.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2022-43:** A Resolution Describing and Defining the Boundary of the City of Dodge City, Kansas. Report by Ray Slattery, Director of Engineering Services.

## **UNFINISHED BUSINESS**

1. Approval of the Agreement for the Dodge City Raceway Park Operator/Promoter. Report by Nick Hernandez, City Manager.

## **NEW BUSINESS**

1. Approval of Bid for Crack Seal Materials. Report by Tanner Rutschman, PE, City Engineer.
2. Approval to Authorize the Purchase of Trash Trucks for City Sanitation Department. Report by Corey Keller, Public Works Director.
3. Approval of Quote to Purchase a Generator for Dodge City Regional Airport. Report by Corey Keller, Public Works Director.
4. Approval of Proposal to Negotiate a lease agreement with Catholic Charities of Southwest Kansas (CCSK). Report by Nick Hernandez, City Manager.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **ADJOURNMENT**

**Joint City/County Commission Meeting Minutes**  
City Hall Commission Chambers  
Monday, Nov 21, 2022  
6:00 p.m.  
MEETING #5230

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

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**CALL TO ORDER**

**ROLL CALL**

*Ford County:* Chairman Chris Boys, Commissioner Ken Snook, Commission Shawn Tasset.

*City of Dodge City:* Mayor Kent Smoll, Commissioner Michael Burns, Chuck Taylor, Joseph Nuci, Rick Sowers absent.

**APPROVAL OF AGENDA**

*City of Dodge City* Mayor Kent Smoll moved to add a visitors section to the agenda. Mayor Smoll made a motion to approve the agenda as amended with the visitors section. Commissioner Michael Burns seconded the motion. Motion carried 4 – 0.

Rick Sowers joined the meeting.

*Ford County:* Chairman Chris Boys made a motion to add a visitors section to the agenda. Commissioner Shawn Tasset seconded the motion. Motion carried 3 - 0.

**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).**

Darren Glen of Cimarron voiced his opinion on the Racetrack. He says Dodge City/ Ford County and citizens need to step up and put the facility out there to be recognized nationwide. He says people from all over have come to the track and stated that this racetrack is an amazing facility. Jeremy Cain of Cimarron also voiced his opinion about the racetrack and operators.

**EXECUTIVE SESSION**

Privileged Consultation with Attorney/Client Matters

**City of Dodge City:** At 6:14 pm Commissioner Joseph Nuci moved to recess into executive session, the exception found in K.S.A. 75-4319(b)(2) for consultation with legal counsel. The justification for closing the meeting is to protect the privileged nature of legal advice from legal counsel regarding potential litigation. The open meeting will resume in the city commissioner chambers in 5 minutes at 6:20 pm. The commission may take action upon returning to open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.

**Ford County:** At 6:14 Chairman Chris Boys made a motion to move the board into an executive session to discuss legal issues related to the Dodge City Raceway Park operator facility, the attorney/client privilege exception in the Kansas open meetings act in K.S.A. 75-4319(b)(2) meeting to resume at 6:20 pm. In addition to the commissioners, county administrator, county assistant counsel, city commissioners, city attorney and city staff. Commissioner Shawn Tasset seconded the motion. The motion carried 3 – 0.

### **NEW BUSINESS**

1. Approval of 2023 Sales Tax Budget. Report by Nicole May, Finance Director.

**City Action** Commissioner Michael Burns made a motion to approve the 2023 Sales Tax Budget. Commissioner Chuck Taylor seconded the motion. Motion carried 4 – 0 with Commissioner Kent Smoll voting no.

**County Action:** Chairman Chris Boys made a motion to approve the 2023 Sales Tax Budget. Commissioner Shawn Tasset seconded the motion. Motion carried 2 – 1 with Commissioner Ken Snook voting no.

2. Dodge City Raceway Park (DCRP) Operator/Promoter Recommendation

**City Action** Commissioner Chuck Taylor made a motion to table the Raceway Park (DCRP) Operator/Promoter recommendations with Outlaw Productions. Commissioner Joseph Nuci seconded the motion. Motion carried 5 - 0.

**County Action:** Commissioner Ken Snook made a motion to accept the Raceway Park (DCRP) Operator/Promoter recommendations with Outlaw Productions. Chairman Boys seconded the motion. The motion carried 2 – 1 with Commissioner Shawn Tasset voting no.

### **ADJOURNMENT**

**City Action:** Commissioner Rick Sowers moved to adjourn the meeting and Commissioner Joseph Nuci seconded the motion. The motion carried 5 – 0.

**County Action:** Commissioner Shawn Tasset moved to adjourn the meeting and Commissioner Ken Snook seconded the motion. The motion carried 2 – 0.

ATTEST:

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Mayor

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City Clerk

**CITY COMMISSION MEETING MINUTES**  
City Hall Commission Chambers  
Monday, Nov 21, 2022  
7:00 p.m.  
MEETING #5231

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**CALL TO ORDER**

**ROLL CALL** Mayor Kent Smoll reported absent, Vice Mayor Michael Burns, Commissioners Rick Sowers, Chuck Taylor, Joseph Nuci present.

**INVOCATION** by Father John Stang

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Commissioner Rick Sowers moved to approve the agenda as presented. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

**PUBLIC HEARING**

Mayor Kent Smoll opened the public hearing on the advisability to create a Community Improvement District (Casa Mariachi). Nicole May, Finance Director spoke about the CID. Miguel Esparza, owner of Casa Mariachi said he is excited to bring in a new restaurant to the City of Dodge City and hopes the community stops by to try out the menu. This will be a family-oriented restaurant he said. He plans on opening in December.

There were no other comments. Mayor Smoll closed the public hearing.

**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 7, 2022.
2. Appropriation Ordinance No.22, November 22, 2022.

3. Cereal Malt Beverage License:
  - a. Sip N Suds, 1604 W. Wyatt Earp Blvd.
  - b. Murphy Oil, USA Inc. 1907 N. 14<sup>th</sup> Avenue.
  - c. Panaderia La Tapatia, 614 E Wyatt Earp Blvd.
4. Approve Change Order #1 for the West Comanche St. Reconstruction Project.
5. Approve Change Order #1 for the Facultative Cell #1 Erosion Repair Project.
6. Approval of City Advisory Board Vacant Position Appointments.

Commissioner Rick Sowers moved to approve the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

#### **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3785:** An Ordinance Authorizing the Creation of the Casa Mariachi Community Improvement District in the City of Dodge City, Kansas; Authorizing the Imposition of a Community Improvement District Sales Tax to be Collected Within Such District; and Approving and Authorizing Certain Other Actions in Connection Therewith (Casa Mariachi CID) was approved on a motion by Commissioner Joseph Nuci. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

**Ordinance No. 3786:** An Ordinance of the City of Dodge City, Kansas, Authorizing the Levy of a One-Half Percent (0.50%) City Wide Retailers Sales Tax and Related Matters was approved on a motion by Commissioner Michael Burns. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

**Ordinance No. 3787:** An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Iron Flats Phase 1 was approved on a motion by Commissioner Rick Sowers. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

**Ordinance No. 3788:** An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Described Property of 59.89 Acres from AG Agricultural, R-S Residential Suburban, and C-2 Commercial Highway to R-3 Residential Higher Density was approved on a motion by Commissioner Michael Burns. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

#### **OTHER BUSINESS**

#### **STAFF REPORTS**

**ADJOURNMENT**

Commissioner Joseph Nuci moved to adjourn the meeting and Commissioner Michael Burns seconded the motion. The motion carried unanimously.

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Mayor:

ATTEST:

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City Clerk



# Memorandum

**To:** City Commission & City Manager Nick Hernandez  
**From:** Nathan Littrell, Planning & Zoning Administrator  
**Date:** December 5, 2022  
**Subject:** Advisory Board - Vacant Position  
**Agenda Item:** Consent Calendar

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**RECOMMENDATION:** Staff recommends the appointment of Ryan Rabe to fill the vacant position on the Planning Commission.

**JUSTIFICATION:** Appointment of Ryan Rabe, Construction Manager with Conant Construction. Ryan has a background in construction and would bring a valuable perspective and expertise to the Planning Commission. Ryan was born and raised in Dodge City and has served our community in various role over the years.

**PURPOSE/MISSION:** Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

**Attachment:** Application



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** December 5, 2022  
**Subject:** Resolution 2022-43 – Boundary Resolution Describing and Defining the  
 Boundary of the City of Dodge City  
**Agenda Item:** Ordinances and Resolutions

**Purpose:** Each year the City is required by KSA 12-517 to adjust the City’s boundary by resolution to define any territory that has been added or excluded from the previous Boundary Resolution.

**Recommendation:** Approve Resolution 2022-43, the 2022 Boundary Resolution of the City of Dodge City

**Background:** Each year the City must adjust the boundary resolution that describes the City Limits of the City to account for any additional lands that had been annexed in the past year or correct any errors found in the description. This year the change to the boundary limits are as follows.

- The addition of Lot 1, Block 3 of the Church Subdivision Plat. This property is on the north side of Ross Blvd. near the High School’s drive.

This property was annexed into the City on January 18, 2022 per Ordinance 3768. It will be the future site of a housing development.

**City Commission Options:**

1. Approve Bid
2. Disapprove Bid
3. Table for further discussion

**Financial Considerations:** None

Amount \$:

Funds:

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** The City is obligated under state statute to update the boundary limits of the City each year.

**Mission/Values:** The City is responsible for following State laws. By updating our boundaries, we have identified what properties should be served by the City and can plan for the long-term improvements to those areas.

**Attachments:** Boundary Resolution and map showing the addition to the current boundary of the City.

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, Dir. Of Engineering Services**

RESOLUTION NO. 2022-43

A RESOLUTION DESCRIBING AND DEFINING  
THE BOUNDARY OF THE CITY OF DODGE CITY

WHEREAS, the City of Dodge City must define the corporate limits of said City by virtue of K.S.A. 12-517 of the General Statutes of Kansas:

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

SECTION 1: That the Corporate limits of the City of Dodge City, Kansas shall be and are as follows, to wit:

(A) Beginning at the intersection of the south right-of-way line of Military Avenue and the east right-of-way line of Avenue P; thence East along the south line of said Military Avenue to the northeast corner of Shuman Tracts; thence South along the east line of Shuman Tracts to the southeast corner of Tract 7, Shuman Tracts; thence East and perpendicular to the east line of said Tract 7 to a point on the east right-of-way line of Road 113; thence South along the east right-of-way line of the Road 113 to a point that intersects the north right-of-way line of Wyatt Earp Blvd; thence East along the north right-of-way line of said Wyatt Earp Blvd to a point that intersects the northerly extension of the east right-of-way line of U.S. Highway 56-283; thence South along the extended east right-of-way line of U.S. Highway 56-283 to a point on the south line of Section 29; thence West along the south line of Section 29 to the west right-of-way line of U.S. Highway 56-283 Overpass; thence South along the west line of the U.S. Highway 56-283 Overpass to the south right-of-way line of the A.T. & S.F. Railroad; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 1904.07 feet; thence North along the right-of-way line of said A.T. & S.F. Railroad for a distance of 50.00 feet; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 250.45 feet; thence South to a point that is 360.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the west line of Tract 15 of Wilkinson Place No. 2; thence South along the west line of said Tract 15 of Wilkinson Place No. 2 to a point that is 205.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the east line of Tract 17 of said Wilkinson Place No. 2; thence South along the east line of said Tract 17 of Wilkinson Place No. 2 to the south right-of-way line of said U.S. Highway 400; thence Southeasterly along the south right-of-way line of said U.S. Highway 400 to the east line Happy Trails Subdivision a replat lots 12&14 of Wilkinson Place No. 1; thence South along the east line of said Happy Trails Subdivision to the southeast corner thereof; thence West along the south line of said Happy Trails Subdivision and continuing to the southwest corner of Tract 9 of Wilkinson Place No. 1; thence North along the west line of said Tract 9 to the south right-of-way line of U.S. Highway 400; thence Northwesterly along the south right-of-way line of said U.S. Highway 400 to a point that is 770.45 feet East of the west line of Section 32, Township 26 South, Range 24 West, thence South for a distance of 200.00 feet; thence West for a distance of 140.00 feet; thence South to a point on the north line of Lot 1, Block 2 Gladden Addition No.2, said point being 476.78 feet east of the east right-of-way line of U.S. Highway 56/283; thence East along said north line of Lot 1, Block 2 Gladden Addition No.2 to the northeast corner thereof; thence South along the east line of said Lot 1, Block 2 to the southeast corner thereof; thence West along the south line of Lot 1, Block 2 and Lot 1, Block 1 of Gladdens Addition No. 2 to the southwest corner thereof; thence North along the west line of said Lot 1, Block 1 of Gladdens Addition No. 2 to the northwest corner thereof, said corner being of the south line of the Northeast Quarter of Section 31, Township 26 South, Range 24 West; thence west along the south line of the northeast quarter of said Section 31 to a point 651.58 west of the southeast corner thereof; thence North a distance of 922.02 feet to a point on the south right-of-way line of East Trail Street 605.87 west of the west right-of-way of U.S. Highway 56/283; thence west along the south right-of-way line of East Trail Street a distance of 142.46 feet; thence South for a distance of 920.00 feet; thence West for a distance of 560.00 feet to the east line

of McCaustland Place; thence South along the east line of said McCaustland Place to the southeast corner thereof; thence West along the south line of said McCaustland Place to a point on the east line of the northeast drain of the Dodge City Flood Control Project; thence South along the east line of said northeast drain a distance of 1,601.50 feet; thence Southeasterly along a line having a deflection angle of 54 degrees 13 minutes a distance of 424.98 feet to the west line of McCaustland Road No. 2; thence South along the west line of said McCaustland Road No. 2 for a distance of 150 feet to the north bank of the Arkansas River; thence Northwesterly along the north bank of the Arkansas River to a point on the east line of Section 36, Township 26 South, Range 25 West of the 6th P.M.; thence South along the east line of said Section 36 to the southeast corner thereof; thence West along the south line of said Section 36 to the extended east right-of-way line of Red Avenue; thence South a distance of 30 feet along the extended east right-of-way line of Red Avenue to the north right-of-way line of Beeson Road; thence West along the south right-of-way line of Beeson Road to the east right-of-way line of Minneola Road; thence South along the east right-of-way line of Minneola Road to a point on said east right-of-way line intersecting the extended south line of Broce #1 Subdivision; thence West along the extended south line of Broce #1 Subdivision to the west right-of-way line of South Second Avenue; thence South along the west right-of-way line of said South Second Avenue to a point that is approximately 1314 feet North of the south line of Section 2; thence West and parallel to the south line of said Section 2 to a point that is 748.70 feet West of the west line of South Second Avenue; thence Northwesterly and parallel to the west line of said South Second Avenue for a distance of 1265.60 feet; thence North for a distance of 200 feet to the East-West half section line of Section 2; thence West along the said half section line of Section 2 to the east line of Veeann Avenue; thence South along the east line of said Veeann Avenue to the south line of Merrit Road; thence West along the south line of said Merrit Road to the east right-of-way line of South Fourteenth Avenue; thence South along the east right-of-way line of South Fourteenth Avenue to a point of on said east right-of-way intersecting the extended south line of Dodge City Business Park Unit One; thence West along the extended south line of said Dodge City Business Park Unit One to the southeast corner thereof; thence continuing West along the south line of Dodge City Business Park Unit One, said south line being the north right-of-way line of U.S. Highway 56 to the east right-of-way line of Road 109; thence North along said east right-of-way line of Road 109 to the southerly right-of-way line of McArtor Road; thence Northeasterly along said southerly right-of-way line of McArtor Road to the north line of the south half of Section 3, Township 27 South, Range 25 West; thence East along the north line of the south half of said Section 3 to the center corner thereof; thence North along the west line of the northeast quarter of said Section 3 to a point on the north right-of-way line of the Atchison, Topeka & Santa Fe Railroad; thence Southwesterly along the north right-of-way of said Atchison, Topeka and Santa Fe Railroad to the west line of Lewis Addition No. 2; thence North along the west line of said Lewis Addition No. 2 to the south right-of-way line of West Beeson Road; thence West along the south right-of-way line of West Beeson Road to the west line of Section 3, Township 27 South, Range 25 West; thence North along the west line of said section 3 to the northwest corner thereof; thence continuing North along the west line of Section 34, Township 26 South, Range 25 West to the northwest corner of Boley Morgison Addition; thence East along the north line of said Boley Morgison Addition to the northeast corner thereof; thence North along the half section line of Section 34 a distance of 432 feet; thence East parallel with the south line of said Section 34 a distance of 1,676 feet; thence South parallel with the said half section line to the north line of Beeson Road; thence East along the north line of said Beeson Road to the west line of Sunset Tracts; thence North along the west line of said Sunset Tracts to the northwest corner thereof; thence Northeasterly along the south bank along the Arkansas River to the extended east line of Tract 15 and Tract 88 of Westview Place No. 1; thence North along the extended east line of said Tract 15 and Tract 88 of Westview Place No. 1 to the north right-of-way line of the Dodge City Flood Control property; thence West along the north right-of-way line of the Dodge City Flood Control property a distance of 945.89 feet; thence continuing on a curve to the right along said flood control right-of-way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South 80 degrees 26 minutes 01 second west to a point which is 2,103 feet west of the east line of Section 34, Township 26 South, Range 25 West and 662 feet south of the south line of said Westview Place# 1; thence North 01 degree 38 minutes 04 seconds east parallel to the east line of said Section 34 a distance of 1052 feet to a point on the north right-of-way line of Pheasant Street 33 feet west of the southwest corner of Lot 27 of said Westview Place# 1; thence East along the north right-of-way line of Pheasant street to the southeast of lot 15 of said Westview Place# 1; thence North along the east line of said lot 15 to the northeast corner thereof; thence West along the north line of said Westview Place No. 1 to the east line of Moncrief Place No. 2; thence South along the east line of said Moncrief Place No. 2 to the southeast corner thereof; thence West along the south line of said Moncrief Place No. 2 to the southwest corner thereof; thence North along the west line of said Moncrief Place No. 2 to the south

line of West Park Street; thence West along the along the south right-of-way line of West Park Street to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of Wyatt Earp Blvd.; thence West along the south right-of-way line of Wyatt Earp Blvd. to the extended west line of Lot 4, Block 1, West Hwy. 50 Addition; thence North along the extended west line of said Lot 4 to the northwest corner thereof; thence East along the north line of said Lot 4 to the northeast corner thereof; thence North along the west line of Block 3 and Block 7 of Glenridge Estates to the northwest corner of Lot 36, Block 7 of said Glenridge Estates; thence East along the north line of said Block 7 to the northeast corner thereof; thence continuing East along the north line of Green Crest Memorial Gardens (also known as Maple Grove West) to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of U.S. Highway 50; thence Northeasterly along the south right-of-way line of said U.S. Highway 50 to a point intersecting the east-west half section line of Section 22 Township 26 South, Range 25 West; thence East along the half section line of said Section 22 for a distance of 110.0 feet to the northeast corner of Lot 3, Block 1, J.S. & L. Subdivision; thence North 73 degrees 7 minutes 19 seconds east for a distance of 204.45 feet; thence South 89 degrees 53 minutes 58 seconds east for a distance of 196.02 feet to the northeast corner of Lot 1, Block 1, of said J.S. & L. Subdivision; thence South 5 degrees 47 minutes 43 seconds west for a distance of 60 feet to a point on the east-west half section line of said Section 22; thence East along the half section line of said Section 22 to the center thereof; thence North along the north-south half section line of said Section 22 to the South right-of-way line of Frontview Street; thence West along the south right-of-way line of Frontview Street a distance of 1,385 feet; thence North perpendicular to and to a point on the south line of Section 15, Township 26 South, Range 25 West; thence West along the south section line of said Section 15 to the Southwest corner thereof; thence North along the west section line of said Section 15 to the West Quarter corner thereof; thence East along the east-west half section line of said Section 15 to a point 160 feet east of the Southwest corner of the Northeast Quarter of said Section 15; thence North 30 feet to the extended north line of Ross Blvd.; thence east along the North line of said Ross Blvd. to the west line of the Northeast Quarter of said Section 15, also being the Southwest corner of Lot 1, Block 3 Church Subdivision; thence north along the West line of said Lot 1, Block 3 to the Northwest corner thereof; thence east along the North line of said Lot 1, Block 3 to the Northeast corner thereof; thence southerly along the East line of said Lot 1, Block 3 to the North right-of-way line of Ross Blvd.; thence East 20 along said North right-of-way line of Ross Blvd.; thence South 40 feet along said North right-of-way line of Ross Blvd. thence East along the north line of said Ross Blvd. to the west line of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North along the west line of said Southeast Quarter of the Northeast Quarter of Section 15 to the northwest corner thereof; thence East along the north line of said Southeast Quarter of the Northeast Quarter of Section 15 said line being the south line of Lot1, Block1, Church Subdivision on an assumed bearing of South 89 degrees 52 minutes 40 seconds east to a point 374.24 feet west of the southeast corner of said lot1; thence North 00 degrees 07 minutes 20 seconds east for a distance of 415.64 feet; thence South 47 degrees 41 minutes 14 seconds east for a distance of 326.15 feet; thence South 89 degrees 42 minutes 28 seconds West for a distance of 130.05 feet to a point of on the west right-of-way line of North fourteenth Avenue; thence North along the west right-of-way line of North Fourteenth Avenue to the north line of Section 10, Township 26 South, Range 25 West; thence East along the north line of Sections 10 and 11, Township 26 South, Range 25 West to the northeast corner of the west half of said Section 11; thence South along the east line of the west half of said Section 11 to a point on said east line 30 north of the southeast corner thereof; thence East parallel to and 30 feet north of the south line of said section 11 extended to the east right-of-way of Avenue A; thence South along the east right-of-way line of Avenue A to the north right-of-way line of Canterbury Road; thence East along the north line of said Canterbury Road to the west line of Joel Avenue; thence North along the west line of said Joel Avenue to the north line of William Street; thence East along the north line of said William Street to a point on the extended east line of the alley in Block 5, Kliesen Subdivision; thence South along the east line of said alley to a point on the south line of Anna Avenue; thence West along the south line of said Anna Avenue to the northeast corner of Lot 3, Block 6, Kliesen Subdivision; thence South along the east line of said Lot 3 to a point on the south line of the alley in Block 6, Kliesen Subdivision; thence West along the south line of said alley to the northeast corner of Lot 2, Block 7, Kliesen Hills Subdivision; thence South along the east line of said Lot 2 to the southeast corner thereof; thence East along the north line of Ross Boulevard to a point on the extended east line of Lot 11, Block 6, Kliesen Hills Subdivision; thence South along the said east line of Lot 11 to the southeast corner thereof; thence South along the extended east line of Lots 1 through 8, Block 6, Kliesen Hills Subdivision to a point on the south right-of-way line of Saint Joseph Street; thence East along the said south line of Saint Joseph Street to the northeast corner Wagon Wheel Addition Unit Three;

thence South along the east line of said Wagon Wheel Addition Unit Three to the southeast corner thereof; thence West along the south line of said Wagon Wheel Addition Unit Three to the southwest corner of Lot 1 Block 2, of said Wagon Wheel Addition Unit Three; thence South 0 degrees 30 minutes 40 seconds east along the east right-of-way line of Barbara Lane East for a distance of 229.57 feet; thence South 89 degrees 35 minutes 11 seconds east for a distance of 1.94 feet; thence South 26 degrees 07 minutes 35 seconds east for a distance of 66.33 to the Southwesterly corner of Lot 9, Block 14 Kliesen Subdivision; thence South 06 degrees 28 minutes 24 seconds east for a distance of 60.45 feet to the north right-of-way line of U.S. Highway 50; thence East along the north line of said U.S. Highway 50, said line being the south line of Kliesen Street as platted by Kliesen Subdivision, and Kliesen Subdivision No.2 to a point on the east line of Section 13, Township 26 South, Range 25 West; thence continuing East 130 feet along said north line of U.S. Highway 50; thence South 240 feet to a point on the south line of said U.S. Highway 50 that is 130 east of the west line of Section 19, Township 26 South, Range 24 West; thence West along the south line of said Highway 50 to the east right-of-way line of Avenue P; thence South along the east right-of-way line of Avenue P to the south right-of-way line of Military Avenue and Point of Beginning,

(B) Excel Main Plant No. 1 described as follows:

From the southwest corner, Section 33, Township 26 South, Range 24 West of the 6th P.M. and the northwest corner, Section 4, Township 27 South, Range 24 West of the 6th P.M.; thence Easterly 1,190 feet to a point "A" which is a point on a west building line. Point "A" will be the starting point of this building description; thence Southerly from point "A" along a west line 30 feet to point "B" of said building; thence Easterly along a south line, 270 feet to point "C" of said building; thence along an east line, Northerly 20 feet to a point "D" of said building; thence along a south line Easterly 400 feet to point "E" of said building; thence along an east line Northerly 50 feet to point "F" of said building; thence Westerly along a north line 275 feet to point "G" of said building; thence Northerly along an east line 15 feet to point "H" of said building; thence Westerly along a north line 48 feet to point "I" of said building; thence Northerly along an east line 35 feet to point "J" of said building; thence Easterly along a south line 25 feet to point "K" of said building; thence Northerly along an east line 35 feet to point "L" of said building; thence Westerly along a north line 23 feet to a point "M" of said building; thence Northerly along an east line 20 feet to point "N" of said building; thence Easterly along a south line 80 feet to point "O" of said building; thence Northerly along an east line 20 feet to point "P" of said building; thence Westerly along a north line 90 feet to point "Q" of said building; thence Northerly along an east line 60 feet to point "R" of said building; thence Westerly along a north line 95 feet to point "S" of said building; thence Northerly along an east line 30 feet to point "T" of said building; thence Westerly along a north line 40 feet to point "U" of said building; thence Northerly along an east line 33 feet to point "V" of said building; thence Westerly along a north line 390 feet to point "W" of said building; thence Southerly along a west line 170 feet to point "X" of said building; thence Easterly along a south line 170 feet to point "Y" of said building; thence Southerly along a west line 113 feet to point "A" of said building.

Excel Secondary Plant No. 2 described as follows:

From point "B" of Excel Main Plant Easterly along a south building line 90 feet to point "A1" of said building; thence Southerly and on a perpendicular line between Main Plant No. 1 and Secondary Plant No. 2, 30 feet to point "B1" of Secondary Plant No. 2. Point "B1" of said exhibit will be the starting point of this building description; thence from point "B1" Southerly along a west line 35 feet to point "C1" of said building; thence Easterly along a south line 60 feet to point "D1" of said building; thence Southerly along a west line 90 feet to point "E1" of said building; thence Easterly along a south line 265 feet to point "F1" of said building; thence Northerly along an east line 20 feet to point "G1" of said building; thence Easterly along a south line 60 feet to point "H1" of said building; thence Northerly along an east line 55 feet to point "I1" of said building; thence Westerly along a north line 60 feet to point "J1" of said building; thence Northerly along an east line 50 feet to point "K1" of said building; thence from point "K1" Westerly along a north line 325 feet to point "B1" of said building.

(C) Part of the east half of Section 21, Township 26 South, Range 24 West and part of the west half of Section 22, Township 26 South, Range 24 West, Ford County, Kansas, referred to as Chaffin Industrial Park, more fully described as follows:

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 102.85 feet to a point of beginning, said point being at the intersection of the north right-of-way of the Atchinson, Topeka and Santa Fe Railway with the east right-of-way line of U.S. Hwy 56-283; thence continuing North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 110.88 feet; thence North 31 degrees 57 minutes East along the east right-of-way line of said U.S. Hwy 50 for 4,378.95 feet; thence North 33 degrees 10 minutes East along the east right-of-way line of said U.S. Hwy 56-283 for 295 feet; thence Northeasterly along a curve to the right having a radius of 2,292.01 feet along the south right-of-way line of said U.S. Hwy 50 for 1,722.53 feet; thence South 0 degrees 38 minutes East for 3,594.2 feet to a point on the north right-of-way line to the Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 2,510.63 feet; thence North 12 degrees 49 minutes West for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,694.93 feet along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,722.6 feet to the point of beginning, containing 194.28 acres.

AND

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 174.87 feet to a point of beginning, said point being on the south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 1,170.62 feet to a point on right-of-way; thence Northeasterly on a curve to the right having a radius of 8,594.42 feet along the center line of the abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 1,542.0 feet to a point on the east boundary line of the southeast quarter of said Section 21, said point being 883.0 feet North of the southeast corner of the southeast quarter of said Section 21; thence North 0 degrees 26 minutes East along the east boundary line of the southeast quarter of said Section 21 for 230.15 feet to a point on the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,130.42 feet; thence South 12 degrees 49 minutes East for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,764.93 feet along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,164.4 feet to the point of beginning, containing 25.63 acres.

Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas, except railroad right-of-way, more fully described as follows:

Commencing at the northwest corner of Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the north boundary line of said Lot 7 for 134.33 feet to a point of beginning, said point being on the present south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the north boundary line of said Lot 7 for 1,170.62 feet to a point on the centerline of an abandoned Atchinson, Topeka and Santa Fe Railway right-of-way; thence Southwesterly on a curve to the left having a radius of 8,594.42 feet along the centerline of said abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 395.1 feet to a point on the south boundary line of said Lot 7; thence North 89 degrees 56 minutes West along the south boundary line of said Lot 7 for 1,043.7 feet to the southwest corner of said Lot 7; thence North 0 degrees 50 minutes East along the west boundary line of said Lot 7 for 59.7 feet to a point on the present south right-of-way of the Atchinson, Topeka and Santa Fe Railway; thence Northeasterly along a curve to the right, having a radius of 2,964.93 feet for 263.5 feet to the point of beginning, containing 6.63 acres, more or less.

(D) A tract of land located in the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as Millard Warehouse, more fully described as follows:

Beginning at the southwest corner of the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas; thence North 0 degrees 15 minutes 38 seconds West along the west line of the southwest quarter of said Section 33 for 600 feet; thence North 89 degrees 44 minutes 22 seconds East at right angles to the west line of the southwest quarter of said Section 33 for 350 feet; thence South 0 degrees 15 minutes 38 seconds East parallel with the west line of the southwest quarter of said Section 33 for 605.84 feet; thence North 89 degrees 18 minutes 15 seconds West for 350.05 feet to the point of beginning; containing 211,022 square feet or 4.84 acres, more or less.

(E) A tract of land being part of Sections 20, 21, 28 and 29, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as the Dodge City Municipal Airport, more fully described as follows:

Commencing at the northeast corner of Section 29; thence South 0 degrees 12 minutes 04 seconds West along the east line of Section 29 for 894.76 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 04 seconds West along said east line of Section 29 for 1,060.53 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 750 feet easterly of the centerline of Runway 14-32 to the northerly right-of-way line of US Highway 56-283; thence Westerly along said northerly right-of-way line of US Highway 56-283 to a point on the west line of the east half of Section 29; thence North 0 degrees 00 minutes 41 seconds West along said west line of the east half of Section 29 to the North Quarter Corner of Section 29; thence North 0 degrees 14 minutes 05 seconds West along the west line of the Southeast quarter of Section 20 for 28 feet; thence North 29 degrees 10 minutes 18 seconds West parallel with and 750 feet westerly of the centerline of Runway 14-32 for 2,928.26 feet to a point on the north line of the southwest Quarter of Section 20; thence South 89 degrees 15 minutes 43 seconds East along said north line of the southwest quarter of Section 20 for 279.5 feet; thence North 26 degrees 10 minutes 18 seconds West for 1,228.08 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence North 26 degrees 10 minutes 18 seconds West for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence North 26 degrees 10 minutes 18 seconds West for 961.60 feet to the south right-of-way line of US Highway 50; thence South 89 degrees 16 minutes 23 seconds East along said south right-of-way line of US Highway 50 for 112.13 feet; thence South 26 degrees 10 minutes 18 seconds East for 910.87 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence South 26 degrees 10 minutes 18 seconds East for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence South 26 degrees 10 minutes 18 seconds East for 900 feet; thence North 63 degrees 49 minutes 42 seconds East for 100 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 600 feet easterly of the centerline of Runway 14-32 for 2,361.81 feet; thence South 89 degrees 03 minutes 34 seconds East for 1,785.95 feet to a point on the east line of Section 20; thence South 89 degrees 06 minutes 17 seconds East parallel to the south line of Section 21 for 700 feet; thence South 57 degrees 39 minutes 37 seconds East for 464.77 feet; thence South 32 degrees 20 minutes 23 seconds West for 719.66 feet; thence South 0 degrees 30 minutes 56 seconds East parallel to the west line of Section 21 for 462.45 feet to a point on the south line of said Section 21; thence South 0 degrees 12 minutes 04 seconds West parallel to the west line of Section 28 for 254.76 feet; thence South 89 degrees 06 minutes 17 seconds East parallel to the north line of said Section 28 for 457 feet; thence South parallel to said west line of Section 28 for 640 feet; thence west parallel to said north line of Section 28 for 1,157 feet to the point of beginning.

(F) A tract of land being part of Sections 21 and 28, Township 26 South, Range 25 West of the 6<sup>th</sup> P.M. Ford County, Kansas, referred to as Casino and Event Center, more fully described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 21; thence on an assumed bearing of North 89 degrees 39 minutes 54 seconds West along the north line of the Southeast Quarter of said Section 21 for a distance of 222.21 feet to the Northwesternly right of way line of U.S. Highway 50; thence South 34 degrees 50 minutes 32 seconds West along said right of way for a distance of 402.92 feet to the Point of Beginning; thence South 26 degrees 58 minutes 43 seconds East along said right of way line for a distance of 158.82 feet; thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 6,241 feet more or less, to the Northeast corner of a tract recorded in the Ford County Register of Deeds, Book 176, page 274; thence West along the North line of two tracts described in the Ford County Register of Deeds Book 176, page 274 and Book 188, page 563, a distance of 807.95 to a point on the East line of a tract described in Ford County Register of Deeds, Book 151, page 233; thence North along the east line of and the projection thereof of said tract a distance of 749.23 feet;

thence West a distance of 539.03 to the West line of said section 28, said point being 440 feet north of the West Quarter corner of said section 28; thence North along the west line of said Section 28 a distance of 1,784.58 feet; thence East parallel to the north line of said Section 28 a distance of 417.59 feet; thence North parallel to the west line of said Section 28 a distance of 417.42 to the north line thereof; thence West along the north line of said Section 28 to the northwest corner thereof; thence North along the west line of Section 21 to the West Quarter corner of said Section 21; thence South 89 degrees 39 minutes 54 seconds East along the east-west half section line of said Section 21 to a point 1,332.5 feet west of the East Quarter corner of said Section 21; thence South 0 degrees 20 minutes 06 seconds West a distance of 80 feet; thence South 55 degrees 09 minutes 28 seconds East a distance of 869.61; thence North 34 degrees 50 minutes 32 seconds East a distance of 292.00 feet to the point of beginning.

Said tract of land is considered contiguous with the City of Dodge City via right of way U.S. Highway 50 and Matt Down Road.

(G) 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.

Commencing at a 5/8-inch diameter smooth bar, at the Northeast Corner of the Northeast Quarter of Section 12, Township 27South, 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. Encompassing 145.30 acres, more or less.

Adopted by the Governing Body of the City of Dodge City

This 5th, day of December, 2022.

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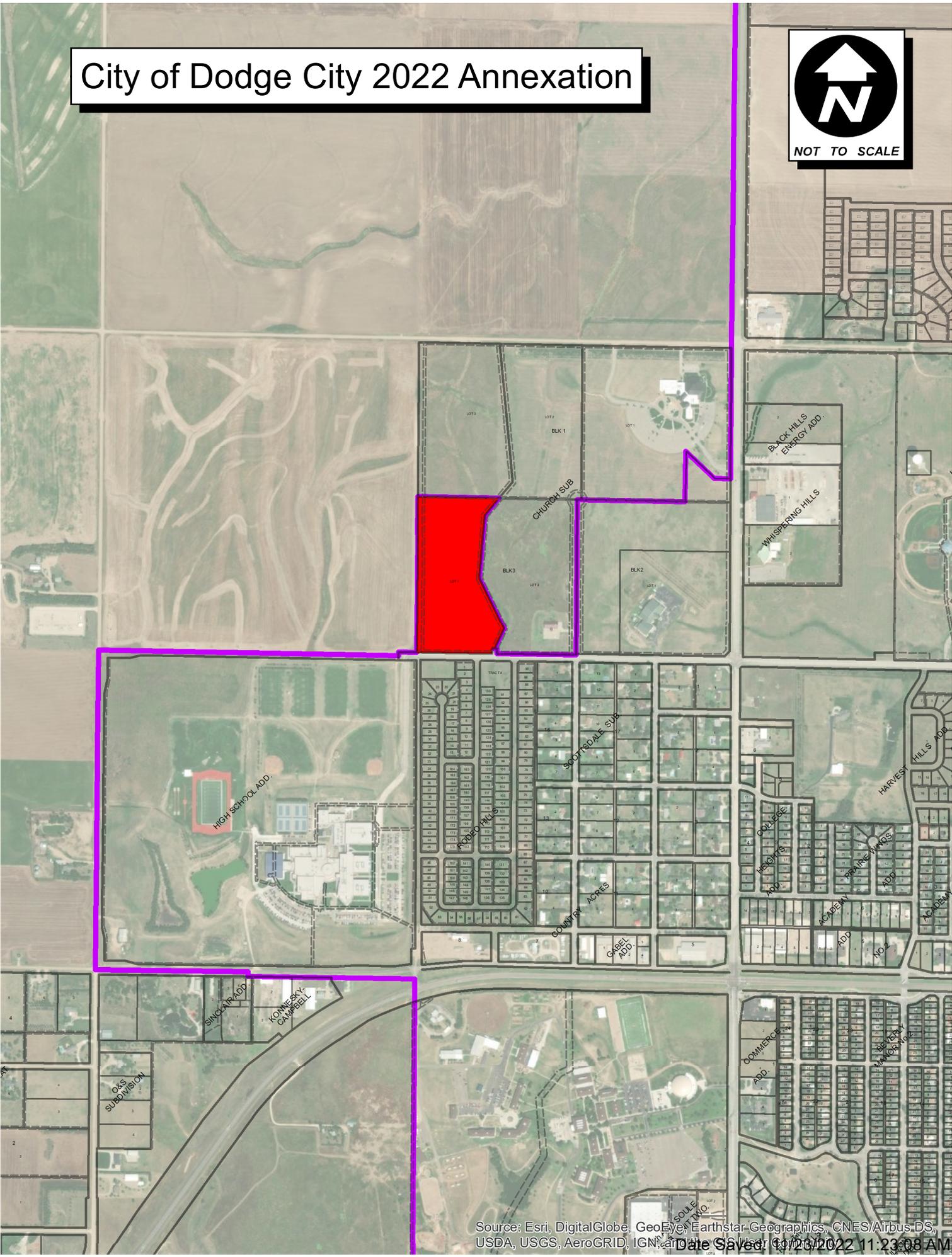
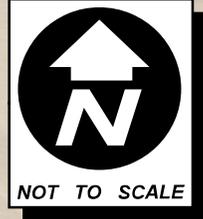
E. Kent Smoll, Mayor

ATTEST:

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Connie Marquez, City Clerk

# City of Dodge City 2022 Annexation





# Memorandum

**To:** City of Dodge City Commission

**From:** City Manager, Nick Hernandez

**Date:** December 5, 2022

**Subject:** Approve agreement with Outlaw Productions to operate/promote the Dodge City Raceway Park

**Agenda Item:** Unfinished Business

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**Recommendation:** Approve agreement with Outlaw Productions for the operation/promotion of the Dodge City Raceway Park for the 2023 season.

**Background:** The Joint City/County Commissions met on November 21, 2022 and reviewed a recommendation from the Community Facility Advisory Board (CFAB). The recommendation was to have the City Manager and County Administrator negotiate an agreement with Outlaw Productions pending review and approval by City and County Legal Counsel. The County Commission approved the recommendation 2-1 and the City Commission tabled the motion and requested that the agreement be brought back for approval at the next regularly scheduled meeting.

**Justification:** City and County Administration have worked with the operator/promoter on the proposed agreement. The details of the agreement are listed below:

**Proposed Schedule and Promotional Plan:** The schedule and marketing plan will specify classes and include not less than three major racing events, ten local IMCA sanctioned racing events and six short track events. Any change to the schedule must have prior written consent by the City Manager, County Administrator, or their designees. Additional events may be added at any time by the Operator but will not be subsidized by the City unless a separate written agreement has been negotiated.

**Financial Considerations:** The subsidy for all events, major and local will not exceed \$276,000. The Operator will provide the City all attendance, car count, and financial information on the first business day following a race during race season and prior to the final subsidy payment. The first subsidy payment of the next racing season will not be disbursed prior to receipt of the attendance, car count and financial information being received for the previous year.

At the conclusion of the scheduled events, the City and Operator will divide equally the net profit for the season with the Operator receiving 50% and the City receiving 50%. The proceeds of the City's portion will be placed into a special event fund for the promotion and attraction of future events per policy.

**Legal Considerations:** The agreement has been reviewed and approved by the City and County Legal Counsel. The initial term of agreement is for a period of one year, starting on January 1, 2023, and expiring December 31, 2023. This Agreement may be extended annually beyond the initial term or terminated earlier.

**CFAB Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Attachments:**

DCRP Agreement with Outlaw Productions

December 2, 2022

## **RACETRACK OPERATING AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas (hereinafter the “City”) acting pursuant to the authority provided for in the Interlocal Agreement dated July 21, 1997 by and between the City and Ford County, Kansas (hereinafter the “Interlocal Agreement”) and Outlaw Productions , a partnership (hereinafter the “Operator”).

WHEREAS, utilizing sales tax revenues as provided for in the Interlocal Agreement, the City issued bonds for and did construct a motorsports complex located in Ford County, Kansas, consisting of a three-eighths (3/8) mile racetrack, grandstand and other racing amenities known as Dodge City Raceway Park (hereinafter the “Facility”); and,

WHEREAS, the City has operated the Facility for the past several years as a recreational complex with sales tax revenues as authorized by the Interlocal Agreement; and,

WHEREAS, the parties to the Interlocal Agreement desire to contract for the promotion and operation of the Facility on behalf of the City, utilizing sales tax revenues as provided for in the Interlocal Agreement to fund such promotion and operations; and,

December 2, 2022

WHEREAS, the Operator has experience and expertise in the promotion and operation of dirt track racing facilities and desires to promote and operate the Facility to the benefit of the parties to the Interlocal Agreement; and,

WHEREAS, the City and the Operator have reached an agreement whereby the Operator would promote and operate the Facility under the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MONIES TO BE PAID HEREUNDER, AND THE MUTUAL PROMISES OF THE CITY AND THE OPERATOR, IT IS AGREED AS FOLLOWS:

1. USE OF FACILITY: The City hereby grants to the Operator, during the term of this Agreement and any extension hereof and subject to the conditions set forth herein, the rights and responsibility for the operation, promotion, scheduling and use of the Facility for motor sports racing events and other related events.

2. TERM: The initial term of this Agreement will be for a period of one (1) year, commencing January 1, 2023, and expiring December 31, 2023. This Agreement may be extended annually beyond the initial term or earlier terminated as provided herein.

3. MAINTENANCE OF DIRT TRACK: The Operator at its sole cost and expense will be responsible for and shall perform any and all maintenance, alterations, preparations and care of the dirt track during the term of this Agreement, and all extensions hereof, so as to provide a dirt track surface equal to the highest standards for

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like facilities. The Operator shall maintain the dirt track in a safe and proper manner during all events. The Operator shall supply all equipment and materials necessary for all repairs, maintenance and preparation of the dirt track.

Any modification of the dirt track configuration shall be subject to the prior approval of the City. The Operator, at its sole cost and expense, shall restore the dirt track to its original configuration and condition, subject to normal wear and tear.

4. MAINTENANCE OF FACILITY: The City shall provide, for cleanup and care of the structures and grounds located at Dodge City Raceway Park. This responsibility will include grandstands, concession and restroom areas, ticket booths, pit area, parking lot and all other amenities located at the Facility, with the exception of the interior of the general office building.

In addition, the City, at its expense, will provide staff for watering, mowing, trimming and care of all grassy areas, shrubbery, and trees at the Facility. Said staff will be directed in these activities by the Operator in coordination with the City Manager or his/her designee for budgetary oversight purposes.

The Operator shall, at its expense, maintain the interior of the general office building in a clean, neat, safe and proper manner at all times throughout the term of this Agreement.

5. FACILITY REPAIRS AND MODIFICATIONS: The City, at its expense, shall provide for all normal day-to-day repairs at the Facility, including but not limited to plumbing repairs, electrical repairs, replacing bulbs including track and security lighting and damage to track fencing. The City will be responsible for the repairs to the Facility caused by normal use or natural deterioration caused by age. Such repairs to the Facility

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will be the sole responsibility of the City. Such repairs will be performed in a good and workman-like manner and will be performed at times which would be least disruptive to the operation of the Facility.

The Operator shall immediately notify the City Manager or his/her designee, in writing or by email, of the need for any such repairs to the Facility.

In the event of structural damage to any aspect of the Facility resulting from fire, wind, hail, rain, vandalism, defacement or other casualties, not the fault of the City or the Operator, or the result of a latent structural defect, the City shall pay for such repair costs from sales tax revenues pursuant to the Interlocal Agreement.

Required repairs to the Facility due to neglect of the Operator will be the sole financial responsibility of the Operator. Such repairs will be made by the City and all costs for such repairs will be immediately reimbursed to the City by the Operator. If the Operator proposes to make such repairs itself, such repairs must be approved by the City prior to the commencement of any such work.

6. INSPECTION OF FACILITY AND EQUIPMENT: The Operator understands and agrees that the City is entitled to perform random inspections throughout the race season in order to assure proper maintenance of the general office building. The City shall provide the Operator no less than twenty-four (24) hours' notice prior to any such inspection.

7. MODIFICATIONS AND IMPROVEMENTS: Any modification or other permanent improvements within the Facility will be subject to the prior approval of the City and must be based upon specific plans, specifications and cost estimates, as well as an agreement between the City and the Operator as to the responsibility for payment of

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such modifications and/or improvements. Any such modifications and/or improvements to the Facility shall become a part of the Facility at the time of their completion and the Operator will have no ownership interest in such modifications and/or improvements.

8. EQUIPMENT: The Operator shall provide all equipment necessary for the operation of the Facility, as well as the costs and expense of the maintenance and operation of said equipment. The Operator will be entitled to utilize, on the premises of the Facility, existing City-owned equipment presently located at the Facility. The Operator shall repair and/or replace any and all such City-owned equipment if such equipment is damaged as the result of the Operator's negligence. The Operator may not dispose of any City-owned equipment without the prior written approval of the City Manager or her/his designee.

Any equipment provided or purchased by the Operator and utilized at the Facility will remain the property of the Operator and may be removed from the Facility upon termination of this Agreement, provided that such removal can be accomplished without damage to the Facility.

9. OPERATIONAL EXPENSES AND REVENUES: The Operator shall provide all personnel necessary for the proper operation, promotion and use of the Facility as well as the events conducted at the Facility, including but not limited to security, fire, safety and emergency medical, gatekeepers, ticket sales, concessions, fan accommodations, office staff, sales representatives, dirt track surface preparation and maintenance, racing officials and judges, non-racing event supervision and personnel, PA announcer, and all other required personnel.

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The Operator is solely responsible for the payment of all wages, salaries and/or other benefits provided to such personnel. All such personnel are employees, independent contractors or volunteers of the Operator, and not of the City. The Operator further agrees to save and hold harmless the City of and from any and all claims which might be asserted against the City in any manner whatsoever by or through any such personnel arising out of any injuries or death to such personnel arising out of their duties or services provided at the Facility.

Except as specifically provided herein, the Operator will be solely responsible for the timely payment of any and all operational expenses of the Facility and will retain all revenues resulting from the operation of the Facility, including but not limited to all gate fees, ticket sales, concession sales, advertising sales, sponsorship fees, membership fees and other revenues resulting from the use and operation of the Facility by the Operator.

10. **INSURANCE:** During the term of this Agreement, and all extensions hereof, the Operator shall, at its sole cost and expense, maintain in full force and effect liability insurance providing coverage for liability for any injuries, damages, or death for participants and fans in an amount not less than Two Million Dollars (\$2,000,000.00). In addition, the Operator shall provide, at its sole expense, participant accident policy with a minimum of \$100,000 for medical expenses. Said insurance coverage must list the City and Ford County, Kansas as named additional insureds. The Operator shall also provide workers compensation insurance for all employees and volunteers of the Operator who provide any services at the Facility. All insurance policies provided by the Operator must contain provision for at least thirty (30) days prior written notice to the City of any

December 2, 2022

cancellation or modification of insurance coverage. Copies of all such policies and insurance binders will be provided to the City in advance of the season.

11. UTILITIES: The utility bills relating to the operation of the Facility, including electric, gas, water, sewer, internet and trash pickup services, will be the responsibility of the City from sales tax revenues received pursuant to the Interlocal Agreement; provided, however, the City reserves the right to provide a well to provide water for track preparation and irrigation of Facility grounds from sales tax revenues pursuant to the Interlocal Agreement or other sources, subject to the Operator's approval as to the location of any such well if located within the Facility. Such approval shall not be unreasonably withheld.

12. TAXES: The City shall pay all real estate taxes assessed against the Facility from sales tax revenues received pursuant to the Interlocal Agreement. The Operator will be responsible for and shall pay in a timely manner, all other taxes, fees, permits or licenses associated with the Operator's use of the Facility, including but not limited to personal property taxes, sales taxes, payroll taxes, concession and beer licenses and any and all other operating permits, licenses or fees.

13. SCHEDULE, NUMBER OF EVENTS AND PROMOTIONAL PLAN: On or before November 1 of each year the, the Operator shall provide the City with a calendar of proposed events scheduled for the Facility for the following season and a marketing plan to promote these events. Said schedule and marketing plan will specify classes and include not less than three (3) major racing events, ten (10) local IMCA sanctioned racing events and six (6) Little DCRP events during the racing season, all of which will be subject to

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prior approval by the City Manager or his/her designee . Any reduction in the required number of scheduled events must have the prior written approval of the City Manager and County Administrator or their designees. Additional events may be added at any time by the Operator, but shall not be subsidized by the City unless a separate written agreement has been negotiated.

During the course of any year, the City may request the use of the Facility for events, subject to the Operator's review and upon such terms and conditions as are mutually acceptable to the parties. The Operator's approval for such events shall not be unreasonably withheld.

14. CONSIDERATION FOR PROMOTIONAL AND OPERATIONAL SERVICES: In consideration of the promotional and operational services to be provided by the Operator in accordance with terms and conditions as set forth in the Paragraph 13 above, the City, in addition to any other payment obligation provided for herein, shall make payments to the Operator from sales tax revenues received pursuant to the Interlocal Agreement, in the time and manner following:

- a. The City and the Operator shall negotiate the dates for payment of the subsidy prior to each season starting.
- b. The subsidy will be divided into nine (9) equal payments to be made on nine (9) separate dates.
- c. The Operator shall provide to the City all attendance, car count, and financial information on the first business day following a race during race season and prior to the final subsidy payment. If the agreement is extended beyond the initial term, the first subsidy

December 2, 2022

payment of the next racing season shall not be disbursed prior to receipt of the attendance, car count and financial information being received for the previous year. See Paragraph 18 below.

- d. Subsidy for all events, major and local should not exceed the following amounts:

2023- Two Hundred Seventy-Six Thousand Dollars  
(\$276,000)

- e. At the conclusion of the scheduled events, the City and Operator will divide equally the net profit for the season with the Operator receiving 50% and the City receiving 50%. The proceeds of the City's portion will be placed into a special event fund for the promotion and attraction of future events per policy.

i. Net Profit is Total revenue less total expenses as mutually agreed upon by both parties. Total revenue will include all income streams including the subsidy. Net profit is reached by subtracting all expenses within the contract year from total revenue.

15. PERFORMANCE STANDARDS: The Operator will keep accurate attendance records for all events conducted at the Facility and provide to the City on the first business day post-race during race season. In accordance with Paragraph 14(c) above, the Operator will provide to the City an affidavit and supporting records verifying the total attendance for each event. The total attendance figure for the major racing events will be divided by the number of major racing events actually conducted at the Facility during the year to establish an "average attendance" per major racing event.

December 2, 2022

If the “average attendance” per major racing event for any year should fall below One Thousand (1000) attendees, then the City will have the option of terminating this Agreement by providing written notice of such intent to terminate within thirty (30) calendar days of receipt of the Operator’s attendance report. If within thirty (30) days of receipt of the notice of termination the parties have not reached a mutually acceptable agreement for the continued operation of the Facility by the Operator, this Agreement will terminate and both parties will be released from any further obligations pursuant to this Agreement, except only for the Operator’s obligation for full payment of any outstanding unpaid obligations at the time of such termination.

16. EXTENSIONS OF INITIAL TERM: Upon the expiration of the initial term of this Agreement on December 31, 2023, this Agreement will automatically extend for an additional term of one (1) year, unless either party provides written notice to the other of its intent not to renew this Agreement in accordance with the following procedure.

A terminating party must deliver to the other party, on or before September 1<sup>st</sup> of the year of expiration of any extended term, written notice of its intent not to extend this Agreement. In the event of such notice the parties agree to immediately enter into good faith negotiations for renewal of an operation agreement based on terms and conditions that are mutually acceptable to both parties. If such negotiations fail to produce a mutually acceptable agreement, this Agreement will expire on December 31 of that year. Upon either such termination both parties shall be released from any further obligations under this Agreement except only for the Operator’s full payment of any outstanding unpaid obligations of the Operator at the time of termination.

December 2, 2022

17. NON-APPROPRIATION OF CITY PAYMENTS: The parties understand and agree that the payment obligations of the City as set forth herein, including the payment obligation described in Paragraph 14 above, are subject to the provisions of the Kansas Cash Basis Law and continued collection of sales tax revenues. The City currently intends to continue this Agreement through its term and to make all payments as provided for herein, and currently intends to make provision for such payments in each annual budget submitted and adopted in accordance with applicable provisions of state law and the provisions of the Interlocal Agreement. Notwithstanding the foregoing, however, the parties acknowledge that the City is obligated only to pay periodic payments as provided herein as may lawfully be made from sales tax funds budgeted and appropriated for that purpose during the current budget year, or funds made available from any lawfully operated revenue producing source. The City agrees to give written notice of such non-appropriation to the Operator at least thirty (30) days prior to December 31 of the year during which such non-appropriation occurs. The City shall pay all payments remaining due through the end of that year, if any. In the event of such non-appropriation, the Operator may terminate this Agreement at any time after receiving notice from the City of such non-appropriation of funds to satisfy the payment obligations. Such non-appropriation will not constitute a default or breach of this Agreement by the City and the Operator may elect to continue this Agreement notwithstanding the City's failure to satisfy its payment obligations due to such non-appropriation.

18. GENERAL CONDITIONS:

a. The Operator shall pay in a timely manner any and all obligations incumbent upon it under the terms and conditions of this Agreement and shall not allow

December 2, 2022

any type of lien or encumbrance to attach to the Facility resulting from nonpayment of any obligations of the Operator.

b. This Agreement may be amended at any time by mutual written agreement of the parties.

c. This Agreement shall not be assigned or transferred to any other person or entity without the prior written consent of the City.

d. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

e. The parties hereto do hereby warrant that each party is legally authorized to enter into this Agreement and that all actions necessary to authorize approval of this Agreement by the persons executing the same has been duly obtained so as to legally bind the party so represented.

f. The relationship created by virtue of this Agreement between the City and the Operator is that of an independent contractor, and nothing contained herein is intended to establish and does not establish any relationship other than that of an independent contractor.

g. For purposes of this Agreement, the effective date of said Agreement shall be January 1, 2023, despite the later approval by the parties of said Agreement.

h. All reports, notices or other communications called for pursuant to this Agreement will be between the Operator and the City's City Manager who is hereby designated to administer this Agreement on behalf of the City.

i. The Operator will comply with all federal, state, and local ordinances, statutes, rules and regulations related to the operation of the Facility and the Operator's

December 2, 2022

fitness to operate the Facility. Operator’s failure to comply as described shall be an event of default pursuant to this Agreement and shall entitle the City to terminate this Agreement.

i. In the event either party breaches any terms or condition of this Agreement, then said party shall have the option of terminating this Agreement by providing written notice of such intent to terminate within thirty (30) calendar days of receipt of said notice. If within thirty (30) days of receipt of the notice of termination the parties have not reached a mutually acceptable agreement for the continued operation of the Facility by the Operator, this Agreement shall terminate and both parties shall be released from any further obligations under this Agreement, except only for the Operator’s obligation for full payment of any outstanding unpaid obligations at the time of such termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates reflected below.

Kyler Fetters, Partner

By \_\_\_\_\_  
Partner

ATTEST:

\_\_\_\_\_  
Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DODGE CITY, KANSAS

By \_\_\_\_\_  
Kent Smoll, Mayor

ATTEST:

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

December 2, 2022

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED BY THE FORD COUNTY COMMISSION:

By \_\_\_\_\_  
Chris Boys, Chairman

By \_\_\_\_\_  
Shawn Tasset, County Commissioner

By \_\_\_\_\_  
Kenneth Snook, County Commissioner

ATTEST:

\_\_\_\_\_  
Debbie Cox Ford County Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Tanner Rutschman, PE, City Engineer  
**Date:** December 5, 2022  
**Subject:** Approval of Bid to Apply Mastic Crack Sealant, ST 2204  
**Agenda Item:** New Business

---

**Purpose:** The purpose of this project is to apply mastic crack sealant to asphalt streets and other City facilities as a preventative maintenance measure. Applying mastic to cracks is a low-cost maintenance technique that helps extend the service life of asphalt streets. This project will concentrate on maintenance zone #3 (see attached map).

**Recommendation:** Approve the bid from Stripe & Seal, LLC to apply 80,000 lbs of large crack seal material at a rate of \$1.25/lb. City Staff would also recommend extending quantity to 96,000 lbs to have \$20,000 worth of mastic crack seal material applied to various parks facilities. The winning bidder has been contacted and is agreeable to this extension of quantity.

**Background:** This project will perform preventative maintenance on several asphalt streets and parks facilities in the City. This maintenance consists of filling large transverse cracks with mastic material to prevent water from percolating through the pavement and into the sub-grade. The streets in town that will receive mastic with this project are in maintenance zone #3, which includes all the asphalt streets north of Comanche St., south of US50 Highway and east of Central Ave.

This project will be split between City streets (\$100,000), Saint Mary's Soccer Complex (\$5,000), Legends Park (\$7,500) & the Thurow walking trail (\$7,500).

**City Commission Options:**

1. Approve Bid
2. Disapprove Bid
3. Table for further discussion

**Financial Considerations:**

Amount \$: 120,000.00

Funds: 12230300 442011 (Special Streets), 11052710 441010 (Soccer Complex),  
11252710 441010 (Legends Park), 41052100 441010 (Thurow Park)

Budgeted Expense     Grant     Bonds     Other

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

**Mission/Values:** Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

**Attachments:** Bid Tab & asphalt maintenance zone map.

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, Dir. Of Engineering Services**

CITY OF DODGE CITY, KANSAS  
 BID TABULATION

PROJECT: Application of Mastic Crack Sealant

PROJECT #: ST 2204

BID DATE: 11/15/22

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Application of Mastic (City Streets)	LBS	78,125	\$1.28	\$ 100,000.00

TOTAL **78,125**

CONTRACTOR: Stripe & Seal, LLC	
ADDRESS: 1518 Yocemento Ave.	
CITY:	Hays
STATE:	Kansas
ZIP:	67601
<b>LOW BIDDER</b>	
QTY	CONTRACT AMOUNT
80,000	\$ 100,000.00

TOTAL **80,000**

BID SECURITY 5%  
 START DATE 3/15/2023

CONTRACTOR: Circle C Paving and Construction	
ADDRESS: P.O. Box 361	
CITY:	Goddard
STATE:	Kansas
ZIP:	67052
QTY	CONTRACT AMOUNT
70,500	\$ 100,000.00

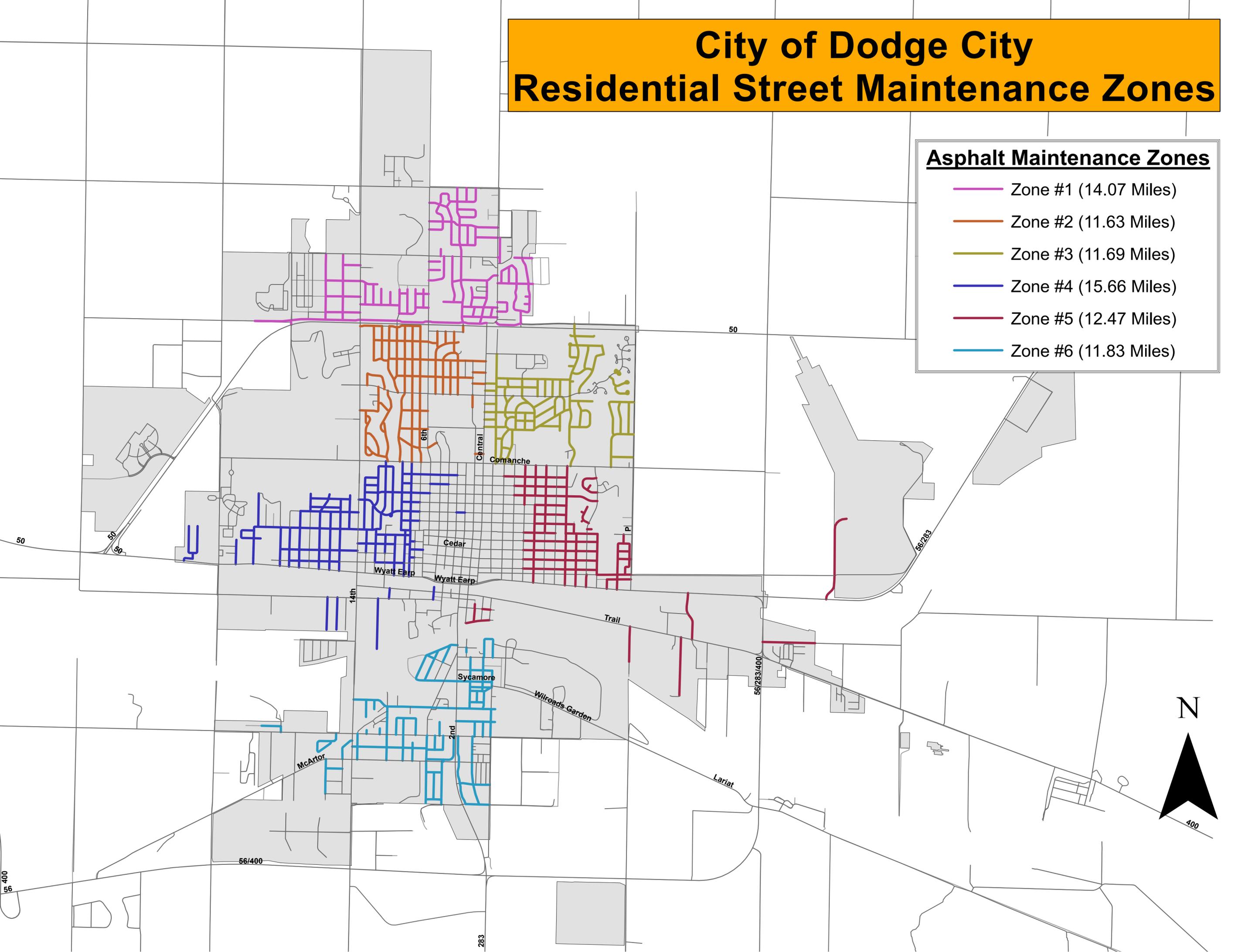
TOTAL **70,500**

BID SECURITY 5%  
 START DATE 5/1/2023

# City of Dodge City Residential Street Maintenance Zones

**Asphalt Maintenance Zones**

- Zone #1 (14.07 Miles)
- Zone #2 (11.63 Miles)
- Zone #3 (11.69 Miles)
- Zone #4 (15.66 Miles)
- Zone #5 (12.47 Miles)
- Zone #6 (11.83 Miles)





# Memorandum

**To:** City Commission  
**From:** Ryan Reid, Director of Administration  
**Date:** 11/17/2022  
**Subject:** Trash trucks for Sanitation (2)  
**Agenda Item:** New Business

---

**Recommendation:** Authorize the purchase of:

- \*One (1) Boom Truck from Elliot Equipment for \$203,611 delivered in 180 days
- \*One (1) Rear Loader Trash Truck from TriVista with the Leach 2R3 chassis for \$253,141.81

**Background:** Sanitation needs trucks to fulfill their mission and since the Pandemic, they have been taking longer to procure and build.

**Justification:** These trucks are used on daily sanitation routes to pick up waste in the Community to improve sanitation and the appearance in our community.

Both trucks would be replacing trucks that are outdated and have developed persistent ongoing maintenance issues. The boom truck will replace truck #612 that is over twenty years old. The rear loader will replace truck #621 that is nineteen years old.

**Financial Considerations:** This is a budgeted purchase. Both units, when replaced, will be sold at auction.

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

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

**Attachments:**  
Photos of similar trucks for reference.

2022 11 17

## Boom Truck and Rear Loader Trash Trucks

### Knuckle Boom Truck

<u>Vendor</u>	<u>Description</u>	<u>\$ Total</u>	<u>Notes</u>
Elliot Equipment	Freightliner M2 106	\$203,611	Low bid, meets specs, expect delivery in 180 days
Trivista	International KB-20	\$249,121.23	Early 2024 delivery
Trivista	International HV 607	\$212,164.23	Early 2024 delivery

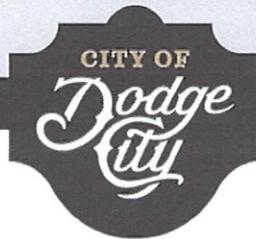
<u>Vendor</u>	<u>Description</u>	<u>\$ Total</u>	<u>Notes</u>
Trivista	International/Leach 2R3	\$253,142	Staff recommendation. Safe and proven solution.
Trivista	International/New Way	\$235,290.56	



Peterson/Elliot Boom Truck



Rear Loader



# Memorandum

**To: Nick Hernandez, City Manager and City Commissioners**  
**From: Corey Keller, Public Works Director**  
**Date: December 5, 2022**  
**Subject: Approval of Quote to Purchase Generator for the Airport**  
**Agenda Item: New Business**

---

**Purpose:** The purpose of this project is to replace the emergency generator at the airport. This generator supplies emergency power to the airfield lighting on Runway 14/32, all nav aids for the runway, taxi alpha, the ramp area, airport terminal, and the FBO hanger. The Airport has received a KDOT grant in the amount of \$80,000.00 to replace the generator at the airport.

**Recommendation:** To reject a bid from Screed Tech in the amount of \$113,265.00 for an 8.7L 200 kW Generac diesel generator along with a bid in the amount of \$146,500.00 for 14.2L 200 kW Generac natural gas generator. To approve a quote from Foley Power Solutions in the amount of \$63,100.00 for a CAT 200 kW diesel generator and transfer switch.

**Background:** This project will replace the generator located at the airport. The current generator is an old military era generator too old to find new parts for. This generator is still in operation however, it no longer starts automatically when needed. Staff has had several technicians try to repair the issue with no resolution. The airport was awarded a 90/10 KDOT grant earlier this year to replace the generator. Staff opened bids to replace the generator on October 6, 2022, the bids received were more than the budgeted amount. Staff then reached out to several suppliers for this equipment and learned most were afraid to bid due to the lead times to build the generator. Foley’s quote is to purchase the generator only it does not include installation. Staff will request quotes from local electricians to install the generator once the generator is received. Staff also plans to perform some of the install work in house.

**City Commission Options:**

- 1. Reject bid from Screed Tech and approve quote from Foley
- 2. Disapprove the quote from Foley and reject bid from Screed Tech
- 3. Table for further discussion

**Financial Considerations:**

Amount \$: 63,100.00

Funds:	KDOT 90/10 Grant offer will reimburse	\$56,790.00
	Airport Operational Budget 00131100-433002	<u>\$6,310.00</u>
		\$63,100.00

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** The Grant Offer was approved by the City Commission June of 2022

**Mission/Values:** Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

**Attachments:**

**Approved for the Agenda by:**

  
\_\_\_\_\_  
**Corey Keller, Public Works Director**



11/10/2022

Attn: Corey Keller

Quote: 30955548V.01

Re: Dodge City - Airport

Thank you for considering Foley Power Solutions for your current Electric Power Generation needs! Our team looks forward to providing you with quality products and services that you can depend on. We have been the authorized Caterpillar dealer since 1940, providing diesel and natural gas generator sales, rental, and service support. We now offer assistance with Solar Power, as well.

Please review the following quotation for all details and clarifications. If there are any questions or concerns that need to be addressed, please do not hesitate to reach back out to us. It is our pleasure to offer the following equipment:

**AIRPORT GENERATOR:**

**Price: USD 57,000.00**

Model: C7.1GCABR  
Quantity: 1  
Rating: 200kW  
Frequency: 60 Hz  
Voltage: 208 V

The following features will be included:

Characteristic Name	Feature Description
PGS EMISSION CERTIFICATION	EPA STATIONARY EMERGENCY
VOLTAGE OPTION	60HZ 208 VOLT (WYE)
APPLICATION INDICATOR	STANDBY POWER
ENGINE RATING	60 Hz, 200 kW
CONFIGURATION	D200GC
UL LISTING	UL 2200 LISTED PACKAGE GEN SET
DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
GOVERNOR TYPE	ADEM A4 GOVERNOR
MARKET SEGMENT CODES	GENERAL EPG
CUSTOMER SEGMENT	PUBLIC OR CIVIL SERVICES
MARKET WORK CODE	STANDBY POWER
PERMANENT MAGNET	PERMANENT MAGNET GENERATOR
ALTERNATOR TEMPERATURE RISE	105C TEMP RISE OVER 40C AMB
ALTERNATOR	ALT M2754L4 KX
ALT POWER	FULL POWER
GEN MOUNTING & DUCT PLATE	GEN MTG & DUCT PLATE 3
BASE TYPE (MOUNTING OPTION)	INTEGRAL TANK BASE, 24HR, 400
FUEL TANK OPTIONS	FUEL TANK FILL PIPE & LOCK CAP
FUEL VENT PIPE	VENT PIPE-STD
EMERGENCY FUEL VENT PIPE	EMERGENCY FUEL VENT PIPE UL-4"
ENCLOSURE	SA LEVEL 2 ENCLOSURE WHITE B3

**Foley Power Solutions**

Foley Power Solutions - Topeka  
1737 SW 42nd St

Topeka Kansas 66609

785-266-5770



NFPA110 BUNDLE	NFPA BUNDLE
GEN RUNNING & FAULT RELAY	GEN RUNNING & FAULT RELAY
PANEL MOUNTED AUDIBLE ALARM	PANEL MOUNTED AUDIBLE ALARM
BATTERY OPTIONS	WET BATTERY
BATTERY CHARGERS	BATTERY CHARGER 10 AMP
JACKET WATER HEATER	JACKET WATER HEATER
CURRENT TRANSFORMER	CURRENT TRANSFORMER 800:5
COOLANT RESERVIOR	COOLANT RESERVIOR
COOLANT LEVEL SHUTDOWN	LOW COOLANT LEVEL SHUTDOWN 1
1ST CIRCUIT BREAKER	600A LSI 100% RATED BREAKER
NEUTRAL BARS	NEUTRAL BAR 600A
RADIATOR	STANDARD RADIATOR
REMOTE ANNUNCIATOR	REMOTE ANNUNCIATOR
TESTING - GENERATOR SET	STD TEST - PKG GEN SET 0.8 PF

**Dealer provided components and services:**

Quantity	Description
1	Start-up & Training - Model C7.1
1	First Destination Freight

**AIRPORT ATS:**

**Price: USD 6,100.00**

Model: ATSGABN

Quantity: 1

Frequency: 60 Hz

Voltage: 208 V

**The following features will be included:**

Characteristic Name	Feature Description
ATS CONTROLLER	ABB TRUONE
ATS TRANSITION TYPE	OPEN TRANSITION
ATS OPERATION TYPE	STANDARD
ATS ENCLOSURE	NEMA 3R ENCLOSURE
ATS AMPERAGE RATING	600 AMPS
ATS VOLTAGE	120/208V, 3 PHASE, 4 WIRE, 60H
ATS NUMBER OF POLES	3 POLES
ATS MECHANISM TYPE	CONTACTOR
PRICING - MX60, MX150	PRICING - MX60, MX150
OPTION PACKAGES-CLICK FOR INFO	120VAC MX150 DELUXE EXERCISER
HEATER/THERMOSTAT	HTR THER SER

**Dealer provided components and services:**

Quantity	Description
1	First Destination Freight

**Product Dimensions:**

**Foley Power Solutions**

Foley Power Solutions - Topeka  
1737 SW 42nd St

Topeka Kansas 66609

785-266-5770



## Product Dimensions

### **Availability & Lead Times:**

Please allow approximately 2-3 weeks for submittal drawings. Product lead times can fluctuate daily; therefore, lead time will be re-evaluated at the time of order. Current lead time for this product is approximately 44-52 weeks after approved submittals.

Thank you once again for the opportunity to review your project and provide you with this proposal. Foley Power Solutions remains available to assist you in securing and ensuring a successful project. Continue to keep us informed on the direction of the project and how we can better assist you on this or upcoming projects.

Cliff Gamblin  
Territory Manager  
Foley Power Solutions  
620-225-4121 x4423  
CDGamblin@foleyeq.com

### **Terms & Conditions:**

Foley's Standard Terms & Conditions to apply. A copy is available upon request.

### **Clarifications, Deviations and Exceptions:**

This proposal was based on the following section(s) of the specification: Section 263213 and 263600, dated XX/XX/XXXX & Drawing(s): EXXX, EXXX, and EXXX, dated XX/XX/XXXX, & Addendum(s): X-X. No other Sections, Drawings, and/or Addendums are included as a part of this proposal and general exception is made. Please verify that this quote matches current drawings and specifications.

### **Pricing Validity:**

The pricing for this proposal is valid for 30 days and is subject to change on a daily basis due to the surcharges of commodities. A new quote may be required. Proposal does not include sales tax. Tax exempt documentation will be required to be on file with Foley Equipment at the time of order.

### **Warranty:**

Caterpillar Standard Generator warranty period is 24 months/1000 hours for standby applications, refer to SELF5611. All terms begin after initial startup or 18 months after the factory ship date, whichever is sooner. Please assure that substantial completion does not exceed these warranty periods.

### **Start-up, Training and Installation Service:**

With the exception of the start-up and training assistance identified as part of this scope-of-supply, all field installation of the delivered equipment is to be completed by others. Installation of shipped loose items will be the responsibility of the installing contractor(s).

Foley Power Solutions includes site visits and consultation *prior* to delivery and startup by Foley's project management team, as a complimentary part of services rendered.

## **Foley Power Solutions**

Foley Power Solutions - Topeka  
1737 SW 42nd St

Topeka Kansas 66609

785-266-5770



Start-up services include the use of a factory authorized generator technician for testing and general training of the equipment supplied. The services will be performed during normal business hours, Monday through Friday, 7:30am to 3:30pm. Any additional trips or services rendered outside of normal business hours are available; however, a formal written request for services with a change order by an authorized person billed at prevailing rates, will be required.

Typical Foley start-up services include hooking up batteries, visual inspection of equipment for damage or missing parts, fluid level checks, isolator adjustments (anchoring to be done by the installing contractor), termination of wiring for remote start at generator and ATS, termination of wiring for remote annunciator panel, termination of utility power at the generator for accessory power (i.e., block heaters, battery charger), verification of proper operation of battery charger, prime fuel system, verification and download of factory control panel settings, starting of generator, verification of voltage and frequency, safety checks, verification of gauge operation, wiring continuity, safety shutoffs and controls; including automatic transfer switches, if supplied.

It is important to note that any required NETA or third party testing including but not limited to Transient Tests, Harmonic Tests, Infrared Scanning, etc. is outside the scope of this quote and will be the sole responsibility of others, if required.

**Fuel:**

Unless otherwise stated above, the fuel for startup and/or testing is excluded and provided by others.

**Offloading:**

Unless otherwise stated above, the installing contractor is responsible for the offloading of the above equipment and setting it in place.

**Load Bank Testing:**

This quotation will clearly indicate if any on-site load bank testing is included above. If there is any on-site load bank testing, it is assumed that the load banks can be stationed within 100 ft of the connection point. Additional distance will require a change order. Load bank testing is contingent on weather and may require a reschedule, if conditions are not conducive to testing at the scheduled time. Please review and confirm that the allotted hours quoted will be sufficient for this project's needs.

**Freight:**

Freight to the first destination is included within this quote via commercial carrier. If the site is not ready for equipment delivery, Foley Power Solutions can arrange for the storage and delivery to site at a later time for an additional charge.

**Installation:**

Unless otherwise stated above, the installing contractor is responsible for the installation and connections of the above equipment.

**O&M Manuals & Submittals:**

An electronic copy of the standard submittals and O&M Manuals to be provided upon request.

**Notes:**

Any required permits to be provided others.

Foley Power Solutions is an equipment supplier only. Foley limits the scope of supply for this quotation to the equipment and services identified in our bills-of-material. Unless specifically identified in the proposal, equipment and/or service related activities not identified are assumed to be supplied by others.

Please check over this quote to be certain that it meets your requirements. Foley is not liable for confirming compliance of local, state, and/or federal requirements with governing jurisdictions. We reserve the right to correct any errors or omissions in this proposal and adjust pricing as necessary to comply with the requested specifications for those errors or omissions.

Foley terms are full invoice amount is due upon receipt, with approved credit. This quote is contingent upon Customer's acceptance of Foley Power Solutions standard terms and conditions as shown on Foley's buyer's agreement available upon request. Foley reserves the right to negotiate terms and conditions of sale.

There will be a 25% cancellation fee for any orders cancelled, once the order has been placed and accepted by Foley.

Foley will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Foley.

Foley is a "Woman Owned and Controlled Business".

## Foley Power Solutions

Foley Power Solutions - Topeka  
1737 SW 42nd St

Topeka Kansas 66609

785-266-5770





# Memorandum

**To:** City Commission

**From:** City Manager, Nick Hernandez

**Date:** December 5, 2022

**Subject:** Approval of Proposal to Negotiate a lease agreement with Catholic Charities of Southwest Kansas (CCSK)

**Agenda Item:** New Business

---

**Recommendation:** Approve proposal for City Manager to negotiate a lease agreement with CCSK for partial use of City Hall located at 806 N. 2<sup>nd</sup> Avenue. Lease will be pending review and approval by City Attorney.

**Background:** With the purchase of the Municipal Services Building, there will be available office space at the current City Hall as Engineering Services, Public Works and Development Services are in the process of moving to the new building. City Services remaining in the building include Municipal Court Services, Utility Building, some inspection services, city clerk services and administration services.

**Justification:** CCSK has been searching for a new space that will help them better meet the needs of the community through their various services including counseling services, citizenship preparation, immigrant, and refugee services among other services. They have also worked in partnership with the City to offer these services.

The proposed space for lease is approximately 7,092 sq. ft. The space consists of the area generally represented on the floor plan shown in the attached proposal and highlighted in purple. The detail of those spaces is included in the attached chart.

**Financial Considerations:**

The proposed terms are similar to rent and lease rates at other City owned facilities and are proposed as follows:

- Lease Rate - \$12/sq. ft per year. (\$85,104)
- Lease Payments - Prorated monthly and billed by City. (\$7,092/month)
- Utilities - Gas, Electric, Internet, and Security System costs shared by City and CCSK based on allocated space. Total area of the building is 12,678 sq. ft. +/- and CCSK's leased space represents 7,092 sq. ft. +/- equaling 56%.
- CCSK will be responsible for their own Telephone services and equipment.

**Legal Considerations:** The agreement is recommended to be a 5-year minimum, 10 year preferred and will be subject to review and approval by City and CCSK Legal Counsel.

**Cite Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Attachments:**

Catholic Charities of Southwest Kansas Lease Proposal



# Memorandum

**To:** Debbie Snapp, Executive Director  
Catholic Charities of Southwest Kansas

**From:** Melissa McCoy, Assistant City Manger  
City of Dodge City

**Date:** December 5, 2022

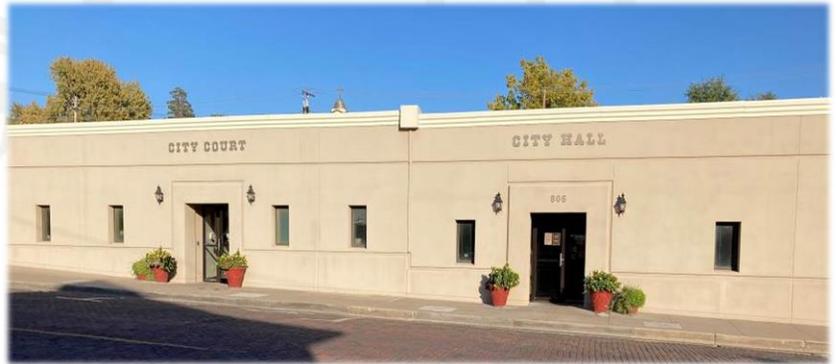
**Subject:** Proposed Lease – Dodge City, City Hall

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## Dodge City City Hall Dodge City Kansas

### BACKGROUND

The City of Dodge City (City) is pleased to submit an outline for potential leased office space for Catholic Charities of Southwest Kansas (CCSK) at the present City Hall located at 806 Second Ave. This outline presents a shared use arrangement between City and CCSK with adjacent parking.



The current City Hall is located at 806 Second Ave. The building was acquired by the City in the early 90's and renovated and expanded to its current configuration to serve as City Hall and



Municipal Court operations.



- Custodial - The City is responsible for all grounds maintenance and snow removal when required. CCSK is responsible for custodial service in leased space and after use of any shared conference/training space.
- Renovations - City is making proposed spaces available to CCSK as is. If CCSK desires renovations to any interior leased spaces, CCSK may complete such renovations at their own cost provided prior approval of the work has been obtained from the City
- Shared Space - City will make Commission Chambers area available to CCSK as scheduling permits. No additional rents will be applied. The area is generally available during office hours Monday, Wednesday, Friday and on evenings when arrangements can be made. City will be solely responsible for scheduling and access to the Commission Chambers.

## **OTHER INFORMATION**

### **Parking Availability:**

Parking is available on-site in three areas. South lot: 26 spaces and 2 ADA, 2nd Street Parking: 8 spaces, East Roof Parking: 7 spaces. Additional on-street parking is available. All parking is provided on a first come – first served basis.



### **Insurance:**

City agrees to keep the leased building facility insured for the benefit of the City against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. CCSK shall have the responsibility to insure all its interest in the fixtures, equipment, inventory, and other CCSK assets.

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

### **Capital Maintenance:**

City will be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building and shall be responsible for repairs necessitated by structural defects of the building. In addition, the City shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units.

CCSK is responsible for all interior maintenance of the leased space, including but not limited to, cleaning, painting, and general upkeep.

**Building Accessibility & Security:**

CCSK will have access to leased spaces at all hours during the week, after hours and on weekends by way of key and a building security system. CCSK will be provided keys for access to exterior doors in the leased spaces and assigned security codes as necessary.

**ADA Compliance:**

The City has determined this building meets all current ADA Accessibility requirements. Should any physical accessibility requirement come into question, the City will be responsible for addressing the issue and for any modifications and changes found necessary.

**Lease to Own:**

City is willing to provide a Lease to Own provision in any negotiated lease agreement with a percentage of previous lease payments applied to the agreed purchase price. Negotiations would need to determine the percentage applied to the purchase and a process to arrive at an agreed upon purchase price.

**FOR MORE INFORMATION:**

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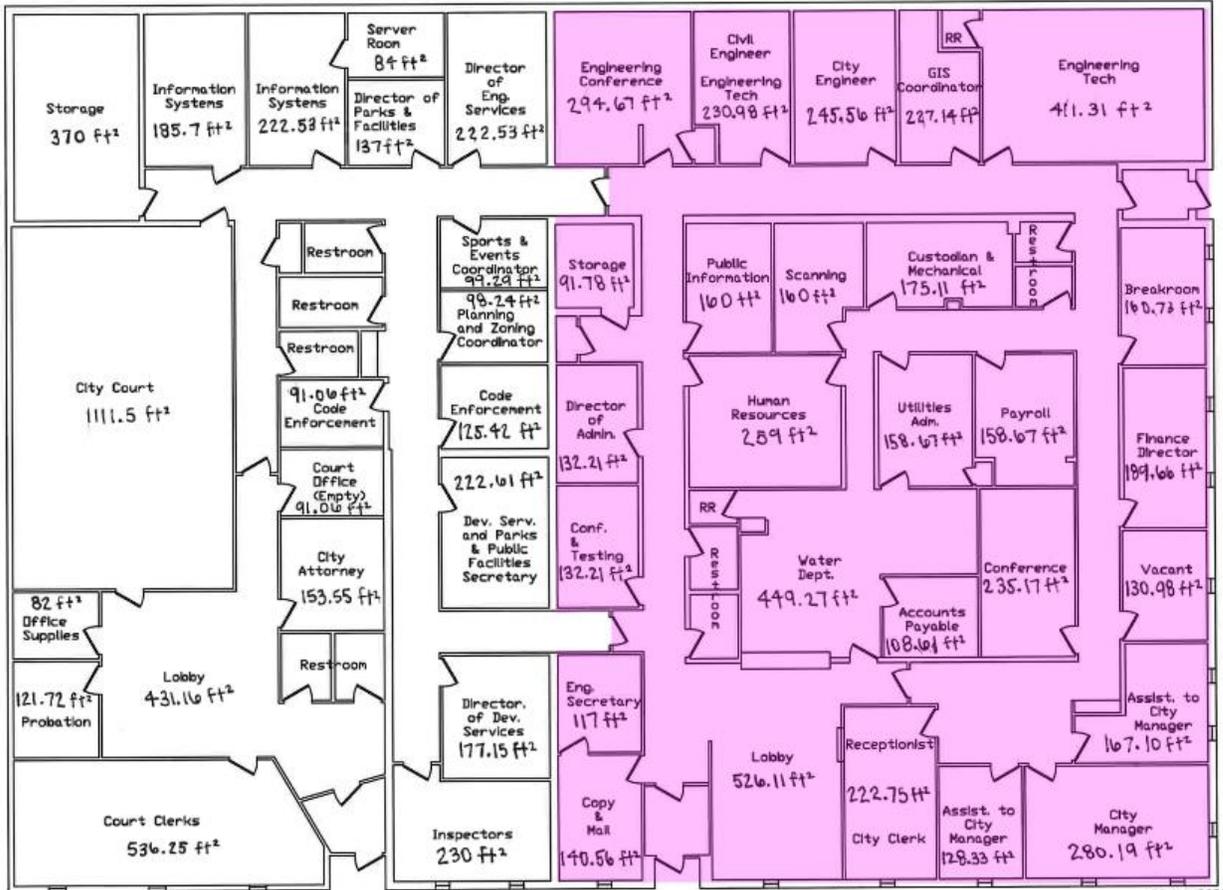
**SUMMARY**

The City remains very interested in pursuing a lease arrangement with Catholic Charities for space at City Hall. The terms provided here are intended to provide a basis for additional conversations and discussions that might allow for the development of a complete lease agreements.

If there are questions or more information is needed, please don't hesitate to contact me and I look forward to future conversations.

# Attachment 1

## City Hall Floor Plan



## Attachment 2

<b>City Hall Office Space</b>	
<b>Space</b>	<b>Sq. Ft.</b>
Copy/Mail	141
Eng Secretary	117
Lobby	526
City Clerk	223
Asst to City Manger 1	128
City Manger	280
Restrooms	80
Water Dept	449
Accts Payable	109
Conference	235
Asst to City Manger 2	167
Vacant	131
Conf. & Testing	132
Director of Admin	132
Human Resources	289
Utilities Admin	159
Payroll	159
Finance Director	190
Storage	92
Public Info	160
Scanning	160
Custodian/Mechanical	175
Restrooms	63
Breakroom	160
Engineering Conf	295
Civil Engineer/Tech	231
City Engineer	246
GIS Coordinator	227
Engineering Tech	411
Hallways	1,225
	<u>7,092</u>