

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, August 21, 2023

7:00 p.m.

MEETING #5256

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

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, August 7, 2023.
2. Approval of City Commission Meeting Minutes, August 7, 2023.
3. Appropriation Ordinance No.16, August 21, 2023.
4. Cereal Malt Beverage License:
 - a. Dillons Store, 1700 N. 14th Avenue
5. Approval of Change Order #1 for Iron Road (14th Ave. to 6th Ave.) Improvements.

ORDINANCES & RESOLUTIONS

Ordinance No. 3803: An Ordinance Regulating Traffic within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “2023 Standard Traffic Ordinance for Kansas Cities” and Repealing Ordinance No. 3779. Report by Nicole May, Finance Director.

Ordinance No. 3804 An Ordinance Regulating Public Offenses within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “Uniform Public Offense Code for Kansas Cities, Edition 2023” and Repealing Ordinance No. 3780. Report by Nicole May, City Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Agreement with Outlaw Productions to Operate/Promote the Dodge City Raceway Park for the 2024 Season. Report by Melissa McCoy, Assistant City Manager/Public Affairs.
2. Approval of United Village Addition Plat. Report by Nathan Littrell, Planning and Zoning Administrator.
3. Approval of Quotes for United Village Infrastructure Improvements Report by Ray Slattery, Director of Engineering.
4. Approval of Bids for Legends Park Lot Repair. Report by Ray Slattery, Director of Engineering.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, August 7, 2022

6:00 p.m.

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: Mayor Michael Burns, Commissioners, Rick Sowers, Chuck Taylor, Kent Smoll, Joseph Nuci joined at 6:05.

WORK SESSION

2024 Budget was presented by Finance Director, Nicole May along with discussion of the same.

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, August 7, 2023

7:00 p.m.

MEETING #5254

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

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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CALL TO ORDER

ROLL CALL: Mayor Michael Burns, Commissioners Joseph Nuci, Rick Sowers, Chuck Taylor, Kent Smoll

INVOCATION by Minister Dusty Cookson of First Church of Christ

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Michael Burns moved to amend the agenda and add two Cereal Malt Beverage License applications, Speed-D-Stop and Riverstop Stores and following staff reports add an executive session.

Commissioner Kent Smoll moved to approve the agenda as amended. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

Mayor Michel Burns read the 811 Day Proclamation and proclaimed August 11, 2023 as 811 Day in Dodge City, Kansas to encourage everyone to call 811 before they dig. It's safe, it's free, and it's the law.

Shawn Nelson, ambassador of Black Hills Energy for Dodge City thanked the commission for bringing forth the proclamation on 811 Day. Safety is important part in everything we do and thanked for helping recognize 811 day.

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, July 17, 2023.
2. Appropriation Ordinance No.15, August 7, 2023.

3. Cereal Malt Beverage License:
 - a. Love' Country Store #58, 1508 W. Wyatt Earp Blvd.
 - b. Kate's, 305 E. Trail Street.

Commissioner Chuck Taylor moved to accept the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3802: An Ordinance authorizing and providing for the issuance of General Obligation Bonds, Series 2023-A, of the City of Dodge City, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto was approved on a motion by Commissioner Kent Smoll. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

Resolution No. 2023-26: A Resolution prescribing the form and details of and authorizing and directing the sale and delivery of general obligation bonds, Series 2023-A, of the City of Dodge City, Kansas, previously authorized by Ordinance No. 3802 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith was approved on a motion by Commissioner Kent Smoll. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Resolution No. 2023-27: A Resolution authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2023-1, of the City of Dodge City, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

Resolution No. 2023-28: A Resolution making certain findings and determinations as to the need for housing within the City of Dodge City, Kansas and setting forth the legal description of real property proposed to be designated as a rural housing incentive district within the City was approved on a motion by Commissioner Chuck Taylor. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Resolution No. 2023-29: A Resolution making certain findings and determinations as to the need for housing within the City of Dodge City, Kansas and setting forth the legal description of real property proposed to be designated as a rural housing incentive district within the City was approved on a motion by Commissioner Kent Smoll. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the implementation of the clear bag policy for the United Wireless Arena. Commissioner Kent Smoll seconded the motion. The motion carried 4 -1 with Commissioner Joseph Nuci voting no.
2. Commissioner-Mayor Michael Burns moved to approve to reimburse the VenuWorks budget subsidy request in the amount of \$96,980. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.
3. Commissioner Rick Sowers moved to approve the bid from American Implement in the amount of \$122,500 for five (5) Hustler 105” Mowers (\$24,500 for each) for three different divisions in the Parks Department. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
4. Commissioner Kent Smoll moved to approve the bid from PBX Corporation in the amount of \$378,690.47 for the 14th Avenue south bound bridge maintenance project. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.
5. Commissioner Rick Sowers moved to approve the bid from Icon Structures of Wichita, KS in the amount of \$8,055,044.85 for Dodge City Regional Airport terminal building expansion & remodel. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.
6. Commissioner Rick Sowers moved to approve amendment No. 1 to authorization No. 4 with Burns and McDonnell in the amount not to exceed \$180,895.53 for the Terminal Expansion and Remodel Design for the Dodge City Regional Airport. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
7. Commissioner Kent Smoll moved to approve authorization No. 8 service agreement with Burns and McDonnell in the amount not to exceed \$890,255.07 for construction phase services for the terminal expansion and remodel of the Dodge City Regional Airport. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.
8. Commissioner Chuck Taylor moved to approve authorize No. 6 with Burns and McDonnell in the amount not to exceed \$686,492.02 to complete the preliminary design for construction of the Dodge City Regional Airport Runway 02/20. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

OTHER BUSINESS**STAFF REPORTS**

EXECUTIVE SESSION

At 8:23 pm Commissioner Rick Sowers made a motion that the Commission recess into executive session pursuant to the consult with legal counsel pursuant to the exception found in K.S.A. 75-4319(b)(2), justification for closing the meeting is to protect confidentiality of the privileged matters to be discussed relating to pending or potential litigations against the city. The meeting will include the Commissioners, Attorney and City Manager. The open meeting will resume in the City Commission chamber in 20 minutes at 8:45 p.m. The Commission may take action upon returning to open session and prior to adjournment.

Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

The open meeting reconvened at 8:50 p.m.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 21, 2023
Subject: Change Order #1, Iron Rd. (14th Ave. to 6th Ave.) Improvements, ST 2108
Agenda Item: Consent Calendar

Purpose: Finalize the quantities of the Iron Rd. Improvement Project from 14th Ave. to 6th Ave.

Recommendation: Approve Change Order #1 for the Iron Rd. (14th Ave. to 6th Ave.) Improvement Project for an increase in the amount of \$101.43.

Background: At the April 4, 2022, Commission Meeting, the Commission awarded the construction of the Iron Rd. (14th Ave. to 6th Ave.) Improvements to Building Solutions. The project is complete. This Change Order represents the field measured quantities of the project.

City Commission Options:

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

Financial Considerations: Change Order #1 is for an increase of \$101.43. Funding will be from the Iron Flat's RHID.

Amount \$: \$101.43

Fund: 46230300 442004

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: By approving the Change Order from Building Solutions, LLC, Inc., the contract dollar amount will be amended.

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

Attachments: Change Order #1

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: September 6, 2022

Subject: Ordinance Nos. 3803 & 3804

Agenda Item: Ordinances and Resolutions

Purpose: To adopt the changes to basic traffic and safety laws around the State of Kansas.

Recommendation: I recommend the approval of Ordinance No. 3803 & Ordinance No. 3804.

Background: **Ordinance No. 3803** adopts the “2023, 50th Edition of the Standard Traffic Ordinance” by reference. **Ordinance No. 3804** adopts the “2023, 39th Edition of the Uniform Public Offense Code” by reference. The changes made to these codes during the 2022 legislature are:

The following sections were modified in the 50th edition of the STO published in 2023.

Section 163. Additional Lighting Equipment

Section 179. Spilling Loads on Highways Prohibited.

Section 194. Driving While License Canceled, Suspended or Revoked, Penalty.

The following sections were modified in the 39th edition of the UPOC published in 2023.

Section 1.1 Definitions

Added: Airbag

Counterfeit Supplemental Restraint System Component

Hard Cider

Maliciously

Nonfunctional Airbag

Sexually Explicit Conduct

Supplemental Restraint System

Amended: Temporary Permit

Wildlife

Wine

Moved to Section 6.7: Health Care Facility
Health Care Provider

- Section 3.2.3. Battery Against a Health Care Provider.
- Section 3.6. Unlawful Restraint.
- Section 3.8. Violation of Protection from Abuse Order.
- Section 3.13. Stalking.
- Section 5.5. Watercraft; Lifesaving Devices Required.
- Section 5.6. Purchase or Possession of Cigarettes or Tobacco Products by a Minor.

- Section 6.7. Criminal Trespass.
- Section 6.22. Criminal Hunting.
- Section 6.27. Counterfeit Airbag Violation.
- Section 7.2. Interference with Law Enforcement.
- Section 10.5. Unlawful Discharge of a Firearm.
- Section 10.30 Operating an Aircraft Under the Influence.
- Section 11.3. Commercialization of Wildlife.
- Section 11.11. Cruelty to Animals

City Commission Options:

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

Financial Considerations: The cost of the booklets for the pertinent employees' use is approximately \$1,225.26. Cost for each booklet is \$8.50. Budgeted expense through various departments.

Legal Considerations: City Attorney reviewed the booklets. He approved them.

Mission/Values: Ensure the City is up to date on all the laws passed in the State of Kansas as well as make sure all employees have easy access to these laws.

Attachments: Ordinance No. 3803 & Ordinance No. 3804.

Approved for the Agenda by:

Nicole May

ORDINANCE NO. 3803

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "2023 STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES" AND REPEALING ORDINANCE NO. 3799

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by Reference for the purpose of regulating traffic within the corporate limits of the City of Dodge City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. One copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3803" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of said Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2: TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section shall be considered traffic offenses.

Section 3: REPEAL. Ordinance No. 3799 is hereby repealed.

Section 4: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, this 21st day of August, 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 3804

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "2023 UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" AND REPEALING ORDINANCE NO. 3780

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by Reference for the purpose of regulating public offenses within the corporate limits of the City of Dodge City, Kansas, that certain code known as the "2023 Uniform Public Offense Code for Kansas Cities", prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3804" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: REPEAL. Ordinance No. 3780 is hereby repealed.

Section 3: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, this 21st day of August, 2023.

Mayor

ATTEST

City Clerk



Memorandum

To: Ford County Commission and City of Dodge City Commission
From: Nickolaus J. Hernandez, City Manager, Melissa McCoy, Assistant City Manager/Public Affairs
Date: August 21, 2023
Subject: Approval of continuation of agreement with Outlaw Productions to operate/promote the Dodge City Raceway Park for the 2024 season.
Agenda Item: New Business

Recommendation: The Community Facility Advisory Board recommends continuing the agreement with Outlaw Productions for the operation/promotion of the Dodge City Raceway Park (DCRP) for the 2024 season.

Background: Outlaw Productions began operation of the DCRP in January 2023 following a competitive request for proposal process to select a new promoter/operator for the DCRP. The season kicked off in April with IMCA weekly races, followed by more races and the Monster Truck Nitro Tour in May, the Dave Garmann Memorial and Gunsmoke Classic along with the Xtrem Flattrack races in June and the Steve King Memorial ASCS 360 National in July. Races and special activities will continue through September.

Justification:

Operation and promotion of DCRP under the leadership of Outlaw Productions has been successful with positive feedback received from sponsors, drivers, and fans. Despite issues with inclement weather, Kyler Fetters, owner, and operator has successfully fulfilled the performance standards required under the agreement. In addition, time is of the essence to begin organizing the 2024 season schedule which is why staff is recommending continuing the agreement now.

Proposed Schedule and Promotional Plan: The schedule and marketing plan specifies classes and includes 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 provided 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

Legal Considerations: The agreement was previously reviewed and approved by both City and County Legal Counsel. Upon the expiration of the initial term of this Agreement on December 31, 2023, this Agreement automatically extends 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.

CFAB Options:

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

Attachments:

DCRP Agreement

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

December 2, 2022

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

December 2, 2022

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

December 2, 2022

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 revenues will be subject to the provisions of Paragraph 14 (e).

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 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.

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

December 2, 2022

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 1st 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

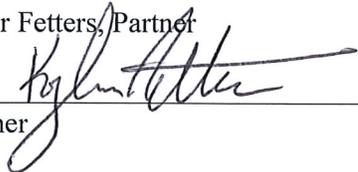
December 2, 2022

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

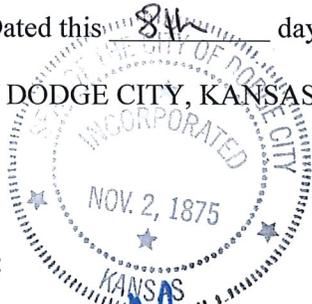
By 
Partner

ATTEST:

Secretary

Dated this 8th day of December, 2022.

CITY OF DODGE CITY, KANSAS



By 
Vice 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 19 day of December, 2022.

	4/8/2023	4/22/2023	5/6/2023	5/20/2023	6/16/2023	6/17/2023	6/22/2023	7/7/2023	7/22/2023	7/28/2023	7/29/2023
Hobby Stocks	19	16	13	17	0	0	21	0	16	16	15
Sport Mods	13	19	14	13	22	18	0	0	19	16	13
Cruisers	4	1	2	0	0	0	0	0	4	0	0
Stock Cars	15	11	8	14	0	0	14	0	6	3	3
Modifieds	17	9	14	10	26	20	0	0	14	10	10
305 Sprint Cars	0	17	0	17	0	0	0	0	0	17	18
Late Models	0	0	0	0	34	32	0	0	0	0	0
ASCS Sprints	0	0	0	0	0	0	0	23	0	0	0
Midgets	0	0	0	0	0	0	0	14	0	0	0
Total	68	73	51	71	82	70	35	37	59	62	59

Totals Cars 702

Average Car Count 58.5



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nathan Littrell, Planning & Zoning Administrator

Date: August 21, 2023

Subject: United Village Addition Plat

Agenda Item: New Business

Purpose: The applicant wishes to plat this property zoned R-3 Residential Higher Density to allow for single-family residential development.

Recommendation: It is City Staff's recommendation to approve this plat. On July 27, 2023, the Planning Commission reviewed and voted 4-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: The applicant wishes to replat this property zoned R-3 Residential Higher Density to allow for a single-family residential development. The property was rezoned to R-3 on November 21, 2022. The western portion of the property had been previously platted as part of Millers Add, but had never been developed beyond the properties immediately fronting 14th Ave. The property is currently vacant.

This plat will allow for 206 single-family residential lots. All of the proposed lots meet R-3 Residential Higher Density zone minimum lot requirements. The proposed streets and R.O.W. meet City requirements. The proposed development will have two access points off of 14th Ave. and one access point on the northeast end to McArtor Rd. The Proposed utilities have been reviewed by City staff and are in suitable locations. The drainage plan for this development both adequately addresses the development of this area and also improves some existing drainage issues of the surrounding area.

City Commission Options:

1. Approve
2. Disapprove
3. Disapprove with recommended revisions
4. Table for further discussion

Financial Considerations: None

Legal Considerations: None

Mission/Values: Approving this plat will encourage and support growth and development in our community.

Attachments: Plat Application, Map, Plat

FINAL PLAT OF: UNITED VILLAGE ADDITION TO THE CITY OF DODGE CITY, KANSAS

BEESON ROAD S. 89°49'52" E. 2645.10'

MCARTOR ROAD (U.S. HWY. 56)

CLOSURE BLOCK

LINE	BEARING	BORE DISTANCE	CORNER	WEST	NORTH	SOUTH	EAST	WEST
I-II	S. 00°01'49" E.	1590.701	1.00000	0.00000	1590.700	0.00000	0.00000	1590.700
II-III	N. 89°31'13" W.	1653.92	0.008373	0.999965	13.848	13.848	1653.862	0.057
III-IV	S. 00°06'31" W.	29.38	0.999998	0.001896	0.00000	29.380	0.00000	0.057
IV-V	S. 87°31'40" W.	898.38	0.001315	0.999969	0.00000	0.00000	898.309	0.078
V-VI	N. 00°05'17" E.	60.06	0.999999	0.001537	60.060	0.00000	0.00000	0.092
VI-VII	N. 87°31'40" W.	178.90	0.004135	0.999969	0.00000	0.00000	178.733	0.167
VII-VIII	N. 00°06'20" E.	917.54	0.999998	0.001842	917.538	0.00000	1.690	0.062
VIII-IX	S. 89°47'23" W.	179.01	0.003670	0.999978	0.00000	0.00000	179.000	0.011
IX-X	N. 00°05'17" E.	104.25	0.999999	0.001537	104.250	0.00000	0.160	0.008
X-XI	S. 89°34'35" E.	989.23	0.007393	0.999973	0.00000	0.00000	989.203	0.027
XI-XII	S. 73°01'51" E.	176.10	0.218357	0.956623	51.396	168.433	0.00000	0.000
XII-XIII	S. 00°56'13" W.	9.95	0.999986	0.016382	9.949	0.00000	0.163	0.008
XIII-XIV	N. 89°51'16" E.	594.44	0.002540	0.999977	1.510	594.438	0.00000	0.002
XIV-XV	N. 40°40'00" E.	217.27	0.58368	0.651824	164.922	141.753	0.00000	0.000
XV-XVI	S. 89°47'23" W.	93.30	0.007524	0.999978	0.00000	0.00000	93.299	0.001
XVI-XVII	S. 00°44'29" W.	1.00	0.999916	0.012939	1.000	0.00000	0.013	0.001
XVII-XVIII	N. 62°16'50" E.	292.78	0.468142	0.883256	136.184	259.179	0.00000	0.000
XVIII-XIX	S. 89°34'35" E.	93.30	0.007524	0.999978	0.00000	0.00000	93.299	0.001
XIX-XX	S. 89°34'35" E.	150.00	0.007524	0.999978	0.00000	1.129	149.966	0.034
XX-XXI	S. 89°34'35" E.	128.00	0.007524	0.999978	0.00000	127.995	1.144	0.005
XXI-XXII	S. 89°34'35" E.	165.50	0.007524	0.999978	0.00000	124.5	165.495	0.005
XXII-XXIII	N. 00°30'43" E.	351.17	0.999960	0.008935	351.156	3.138	0.00000	0.012
XXIII-XXIV	S. 89°34'35" E.	32.54	0.007393	0.999973	0.00000	0.388	32.539	0.001
XXIV-XXV	S. 00°01'49" E.	19.96	1.000000	0.000000	19.960	0.00000	0.00000	0.000
XXV-I	PERIMETER	9096.53	TOTALS	1885.180	1885.184	2823.141	2823.157	0.000

NOTE: ON COOPER ADD. THE WEST LINE OF 2 SECTION IS S. 00°23' E. AND THE NORTH LINE IS EAST.

COOPER ADDITION
THIS TRIANGULAR AND RECTANGULAR TRACT THAT WAS DEEDED FROM UNITED TO CAPITAL DEVELOPMENT, LLC FOR DRAINAGE R.W. IN DEED BOOK 261 AT PG. 477 IS HEREBY DEDICATED TO THE CITY FOR SAID PURPOSE.

NOTE: ON COOPER ADD. THE WEST LINE OF 2 SECTION IS S. 00°23' E. AND THE NORTH LINE IS EAST.

PERIMETER = 9096.53' TOTALS = 1885.180' 1885.184' 2823.141' 2823.157'

ERROR OF CLOSURE IS 0.016' = 1 IN 551,000

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LEGEND

○	FOUND SURVEY MON. (AS LABELED)
○	FOUND PIPE FROM MILLERS SUBD. NO. 1
○	CENTERLINE OF STREET (WAS NOT SET)
○	SET 3/4" I.D. X 24" LONG PIPE WITH ORANGE A TO Z LS 1053 SURVEY CAP
○	SURVEY CONTROL POINT (CP)
○	FOUND PLAT ORIGINAL 4" X 4" CONC. SURVEY MON.
○	FOUND SECTION OR 1/4 SEC. CORNER
○	ORIGIN OF MONUMENT IS UNKNOWN
○	MEASURED VALUE (TRIMBLE 4700 AND R105)
○	RECORD DESCRIPTION VALUE FOR TRACT
○	DEED VALUE FOR METES AND BOUNDS OF TRACT
○	UTILITY EASEMENT LINE
○	BUILDING SETBACK LINE
○	NOTE:
○	ALL BOUNDARY CORNERS FOR THIS PLAT HAVE BEEN RECOVERED OR SET (AS SHOWN). THE INTERIOR CORNERS WILL BE SET AFTER THE PUBLIC UTILITIES ARE INSTALLED.

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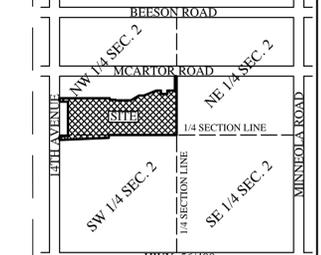
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VICINITY MAP
NOT TO SCALE
IN THE WEST 1/2 OF SEC. 2
T. 27 S., R. 25 W. OF
THE 6TH P.M. FORD COUNTY
DODGE CITY, KANSAS.

FIRESTONE STREET

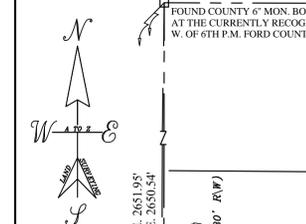
KENNETH STREET 60' RW

L & B ADDITION

DATE OF TOPOGRAPHY: MAY - NOV., 2022
DATE OF TOPO. PREPARATION: MAY - FEB., 2023
SITE CPs:
CP #1 THIS IS THE INITIAL CONTROL POINT (GPS NORTH IS FROM THIS MON.) SET 1/2" X 24" LONG GROUND ROD WITH ORANGE A TO Z LS 1053 SURVEY CAP (6" DEEP) WNW OF CENTER OF SEC. 2 (AS SHOWN) NORTH = 20,000.00', EAST = 20,000.00', ELEVATION = 2496.28' GPS (DERIVED FROM CITY OF DODGE CITY GPS NETWORK)
CP #2 (NOT SHOWN) SET 1/2" X 24" LONG GROUND ROD WITHOUT SURVEY CAP (6" DEEP) ON ROUGHLY THE WEST R/W LINE OF 14TH AVE. 20' SOUTH OF 2ND MH SOUTH OF WEST 1/4 CORNER OF SEC. 2 NORTH = 19,390.62', EAST = 17,849.47', ELEVATION = 2498.40' GPS
CP #3 (AS SHOWN) SET 1/2" X 24" LONG GROUND ROD WITH ORANGE A TO Z LS 1053 SURVEY CAP (6" DEEP) WNW OF NE COR. OF THIS SURVEY. NORTH = 21,539.50', EAST = 20,240.83', ELEVATION = 2487.92' GPS
THE ELEVATIONS FOR THIS DRAWING WERE MEASURED BY GPS. THE TYPICAL ACCURACY FOR THESE TYPE OF MEASUREMENTS IS +/- 0.1' TO 0.2'.

SURVEY & DRAWING BY:
KEVIN W. NOLL, L.S.
A TO Z LAND SURVEYING
23499 SW D ROAD
JETMORE, KANSAS 67854
PHONE: (M) 620-339-6635
JOB # 22-22

PAGE 1 OF 2



Scale: 1" = 100'

C.P.S. NORTH BEARING BASIS CP #1 IS THE INITIAL BASE POINT

FOUND COUNTY 6" MON. BOX, OVER RECORD CORNER (LID WILL NOT OPEN) AT THE CURRENTLY RECOGNIZED NW CORNER OF SECTION 2, T. 27 S., R. 25 W. OF 6TH P.M. FORD COUNTY, KANSAS.

FOUND 1/2" REBAR WITH YELLOW LS 800 CAP IN COUNTY 6" MON. BOX WHICH SHOULD BE OVER THE STONE THAT RECOVERED IN 1997 AT E 1/4 CORNER OF SECTION 3, T. 27 S., R. 25 W. OF 6TH P.M. FORD COUNTY, KANSAS.

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DATE OF TOPOGRAPHY: MAY - NOV., 2022
DATE OF TOPO. PREPARATION: MAY - FEB., 2023
SITE CPs:
CP #1 THIS IS THE INITIAL CONTROL POINT (GPS NORTH IS FROM THIS MON.) SET 1/2" X 24" LONG GROUND ROD WITH ORANGE A TO Z LS 1053 SURVEY CAP (6" DEEP) WNW OF CENTER OF SEC. 2 (AS SHOWN) NORTH = 20,000.00', EAST = 20,000.00', ELEVATION = 2496.28' GPS (DERIVED FROM CITY OF DODGE CITY GPS NETWORK)
CP #2 (NOT SHOWN) SET 1/2" X 24" LONG GROUND ROD WITHOUT SURVEY CAP (6" DEEP) ON ROUGHLY THE WEST R/W LINE OF 14TH AVE. 20' SOUTH OF 2ND MH SOUTH OF WEST 1/4 CORNER OF SEC. 2 NORTH = 19,390.62', EAST = 17,849.47', ELEVATION = 2498.40' GPS
CP #3 (AS SHOWN) SET 1/2" X 24" LONG GROUND ROD WITH ORANGE A TO Z LS 1053 SURVEY CAP (6" DEEP) WNW OF NE COR. OF THIS SURVEY. NORTH = 21,539.50', EAST = 20,240.83', ELEVATION = 2487.92' GPS
THE ELEVATIONS FOR THIS DRAWING WERE MEASURED BY GPS. THE TYPICAL ACCURACY FOR THESE TYPE OF MEASUREMENTS IS +/- 0.1' TO 0.2'.

SURVEY & DRAWING BY:
KEVIN W. NOLL, L.S.
A TO Z LAND SURVEYING
23499 SW D ROAD
JETMORE, KANSAS 67854
PHONE: (M) 620-339-6635
JOB # 22-22

PAGE 1 OF 2



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: August 21, 2023

Subject: Approval of quotes for Infrastructure Improvements for United Village Sub-Division, PL 2204

Agenda Item: New Business

Purpose: The installation of infrastructure in the United Village Subdivision will open approximately 208 lots for development.

Recommendation: Approve the quotes from Kansas Dirt, Inc. for earthwork and storm sewer installation in the amount of \$838,129.74 and the quote from Building Solutions, LLC for the installation of sanitary sewer, water, paving, and RCB in the amount of \$5,712,196.50. These two quotes combined will completed the construction of all the necessary infrastructure for the United Village Subdivision.

Background: The City has been working with the Developer of the United Village Subdivision to develop the infrastructure plans for water, sewer, storm sewer, streets, and RCB to service this new development. This project is part of the RHID Program. The Developer requested quotes for the construction of the infrastructure from several contractors. Kansas Dirt, Inc. and Building Solutions, LLC teamed together to provide the low total quote of \$6,550,326.24.

The developer did receive quotes from two contractors for the complete project, MJE LLC in the amount of \$8,015,630.00 and a quote from APAC Kansas, Shears Division in the amount of \$8,601,769.20, however APAC Shears Division, bid asphalt as the street pavement instead of concrete. The quotes from Morgan Brothers Construction and Andale Construction were for pavement only.

The City's Engineer's Estimate for the project was \$7,220,617.50. The Developer's Estimate for the project was \$8,304,471.00. The quote is \$670,291.26 or 9.28% below the Engineer's Estimate and \$1,754,144.76 or 26.78% below the Consultant's Estimate. There are 207 Lots in the United Village development. The cost per lot for infrastructure will be \$31,644.09.

City Commission Options:

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

Financial Considerations:

Amount \$: 6,550,326.24

Fund:

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: The City will be entering into a contract with Kansas Dirt Inc. and Building Solutions, LLC and will be bound by the provisions of this contract.

Mission/Values: Approving this quote for infrastructure installation of the United Village Subdivision aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Quote Tab and Propose Plat of United Village Subdivision

Approved for the Agenda by:

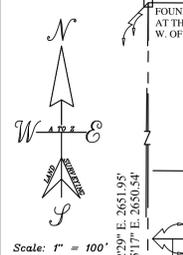
Handwritten signature of Ray Slattery, PE in blue ink.

Ray Slattery, Dir. Of Engineering Services

FINAL PLAT OF: UNITED VILLAGE ADDITION TO THE CITY OF DODGE CITY, KANSAS

BEESON ROAD S. 89°49'52" E. 2645.10'

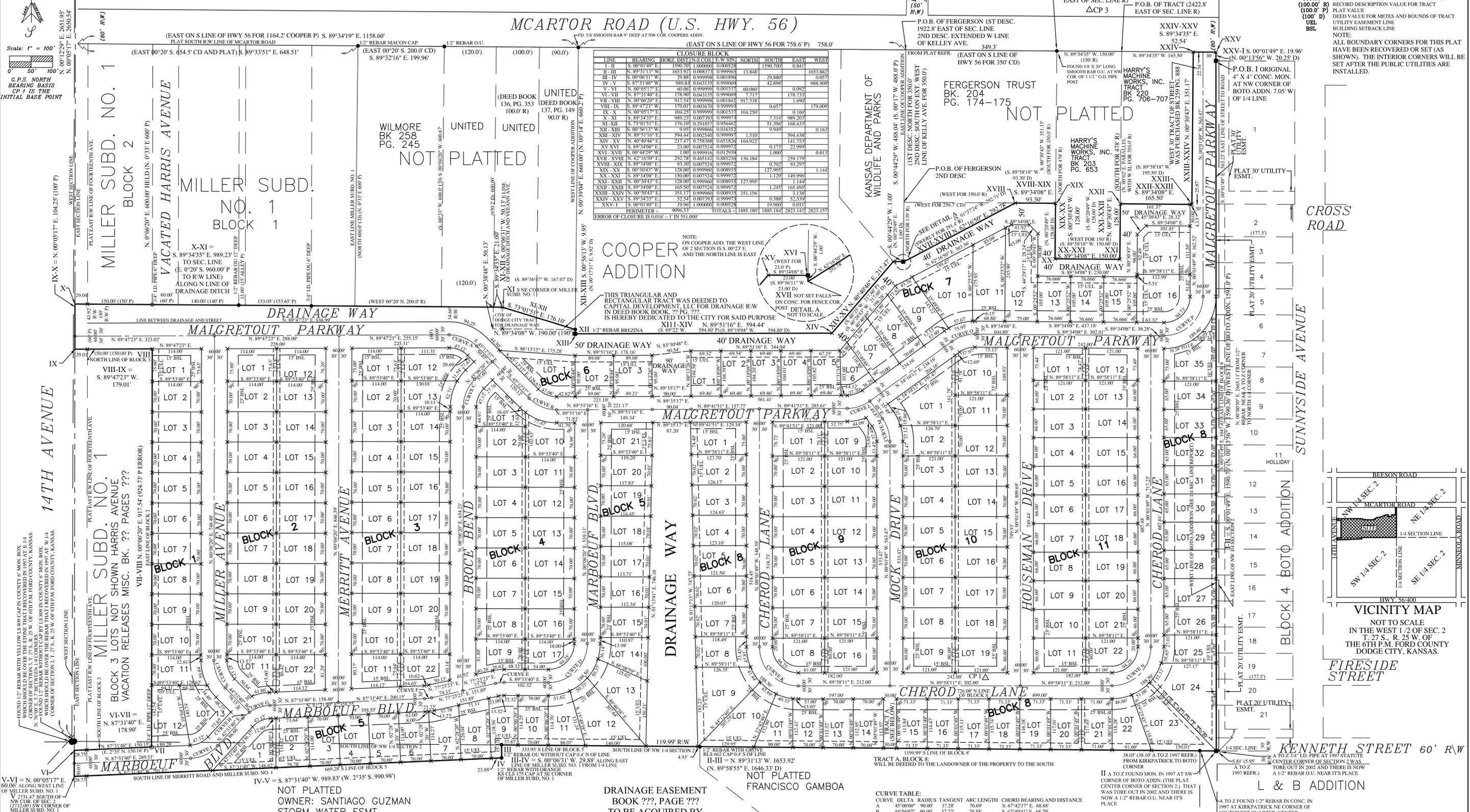
MCARTOR ROAD (U.S. HWY. 56)



Scale: 1" = 100'
C.P.S. NORTH BEARING BASIS
CP #1 IS THE INITIAL BASE POINT

LEGEND

- FOUND SURVEY MON. (AS LABELED)
- FOUND PIPE FROM MILLERS SUBD. NO. 1
- CENTERLINE OF STREET (WAS NOT SET)
- SET 3/4" I.D. X 24" LONG PIPE WITH ORANGE A TO Z LS 1053 SURVEY CAP
- SURVEY CONTROL POINT (CP)
- FOUND PLAT ORIGINAL 4" X 4" CONC. SURVEY MON.
- FOUND SECTION OR 1/4 SEC. CORNER
- FOUND MONUMENT IS UNKNOWN
- MEASURED VALUE (TRIMBLE 4700 AND R105)
- RECORD DESCRIPTION VALUE FOR TRACT
- DEED VALUE FOR METES AND BOUNDS OF TRACT
- UTILITY EASEMENT LINE
- BUILDING SETBACK LINE
- NOTE:
- ALL BOUNDARY CORNERS FOR THIS PLAT HAVE BEEN RECOVERED OR SET (AS SHOWN). THE INTERIOR CORNERS WILL BE SET AFTER THE PUBLIC UTILITIES ARE INSTALLED.



DATE OF TOPOGRAPHY: MAY - NOV., 2022
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SITE CIPS:
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NOT PLATTED
OWNER: SANTIAGO GUZMAN
STORM WATER ESMT.
MISC. BK. ??? PAGE ???

DRAINAGE EASEMENT
BOOK ???, PAGE ???
TO BE ACQUIRED BY DEVELOPER

NOT PLATTED
FRANCISCO GAMBOA

CURVE TABLE:

CURVE	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD BEARING AND DISTANCE
A	45°00'00"	90.00	37.28	70.69	S. 67°42'37" E. 68.88'
B	44°56'07"	90.00	37.22	70.58	S. 67°40'41" E. 68.79'
C	45°00'00"	90.00	37.28	70.69	N. 22°36'20" E. 68.88'
D	89°00'00"	90.00	90.00	141.37	N. 45°00'20" E. 127.28'
E	12°42'57"	90.00	10.03	19.97	N. 83°44'52" E. 19.93'
F	10°08'17"	90.00	7.98	15.92	N. 82°27'32" E. 15.90'
G	32°18'39"	90.00	26.07	50.76	N. 71°22'21" E. 50.88'
H	12°42'57"	90.00	10.01	19.93	N. 48°52'21" E. 19.89'
I	45°00'00"	90.00	37.28	70.69	N. 65°01'40" E. 68.88'
J	45°00'00"	90.00	37.28	70.69	N. 22°34'40" E. 68.88'
K	89°00'00"	90.00	90.00	141.37	N. 45°01'49" W. 127.28'
L	35°31'19"	90.00	28.83	55.81	N. 71°56'01" E. 54.92'
M	35°47'59"	90.00	29.07	56.23	N. 17°58'49" W. 55.32'
N	89°00'00"	90.00	90.00	141.37	N. 44°58'11" E. 127.28'
O	36°15'40"	90.00	29.47	52.96	N. 72°18'02" E. 56.01'
P	90°27'41"	90.00	90.73	142.10	N. 45°12'02" E. 127.79'

VICINITY MAP
NOT TO SCALE
IN THE WEST 1/2 OF SEC. 2
T. 27 S., R. 25 W. OF
THE 6TH P.M. FORD COUNTY
DODGE CITY, KANSAS.

FIRESIDE STREET

KENNETH STREET 60' RW

L & B ADDITION

REVIEW COPY ONLY
7-3-2023

SURVEY & DRAWING BY:
KEVIN W. NOLL, L.S.
A TO Z LAND SURVEYING
23499 SW D ROAD
JETMORE, KANSAS 67854
PHONE: (M) 620-339-6635
JOB # 22-22

PAGE 1 OF 2



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: August 21, 2023
Subject: Legends Parking Lot Repairs, PK 2202
Agenda Item: New Business

Purpose: The purpose of this project is to repair the main driving aisle of the parking lot that is deteriorating due to the grade and setting water. The replacement pavement will be concrete for these reasons and the amount of traffic the main driving aisle sees. In the future all the main drive will be converted to concrete.

Recommendation: Staff would recommend approving the bid from DTD Construction, Inc. in the amount of \$66,920.55, since they can start as soon as contracts are returned and have the project completed this year. The bid from DTD Construction Inc. is \$1,779.80 higher than the low bid from Building Solutions, LLC of \$65,140.75.

Background: The main drive pavement in the Legends Parking Lot has deteriorated over time and is need of replacement. The pavement has development potholes and raveling of the surface material. Some of this can be contributed to the age as the parking lot is close to 24 years old. Also, this section of the parking lot flattens out and tends to hold water. This is the reason for replacing the pavement with concrete pavement.

Bids were opened at 2:00pm on August 16, 2023. Three bids were received and opened. The low bid from Building Solutions, LLC, one from DTD Construction, Inc., and from South Central Sealing, Inc. in the amount of \$138,684.65. The engineer's estimate was \$72,873.50. Building Solutions, LLC's tentative start date is February 12, 2024. The project is to be completed by March 15, 2024.

City Commission Options:

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

Financial Considerations:

Amount \$: \$65,140.75

Fund: 11252710 441010

Budgeted Expense Grant Bonds Other – WND Sales Tax

Legal Considerations: By approving this bid from DTD Construction, Inc. the City will enter into a contract with DTD Construction, Inc. and be responsible to make payments the DTD Construction, Inc. for the completed work.

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

Attachments: Bid Tab

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

