

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, December 2, 2024

7:00 p.m.

MEETING # 5296

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Steve Ormord of First Baptist Church

PLEDGE OF ALLEGIENCE

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 Joint City/County Commission Meeting Minutes, November 18, 2024.
2. Approval of City Commission Meeting Minutes, November 18, 2024.
3. Appropriation, Ordinance No.23, December 2, 2024.
4. Cereal Malt Beverage License:
 - a. Panadaria La Tapatia, 614 E. Wyatt Earp Blvd. (on file in city clerk's office).
5. Approval of the HHC Properties Ltd.'s Industrial Revenue Bonds Redemption.
6. Approval of Quitclaim Deed for a Tract of Land in Lot 3, Block 4, in Orebaugh Addition No. 3.
7. Approval of Hennessey Hall Space Lease Agreement with KLETC (Kansas Law Enforcement Training Center).

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of LOI for Development Services with Iron Horse Development. Report by Nick Hernandez, City Manager.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Joint City of Dodge City/Ford County Meeting Minutes
Monday, November 18, 2024
City Commission Chambers/ City Hall
806 N. 2nd Avenue
6:00 P.M.
Meeting #5294

CALL TO ORDER:

City of Dodge City: Mayor Chuck Taylor, Commissioners Jeff Reinert, Michael Burns, Daniel Pogue, Rick Sowers joined at 6:15 pm.

Ford County: Chairman Chris Boys, Commissioner Shawn Tasset, Ken Snook was reported absent.

NEW BUSINESS:

- “Why Not Dodge” Sales Tax Budget Approval.

City of Dodge City: Commissioner Michael Burns made a motion to accept the “Why Not Dodge” Sales Tax Budget Commissioner Rick Sowers seconded the motion. The motion carried 5- 0.

Ford County: Commissioner Shawn Tasset made a motion to accept the “Why Not Dodge” Sales Tax Budget. Commissioner Chris Boys seconded the motion. The motion carried 2 - 0.

- VenuWorks Management Agreement Approval.

City of Dodge City: Commissioner Daniel Pogue made a motion to accept the management agreement with VenuWorks. Commissioner. Jeff Reinert seconded the motion. The motion carried 5 - 0.

Ford County: Commissioner Chris Boys made a motion to accept the management agreement with VenuWorks. Commissioner Shawn Tasset seconded the motion. The motion carried 2 – 0.

- CFAB Organizational Funding Requests Approval.

City of Dodge City: Commissioner Jeff Reinert made a motion to accept the CFAB organizational funding requests in the amount of \$110,000. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

Ford County: Commissioner Shawn Tasset made a motion to accept the CFAB organizational funding requests as presented. Commissioner Chris Boys seconded the motion. The motion carried 2 – 0.

- Long Branch Lagoon Water Park Pumps and Motors Project Approval.

City of Dodge City: Commissioner Jeff Reinert made a motion to approve the bid from JCI Industries in the amount of \$34,202 for the Long Branch Lagoon Water Park Pumps and Motors Project Approval. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

Ford County: Commissioner Shawn Tasset made a motion to approve the bid from JCI Industries for the Long Branch Lagoon Water Park Pumps and Motors Project. Commissioner Chris Boys seconded the motion. The motion carried 2 – 0.

ADJOURNMENT:

City of Dodge City: Commissioner Michael Burns made a motion to adjourn. Commissioner Jeff Reinert seconded the motion. The motion carried 5 – 0.

Ford County: Commissioner Shawn Tasset made a motion to adjourn. Commissioner Chris Boys seconded the motion. The motion carried 2 – 0.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers
806 N 2nd Avenue, Dodge City, KS

Monday, November 18, 2024

7:00 p.m.

MEETING # 5295

CALL TO ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Jeff Reinert, Rick Sowers, Michael Burns, Daniel Pogue.

INVOCATION BY Pastor Mason Smith of the First Church of God

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Chuck Taylor moved to amend the agenda adding the Safety Spotlight Award to the Visitors Section. Commissioner Daniel Pogue made a motion to approve the agenda with the addition of the Safety Spotlight Award. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

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

Eliel Marin was recognized for the safety spotlight award. Director of Administration, Ryan Reid, spoke on behalf of the recognition. The Safety Spotlight award is given to city employees that make a safer and productive work environment for everyone in the workplace. Public Works Director, Corey Keller, Director of Public Works wanted to thank Eliel and recognized him for his service as the airport manager who administers the airport safety program. Corey presented Eliel with a certificate and gift card. Congratulations to Eliel.

Larry & Lizanne Sugart owners of Boot Hill Antiques asked the city for assistance for their small business which is down by 60% due to the construction. They have been affected by the construction going on downtown during the shopping time at Christmas season .

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, November 4, 2024.
2. Appropriation, Ordinance No.24, November 18, 2024.
3. Cereal Malt Beverage License:
 - a. Restaurant Monja Blanca LLC, 1208 E Wyatt Earp Blvd.
 - b. Dodge City Community College, 2501 N. 14th Avenue.

(on file in City Clerk's Office)

4. Approve Payment for Temporary Construction and Permanent Easements for Gunsmoke/Comanche Street Trail Extension.

Commissioner Michael Burns made a motion to approve the consent calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Resolution No 2024-22: A Resolution authorizing payment of 2024 year end retention stipend to qualified employees was approved on a motion by Commissioner Rick Sowers. Commissioner Jeff Reinert seconded the motion. The motion carried 5 – 0.

Resolution No. 2024-23: A Resolution of the Governing Body of the City of Dodge City, Kansas adopting a Title VI Policy was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESS

EXECUTIVE SESSION

Discussions Relating to the Acquisition of Real Property.

Mayor Taylor moved to recess into executive session. At 7:25 pm. Commissioner Jeff Reinert moved to adjourn into Executive Session pursuant to the exception found in K.S. A. 75-4319(b)(6). The justification to closing the meeting is to hold preliminary discussion for acquisition of real property. The open meeting will resume in 15 minutes at 7:35 pm. The meeting will include Commissioners, Chuck Taylor, Jeff Reinert, Rick Sowers, Michael Burns, Daniel Pogue, City Manager, Nick Hernandez, City Attorney, Brad Ralph. Commissioner Michael Burns seconded the motion. Motion carried unanimously. The Commission may take action upon returning to open session and prior to adjournment.

Commissioner Rick Sowers moved to close the executive session. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

The open meeting reconvened to regular session at 7:38 pm.

City Manager, Nick Hernandez asked the commission for open discussion and for approval to purchase of 619 N. 2nd Avenue from DW Skyrise in the amount of \$480,000 and to authorize Attorney Brad Ralph to finalize the agreement with DW Skyrise and allow the Mayor to execute a real estate purchase. There was discussion on the building. This was brought to the commission for approval in September 2024 and was tabled at the time. Commissioner Rick Sowers made a motion to approve the purchase and to authorize city attorney Brad Ralph to finalize the agreement with DW Skyrise. Commissioner Jeff Reinert seconded the motion. The motion carried 5 – 0.

NEW BUSINESS

1. Commissioner Michael Burns made a motion to approve Amendment #4 to the Jacobs Agreement of Operation, Maintenance and Services for Operation for the calendar year 2025 in the amount of \$3,025,180.21. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
2. Commissioner Daniel Pogue moved to approve the bid from DTD Construction in the amount of \$186,289.32 for the necessary repairs/reconstruction of Legend's Park Softball Complex parking lot. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
3. Commissioner Rick Sowers made a motion to approve the Plat for Summerlon Addition Phase VIII. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
4. Commissioner Michael Burns made a motion to approve the proposal from Geotechnical Intertec Corporation in the amount of \$190,657 for a geotechnical evaluation of the Anaerobic Cell No.4 to determine the cause of the failure at the Wastewater Treatment Plant. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
5. Commissioner Rick Sowers made a motion to approve the Submission of Applications for the 5311 Public Transportation Local Match Financial Commitment Grant Letters. 566,12 Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS**STAFF REPORTS****EXECUTIVE SESSION**

Mayor Chuck Taylor moved to recess into executive session.

At 8:25pm Commissioner Jeff Reinert moved to adjourn into Executive Session pursuant to the personnel matters of Non-Elected Personnel exception found in K.S. A. 75-4319(b)(1). The justification to closing the meeting is to protect the privacy of the individual to be discussed. The meeting open meeting will resume in 10 minutes at 8:35 pm. The meeting will include Commissioners, Chuck Taylor, Jeff Reinert, Rick Sowers, Michael Burns, Daniel Pogue, City Attorney, Paige Gilmore. Commissioner Rick Sowers seconded the motion. The commission will take action upon returning to open session and prior to adjournment. Motion carried 4 – 0 with Burns away at the time of the vote. Commissioner Rick Sowers moves to extend the executive session for 15 minutes more to 8:50 pm. Commissioner Michael Burns seconds.

The open meeting reconvened to regular session at 8:50 pm.

Commissioner Michael Burns made a motion to renew the employment agreement with Nicholas Hernandez, City Manager with the City of Dodge City by awarding a 3% merit raise to take effect at the next pay period and continuing until the next employment agreement a onetime cash bonus of \$15,000. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting, Commissioner Jeff Reinert the motion. Motion carried unanimously.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: November 25, 2024
Subject: HCC Properties Ltd.'s IRB Redemption
Agenda Item: Consent

Recommendation: Approve redemption of \$299,950,000 of Industrial Revenue Bonds issued for the Hilmar Cheese Project, leaving \$50,000 outstanding.

Background: At the October 7, 2024 commission meeting it was approved to issue Industrial Revenue Bonds in the amount of \$300,000,000 for construction of the Hilmar Cheese Plant. HCC Properties Ltd. is the owner of the bonds. Companies that own their own bonds may request a reduction in the outstanding principal amount for a number of reasons, but the primary reason is it is easier to explain a smaller principal amount on financial statements to future lenders, shareholders/members, and other interested parties. On the current financial statements for HCC Properties, Ltd., they show an asset of \$300,000,000 in bonds and a liability of \$300,000,000. They would prefer to show an asset of \$50,000 and a \$50,000 liability.

The Board of Tax Appeals requires that some of the bonds must remain outstanding as long as the property is eligible for a property tax exemption, which in this case is through 12/31/2034. There is no requirement that all of the bonds must remain outstanding for any period of time after the bonds are issued.

City Commission Options:

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

Financial Considerations: There is no liability to the City on the bonds, so it will not impact the City financially.

Legal Considerations: All legal considerations have been met by documents provided by Gilmore & Bell.

Mission/Values: We value progress, growth and new possibilities.

Attachments: Letter from HCC Properties, Ltd. requesting redemption.

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

HCC PROPERTIES, LTD.

8901 North Lander Avenue P.O. Box 910 Hilmar, CA 95324 T: 209.667.6076

November 3, 2024

City of Dodge City, Kansas
Dodge City, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Re: City of Dodge City, Kansas
Taxable Industrial Revenue Bonds, Series 2024
(Hilmar Cheese Project) (the "Bonds")

Ladies and Gentlemen:

The Bonds maturing on December 31, 2034 in the aggregate principal amount not to exceed \$300,000,000 are subject to redemption in whole or in part on or after October 23, 2024 upon our instructions to you.

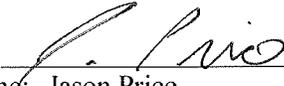
HCC Properties LTD. hereby instructs you to call for redemption Bonds in the amount of \$299,950,000 of the outstanding Bonds on December 4, 2024. After redemption, the Bonds will remain outstanding in the principal amount of \$50,000.

HCC Properties LTD., as sole owner of all of the outstanding Bonds, waives all requirements of notice of redemption pursuant the Bond and the Trust Indenture dated as of October 1, 2024, between the City of Dodge City, Kansas, as Issuer, and Security Bank of Kansas City, as Trustee.

Very truly yours,

HCC Properties LTD., a California Limited Partnership

By: HCC Properties Corporation, its general partner

By: 
Name: Jason Price
Title: Chief Financial Officer

APPROVED AND ACCEPTED:

City of Dodge City, Kansas

By: _____
Chuck Taylor, Mayor



Memorandum

To: City Commissioners and City Manager Nick Hernandez
From: Paige Gilmore, City Attorney
Date: December 2, 2024
Subject: Quitclaim Deed to Dan Stecklein
Agenda Item: Consent

Purpose: Approval of quitclaim deed to Dan Stecklein.

Recommendation: Staff recommends approval of the quitclaim deed.

Background: This property was previously used by the City for the “North Dodge” Sanitary Sewer Lift Station. Although the construction plans are not dated, the City Engineering department believes this lift station was constructed shortly after the Orebaugh Addition No. 3 plat that was approved in 1960. This North Dodge Lift Station was used until the Avenue A Lift Station was constructed in the early 1970s. Once operations started at the Avenue A Lift Station, this lift station, building, and wet well, were abandoned. This abandoned building and 30-foot deep well remained abandoned for several years. At some point, the City must have agreed to allow the adjacent homeowner to use the building for storage. The homeowner built a wooden platform over the wet well access hole to prevent anything from falling into the wet well. In 2005, the adjacent property was sold to the Steckleins. The Steckleins did not want to use the building and did not use the building. The building and wet well again sat abandoned. More recently, however, children started to trespass into the building. There were concerns of someone getting hurt by falling into the wet well. Mr. Stecklein approached the City about demolishing the lift station. The City agreed and the wet well was filled and the building demolished. Mr. Stecklein inquired about obtaining the property since it was taken from the lot owned by the Steckleins originally. Administration agreed, however, the deeding of the property has yet to take place. Mr. Stecklein has been taking care of the property since that time. Earlier this year, in 2024, a tree on the lift station property needed to be removed. During the removal, it was discovered that the tree had grown around an old water hydrant from the lift station days. Mr. Stecklein called the Engineering Department to determine if the hydrant was live or not. It was determined the hydrant was not connected to any water supply and could be removed. Mr. Stecklein then again inquired about the property. Again, Administration agreed the property should be deeded to Mr. Stecklein. A legal description of the property was completed in addition to the drafting of a quitclaim deed, which is now ready to be approved.

City Commission Options:

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

Financial Considerations: n/a -- approval of this form will not obligate the City financially.

Legal Considerations: This deed has been reviewed by the City Attorney and approved as to form. This deed would transfer ownership of the property to Dan Stecklein.

Mission/Values: This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

Attachments: Quitclaim Deed

Approved for the Agenda by:

Paige Gilmore, City Attorney

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this _____ day of _____, 2024, by the CITY OF DODGE CITY, a municipal corporation, whose address is 100 Chaffin Road, Dodge City, KS, (hereinafter referred to as the "Grantor"), to DAN STECKLEIN, an individual, whose address is 2404 Post Avenue, Dodge City, Kansas, (hereinafter referred to as the "Grantee"),

WITNESSETH, That the Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby QUITCLAIM to the said Grantee, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land situated in the County of Ford, State of Kansas, described and shown in the attached **Exhibit A** to-wit:

A tract of land in Lot 3, Block 4, in Orebaugh Addition No. 3, Dodge City, Kansas described as follows:

Beginning at the Northeast Corner of said Lot 3; thence
S 00°31'56" W 60.00 feet along the West Line of said Lot 3; thence
N 86°19'17" W 50.00 feet; thence
N 00°26'03" E 44.00 feet to the North Line of said Lot 3; thence
Along the North Line of said Lot 3, on a curve to the left with a radius 924.00 feet, an arc distance of 51.73 feet, chord being N 75°41'02" E 51.73 feet to the point of beginning, containing 2,586 square feet. Tim Sloan, PS 783, October 1, 2024.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same, with no warranty, express or implied, including but not limited to any warranty as to title or encumbrances. The Grantor makes no representation as to the status of the title or any claims thereto and disclaims all liability with respect thereto. IN WITNESS WHEREOF, this QUITCLAIM DEED has been executed by the duly authorized officer of the CITY OF DODGE CITY, this _____ day of _____, 2024.

Grantor:
CITY OF DODGE CITY, KANSAS

By: _____
Chuck Taylor, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Connie Marquez, City Clerk

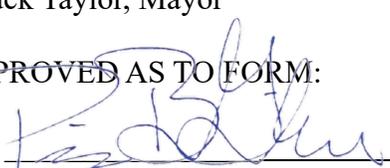
By:  _____
Paige Gilmore, City Attorney

Exhibit A

Description:

A tract of land in Lot 3, Block 4, in Orebaugh Addition No. 3, Dodge City, Kansas described as follows:

Beginning at the Northeast Corner of said Lot 3; thence
S 00°31'56" W 60.00 feet along the West Line of said Lot 3; thence
N 86°19'17" W 50.00 feet; thence
N 00°26'03" E 44.00 feet to the North Line of said Lot 3; thence
Along the North Line of said Lot 3, on a curve to the left with a radius 924.00 feet, an arc distance of
51.73 feet, chord being N 75°41'02" E 51.73 feet to the point of beginning, containing 2,586 square feet.
Tim Sloan, PS 783, October 1, 2024.

Subject to easements and restrictions of record.



Tim Sloan, PS
SMH Consultants

PRINTER

Prepared by: Sloan & Meier Surveyors #CGDS08939
Area-Summary 24090358 10/01/24 13:06:37 Factor: 1.0000000

TEMPFILE.PTS: TRACT IN LOT 3, BLK 4

Point	Int-Angle	Bearing	Distance	Point	North	East
42		S 00-31-56 W	60.00	44	1720902.034	873216.872
44	86-51-13	N 86-19-17 W	50.00	45	1720905.242	873166.975
45	93-14-40	N 00-26-03 E	44.00	46	1720949.241	873167.308

RAD: 924.00 LEN: 51.73 TAN: 25.87 CEN.ANG: 3-12-29
CHORD: 51.73 MO: 0.36 EXT: 0.36 DEGREE: 6-12-03
SEG: 12 TRI: 23889 SEC: 23901
RPT.: -43

46	193-08-47	N 12-42-44 W	924.00	43	1721850.592	872963.981
43	3-12-29	S 15-55-13 E	924.00	42	1720962.033	873217.432
46	104-45-01	N 75-41-02 E	51.73	42	1720962.033	873217.432
42	75-09-06					

Perimeter: 205.73 Accum.Perimeter: 205.73

Approx: Sq.Feet: 2586 Acres: 0.06
Approx: Accum. - Sq.Feet: 2586 Acres: 0.06

Correct End - N: 1720962.032 E: 873217.429
Calc. End - N: 1720962.033 E: 873217.432
Error - N: 0.00 E: 0.00 Total: 0.00 Brg: S 76-02-13 W
Distance Traversed: 205.73 Closure: 74327

FROM
Patsy D Foster
TO
Daniel G Stecklein
2407 West Dodge City, KS 67101

2005 THIS DEED, Made this 15TH day of AUGUST, between

PATSY D FOSTER, A SINGLE PERSON

Entered in Transfer Record in my office, this *15th* day of *August* 2005
Patricia Wells
County Clerk

of FORD County, in the State of KANSAS as first party, and

DANIEL G STECKLEIN AND DENICE L STECKLEIN

STATE OF KANSAS, FORD county, } ss

This instrument was filed for record on the 6 day of *September* 2005, at 11:10 o'clock A M, and duly recorded in Book 226 of Deeds, at page 476

of FORD County, in the State of KANSAS as joint tenants with the right of survivorship and not as tenants in common, as second parties,

WITNESSETH In consideration of the sum of NO TEN----- and 100 DOLLARS,

Brenda Logan
Register of Deeds

By _____ Deputy

the receipt of which is hereby acknowledged, first part hereby convey and warrant unto second parties, as joint tenants with the right of survivorship and not as tenants in common, all the following described real estate situated in the County of FORD State of KANSAS, to wit

REGISTER OF DEEDS
OFFICIAL FEES
Register of Deeds, for recording, \$ 8.00
County Clerk for Transfer, \$ _____
Total, \$ 8.00

All of Lot Three (3), Block Four (4), in Orebaugh Addition No 3, to Dodge City, Kansas, according to the recorded plat thereof, EXCEPT that part of said Lot Three (3), described as follows

Beginning at the Northeast corner of said Lot Three (3), thence South 60 feet, thence North 44 feet to the North line of said Lot Three (3), thence East along the North line of said Lot Three (3) to the point of beginning *thence West 50 feet;

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, as joint tenants, the survivor to take the whole estate
First part Y, for HERSELF, HER heirs, executors and administrators do hereby covenant, promise and agree to and with second parties that at the delivery of these presents SHE IS lawfully seized in HER own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above described premises together with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, estates, taxes, assessments and incumbrances of what nature or kind so ever, except, EASEMENTS, RESTRICTIONS AND SPECIAL ASSESSMENTS OF RECORD, IF ANY

and that SHE will WARRANT AND FOREVER DEFEND the same unto second parties, as joint tenants with the right of survivorship and not as tenants in common, and the heirs and assigns of the survivor of them, against first part Y, SHE heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same

IN WITNESS WHEREOF, first part Y, HAS hereunto set HER hand, the day and year first above written

Patsy D Foster
PATSY D FOSTER

STATE OF KANSAS, FORD COUNTY, ss
BE IT REMEMBERED, That on this 15th day of August 2005, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came

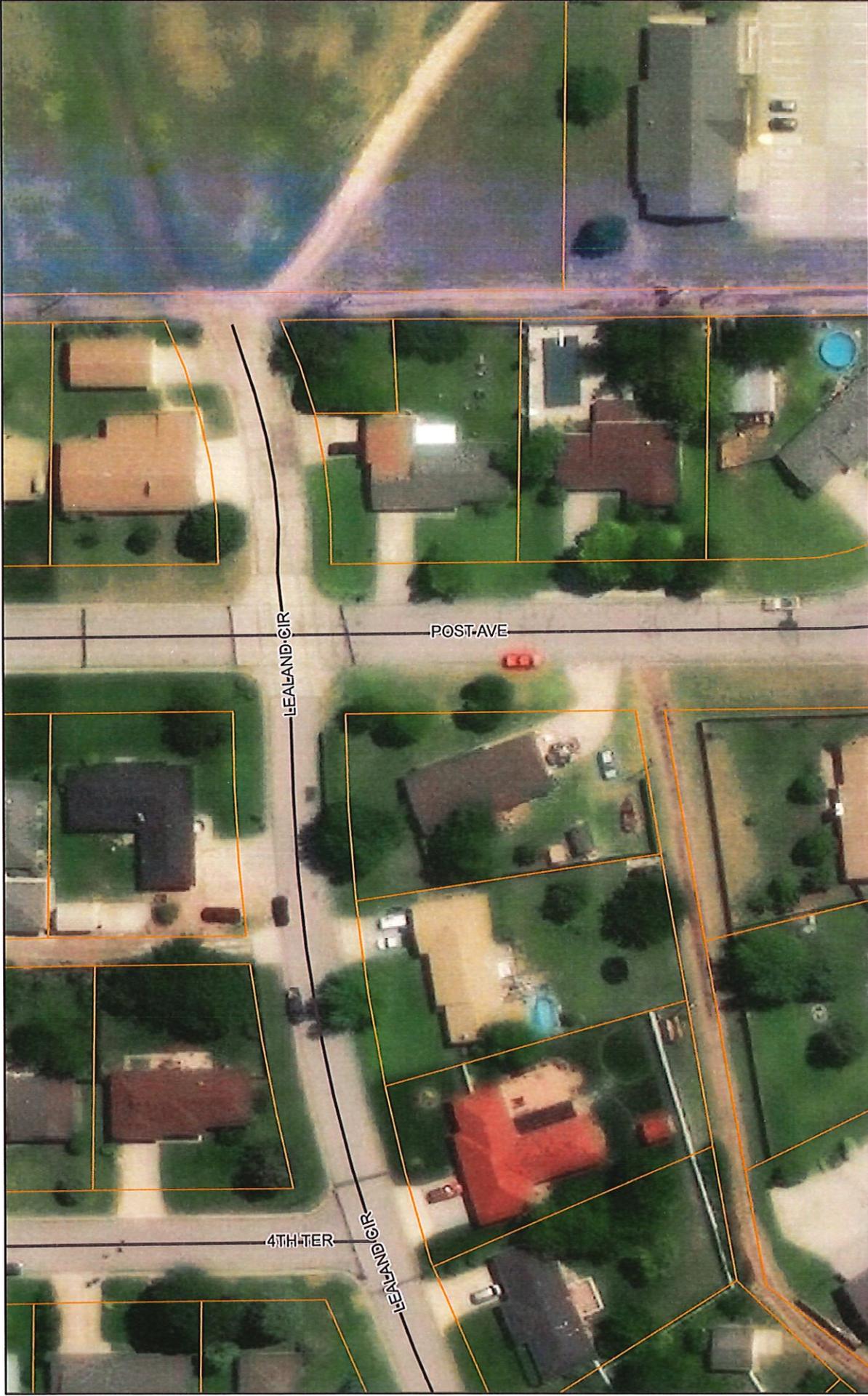
NOTARY PUBLIC - State of Kansas
JANIS G. ACKERMAN
My Appt Exp 12-03-05
PATSY D FOSTER, A SINGLE PERSON who IS personally known to me to be the same person who executed the foregoing deed, and duly acknowledged the execution of the same

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written

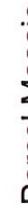
My appointment expires (SEAL) 12-03-05

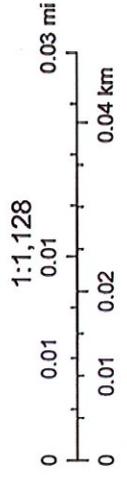
Janis G. Ackerman
Notary Public

ArcGIS Web Map



10/1/2024, 1:45:14 PM

-  Road Centerlines
-  City Boundaries
-  Section Township Range
-  Parcel Mosaic
-  County Boundary



Maxar, Microsoft



Memorandum

To: City Commission

From: Kevin Israel, Director of Construction and Facilities and Melissa McCoy, Assistant City Manager

Date: December 2, 2024

Subject: Approval of KLETC lease renewal

Agenda Item: Consent Calendar

Purpose: Renew the existing lease with the University of Kansas Law Enforcement Training Center (KLETC) for an additional five-year term.

Recommendation: Staff recommend approving the lease renewal with the KU Kansas Law Enforcement Training Center (KLETC) for space at Hennessy Hall.

Background: KLETC has been a tenant in good standing during their first rental term that began in 2020. They provide essential training services for regional law enforcement including the Dodge City Police Department and Ford County Sheriff's Department. Their classroom space is located on the ground floor of Hennessy Hall and is one of KLETC's eight training locations in Kansas and the only one in Southwest Kansas.

City Commission Options:

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

Financial Considerations: During this Lease, KLETC will pay the City an annual rent of \$28,314 per year (\$2,359.50 per month) representing a square footage rental rate of approximately \$13.00 per square foot, commencing on the first day of January 2025.

Legal Considerations: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for five years. The lease agreement was approved by the city attorney and by KLETC.

Mission/Values: This lease agreement is consistent with the City's core purpose of Ongoing Improvement.

Attachments:

KLETC Lease Renewal

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "Melissa R. McCoy".

Melissa R. McCoy, Assistant City Manager

January 1, 2025

**HENNESSEY HALL
LEASE AGREEMENT
Kansas Law Enforcement Training Center (KLETC)**

This lease agreement (this "Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "CITY"), and the University of Kansas – Kansas Law Enforcement Training Center (KLETC), a Kansas not-for-profit corporation, (the "TENANT").

In consideration of the mutual promises and covenants of the parties as set forth herein, the CITY and TENANT agree as follows:

1. **LEASED PREMISES:** The CITY hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. Attached hereto as Exhibit "B" are the specifications of the TENANT space. That portion of Hennessey Hall hereby leased to TENANT is comprised of approximately 2,178 square feet. Exhibits A and B attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises."
2. **TERM:** The term of this lease shall begin on January 1, 2025 and shall continue until December 31, 2030 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. Additional extensions of the lease may be agreed upon by mutual consent of the parties.
3. **LEASE RENTAL:** During this Lease, the TENANT shall pay the CITY annual rental in the amount of \$28,314 per year, representing a square footage rental rate of approximately \$13.00 per square foot, said annual amount to be paid in equal advance monthly installments of \$2,359.50 commencing on the first day of January, 2025, and continuing monthly thereafter for the duration of the Lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT.** It is agreed by the parties that in addition to the base rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the CITY'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, Hennessey Hall is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this Lease; provided, however, that in the event Hennessey Hall is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the CITY for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the Lease are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the TENANT'S basis on a percentage that the leased premises covered by this Lease bears to the total usable space in Hennessey Hall. It is agreed that the leased premises is 2,178 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is five and seven-tenths percent (5.7%).

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 5.7% percent, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by 2,178 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than One dollar and twenty-five cents (\$1.25) per square foot for any one year.
 - (c) The adjusted base rent figure, as provided above, shall be due and payable to the CITY in monthly installments commencing on January 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "base year" shall be the taxes and utility costs attributable to Hennessey Hall for the calendar year 2024.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this Lease the CITY shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of Hennessey Hall and shall be responsible for repairs necessitated by structural defects of the building. In addition, the CITY shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. The CITY shall maintain all portions of the area adjoining Hennessey Hall including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions. The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.
6. **JANITORIAL SERVICES:** The CITY shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.
7. **TAXES:** The CITY shall pay all real estate taxes (including special assessments) on Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
8. **USE:** The TENANT shall use and occupy the leased premises for the operation of the Kansas Law Enforcement Training Center (KLETC). The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the CITY.
9. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this Lease, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the CITY as to the existing condition of the leased premises.

Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by

the TENANT, subject, however, to the prior written approval of the CITY, which approval shall not be unreasonably withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the CITY harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense. In no event, however, shall tenant's indemnity obligation set forth in this section exceed the terms, conditions, or liability under the Kansas Tort Claims Act (K.S.A. 75-6101 ET SEQ.).

10. **TERMINATION BY CITY:** In the event of the sale by the CITY of Hennessey Hall which includes the lease premises to a third party, the CITY shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date. In the event of such termination by the CITY, the CITY will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of this Lease as set forth herein. In the event of a termination of this Lease by the CITY, by reason of the sale of Hennessey Hall to a third party as provided above, the CITY will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

If the termination occurs during the year in which the improvements were made, reimbursement shall be one hundred percent (100%) of the actual cost of improvements;

If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be sixty-six percent (66%) of the actual cost of such improvements;

If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be thirty-three percent (33%) of the actual cost of such improvements;

If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

11. **CASUALTY INSURANCE:** The CITY agrees to keep the leased building facility insured for the benefit of the CITY against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment and inventory.
12. **TENANT LIABILITY:** Pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* (the "Act"), the State of Kansas has assumed liability for the negligent or wrongful acts and omissions of its employees and agents acting within the scope of their responsibilities on behalf of the State of Kansas, as outlined in that Act. This includes TENANT, who is self-insured for any such claims. The liability for claims within the scope of the Act may not exceed Five Hundred Thousand Dollars (\$500,000) per occurrence. TENANT will remain covered by the Act for the duration of this Agreement. Further, the State is required to indemnify its employees against damages for injury or damages proximately caused by the employee's acts or omissions. CITY shall have the right to seek an order from a court of competent jurisdiction requiring TENANT

indemnify it for any and all claims, causes of action, or losses which may be asserted against the CITY by reason of the TENANT's use of the lease premises under the terms and conditions of this lease. TENANT shall have the right to challenge such order to the extent that it believes that it is not liable for such claims, causes of action, or losses under the Act.

13. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the CITY, the CITY, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The CITY'S responsibility in this respect should be limited to the amount of insurance proceeds received by the CITY because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this Lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this Lease shall be subject to cancellation at the option of the CITY by giving TENANT written notice of cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the CITY shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of CITY'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.
14. **UTILITIES:** The CITY shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
15. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this Lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the CITY in each such incident. The written consent of the CITY to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the CITY to any further assignment or subletting.
16. **ASSIGNMENT BY CITY:** The CITY shall have the right to assign this Lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the CITY and its assignee of any obligation incumbent upon it under the provisions of this Lease, and the same shall be binding on the CITY'S assignee.
17. **RULES AND REGULATIONS:** The CITY reserves the right to promulgate rules and regulations concerning occupancy of Hennessey Hall. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this Lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by

January 1, 2025

the party in writing. The CITY hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, KS 67801. The TENANT hereby designates its address as P.O. Box 1636, Dodge City, KS 67801.

19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

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

CITY OF DODGE CITY, A MUNICIPAL CORPORATION

By: _____

CHUCK TAYLOR , MAYOR

CONNIE MARQUEZ, CITY CLERK

ATTEST:

APPROVED BY THE UNIVERSITY OF KANSAS – KLETC:

Name: Heather Blanck

Title: Chief Procurement Officer

Date: _____



Memorandum

To: City Commission

From: City Manager, Nick Hernandez

Date: December 2, 2024

Subject: Approval of LOI for Development Services with Iron Horse Development

Agenda Item: New Business

Recommendation: Approve the LOI with Iron Horse Development for the 80 acres located on the SE corner of US 283/56/400

Background: The City of Dodge City purchased the south 80 acres and have been trying to market the site for a truck stop/travel center for the past 3 years. The property has some interest in locating at the site. However, City Staff have been unable to find the right blend of development to make the site feasible to date. Iron Horse development has some interest with an existing customer base looking to locate on the property and could spring board the site into becoming developed.

The agreement is for 730 calendar days and will become a formal development agreement over the next couple of months as they finalize LOI's for development from their partners. Terms will be finalized within the development agreement. IHD will be responsible for engineering and marketing the site. For their efforts, they will be reimbursed for expenses related to a proposed transaction, 5% of the transaction and a portion of the excess funds as agreed upon in a formal development agreement.

Justification: The City needs assistance is developing an usual tract of land that has both infrastructure and grading issues. This tract is not near any other traditional retail or commercial developments. The City needs an outside partner to properly market the site for truck and travel style amenities to a national market.

Financial Considerations: There are no financial commitments at this time. They will be finalized within a development agreement.

Legal Considerations: This LOI establishes an exclusive agreement to market the property with Iron Horse Development.

Cite Commission Options:

Three options exist:

1. Sign the NOI, allowing a formal development agreement to be pursued.
2. Instruct the City to market and develop the site without assistance.
3. Do nothing.

Staff recommends Option #1

Attachments:

Iron Horse LOI



DEVELOPMENT - ENTITLEMENT - ENGINEERING

Wednesday, October 30, 2024

City of Dodge City Kansas
806 N 2nd Ave,
Dodge City, KS 67801

Re: Letter of Intent for Development Agreement of land in Dodge City, KS at HWY 283/56 Intersection

Development Company Iron Horse Development (“IHD” or “Developer”) intends to partner with the City of Dodge City (“City”) and Dodge City Economic Development in order assist the City’s development of City owned property near the U.S. 400 and U.S. 283 roundabout (“Property”).

IHD along with its affiliated company, Landmark Commercial Real Estate (“LCRE”), believe that we can jointly work with and assist the City to help the City achieve its vision for its property. As such we propose the following Letter of Intent (“LOI”) for a Development Agreement.

General Operating Structure:

- Agreement term will be 730 calendar days.
- City carries the property with an agreed upon value, perhaps their purchase cost (the “Basis”).
- LCRE has the exclusive right to market the property for a mutually acceptable term.
- IHD and City will work cooperatively to resolve entitlement matters.
- City to pay for the costs to survey, zone, plat the property, Phase 1, and other items necessary to make site a viable development.
- IHD will serve as the engineer of record for all engineering related to the Property.
- IHD will provide preliminary financial estimating.

Downstream Purchases and Disposition:

Under this structure, the sale proceeds from a given transaction will be used for:

- First, to pay any expenses related to a proposed transaction, i.e. closing costs, surveys, engineering fees, legal fees, etc.
- Second, to pay IHD development fee equal to 5% of each transaction.
- Third, to pay the Owner the Basis for the parcel or tract being acquired.
- Fourth, to the extent available, excess funds above the Basis will be prorated between Owner and IHD at a mutually agreed upon split. Perhaps, 50-50 as a benchmark for discussion.

Please know that there are a number of development related matters that will arise with each prospective Buyer for the property that are too variable to be contemplated within the scope of the initial LOI between the City and IHD. These Buyer specific matters will need to be addressed separately at the time of a given proposal.

Thank you for your interest in Iron Horse Development and also for your consideration of this LOI.

If the terms in this letter of intent are acceptable, please acknowledge by signing and dating below and returning a copy prior to the expiration date.

Sincerely,

Tim Austin, PE
Iron Horse Development

(CITY)
City of Dodge City

(DEVELOPER)
Iron Horse Dev, LLC

By: _____

By:  _____

Printed Name: _____

Printed Name: Tim Austin

Title: _____

Title: Managing Member

Date: _____

Date: 12/31/24