

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, July 19, 2010

7:00 p.m.

MEETING #4810

CALL TO ORDER

ROLL CALL

INVOCATION: by Captain Joaquin Rangel of the Salvation Army

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Day of the Cowboy

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 6, 2010
2. Approval of City Commission Work Session minutes, July 6, 2010
3. Appropriation Ordinance No. 13, July 19, 2010
4. Cereal Malt Beverage License
 - a. Love's Travel Stop #58, 1108 W. Wyatt Earp
 - b. El Zarape of Dodge City, KS, 1301 W. Wyatt Earp Blvd.
5. Approve Change Order #1 for the 14th Ave. Pavement Replacement at the Railroad Crossing.
6. Approval of Water Contract with Walt Gould.

ORDINANCES & RESOLUTIONS

Resolution No. 2010-21: Accepting the street, water lines and sewer lines for the Beeson Court Subdivision.

UNFINISHED BUSINESS

NEW BUSINESS

1. Appointments to Cultural Relations Advisory Board. Report by Director of Public Information, Jane Longmeyer.
2. Approval of Grant Award Agreement between the Kansas Corporation Commission and the City of Dodge City. Report by City Manager, Ken Strobel.

OTHER BUSINESS

EXECUTIVE SESSION

1. City/FOP Contract Negotiations

ADJOURNMENT

PROCLAMATION

WHEREAS, pioneering men and women, recognized as cowboys, helped establish the American West; and

WHEREAS, that cowboy spirit continues to infuse this country with its solid character, sound family values, and good common sense; and

WHEREAS, the cowboy embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism; and

WHEREAS, approximately 800,000 ranchers are conducting business in all 50 States and are contributing to the economic well being of nearly every county in the Nation; and

WHEREAS, rodeo is the sixth most-watched sport in the United States; and

WHEREAS, the cowboy is an American icon; and

WHEREAS, to recognize the American cowboy is to acknowledge the ongoing commitment of the United States to an esteemed and enduring code of conduct; and

WHEREAS, the ongoing contributions made by cowboys to their communities should be recognized and encouraged:

NOW, THEREFORE, be it Resolved, that the City of Dodge City supports the Senate of the United States in their quest to designate the 4th Saturday in July each year, and this year designates July 24, 2010, as

NATIONAL DAY OF THE AMERICAN COWBOY

and encourages the people of Dodge City and the United States to observe the day with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 19th day of July, 2010.

E. Kent Smoll, Mayor

SEAL

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Tuesday, July 6, 2010

7:00 p.m.

MEETING #4809

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Brian Weber, Rick Sowers, Jim Sherer and Monte Broeckelman were present.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING Mayor, Kent Smoll, opened a Public Hearing for Local Revolving Loan Fund Loan for Beck Sales and Local Revolving Loan Fund Loan for Estes Enterprises, Inc. Joann Knight, Executive Director of Dodge City/Ford County Economic Development and Patty Richardson of Great Plains Development presented the information. The Mayor closed the Public Hearing.

PETITIONS & PROCLAMATIONS

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

Employee of the Month for July 2010, Clayton Campbell, was announced by the Director of Public Information, Jane Longmeyer in Mr. Campbell's absence.

The City Character Trait, Meekness vs. Rage was presented by Director of Public Information, Jane Longmeyer.

Cathy Reeves with the Dodge City Public Library presented the Quarterly Report on the Dodge City Public Library.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, June 21, 2010
2. Appropriation Ordinance No. 12, July 6, 2010
3. Cereal Malt Beverage License
 - a. Presto Convenience Store #28, 609 S. 2nd Avenue
 - b. Wal-Mart Supercenter #372, 1905 N. 14th Avenue
 - c. Pilot Travel Center #657, 2524 E. Wyatt Earp Blvd.

Commissioner Jim Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Brian Weber. The motion carried 5-0.

ORDINANCES & RESOLUTIONS**UNFINISHED BUSINESS****NEW BUSINESS**

Final Plat for Santa Fe Plaza Subdivision was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Jim Sherer. The motion carried 5-0.

Right-of-Way Acquisition Services for the Wastewater Reclamation project with Sloan Meir Hancock was discussed. On a motion by Commissioner Rick Sowers, seconded by Commissioner Jim Sherer, it was moved to allow staff to negotiate a contract with SMH for purchase of Right-of-Way for Wastewater Reclamation project. The motion carried 5-0.

Authorization to sign expression of interest letter for the Regional Transit Pilot Project with the Kansas Department of Transportation was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Brian Weber. The motion carried 5-0.

Authorization to proceed with development of an Option Agreement with USD 443 for land and infrastructure allocation was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Brian Weber. The motion carried 5-0.

A Local Revolving Loan in the amount of \$30,000 to Beck Sales at 6% for 7 years and allowing the City Manager to sign the agreement was approved on a motion by Commissioner Rick Sowers, seconded by Monte Broeckelman. The motion carried 5-0.

A Local Revolving Loan in the amount of \$8,000 to Estes Enterprises, Inc. at 6% for 7 years and allowing the City Manager to sign the agreement was approved on a motion by Commissioner Jim Sherer, seconded by Brian Weber. The motion carried 5-0.

OTHER BUSINESS

Ken Strobel, City Manager:

- Fireworks went off after a 1 day delay at 10:00 p.m. on July 5th;
- Will be scheduling a Budget Work Session;
- Business Appreciation Luncheon was well attended;
- Dodge City Days Parade – City Commission will have a float; and
- Expressed sympathy to Ron Allen's family. He was the leadership for Horse Thief Canyon Reservoir, appreciated his commitment to the project.

Jane Longmeyer, Director of Public Information:

- Advised on the Cultural Relations Advisory Board seeking nominations; and
- Clean Team will be getting together prior to Dodge City Days.

Commissioner Jim Sherer:

- Congratulated Paul Lewis and Fireworks Committee on a wonderful show;
- 14th Avenue railroad crossing looks good; and
- Attended All-4-Fun and complimented on the establishment looking good.

Commissioner Rick Sowers:

- Congratulated the committee on the Fireworks Show;
- Did receive compliments regarding fireworks in general; and
- Volunteered himself for Dodge City Days Cleanup.

Commissioner Monte Broeckelman:

- Congratulations to local gymnastics team that traveled to Florida and did great.

Commissioner Brian Weber:

- Congratulated the committee on the Fireworks; and
- Candidate Forum is scheduled for this coming Friday at 6:00 p.m.

Mayor Kent Smoll:

- Enjoyed the Fireworks Display and thanked the committee for their commitment;
- Railroad crossing on 14th Avenue is really nice;
- Horse Thief Canyon had Grand Opening;
- Expressed condolences to the Ron Allen family; and
- Has received comments about truck traffic on Wyatt Earp Blvd.

ADJOURNMENT: Commissioner Jim Sherer moved to adjourn the meeting, Commissioner Monte Broeckelman seconded the motion. The motion carried unanimously.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Tuesday, July 6, 2010

6:00 p.m.

MEETING #4808

ROLL CALL: Mayor Kent Smoll, Commissioners Brian Weber, Rick Sowers, Jim Sherer and Monte Broeckelman were present.

WORK SESSION:

1. Discuss on the development of City owned property north of Iron Road was held.
2. KDOT Regional Transit Pilot Project was discussed.

ADJOURNMENT: Adjourned by consensus.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of CITY OF DODGE CITY, KS

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

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-731220756F-01</u>			
Name of Corporation <u>LOVE'S TRAVEL STOPS & COUNTRY STORES, INC</u>		Principal Place of Business	
Corporation Street Address <u>10001 N. PENNSYLVANIA AVE</u>		Corporation City <u>OKLAHOMA CITY</u>	State <u>OK</u>
Date of Incorporation <u>12/29/1986</u>		Zip Code <u>73120</u>	
Resident Agent Name <u>C.T. CORPORATION</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Residence Street Address <u>515 SOUTH KANSAS</u>		Phone No.	
		City <u>TOPEKA</u>	State <u>KS</u>
		Zip Code <u>66603</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location)		Mailing Address	
DBA Name <u>LOVE'S TRAVEL STOP # 58</u>		Name <u>LOVE'S TRAVEL STOPS & COUNTRY STORES, INC</u>	
Business Location Address <u>1108 W. WYATT EARP</u>		Address <u>PO Box 26210 ATTN: STORE LICENSING</u>	
City <u>DODGE CITY</u>	State <u>KS</u>	City <u>OKLAHOMA CITY</u>	State <u>OK</u>
Zip <u>67801</u>		Zip <u>73126</u>	
Business Phone No. <u>(620) 225-0654</u>		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s)			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name <u>SEE ATTACHED</u>		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Name		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Age	
		Zip Code	
Name		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Age	
		Zip Code	

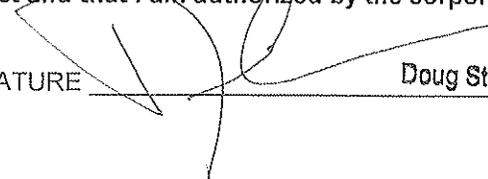
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
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Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name DARREN NEWTON	Phone No. (620) 338-3751	Date of Birth 12/16/1976
Residence Street Address 203 RIDGEVIEW	City CIMMARRON	Zip Code 67835
Manager or Agent Spousal Information		
Spouse Name JENNIFER NEWTON	Phone No. (620) 338-3959	Date of Birth 5/14/1978
Residence Street Address 203 RIDGEVIEW	City CIMMARRON	Zip Code 67835

SECTION 6 – QUALIFICATIONS FOR LICENSURE	
<p>Within 2 years immediately preceding the date of this application, none of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>None of the individuals identified in Sections 4 and 5 were managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE  Doug Stussi - Exec. Vice Pres. - CFB DATE 6/30/2010

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____	(\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____	<input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved Valid From Date _____ to _____	By: _____
<input type="checkbox"/> License Renewed Valid From Date _____ to _____	By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)



CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Dodge City

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

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-800620627F-01</u>			
Name of Corporation <u>El Zarape of Dodge City Kansas Inc</u>		Principal Place of Business <u>1301 W Wyatt Earp Blvd</u>	
Corporation Street Address <u>1301 W. Wyatt Earp Blvd.</u>		Corporation City <u>Dodge City</u>	State <u>KS</u>
Date of Incorporation <u>7-15-10</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <u>Benjamin Cedillo</u>		Phone No. <u>620-271-3465</u>	
Residence Street Address <u>3609 Chisholm St.</u>		City <u>Garden City</u>	State <u>KS</u>
		Zip Code <u>67846</u>	

SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location)	Mailing Address
DBA Name <u>El Zarape of Dodge City Kansas</u>	Name <u>Same</u>
Business Location Address <u>1301 W. Wyatt Earp Blvd.</u>	Address
City <u>Dodge City</u>	City
State <u>KS</u>	State
Zip <u>67801</u>	Zip
Business Phone No. <u>620-227-9992</u>	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) <u>James Casey</u>	

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name <u>Benjamin Cedillo</u>	Position <u>Shareholder</u>	Date of Birth <u>7-27-69</u>	
Residence Street Address <u>3609 Chisholm Ct.</u>	City <u>Garden City</u>	State <u>KS</u>	Zip Code <u>67846</u>
Spouse Name <u>Katherine Cedillo</u>	Position <u>None</u>	Date of Birth	
Residence Street Address <u>3609 Chisholm Ct.</u>	City <u>Garden City</u>	State <u>KS</u>	Zip Code <u>67846</u>
Name <u>Alin Rodriguez</u>	Position <u>Shareholder / Manager</u>	Date of Birth <u>1-26-81</u>	
Residence Street Address <u>2213 Grandview Dr. East</u>	City <u>Garden City</u>	State <u>KS</u>	Zip Code <u>67846</u>
Spouse Name <u>Miguel Rodriguez</u>	Position <u>Shareholder</u>	Age <u>31</u>	
Residence Street Address <u>2213 Grandview Dr. East</u>	City <u>Garden City</u>	State <u>KS</u>	Zip Code <u>67846</u>
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code

SECTION 5 - MANAGER OR AGENT INFORMATION			
My place of business will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name	Phone No.	Date of Birth	
Alin A. Rodriguez	620-521-9097	1-26-81	
Residence Street Address	City	Zip Code	
2213 Grandview Dr. East	Garden City	67846	
Manager or Agent Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Miguel A. Rodriguez	620-276-6786	12-31-78	
Residence Street Address	City	Zip Code	
2213 Grandview Dr. East	Garden City	67846	

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
<p>Within 2 years immediately preceding the date of this application, none of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>None of the individuals identified in Sections 4 and 5 were managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

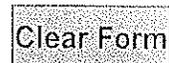
I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *Alin A. Rodriguez* DATE 7-12-10

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____	(\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____	<input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved Valid From Date _____ to _____	By: _____
<input type="checkbox"/> License Renewed Valid From Date _____ to _____	By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)



Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery, *RS*
City Engineer

Date: July 7, 2010

Subject: 2009 Beeson Court
Subdivision PL 0903

Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for the 14th Ave. Pavement Replacement at the Railroad Crossing.

Background: The 14th Ave. Pavement Replacement at the Railroad Crossing was approved approved by the Commission on June 7, 2010.

Justification:

Remove Existing Pavement – The additional 23 S.Y. of represents actual field measurements. A section existing pavement had to be removed to provide a transition from the new sidewalk and drainage along the Southwest Distributors’ Building.

Rem./Repl. Curb & Gutter – The additional 35 L.F. of represents actual field measurements. Due to the railroad crossing being installed at a higher elevation than the previous crossing all the curb & gutter had to be removed and replaced.

6” “Rock” Sub-Grade w/Geo-Grid – The additional 11 S.Y. of represents actual field measurements. The “Rock” sub-Grade was placed under the additional curb & gutter and the extra 9” Concrete Pavement.

9” PCC (NRDJ) Pavement – The additional 2 S.Y. of represents actual field measurements. The existing concrete pavement at the south end of the job was removed to provide a smooth connection to the new pavement. There was a jagged edge butted up against the existing asphalt pavement.

4" x 5' Sidewalk – The decrease of 3 S.Y. represents actual field measurements. This decrease was due to the routing and radii used to construct the sidewalk in the field as compared to the design drawings.

Patch Existing Storm Pipe & Backfill – This item was added because the existing storm pipe under the project area had a misaligned bell. The Contractor provided a concrete collar for the storm pipe and then backfilled the “wet” area caused by the misaligned storm pipe with flow-able fill.

4" Concrete Flume – The additional 45 S.Y. of represents actual field measurements. A section existing pavement had to be removed to provide a transition from the new sidewalk and drainage along the Southwest Distributors' Building. The pavement placed is more than that removed due to an overestimation of Pavement Removed in the design phase of this project.

Financial Considerations: Change Order #1 is for an increase of \$4,377.75

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order 1

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Joseph E. Finley, P.E. 
Director of Engineering Services*

Date: July 14, 2010

*Subject: Water & Sewer Service for County
Resident located at 1510 Pheasant
Street*

Agenda: Consent Calendar

Recommendation: Approve agreement for water and sewer for Business on Pheasant Street.

Background: Recently the Ford County Commission approved a conditional use permit for a new business on Pheasant Street. As a stipulation of the conditional use permit, the owner must connect to City water and sewer.

Justification: By connecting this business to City water and sewer, this site will not have a septic system and well that could cause contamination to the City's water source. This area is adjacent to the City limits and does not require any extension of City services.

Financial Considerations: The owner will be responsible to pay for all cost associated with the connection. By accepting these improvements, the City will be responsible for future maintenance of these improvements.

Purpose/Mission: Connection to City utilities will insure that the citizens have access to quality service and the owners will not have to maintain their own wee and septic system.

Legal Considerations: None

Attachments: Contracts for water and sewer service.

CONTRACT FOR SEWER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: Address is Lots of Tracks 12-17 Westview Place an addition to the City of Dodge City, KS. Being located in and part of NE Quarter (1/4) of Section 34, Township 26 South, Range 25 West of the 6th P.M. Except a Tract dedicated to the City in Deed book 199 at page 628, for the Right of way purposes._____

hereinafter referred to as "the premises".

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

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

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

WHEREAS, the Owners desire to have public sewer service provided to the premises described above, under the terms and conditions of this agreement, and, the

Contract for Sewer Service

Page 2

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City sewer system at its present location, or, that it will install, construct and maintain an extension of the City's present public sewer system to a point selected by the City and allow the Owners to access such public sewer extension, all under the terms and conditions as set forth herein.

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

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

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

Contract for Sewer Service

Page 3

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

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

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

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

Contract for Sewer Service

Page 4

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

Owners further agree that the Owners shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owners sewer service line from the point of connection to the City public sewer system and that such Owners shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service, except that

SPECIAL CONDITIONS:

Contract for Sewer Service

Page 5

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

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

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

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

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

Notary Public

My Appointment Expires:

Contract for Sewer Service

Page 6



(Owner) (Owner)

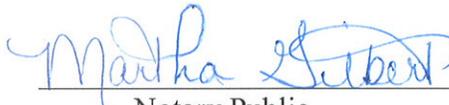
DATED this 6th day of July, 2010.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 6th day of July, A.D. 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Walter Gould

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

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



Notary Public

My Appointment Expires:

MARTHA GILBERT
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 2-20-2011

CONTRACT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and Walter Gould, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: Lots of Tracks 12-17 Westview Place an addition to the City of Dodge City, KS. Being located in and part of NE Quarter (1/4) of Section 34, Township 26 South, Range 25 West of the 6th P.M. Except a Tract dedicated to the City in Deed book 199 at page 628, for the Right of way purposes. hereinafter referred to as "the premises".

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

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

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

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

Contract for Water Service

Page 2

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

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

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

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

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

Contract for Water Service

Page 3

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

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

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

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

Contract for Water Service

Page 4

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, (\$ 900⁰⁰) which amount may be increased due to unforeseen circumstances and which amount shall be paid by the Owners to the City in the following time and manner:

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

Owners further agree that the Owners shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owners water service line from the point of connection to the City public water system and that such Owners shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service, except that

SPECIAL CONDITIONS:

Contract for Water Service

Page 5

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

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

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

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

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

Notary Public

My Appointment Expires:

Contract for Water Service

Page 6



Owner(s)

DATED this 6th day of July, 2010.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 6th day of July, A.D. 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Walter Gould

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

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



Notary Public

My Appointment Expires:

MARTHA GILBERT
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 2-20-2011

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Joseph E. Finley, P.E. 
Director of Engineering Services*

Date: July 14, 2010

*Subject: Resolution 2010-21 accepting
Infrastructure Improvement for
Beeson Court Subdivision PL0903*

Agenda: Ordinances and Resolutions

Recommendation: Approve Resolution as submitted.

Background: The City Commission Approved the Beeson Court Subdivision on August 3, 2009. The developer provided all of the engineering drawings for construction and requested the City contract the construction and provide the necessary inspection to insure the improvements were installed according to City standards.

Justification: To add the infrastructure to the City's inventory, the improvements must be accepted by the City.

Financial Considerations: By accepting these improvements, the City will be responsible for future maintenance of these improvements.

Purpose/Mission: By installing and accepting these improvements the quality of life has been improved for residents living in this subdivision and the future maintenance needs will be addressed when necessary.

Legal Considerations: None

Attachments: Certification of Improvements and Resolution 2010-21

RESOLUTION NO. 2010-21

A RESOLUTION ACCEPTING THE STREET, WATER LINES AND SEWER LINES FOR THE BEESON COURT SUBDIVISION.

WHEREAS, the City Commission of Dodge City approved extending City Streets, water and sewer services to the Beeson Court Subdivision; and

WHEREAS, the City Engineer's Office approved the plans and specifications for the construction of water lines, sewer lines, and street improvements for the Beeson Court Subdivision; and

WHEREAS, the construction of the street improvements, water lines and sewer lines for the Beeson Court Subdivision were completed on April 10, 2010; and

WHEREAS, the City Commission of the City of Dodge City, Kansas, is in receipt of a certification from the Director of Engineering that said construction has been found to be in reasonable conformance with the engineering plans and specifications approved by the City of Dodge City and recommending that these improvements be accepted by the City and added to its utility and street system,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Dodge City, Kansas, that the water lines and sewer lines and street improvements for the Beeson Court Subdivision are hereby accepted by the City and added to its utility system and street inventory.

Passed by the Governing Body of the City of Dodge City in regular session and approved by the Mayor this 19th day of July, 2010.

E. Kent Smoll, Mayor

ATTEST:

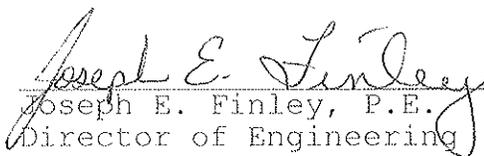
Nannette Pogue, City Clerk

CERTIFICATION OF PUBLIC IMPROVEMENTS

CITY OF DODGE CITY

STREETS, WATER, AND SEWER IMPROVEMENTS
BEESON COURT SUBDIVISION

I, Joseph E. Finley, P.E., Director of Engineering, hereby certify that the construction of the streets, waterlines and sanitary sewer lines for the Beeson Court Subdivision were inspected by the City Engineer's Office and found to be in reasonable conformity to the engineering plans and specifications approved by the City of Dodge City and said streets, waterlines and sewer lines should, therefore, be accepted by the City and added to its utility and street system. These installations were completed on April 8, 2010.



Joseph E. Finley, P.E.
Director of Engineering

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Jane Longmeyer 

Date: July 15, 2010

*Subject: Cultural Relations Advisory
Board*

Agenda Item: New Business

Recommendation: Approve appointments to Cultural Relations Advisory Board.

Background: Resolution No. 2010-19 adopted on June 21, 2010 established the creation of a nine-member Board. As per No. 3 of the resolution regarding membership, the following have been nominated: Cargill - Sara Mora; National Beef Packing - Marilyn Treto; Ministerial Alliance - Vernon Bogart; United Way - Ryan Ausmus; USD #443 - Randy Smith; DCCC/Adult Learning Center - Greta Clark; Mexican American Ministries - Elva Dominguez; Chamber of Commerce - Micaela Morales; At-Large - Oliver Bland.

Justification: The appointments were required as per No. 3 of Resolution No. 2010-19.

Financial Considerations: None.

Purpose/Mission: The City of Dodge City Mission Statement is "Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future." The purpose of the Cultural Relations Advisory Board would meet the City's mission.

Legal Considerations: None

Attachments: Applications

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Sara Mora OCCUPATION: Human Resources
 ADDRESS: 501 Sunset Ct TELEPHONE: 620-338-4425
Dodge City, KS WORK
 Advisory Board(s) you wish to be considered for:

Cultural Relations Advisory Board

Tell us about your educational background:
 School

Dates Attended

Major

Kansas State University Aug 1997-Dec. 2000 Animal science B.S.

Work history:

Job and Title

Dates of Employment

Cargill - Asst HR mgr May 2008 - present
Cargill - Operation Management Jan 2001 - May 2008

To the best of your knowledge, would the appointment of you to the Cultural Relations Advisory
 advisory board create any conflicts of interest due to your employment or business endeavors? If yes, BD
 please explain:

NO

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please
 tell us something about it.

NO

Tell us about other qualifications you have which you feel qualify you for appointment.

I have experience & some formal training with
different cultures / diversity. My company employs
& I interact frequently with employees of many different
Cultural groups.

Signature: Sara Mora Date: 7-16-10

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Marilyn Sieto OCCUPATION: HR MGR
ADDRESS: 1500 Okechoma St. Dodge City, KS 67801 TELEPHONE: 7203384209
Advisory Board(s) you wish to be considered for:

Cultural Relations

Tell us about your educational background:

School	Dates Attended	Major
<u>DC Senior High School</u>	<u>1978</u>	
<u>Friends Univ. Wichita, KS</u>	<u>2000</u>	<u>Bachelor of Science</u>
<u>Friends Univ. Wichita, KS</u>	<u>2006</u>	<u>HR mgmt. MBA</u>

Work history:

Job and Title	Dates of Employment
<u>Cargill Foods</u>	<u>HR Clerk 1-5-1980 to 9-30-00</u>
<u>National Beef</u>	<u>HR Mgr 10-4-04 to present</u>
<u>Swift and Co.</u>	<u>HR Mgr 10-1-00 to 9-31-04</u>

To the best of your knowledge, would the appointment of you to the cultural relations advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:
None at present.

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.
Have served on various boards for several years.

Tell us about other qualifications you have which you feel qualify you for appointment.

1. Born and raised in Dodge City, KS
2. Familiar with various cultures in D.C.
3. I am Hispanic

Signature: Marilyn Sieto Date: 7-12-10

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: VERNON BOGART OCCUPATION: Minister

ADDRESS: 1110 W McAnton TELEPHONE: 222-6261

Advisory Board(s) you wish to be considered for:

Cultural Relations Advisory Board

Tell us about your educational background:

School	Dates Attended	Major
<u>Oakley High School</u>	<u>1943 - 1956</u>	<u>Eng; Math</u>
<u>Garden City Jv Co</u>	<u>1969 - 1972</u>	<u>MATh Science</u>

Work history:

Job and Title	Dates of Employment
<u>Chaplain Ft Dodge Soldiers Home</u>	<u>2001 to Present</u>
<u>Ford Co. Intern Pub Works Dir; Co Supervisor</u>	<u>2000 to 2003</u>
<u>Kirkham Michaels Construction Inspector</u>	<u>1992 to 2000</u>

To the best of your knowledge, would the appointment of you to the Cultural Relations advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

NO

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

Fo Co Emergency Preparedness Committee and Several others during my tenure with Ford County

Tell us about other qualifications you have which you feel qualify you for appointment.

I work well with people, I am a good listener and base my judgements on facts and not Hearsay

Signature: Vernon Bogart Date: 7/11/10

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

Jane Longmeyer

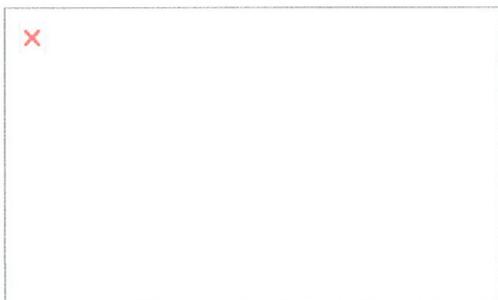
From: RANDY SMITH [SMITH.RANDY@usd443.org]
Sent: Tuesday, May 18, 2010 11:03 AM
To: Jane Longmeyer
Subject: FW: Dodge City Cultural Relations Board
Attachments: Alan R Cunningham.vcf; Cultural Relations Board Statement.docx

Jane: FYI

From: ALAN CUNNINGHAM
Sent: Tuesday, May 18, 2010 10:47 AM
To: RANDY SMITH
Subject: RE: Dodge City Cultural Relations Board

Randy,

I agree with your observations, and would like you to continue in this position, if you have the time to do so.



From: RANDY SMITH
Sent: Tuesday, May 18, 2010 10:39 AM
To: ALAN CUNNINGHAM
Subject: Dodge City Cultural Relations Board

Alan: Please Read Attachment. Attachment will be printed and submitted along with a copy of the resolution. - RDS

**APPLICATION FOR CITY OF DODGE CITY ADVISORY
BOARDS**

NAME: Ryan Ausmus OCCUPATION: Education
ADDRESS: 402 University Dr, Dodge City, KS 67801 TELEPHONE: 620.227.9592

Advisory Board(s) you wish to be considered for:
Cultural Relations Advisory Board – United Way of Dodge City has nominated me as their representative on the advisory board.

Tell us about your educational background:

School	Dates	Attended Major
<u>Calvary Bible College</u>	<u>2005</u>	<u>B.S., Organizational Leadership</u>
<u>Friends University</u>	<u>2008</u>	<u>Masters of Business Administration</u>

Work history:

Job and Title	Dates of Employment
<u>Dodge City Community College, Director of the Adult Learning Center</u>	<u>02/2009-Present</u>

To the best of your knowledge, would the appointment of you to the **Cultural Relations Advisory Board advisory board** create conflicts of interest due to your employment or business endeavors? If yes, please explain:

No

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

No

Tell us about other qualifications you have which you feel qualify you for appointment.

Presently, I serve on the board of directors for the Credit Union of Dodge City as well as the Dodge City Cultural Relations Taskforce. In addition, I work with the Hispanic & Somali culture on a daily basis. I am the director of the Adult Learning Center for DC3, and the administrator for the adult learning center's English-as-a-Second-language program. Due to my background and experience working with the Hispanic and Somali culture on a daily basis, I believe I would be an asset to the Cultural Relations Advisory Board.

Signature: Ryan Ausmus Date: 07/06/2010

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: GRETA CLARK OCCUPATION: PROFESSOR - DC 3 ESL PROGRAM

ADDRESS: 1803 - LINDSA DRIVE TELEPHONE: 620-227-6214

Advisory Board(s) you wish to be considered for: 620-227-9426 OFFICE

CULTURAL RELATIONS ADVISORY BOARD

Tell us about your educational background:

School	Dates Attended	Major
<u>NEWMAN UNIVERSITY</u>	<u>2008</u>	<u>MASTERS - CURRICULUM DESIGN / ESL</u>
<u>KANSAS UNIVERSITY</u>	<u>1971 - 1973</u>	<u>B.S. EDUCATION</u>

Work history:

Job and Title	Dates of Employment
<u>DODGE CITY COMMUNITY COLLEGE (ESL) PROFESSOR + PROGRAM DESIGN</u>	<u>2005 - PRESENT</u>
<u>MSD # 443 ELEM. / NEWCOMER TEACHER</u>	<u>1998 - 2005</u>
<u>CENTRAL ALABAMA COMMUNITY COLLEGE ADULT EDUC. INSTRUCTOR</u>	<u>1990 - 1996</u>

To the best of your knowledge, would the appointment of you to the CULTURAL RELATIONS advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

NO, THERE WOULD BE NO CONFLICT OF INTEREST, SINCE I TEACH ESL TO COMMUNITY NEWCOMERS, IT WOULD BE A BENEFIT.

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

COLUMBIANA BEAUTIFICATION BOARD - COLUMBIANA, AL. THE FOCUS WAS TO DESIGN COMMUNITY PROGRAMS + ACTIVITIES WHICH WOULD BUILD COMMUNITY MEMBERS AWARENESS OF + PRIDE TO MAINTAIN HIGH STANDARDS IN THE COMMUNITY'S TRASH REMOVAL, GREEN SPACES, CIVIL ACTIVITIES, ETC.

Tell us about other qualifications you have which you feel qualify you for appointment.

I HAVE A WIDE-RANGING INTEREST TO KNOW AND PARTICIPATE WITH PEOPLE FROM ACROSS THE GLOBE BOTH MY FORMAL EDUCATION + LIFE EXPERIENCE HAS PROVIDED OPPORTUNITIES TO BRIDGE PEOPLE + PROGRAMS IN ORDER TO WORK + LIVE ^{EFFECTIVELY} AMONG ONE ANOTHER. I TEXAS PREPARATION FOR CITIZENSHIP + HAVE SPANISH KNOWLEDGE SKILLS.

Signature: Greta Clark Date: July 6, 2010

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Elva Dominguez OCCUPATION: Community Developer
ADDRESS: 1700 ave F TELEPHONE: (620) 225-0625

Advisory Board(s) you wish to be considered for:

Cultural Relations Advisory Board

Tell us about your educational background:

School	Dates Attended	Major
<u>DCCC</u>	<u>2010-1988</u>	<u>None</u>

Work history:

Job and Title	Dates of Employment
<u>United Methodist Community Developer</u>	<u>June 1999-Present</u>
<u>Mexican-American-Ministries</u>	

To the best of your knowledge, would the appointment of you to the Cultural Relations advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

No

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

ALC Advisory Board, Cargill Advisory Board, LOL

Tell us about other qualifications you have which you feel qualify you for appointment.

I was born and raised in Dodge City & I am culturally aware of the different cultures in our community.

Signature: Elva Dominguez Date: 7/12/2010

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

Chamber of Commerce

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Micaela M. Morales OCCUPATION: Membership Director
ADDRESS: 311 W Spruce TELEPHONE: 620-227-3119

Advisory Board(s) you wish to be considered for:
Cultural Relations Advisory Board

Tell us about your educational background:

School	Dates Attended	Major
<u>Phant's High School</u>		

Work history:

Job and Title	Dates of Employment
<u>Chamber of Commerce Membership Director</u>	<u>5-2006-Present</u>
<u>USD 443 Family Advocate</u>	<u>8-98-2005</u>

To the best of your knowledge, would the appointment of you to the Cultural Relations advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:
no

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.
Chamber Multi-Cultural Task Force,
Chamber Ambassadors, Main Street

Tell us about other qualifications you have which you feel qualify you for appointment.
I lead the Chamber Multi-Cultural Task Force, work closely with Hispanic Business Owners, organized Dodge City Days Fiesta.

Signature: Micaela M. Morales Date: 8/13/2010

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Oliver H. Bland OCCUPATION: Retired

ADDRESS: 1406 Military TELEPHONE: (620) 255-5775

Advisory Board(s) you wish to be considered for:
Cultural Relations Advisory Board

Tell us about your educational background:

School	Dates Attended	Major
<u>Dodge City Service School</u>	<u>1967</u>	<u>General Graduated</u>
<u>Dodge City Community College</u>	<u>1982-1984</u>	<u>Bus. Admin. - Marketing - General Graduated</u>

Squad leader; platoon leader US Army

Work history:

Job and Title	Dates of Employment
<u>Self employed OWNER Black Feather motorcycle</u>	<u>2000-2005 Sold business</u>
<u>US PS Dodge City Ks.</u>	<u>1989-1999</u>

To the best of your knowledge, would the appointment of you to the Cultural Relations Advisory Board advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:
NO

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.
NO

Tell us about other qualifications you have which you feel qualify you for appointment.

50+ years handling minority issues Past Mail Handler Union president At local post office 7 yrs. Platoon leader US Army

Signature: Oliver H. Bland Date: July 12, 2010

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

Memorandum

To: City Commissioners
From: Ken Strobel
Date: July 16, 2010
*Subject: Grant Award Agreement to Fund
an Energy Manager*
Agenda Item: New Business

Recommendation: Authorize the City Manager to sign the Grant Award Agreement with the Kansas Corporation Commission.

Background: The State Energy Office received grant funding from the Department of Energy under the American Recovery and Reinvestment Act of 2009. A grant application submitted jointly on behalf of the City of Dodge City, Ford County and U.S.D. #443 to fund an Energy Manager position was approved.

Justification: The Energy Manager will evaluate the energy usage and cost data for all fuel types of the three entities and create a prioritized list of improvements for energy use in facilities, transportation and operations. The information is expected to reduce the utility costs. The Energy Manager will also conduct energy conservation training for personnel to maintain long term energy savings and review energy bills and usages.

Financial Considerations: The position is fully funded by grant dollars. There are no matching funds required and there is no requirement to fund the position after the grant expires in two years.

Purpose/Mission: The purpose of the grant award is to provide financial assistance for hiring an energy manager to determine ways to conserve energy and reduce utility costs.

Legal Considerations: The Energy Manager will be required to meet the specifications of the grant agreement and will prepare and file all reports required by the grant. The grant application was written to provide services for the City of Dodge City, Ford County and U.S.D. #443. Since this is a shared grant between the three entities, an interlocal agreement will be prepared to cover the agreed-upon responsibilities by each entity.

Attachments: Grant Award Agreement

**GRANT AWARD AGREEMENT
BETWEEN THE KANSAS CORPORATION COMMISSION
AND INSTITUTION NAME**

Now, on this ____ day of ____, 2010, the Kansas Corporation Commission (hereafter "KCC" or "Grantor") and the City of Dodge City, Kansas hereafter ("Grantee") execute this Grant Award Agreement.

The KCC structure includes the State Energy Office and under K.S.A. 74-616 this office is charged with a variety of energy-related responsibilities on behalf of the State of Kansas. The State Energy Office is the recipient of Department of Energy Formula Grant (DE-FOA-0000013) funding, under a provision of the American Recovery and Reinvestment Act of 2009, Public Law 111-5;

Grantee is an entity that has applied to receive grant funding to fund an energy manager position and provide outreach and education in the community.

The Purpose of this Grant Award is to provide financial assistance for hiring an energy manager and for outreach events in the community.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The KCC shall provide Grantee with a grant of **\$85,000** annually for a two-year period, not to exceed **\$170,000** during the two-year period.
2. Grantee will hire a full time equivalent (FTE) energy manager position and host certain energy efficiency and conservation events and projects, as identified in their grant application attached to this agreement as Attachment A and hereby incorporated by reference.
3. This award is made on a conditional basis. Prior to receiving any award, Grantee shall comply with all items listed in the Grant Award Terms & Conditions document attached to this agreement as Attachment B (for the purposes of Attachment B, grantee is referred to as "Recipient") and hereby incorporated by reference. Determination of compliance shall be at the KCC's discretion. Forms to be used to meet these requirements are included in Attachment C, and hereby incorporated by reference.
4. KCC and Grantee mutually agree to the following criteria for reimbursement:

- a. That KCC shall provide one-year advance payment of funds, within 30 days of the execution of this agreement, for the hiring of an energy manager in the amount of the annual salary and benefits listed in Attachment A, not to exceed \$65,000.
 - b. That KCC shall provide the second year advance payment of funds for the salary and benefits listed in Attachment A on or about the one-year anniversary of the execution of this Agreement.
 - c. That Grantee shall submit to the KCC, **on the fifth day of each month**, an invoice for payment that documents and certifies the total costs for eligible projects (identified in Attachment A) incurred in the performance of service, as required in this Agreement, during the preceding month;
 - d. Monthly invoices shall be accompanied by a report identifying the amount paid in salaries from grant funds, including a cumulative total paid, and the remaining balance of the fund.
 - e. The final invoice shall be submitted no later than forty-five days following the expiration of this Agreement. The KCC shall not be liable for any reimbursements requested after that date;
 - f. That all invoices for reimbursement shall be accompanied by documentation of service rendered, date service was performed, individual or individuals performing the services, and expenses incurred, including receipts where appropriate;
 - g. That total reimbursement in no event will exceed the maximum sum of **\$170,000.00** for all work performed, services rendered and allowed expenses incurred. Funding for this award is contingent upon approval by the U.S. Department of Energy;
5. The Energy Manager hired by the Grantee must complete the following services within the first six (6) months of the agreement:
- a. Attend a mandatory certified energy manager training, sponsored by the KCC
 - b. Categorize current energy use of the coalition by fuel type, operating division, operating entity, facility or department
 - c. Collect a minimum of 12 months of energy usage and cost data across all fuel types and calculate all greenhouse gas emissions

- from all sources using EPA Greenhouse Gas Equivalencies Calculator.
- d. Create a prioritized list of improvements for energy-use in facilities, transportation and operations.
6. During the two-year period of the grant, the Grantee must complete the following:
 - a. Conduct regular meetings with local government officials on energy-efficiency opportunities.
 - b. Hold energy conservation training for coalition personnel
 - c. Identify alternative energy upgrades for future implementation
 - d. Establish an outreach program for providing energy-efficiency information and identifying opportunities in the community for energy-efficiency improvements
 7. This grant award is provided using funds from the American Recovery and Reinvestment Act of 2009 (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) CFDA # 81.128; Funding Opportunity Announcement DE-FOA-0000013; Award # DE-EE0000727.
 8. The term of this agreement shall be from **July 15, 2010 to October 1, 2012**, unless otherwise extended in writing. All modifications shall be in writing, captioned Modification of Original Grant Award Agreement and signed by an authorized representative of the undersigned parties.
 9. This agreement may be terminated at any time by mutual written consent, signed by an authorized representative of the undersigned parties. Other provisions for termination appear in Attachments B & D, which are hereby incorporated by reference.
 10. This Grant Award Agreement incorporates by reference, certain reporting requirements contained in U.S. Department of Energy Funding Opportunity Announcement Number (FOA) DE-FOA-0000013 and amendments thereto, issued April 24, 2009, CDFA Number 81.128. Further, the Kansas Corporation Commission desires that Grantee capture and report other data items. **Collectively, Grantee shall report the items listed in Attachment B Terms & Conditions.** All items shall be reported quarterly, on or before each January 10, April 10, July 10, and October 10 covered by this Grant Award Agreement, indicating numbers for that quarter and year-to-date, since the awarding of the

Grant Award Agreement, by submitting, numbers for each category, and signed, or otherwise attested to by an authorized representative of Grantee. Jobs retained shall mean those jobs, which but for this Grant Award Agreement, would have been eliminated.

Grantee accepts and agrees that the nature of the award may require additional reporting and/or compliance requirements, and in accordance therewith, will promptly execute any reasonable amendment or modification to the Grant Award Agreement reflecting these additional requirements. Failure to timely execute and deliver the amendment or modification shall constitute an event of default.

11. Grantee shall comply with all applicable federal regulations set forth in the FOA. If contractor is, or has been awarded, any other State contracts, an event of default under that contract shall, at either the State's or the KCC's discretion, constitute an event of default under this contract.
12. That Grantee accepts full responsibility for payment of salaries, unemployment insurance, premiums for worker's compensation and social security as well as all income tax withholding and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Grant Award Agreement. That Grantee represents that it has, or will secure at its own expense, all personnel required in performing the work and services under this Grant Award Agreement. All of the services to be rendered by Grantee shall be performed by the personnel listed in Grantee's proposal, who are represented to be fully qualified and authorized under state and local law to perform such work and services. It is the understanding of all parties to this Agreement that the KCC, by executing this Grant Award Agreement, does not pledge or promise to pledge the assets of the State of Kansas, nor does it promise to pay any part of the sum provided for in this Grant Award Agreement from any monies of the treasury of the State of Kansas, except such monies as shall be appropriated for this Grant Award Agreement.
13. Grantee agrees that it shall fully and completely comply with the Contractual Provisions (Form DA-146a) contained in Attachment D; which is attached hereto, incorporated herein by reference and made a part hereof as though fully set forth in this Grant Award Agreement. Grantee is a "contractor" for all purposes of Attachment D.

14. OMB Circular A-128 and A-133 require audits of State and local government and non-government entities. The audit threshold is \$500,000.00 of Federal award expenditures. All non-federal entities (profit, not-for-profit, and governmental entities) that expend \$500,000.00 or more in a program year in Federal awards – including this award – shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-128 or A-133. The \$500,000.00 Federal funds threshold includes funds from all Federal agencies. Regulations and qualifications may be found on the Grants Management Circulars web site:
http://www.whitehouse.gov/omb/grants/grants_circulars.html
15. Grantee shall hold the KCC and the State of Kansas harmless for all costs, damages, expense, or liability, which may be occasioned solely by the negligence of Grantee's agents, or servants or the negligence of Grantee's successors or assigns.
16. This Grant Award Agreement may be changed during the timeframe of the Grant Award Agreement by mutual agreement of the parties. Such agreement shall be construed as a modification to this Grant Award Agreement, reduced to writing captioned Modification of Original Grant Award Agreement, and signed by authorized representatives of the undersigned parties. Any oral agreements are invalid.
17. This Grant Award Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kansas. It is agreed by and between the undersigned parties that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before the District Court of Shawnee County, Kansas, to the exclusion of the Courts of any other states or country.

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

Ken Strobel, City Manager
City of Dodge City, Kansas
Date: _____

Susan Duffy, Executive Director
Kansas Corporation Commission
Date: _____

ATTACHMENT A
GRANT APPLICATION

City of Dodge City



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

April 14, 2010

Mr. Stuart Yoho
State Energy Office
Energy Manager Grant
1300 SW Arrowhead Road, Suite 100
Topeka, KS 66604

Dear Mr. Yoho:

Enclosed herewith is our completed Energy Manager Grant Application for our joint energy management program for Dodge City, Ford County and Dodge City Unified School District #443. Please know that we are looking forward to a beneficial working relationship with the Energy Office as we move forward with this program.

If you have any questions regarding this application, please call Dr. Morris Reeves at USD 443 at (620) 227-1621.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Strobel". The signature is fluid and cursive, with a large initial "K" and "S".

Ken Strobel
City Manager



FOR KCC USE ONLY Date Received:
--

KANSAS CORPORATION COMMISSION
State Energy Office
ENERGY MANAGER GRANT APPLICATION

Form EECBG-EM
March 2010
This form must be typed

1. Coalition Members:

List lead applicant first. Square Footage - enter the total square footage of building space. Annual Energy Budget - enter the total annual energy budget for the unit of government including electricity, natural gas, water, and vehicle fuel.

Member 1: <u>Dodge City</u>	
Contact Name: <u>Ken Strobel</u>	Title: <u>City Manager</u>
Address: <u>806 N. Second Avenue</u>	City/State/Zip: <u>Dodge City, KS 67801</u>
Phone Number: <u>(620) 225-8100</u>	Email: <u>kstrobel@dodgecity.org</u>
Square Footage: <u>475,012</u>	Annual Energy Budget: <u>\$2,212,778</u>

Member 2: <u>Ford County</u>	
Contact Name: <u>Ed Elam</u>	Title: <u>County Administrator</u>
Address: <u>100 Gunsmoke</u>	City/State/Zip: <u>Dodge City, KS 67801</u>
Phone Number: <u>(620) 227-4670</u>	Email: <u>eelam@fordcounty.net</u>
Square Footage: <u>205,452</u>	Annual Energy Budget: <u>\$161,095</u>

Member 3: <u>Dodge City Unified School District No. 443</u>	
Contact Name: <u>William Hammond</u>	Title: <u>Executive Director of Business</u>
Address: <u>1000 Second Avenue</u>	City/State/Zip: <u>Dodge City, KS 67801</u>
Phone Number: <u>(620) 227-1621</u>	Email: <u>hammond.william@usd443.org</u>
Square Footage: <u>1,200,000</u>	Annual Energy Budget: <u>\$2,003,701</u>

Member 4: _____	
Contact Name: _____	Title: _____
Address: _____	City/State/Zip: _____
Phone Number: _____	Email: _____
Square Footage: _____	Annual Energy Budget: _____

Member 5: _____	
Contact Name: _____	Title: _____
Address: _____	City/State/Zip: _____
Phone Number: _____	Email: _____
Square Footage: _____	Annual Energy Budget: _____

2. Project Narrative

a. **Coalition Organization** - Provide a detailed description of how the coalition is organized.

The city will be the lead agency which will administer the program and employ the Energy Manager. There will be an advisory board consisting of one representative from each public agency. In addition, two at large community representatives along with two representatives, one from the electricity provider and one from the natural gas provider, will be members of the advisory board. The advisory board will provide direction to the Energy Manager in developing board policy and energy conservation guidelines for adoption by the respective governing boards. The Energy Manager will work with building managers, Principals and head custodians in implementing the board adopted policies and regulations.

b. **Time Allocation** - Enter the amount or percent of time the energy manager will spend working with each member of the coalition.

The time allocation will be as equally divided among the three public agencies as possible. Certain times of the year more attention may be applied to any one of the agencies (i.e. beginning of school) but over the long-term, the service will be spread as fairly as possible.

c. **Oversight** - Provide a detailed outline of how the coalition will oversee the position (who will supervise, what performance measures will be used, etc).

The immediate supervisor of the Energy Manager will be the city administrator. Performance measures include an evaluation of the Energy Manager's success in accurately providing energy data to building managers and school principals. The overall reduction of energy consumption and costs across the three agencies will be a major performance measure. In addition, the introduction of energy conservation measures will be considered in the evaluation.

d. **Duties** - List any duties the position will have that are not included in the grant narrative. If the duties are being added to an existing position, this should be clearly stated.

None.

e. **Past Experience** - List examples of past experience with multi-government cooperative efforts.

The city, county and school district recently approved a joint resolution implementing a property tax abatement program to encourage housing development in our community. These agencies have a long history of cooperation.

3. Two-Year Project Budget

a. Overview - Provide details of the proposed budget for the project including total salary, benefits, and travel.

	Year 1	Year 2	Source
Salary & Benefits	\$50,000	\$50,000	Grant Funds
Travel & Conference	\$3,000	\$3,000	City and County
Office/Telephone Secretary Support Computer Service	In-kind	In-kind	School District 443

b. Member Contributions - Itemize financial and/or in-kind contributions from coalition members. (Two year budget)

Funding Source	Salary	Operating Budget	Other	Details
Grant	\$100,000			
Dodge City		\$3,000		Travel & Conference
Ford County		\$3,000		Travel & Conference
School District			In-kind	Office, Telephone Computer, Secr Supp

c. Sustainability - Describe plan to fund the position beyond the two-year grant period, if applicable.

In the cooperative spirit familiar to the three governmental agencies, it is possible to continue this position through the contribution of energy savings to a pool to support this position in ensuring years beyond the termination of grant funds. The Energy Manager will have systemized the program through the development of materials, policies and protocols to continue this mission for years to come.

How to Submit:

This completed application, along with letters of support, and other supporting documentation, should be emailed to Stuart Yoho at s.yoho@kcc.ks.gov.

Signed copies of the complete application package should be mailed to:

State Energy Office
Energy Manager Grant
1300 SW Arrowhead Road, Suite 100
Topeka, KS 66604

Review Process:

Applications must be received by May 15, 2010 and will be reviewed on a first-come, first-served basis until funds are exhausted.

If additional information is required, applicants will receive notification in writing and be given one week to resubmit required information without losing their place in the application queue.

Applicants will receive written notification of the SEO's approval or non-approval within 30 days.

Contact:

If you have questions about the grant or the application please contact:

Stuart Yoho
785.271.3352
s.yoho@kcc.ks.gov

4. Signed Acknowledgment

By signing below, the applicant attests that to the best of their knowledge the information provided by the applicant is current, complete, and accurate, and that the funds attained from this grant will only be used for the specified purpose(s) described in this grant application.

Ken Strobel - City Manager

Printed Name and Title of Lead Applicant


Signature of Lead Applicant

4-14-2010
Date



KANSAS CORPORATION COMMISSION
State Energy Office
ENERGY MANAGER GRANT

Purpose:

The grant is designed to assist coalitions of local governments in hiring an energy manager by providing a \$50,000 annual stipend for up to two years. A new position may be created or the duties may be added to an existing position. The energy manager will develop a short-term and long-term plan for each of the coalition members and work with them to transform their energy usage and awareness.

The grant is intended to result in the following:

- Reduced energy use and improved energy efficiency in public and private buildings.
- Reduced consumption of fuel in vehicles and equipment.
- Increased awareness of energy conservation and efficiency.
- Increased participation in programs related to energy conservation and management.

Eligible Applicants:

Coalitions of local governments (cities, counties, and school districts) may apply for this grant. The coalition must designate a city or county as the lead applicant. Cities and counties that received a direct allocation of Energy Efficiency and Conservation Block Grant (EECBG) funds from the U.S. Department of Energy (DOE) are not eligible for this grant. ¹

Minimum Qualifications for Coalitions:

1. Coalition must include a minimum of three political subdivisions.
2. Coalitions must collectively own a minimum of 200,000 square feet of facility space or have total annual energy expenditures of at least \$250,000. Energy expenditure total may include purchased electricity, gas, water and vehicle fuel.

Minimum Qualifications for Energy Managers:

1. A four-year engineering or architectural degree, or a registered Professional Engineer (P.E.), or Registered Architect (R.A.) with at least three years experience in energy engineering or energy management.
2. A four-year business or related degree, with at least five years experience in energy engineering or energy management.
3. A two-year technical degree, with eight years experience in energy engineering or energy management.
4. Ten years or more verified experience in energy engineering or energy management.

Scope of Work:

Coalitions will establish an energy manager position and hire a full-time energy manager for two years.

In the first 6 months of the grant period, the energy manager must meet all requirements listed below.

1. Attend a mandatory certified energy manager training, sponsored by the State Energy Office.
2. Categorize current energy use by fuel type, operating division, operating entity, facility or department (in the case of transportation) for both the built environment and the transportation uses of the coalition.

¹Counties that received funds directly from DOE: Butler, Cowley, Crawford, Finney, Johnson, Leavenworth, Lyon, Montgomery, Sedgwick, and Shawnee. Cities that received direct funds: Hutchinson, Kansas City, Lawrence, Lenexa, Manhattan, Olathe, Overland Park, Salina, Shawnee, Topeka, and Wichita.

3. Collect a minimum of 12 months of energy usage and cost data across all fuel types and calculate all greenhouse gas emissions from all sources using EPA Greenhouse Gas Equivalencies Calculator.
4. Identify energy-using facilities, vehicles, and operations that are performing poorly and create a prioritized list of improvements.
5. Develop awareness and skill in utilizing all federal, state, and local public programs to assist in energy upgrades for the energy using units of the coalition.

During the two-year grant period, the energy manager must strive to meet the goals listed below.

1. Conduct regular meetings with local government officials on energy-efficiency upgrade opportunities, hold energy conservation training for all personnel, and identify possible alternative energy upgrades for future implementation.
2. Establish an outreach program for providing energy-efficiency information and identifying opportunities in the community for energy efficiency improvements.
3. Develop a plan for systemic, prioritized energy-efficiency upgrades for all energy-using facilities and equipment, including opportunities for fuel switching and load shifting/leveling.

Source of Funding:

The State Energy Office (SEO) a division of the Kansas Corporation Commission (KCC) has established the energy manager grant program, using \$2,556,100 of the Energy Efficiency and Conservation Block Grant (EECBG) funds authorized by the American Recovery and Reinvestment Act of 2009 (ARRA).

Reporting:

These grants are subject to the Federal Funding Accountability and Transparency Act of 2006, as well as ARRA reporting requirements. The lead applicant will receive all funds and provide all reports directly to the SEO. Reporting requirements include monthly payment requests with supporting documentation, as well as other data necessary to assess the success of the program.

Energy Efficiency Building Codes:

All applicants must commit to work towards the voluntary adoption of energy efficiency building codes in their local jurisdictions. The KCC formed the Energy Efficiency Building Codes Working Group to develop a plan to ensure compliance with this ARRA requirement by 2017. The SEO will assist grantees in meeting this requirement.

Ability to Sustain Position:

Preference will be given to applicants that provide a plan to fund the position beyond the two-year grant period. Coalitions are encouraged to consider and evaluate dollar savings from cost-effective energy efficiency and conservation measures as a source of financing the Energy Manager position, including utilization of existing programs (e.g., FCIP and Efficiency Kansas Loan Program).

Applying for Grant:

1. Coalitions must submit a completed application package, which includes:
 - a. Energy Manager Grant Application
 - b. Letters of support from each coalition member that clearly indicate their intention to participate in this coalition.
2. Applications must be received by May 15, 2010, and will be reviewed on a first-come, first-served basis until funds are exhausted.

Changes: The SEO may make changes as it evaluates the response to the program. These grant funds are a result of the ARRA and are subject to the availability and requirements in place at the time of award.

ATTACHMENT B
TERMS AND CONDITIONS

Attachment B: Special Terms and Conditions for Recipients of Energy Managers Grants

This attachment summarizes the requirements for all recipients, both Grantees and Subcontractors, of the U.S. Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) funds authorized under the American Recovery and Reinvestment Act of 2009 (ARRA). **These requirements must be met in order to receive reimbursement for expenditures associated with the EECBG-funded Energy Managers Program, administered by the State Energy Office.** Please note that some requirements apply to both Grantees and Subcontractors.

Definitions

- **Grantees** are the representatives of cities, counties, or other eligible entities that received funds directly from the State Energy Office and signed a contract with the KCC. (Grantees are sometimes termed Subrecipients and Subawardees in DOE literature.)
- **Subcontractors** are anyone hired by Grantees or by another Subcontractor. **Prime Contractors** are the primary contractors on the project (may be the same individual as the Grantee).
- **Official designees** are individuals with a legally defined fiduciary responsibility for Grantees or Subcontractors.

DOE Flowdown Requirements

The State Energy Office strongly recommends that Grantees and Subcontractors review the U.S. DOE Subrecipient or Subcontractor Flowdown Requirements, which are included on page 4 of this document. The State Energy Office reserves the right to add to this list of required information, as required by the U.S. Department of Energy.

Forms

Forms referenced herein are attached and are also available electronically on the State Energy Office web site: (http://kcc.ks.gov/energy/arra/eecbg_info.htm). Unless noted otherwise, forms may be submitted electronically.

U.S. mail submission: Request for Reimbursement should be addressed to the State Energy Office, 1300 SW Arrowhead Road, Suite 100, Topeka, KS 66604-4074.

Email submission: Forms that may be sent by email should be addressed to eecbgreporting@kcc.ks.gov.

Fax submission: 785-271-3268

State Energy Office Contact Person

If you have questions or need more information, please contact:

Ann Furlong
a.furlong@kcc.ks.gov
785-271-3121

Requirements for Grantees

- 1) **Maintain Separate Accounting:** Grantees must segregate the obligations and expenditures related to the EECBG grant funding and revise financial and accounting systems, as needed, to segregate, track, and maintain these funds apart and separate from other revenue streams.
- 2) **Submit Annual Request for Reimbursement to the State Energy Office for Energy Manager salary:** Grantees must submit the Request for Reimbursement of Services form for Energy Managers to the State Energy Office, along with support documentation for hiring the individual. This form must be signed by the Prime Grantee or their official designees. Faxed copies may be submitted to speed payment, but they must be followed up with the original certified form sent by U.S. mail.
- 3) **Submit Monthly Requests for Reimbursement for Materials and Supplies:** Grantees must submit the monthly Request for Reimbursement of Services form for Energy Managers to the State Energy Office, along with support documentation. This form must be signed by the Prime Grantee or their official designees. Faxed copies may be submitted to speed payment, but they must be followed up with the original certified form sent by U.S. mail.
- 4) **Comply with Subrecipient or Subcontractor Flowdown Requirements:** Grantees and Subcontractors shall comply with any applicable Federal statute or rule, Office of Management and Budget Circular and Government-wide guidance in effect at the date of the award listed on page 4 of this document. *All* federal regulations referenced in the Subrecipient or Subcontractor Flowdown Requirements are listed on the State Energy Office web site (http://kcc.ks.gov/energy/arra/eecbg_forms.htm).
- 5) **Submit Salary Expenditure for Energy Manager:** By the 5th day of each month, Grantees will be required to submit a Salary Expenditure for Energy Manager Form.
- 6) **Submit Required Reporting Metrics:** By the 10th day of the month following the completion of an energy audit, Grantees must submit the Energy Managers Reporting Form.
- 7) **Develop Milestones:** Grantees will be required to develop milestones for their projects, in cooperation with the State Energy Office, that detail plans and steps taken to enable energy efficiency and conservation. These will be due on April 10th, July 10th, October 10th, and January 10th.
- 8) **Post a Notice Regarding Whistleblower Protection:** Any non-federal employer receiving ARRA funds is required to post a notice regarding whistleblower protections at all ARRA job sites. The Whistleblower Rights poster, entitled "Know Your Rights Under the Recovery Act," is available online:
<http://www.recovery.gov/Contact/ReportFraud/Pages/WhistleBlowerInformation.aspx>.

- 9) **[Optional] Projects Recommended by Energy Managers:** Although it is not a requirement, energy managers hired under this grant are encouraged to ensure that any projects they recommend meet the environmental and historical preservation criteria outlined in Attachment E. A sample Waste Management Plan is available on the State Energy Office web site (http://kcc.ks.gov/energy/arra/eecbg_info.htm).
- 10) **[Optional] Federal “Buy American” Provisions:** Although it is not a requirement, energy managers hired under this grant are encouraged to comply with federal “Buy American” provisions for any project they oversee (see description online: http://www1.eere.energy.gov/recovery/buy_american_provision.html). In short, this is a federal requirement that “all iron, steel and manufactured goods used in the project [be] produced in the United States” unless the cost would be “unreasonable” OR these items cannot be purchased domestically in “sufficient and reasonably available quantities and ... quality.”

Summary of Regular Reporting Requirements

Requirement	Due Date
1. The grantee shall submit the Request for Reimbursement of Services - Energy Managers by regular US mail to the State Energy Office, along with supporting documentation on a monthly basis (SEO Form 1).	One Year from the Award Date of the Grant for the Energy Manager Salary and Monthly for Materials and Supplies.
2. The grantee shall submit Project Reporting Metrics - Energy Managers to State Energy Office, following completion of building energy audits (SEO Form 2).	10 th day of month following the completion of an energy audit.
3. The grantee shall submit Milestones - Energy Managers to State Energy Office on a quarterly basis (SEO Form 3).	April 10 th , July 10 th , October 10 th , January 10 th
4. The grantee shall submit the Salary Expenditure for Energy Manager (SEO Form 4).	5 th day of each month

DOE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS

Subawardees who receive federal funds under an assistance agreement shall comply with 10 CFR 600.2(b), 10 CFR 600.236, and 10 CFR 600.237. Any new, continuation, or renewal award and any subsequent subaward shall comply with any applicable Federal statute, Federal rule, Office of Management and Budget (OMB) Circular and Government-wide guidance in effect as of the date of such award. These requirements include, but are not limited to the following:

- a. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- b. In addition to 10 CFR 600, Appendix A, Generally Applicable Requirements, the National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm apply.
- c. 2 CFR 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)."
- d. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments" Common Rules.
- e. OMB Circular A-21, "Cost Principles for Educational Institutions," OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or FAR at 48 CFR Part 31, "Contract Cost Principles and Procedures," for Profit Organizations, as applicable.
- f. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- g. Subawardee Application/proposal as approved by DOE.

ATTACHMENT C

FORMS

KANSAS CORPORATION COMMISSION
State Energy Office

Request for Reimbursement of Services - Energy Managers

Subgrantee Name: _____ Agreement/Encumbrance #: _____

Project/Activity: _____

Reimbursement requested for the following month:

<input type="checkbox"/> July	<input type="checkbox"/> October	<input type="checkbox"/> January	<input type="checkbox"/> April	<input type="checkbox"/> Final
<input type="checkbox"/> August	<input type="checkbox"/> November	<input type="checkbox"/> February	<input type="checkbox"/> May	<input type="checkbox"/>
<input type="checkbox"/> September	<input type="checkbox"/> December	<input type="checkbox"/> March	<input type="checkbox"/> June	<input type="checkbox"/>

Reimbursement requests shall be submitted to this office within 15 days of the end of the month. Late invoices may be included in the next month's reimbursement request.

<input type="checkbox"/> Quarterly Report Submitted	<input type="checkbox"/> Quarterly Report Submitted	<input type="checkbox"/> Quarterly Report Submitted
Oct 15 Deadline	Jan 15 Deadline	April 15 Deadline
Quarterly reports due for special projects 5 days after end of quarter. The next month's reimbursement will not be processed until your quarterly report has been received by this office.		

PERSONNEL EXPENSES (From Line 1), Page 2 \$0.00
 OPERATING EXPENSES (From Line 2), Page 4 \$0.00
TOTAL ELIGIBLE PROJECT COSTS \$0.00

Subgrantee Representative _____ Date _____
 (Signature Required)

Billing Prepared By: _____ Phone _____
 (Typed name)

Mail to: State Energy Office, Kansas Corporation Commission, 1300 SW Arrowhead Road, Suite 100, Topeka, KS 66604-4074

Request for Reimbursement of Services
(Continued)

OPERATING EXPENSES

c. TRAVEL (Attach detail, see page 5)
 * Private Car Mileage 0 miles @ \$0.44 per mile \$0.00
 Airfare \$0.00
 * Lodging \$0.00
 * Meals (Per Diem) \$0.00
 Registration Fees \$0.00
 Other (specify) _____ \$0.00
 Total \$0.00

* For State rates see <http://da.state.ks.us/ar/employee/travel/travbk.htm> (Employee Travel Expense Reimbursement Handbook)

d. EQUIPMENT (Specify)
 _____ \$0.00
 _____ \$0.00
 _____ \$0.00
 Total \$0.00

e. SUPPLIES (Specify)
 _____ \$0.00
 _____ \$0.00
 _____ \$0.00
 Total \$0.00

f. CONTRACTUAL / CONSULTANTS
 _____ \$0.00
 _____ \$0.00
 _____ \$0.00
 Total \$0.00

Request for Reimbursement of Services
(Continued)

g. OTHER	
Postage	\$0.00
Telephone	\$0.00
Printing	\$0.00
Advertising	\$0.00
Data Processing Fees	\$0.00
Speaker Fees	\$0.00
Other (Specify) _____	\$0.00
Other (Specify) _____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
Total	\$0.00

h. TOTAL OPERATING EXPENSES (Line 2) \$0.00

Request for Reimbursement of Services
INSTRUCTIONS

Vendor shall submit to the Kansas Corporation Commission, no later than the 15th day of each month, a Request for Reimbursement of Services which documents and certifies the reimbursable costs incurred in the performance of service, as required in the contract agreement, during the preceding month. *The KCC shall not be liable for reimbursement of any cost requisitioned by any voucher submitted later than 45 days following the expiration of the contract agreement.*

Subgrantee Name: Self-explanatory.

Project/Activity: Self-explanatory.

Agreement/Encumbrance #: See Contract Cover Sheet in the upper right-hand corner in the box labeled Current Document Number. The number should appear as A10 etc.

Reimbursement requested for the following month: Please check appropriate box for month which reimbursement is being requested. If final payment, please check box indicating final.

Subgrantee Representative: Project leader or contact person. Signature required.

Billing Prepared By: Self-explanatory.

PERSONNEL

Employee Salaries: Submit copy of payroll sheets for each employee which hours are being requested for reimbursement. Payroll must be for pay periods included in reimbursement request.

Consultants: Indicate activity associated with hours worked.

OPERATING EXPENSES

Travel (Attach detail): For State rates see <http://da.state.ks.us/ar/employee/travell/travbk.htm> (Employee Travel Expense Reimbursement Handbook).

Private car mileage - Detail should include date travel occurred, destination (to and from), and number of miles.

Airfare - Receipt required.

Lodging - Receipt required.

Meals (per diem) - Show date, time departed and returned.

Registration fees - Receipt required.

Other (specify) - Self-explanatory.

Equipment, Supplies, Contractual/Consultants, Communication, Printing & Advertising, Rent: Self-explanatory.

SEO Form 2

Energy Managers Project Reporting Metrics
EECBG Grant Number DE-EE0000727

Date Prepared: _____
Organization: _____
Award Number: _____

Preparer Name: _____
Title: _____
Contact Number: _____
E-mail Address: _____

Building Energy Audits

No.	Date Audit Performed	Building Audited	Floor Space Audited	Auditor's Projection of Energy Savings in kWh's
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

SEO Form 3

Energy Managers Milestones
EECBG Grant Number DE-EE0000727

Date Prepared: _____
Organization: _____
Award Number: _____

Preparer Name: _____
Title: _____
Contact Number: _____
E-mail Address: _____

Milestones

Line No.	Number Planned	Activity	Planned Start Date	Planned Finish Date	Actual Start Date	Actual Finish Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

Comments

SEO Form 4

Salary Expenditure for Energy Manager

To be submitted by the fifth of each month.

Date Prepared: _____
 Organization: _____
 Award Number: _____

Preparer Name: _____
 Title: _____
 Contact Number: _____
 E-mail Address: _____

Year One:
 Grant Amount \$65,000.00
 Cumulative Annual Expenditures \$0.00
 Balance Remaining \$65,000.00

Note: The following schedules are presented for your use. Please reflect the starting month of the Energy Manager. This form must be accompanied by support documenting monthly expenditures.

Start Month of Energy Manager:	Year One	Expenditures
	Jul-10	\$0.00
	Aug-10	\$0.00
	Sep-10	\$0.00
	Oct-10	\$0.00
	Nov-10	\$0.00
	Dec-10	\$0.00
	Jan-11	\$0.00
	Feb-11	\$0.00
	Mar-11	\$0.00
	Apr-11	\$0.00
	May-11	\$0.00
	Jun-11	\$0.00
	Total	\$0.00

Year Two :
 Grant Amount \$65,000.00
 Cumulative Annual Expenditures \$0.00
 Balance Remaining \$65,000.00

Start Month of Energy Manager:	Year Two	Expenditures
	Jul-11	\$0.00
	Aug-11	\$0.00
	Sep-11	\$0.00
	Oct-11	\$0.00
	Nov-11	\$0.00
	Dec-11	\$0.00
	Jan-12	\$0.00
	Feb-12	\$0.00
	Mar-12	\$0.00
	Apr-12	\$0.00
	May-12	\$0.00
	Jun-12	\$0.00
	Total	\$0.00

ATTACHMENT D

DA 146a

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."