CITY COMMISSION AGENDA
City Hall Commission Chambers
Monday, May 16, 2011
7:00 p.m.
MEETING #4845

CALL TO ORDER

ROLL CALL

INVOCATION: by Rev. Darrell Hendrickson of the First Church of God

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

   National Public Works Week

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, May 2, 2011
   3. Approval of Change Order No. 1 of Bicycle/Pedestrian Path.
   4. Approval of Lease at Hennessy Hall with Urban League.
   5. Approval of Purchase of Insulation for Civic Center Roof.

ORDINANCES & RESOLUTIONS


Resolution No. 2011-18: A Resolution Determining it Necessary to Repair and Resurface Certain Streets Within the City of Dodge City, Kansas; and Authorizing and Providing for the Payment of the Costs Thereof. Report by Director of Finance/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of payment to easement acquisitions for pipeline for Wastewater Reclamation Facility. Report by Director of Engineering, Ray Slattery.

2. Approval of Candletree Addition Unit 5 Final Plat. Report by Director of Development Services, Dennis Veatch.

3. Approval of Lease with Richard Cornejo for the All-4-Fun Facility. Report by Director of Parks & Recreation, Paul Lewis.


5. Ratification of Proposal from Mid America Liner, LLC to Remove and Replace Lagoon Cover #3. Report by Superintendent of Public Works, Mike Klein.

6. Approval of Nicole Noble to fill the United Way vacancy on the Cultural Relations Advisory Board. Report by Director of Public Information, Jane Longmeyer.

OTHER BUSINESS

ADJOURNMENT
PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Rick Sowers, Mayor of the City of Dodge City, do hereby proclaim the week of May 15 through May 21, 2011 as

"NATIONAL PUBLIC WORKS WEEK"

in the City of Dodge City, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and the Seal of the City of Dodge City this 16th day of May, 2011.

________________________________________
Rick Sowers, Mayor

Attest

________________________________________
Nannette Pogue, City Clerk
CALL TO ORDER

ROLL CALL: Mayor Rick Smoll, Commissioners Jim Sherer, Michael Weece and Monte Broeckelman were present. Commissioner Kent Smoll was absent.

INVOCATION: by Rev. Darrell Hendrickson of the First Church of God

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Motorcycle Awareness Month Proclamation was presented. Rod Baker with ABATE of Kansas made comments.

National Train Day Proclamation was presented. Director of Convention and Visitors Bureau, Jan Stevens, commented on National Train Day and their activities planned.

National Tourism Week Proclamation was presented. Marketing Director of Boothill Casino & Resort, Jessica McNeice, commented on National Tourism Week.

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).

Director of Public Information, Jane Longmeyer, presented the Character Trait – Discernment, for May 2011.

Lara Brehm of Boot Hill Museum thanked the Commission for their support of tourism.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, April 18, 2011
2. Appropriation Ordinance No. 9, May 2, 2011
3. Cereal Malt Beverage License
   a. Tianguis, 512 S. 2nd Avenue
   b. Wal-Mart Supercenter #372, 1905 N. 14th Avenue
   c. Dodge City A’s, Cavalier Field, San Jose Drive
   d. Dodge City Roundup, Inc., 608 S. 14th Avenue

Commissioner Jim Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Michael Weece. The motion carried 4-0.
ORDINANCES & RESOLUTIONS

Resolution No. 2011-15: A Resolution Pursuant to K.S.A. 26-201 Regarding Condemnation of Property for Permanent Utility Easements and Temporary Construction Easements for the City of Dodge City, Kansas was approved on a motion by Commissioner Monte Broeckelman, seconded by Commissioner Michael Weece. Motion carried 4-0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Payment for easement acquisitions for pipeline for Wastewater Reclamation Facility totaling $18,929.00 was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Monte Broeckelman. Motion carried 4-0.

2. Purchase of Laptop Computers for Police Department from Dell in the amount of $46,398.20 was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried 4-0.

3. Purchase of Fire Apparatus from Pierce in the amount of $404,178.00 was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried 4-0.

OTHER BUSINESS

Ken Strobel, City Manager:
- Reported that since the announcement to not operate All-4-Fun for 2011, we have received inquiries from companies wishing to operate. The City will seek proposals to operate that facility;
- Attended City Manager’s Conference in Lawrence. Met with Lobbyist and Department of Commerce during the trip;
- Welcomed the 110th Annual Knights of Columbus Convention to Dodge City this past weekend;
- Attended Arbor Day function. Thanked the Shad Tree Commission for the work; and
- Complimented Ford County on the State of the County Presentation.

Cherise Tieben, Assistant City Manager:
- Met with US Department of Agriculture as host community to discuss USDA Rural Development Programs.
Jane Longmeyer, Director of Public Information:

- Main Street Fundraiser – Dining on the Go to be held Saturday, May 14th; and
- Worked with class from DCCC, which is helping in Wright Park with painting park shelters.

Commissioner Michael Weece:

- One of the things that separates Dodge City from other communities is their Ambassadors, Charlie Mead and Jim Sherer, who were inducted into Dodge City Community College Hall of Fame.

Commissioner Monte Broeckelman:

- Reported on the racing season, reminded everyone there are races this coming weekend; and
- Reported that group of Dodge City Girls Gymnastics will be going to Nationals in Orlando, Florida.

Mayor Rick Sowers:

- Echoed Michael Weece’s sentiments.

**ADJOURNMENT:** Commissioner Monte Broeckelman moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

________________________________
Rick Sowers, Mayor

ATTEST:

________________________________
Nannette Pogue, City Clerk
Memorandum

To: City Manager
   Assistant City Manager
   City Commissioners

From: Ray Slattery,
      Director of Engineering Services

Date: May 8, 2011
Subject: Bicycle/Pedestrian Path PK 0901
Agenda Item: Consent Calendar

Recommendation: Approve change order No. 1 of the Bicycle/Pedestrian Path

Background: Bicycle/Pedestrian Path was approved by the Commission on May 17, 2010.

Justification: Concrete Pavement (7”) – The increase of 34 S.Y. represents actual field measurements and area calculations from these measurements. The construction limits of the 7” concrete where as indicated on the plans.

Concrete Curb & Gutter (All Types) – The increase of 119 L.F. represents actual field measurements. There was a section of curb & gutter on the College’s exit drive that had settled and had to be replaced so the cross-slope of the path would meet specifications. Another addition to the quantity came at the inlets along Nate Reese Rd. These inlets were replaced as part of the project for accessibility issues, but the curb & gutter adjacent to the inlets was not shown to be replaced. The existing inlets/curb & gutter were more or less a one piece unit, so the curb & gutter had to be removed and replaced.

Concrete Sidewalk (4”) – The decrease of 192 S.Y. represents actual field measurements. From the time the plans were started to when the project was bid, a portion of the path was constructed by another project and the quantities were not revised to show this reduction.

ADA Ramp (6”) – The decrease of 486 S.Y. represents actual field measurements. As stated above, from the time the plans were started to when the project was bid, a portion
of the path was constructed by another project and the quantities were not revised to show this reduction.

Bike Rack – This item was deleted from the project. Speir’s Park is undergoing renovations. Due to the renovation plans, the Bike Rack was going to be located in the wrong location. Staff decided instead of placing the rack in the wrong location and then removing it during the renovation it would not be installed. The Parks Department took possession of the rack since it was already delivered to the site and will install it as part of the renovations of the park.

15” Storm Sewer Pipe (RCP) – The increase of 4 L.F. represents actual field measurements. The storm pipe was extend to provide a better transition of the fill for the path and existing grade and a greater distance from the edge of the path to the slope of the fill area.

Bike Rack Only, No Installation – As stated above the bike rack was not installed as part of this project, but it was delivered to the site. City forces will be installing the rack at a later date.

**Financial Considerations:** Change Order No. 1 is for a decrease of $163.73

**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 No. 1
# CITY OF DODGE CITY

## Change Order

**CONTRACT FOR:** Bicycle/Pedestrian Path  
**CONTRACTOR:** JAG Construction Co., Inc.

**PROJECT NUMBER:** 29 TE-0325-01/ARRA-7032(501) PK 0901  
**REQUEST NUMBER:** 1

<table>
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<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>CONTRACT OR PREVIOUS QUANTITY</th>
<th>ADJUSTED QUANTITY</th>
<th>AMOUNT OF OVERRUN OR UNDERRUN</th>
<th>CONTRACT UNIT PRICE</th>
<th>NEW UNIT PRICE</th>
<th>DOLLAR AMOUNT OF CHANGE</th>
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<tr>
<td>Concrete Pavement (7&quot;)</td>
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<td>373</td>
<td>407</td>
<td>34</td>
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<td>$1,253.00</td>
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<td>50842</td>
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<td>$(528.00)</td>
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<tr>
<td>ADA Ramp (6&quot;)</td>
<td>SF</td>
<td>1070</td>
<td>584</td>
<td>-486</td>
<td>$6.00</td>
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<td>$(2,916.00)</td>
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<td>0</td>
<td>-1</td>
<td>$800.00</td>
<td></td>
<td>$(800.00)</td>
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<tr>
<td>15&quot; Storm Sewer Pipe (RCP)</td>
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<td>72</td>
<td>4</td>
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<tr>
<td>Bike Rack Only - No Installation</td>
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<td>1</td>
<td>1</td>
<td>$482.67</td>
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**NET DECREASE:** $163.73

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

**Contractor:** JAG Construction Co., Inc.

**By:**

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**RECOMMENDED FOR APPROVAL:**

Ray Slattery, P.E.  
Director of Engineering Services

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**Nannette Pogue, City Clerk**  
**Mayor or City Manager**
**Invoice**

**Date:** 10/27/2010  
**Invoice No.:** 45032  
**Customer P.O. No.:** 7905

**Project:** 45032 Dodge City Bike Path

**Ship To:**  
JAG Construction/Dodge Bike Path  
Chris Mills  
11257 109th Road  
Dodge City, KS 67801

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Thank you for this opportunity and we look forward to working with you!

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<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
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<td>Thomas Steele #GNB-6-PM-IG-P Genova 6' Bench, Perforated Metal, Inground Mount, powder coated COLOR = BERRY</td>
<td>1,267.00</td>
<td>3,801.00T</td>
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<td>3</td>
<td>Thomas Steele #GNTR-32-P 32gallon Trash Receptacle, LID-C, powder coated COLOR = BERRY</td>
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<td>1</td>
<td>Madrax #WP-158-7-SF-P 5 Loop Wider Plus surface flange, 7 bike powder coated COLOR = BERRY</td>
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<td>1</td>
<td>Shipping</td>
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**PAYMENT TERMS:** Net 30 days with approved credit and/or tax-supported government agencies.

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**Total**  
$7,486.00

**Payments/Credits**  
$0.00

**Balance Due**  
$7,486.00
Memorandum

To: City Manager
   Assistant City Manager
   City Commissioners

From: Paul Lewis

Date: May 13, 2011

Subject: Urban League of Kansas Lease

Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the lease with Urban League of Kansas for space at Hennessy Hall.

Background: The Urban League of Kansas desires to lease space at Hennessy to house their operations and services. The Urban League is a Kansas not-for-profit corporation that offers programs in housing, education, and workforce development including landlord-tenant and housing counseling, education initiatives, and no-cost job training. The programs they offer are often based on service contracts and grants funded through federal and state initiatives.

The space being rented is on the second floor and is designated as room 135. The Urban League represents the sixth tenant for the building.

Justification: The Urban League of Kansas is a not-for-profit public service enterprise that is consistent and compatible with other entities currently housed in the facility.

Financial Considerations: The annual lease payment will be $6,000 based on the standard $6 per sq. ft. price charged to tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

Purpose/Mission: This lease agreement is consistent with the City’s core purpose of Ongoing Improvement as it facilitates additional resources for citizens as they strive to provide and maintain housing and educate themselves to improve their quality of life.

Legal Considerations: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for three years but includes an early termination clause due to the contractual nature of the Urban League’s operation. Should they desire to terminate the agreement they agree not to rent any other space in Ford County for the term of this agreement.

Attachments:
Lease Agreement
Exhibit A – Floor Plan
HENNESSY HALL
LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Dodge City, Kansas a municipal corporation (LANDLORD), and Urban League of Kansas, Inc., a Kansas not-for-profit corporation, (TENANT).

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

1. LEASE PREMISES: The LANDLORD hereby leases to the TENANT part of that property known as Hennessy Hall, located on the former St. Mary’s of the Plains College Campus in Dodge City, Kansas. Attached hereto as exhibit “A” are the specifications of Hennessy Hall. That portion of the premises hereby leased to TENANT is outlines in red, comprising approximately one thousand (1,000) square feet. The outlined portion of Exhibit A, attached hereto and made apart hereof, is hereinafter collectively referred to as the “leased premises.”

2. TERM: The term of this lease shall be for a period of three (3) years commencing May 1, 2011 and terminating April 30, 2014, subject, however, to earlier termination as set forth herein.

3. LEASE RENTAL: During the term of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of six thousand dollars ($6,000) per year, representing a square footage rental rate of approximately $6.00 per square foot, said annual amount to be paid in equal advance monthly installments of $500, commencing on the first day of may, 2011 and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the “base rent.”

4. ADDITIONAL RENT: It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT’S proportionate share of any increase in the LANDLORD’S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT’S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:
(a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately one thousand (1,000) square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT’S proportionate percentage of the total building space is 2.6%.

(b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 2.6% the TENANT’S proportionate share of the entire building. A resulting amount is then divided by 1,000 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than $1.25 per square foot for any one year.

(c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on May 1 of the following year, and on the first day of each month thereafter until the next rental adjustment.

(d) The “base year” shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2011.

5. REPAIR AND MAINTENANCE: Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portion of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and any improvements or renovation made to the leased premises by TENANT, including but not limited to telephone
lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. No additional signage by TENANT is permitted.

7. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

8. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10. **TENANT RENOVATIONS:** The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to existing condition of the leased premises.

    Any renovations and remodeling contemplated by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

    TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

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

If the termination occurs during the year in which the improvements were made, reimbursement shall be 100% of the actual cost of improvements.

If the termination occurs during the first year following the year in which the improvement was made, the reimbursement shall be 67% of the actual cost of such improvements.

If termination occurs during the second year following the year in which the improvement was made, the reimbursement will be 33% of the actual cost of such improvements.

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

12. TERMINATION BY TENANT: LANDLORD acknowledges TENANT anticipates conducting operations subject to State and Federal government funding. Should TENANT fail to receive adequate funding to continue operations, TENANT may terminate the lease by providing LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should TENANT terminate the lease under this provision, TENANT shall not rent, lease or sub-lease any other space with Ford County for the purpose of conducting office operations for the term of this lease.

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

13. TENANT LIABILITY INSURANCE: The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least $500,000 that will save and protect the LANDLORD form any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.
It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT’S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney’s fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

15. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by and act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD’S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation with twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT’S obligation to pay rent hereunder shall abate during the period of LANDLORD’S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.

16. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.

17. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

18. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity or any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent
upon it under the provisions of this lease, and the same shall be binding on the LANDLORD’s assignee.

19. RULES AND REGULATIONS: The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

20. NOTICES: Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 2nd Avenue, PO Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Urban League of Kansas, Inc., 2418 E. 9th Street N. Wichita, Kansas 67214.

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

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

________________________________________
DATE
CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: ________________________________
    Mayor

APPROVED:

______________________________
NANNTETTE POGUE, CITY CLERK

URBAN LEAGUE OF KANSAS, INC.,
By:__________________________________

Chester Daniel, President
Memorandum

To: City Manager
    Assistant City Manager
    City Commissioners

From: Mary Trent

Date: May 12, 2011

Subject: Civic Center Roofing Project

Agenda Item: Consent Calendar

On April 15th, high winds substantially damaged the Civic Center roof. Diamond Roofing began temporary repairs on April 18. Because of the nature of the damage and the potential for additional damage repairs have moved forward. The total estimate for repairs is $162,816.50. This amount includes a heavier cap sheet than the damaged one, a 20 yr warranty and $11,458.00 for repairs to the soffit.

Additionally the commissioners were polled by the City Manager with regard to the addition of R-12 insulation. The response was positive, and the additional cost of $63,480 has been added to the contract.

Weather permitting the work should be completed no later than May 26, 2011.

Funds are available from the capital improvement/building fund to cover the cost of the insulation.

The roofing expense will be covered by insurance subject to our $25,000 deductible.
CONTRACT AGREEMENT
City of Dodge City Civic Center Roof Replacement

Diamond Roofing

THIS AGREEMENT made and entered into this __1st__ day of ___May____, 2011, by and between:

THE CITY OF DODGE CITY, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas, Party of the First Part, hereinafter referred to as “CITY”; and

Diamond Roofing, Party of the Second part and hereinafter referred to as “CONTRACTOR”;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, CONTRACTOR hereby agrees with CITY to commence and complete the construction of certain improvements described as follows:

Removal and replacement of the City Center roof, and all extra work in connection therewith, under the terms as stated in the contract documents and at his own expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, contractors liability insurance, labor and materials statutory bonds and other accessories and services necessary to complete said construction in accordance with the contract documents as defined in the General Conditions. Please see attached addendum for specific information.

CITY agrees to pay the CONTRACTOR for the performance of the work embraced in this contract, subject to additions and deductions as approved in writing by City. For the sum of $226,656.50 (Two Hundred Twenty Six Thousand six hundred Fifty Six Dollars and 50/100) Payment for this contract will be on a pay estimate based on percentage of work completed and covered by the specifications as provided in the contract documents in the manner provided in the General Conditions.

CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him and to substantially complete the work in good workmanlike manner within the time specified in the contract documents. The City has established a contract performance time of 60 calendar days. Construction shall commence on or about 5/1/2011, roofing/insulation project shall be completed by 7/1/2011.

CITY and CONTRACTOR agree that time shall be considered the essence of the Contract and that the time of completion described hereinabove is a reasonable time for completion of the work. CONTRACTOR acknowledges that should he fail to complete the work within the time herein specified, or in any proper extension thereof granted by the CITY, the CONTRACTOR does hereby agree to pay to the CITY the amount of $ 500.00, Five Hundred Dollars as liquidated damages for such breach of contract for each and every calendar day that the CONTRACTOR shall be in default.
Mary Trent

From: Shawn Mead [shawn@diamond-roofing.com]
Sent: Thursday, April 28, 2011 8:40 AM
To: Mary Trent
Subject: Insulation budgets

For your information if you wanted to add R-value with insulation as follows:

- R-12 with ⅛” Coverboard
  Add: $63,840.00
- R-18 with ⅛” Coverboard
  Add: $74,480.00
- R-24 with ⅛” Coverboard
  Add: $90,440.00
- R-30 with ⅛” Coverboard
  Add: $101,080.00

Thank you!
April 21, 2011

City of Dodge City
Attn: Ben Overman / Travelers (Property Major Case Unit)
806 North Second Ave.
Dodge City, KS 67801

Re: Roof Replacement due to wind damage on 04/15/11.
Location: Dodge City Civic Center 2110 1st Ave., Dodge City Kansas

We propose to furnish all material necessary to complete as follows:

- Emergency setup & mobilization 254 sq. @ $30.00 = $7,620.00
- Height (over 2 stories) 254 sq. @ $20.00 = $5,080.00
- Tear off existing roof system 254 sq. @ $110.00 = $27,940.00
- Landfill Disposal 63 ton @ $35.00 = $2,205.00
- Vented Base Sheet 266 sq. @ $100.00 = $26,600.00
- Base Sheet 266 sq. @ $80.00 = $21,280.00
- Cap Sheet 266 sq. @ $180.00 = $47,880.00
- Wall Flashings 3’ 52 l.f. @ $15.00 = $780.00
- Wall Flashings 1.5’ 96 l.f. @ $10.00 = $960.00
- Caulk Joint Counter Flashing 36 l.f. @ $12.00 = $432.00
- Drains 10 ea. @ $200.00 = $2,000.00
- Penetrations / Pitch Pockets 14 ea. @ $95.00 = $1,330.00
- Wood Nailer 515 l.f. @ $1.50 = $772.50
- Gravel Stop 515 l.f. @ $6.50 = $3,347.50
- Gravel Stop Cleat 515 l.f. @ $4.50 = $2,317.50
- Counter flashing 148 l.f. @ $5.50 = $814.00

Total Roofing = $151,358.50

- Soffit & Gyp Deck Repair 1 @ $11,458.00 = $11,458.00

Total Contract Price: = $162,816.50

If there are any questions or comments, please contact Shawn Mead. Thank you for your consideration of Diamond Roofing.

Authorized Signature

To indicate acceptance please sign and date below.

Accepted by: ____________________________ Date: ________________
Memorandum

To: City Manager
   Assistant City Manager
   City Commissioners
From: Dennis Veatch
Date: May 10, 2011
Subject: 711 Wilroads Garden rezoning
Agenda Item: Ordinance No. 3516

Recommendation: The Dodge City Zoning Board recommends approval of this zoning amendment.

Background: Carolyn Tepe is requesting this zoning amendment for the purpose of correcting an error in the previous zoning designation. The existing zoning maps showed this property to be zoned C-2, Highway Commercial. After further research it was determined that this was incorrectly labeled on the zoning maps and should have been noted as Agricultural. Property in Cecil Tracts no longer complies with agricultural regulations and is considered non-conforming. Ms. Tepe wants to be able to split off a part of her property to sell. The only way that would be possible is to rezone this property to R-S, Residential Suburban.

Justification: Rezoning this property to R-S, Residential Suburban will allow this property to conform to current zoning regulations.

Financial Considerations: None

Purpose/Mission: To bring this property into compliance with our zoning regulations.

Legal Considerations: None

Attachments: Ordinance No. 3516 and map showing proposed rezoning.
ORDINANCE NO. 3516

AN ORDINANCE REZONING A TRACT OF LAND KNOWN AS 711 WILROADS GARDEN ROAD FROM A, AGRICULTURE TO R-S, RESIDENTIAL SUBURBAN.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned from A, Agriculture to R-S, Residential Suburban:

    Lot 3, Cecil’s Tracts, Dodge City, Ford County, Kansas.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SIXTEENTH DAY OF MAY, 2011.

________________________________
RICK SOWERS, MAYOR

ATTEST:

________________________________
NANNETTE POGUE, CITY CLERK
Legend

- Proposed Re-Zoning
Memorandum

To: City Manager
   Assistant City Manager
   City Commissioners
From: Kevin Norton DCFD
Date: 05/16/2011
Subject: Temporary Suspension of Ord. No.2838 (Fireworks Ban)

Agenda Item: Ordinances and Resolutions

Recommendation: Approve the resolution.

Background: This resolution is the same as those that have been approved over the last several years. This was originally started as a request from Ford County in an effort to reduce the amount of fireworks being discharged in their jurisdiction.

Justification: In the past this resolution has been successful in reducing the discharge of fireworks in rural Ford County. This resolution was considered and discussed by the city fireworks committee and they are in favor of its approval.

Financial Considerations: None

Purpose/Mission: Mission Statement: "Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future." Temporarily lifting the ban on fireworks provides a limited opportunity for those people who choose this traditional method of celebrating our Independence Day.

Legal Considerations: None

Attachments: A copy of resolution no. 2011-16 is attached.
RESOLUTION NO. 2011-16

A RESOLUTION FOR THE TEMPORARY SUSPENSION AND WAIVER OF CERTAIN PROVISIONS OF ORDINANCE NO. 2838 AND THE UNIFORM FIRE CODE PERTAINING TO THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1: For the time periods and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, for the period from July 2, 2011 through July 4, 2011, between the hours of 10:00 a.m. to 11:00 p.m. of said days;

SECTION 2: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 2, 2011 through July 4, 2011, on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (Civic Center / Memorial Stadium).

SECTION 3: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 2, 2011 through July 4, 2011, on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

SECTION 4: Notwithstanding this suspension and waiver, officers of the Dodge City Fire Department and the Dodge City Police Department shall have the authority to confiscate any fireworks from any individual possessing the same, if in the opinion of said officer, the use or discharge of such fireworks is being conducted in such a manner as to create a health or safety hazard for the user or other persons, or in such a manner as to create a safety hazard to public or private property.

SECTION 5: This waiver will automatically expire at 11:01 p.m. on July 4, 2011, and may be rescinded prior thereto by action of the governing body.

SECTION 6: This Resolution shall take effect and be in force from and after its adoption and publication once in the official City newspaper.

Adopted by the governing body this 16th day of May, 2011.

________________________________________
Rick Sowers, Mayor

ATTEST:

________________________________________
Nannette Pogue, City Clerk
Memorandum

To: Ken Strobel, City Manager
    Cherise Tieben, Assistant City Manager

From: Nannette Pogue

Date: May 12, 2011

Subject: Resolution No. 2011-18

Agenda Item  Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2011-18

Background: So that the City can obtain financing for construction projects in the form of general obligation bonds or temporary notes, the project first needs to be authorized by Resolution of the City of Dodge City. In 2011, the City needs funding in the amount of approximately $1,357,000 plus associated financing costs for street reconstruction projects that have previously been approved by the City Commission in the 2011 Street Program. The projects to be paid by bonds or notes are: 6th Avenue mill and overlay from Comanche Street to Soule Street in the amount of approximately $377,400; reconstruction of West Division Street from 14th Avenue to Wright Avenue in the amount of approximately $579,400; and the design phase of Trail Street reconstruction from 2nd Avenue to 14th Avenue.

Justification: To issue General Obligation Bonds or Temporary Notes to fund these projects, street projects needs to be authorized by Resolution.

Financial Considerations: Once the projects are authorized, funding will be issued to fund these projects.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

Legal Considerations: None

Attachments: Resolution No. 2011-18
RESOLUTION NO. 2011-18

A RESOLUTION DETERMINING IT NECESSARY TO REPAIR AND RESURFACE CERTAIN STREETS WITHIN THE CITY OF DODGE CITY, KANSAS; AND AUTHORIZING AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 13-1038 et seq. (the “Act”) provides that the governing body of any city of the first class shall have the power to (a) declare by resolution the public necessity to, and its intent to, recurb, regutter, resurface or repave or repair any street or alley or any portion thereof in said city, and (b) cause said improvement to be made, provided that no street or alley or any portion thereof shall be recurbed, reguttered, resurfaced or repaved, under the provisions of the Act until at least ten (10) years have elapsed subsequent to the date of completion of such original improvement; and

WHEREAS, the Act further provides that cities having a population of more than 15,000 and less than 110,000 may pay the entire cost of resurfacing of any such streets city at large and issue bonds in payment of the cost thereof; and

WHEREAS, the City of Dodge City, Kansas (the “City”), is a city of the first class, with a population of approximately 25,955; and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to recurb, regutter, resurface or repave or repair certain streets located within the City under the authority of the Act, that at least ten (10) years have elapsed subsequent to the date of completion of such original improvements, and to authorize the issuance of general obligation bonds of the City to pay the costs thereof.

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

SECTION 1. Project Authorization. The governing body of the City hereby authorizes the following improvements (collectively the “Project”):

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th Avenue – Mill &amp; overlay from Comanche Street to Soule Street</td>
<td>$377,379.94</td>
</tr>
<tr>
<td>Division Street – Reconstruction of West Division Street from 14th Avenue to Wright Avenue</td>
<td>$579,403.66</td>
</tr>
<tr>
<td>Trail Street – Design phase of Trail Street reconstruction from 2nd Avenue to 14th Avenue</td>
<td>$400,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,356,783.60</strong></td>
</tr>
</tbody>
</table>

SECTION 2. Financing Authority. The City is hereby authorized to issue general obligation bonds (the “Bonds”) to pay the costs of the Project, plus interest on interim financing and associated financing costs.
SECTION 3. Reimbursement. Bonds may be issued to reimburse Project expenditures authorized herein made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
ADOPTED by the governing body of the City of Dodge City, Kansas, on May 16, 2011.

(SEAL)

______________________________
Rick Sowers, Mayor

ATTEST:

______________________________
Nannette Pogue, City Clerk

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2011-__ of the City of Dodge City, Kansas, adopted by the governing body on May 16, 2011, as the same appears of record in my office.

DATED: May 16, 2011.

______________________________
Nannette Pogue, City Clerk
Memorandum

To: Ken Strobel
   City Manager
From: Raymond A. Slattery, P.E.
   City Engineer
Date: May 9, 2011
Subject: Easement acquisition for pipeline for Wastewater Reclamation Facility
Agenda Item: New Business

Recommendation: Approve payment to acquire easements

Background: The City has been working for several months to acquire the necessary permanent and temporary easements for the new transmission and force main lines for the new reclamation plant. The Commission previously set just compensation amounts for all of the necessary parcels. We have negotiated with the various property owners and are now bringing to the commission several of the final offers.

Justification: The Commission needs to approve the final offers so that the easements can be purchased.

Financial Considerations: The appraisals have recommended the following offers:

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Dodge City Community College</td>
<td>$2,012</td>
</tr>
<tr>
<td>Closing Costs</td>
<td>$300</td>
</tr>
<tr>
<td>Title Insurance</td>
<td>$235</td>
</tr>
<tr>
<td>Filing Costs</td>
<td>$32</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,579</strong></td>
</tr>
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</table>

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</tr>
</thead>
<tbody>
<tr>
<td>STEGO, LTD</td>
<td>$9,629</td>
</tr>
<tr>
<td>Closing Costs</td>
<td>$300</td>
</tr>
<tr>
<td>Title Insurance</td>
<td>$235</td>
</tr>
<tr>
<td>Filing Costs</td>
<td>$64</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$10,228</strong></td>
</tr>
</tbody>
</table>

Grand Total $12,807

Purpose/Mission: The purchase of these easements will insure the completion of the project, which is necessary for the continued growth of Dodge City.

Legal Considerations: None
**Attachments:** Buyer’s closing statement that will need to be signed by the City Clerk. A map showing the easements under consideration tonight (blue hatch), acquired easement (green hatch) and those still needed (red hatch).
### BUYER'S CLOSING STATEMENT

**Prepared for:**
CITY OF DODGE CITY, KANSAS
806 N. 1ST AVENUE
DODGE CITY, KS 67801

**Prepared by:**
High Plains Land & Title
P.O. Box 878
107 Gunsmoke
Dodge City, Ks. 67801

**Property:**
TRACT IN THE NE/4 OF 22-26S-25W, FORD COUNTY, KS

**Seller:** DODGE CITY COMMUNITY COLLEGE

**Closing date (MO/DY/YR):** 05/06/11

**Closer:** BRENDA K. LEE

<table>
<thead>
<tr>
<th>DEBITS</th>
<th>CREDITS</th>
</tr>
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<tbody>
<tr>
<td>$2,579.00</td>
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<table>
<thead>
<tr>
<th>DEBIT DESCRIPTION</th>
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<tbody>
<tr>
<td>Contract Sales Price</td>
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<tr>
<td>Settlement or Closing</td>
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<tr>
<td>Owner's Title Insurance</td>
<td>235.00</td>
</tr>
<tr>
<td>Recording Utility Easement</td>
<td>16.00</td>
</tr>
<tr>
<td>Recording Survey</td>
<td>16.00</td>
</tr>
</tbody>
</table>

**Funds payable at closing**

---

**Approved:**

**Closing officer or Broker:**

---
## BUYER'S CLOSING STATEMENT

**Prepared for:**
CITY OF DODGE CITY, KANSAS
806 N. 1ST AVENUE
DODGE CITY, KS 67801

**Prepared by:**
High Plains Land & Title
P.O. Box 878
107 Gunsmoke
Dodge City, Ks. 67801

**Property:**
TRACTS IN 22-26S-25W,
FORD COUNTY, KANSAS

**Seller:** STEGO, LTD.

**Closing date (MO/DY/YR):** 05/06/11

**Closer:** BRENDA K. LEE

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>9,629.00</td>
<td>10,228.00</td>
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<tr>
<td>300.00</td>
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<td>235.00</td>
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<td>16.00</td>
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<td>16.00</td>
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<tr>
<td>32.00</td>
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</tbody>
</table>

**Funds payable at closing**

$10,228.00 $10,228.00

---

**Approved:**

CITY OF DODGE CITY, KANSAS

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Closing officer or Broker
Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Dennis Veatch
Date: May 11, 2011
Subject: Candletree Add. #5
Agenda Item: New Business

The Dodge City Zoning Board met April 19, 2011 to review this final plat of Candletree Addition Unit 5. They are recommending approval of this plat.

The zimmergroup, LLC submitted the application for this plat for the purpose of creating additional lots to develop more residential housing.

This plat conforms to the Dodge City Subdivision regulations, Dodge City Zoning regulations and the City Comprehensive Plan.

None

This plat was created to provide additional areas for the development of residential housing.

None

Candletree Addition Unit 5
CANDLETREE
ADDITION, UNIT FIVE
an Addition, City of Dodge City, Ford County, Kansas

SURVEYOR: J. SMH Consultants

OWNER AND SUB-MODERATOR:

SMH Consultants
Tom Show, L.S., President
42018 Anderson Avenue, Suite 2
Lawrence, Kansas 66044
Phone: 785-775-2541
Fax: 785-775-2541

SURVEYOR:

3201 W. 15th St., Suite 2
Manhattan, KS 66502

42018 Anderson Avenue, Suite 2
Lawrence, Kansas 66044
Phone: 785-775-2541
Fax: 785-775-2541

MAY 2011

Dodge City Zoning Board

This Plat of "Candletree" Unit Five Has been submitted to and approved by the Dodge City Zoning Board this __________ day of ________ 2011.

transfer record certificate

This is to certify that this instrument was filed for record in the office of Ford County Recorder of Deeds on __________ day of ________ 2011 and is therefore a transfer record certificate.

REGISTER OF DEEDS CERTIFICATE

This is to certify that the instrument was filed for record in the office of Ford County Recorder of Deeds on __________ day of ________ 2011.

NOTARY PUBLIC

The undersigned, CYN ZIMMER, notary public, of the State of Kansas, and of the County of Ford, do hereby certify that I am a notary public, and that the signature of the above named entity is my own, and that I have personally known the person signing the instrument, and that I believe this instrument to be genuine. I hereby certify that the instrument was signed in my presence.

DECLARE CERTIFICATE

The undersigned, CYN ZIMMER, notary public, of the State of Kansas, and of the County of Ford, do hereby certify that I am a notary public, and that the signature of the above named entity is my own, and that I have personally known the person signing the instrument, and that I believe this instrument to be genuine. I hereby certify that the instrument was signed in my presence.

DECLARE APPROVAL

The undersigned, CYN ZIMMER, notary public, of the State of Kansas, and of the County of Ford, do hereby certify that I am a notary public, and that the signature of the above named entity is my own, and that I have personally known the person signing the instrument, and that I believe this instrument to be genuine. I hereby certify that the instrument was signed in my presence.

DECLARATION OF INTEREST

The undersigned, CYN ZIMMER, notary public, of the State of Kansas, and of the County of Ford, do hereby certify that I am a notary public, and that the signature of the above named entity is my own, and that I have personally known the person signing the instrument, and that I believe this instrument to be genuine. I hereby certify that the instrument was signed in my presence.

DEED RECORD CERTIFICATE

This is to certify that this deed was entered and the deed record on the __________ day of ________ 2011.

FREEHOLDER OF FORD COUNTY LEVEE

The undersigned, CYN ZIMMER, notary public, of the State of Kansas, and of the County of Ford, do hereby certify that I am a notary public, and that the signature of the above named entity is my own, and that I have personally known the person signing the instrument, and that I believe this instrument to be genuine. I hereby certify that the instrument was signed in my presence.
Memorandum

To: City Manager
   Assistant City Manager
   City Commissioners
From: Paul Lewis
Date: May 13, 2011
Subject: All 4 Fun Request for Proposals
Agenda Item: New Business

Recommendation: Staff recommends authorizing staff to enter into negotiations with Mr. Richard Cornejo for the leasing of the All-4-Fun facility.

Background: Once the decision was made to not open All-4-Fun this season, staff was contacted by a couple of individuals asking about the possibility of leasing the facility. The decision was made to publish a Request for Proposals and determine the level of interest in operating the facility and under what conditions.

An RFP was published and Mr. Cornejo was the sole respondent. Mr. Cornejo is associated with the company that was servicing the arcade operation at All-4-Fun and prior to that he was the owner and operator of two family entertainment centers in Wichita. He successfully operated All Star Sports and All Star Adventures in Wichita for several years before selling them in 2006. Both centers continue to operate today.

Justification: Along with his team, Mr. Cornejo brings years of experience in the business to the Dodge City operation. They have the management and marketing experience, equipment resources and contacts to make a lease arrangement beneficial for all parties. Mr. Cornejo has been to Dodge City and inspected the facility and is prepared to take the immediate actions necessary in order to open the facility for the upcoming season.

Financial Considerations: Cornejo’s proposal calls for no lease payment for the first year and requests City participation in capital improvements for the facility. The City’s willingness to participate in capital improvements during that first year is extremely limited and Mr. Cornejo understands that. The negotiation process will be used to find if there is a mutually agreeable level that can allow the operation and lease to move forward.

Legal Considerations: The City is under contract to purchase the facility and is obligated to a $30,000 payment for 2011 and that payment is already completed. There is a re-conveyance condition in the purchase agreement that gives the City the right to return the facility to the seller with written notice at anniversary dates of the agreement. Staff has opened discussions with the seller to see if the City’s re-conveyance rights can be extended which will have to be addressed as a condition of the agreement with Cornejo.

Attachments: None
Memorandum

To: City Manager
    Assistant City Manager
    City Commissioners

From: Mike Klein

Date: May 6, 2011

Subject: Bids, Utility Water Supplies

Agenda Item: New Business

Recommendation:
Seven bids were received and opened on May 3, 2011 for Utility Water Supplies. The bid package consists of copper, P.E. pipe, meters, brass items, meter jars and lids, repair clamps, gate valves, fire hydrants, mechanical joint fittings and shut off boxes. Supplies will be utilized to maintain and upgrade the City’s water system.

As you will notice from the bid tabulation, the major expense of $73,061.00 is for meters. (200 5/8 inch, 75 3/4 inch and 20 one inch) The meters are radio read which will be replacing the old manual read meters. To date we have installed 5,923 radio read meters, 2,657 meters to be changed over to radio read with a total of 8,580 water accounts.

Bid tabulation is attached for your review. Based on the bids received, staff would recommend the following:

Municipal Supply, Hastings, NE
Copper $ 2,015.00
Water Meters $ 73,061.00
Brass $ 4,496.00
Repair Clamps $ 3,400.80
Total $ 82,972.80

Hajoca Corp. Wichita, KS
Other Items $ 4,099.49
Background:
Annually the Water Department restocks the general supplies to make repairs and upgrade the water distribution system.

Justification:
Maintaining the water system to provide excellent customer service and fire protection for the citizens of Dodge City.

Financial Considerations:
2011 Budget Fund and Amount: Water Department, General Supplies $ 314,000.00
Expenditure $ 130,480.35
Line Item Balance $ 183,519.65
The remaining balance will be utilizes throughout the year to replace supplies as needed.

Purpose/Mission:
Working towards excellence, together we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: N. A.

Attachments: Bid Tabulation
<table>
<thead>
<tr>
<th></th>
<th>Copper</th>
<th>P. E. Pipe</th>
<th>Meters</th>
<th>Brass</th>
<th>Jars &amp; Lids</th>
<th>Mechanical</th>
<th>Fittings</th>
<th>Gate Valves</th>
<th>Repair Clamps</th>
<th>Fire Hyd.</th>
<th>Saddles</th>
<th>Pipe</th>
<th>Other Items</th>
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<tr>
<td>Municipal Supply</td>
<td>2,015.00</td>
<td>824.00</td>
<td>73,061.00</td>
<td>4,496.00</td>
<td>No Bid</td>
<td>5,835.28</td>
<td>6,765.00</td>
<td>3,400.80</td>
<td>23,055.00</td>
<td>2,699.14</td>
<td>3,621.60</td>
<td>3,400.80</td>
<td>23,055.00</td>
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<td>Hajoca Corp.</td>
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<td>5,181.03</td>
<td>5,757.89</td>
<td>5,883.76</td>
<td>6,976.86</td>
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<td>23,772.99</td>
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<td>2,987.63</td>
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<td>Water Products Inc</td>
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<td>4,910.50</td>
<td>5,101.38</td>
<td>5,389.68</td>
<td>7,459.95</td>
<td>3,673.80</td>
<td>23,796.60</td>
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<td>2,965.20</td>
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<td>HD Supply</td>
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<td>1,000.00</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>5,174.00</td>
<td>6,165.00</td>
<td>3,582.00</td>
<td>22,485.00</td>
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<td>No Bid</td>
<td>No Bid</td>
<td>9,910.00</td>
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<td>Salina Supply</td>
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<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>7,724.40</td>
<td>No Bid</td>
<td>23,866.95</td>
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<td>DC Wholesale</td>
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<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>20,100.00</td>
<td>3,834.76</td>
<td>3,622.80</td>
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<td>808.00</td>
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<td>Partial</td>
<td>4,940.06</td>
<td>9,987.53</td>
<td>6,075.00</td>
<td>4,634.94</td>
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<td>3,834.76</td>
<td>3,622.80</td>
<td>No Bid</td>
<td>Partial</td>
</tr>
</tbody>
</table>

*Winwater bid did not meet specs on fire hydrants
Memorandum

To: City Manager
   Assistant City Manager
   City Commissioners

From: Mike Klein, Superintendent of Public Works

Date: May 6, 2011

Subject: Wastewater Treatment Facility
         Lagoon Cover #3 Removal,
         Replacement & Biogas Recovery
         System Repair

Agenda Item: New Business

Recommendation:
Ratification of proposal from Mid America Liner, LLC to remove and replace lagoon cover #3.

It is staffs recommendation to accept the proposal from Mid America Liner, Valley Park, Missouri for a total amount of $315,000.00. The project consists of the removal, replacement and repair of the biogas recovery system on lagoon cover #3. Starting date May 3, 2011, tentative completion date June 24, 2011.

AE Resources Group will be in charge of the engineering, design and construction service for the installation of the new lagoon cover #3. AE Resources fee is included in the proposal from Mid America Liner.

Background:
The anaerobic lagoon cover #3 (366’ x 366’) at the wastewater treatment facility south of Dodge City was damaged beyond repair during the April 15th wind storm. Mid America was contacted to provide a proposal for the removal and replacement of cover #3. The proposal for the replacement project is $315,000.00. Mid America Liner was the contractor that installed lagoon covers #1 and #2. This project was completed on March 31, 2011. The wind storm did not damage lagoons #1 and #2.

The main objective of this project is to remove and replace the damaged cover on lagoon #3 and repair the biogas system. This will help minimize the odors and maintain the anaerobic function of the lagoons during cold weather. When the new cover is installed...
we will capture the biogas and it will be flared off as it is produced. This will put the lagoon back into operation.

**Justification:**
Request for Proposals received April 21, 2011 from Mid America Liner.

**Mid America Liner**  
Valley Park, MO. Total $315,000.00

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design / engineering / construction services</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Removal of damaged cover Lagoon #3</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Disposal cost of damaged cover Lagoon #3</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Installation of new cover Lagoon #3</td>
<td>$249,000.00</td>
</tr>
<tr>
<td><strong>Total Bid:</strong></td>
<td><strong>$315,000.00</strong></td>
</tr>
<tr>
<td>New Cover material</td>
<td>HDPE 100 mil</td>
</tr>
<tr>
<td>Cover warranty</td>
<td>10 year</td>
</tr>
<tr>
<td>Installation warranty</td>
<td>2 year</td>
</tr>
</tbody>
</table>

**Financial Considerations:**
At the current time we are in the process of determining the actual cash value of the original cover material minus depreciation for the insurance claim.  
City deductible $25,000 per event  
This project was not a budgeted item; the deductible will come from the Wastewater Treatment fund.

**Purpose/Mission:**
To maintain the city infrastructure and operations of the wastewater treatment facility.

**Legal Considerations:** Contract obligations

**Attachments:**
Memorandum

To: City Manager
   Assistant City Manager
   City Commissioners

From: Jane Longmeyer

Date: May 12, 2011

Subject: Cultural Relations Adv. Board.
Agenda Item: New Business

**Recommendation:** Appoint Nicole Noble to fill the vacant position representing United Way.

**Background:** Ryan Ausmus, serving a position representing United Way, resigned due to his election to the School Board. United Way submitted Nicole Noble's application to fill the vacant position.

**Justification:** A representative from United Way is required on the Cultural Relations Advisory Board as per Resolution No. 2010-19.

**Financial Considerations:** None.

**Purpose/Mission:** The City of Dodge City presently appoints members to various advisory boards/commissions. These groups make recommendations to the City Commission regarding various phases of municipal operations or, in some cases, are responsible for operation of certain programs or facilities. These boards are an excellent place for individuals to assist the City by providing and recommending while learning about local government operations.

**Legal Considerations:** None

**Attachments:** Application.
APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Nicole Noble
OCCUPATION: Coordinator of Guided Studies, Dodge City Community College

ADDRESS: 2501 N. 14th Tc 67801
TELEPHONE: 620-227-9409

EMAIL: nnoble@dc3.edu

Advisory Board(s) you wish to be considered for:
Cultural Relations Advisory Board - United Way of Dodge City

Tell us about your educational background:

<table>
<thead>
<tr>
<th>School</th>
<th>Dates Attended</th>
<th>Major</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fort Hays State University</td>
<td>Aug 93-July 97</td>
<td>English BA</td>
</tr>
<tr>
<td>Colorado State University</td>
<td>May 09-CURRENT</td>
<td>M.Ed. (pending)</td>
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Work History:

<table>
<thead>
<tr>
<th>Job and Title</th>
<th>Dates of Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dodge City Community College - Coordinator of Guided Studies</td>
<td>Aug 10-CURRENT</td>
</tr>
</tbody>
</table>

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.

I have served as a leader for 4-H, served with United Way, Friends of the Library and Jaycees in NE Colorado. I believe in contributing to my community and being an involved citizen.

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

I have studied Somali and East African culture and done considerable work in promoting refugee, asylee and immigrant opportunities in NE Colorado through graduate school. I work on the Education Workforce Center at Cargill of Fort Morgan, CO.

Signature: [Signature]
Date: 4/11/2011

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

Thank you for your interest!