

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Tuesday, September 18, 2017

7:00 p.m.

MEETING #5076

## **CALL TO ORDER**

## **ROLL CALL**

## **INVOCATION BY**

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, September 5, 2017;
2. Appropriation Ordinance No. 18, September 18, 2017;
3. Cereal Malt Beverage License;
4. Approval of Change Order No. 1 for Park Street Reconstruction.
5. Approval of Change Order No. 1 for 6<sup>th</sup> Avenue Rough Grade.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No 3675:** An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Described Property of 2301 North 14<sup>th</sup> Avenue from R-S Residential Suburban to C-2 Commercial Highway. Report by City Attorney, Bradley Ralph.

**Ordinance No. 3676:** An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Described Property of 3.1 Acres of Former DCCC Property from D-O Commercial Office to C-2 Commercial Highway. Report by City Attorney, Bradley Ralph.

**Resolution No. 2017-26:** A Resolution Authorizing the Offering for Sale of General Obligation Temporary Notes, Series 2017-1 of the City of Dodge City, Kansas. Report by Finance Director/City Clerk, Nannette Pogue.

**Resolution No. 2017-27:** A Resolution of the Governing Body of the City of Dodge City, Kansas Adopting a Title VI Policy. Report by Assistant to City Manager, Ernestor De La Rosa.

### **NEW BUSINESS**

1. Approval of 2016 Audited Financial Statement. Report by Finance Director/City Clerk, Nannette Pogue.
2. Approval of Bid for Railroad Crossing Non-Traversable Medians, Director of Engineering, Ray Slattery.
3. Approval of Bid for Installation of Turf at Legends Park. Report by Director of Parks & Recreation, Paul Lewis.

### **OTHER BUSINESS**

### **ADJOURNMENT**

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Tuesday, September 5, 2017

7:00 p.m.

MEETING #5075

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioner Jan Scoggins, Brian Delzeit. Commissioners Joyce Warshaw and Kent Smoll were reported absent.

**INVOCATION** by **Pastor** Kirk Larson, Grace Community Church

## **PLEDGE OF ALLEGIANCE**

## **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).**

Mayor Rick Sowers made a presentation to Nancy Trauer thanking her for all of her years of service as City Commissioner, Mayor, Convention and Visitors Director and volunteer. Nancy Trauer returned the thank you to the community.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, August 21, 2017;
2. Appropriation Ordinance No. 17, September 5, 2017;
3. Cereal Malt Beverage License:
  - a. Boot Hill Museum, 500 W. Wyatt Earp Blvd.
4. Approval of Change Order #1 for Central Avenue Improvements-Phase 2.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No 3674:** An Ordinance Vacating a Portion of Robin Road Street Right-of-Way from the Eastern Right-of-Way Line of Roger Drive, as Platted, to its Eastern Terminus, or Rolliedee Hills Subdivision was approved on a motion by Commissioner Brian Delzeit; Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.

**NEW BUSINESS**

1. Commissioner Jan Scoggins moved to approve the Change Order #1 of 4<sup>th</sup> Avenue Reconstruction-Phase 2 for an increased amount of \$29,844.36. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.
2. Commissioner Brian Delzeit moved to approve the Agreement with Weaver & Tidwell, LLP to provide Consulting Services Related to registration, reporting, and compliance with the EPA Renewable Fuel Standard Program, as well as all facets of fuels compliance. Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.

**OTHER BUSINESS**

City Manager Cherise Tieben

- The City of Dodge City received notice from EAS that PenAir will move out as of September 10
- Reminder that the September 11 memorial will be held at 7:00 p.m. at Liberty Garden
- On September 14 the ground breaking ceremony will be held for the Santa Fe Apartment Complex
- There will be a Southwest Kansas Coalition meeting held in Dodge City on September 20.

Commissioner Jan Scoggins

- Thanked the Park Department for providing several opportunities for people to spend outside: in the parks on the playgrounds; the walking and bicycle paths; and the new reading while you walk in Speirs Park.
- The walk to end Alzheimer's will be held on September 30. There are faces of Alzheimer's posted in the window down stairs at Village Square Mall.

Commissioner Brian Delzeit

Mayor Rick Sowers

Jane Longmeyer, Public Information Officer

- In addition to the September 11 memorial at 7:00 at Liberty Garden, there will be morning services to plant 4 trees that will coincide with each of the plane crashes that happened on September 11, 2001. Those times are 7:45, 8:03, 8:45 and 9:10 a.m. Those trees will be planted near Liberty Garden.

**ADJOURNMENT**

Commissioner Jan Scoggins moved to adjourn the meeting; Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

ATTEST:

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Mayor

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City Clerk, Nannette Pogue

# Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, Director of Engineering Services*  
*Date: September 9, 2017*  
*Subject: 6<sup>th</sup> Ave. Rough Grading (ST 1611)*  
*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Change Order No. 1 for 6<sup>th</sup> Ave. Rough Grading.

**Background:** 6<sup>th</sup> Ave. Rough Grading was approved on May 15, 2017.

**Justification:** Embankment – The subtraction of 462 C.Y. represents an actual as-built in the field measurement supplied by the contractor.

Silt Fence – The subtraction of 330 L.F. of Silt Fence was removed from the project due to not being needed due to common construction practices

Straw Waddle – The subtraction of 1737 L.F. of Straw Waddle was removed from the project due to not being needed due to common construction practices.

8" PVC Waterline – The subtraction of 69 L.F. This item was removed from the contract and was not needed due to being installed on a previous project.

**Financial Considerations:** Change Order No. 1 is for a decrease of \$19,854.18

**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



# *Memorandum*

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, Director of Engineering Services*  
*Date: September 9, 2017*  
*Subject: Park St. Reconstruction (ST 1504)  
(Santa Fe to 5<sup>th</sup> Avenue)*  
*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Change Order No. 1 for Park St. Reconstruction.

**Background:** Park St. Reconstruction was approved on June 6, 2016.

**Justification:** Ditch Liner – The addition of 130 L.F. was necessary to repair an existing drainage ditch between Trail St. and Park St. that was having serious erosion and maintenance issues.

30" Standard Curb & Gutter - The additional 8 L.F. is from actual as-built measurements. The South curb line had to be lengthened because the adjacent curb that was being tied into was broken.

Concrete Pavement (7")(AE)(NRDJ) – The additional 5 S.Y. of pavement was needed to make a clean tie into the existing pavement on 5th Ave.

Sub-Grade Compaction Repair – The subtraction of 94 S.Y. represents the existing subgrade area that did not have to be removed and reconstructed. The existing sub-grade was in better shape than anticipated.

Install Concrete Curb Island w/brick Pavers – This item was removed from the contract and was not needed.

30" Valley Gutter – The subtraction of 10 L.F. is from actual as-built measurements. The South curb line had to be adjusted a bit because of the driveway into the Waterpark pump house.

**Financial Considerations:** Change Order No. 1 is for an increase of \$12,022.00, with the Change Order the project is approximately \$7,200.00 under budget. Money is available in the Bond Fund to cover the Change Order

**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



## *Memorandum*

*To: City Manager  
City Commissioners*  
*From: Nathan Littrell*  
*Date: September 18, 2017*  
*Subject: Rezoning for 2301 N. 14<sup>th</sup> Ave.*  
*Agenda Item: Ordinance #3675*

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**Recommendation:** The Dodge City Planning Commission held a public hearing on September 12, 2017 and recommends approval of this zoning amendment.

**Background:** The City of Dodge City is requesting the rezoning to allow for a commercial development that is part of the Power Center Area 1 of the STAR Bond District. The property in question is the current location of the First Assembly of God Church. The City and the Church have agreed to terms to relocate the Church.

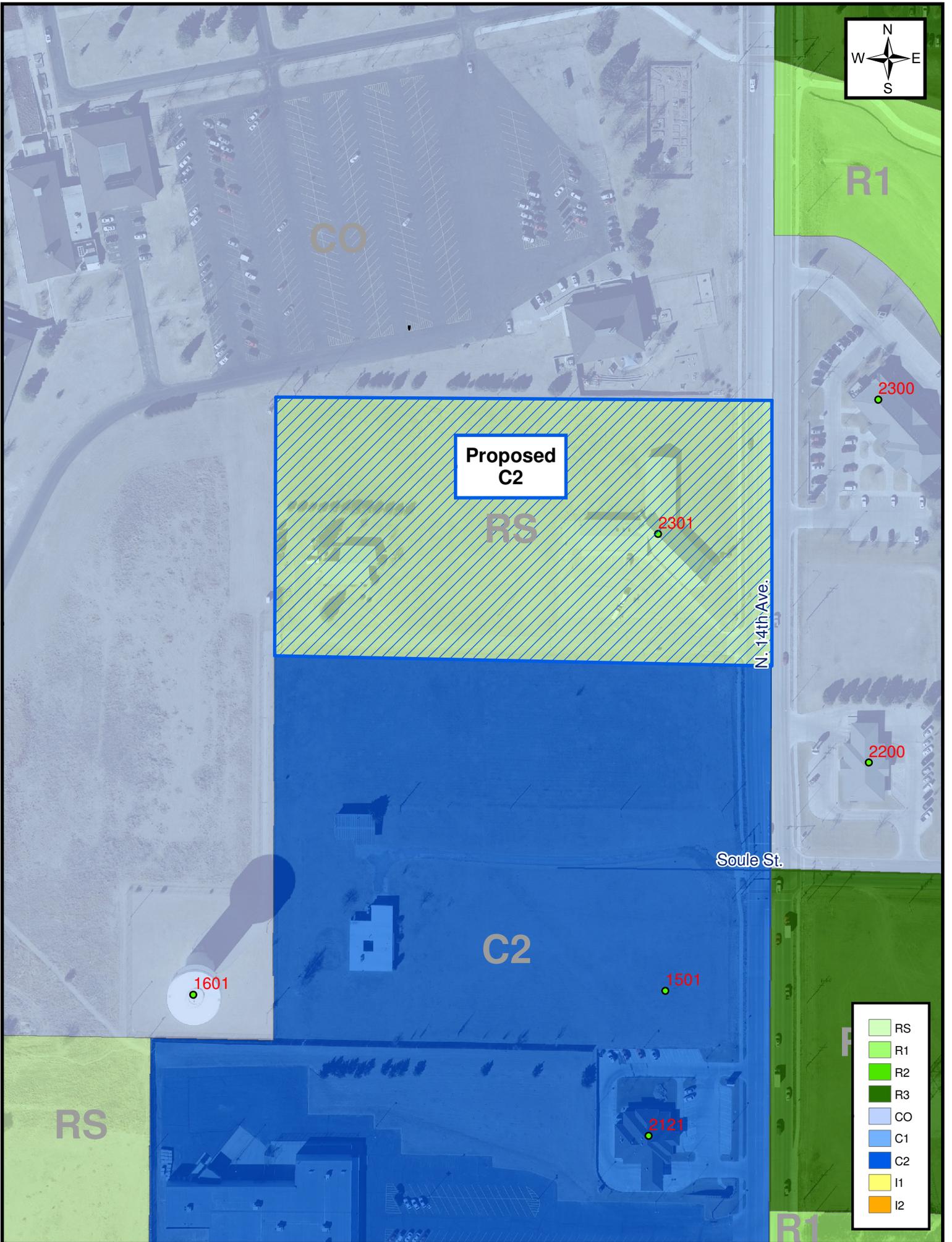
**Justification:** North 14<sup>th</sup> Ave. is currently a major commercial corridor for the City, and is an ideal place for further commercial development. This development is consistent with the Comprehensive Plan.

**Financial Considerations:** None

**Purpose/Mission:** To promote development and provide overall growth to the community.

**Legal Considerations:** None

**Attachments:** Ordinance #3675, Map



Proposed  
C2

RS

R1

2300

2301

N. 14th Ave.

2200

Soule St.

C2

1601

1501

RS

2121

- RS
- R1
- R2
- R3
- CO
- C1
- C2
- I1
- I2

R1

ORDINANCE NO. 3675

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE DESCRIBED PROPERTY OF 2301 NORTH 14<sup>TH</sup> AVENUE FROM R-S RESIDENTIAL SUBURBAN TO C-2 COMMERCIAL HIGHWAY.

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:

Commencing at the Southeast corner of the Northeast Quarter (NE/4) of Section 22, Township 26 South, Range 25 West, Ford County, Kansas; thence North along the East boundary line of the Northeast Quarter of said Section 22 for 603.14 feet; thence West 454.9 feet to a point of beginning, which point is 602.94 feet North of the South boundary line of the Northeast Quarter (NE/4) of said Section 22; thence continuing West 247.4 feet to a point, which point is 602.81 feet North of the South boundary line of the Northeast Quarter (NE/4) of said Section 22; thence North parallel with the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 313.1 feet; thence East 247.4 feet; thence South parallel to the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 313.1 feet to the Point of Beginning, containing 1.77 acres, more or less.

And

Commencing at the Southeast corner of the Northeast Quarter (NE/4) of Section 22, Township 26 South, Range 25 West, Ford County, Kansas; thence North along the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 603.14 feet; thence West 37.5 feet to a Point of Beginning; thence West 417.4 feet to a point, which is 602.94 feet North of the South boundary line of the Northeast Quarter (NE/4) of said Section 22; thence North parallel with the East boundary of the Northeast Quarter (NE/4) of said Section 22 for 313.1 feet; thence East 417.4 feet to a point, which point is 37.5 feet West of the East boundary line of the Northeast Quarter (NE/4) of said Section 22; thence South parallel to and 37.5 feet from the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 313.1 feet to the Point of Beginning, containing 3.00 acres, more or less.

And

Commencing at the Southeast corner of the Northeast Quarter (NE/4) of Section 22, Township 26 South, Range 25 West, Ford County, Kansas; thence North along the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 543.14 feet; thence West 50.0 feet to the Point of Beginning; thence West 652.3 feet to a point which is

542.81 feet North of the South boundary line of the Northeast Quarter (NE/4) of said Section 22; thence North parallel with the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 60.0 feet; thence East for 652.3 feet to a point, which point is 50.0 feet West of the East boundary line of the Northeast Quarter (NE/4) of said Section 22; thence South parallel to and 50.0 feet from the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 60.0 feet to the Point of Beginning, containing .9 Acres, more or less

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 EIGHTEENTH DAY OF SEPTEMBER, 2017.

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RICK SOWERS, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK

# *Memorandum*

*To: City Manager  
City Commissioners*  
*From: Nathan Littrell*  
*Date: September 18, 2017*  
*Subject: Rezoning for 3.1 Acres of Former  
DCCC Property*  
*Agenda Item: Ordinance #3676*

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**Recommendation:** The Dodge City Planning Commission held a public hearing on September 12, 2017 and recommends approval of this zoning amendment.

**Background:** The City of Dodge City is requesting the rezoning to allow for a commercial development that is part of the Power Center Area 1 of the STAR Bond District. The City and Dodge City Community College have agreed to terms for the purchase of the property.

**Justification:** North 14<sup>th</sup> Ave. is currently a major commercial corridor for the City, and is an ideal place for further commercial development. This development is consistent with the Comprehensive Plan.

**Financial Considerations:** None

**Purpose/Mission:** To promote development and provide overall growth to the community.

**Legal Considerations:** None

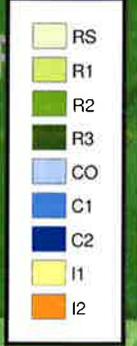
**Attachments:** Ordinance #3676, Map



Proposed  
C2

N. 14th Ave.

Soule St.



ORDINANCE NO. 3676

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE DESCRIBED PROPERTY OF 3.1 ACRES OF FORMER DCCC PROPERTY FROM C-O COMMERCIAL OFFICE TO C-2 COMMERCIAL HIGHWAY.

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:

A tract of land in the Northeast Quarter of Section 22, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 89° 55' 11" W 908.61 feet and N 00°36'37" W 206.34 feet from the Southeast Corner of the Northeast Quarter of said Section 22, said point being the Northwest Corner of the City of Dodge City Leased Tract, recorded in Book 70, page 383 in the Ford County Register of Deeds Office; Thence N 00° 33' 49" E 642.00 feet; Thence N 71° 10' 41" E 202.41 feet to the Northwest Corner of the First Assembly of God Church of Dodge City, Kansas tract recorded in Book 138, page 583 in the Ford County Register of Deeds Office; Thence S 00° 39' 00" E 373.11 feet; Thence S 00°38'23" E 336.23 feet to the Northeast Corner of the City of Dodge City Leased Tract; Thence N 89° 26' 11" W 205.90 feet to the point of beginning, containing 3.1 acres.

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 EIGHTEENTH DAY OF SEPTEMBER, 2017.

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RICK SOWERS, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK

## *Memorandum*

*To: Cherise Tieben City Manager*  
*From: Nannette Pogue*  
*Date: September 13, 2017*  
*Subject: Resolution No. 2017-26*  
*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** I recommend the City Commission approve Resolution No. 2017-26

**Background:** Resolution No. 2017-26 is a resolution that offers for sale general obligation temporary notes, series 2017-A of the City of Dodge City in an amount not to exceed \$8,000,000.

Included in this offering will be temporary notes to finance two special assessment projects; Candletree 8 infrastructure and the extension of infrastructure to the McDonalds on Wyatt Earp. It will also finance the Economic Development project that is in the STAR Bond district including the land acquisition and STAR bond eligible costs for Sutherlands. These improvements were previously approved by the City Commission by Resolutions.

This resolution states that the City Commission has selected the firm of Stifel Nicolaus & Company, Inc., Wichita, Kansas (the Purchaser), as underwriter for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements and authorizes the Purchaser to proceed with the offering for sale of the temporary notes and related activities. Due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of the temporary notes, the Governing Body desires to authorize the Mayor to confirm the sale of the temporary notes, if necessary, prior to the next meeting of the Governing Body. The confirmation of the sale of the notes will be subject to the execution of a Note Purchase Agreement.

The resolution also approves the Preliminary Official Statement and authorizes the Mayor and City Clerk to execute the Certificate Deeming the Preliminary Official Statement final.

**Justification:** The City is offering for sale the temporary notes and approving the Preliminary Official Statement and providing for notice of sale for the notes.

**Financial Considerations:** The notes will be 2 year notes, callable sooner if we need to. The STAR Bonds will pay off a portion of the notes and the two special assessments projects will be taken out with general obligation bonds at a later date.

**Purpose/Mission:** We strive for high service and performance standards

**Legal Considerations:** Legal obligations fulfilled by authorizing resolution.

**Attachments:** Resolution No. 2017-26. Preliminary Official Statement is available in Office of the Finance Director for review.

**RESOLUTION NO. 2017-26**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2017-1, OF THE CITY OF DODGE CITY, KANSAS.**

**WHEREAS**, the City of Dodge City, Kansas (the “Issuer”), has previously authorized certain internal improvements described as follows (collectively, the “Improvements”):

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority</u>	<u>Estimated Cost</u>
Candletree Addition, Unit 7 – Street, sewer and water improvements	Res. 2016-20	K.S.A. 12-6a01 <i>et seq.</i>	\$1,512,000
McDonalds redevelopment – Street, storm water, sanitary sewer and water improvements	Res. 2017-22	K.S.A. 12-6a01 <i>et seq.</i>	380,000
Land acquisition, site improvements & economic development grant	Ord. 3672	Kan. Const. Art. 12, Section 5/ K.S.A. 12-1617h	<u>6,402,000</u>
<b>Total</b>			<b><u>\$8,294,000</u></b>

**WHEREAS**, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

**WHEREAS**, none of such general obligation bonds or temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

**WHEREAS**, the City Commission of the Issuer (the “Governing Body”) has selected the firm of Stifel Nicolaus & Company, Inc., Wichita, Kansas (the “Purchaser”), as underwriter for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

**WHEREAS**, the Issuer desires to authorize the Purchaser to proceed with the offering for sale of the temporary notes and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

**WHEREAS**, the Issuer desires to authorize the Purchaser, in conjunction with the Director of Finance, and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell the temporary notes; and

**WHEREAS**, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of the temporary notes, the Governing Body desires to authorize the Mayor to confirm the sale of the temporary notes, if necessary, prior to the next meeting of the Governing Body to adopt the necessary resolution providing for the issuance thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS, AS FOLLOWS:**

**Section 1.** The Purchaser is hereby authorized to proceed with the offering for sale of the Issuer's General Obligation Temporary Notes, Series 2017-1 (the "Notes") in accordance with the presentation made by the Purchaser this date. The offering for sale of the Notes shall be accomplished in consultation with the Director of Finance and Bond Counsel.

The confirmation of the sale of the Notes shall be subject to the execution of a note purchase agreement between the Purchaser and the Issuer (the "Note Purchase Agreement") in a form approved by Bond Counsel and the Issuer's legal counsel, the adoption of a resolution by the Governing Body authorizing the issuance of the Notes and the execution of various documents necessary to deliver the Notes. The Mayor is hereby authorized to execute the Note Purchase Agreement subject to the following parameters: (a) the principal amount of the Notes shall not exceed \$8,000,000; and (b) the true interest cost of the Notes shall not exceed 2.00%.

**Section 2.** The Preliminary Official Statement (the "Preliminary Official Statement") is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor and Director of Finance deem necessary and appropriate. The Issuer hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the sale of the Notes.

**Section 3.** For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Director of Finance are hereby authorized: (a) to approve the form of the Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; and (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 4.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the Note Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5.** The Mayor, City Manager, Director of Finance, City Attorney, and the other officers and representatives of the Issuer, the Purchaser, and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption.

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**ADOPTED** by the City Commission on September 18, 2017.

(SEAL)

ATTEST:

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Mayor

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Clerk



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\* 806 N. 2<sup>nd</sup> Avenue \* Dodge City Ks 67801 \* 620-225-8119

## *Memorandum*

To: Cherise Tieben, City Manager  
City Commissioners  
From: Ernestor De La Rosa, Asst. To The City Manager  
Date: September 18, 2017  
Subject: Resolution 2017-27: Title VI Plan  
Agenda Item: Ordinances and Resolutions

**RECOMMENDATION:** Staff recommends approval of Resolution 2017-27 for Title VI policy for the City of Dodge City for repealing and replacing all other resolutions and policies in conflict.

**BACKGROUND:** As a requirement from the Kansas Department of Transportation (KDOT) involving all City programs and activities, staff has reviewed the existing Title VI policy which prohibits discrimination on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The intent of this policy is to repeal and replace any existing policies and renew the existing, comprehensive plan for the City in all departments.

**JUSTIFICATION:** This policy is required for the City to remain in good standing with KDOT, State and Federal Government. It provides a complaint procedure and process for anyone who believes they have been subject to discrimination.

**FINANCIAL CONSIDERATIONS:** Failure to maintain an appropriate Title VI policy would potentially disqualify the City from receiving Federal funds for programs such as Public Transportation, Federally Highway funds and other funding programs.

**PURPOSE/MISSION:** This policy is consistent with the City's core value of making Dodge City the best place to be.

**LEGAL CONSIDERATIONS:** This policy does not expose the City to any additional liability. It details plan for how discrimination issues will be addressed. The City Attorney has reviewed and approved the resolution and other all other attachments.

**ATTACHMENTS:** Resolution 2017-27:

- Resolution 2017-27
- Nondiscrimination Agreement

- Organizational Chart
- Major Programs and Activities
- Title VI Complaint Procedures
- Title VI Coordinator Responsibilities
- Title VI Complaint Form
- Title VI Policy Notice

**RESOLUTION 2017-27**  
**A RESOLUTION OF THE GOVERNING BODY OF**  
**THE CITY OF DODGE CITY, KANSAS ADOPTING A**  
**TITLE VI POLICY**

**WHEREAS**, Title VI of the Civil Rights Act of 1964 [42 U.S.C. §2000d et seq.], states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance

**WHEREAS**, the intent of Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” (65 FR 50121) is to reduce language barriers and improve access to programs receiving Federal financial assistance, especially by persons who are limited in their English proficiency; and,

**WHEREAS**, the City of Dodge City, Kansas (“City”) is a recipient of Federal financial assistance through different City programs, and is therefore obligated to have policies in place to adhere to Title VI and Executive Order 13166; and,

**WHEREAS**, our community residents include people from more than twenty (20) nations, with recent immigrants sometimes needing access to interpreters and translated documents; and,

**WHEREAS**, the City’s Human Resources Director and the Kansas Department of Transportation, have reviewed and approved the attached documents; and,

**WHEREAS**, these Title VI, Limited English Proficiency and Public Participation plans are consistent with the intent and actions already followed by the City of Dodge City.

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

- 1) The City hereby adopts a compliance policy and procedure governing complaints associated with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.
- 2) Related Documents - Policy documents shall be kept and updated from time to time as needed by the Title VI Coordinator and will include:
  - a. Nondiscrimination Agreement
  - b. Organizational Chart
  - c. Major Programs and Activities
  - d. Title VI Complaint Procedures
  - e. Title VI Coordinator Responsibilities
  - f. Title VI Complaint Form
  - g. Title VI Policy Notice
- 3) The Human Resource Director for the City will serve as the Title VI Coordinator as called for in said policy documents.

**ADOPTED AND PASSED** by the Governing Body of the City of Dodge City, Kansas on September 18, 2017.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

**Nondiscrimination Agreement**  
**Population Under 100,000**

**Kansas Department of Transportation**  
**And Recipient Policy Statement**

The City of Dodge City, hereinafter referred to as the “Recipient”, assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms “programs and activities” to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s (Name of person/division), is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Title VI Program Organization and Staffing**

Pursuant to 23 CFR 200, the City of Dodge City has designated a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for the City of Dodge City's Title VI Program, including an organizational chart illustrating the level and placement of Title VI responsibilities.

## **Assurances 49 CFR Part 21.7**

The City of Dodge City hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, sex, disability, age or low income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - a. List all major programs and activities of the recipient and Title VI responsibilities for each of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e., lands change to roadways, park and ride lots, etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient by the Kansas Department of Transportation (KDOT) under the federally-funded program is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49

CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of the Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over and under property acquired, or improved under a federal aid program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

### **Implementation Procedures**

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of federal funds.
2. The grant or donation of federal property and interest in property.
3. The detail of federal personnel.
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient.
5. Any federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

### **The Recipient shall:**

1. Issue a policy statement, signed by the head of the Recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by KDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90

- days, in order to implement Title VI compliance in accordance with this agreement. The head of the Recipient shall be held responsible for implementing Title VI requirements.
3. Designate a civil rights coordinator who has a responsible position in the organization and easy access to the head of the Recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
  4. The civil rights coordinator shall adequately implement the civil rights requirements.
  5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date of the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to KDOT's Office of Contract Compliance (OCC) within 10 days of the date the complaint was received by the Recipient.
  6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Recipient.
  7. Conduct Title VI reviews of the Recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
  8. Attend training programs on Title VI and related statutes conducted by KDOT Office of Contract Compliance.

### **Discrimination Complaint Procedure**

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a. The date of alleged act of discrimination; or
  - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version

of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as KDOT or USDOT.
5. The Recipient will advise KDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to KDOT:
  - a. Name, address, and phone number of the complainant.
  - b. Name(s) and address(es) of alleged discriminating official(s).
  - c. Basis of complaint (i.e., race, color, national origin, or sex)
  - d. Date of alleged discriminatory act(s).
  - e. Date of complaint received by the recipient.
  - f. A statement of the complaint.

### **Sanctions**

In the event the Recipient fails or refuses to comply with the terms of this agreement, KDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part.
2. Refrain from extending any further assistance to the Recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

**KANSAS DEPARTMENT  
OF TRANSPORTATION:**

\_\_\_\_\_  
Signature

**Civil Rights Administrator**  
Title

\_\_\_\_\_  
Date

**Name of Recipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to KDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request KDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## **Appendix 2**

The following clauses shall be included in any deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### **GRANTING CLAUSE**

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Kansas will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation KDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d – 4) does hereby remise, release, quitclaim, and convey unto the state of Kansas all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### **HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto the state of Kansas, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Kansas, its successors, and assigns.

The state of Kansas, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Kansas, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,

and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

### **Appendix 3**

The following clauses shall be included in all transportation related deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

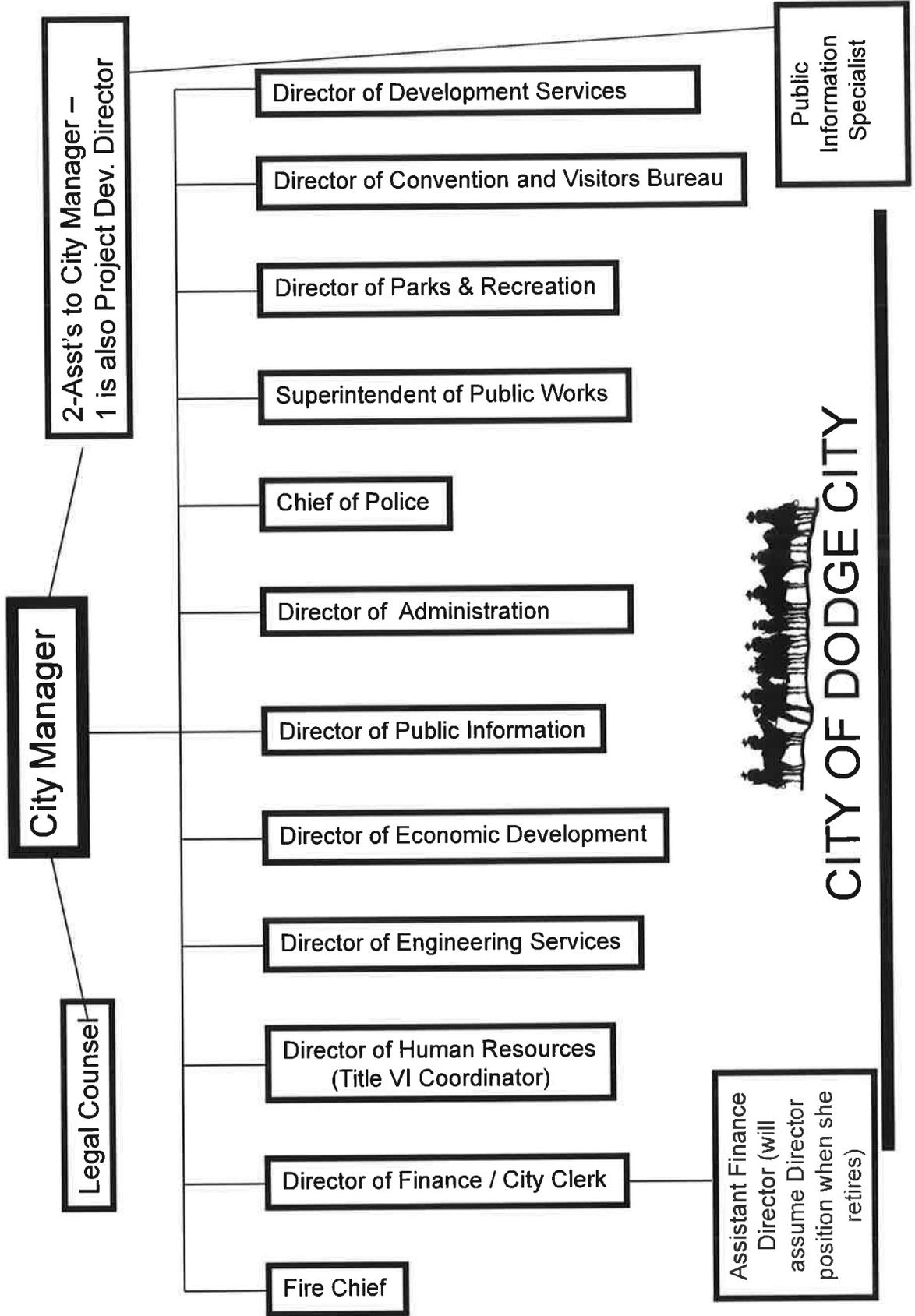
The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Kansas Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

# 2017 Organizational Chart



**CITY OF DODGE CITY**

## ATTACHMENT 2

### City of Dodge City Major Programs and Activities

- Contract/Bid Administration
  - Provide assurance that all disadvantage businesses enterprises are afforded full opportunity to submit bids in response to invitations and enter into contracts without the fear of discrimination on the grounds of age, race, color national origin, or sex.
  
- Bid Advertisement/Letting
  - Provide assurance that all disadvantage business enterprises are afforded full opportunity to bids in response to invitations without the fear of discrimination on the grounds of age, race, color national origin, or sex.
  
- Recreational Activities
  - Provide assurance that all disadvantage residents are afforded full opportunity to use City facilities and participate in all city organized sports activities without the fear of discrimination on the grounds of financial means, age, race, color national origin, or sex.
  
- Tourism, Convention and Visitors Bureau
  - Provide assurance that all employees/volunteers will attend and promote multi-cultural trade shows and events, and that all residents and tourists are afforded full opportunity to receive all available information regarding multi-cultural events, historical sites, tours, and local history without the fear of discrimination on the grounds of financial means, age, race, color, national origin, or sex.
  
- Police/Fire
  - Provide assurance that all employees/volunteers/citizens are afforded full opportunity to receive all available information and assistance regarding public safety, municipal court proceedings, and public outreach programs without the fear to discrimination on the grounds of financial means, age, race, color national origin, or sex.

### Attachment 3

## TITLE VI Complaint Procedures City of Dodge City

Title VI Complaint Procedure: The following pertains only to the Title VI complaints regarding the services of the City of Dodge City.

Title VI of the Civil Rights Act of 1964 {42 U.S.C. S2000d et seq.}, states that:  
*No person in the United States shall, on the ground of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

The City of Dodge City has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III of the Federal Transit Administration Circular 4702. 1B, dated October 1, 2012. If you believe that the City of Dodge City has violated your civil rights on the basis of race, color, or national origin, you may file a written complaint by the following the procedure outlined below.

### 1. Submission of Title VI Complaint

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color or national origin has been excluded from or denied the benefits of, or subjected to discrimination caused by the City of Dodge City, may file a written complaint with the City's City Manager. A sample complaint form is available for download at [www.dodgecity.org](http://www.dodgecity.org) and is available in hard copy at the offices of the City of Dodge City. Upon request, the City of Dodge City will mail the complaint form. **Such complaints must be filed within 180 calendar days after the date the discrimination occurred.**

*Note: Assistance in the preparation of any complaints will be provided to a person or persons upon request and as appropriate. If information is needed in another language, then contact the Human Resources Director at 620-225-8100, or by email [title.vi.complaint@dodgecity.org](mailto:title.vi.complaint@dodgecity.org), or visit our administrative office at 806 N. Second Avenue, Dodge City, KS 67801.*

Complaints may be emailed to [title.vi.complaint@dodgecity.org](mailto:title.vi.complaint@dodgecity.org), or may be mailed to or Submitted by hand to:

Title VI Coordinator  
City of Dodge City  
806 N. Second Avenue  
P.O. Box 880  
Dodge City, KS 67801

### 2. Referral to Review Officer

Upon receipt of the complaint, the Human Resources Director shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. If necessary, the Complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 calendar days after the date the agency received the complaint. If more time is required, the Human Resources Director shall notify the Complainant of the estimated timeframe for completing the review. Upon completion of the

review the staff review officer(s) shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the City of Dodge City's processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the Human Resources Director for concurrence. If the Human Resources Director concurs, he or she shall issue the City's written response to the Complainant. This final report should include a summary of the investigation, all findings with recommendations, or corrective measures where appropriate.

Note: Upon receipt of complaint, the City shall forward a copy of this complaint and the resulting written response to the appropriate KDOT and FTA Region 7 Contacts.

### **3. Request for Reconsideration**

If the Complainant disagrees with the Human Resources Director's response, he or she may request reconsideration by submitting the request, in writing, to the Human Resources Director within 10 calendar days after receipt of the Director's response. The request for consideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the Human Resources Director. The Human Resources Director will notify the Complainant of his or her decision in writing either to accept or reject the request for reconsideration within 10 calendar days. In cases where the Human Resources Director agrees to reconsider, the matter shall be returned to the staff review officer(s) to reevaluate in accordance with Section 2 above.

### **4. Appeal**

If the request for reconsideration is denied, the Complainant may appeal the Human Resources Director's response by submitting a written appeal to the City Manager of Dodge City, no later than 10 calendar days after receipt of the Human Resources Director's written decision rejecting reconsideration. The City Manager will make a determination to either request reevaluation by the staff review officer(s) or forward the complaint to KDOT for further investigation.

### **5. Submission of Complaint to the State of Kansas Department of Transportation**

If the Complainant is dissatisfied with the City's resolution of the complaint, he or she may also submit a written complaint to the State of Kansas Department of Transportation (KDOT) for further investigation. The submission of complaint must be received by KDOT within 180 days after the alleged date of discrimination, or 10 calendar days after receipt of the written decision rejecting reconsideration or appeal, whichever is later. Complaints submitted to KDOT should be mailed to:

KDOT Office of Contract Compliance  
Eisenhower State Office Building  
700 Southwest Harrison  
3<sup>rd</sup> Floor West  
Topeka, KS 66603

The Complainant may also file a complaint directly with the Federal Transit Administration, at:  
Federal Transit Administration  
Office of Civil Rights  
1200 New Jersey Avenue SE  
Washington, DC 20590

## **Title VI Coordinator Responsibilities City of Dodge City**

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring the City's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by the City.
2. Collect statistical data (race, color, sex, age, disability or national origin) of participants in and beneficiaries of federally funded programs, as well as affected citizens and impacted communities.
3. Conduct annual Title VI reviews to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid contracts administered through the City.
5. Review City program directives in coordination with Title VI liaisons for special emphasis program areas (e.g. Public Transportation). Where applicable, include Title VI language and related requirements.
6. Conduct training programs on Title VI and other related statutes for City employees.
7. Prepare a yearly report of Title VI accomplishments and goals, as required.
8. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
9. Conduct post-grant approval reviews of City programs and applicants, for compliance with Title VI requirements.
10. Identify and eliminate discrimination.
11. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

**City of Dodge City  
Title VI Complaint Form**

<b>Section I:</b>				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Email Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other (specify)	
<b>Section II:</b>				
Are you filing this complaint on your own behalf?			Yes*	No
<i>*If you answered "yes" to this question, go to Section III.</i>				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
<b>Section III:</b>				
I believe the discrimination I experienced was based on (check all that apply): <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____ Time: _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional pages.				

<b>Section IV</b>		
Have you previously filed a Title VI complaint with this agency?	Yes	No
<b>Section V</b>		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency: _____		
<input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____		
<input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
<b>Section VI</b>		
Name of agency this complaint is against:		
Contact person:		
Title:		
Telephone number:		

You may attach any written materials or other information that you think is relevant to your complaint.

**Signature and date required below:**

**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

Please submit this form in person at the address below, or mail this form to:

Title VI Coordinator  
City of Dodge City  
806 N. Second Avenue  
P.O. Box 880  
Dodge City, KS 67801

## Notifying the Public of Rights Under Title VI **City of Dodge City, Kansas**

- The City of Dodge City, Kansas, operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Dodge City.

For more information on Dodge City's civil rights program, and the procedures to file a complaint, contact the Human Resource Department at 620-225-8100 or email [title.vi.complaint@dodgecity.org](mailto:title.vi.complaint@dodgecity.org); or visit our administrative office at 806 N. Second Avenue, Dodge City, Kansas 67801. For more information, visit [www.dodgecity.org/TitleVI](http://www.dodgecity.org/TitleVI)

- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
- If information is needed in another language, contact 620-225-8160.
- Si se necesita información en otro idioma, comuníquese con 620-225-8160.

## Notificación al Público de los Derechos Bajo el Título VI **Ciudad de Dodge City, Kansas**

- La Ciudad de Dodge City, Kansas, opera sus programas y servicios, sin distinción de raza, color u nacionalidad, de acuerdo al Título VI de la Ley de Derechos Civiles. Cualquier persona que cree o que ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con la Ciudad de Dodge City.
- Para obtener más información sobre el programa de derechos civiles de la Ciudad de Dodge City y los procedimientos para presentar una queja, comuníquese con el Departamento de Recursos Humanos al 620-225-8100 o por correo electrónico: [title.vi.complaint@dodgecity.org](mailto:title.vi.complaint@dodgecity.org); o visite nuestra oficina administrativa en 806 N. Second Avenue, Dodge City, Kansas 67801. Para obtener más información, visite: [www.dodgecity.org/TitleVI](http://www.dodgecity.org/TitleVI)
- Un demandante puede presentar una queja directamente con la Administración Federal de Tránsito (Federal Transit Administration) mediante la presentación de una denuncia ante la Oficina de Derechos Civiles (Office of Civil Rights), atención: Title VI Program Coordinator, East Building, 5th Floor TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
- Si necesita información en otro idioma, comuníquese al 620-225-8160.
- If information is needed in another language, contact 620-225-8160.

## *Memorandum*

*To: Cherise Tieben, City Manager*  
*From: Nannette Pogue*  
*Date: September 13, 2017*  
*Subject: Accept 2016 Audited Financial Statements*  
*Agenda Item: New Business*

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**Recommendation:** I recommend the City Commission formally accept the 2016 Audited Financial Statements

**Background:** The 2016 audited financial statements will be presented by John Hendrickson of Kennedy and McKee at the work session prior to the regular meeting. He will go through the highlights and give the City Commission a chance to ask any questions.

**Justification:** Annually the City is required to have their financial statements audited.

**Financial Considerations:** none

**Purpose/Mission:** We strive for high service standards

**Legal Considerations:** None

**Attachments:** A hard copy of the audit will be available to each of the City Commissioners. The scanned version will be on the website.

## *Memorandum*

*To: City Manager  
City Commissioners*

*From: Tanner Rutschman, P.E.  
City Engineer*

*Date: September 18, 2017*

*Subject: Railroad Crossing Non-  
Traversable Medians, CA 1702*

*Agenda Item: New Business*

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**Recommendation:** Approve the quote from Building Solutions, LLC in the amount of \$72,695.00 to complete the safety improvements to five railroad crossings. These improvements are required in order to establish a railroad quiet zone along the mainline track through City limits. The Engineer's Estimate for the project was \$96,150.00.

**Background:** The City has been looking into what it would take to establish a railroad "Quiet Zone" for quite some time. After countless hours of navigating through the steps and guidelines set forth by the FRA (Federal Railroad Administration) we have finally reached a point in the establishment process where we can start to install some of the safety improvements that are required to make this a reality. The installation of these non-traversable medians will complete one of the three steps necessary in regards to safety improvements, the other two being traffic signal preemption and signage. These medians will be installed at 5 of the 6 crossings included in the quiet zone. Those five railroad crossings are 1<sup>st</sup> Ave., 2<sup>nd</sup> Ave., 4<sup>th</sup> Ave., 11<sup>th</sup> Ave., & 14<sup>th</sup> Ave. After all three safety improvement steps are completed, the City will need written statements from the CEO's of BNSF, KDOT, Cimarron Valley Railroad, & Amtrak that the safety improvements have been installed as planned. These statements are required for our Notice of Quiet Zone Establishment to be sent to the Associate Administrator of the FRA and all other involved parties.

**Justification:** Currently, trains blow their horns without restriction at any time of day along the main line tracks. This does not bode well for the hotel guests and residents along Wyatt Earp Blvd. attempting to get a decent night's sleep. Establishing this quiet zone will benefit both the residents and guests of Dodge City by eliminating the sounding of train horns without due cause. As a reminder, the establishment of a quiet zone does not guarantee that trains will never blow their horns. If there is a work zone or the engineer feels there is eminent danger, they have a right to blow their horn.

**Financial Considerations:** This improvement will be paid through the STAR Bond funding allotted for the Heritage District STAR Bond improvement area. After completing this project, the remaining balance of the STAR Bond funds allotted for the establishment of a quiet zone will be \$177,305.00.

**Purpose/Mission:** The completion of this project aligns with the City's core value of ongoing improvement.

**Legal Considerations:** By approving the quote from Building Solutions LLC, the city will enter into a contract with Building Solutions LLC, and be responsible to make payments to Building Solutions LLC.

**Attachments:** Bid Tab with the Engineer's Estimate.

CITY OF DODGE CITY, KANSAS  
QUOTE TABULATION

PROJECT: Railroad Crossing Medians  
 PROJECT #: CA 1702  
 BID DATE: 09/12/17

CONTRACTOR: Building Solutions, LLC	
ADDRESS: 11106 Saddle Rd.	
CITY: <u>Dodge City</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67801</u>	
<b>LOW BIDDER</b>	
UNIT PRICE	CONTRACT AMOUNT
\$76.50	\$ 17,442.00
\$39.50	\$ 12,561.00
\$51.00	\$ 13,566.00
\$78.50	\$ 2,826.00
\$26,300.00	\$ 26,300.00

CONTRACTOR: JAG Construction Co.	
ADDRESS: P.O. Box 1493	
CITY: <u>Dodge City</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67801</u>	
UNIT PRICE	CONTRACT AMOUNT
\$86.00	\$ 19,608.00
\$45.00	\$ 14,310.00
\$60.00	\$ 15,960.00
\$64.00	\$ 2,304.00
\$33,500.00	\$ 33,500.00

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Pavement Excavation	S.Y.	228	\$75.00	\$ 17,100.00
2	2' 6" Median Curb	L.F.	318	\$75.00	\$ 23,850.00
3	3' 6" Median Curb	L.F.	266	\$100.00	\$ 26,600.00
4	9" PCC Pavement	S.Y.	36	\$100.00	\$ 3,600.00
5	Traffic Control	L.S.	1	\$25,000.00	\$ 25,000.00

TOTAL      \$ 96,150.00

TOTAL      \$ 72,695.00

TOTAL      \$ 85,682.00

BID SECURITY      N/A  
 START DATE      10/16/2017

BID SECURITY      5%  
 START DATE      12/1/2017



# Parks and Recreation

PO Box 880

• Dodge City KS 67801 •

Phone: 620/225-8160 •

Fax: 620/225-8144

## *Memorandum*

To: Cherise Tieben, City Manager  
City Commissioners  
From: Paul Lewis, Parks & Recreation Director   
Date: September 15, 2017  
Subject: Legends Turf Bids  
Agenda Item: New Business

**RECOMMENDATION:** Staff is presenting bids for the installation of synthetic turf infields for Legends Park for Commission consideration. An adjusted bid of \$610,000 was provided by Hellas based on value engineering discussions conducted with the apparent low bidder.

**BACKGROUND:** Approved in the sales tax fund depreciation budget, this project provides for the installation of synthetic turf on the four infields at Legends Park. Schwab-Eaton, the original consultant for Legends Park was engaged to draw up plans for the work to include the new turf and tying in the required drainage system to existing storm drainage structures for the park. Those plans were published and on Wednesday, September 13<sup>th</sup>, bids were opened. A bid tab is included with this memo.

The apparent low bid provided by Hellas was \$751,904.95, substantially over the project budget of \$500,000. That difference can be attributed to an error in turf quantity based on our preliminary estimate. To address the difference, staff and the consultant began discussions with Hellas to determine value engineering options to bring the cost down.

Savings were found by accepting two alternates provided by the contractor, eliminating excess turf in non-playing areas, and by having City staff perform excavation of the existing infield material and restoration sodding along the infield/outfield arc. All combined, those changes brought the bid down from \$751,904.95 to the \$610,000 being presented.

The \$610,000 proposal is still greater than we would have anticipated. Some of the reductions offered by the contractor based on revised quantities were less than we would have anticipated.

The options open to us are 1) Accept the proposal from Hellas and proceed at this time or 2) Rebid the project based on the revised drawings. If the project is rebid, it will be difficult to get it done in time for the 2018 playing season. Bidding a project for a second time is also not a sure thing. There is no guarantee how contractors will respond and if anyone will do better on a second bidding.

**JUSTIFICATION:** This project improves the playability of Legends Park. The consistency of the playing surface removes most bad hops and bounces and greatly improves the field's ability to handle moisture. Unless lightning is present, fields will be playable at virtually all times. This year alone two tournaments were cancelled with 70 total teams. That cancellation would have been prevented with turf.

With the installation of turf, this project keeps Legends at the forefront of all facilities in the state and region. Currently we're hosting 300 teams or more on an annual basis for tournaments. About 60% of those teams are from outside Ford County and 25% from out of state. We're competing with every community around for the travel team business and turf helps maintain our status as the premier tournament location.

**FINANCIAL CONSIDERATIONS:** This project was budgeted in the Sales Tax Depreciation fund for \$500,000. Adequate funds are available in that account to complete this project.

Additionally staff was to reach out to USD 443 and to Dodge City Community College as significant users to try and secure \$100,000 from each entity to reduce the Sales Tax fund commitment to \$300,000. USD 443 has agreed to those arrangements and a contract has been executed. Dodge City Community College and also expressed a willingness to participate and work is underway to finalize that agreement.

**PURPOSE/MISSION:** This project is consistent with the City's Core Value of Ongoing Improvement.

**LEGAL CONSIDERATIONS:** N/A

**ATTACHMENTS:** Bid Tab

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**SUMMARY BID TABULATION**  
**DODGE CITY INFIELD TURF IMPROVEMENTS - LEGENDS PARK**  
**CITY OF DODGE CITY, KANSAS**  
**WEDNESDAY, SEPTEMBER 13, 2017**

BIDDER	BID BOND	ADD #1	BASE BID	A1 - Fielders Choice 50	A2 - UltraBlade DFE Extreme 46	A3 - HI - Slide	A4 - RootZone Diamond-i	A5 - TruHop	A6 - Bullpens	COMPLETION DATE
Hellas Construction, Inc.	✓	✓	\$383,846.35			\$368,058.60			\$11,043.50	12/15/17
Nemaha Landscape Construction, Inc.	✓	✓	\$466,762.30	\$523,709.55				\$356,879.25	\$14,400.00	3/31/18
Mid America Golf & Landscape, Inc.	✓	✓	\$471,586.65				\$414,965.00		\$17,120.00	12/31/17
MultiCon, Inc.	✓	✓	\$766,761.21	\$512,000.00					\$14,758.00	12/31/17
Engineer's Opinion of Probable Cost	-	-	\$454,000.00	\$343,980.00					\$7,500.00	-