

Southwest Kansas Coalition Meeting

Garden City Administrative Center, 2nd Floor Meeting Room
301 N. 8th Street
Garden City, KS 67846
August 29, 2018 5:30p.m.

- Brief review of purpose and original goals of SKC (Matt Allen)
- SKC Budget & Expenses (Ernestor)
- SKC Washington, D.C. Trip Discussion (Cherise Tieben)
- Supper/Legislative Review of 2018/Preview 2019 (John Pinegar & Doug Smith)
- Joint Legislative Transportation Vision Task Force: an SKC presentation?*(Matt Allen)
- Dodge City Mid-level Medical University Center project: SKC support?*(Melissa McCoy)
- Legislative Platform Discussion*
- Adjournment

* - The Southwest Kansas Coalition is a partnership achieved through an interlocal agreement between the Cities of Dodge City, Garden City, and Liberal for the purpose of effectively advocating for commonly identified State and Federal policy issues. The identified items on the agenda will shape the business items that will later appear on each city's Commission agendas, in accordance with the enabling interlocal agreement between the cities, and shown below:

"ENACTMENT OF COALITION POLICY AGENDA:

Following discussion of proposed Coalition policies as presented by the executive committee, each individual governing body will present the proposed policy for official action at a regular or special meeting of its governing body. No Coalition policy shall be enacted except by formal approval from the three governing bodies."

2018

ABOUT SKC

The Cities of Dodge City, Garden City, and Liberal formed the Southwest Kansas Coalition as a means to collectively and actively participate in issues impacting the region. SKC was formed to advocate for the idea that Southwest Kansas should be consistently and thoughtfully considered in state and federal level decisions, particularly when such decisions regard issues of importance to region residents. The City of Hays recently joined the organization as an associate member, as many of the issues important to SKC are important to all of western Kansas. SKC is profoundly dedicated to the principle of self-determination and is unfeigned in its infinite pursuit of this ideal. In this pursuit, the Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.



SOUTHWEST KANSAS COALITION **LEGISLATIVE AGENDA**

IMMIGRATION

Immigrant and refugee labor is vital to the southwest Kansas economy. SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in SKC member-cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal status; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community.

TRANSPORTATION

Transportation infrastructure is critical to the safety of region residents and travelers. Transportation infrastructure is also vital to the regional economy's maintenance and growth. Therefore, SKC believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

AIR TRANSPORTATION

Federal funding for passenger air service is vital to Southwest Kansas. The Essential Air Service Program is critical to providing the region with access to multiple major international airports. SKC encourages continued support from the Congressional Delegation. SKC supports increased FAA safety regulations; however, the qualifier of seat time has drastically reduced the number of qualified pilots under FAA regulations for Essential Air Service, thus resulting in canceled flights. SKC supports incorporating qualified classroom training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in Southwest Kansas communities. SKC also supports continued and uninterrupted funding of Federal Aviation Administration and expansion of the Airport Improvement Projects for airports. Federal funding through the Airport Improvement Program is critical to maintaining the infrastructure of airports.

RAIL TRANSPORTATION

SKC supports enhanced passenger and freight rail service in Kansas. In particular, the Coalition strongly supports the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. SKC encourages State and Federal funding to preserve this needed transportation link to access the southwestern region of the State. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

HIGHWAY TRANSPORTATION

Federal transportation dollars should be spent on transportation infrastructure. Transportation infrastructure is vital to our state's and country's economy, individuals' safety and our nation's defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC supports correction of the distribution of funds to the Special City County Highway Fund from the collection of fees on interstate commercial vehicles. Such funding should include the transfer of fees from the registration of out-of-state commercial vehicles directed by K.S.A. 9-3425i. SKC supports the continued maintenance and expansion of the transportation infrastructure in Kansas. SKC supports full funding of the Kansas T-Works comprehensive transportation program and opposes any use of these funds to balance the State's general fund budget. Any reduction in T-Works funding jeopardizes state and regional economic development.

TAXES

We urge Congress to take action to implement the mandatory collection of sales and use taxes on remote sales. The legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments. SKC opposes the removal of sales exemptions for Kansas Municipalities.

ANNEXATION

The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. The current statutory framework was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, SKC opposes any change that limits the authority of cities to grow through annexation.

SOUTHWEST KANSAS REGIONAL COOPERATION AGREEMENT

This Southwest Kansas Regional Cooperation Agreement ("the Agreement") is made and entered into by and between the governing bodies of the City of Liberal, Kansas, the City of Garden City, Kansas, and the City of Dodge City, Kansas:

It is the goal of the respective governing bodies to identify common needs of the Southwest Kansas area and to then cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region;

In furtherance of this goal, the respective governing bodies do hereby jointly establish the Southwest Kansas Coalition ("Coalition") which Coalition shall be governed by the following principles and procedures:

PURPOSE:

The purpose of this Agreement is to create and establish a regionally united entity designed to effectively identify, support, promote, and advocate for and on behalf of local, state, and federal policies to address common issues impacting the Southwest region of the state of Kansas.

MISSION:

The respective governing bodies recognize that a regional approach to advocacy at the state and federal levels will allow individual member cities to maximize the impact of their representation when regional improvements may be mutually beneficial to all residents of the Southwest Kansas region and do hereby pledge themselves to work collectively to achieve regional rather than independent local goals where such collective action is deemed appropriate.

ESTABLISHMENT OF POLICY AGENDA:

The respective governing bodies are committed to achieving their mission through discussion and collective agreement on issues which comprise a mutually beneficial core agenda for which member cities, as a united Coalition may advocate at the appropriate legislative and regulatory level.

IDENTIFICATION OF CORE ISSUES:

The Coalition has collectively identified two initial core issues which are deemed to have a significant social and economic impact for the Southwest region of the State of Kansas:

Transportation:

Transportation plays a critical role in the maintenance and achievement of economic benefits for all of Southwest Kansas. As such, a regional approach to implementing and enhancing a comprehensive transportation system designed to stimulate and preserve economic and social growth throughout the region is an appropriate core issue.

Education:

The development of an adequate and stable workforce through advanced educational degrees and specialized training programs is essential in maintaining and growing the economy of Southwest Kansas. Establishment of increased educational opportunities throughout the region designed to retain and recruit a stable workforce is an appropriate core issue in improving the environment for economics growth throughout the region.

CORE ISSUES ADVOCACY:

A regional approach to advocacy on the state and federal levels will allow individual member cities to maximize the impact of their message. In many instances, regional improvements will be mutually beneficial to members of the Coalition. In these instances, it is appropriate to work collectively to achieve regional rather than local goals. In order to effectively advance regional issues and to be fully informed of pending and proposed legislation impacting the region, it is essential that the Coalition retain an on-site advocate to monitor legislative action.

DEVELOPMENT OF POLICY AGENDA:

The Mayor's and City Manager's of the three member cities shall serve as an executive committee which shall be responsible for the scheduling of Coalition meetings, development and preparation of proposed policy issues, advocacy positions, strategies, and activities based on input from Coalition meetings.

ENACTMENT OF COALITION POLICY AGENDA:

Following discussion of proposed Coalition policies as presented by the executive committee, each individual governing body will present the proposed policy for official action at a regular or special meeting of its governing body. No Coalition policy shall be enacted except by formal approval from the three governing bodies.

NON MEMBER REPRESENTATION:

Representatives of non member taxing entities may attend Coalition meetings and may by unanimous action of the Coalition members actively participate with the Coalition regarding specific issues and policies under terms and conditions established by agreement between the Coalition and the non member entity.

DURATION AND TERMINATION OF COALITION:

This Coalition shall remain in effect until terminated by action of any Coalition member governing body.

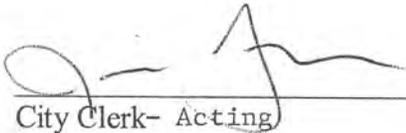
This agreement has been approved by action of the governing bodies of Coalition members on the dates reflected below:

City of Liberal, Kansas

BY: _____ ATTEST: _____
Mayor City Clerk

Approved this _____ day of November, 2008

City of Garden City, Kansas

BY:  _____ ATTEST:  _____
Mayor City Clerk- Acting

Approved this 11 day of November, 2008

City of Dodge City, Kansas

By: _____ ATTEST: _____
Mayor City Clerk

Approved this _____ day of November, 2008

INTERLOCAL AGREEMENT

287 654

BETWEENTHE CITY OF GARDEN CITY, KANSAS, THE CITY OF DODGE CITY, KANSAS
AND THE CITY OF LIBERAL, KANSAS

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into this 15th day of January, 2009 by and between the CITY OF GARDEN CITY, KANSAS, (GARDEN CITY), the CITY OF DODGE CITY, KANSAS (DODGE CITY), and the CITY OF LIBERAL, KANSAS (LIBERAL).

WHEREAS, the parties have jointly formed the Southwest Kansas Coalition (Coalition) to identify common needs of the Southwest Kansas area and to cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region; and

WHEREAS, in furtherance of the purpose of the Coalition, the parties desire to retain the services of a consultant to provide professional lobbyist services in conjunction with the Kansas State Legislature, the United States Congress, and such other governmental agencies, or groups as may be designated by the parties; and

WHEREAS, it is the desire of the parties to enter into an agreement to establish the responsibilities of the parties to retain the services of a consultant;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide a means to retain the professional services of a consultant to provide lobbyist services to the Coalition.

2. AUTHORITY TO CONTRACT. The parties possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2901 *et seq.*, and the Kansas Constitution, Article 12, Section 5.

3. ADOPTION. The parties shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion, and meet all filing requirements, if any.

4. DURATION. This Agreement shall be for a term of twelve (12) months, beginning January 1, 2009, and ending December 31, 2009.

5. SEPARATE ENTITY/ADMINISTRATION. It is not the intent of the parties to create a separate legal or administrative entity to perform the functions of this Agreement. The parties agree that the City Managers of the parties, together with the Coalition, shall be responsible for administration of this Agreement.

6. MANNER OF FINANCING. The purpose of this Agreement shall be financed by the parties through expenditures from the general funds of each party. It is not the intent of the parties to utilize any financing to further the purpose of this Agreement, which would violate the cash basis or other budget laws.



BOOK 619 PAGE 723

STATE OF KANSAS } FEE \$14.00/10.⁰⁰
SEWARD COUNTY }

This instrument was filed for record

January 29, 20 09

at 10:00 o'clock AM, and recorded

in Vol. 619 at page 723

CYNTHIA L. SALLASKA, Register of Deeds

Cynthia Sallaska

7. TERMINATION. This Agreement may be terminated by any party, for any reason, by giving written notice of not less than 120 days. It is not the intent of the parties to acquire property subject to disposal upon termination of this Agreement. Early termination by a party shall not relieve the party from contributing its share for payment of fees and expenses incurred prior to date of termination.

8. DEFAULT. Should a party fail to abide by the terms and conditions of this Agreement, any of the other parties may declare default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.

9. LEGAL RESPONSIBILITY. It is not the intent of the parties to relieve any party of any obligation or responsibility imposed upon a party by law.

10. CONTROL OF LEGISLATURE/FUNDING. The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by a party for any obligations required under the terms and conditions of this Agreement, a party may terminate this Agreement pursuant to the notice requirements set forth herein.

11. EFFECTIVE DATE. This Agreement shall take effect upon its approval by the Governing Bodies of GARDEN CITY, DODGE CITY AND LIBERAL, approval by the Attorney General of the State of Kansas, and, if required, the filing of this Agreement with the Register of Deeds of Finney, Seward, and Ford Counties, Kansas, and the Secretary of State of the State of Kansas.

12. RETENTION OF CONSULTANT. The parties agree to jointly retain the services of Jennison Government Services (Jennison) for the purpose and duration of this Agreement. The parties shall equally share payment of Jennison's professional fees and expenses. All services to be provided by Jennison shall be pursuant to a written Independent Contractor Agreement, to be approved by all parties. It is contemplated that other western Kansas municipalities may desire to utilize Jennison's lobbyist services. If other municipalities participate, the parties shall determine the appropriate contributions to be paid by the municipalities towards Jennison's professional fees and expenses.

13. GENERAL COVENANTS.

(a) All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

(1) If to GARDEN CITY: City Manager
Box 499
Garden City, Kansas 67846

(2) If to DODGE CITY: City Manager
Box 880
Dodge City, Kansas 67801

(3) If to LIBERAL: City Manager
Box 2199
Liberal, Kansas 67905-2199

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By *David D. Crase* 12-09-08
DAVID D. CRASE, Mayor

ATTEST:

Stacey L. Frizzell
Stacey L. Frizzell, City Clerk

CITY OF DODGE CITY, KANSAS

By *Kent Smoll*
KENT SMOLL, Mayor

SEAL OF THE CITY OF DODGE CITY
INCORPORATED
NOV. 2, 1875

ATTEST:

Nannette Poque
Nannette Poque, City Clerk

DATA ENTRY
LAND INDEX

STATE OF KANSAS
SS. # 396
FINNEY COUNTY
This instrument was filed for Record on
the 27 day of Jan A.D. 2009
at 2:55 o'clock P M and duly recorded
in book 287 Page 24 Fee \$ 24.00

Alethea Lapp
Register of Deeds



CITY OF LIBERAL, KANSAS

By [Signature]
JOE DENOYER, Mayor



287 654

APPROVED this 22nd day of January, 2009, by the Attorney General of the State of Kansas.

KANSAS ATTORNEY GENERAL

By [Signature] Asst. Attorney General
for State Seal

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 9th day of December, 2008, before me, a Notary Public in and for the County and State aforesaid, came DAVID D. CRASE, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
Oct 21, 2009



STATE OF KANSAS)
)
COUNTY OF FORD)

287 654

ss.

BE IT REMEMBERED, that on the 15th day of January, 2009, before me, a Notary Public in and for the County and State aforesaid, came KENT SMOLL, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seat as of the day and year last above written.



Connie Marquez
Notary Public

My Commission Expires:

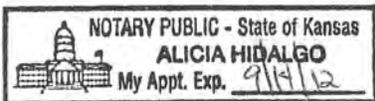
December 19, 2010

STATE OF KANSAS)
)
COUNTY OF SEWARD)

ss.

BE IT REMEMBERED, that on the 13th day of January, 2009, before me, a Notary Public in and for the County and State aforesaid, came JOE DENOYER, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.



Alicia Hidalgo
Notary Public

My Commission Expires:

Sept. 14, 2012