

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, June 17, 2019

7:00 p.m.

MEETING #5128

CALL TO ORDER

ROLL CALL

INVOCATION BY Reverend John Seatvet of St Cornelius Episcopal Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

Shrine Bowl Update – Paul Lewis

CONSENT CALENDAR

1. Approval of City Commission Work Session, June 3, 2019;
2. Approval of City Commission Meeting Minutes, June 3, 2019;
3. Appropriation Ordinance No.13, June 17, 2019;
4. Approval of Temporary Alcohol Consumption for Eisenhower Park.
5. Approval of Temporary Alcohol Consumption for Long Branch Lagoon.
6. Approval of Change Order No. 1 for the 2019 Asphalt Street Projects.

ORDINANCES & RESOLUTIONS

Ordinance No. 3717: An Ordinance Providing for the Dodge City 2030 Comprehensive Plan for the City of Dodge City, Kansas. Report by Planning & Zoning Administrator, Nathan Littrel.

Resolution No. 2019-17: A Resolution Appointing a Local Freedom of Information Officer for the City of Dodge City, and Providing for the Officer's Duties. Report by Finance/Director City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Agreement to Receive 2018 Diesel Emissions Reduction Act (DERA) Grant Funding. Report by Superintendent of Public Works, Corey Keller.
2. Approval of the Real Estate Purchase Contract of Property at 1409 Park Street. Report by Assistant to City Manager/Public Affairs, Melissa McCoy.
3. Approval of Zoo Masterplan. Report by Parks & Facilities Director, Troy Brown.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, June 3, 2019

6:15 p.m.

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners Kent Smoll, Jan Scoggins, Joyce Warshaw (by phone), and Rick Sowers

1. City Manager Discussions. Ernestor De La Rosa, Assistant City Manager discussed with the Commission the process for hiring a City Manager in the future.
2. Live Stream Training. Abbey Martin, Public Information Officer, passed out some tips for nonverbal communication with the start of the live streaming of the Commission meetings.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting and Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, June 3, 2019

7:00 p.m.

MEETING #5126

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners Rick Sowers, Jan Scoggins, Kent Smoll and Joyce Warshaw (by phone)

INVOCATION by Reverend John Seatvet of St Cornelius Episcopal Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers moved and Commissioner Kent Smoll seconded the motion to approve the Agenda as presented. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

Mayor Brian Delzeit read the Forensics Team Proclamation and proclaimed June 3, 2019 as Dodge City High School Forensics Team Day. Johnny Dunlap, Coach, spoke regarding the Forensics Team.

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 Work Session, May 20, 2019;
2. Approval of City Commission Meeting Minutes, May 20, 2019;
3. Appropriation Ordinance No.12, June 3, 2019;
4. Cereal Malt Beverage License:
 - a. El Charro Restaurant, 1209 W. Wyatt Earp Blvd.;
5. Approval of Contract for Water Service for 1519 S. 2nd Avenue.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2019-15: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the 2009 International Fire Code Pertaining to the Discharge of Fireworks within the City Limits of the City of Dodge City, Kansas was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

NEW BUSINESS

Commissioner Jan Scoggins moved to approve the Agreement with SMH in the amount of \$23,000, pending approval by City Attorney, for Phase 1 Design Development Engineering Services for 6th Avenue and Soule Street Intersection. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Reports of staff and City Commissioners.

EXECUTIVE SESSION

At 7:30 p.m., Commissioner Rick Sowers moved to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(4) for discussion of data relating to financial affairs or trade secrets of third parties. The justification for closing the meeting is the protection of confidential information of a private company. Besides the Commissioners, the meeting will include the City Manager, City Attorney, Finance Director, Assistant Finance Director, Assistant City Managers and the Engineering Services Director. The open meeting will resume in the City Commission Chambers in 20 minutes at 7:50 p.m. The Commission will not take action upon returning to open session and prior to adjournment.

At 7:50 Commissioner Jan Scoggins moved to reconvene into regular session. Commissioners Rick Sowers seconded the motion. The motion carried unanimously.

At 7:50 Commissioner Rick Sowers moved to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(6) for the preliminary discussion of the acquisition of real estate. The justification for closing the meeting is to protect the City's position in negotiations. Besides the Commissioners, the meeting will include the City Manager, City Attorney, Finance Director, Assistant Finance Director, and Assistant City Managers. The open meeting will resume in the City Commission chambers in 15 minutes at 8:05 p.m. The Commission will not take action upon returning to open session and prior to adjournment.

At 8:05 Commissioner Rick Sowers moved to reconvene into Regular Session. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ADJOURNMENT

The meeting was adjourned on a motion by Commissioner Jan Scoggins and seconded by Commissioner Rick Sowers. The motion carried unanimously.

Mayor

ATTEST:

City Clerk

Memorandum

To: Cherise Tieben City Manager
From: Connie Marquez
Date: June 10, 2019
Subject: Temporarily Allow Consumption of Alcoholic Beverages in Eisenhower Park
Agenda Item: Consent Calendar

Recommendation: I recommend a motion to allow the consumption of alcoholic beverages on a temporary basis for a private function at a City park.

Background: The City of Dodge City's ordinances has a prohibition against the sale, service or consumption of cereal malt beverages or alcoholic beverage on city property unless there is a specific ordinance exempting a location. The ordinance reads that certain city-owned property is exempted from this prohibition and other property be exempted as determined from time to time by duly adopted motion of the City Commission. We have had a request use Eisenhower Park by Dodge City Area Chamber of Commerce Young Professionals. They are hosting a Final Friday Event, Party in the Park with live music by Noelle Garcia and David McHugh. This will be held June 28th from 6:00 p.m. to 8:00 p.m. They will charge for the event and samples of craft beer will be available for those in attendance.

Justification: The City has had similar requests in the past for allowing consumption or sale on city property and has granted this request at Eisenhower Park for the same kind of event. In the past, we have allowed it for a limited time period in a specific location with proper licensing. They have requested a temporary liquor permit from the State of Kansas and a waiver of the Noise Ordinance because they have a band. The ordinance allows the prohibition to be exempted upon motion of the City Commission. Upon approval by the City Commission, we will assure that they have all required permissions and permits and require that the premises be cleaned.

Financial Considerations: None

Purpose/Mission: Work with the community for a safe and inviting environment.

Legal Considerations: Allowed by City Ordinance

Memorandum

To: Cherise Tieben City Manager
From: Connie Marquez
Date: June 13, 2019
Subject: Temporarily Allow Consumption of Alcoholic Beverages at Long Branch Lagoon
Agenda Item: Consent Calendar

Recommendation: I recommend a motion to allow the consumption of alcoholic beverages on a temporary basis for a private function at the Long Branch Lagoon.

Background: The City of Dodge City's ordinances has a prohibition against the sale, service or consumption of cereal malt beverages or alcoholic beverage on city property unless there is a specific ordinance exempting a location. The ordinance reads that certain city-owned property is exempted from this prohibition and other property be exempted as determined from time to time by duly adopted motion of the City Commission. We have an application from StandGuard Aquatics for a Temporary Event Cereal Malt Beverage License. They are hosting an event on June 21st from 8:00 p.m. to 11:00 p.m. at the Long Branch Lagoon.

Justification: There were events at the Long Branch Lagoon in the evening for the same kind of event during the past two years. A stage was built to host these type of events, intending the sale of alcohol. In the past there were no issues relating to the sale of alcohol. The ordinance allows the prohibition to be exempted upon motion of the City Commission. Upon approval by the City Commission, we will assure that they have all required permissions and permits and require that the premises be cleaned.

Financial Considerations: None

Purpose/Mission: Work with the community for a safe and inviting environment.

Legal Considerations: Allowed by City Ordinance

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: June 13, 2019

*Subject: 2019 Asphalt Streets
Projects ST1904*

Agenda Item: Consent Calendar

Recommendation: Approve change order No. 1 of 2019 Asphalt Streets Project.

Background: 2019 Asphalt Streets Project was approved by City Manager on April 1, 2019.

Justification: 4" HMA Base Course - This \$1 reduction in unit price is a result of providing APAC with enough millings off the job to recycle back into the new pavement.

2" HMA Surface Course - This \$2.01 reduction in unit price is a result of providing APAC with enough millings off the job to recycle back into the new pavement.

Manhole Adjustment - This 15 unit decrease in quantity is a result of removing all adjustments from streets only receiving a mill and inlay.

Water Valve Adjustment - This 19 unit decrease in quantity is a result of removing all adjustments from streets only receiving a mill and inlay.

Financial Considerations: Change Order 1 is for an decrease of \$37,948.75.

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

Legal Considerations: N/A

Attachments: Change Order 1

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: June 17, 2019
Subject: Adoption of Comprehensive Plan
Agenda Item: Ordinance #3717

Recommendation: The Planning Commission and City staff recommend approval of this ordinance, adopting the Dodge City 2030 Comprehensive Plan.

Background: K.S.A. 12-747 mandates the use of comprehensive plans and establishes both the minimum requirements for content as well as the process for adoption. The City's most recent Comprehensive Plan was adopted in 2003 and is in need of replacement. Guided by the provisions of this statute, the Dodge City 2030 Comprehensive Plan was created. Multiple work sessions were conducted with various stakeholder groups and workshops were advertised and open to the general public. Public engagement software and website were utilized as well as an online survey was conducted to further gauge public sentiment. This plan will be reviewed and amended as necessary to keep it current and meet statutory requirements.

Justification: There were extensive opportunities for community input and feedback and multiple work sessions conducted by both the Planning Commission and City Commission that were open to the general public. This comprehensive plan meets all of the statutory requirements and will offer guidance for future development and redevelopment and policy creation and decisions for the City through the year 2030. On May 22, 2019, the Planning Commission conducted a Public Hearing and followed with voting to make a recommendation of adoption to the City Commission by approving Planning Commission Resolution 2019-01.

Financial Considerations: None

Purpose/Mission: To meet the requirements of K.S.A. 12-747 as well as provide framework for making future physical and economic development as well as community policy decisions.

Legal Considerations: Compliance of K.S.A. 12-747

Attachments: Ordinance #3717, Public Hearing Summary, Planning Commission Resolution 2019-1



*Dodge City
Planning Commission*

Public Hearing Summary for May 22, 2019

Call to Order: Present were Jim Lembright, Edgar Acevedo-Pando, William Pennington, Frank Rose, Tom Stanley and Tom Taylor. Absent as Laura Mead. Tom Taylor called the public hearing to order.

Public Hearing: As required by K.S.A. 12-747, the Planning Commission gave proper notice in the official City newspaper and held a public hearing in order to gain additional feedback and input from the community. There were no community members in attendance at the public hearing. City Staff had received a couple phones calls and emails expressing interest in attending the public hearing, but the only feedback received through that communication were in support of creating a more walkable community. This was communicated to the Planning Commission. The public hearing was then closed. Several members went on to comment their support of the proposed Comprehensive Plan. The Chairperson, Tom Taylor, entertained a motion adopt a resolution to recommend adoption of the Comprehensive Plan to the Governing Body of Dodge City. Tom Stanley made the motion to adopt the resolution and Jim Lembright seconded the motion. The Planning Commission voted to approve the resolution, 6-0.

A handwritten signature in blue ink, which appears to read "Nathan Littrell", is written over a horizontal line.

Nathan Littrell, Secretary

PLANNING COMMISSION RESOLUTION NO. 2019-01

A RESOLUTION RECOMMENDING APPROVAL OF THE DODGE CITY 2030 COMPREHENSIVE PLAN.

Whereas, as required by K.S.A. 12-747(b), a Public Hearing was conducted by the Planning Commission on May 22, 2019.

Whereas, on May 22, 2019, the Dodge City Planning Commission voted to recommend approval of the Dodge City 2030 Comprehensive Plan.

This Resolution shall take effect after its adoption.

Adopted by the Planning Commission this 22nd day of May, 2019.



TOM TAYLOR, CHAIRPERSON

ATTEST:



NATHAN LITTRELL, SECRETARY

ORDINANCE NO. 3717

**AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE DODGE CITY 2030
COMPREHENSIVE PLAN FOR THE CITY OF DODGE CITY, KANSAS.**

WHEREAS, pursuant to the provisions of K.S.A. 12-747, and in conjunction with the Governing Body of the City of Dodge City, Kansas, the Dodge City Planning Commission has authorized and caused a replacement of the City's Comprehensive Plan; and,

WHEREAS, as part of the Dodge City 2030 Comprehensive Plan process, public surveys were conducted to gain community feedback to give direction of said plan; and,

WHEREAS, the Dodge City Planning Commission gave proper public notice in the official City newspaper and held a public hearing on Wednesday, May 22, 2019 to receive and consider comments and remarks on the Dodge City 2030 Comprehensive Plan; and,

WHEREAS, following said public hearing a majority of all members of the Dodge City Planning Commission voted to adopt Planning Commission Resolution 2019-01, representing a recommendation for adoption of said plan, and has provided the Governing Body of the City of Dodge City, Kansas a certified copy of the Dodge City 2030 Comprehensive Plan, as well as a written summary of said public hearing; and,

WHEREAS, the Governing Body of the City of Dodge City, Kansas finds it advisable to adopt the Dodge City 2030 Comprehensive Plan.

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

SECTION 1: The Dodge City 2030 Comprehensive Plan for the City of Dodge City, Kansas, attached hereto and incorporated herein by reference, meeting the conditions for adoption prescribed in K.S.A. 12-747, is hereby adopted and declared to be the official guide for the future development of the City.

SECTION 2: The Dodge City 2030 Comprehensive Plan for the City of Dodge City, Kansas shall constitute the basis or guide for public action to insure a coordinated and harmonious development or redevelopment which will best promote the health, safety, morals, order, convenience, prosperity and general welfare as well as wise and efficient expenditures of public funds.

SECTION 3: City Ordinances No. 3362, 3363 and all other prior Ordinances in conflict herewith are hereby repealed; provided, however, that this repeal shall not interfere with, abrogate or annul the applicability of any previously approved and adopted comprehensive plan, comprehensive plan amendment or other plan during the period of time they were in force and effect.

SECTION 4: This Ordinance shall take effect and be in force from and following its publication in the official newspaper, as provided by law.

**PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS IN
REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS SEVENTEENTH DAY
OF JUNE, 2019.**

BRIAN DELZEIT, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK



Dodge City 2030

Comprehensive Plan

PLANNING FOR TOMORROW

ACKNOWLEDGEMENTS

CITY COMMISSIONERS

- Brian Delzeit
- Jan Scoggins
- Kent Smoll
- Rick Sowers
- Joyce Warshaw

PLANNING COMMISSIONERS

- Kristina Crawford
- Jim Lembright
- Laura Mead
- Edgar Acevedo-Pando
- William Pennington
- Frank Rose
- Tom Stanley
- Tom Taylor

CITY STAFF

- Cherise Tieben, City Manager
- Ernestor De La Rosa, Assistant City Manager
- Melissa McCoy, Assistant City Manager
- Nathan Littrell, Planning & Zoning Administrator
- Abbey Martin, Public Information Officer

STAKEHOLDER GROUPS

- Chamber of Commerce Board
- Community Facility Advisory Board
- Convention & Visitors Bureau Board
- Cultural Relations/Multicultural Advisory Board
- DCCC Adult Learning Center Classes
- DCHS Spring Semester Senior Government Classes
- Dodge City/Ford County Development Corporation Board
- Rotary Club
- Senior Center

A special thanks to Terri Mujica-McLain for facilitating the Public Engagement Sessions.

Table of Contents

Chapter One

Introduction **6**

Goals and Objectives of the Comprehensive Plan
Intent of Plan
Plan Development Process
A Livable and Sustainable City
How to Use this Plan

Chapter Two

Community Vision, Overview and History **11**

Population and Demographics
Population Growth within the City
Demographic Shift
Community Engagement

Chapter Three

Local Economic Conditions and Economic Development **18**

Strategic Plan beyond Land Use
Transportation and Fuel
Local Economic Conditions
City Branding Opportunities

Chapter Four

Preserving Natural Resources **31**

The Economic Generator – Water
Resource Equity: A Balance of Conservation and Economic Growth
Alternative Fuel Use

Chapter Five

Maintaining and Upgrading Our Public Facilities, Parks 39

Public Facilities
Parks

Chapter Six

Transportation System and Infrastructure 51

Community Transportation
Pedestrian and Bike Paths
Long-term Roadway Improvements and Extensions
Utility Infrastructure

Chapter Seven

Preserving Community Character, Neighborhoods and Housing 64

Preserving Community Character
Housing and Neighborhoods

Chapter Eight

Future Land Use 74

Existing Land Use
Future Land Use
Extraterritorial Jurisdiction
Zoning

Appendix A: Tables, Charts and Maps 80

Appendix B: Community Engagement Feedback 82



Chapter One

Introduction

Chapter One

Introduction

Why a Comprehensive Master Plan?

A Comprehensive Plan is a roadmap that a community can use to define its collective goals and desires, ultimately expressing the fundamental image and direction of the community. It provides a framework for making future physical and economic development as well as community policy decisions.

Goals and Objectives of the Comprehensive Plan

The Comprehensive Plan is a policy guide which describes in graphic and narrative form the community's vision for directing future land development. A Plan includes several components:

- It is a policy plan, stating the community's desires for directing land Use decisions through articulated goals and policies. This Comprehensive Plan incorporates numerous City plans into a single document. The Comprehensive Plan does not replace other recently developed and adopted plans and policy documents, but seeks to better integrate them.
- It provides a physical plan component by mapping generalized land uses and describing in policies the relationships between different land uses.
- It is long-range, considering Dodge City and Ford County's expected growth in the future.
- Future land use maps geographically display the potential development of the community.
- It is comprehensive, considering issues such as demographic, economic, transportation and infrastructure factors which have shaped and will continue to influence land development in Dodge City.
- It is about understanding the relationship between the physical and economic dynamics at work within the community and giving the community and its decision makers the tools to determine the difference between good and bad growth options.

Intent of Plan

The intent of the plan is to identify these unique opportunities within existing neighborhoods and districts that exist throughout the entire city, build upon these characteristics and opportunities and work to develop alternatives to the present growth patterns where required to achieve the long term goals of the community.

Ultimately, any new planning model that is adopted has to encourage equitable and balanced growth throughout the community. This will be accomplished by developing community wide communication and understanding of the collective long term values held by the community.

These values are the basis of all planning efforts. These elements include:

- Differing scale of retail and commercial uses (combination of national and "home grown" options)
- Urban open space and parkland
- Multi-modal opportunities of movement in the community
- Diverse housing options in each area and neighborhood

Plan Development Process

Participation and input from the diverse community of Dodge City was a key component in the development of this Comprehensive Plan. Public officials, staff, consultants and the public collaborated to identify some primary values, goals and concerns for the community, and provided focus for this plan.

Taking direction from the stakeholders, analysis of census data, market studies and other research was completed. The final step is to establish actionable goals, policies and general guidance for the City's leaders.

A Livable and Sustainable City

Sustainable design in the context of city and town planning has an expanded meaning. It is about all of the systems, social, physical and economic, that make up all aspects of our built environment. Beyond the physical and economic metrics established by the planning process is the measurement and enhancement of the community's balance between standard of living and a quality of life. The planning process establishes a baseline that contributes to a stable and viable community.

By that definition sustainability means achieving balance and a level of control of all aspects of community life including:

- Quality and affordable housing
- Diverse commercial opportunities
- Education opportunities at all levels
- Good jobs

Social opportunities that strengthen the culture and life of the City - parks, open space and recreational opportunities, also contribute to the health of the community.

When all of these elements work together on a community level the value of the City - socially, physically and economically, is enhanced as a place to live and work and as a place to raise families.

As the community perceives the value of the City on all of these levels, the Comprehensive Plan takes on a more important meaning in the community's eye and becomes in its best sense, the valued tool described above.

How to Use this Plan

The Comprehensive Plan provides a vision for the community. It is used as a policy guide that identifies the community's goals for directing future land use decisions. The Plan is also used by property owners to identify where and how development should occur; by residents to understand what the city and county anticipates for future land uses within the community; and by the city and other public agencies to plan for future improvements to serve the growing population of the community.

Specifically, the city can use the Comprehensive Plan to evaluate development proposals: to coordinate development within the community; to form the foundation for specific area plans; to project future service and facilities' needs; and to meet the requirements for federal and state grant programs.

The Comprehensive Plan allows the decision makers to look at the entire community and the effects of land use decisions on the community as a whole to determine whether individual land development proposals are consistent with the overall goals of the community.

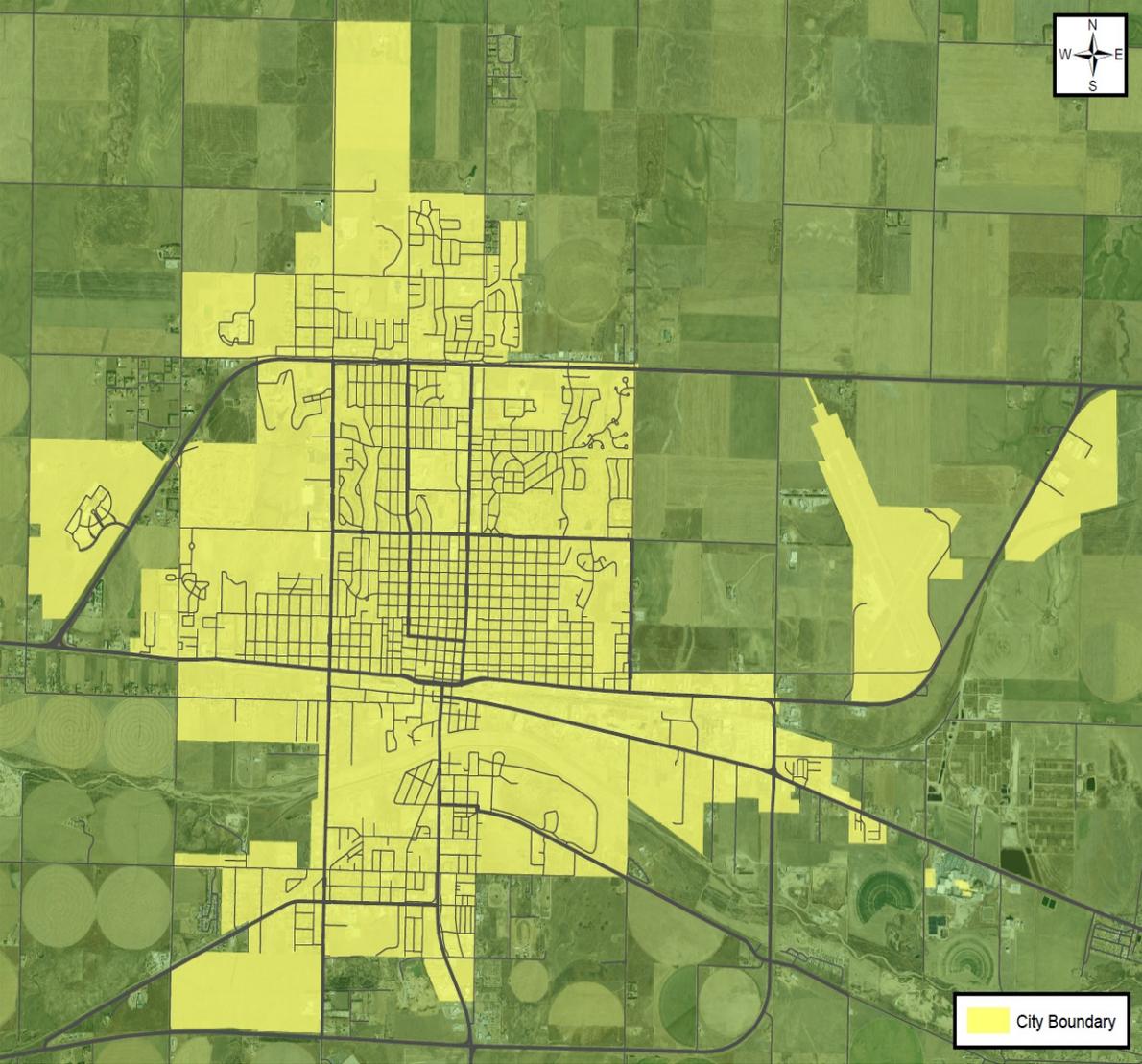
A Living and Actionable Plan

A high value that can be placed on the process and documentation of the Comprehensive Plan by the community directly relates to how often the plan is reviewed and updated. A comprehensive plan can be viewed as a living document plan provided that it is kept current and up to date by annual review and revised as deemed necessary. The plan is a tool and a reference for the entire community. Awareness, accessibility and an understanding of the impact of the plan by the community is very important.

Planning Area

The Planning Area of focus for this Comprehensive Plan shall include the City of Dodge City in its entirety and the immediate area surrounding. Jurisdiction of this Plan shall be limited to the City Boundaries at time of adoption and any areas annexed during this Plan's lifespan. Should an Extraterritorial Area be established, this plan would extend to that specified area.

Map 1.1: Boundary Map of Dodge City





Chapter Two

Community Vision, Overview and History

Chapter Two

Community Vision, Overview and History

Community Overview and History

Dodge City is at a crossroads. The community and leaders have to decide how to leverage the opportunities that have now presented themselves after many years of hard work. Two different but inter-related opportunities that have come to pass are the Boot Hill Casino and Resort whose impact from the economic perspective can be easily measured, and the Main Street Initiative with its focus on community assets and stewardship in the form of historic preservation. While many more efforts are under way and coming to pass, these two epitomize the opportunities the City currently possesses.

With opportunities are the challenges of leveraging these new resources in a way that has a long term benefit to the community. The Casino provides job opportunities as well as additional revenue generation from it and from satellite businesses. This revenue both directly and indirectly create a higher standard of living in the community.

The Main Street Initiative focuses on the physical aspects of the historic city and its preservation while creating an environment to make the City more than a museum and into a living, sustainable place. This initiative will ripple throughout the entire community enhancing the quality of life and life opportunities within the City.

One of the City's greatest challenges will be to leverage these new economic opportunities to attract professional jobs (attorneys, teachers, accountants, architects, etc.) which will fill out the labor force demographic as well as keep these services and revenues spent for these services within the community. Continued growth in non-professional jobs will create a demand for these professional jobs.

Achieving a balance of Quality of Life and Standard of Living helps to foster the diverse opportunities for culture, education, social interaction and a diverse job market. This will aid greatly in attracting new residents and businesses. The success of this balance will be that Dodge City will be a place of choice to live, raise a family, work, come back to and remain.

Population and Demographics

Population predictions are difficult and inaccurate at best. Factors such as business and economic growth, change in education opportunities, disasters (both natural and man-made) and the overall economic climate can have a great effect.

Growth projections are based on the historical economic performance over the past 20 years tempered with the reality of the current state of our economy as well as the competitiveness of the community from the aspects of quality of life compared to similar communities with similar business and social opportunities.

Dodge City and Ford County, as well as a swath through the Central United States from South Dakota to the Oklahoma Panhandle, have not suffered unemployment in any way similar to the rest of the country. With unemployment hovering at around 3.5%, these communities have managed to continue modest growth while other cities of similar size, geographic proximity to large metropolitan areas and demographics have dramatically suffered. Because of this phenomena, out migration as a result of a massive loss of employment has not occurred.

The 1950 plan did not project future population growth. The 1961 plan forecasted that by 1980 the city population would reach 17,000 (assuming no in-migration). The actual 1980 population was 18,001. The 1961 plan also stated that the “farm to city” migration has stabilized and the farm population would remain fairly constant which history has shown to not be the case.

Population has consistently grown in Dodge City and surrounding Ford County area. From 1990 through 2010, the community has grown by approximately 30%.

Population Growth within the City

Official Population Counts

| | | |
|------|--------|----------------|
| 1980 | 18,001 | |
| 1990 | 21,129 | 17.4% increase |
| 2000 | 25,176 | 19.2% increase |
| 2010 | 27,340 | 8.6% increase |

Figure 2.1: Population Change For Dodge City & Other Kansas Cities, 1970 - 2010

| | 1970 | 1980 | 1990 | 2000 | 2010 | % Change 1970-2010 | % Change 2000-2010 |
|-------------|--------|--------|--------|--------|--------|--------------------|--------------------|
| Dodge City | 14,127 | 18,001 | 21,129 | 25,176 | 27,340 | 93.5% | 8.6% |
| Garden City | 14,790 | 18,256 | 24,097 | 28,451 | 26,658 | 80.2% | -6.3% |
| Great Bend | 16,133 | 16,608 | 15,427 | 15,345 | 15,995 | -3.7% | 4.2% |
| Hays | 15,396 | 16,301 | 17,767 | 20,013 | 20,510 | 33.2% | 2.5% |
| Hutchinson | 36,885 | 40,284 | 39,308 | 40,787 | 42,080 | 14.1% | 3.2% |
| Liberal | 13,862 | 14,911 | 16,573 | 19,666 | 20,525 | 48.1% | 4.2% |
| Salina | 37,714 | 41,843 | 42,303 | 45,679 | 47,707 | 26.5% | 4.4% |

Source: U.S. Census Bureau

This level of growth, without major external influence, changes in employment patterns or demographic mix, should continue in the foreseeable future.

| | | | |
|----------------|--------|----------------|---------------------|
| 2015 estimated | 28,045 | 2.6% increase | (.5% annual growth) |
| 2020 projected | 30,074 | 10.0% increase | (1% annual growth) |

The population estimate from 2015 reflects minimal growth, but that small growth could be associated with the Boot Hill Casino and Resort and businesses that service and support this attraction as well as other business initiatives. While most of these jobs generated are non-professional workforce jobs, they do increase the need for supporting professional jobs.

The 2020 population growth projection assumes a 1% annual rate based on analysis of the Community Housing Assessment Team (CHAT) Study conducted in 2012. If there is opportunity and attractors for the growth of professional jobs, higher education opportunities and growth in the choice and variety of services, including retail as well as cultural and entertainment offerings, that projection could swing upwards.

There had been significant in-migration into the community from 1980 to 2000. Earlier population forecast were accurate without having considered in-migration as a significant factor. That means that there was significant outmigration of citizens as well. As stated in the 1999 Ford County comprehensive plan, "from 1980 to 1990, the net migration total for Ford County was zero. There was a 3,148-person increase during this decade and there were 3,148 more births than deaths."

According to a study conducted by the University of Wisconsin, in the 1980s Ford County saw a net migration of 156, and 1,601 in the 1990s. Unfortunately, out-migration has begun to outpace in-migration. Ford County had a net migration of -2,601 in the 2000s. A comparison to population increases over those decades supports the study's findings. From 2000 to 2010, Ford County's population increased from 32,458 to 33,848, an increase of 1,390 or 4.3%. Over that same time period, there were 6,640 births and 2,459 deaths, a difference of 4,181. The difference between birth/death totals and the actual population increase leaves you with a total that closely mirrors the UW Study's net migration number of -2,601. If this outmigration continues to increase, Ford County could soon see population decline.

In the 1974 plan, The University of Kansas prepared the Future of Kansas study for the office of the Governor. It warned of not just farm to town migration, but the possible depletion of people from rural and non-metropolitan areas.

The Future of Kansas study was a call for state and local leaders to change the declining trend. Business incentives were created in Dodge City and surrounding counties to foster in-migration. Even today, Governor Brownback's economic plan calls for several initiatives to spur growth in rural communities including tax incentives and paying off student loans. Sustaining growth in southwest Kansas is a perennial problem with no real "silver bullet" in sight.

In the 2010 Census, of the 57 counties west of a line drawn roughly along the western border of Sedgwick and Saline Counties, only seven showed population growth. Ford County is one of those seven.

Ford and surrounding Hodgeman, Meade, Clark, and Gray counties had a population of 37,573 in 1970. At the time, this area was projected to see its population decline to 34,380 by 2000. The

actual population in 2000 was 47,468, a growth of 30.1% over that period, not the loss of 8.4% as predicted. A substantial portion of this growth is found in Ford County.

Excluding Ford County, the other four counties did lose 1.8% people during this period.

Demographic Shift

As stated above, the 2010 Census states that Ford County has a total population of 33,848, which was an increase of 4.3% from the 2000 Census. What has changed is the demographic makeup of this population. Much like virtually every other place in the American west and southwest, Hispanic population growth has been high while the population identifying themselves as white is declining. Southwest Kansas and specifically Dodge City is no exception.

In 1990, the county population was 27,463 of which 22,934 were non-Hispanic and 4,301 were of Hispanic origin. 2010 census data shows that in Ford County the population was 33,848, of which 16,527 were non-Hispanic and 17,321 were of Hispanic origin. In 2000, these numbers were 32,458 total population, 20,227 were non-Hispanic and 12,231 Hispanic. While the overall population has grown as described in the 2010 census, the Hispanic population has grown by approximately 41.6% since 2000 while the segment identifying as non-Hispanic shrank by 18.3%.

The trend is obvious. While Ford County and Dodge City have seen positive growth since 1960, the bulk of the growth has been in a Hispanic population demographic. Within the current job and economic climate in Southwest Kansas, there is no reason or event to see this trend changing significantly.

What has been observed is that this population shift is not apparent in governmental representation or in the development of a whole community life. To a great degree two Dodge City's exist with separate social and even economic structures. If increased engagement between these two communities could be made, the social, economic and growth opportunities would be a benefit for the entire community.

The integration of the two cultures in Southwest Kansas is a difficult subject as there is no precedent model to refer to. Each community has to find its own path. The beginning of this will be formal and ongoing communication between leaders of both ethnic communities. Be this civic or religious, these connections have to be consciously encouraged and nurtured by both groups to break down stereotypes.

Community Engagement

A Comprehensive Plan should represent the collective goals and desires for the community as a whole, not just of a few community leaders. An essential part of the Plan process is community engagement. Kansas Statute K.S.A. 12-747 mandates the usage of and sets standards for Comprehensive Plans for local governments. Part of the State requirement is public involvement in the process. In order to gauge the community's desires, several measures were taken - presentations and interviews with stakeholder groups, workshops open to the general public, public engagement software was utilized and an online survey was conducted.

Stakeholder Group Sessions

Multiple presentations and interviews were conducted with a variety of stakeholder groups that represented a large swath of the community. Considerable effort was made to ensure that various demographics were represented. The various groups were given a presentation on the purpose of a comprehensive plan and some background on the various themes of the plan. The groups then were able to select a theme in which they were most interested in and identified their wants and opportunities, challenges involved and strategies to accomplish them. They then as a group prioritized those wants and opportunities.



Community Workshops

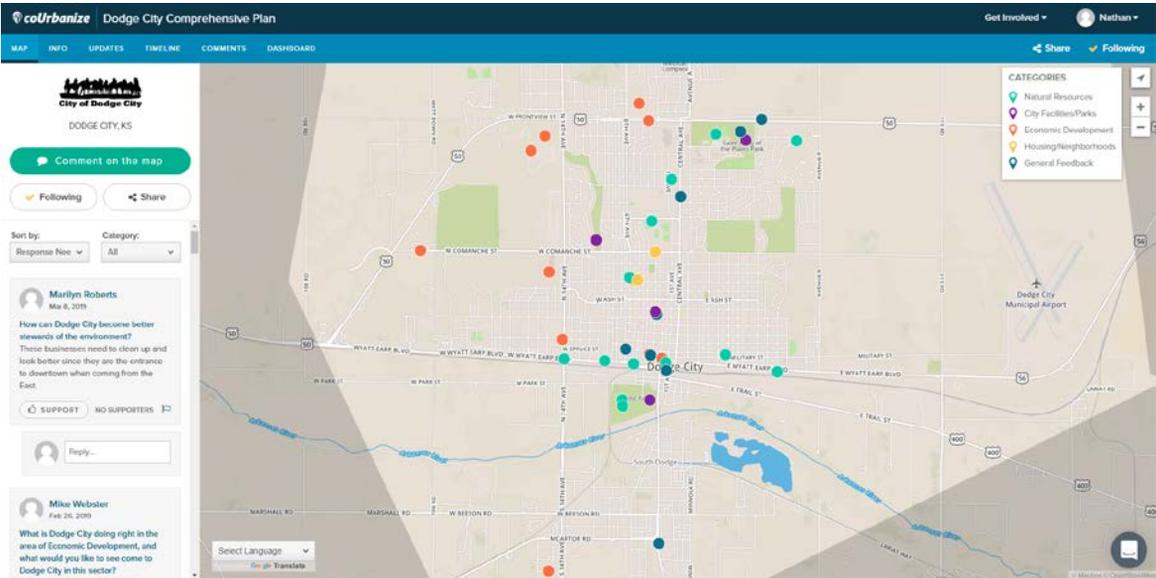
Community workshops were held and open to the general public. Each session had a different theme and focus and were held in various locations in the community. Each session began with a brief presentation on the purpose of a comprehensive plan and some background on the selected them for the session. Individually and then as a group, wants and opportunities were identified as well as the challenges and strategies to achieve them. Finally, the wants and opportunities were prioritized as a group.

Community Survey

An online survey open to the general public was conducted, covering a multitude of topics in which the plan was to focus on. The survey was promoted on the city's website and through various channels of social media. Participation was considerable and a great deal of feedback was obtained.

Public Engagement Software

Public engagement software, CoUrbanize, was utilized as part of the process. This software was made available to the general public and allowed for comment and feedback on a variety of topics and also offered a way to stay informed on the progress of the plan. The software and website was promoted both during the various sessions as well as through various channels of social media. The website received a good amount of traffic and a lot of useful feedback was received.





Chapter Three

Local Economic Conditions & Economic Development

Chapter Three

Local Economic Conditions & Economic Development

Strategic Plan beyond Land Use

The comprehensive plan has an effect on the city on many levels beyond land use planning. The implementation of any plan is predicated on the ability of the community to realistically identify issues and challenges that will affect local conditions and then respond to them. The development of a proactive plan that anticipates and then establishes positive responses to these outside pressures is the ultimate long term community goal. It is impossible to gain control over destiny. It is possible to develop an understanding of, and methods for, managing a more proactive local response to these outside pressures to minimize their impact upon the community and also the land use plan.

Economics drive the community on virtually every level and the fair generation and judicious use of that revenue is the goal of any responsible healthy community. This establishes the baseline for a quality of life that attracts more businesses and residents. Economic changes affect tax revenues (both good and bad) directly correlating to services provided to the community. Business development has an effect on Gross Domestic Product which has an effect on standard of living and ultimately quality of life. Energy and the environment have a direct relationship to it all. For Dodge City, the greatest environmental challenge is water while the greatest economic challenge will be work force.

Past comprehensive plans for the City were concerned with local issues dealing with evolving expectations of health and safety and anticipating population growth. These were the “global” issues of the day. While health and safety are still key issues, there are universal community expectations of what is an acceptable standard of living.

Today the issues are regional and global. Business competitiveness, economic development, property taxes and energy costs dominate the conversation on the long term stability and health of the community. Today, Dodge City is as affected by economic growth in India, Brazil, Japan and China as it is by farm futures trading in Kansas City. This was not the case 40 years ago.

The fundamental influences and challenges to Dodge City are Work Force, Higher Education Opportunities and Natural Resources (Water). These are, at the same time, both local and global issues within the community context. Every issue that affects growth, competitiveness, cost of and standard of living within the community ultimately derives their success or failure from these influences.

Transportation and Fuel

Transportation costs are tied to the well-being of a community. Currently, fuel prices have dropped to levels we have not seen in quite some time. Prices have been in the low to mid-\$2

range for the last few years. These low gas prices could remain in the short term, but many economists expect prices to eventually increase in the long term. Petroleum demand from developing economies and political instability could drive oil prices up.

Cost of Personal Transportation as a function of Economic Development

According to United States Federal Highway Administration (FHWA), in 2017, on average people in rural communities drive 30% more miles each year than in urban areas. While not technically considered an urban area, Dodge City is not truly rural either. Numbers slightly higher than typical for urban areas would likely apply to Dodge City residents.

An average 2 car household in an urban area pay between \$1,800-3,200/year for gas at \$2.50/gal. Using the statistics above, that would put the average range for rural residents at \$2,400-4,200/year. Worth noting is that rural residents are more likely to own less fuel efficient vehicles like SUV's and pickups than in urban areas which would increase fuel costs further. Worth noting is that the typical figure for Dodge City residents would likely fall somewhere between those rural and urban figures. However, that number would dramatically increase if gasoline prices returned to \$3.00-4.00/gal.

This has a fundamental impact upon the long term health of the community and creates the need to have a substantive discussion about how to decrease the impact of these costs for the residents of the community. This ultimately equates to a much larger percentage of the family budget being spent on transportation costs in stable times. When gas prices spike to rates similar to 2008 and remain at a high level, a noticeable change in spending habits will occur. Specifically for Dodge City, this will equate to lower tourism visits, lower revenues for local business and the sales tax base.

Additionally, salaries tend to lag behind creating a greater percentage of that salary to be allocated to energy costs. The median household income in Dodge City is \$49,007 in 2015 (nearly \$4,000 less than the Kansas average). If gasoline costs increase and without the corresponding rise in salaries, an even larger percentage of the family budget is allocated to pay for energy (gasoline and home heating) and other discretionary spending is curtailed.

Local Economic Conditions

Dodge City is well known nationally and internationally as the “Cowboy Capital of the World.” With strong western heritage bringing much fame to the community over the past several decades, the focus over the last few years has been to invest in building, promoting and offering opportunities for people around the world to join in “Reliving the Legend of Dodge City,” a slogan promoted by the City.

The City has seen a tremendous economic change stemming from its aggressive approach to encouraging growth over the last 30 years. This growth has taken place primarily with the help of jobs in the agricultural/food-processing and manufacturing sector as well as community

support. The consistent increase year by year in these jobs and attracting workers, a good number outside the community, to fill these jobs has permanently changed the economic demographic of the City.

During the 2008 Financial Crisis and Economic Recession of 2008-09, Dodge City surpassed the expectations of falling into a similar story compared to peer communities across the rural parts of the United States. In 2008, the Associated Press deemed Ford County as the least economically stressed county in the nation during the economic recession. The economic strength continued to hold strong as Ford County was ranked 5th in 2009. This is a testament to the resiliency of the area’s local economy. Ford County boasts one of the lowest unemployment rates across the state, while continuing to experience a growing labor force. With multiple expansions across a number of industries, jobs have been added to the payroll. The surrounding area has seen a drastic increase in investment in the wind energy sector, with workers living in Dodge City and commuting to the wind farms.

To assist the businesses with workforce needs, the Dodge City/Ford County Development Corporation implemented the “Dodge City Has Jobs” website, a free resource tool available to any Ford County area business. The website has been promoted across the Midwest at approximately 20 career fairs annually. The website is a database of over 500 available jobs in Ford County. A quarterly workforce committee was formed between local, state, and federal agencies, which was established in order to create new initiatives and enhance existing programs. The quarterly meetings have allowed discussions between the agencies and the ability to keep informed of local and regional workforce issues and new programs that can be useful in efforts to maintain a strong workforce. The committee also organizes local career fairs periodically to help local businesses find employees.

In 2014 and 2015, Policom released a report on Micropolitan Economic Strength Rankings, which are defined as communities with a population of 10,000 to 50,000 in size. Dodge City ranked 21st and 27th respectively, in the nation, placing the City as first in Kansas. Dodge City fell to 113 in 2016, 160 in 2017 and is back on the rise in 2018 and 2019, coming in at 136th and 132nd,

Figure 3.1: Policom Rankings for Dodge City & Other Area Micropolitan Areas

| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | Average |
|-------------|------|------|------|------|------|------|---------|
| Dodge City | 21 | 27 | 113 | 160 | 136 | 132 | 98.2 |
| Garden City | 273 | 186 | 232 | 228 | 224 | 207 | 225.0 |
| Great Bend | 319 | 322 | 252 | 293 | 348 | 383 | 319.5 |
| Hays | 191 | 177 | 161 | 142 | 229 | 271 | 195.2 |
| Hutchinson | 199 | 210 | 237 | 266 | 270 | 289 | 245.2 |
| Liberal | 229 | 154 | 182 | 260 | 375 | 328 | 254.7 |
| Salina | 104 | 67 | 126 | 118 | 91 | 32 | 89.7 |

Source: Policom Corporation

respectively. These numbers are in part due to a two-year lag in data which reflects the decrease in oil and gas industry. Dodge City has done well even with the adverse challenges the City faces which include not having a four-year college or interstate highway in the quadrant of the state.

Several reasons benefiting Dodge City's economic strength are due to the increase in manufacturing jobs, a strong agricultural economy, new housing, an increase in construction starts, and the promotion of entertainment/hospitality in the area. The diversification in the various businesses that offer a higher paying wage also offers a justification to the ranking.

Among peer communities across the United States, Dodge City has performed well economically over the past quarter century, especially in light of its relative isolation from a large metropolitan area and distance from an interstate highway. In 1982, the first year this information was compiled in this manner, 38 other U.S. communities had total earnings (payroll plus benefits) within +/-5 percent of Dodge City, many of which have a closer orbit to a major metropolitan area. Several other Kansas communities reside in this peer group including Hays, Liberal, McPherson, and Pittsburg. Presently, Dodge City ranks 18th among this national peer group in terms of earnings growth, better than each of the other Kansas communities except McPherson. On a per-employee basis, Dodge City ranks 11th among this peer group, better than each of the other Kansas communities except Liberal.

Beyond the industrial agriculture segment, strong earnings growth of farmers in the surrounding Ford County area have also dramatically contributed to economic growth. At present, Dodge City is performing in the top 25% of Kansas Communities in payroll growth. Much of this performance is directly attributable to a large meat packing industry and higher crop prices fueled by the world market. Between 1982 and 2009, the current share of Dodge City earnings in the manufacturing sector has more than doubled—from 16.5 percent to 34 percent. No other peer community in Kansas has approached this growth. About 24 percent of all jobs in Dodge City are held within business establishments that have more than 500 employees, a share that far exceeds the state average or the average in other peer communities in Kansas (with the exception of Salina/Saline County).

Regarding farm income, Ford County ranks 4th in growth among its peer counties across the nation, and performed significantly better than its peer counties in Kansas, further bolstering Dodge City's fortunes. In 2012, Ford County ranked 8th in the State of Kansas and 134 in the US in Market Value of Agricultural Products Sold.

Economic pressures from this explosive growth and diverse demographic change have transformed Dodge City from a very affordable, isolated rural community with a traditional agricultural base and associated service businesses to a more urban scaled community that has to be competitive on a national scale to attract the type of jobs and businesses desired to keep the community growing in a stable rate.

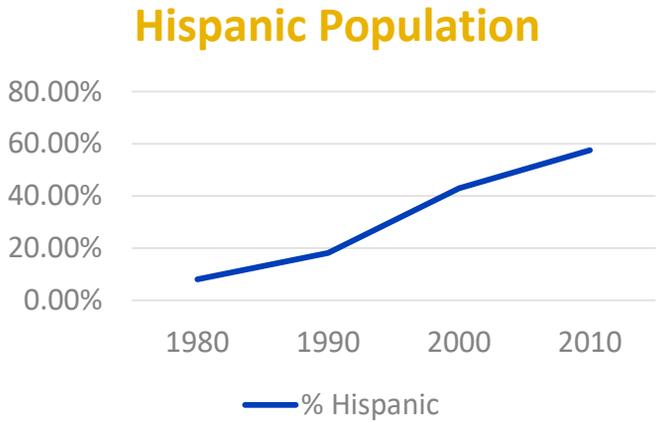
The issue of demographics and economics is difficult to address. For many years, smaller Midwest cities remained stable demographically and economically where virtually all the economy was agriculture based and where ownership of agricultural land stayed within local families. Today, many of these cities and towns have seen what could be described as permanently depressed economies. Not so with Dodge City and similar cities in Southwest Kansas. With the increase of

larger scale industrial agriculture and processing, the demographic shift within these communities began to change.

As efficiencies on the farms required less manpower and the processing work, primarily beef, required large numbers of mostly unskilled workers, outside labor was recruited as local populations were not large enough to respond to the need.

As different ethnic groups were brought in to fill these jobs, the makeup of the Dodge City community began to change. By 2000, 40% of the community was identified as Hispanic or Latino. That number in the latest population data available from the 2010 census shows that this number has risen to approximately 57.5%. The largest single immigrant group is Mexican, with others from Guatemala, El Salvador, Honduras, Cuba, and most recently Somalia and Sudan, among other countries.

Figure 3.2: Hispanic Population Trend for Dodge City



Source: U.S. Census Bureau

Hispanic businesses have become a major player in the entrepreneurship boom, particularly in the downtown of the community. The number of minority-owned businesses in Ford County in 2012 was 621 firms out of 2,450 total with or without paid employees, according to the Kansas Department of Labor, Labor Market Information Services, United States Census Bureau, and Survey of Business Owners.

The majority of businesses can agree that the immigration influx has helped to keep the community growing. By embracing the change, Dodge City has been projected to grow by 35.5 percent from 2014 to 2064. According to the Center for Economic Development and Business

Figure 3.3: Center for Economic Development & Business Growth Population Projections

| | 2014 | 2024 | 2034 | 2044 | 2054 | 2064 | % Change |
|---------------|--------|--------|--------|--------|--------|--------|----------|
| Ford County | 34,975 | 37,032 | 38,919 | 40,953 | 43,575 | 47,407 | 35.5% |
| Barton County | 27,385 | 26,205 | 24,566 | 22,574 | 20,421 | 18,432 | -32.7% |
| Ellis County | 29,013 | 30,745 | 32,796 | 34,665 | 36,905 | 40,106 | 38.2% |
| Finney County | 37,184 | 35,293 | 32,742 | 29,978 | 27,434 | 25,632 | -31.1% |
| Reno County | 63,794 | 62,246 | 59,924 | 56,577 | 52,602 | 48,882 | -23.4% |
| Saline County | 55,755 | 56,456 | 56,381 | 56,012 | 56,213 | 57,400 | 3.0% |
| Seward County | 23,465 | 23,640 | 23,449 | 23,147 | 22,879 | 22,903 | -2.4% |

Source: Center for Economic Development and Business Growth

Research (CEDBR) at Wichita State University, Dodge City/Ford County is the only micropolitan community that will not be declining and will continue making Dodge City the largest micropolitan area in Western Kansas by 2029.

While the economic base is built around industrial agriculture, Dodge City has a more diversified economic base that may be commonly understood. Dodge City and surrounding Ford County have businesses operating in about 55 percent of the three-digit level industrial classifications designated by the federal government. By way of comparison, Johnson and Sedgwick Counties have about 87 percent.

Dodge City has also seen continuous growth in other local manufacturing companies, including Bell & Carlson, United Telecom, Curtis Machine, Supreme International, a new Fed Ex building, six wind farm projects, and transmission developments. Several local grain cooperatives in the surrounding area have merged together to form a main headquarters, which will have an impact on Dodge City. Additionally, National Beef and Cargill Meat Solutions have invested over \$80 million combined in their facilities over since 2015.

With consistent community support, Dodge City has been able to thrive and expand its entertainment sector at a much greater rate than other Kansas communities, positively impacting the quality of life for area residents.

In 1997, the community passed a sales tax, creating the “Why Not Dodge” fund to build several entertainment facilities to enhance tourism and improve the quality of life in Dodge City. The projects have included Dodge City Raceway Park – an outdoor motorsports complex, improvements to a 2,600 seat civic center, the \$3.5 million Dodge City Legends Park – ranked as a premier baseball/softball complex in the state and throughout the region, and the United Wireless Arena & Conference Center – a 5,000 seat multi-purpose special events/convention center in 2011. The arena has hosted almost 400 events and had an attendance of over 90,000 guests in 2014. The Arena and Conference Center offers availability of space, family shows, wedding receptions, conferences – both local and regional, as well as state conferences, ice skating, among others. The arena has been able to attract concerts and shows ranging from popular country music acts, classic rock, Mexican musicians and popular comedic acts. Most recently approved using the funding was the regional aquatics facility, the Long Branch Lagoon located in the Heritage District, which opened Memorial Day weekend 2016.

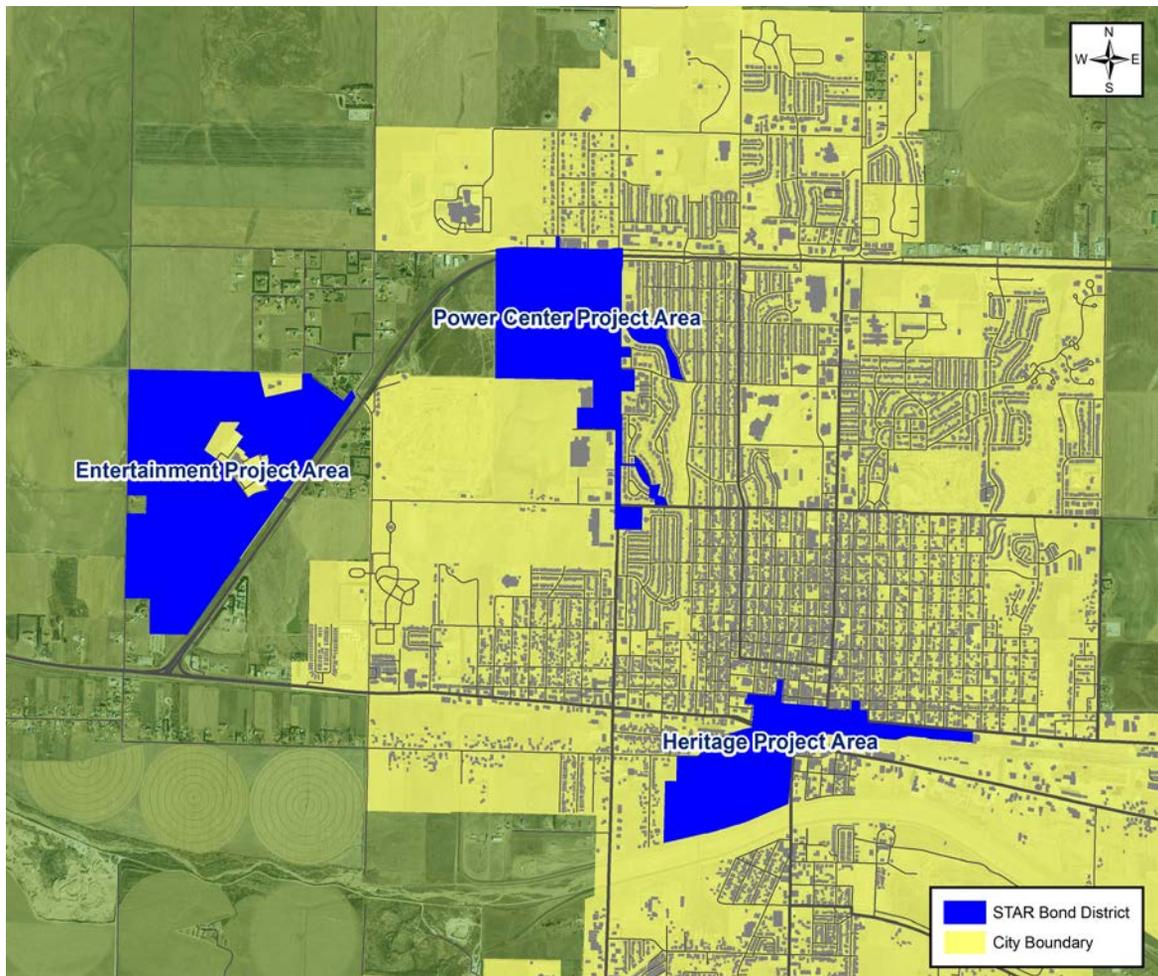
A destination casino opened in 2009, the Boot Hill Casino and Resort, as one of only four casinos authorized by the State of Kansas. Since then, the Boot Hill Casino and Resort with its neighbor, the United Wireless Arena, have continued to work together as the Casino won the naming rights to the Arena’s conference center. The two entities work together to bring in new events and shows. The Boot Hill Casino & Resort annually brings in over 600,000 visitors to Dodge City with 90 percent being drawn from outside of Dodge City. Additionally, Boot Hill Casino has directly contributed approximately \$6 million in local tax revenue and contributions to local non-profit organizations.

In 2012, the Western State Bank Expo Center was constructed, which consists of over 136,000 square feet of indoor exhibit space. While this facility is not within the City Limits, it certainly

has an impact on the community and local economy. The \$9.8 million project features 90,000 square feet of exhibit space and over 76,000 square feet of dirt floor, plus 1 million square feet outside exhibit space. Trade shows, farm shows, meetings, banquets, rodeos, and athletic events are a few of the activities held at the Expo Center and attended by over 70,000 attendants in 2014. The 3i Show, an annual event saluting industry, implement, and irrigation, pulls exhibitors from 30 states. The major show also continues to be headquartered in Dodge City. A recent expansion was added to the Expo Center to include outdoor livestock stables.

The Heritage District has been designated as a STAR (Sales Tax and Revenue) Bond District, an incentive used to develop destination projects approved by the State of Kansas. The City aims to use this to revitalize this area as it includes a portion of the Historic Downtown and the surrounding area. The district will include a beautification plan complete with landscaping theme to follow the historic bricks. The first feature of the district has been the construction of an \$11 million waterpark. Construction was completed in 2017 of a 90-room Holiday Inn Express and the renovating of the former Guymon Petro Building across from Boot Hill Museum as the new Guymon Petro Bar & Grill, a western-themed restaurant featuring a mezzanine level with conference meeting space. The Dodge City KOA, a 100-space RV park, was also completed

Map 3.1: Dodge City STAR Bond District Project Areas



southwest of the waterpark. Down the street on Wyatt Earp Boulevard, Lewis Ford Lincoln of Dodge City is also included in the STAR Bond districted and has completed a reconstruction of a facility and landscaping. The sales tax generated from the district will go towards the Boot Hill Museum expansion. Expansion plans include the addition of a 12,000 square foot facility that will give the museum a lobby and traveling exhibit space. Construction is underway with completion aimed for 2020.

Additionally, the former city hall building located behind Boot Hill Museum has been restored and houses the new Boot Hill Distillery, which opened in July 2016. Also in this Heritage District, a plot of vacant land that was formerly a lumber yard was developed to include Dodge City Brewing and an office complex housing an engineering firm and architectural firm.

The aforementioned developments will give Dodge City a new landscape in several blighted areas, establishing the entertainment area. To date, the Heritage District has seen approximately \$50 million in new investment. These efforts should be a catalyst for the downtown area, bringing in much needed traffic and possibly new investment into the heart of the community.

Another avenue to build an economically sustainable business environment, could be to build off the strength of what is already in place. In Dodge City, that is agricultural based business models. This does not mean to create new versions of what already exists but to look at the edges and see what can be developed that enhances the existing assets.

Southwest Kansas has developed a tradition of an industrial agricultural base focused primarily on large scale crop production and beef processing. This base has to be enhanced. Logical enhancements will be a shift to clean and light manufacturing and product distribution associated with products that are primarily made with agricultural byproducts.

These businesses, especially associated with the green building industry, are growing exponentially. They will meet the criteria established above of good/sustainable growth because they use agricultural waste as a base material (recyclable value) and a great deal less water is required in the manufacturing process (resource conservation). These products can include products such as building materials from agricultural production from wheat, straw, sunflower husks and soy-based resins (door manufacturing, wheat board, paneling, composite panel materials, etc.)

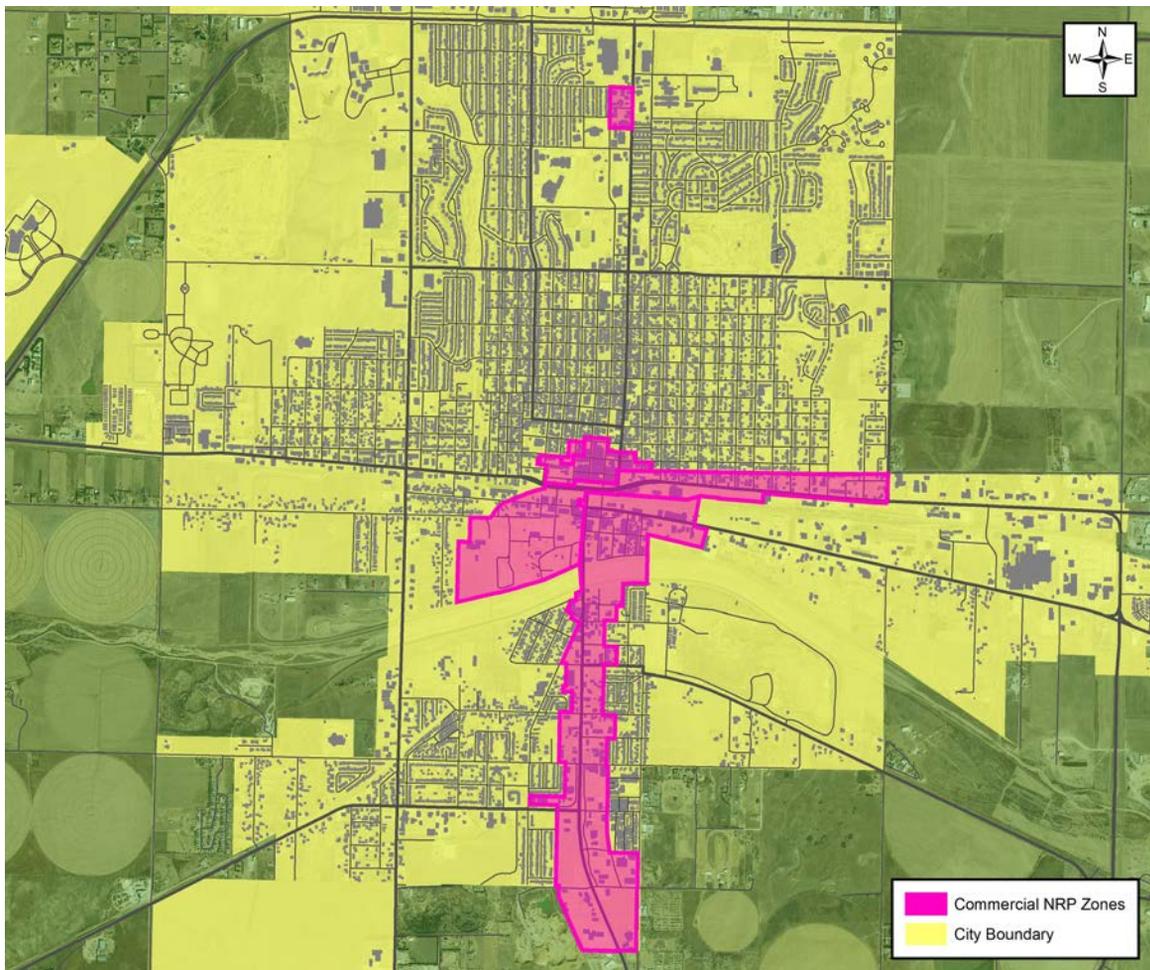
One area of weakness in Dodge City's current economy is its relatively slow retail development growth compared to the other sectors of its economy. There are a number of factors that contribute to this. One major contributor to this is Dodge City's relatively small trade area, the geographic area of the customer base served by the community. Another factor is the lack of a concentrated retail district. There is some retail located along 14th Ave., Highway 50 and Central Ave. A mantra within the industry is "retail attracts retail." Prospective retailers want to first establish that there is demand for its services and second want to easily identify an ideal location to setup shop. Often, this is where there is already significant commercial traffic. This currently does not exist. While the City cannot directly control its surrounding area, it can manipulate where commercial growth occurs through thoughtful planning. Dodge City realizes this and is focusing further retail development along 14th Ave. by establishing a STAR Bonds district.

So far, Sutherlands Home Improvement and Casey’s General Store have signed development agreements to be in the district and began construction in 2018. Even with the new retail development, additional retail growth and offerings are need in the community.

Dodge City also encourages youth leadership, through the Kansas Youth Entrepreneurs program for High School students. The program aids students in learning business models and allows youth to test the waters of business and entrepreneurship while learning the essentials of business. Through young adult groups, Dodge City is making a push to encourage the recruitment of young professionals and allows for positive networking to promote staying in the area. Creating funding and educational programming for businesses has been crucial for long-term success.

Through the latest acquisition of the new Kansas Small Business Development Center at Dodge City/Ford County Development Corporation, local businesses will be aided on how to create their business and also grow business, while entrepreneurs will be educated and encouraged on how to further cultivate their business ideas. The City of Dodge City also partners with Great Plains Development, Network Kansas, and the Dodge City/Ford County Development Corporation to provide gap funding for businesses, consisting of both existing business and start-ups.

Map 3.2: Dodge City Commercial NRP Zones



The City currently utilizes the Neighborhood Revitalization Program, NRP, to encourage rehabilitation and infill growth of both commercial and residential by offering tax rebates on qualified projects in established zones. There are currently four commercial zones established – two in and near the downtown core stretching east along Wyatt Earp Blvd., one located towards the north end of town on Central Ave. and the newest zone incorporating an area along S. 2nd Ave. located in the central to southern portion of the City.

Throughout the Community Engagement sessions, there was a lot of interest and feedback received regarding economic development. Much of the feedback corroborated what City leaders and staff had already identified as needs of the community. Chief of among these were additional retail/shopping options, expansion and assistance of existing local businesses, expansion of higher education, diversification of industry, more variety of restaurants, improved healthcare and more entertainment options and activities. With such broad support and demand for these identified needs, they should be highly prioritized.

Recommendations

- Complete STAR Bonds projects.
- Increase emphasis on attracting new retail to meet the community’s needs.
- Recruit and incentivize identified deficiencies in the economic sector.
- Increase promotion of existing, local businesses.
- Diversification of Industry is needed and should be highly prioritized.
- Promote and facilitate Higher Education expansion to attract and develop skilled and educated work force.

Good Growth / Bad Growth: Developing Criteria of Measurement

As growth occurs, there will be a cost to the community in the way of services and infrastructure as a greater amount of the Gross Domestic Product is reinvested (housing, utilities, service businesses). This cost can be measured in many ways but specifically in this narrative it is an economic cost.

The need to strategically plan for this growth, develop a way to measure the value of growth, determine the difference between good and bad growth and the long-term impacts of each is imperative.

All economic growth should be sustainable growth that follows the concept of the “Triple Bottom Line,” as coined by business author John Elkington in 1994. The concept centers on not only evaluating the financial aspects of growth but also taking into consideration the environmental and social impacts. Businesses and communities have adopted this concept worldwide as a way to measure profit and value.

Simply, this is defined as a business or business venture being socially, environmentally and economically balanced. If tradeoffs in one category may need to be made, that tradeoff is then offset by value being applied to the other two with an ultimate goal of a balance between the financial, ecological and social rate of return of any project. This can begin to be measured by

answering the following questions:

- Is the decision-making of the business locally, regionally, or nationally based?
- Are the products or services based on demand from the local, regional, or national markets?
- How will this business impact the local natural resources (specifically water)?

Businesses that use a great amount of natural resources (water) without restoration will ultimately decrease the future economic opportunities (and value) of the community.

- What will the effect of these new businesses have on the existing local business community?
- How do we address and target the geographical challenge the community faces in its narrow pull trade area?
- How do industry-wide trends in retail, specifically the shift from brick-and-mortar stores to online commerce, impact our community's retail development?

The economic changes that are occurring due to the challenges from the state budget woes and foreign financial markets present challenges to the Dodge City/Ford County community, like any other community.

The changing economic/societal landscape that culminated with the meltdown of Wall Street in 2008-09 and foreign financial markets presents challenges for the Dodge City and Ford County community. Businesses not locally controlled may make decisions that will adversely affect Dodge City economically. Presently, Dodge City does not have local control over its economic destiny, as a disproportionate amount of local employment is concentrated in a few multinational companies. Balancing these large employers by focusing on the development of small, locally owned and operated business will, over time, change this dynamic and set the stage for an economy that is truly scaled to the goals and needs of the community, its natural resources and its people.

Recommendation

- Establish metrics and a process to evaluate prospective development to determine long-term viability and value to the community.

City Branding Opportunities

Dodge City has a definite brand that has developed from its history and legend having a major role in the development of the American West. This is evident in the Boot Hill Museum which was the one of the most visited tourist attractions in the State of Kansas. History will also be a strong component of the Main Street Initiative.

While tourism is a major draw, there are many other destinations that now compete for the tourist dollar. Increasingly, communities are having to find unique ways to capitalize on their specific assets to get a more significant share of the tourist dollar. Dodge City initiated a Tourism Study that has identified these assets and ways to leverage them to develop a long term successful tourism plan.

This is also a similar situation with business dollars. Many other cities now compete both locally and regionally for business, jobs and the economic benefit that can accompany this business growth. Business does not care about history but about the assets of a community and the ability to economically sustain and grow within that community. A diverse workforce including professional, skilled and unskilled labor is key.

Dodge City has an aggressive economic development program that is exploring real business opportunities in the larger marketplace. Intense competitiveness has always existed in larger communities but is a relatively new condition that has evolved in the last 20 years that has impacted smaller cities. The reality is that all business is competing in a global marketplace and this puts even the smallest isolated communities competing nationally for jobs and businesses.

As stated earlier, the brand has always been associated with history. That is a legacy that will never be discarded nor should it. The brand does have to evolve to show the real depth of the community and better define values that appeal to a population that is increasingly being priced out of larger urban markets but who may not be attracted to the historical aspects of the community. They are looking for variety and diversity in services and retail as well as a safe family oriented community. Develop an appeal to educational and cultural institutions that are looking for a place to focus or grow into. The City should continue to develop a brand that uses what is an existing asset and repositioning that asset to create greater interest (and value) in the community.

Dodge City has to grow its brand beyond its history by better defining itself as a 21st century community. A community that is local but connected to the world. A city that is small in its size but with the services and activities found in larger communities. This can be done by clearly articulating the quality of life, economical cost of living, low unemployment and a family friendly environment. The community will have an appeal to many who are tired of the larger more expensive city life.

The test will be developing the brand to appeal to young people. It will be a challenge to get them to want to stay or return to Dodge City to live, work and raise a family. This success will be more important to long term sustainable economic health and community longevity than the historical tourist aspects of the community.

This shift in perception, even the inclusion of new ideas along with the old, is oftentimes difficult for a community to accept. It involves change and even sometimes casting off old attitudes to develop new approaches and responses to today's challenges. Today, Dodge City has opportunities that many communities only dream about. Using this window to leverage these assets should become a major priority within the community.

Recommendations

- Evolve the City's brand so that it embraces modern trends and interests while maintaining a connection to its history.
- A focus on authenticity and the City's uniqueness should be prioritized.



Chapter Four Preserving Natural Resources

Chapter Four

Preserving Natural Resources

The Economic Generator - Water

Just as it has been for civilizations throughout history, water is the most valuable economic resource in Southwest Kansas and a prime economic generator for Dodge City. An accessible and reliable water supply is a major factor for both community growth as well as business. Without accessible water, there would be a domino effect on industries dependent on one-another that are vital to the area. Simply put, water availability is crucial to the region.

As is the case with most of Western Kansas, no surface water reservoirs exist for use by Dodge City. All of the City's water is currently pumped through wells from the Ogallala Aquifer.

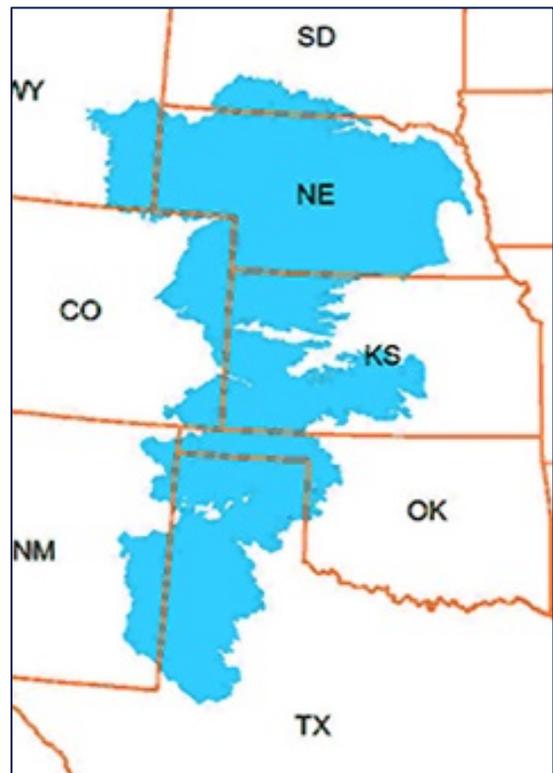
The availability of water for the community is tied to the fate of groundwater in the region, specifically the health of the Ogallala Aquifer but also the Dakota Aquifer. Currently, most studies point to a 50-100 year lifespan of the Ogallala Aquifer in and around Dodge City at the current usage rates. This is a localized issue and directly relates to the amount of extraction for agriculture, balanced with what groundwater recharge is possible. Some areas of Ford County (to the west and north of Dodge City and the extreme northeast part of the county have depletion rates and well studies indicating less than 25 years of accessible water. What is important to note is that water management and its availability is a local issue affecting local communities and businesses.

The aquifer was discovered at the end of the 19th Century. It originally encompassed an area east of the Rocky Mountains through the Midwest.

Present day, the aquifer is found under Nebraska, South Dakota, Kansas, Colorado, Oklahoma, Wyoming, New Mexico and the panhandle of Texas. Originally glacial, this predominately pre-historic water is now cut off from underground sources and only recharges through surface and rain water percolation as the geologic structure allows.

In terms of area, the Ogallala Aquifer underlies an area of approximately 174,000 square miles, larger than the State of California. In regards to volume, the USGS estimated that total water

Map 4.1: Ogallala Aquifer

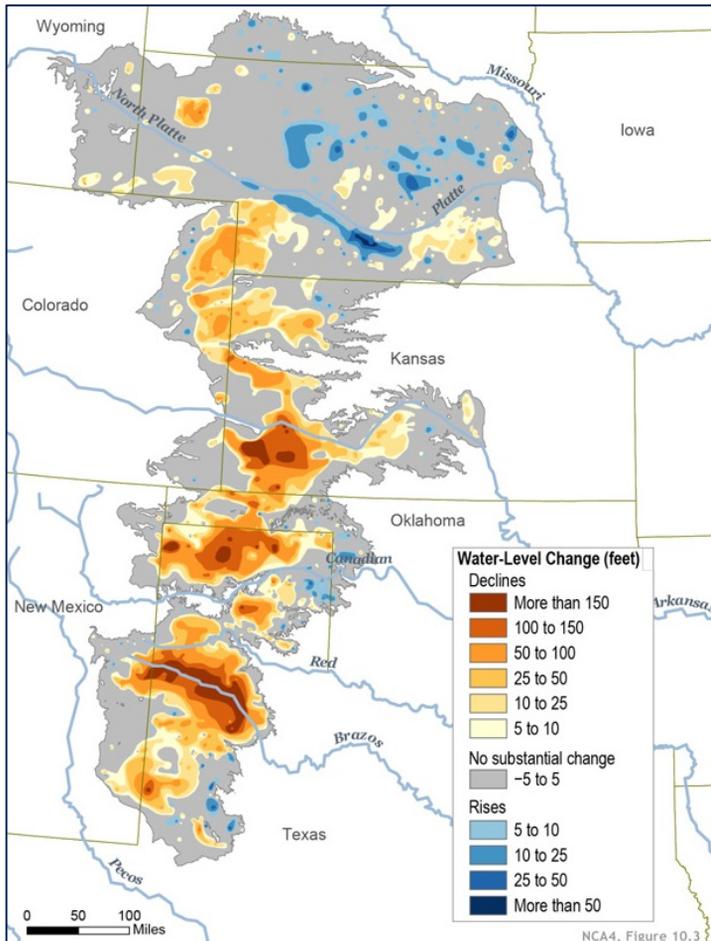


Source: USGS

storage was about 3 billion acre feet, or about the size of Lake Huron.

In terms of area, the Ogallala Aquifer underlies an area of approximately 174,000 square miles, larger than the State of California. In regards to volume, the USGS estimated that total water storage was about 3 billion acre feet, or about the size of Lake Huron.

Map 4.2: Ogallala Aquifer Water Level Change



Source: USGS

10% of the water resides under the state of Kansas. The average specific yield of the Aquifer is 0.15 meaning that only 15% of the total volume of water is available to be extracted with the rest locked up in an "unsaturated zone," and of that 15%, only 60-80% is technologically accessible. Of this, 40% had been consumed by 1970. At present rate of extraction, water consumption is 10-40 times the recharge.

While the depletion of the aquifer over time is a high plains global issue the aquifer varies dramatically in serviceability. Some areas like parts of Ford County described previously are in steep decline while other parts of the aquifer, like areas east of the City are recharging at a healthy rate. This is not to say there is not a long term issue but it does state that local factors and good water stewardship can enhance this resource.

Regardless of the economic boom/bust cycles that occur in any community and the value and diversity of the businesses and jobs, the greatest and most valuable asset in this region is water. While this statement is categorical it is essentially true. Without good water resources and access, the value of everything in the community is reduced.

This will require a serious look at the ultimate long term value of the business opportunity. It is an equation of immediate jobs and revenue against a potential long term degradation of local water resources.

Arguments are made that "if not here then the business will relocate down the road" and that is true. Stewardship of the community and its resources will be a very difficult task and the greatest challenge the community will ever have to face.

In public meetings for the Dodge City Ford County Strategic Plan many comments were made that "we might as well use the resource because if we don't, someone else will." While this attitude is not shared by local government decision makers and business leaders, it is a common misconception of the public and a misunderstanding of how the aquifer works. Generally the water does not migrate at an appreciable rate. What is available to Ford County is not available to any other county unless it is pumped and sold. The misunderstanding contributes to "The Tragedy of the Commons," a condition that when a resource is available to all but no one group or entity takes over stewardship, the resource becomes degraded or exhausted. This will be the ultimate economic devaluation of the community.

Community education on the value, use and conservation of the aquifer should be aggressive and ongoing starting throughout the community and at all age levels.

Long term, the community needs to start developing plans for other water sources. While there have been several state initiatives to develop regional water resources, the present political climate will likely put these global plans on a "back burner." The community needs to take the initiative if State and/or regional efforts stagnate.

Should the Ogallala Aquifer be depleted, other sources of water will be crucial for the subsistence of the community. One such source is the Dakota Aquifer, which has been utilized for various uses including municipal supply. The quality of the water found in this aquifer varies, but is typically much less potable than water from the Ogallala Aquifer and would require considerably more treatment for municipal use. Extraction costs would also cost significantly more since the average depth of this aquifer is significantly greater. While these setbacks may be enough deterrent from utilizing the Dakota Aquifer today, the community would be prudent to establish a plan for extracting and treating water from this aquifer.

Water Quality

It is not just an issue of water availability and use but of water quality. In the future there will be water available but it will require a great deal of cost to treat for human use and this cost will increase over time. Presently nitrate polluted groundwater is present in Ford County especially along the Arkansas River. Water quality will be a greater issue in the medium term than depletion.

A direct way to counter the depletion and devaluation issue is the development of "water quality initiatives" that begin to restore groundwater recharge while at the same time enhance the quality of the water with an ultimate eye to keeping future costs of water purification as low as possible. Some of the issues would include:

Water: Its use, Conservation and Reuse

It is common knowledge that water challenges exist in the Midwest and that creating "Water longevity" is a critical first step in developing long term community stability. Water is the key

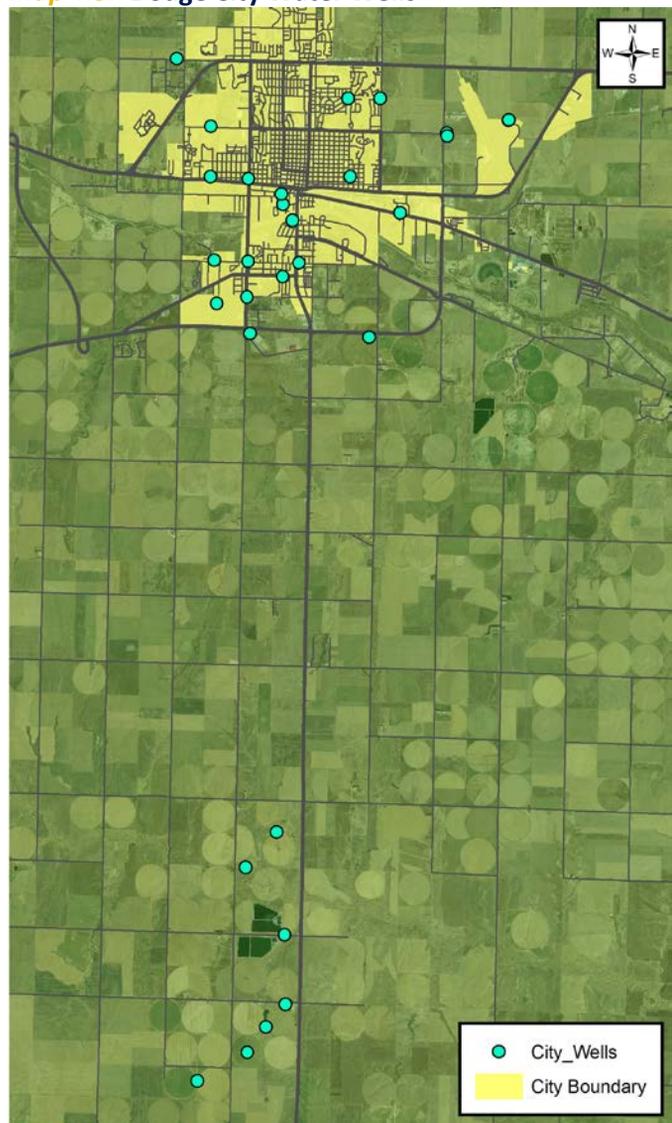
component of growth, jobs and new business. A community that develops an effective plan to address water issues and puts in place strong conservation and reuse standards is showing the business community that business investment in the Community is a safe long term move.

The City of Dodge City has taken measures to reuse wastewater. In 1985, a wastewater treatment plant went online that reuses the wastewater for irrigation of cropland. This plant meets several objectives – wastewater treatment, water reuse, nutrient recycling, crop production and no discharge of pollutants. In 2004, the plant was expanded to almost double the capacity. In 2016, 1,870 million gallons of water were pumped, supplying irrigation for over 3,000 acres through 26 center pivots. A byproduct of the plant is methane gas, an average of 1.7 million cubic feet daily. Until recently, this gas was simply burned off onsite. A biogas reclamation facility has been added to clean the methane gas and discharge it into a natural gas pipeline went online in 2018.

A water reclamation and reuse facility was constructed north of town and went online to supplement the south plant in 2011. This facility treats the wastewater through a variety of processes for an end product that is suitable for irrigation use. The facility was designed to process an average flow of 1.3 million gallons daily, with future expansion to handle 2.5 million gallons daily. The treated water is currently being used to irrigate Mariah Hills Golf Course and other public areas.

Presently, the City utilizes domestic water from a series of 19 wells with an annual allocation of 2,300 million gallons (Mgal). There are an additional 7 wells operated for industrial use with an allocation of 1,011 Mgal. The City also has 494 Mgal of agricultural irrigation rights banked for future development that would need to be converted for domestic use. The amount of water actually pumped varies from year to year, tending to peak during drought years. In 2016, the City used 1,688 Mgal, a number that has been mostly trending downward since the last drought year in 2011. During drought years, the need to irrigate lawns and landscaping increases to just keep them alive. The City's Water

Map 4.3: Dodge City Water Wells



Conservation Plan adopted in 2014, implements water-use restrictions incrementally that target irrigation of public grounds and private property as water storage levels decrease.

In addition to the City's existing facilities and Water Conservation Plan, the City needs to continue to work with businesses that are big water users. Develop a reward mechanism for exceeding conservation/reuse goals. This may be in a property tax incentive or another method to encourage savings and reuse.

In addition to the City's existing facilities and Water Conservation Plan, the City needs to continue to work with businesses that are big water users. Develop a reward mechanism for exceeding conservation/reuse goals. This may be in a property tax incentive or another method to encourage savings and reuse.

Develop Common City/County Water Use Standards. This "regional" approach will level the playing field and not create situations where business may move into the county where they would not have to comply with new City water conservation measures, ask to be annexed by the City, and then use a disproportionate amount of City water. Encourage water conservation if not make it a requirement for annexation into the City.

Develop relationships with the Kansas Geological Society and other agencies that measure the water use in the community. Create an ongoing dialogue with these agencies to become familiar with current water thinking and conservation measures (both domestic and agricultural) and be allowed access to the tools to implement effective strategies for the community.

At the State level, new legislation is expected to be introduced and possibly adopted requiring higher standards for drinking water. It would be prudent for the City to take a proactive approach and start the process of looking into incorporating a Reverse Osmosis (R.O.) system to meet expected standards. By beginning this process early, the City would be ahead of the game in undertaking a project of this magnitude and not scrambling reactively.

In Dodge City, water is more valuable than land and is integral in the long term health of the community. Developing an aggressive and effective plan would put Dodge City in the forefront of Midwest communities in creating positive solutions that will insure the long-term health and viability of the community.

Resource Equity: A Balance of Conservation and Economic Growth

In the context of Dodge City and the region, resource equity is when the use or extraction of a resource (water), by a process (agribusiness, manufacturing or processing) provides a return on the investment of this resource that is equal or greater than the loss of that resource (including conservation and recharge). This return on investment has to directly benefit the community. In Southwest Kansas, the most valuable natural and economic resource is water. It is the key to all jobs, economic development and stability of the community. There are three categories of water use: potable for domestic use, industrial or process water and irrigation. Irrigation uses the greatest amount at approximately 84%, 6% for domestic and the balance for industrial and process water. All water for all processes comes from the same source, the Ogallala Aquifer.

Irrigation and industrial process water has the most dynamic use as these needs can grow exponentially with additional business growth and will be the first to leave as the water, water quality and water rights becomes more difficult to acquire. This dynamic places the economic future of the region at the accessibility of these water resources.

Domestic use is more stable with predictable growth. Dodge City continues to expand these resources through the purchase of water rights.

The City only has direct control over a small percentage of the total extraction of water in the area. Increasing its efficient use of water should continue to be a goal, but will not have a significant impact on the overall water supply. The City should also look at other means of impacting water conservation by supporting and promoting legislation regulating more efficient agricultural irrigation practices. Working in coordination with other area communities promote said legislation should become a focal point for the community.

As with any valuable asset, judicious use and a strong conservation ethic is required. The goal of resource equity is to develop a responsible way of measurement in which all parties and business segments involved benefit from the conservation and use of that resource.

Historically, resources were extracted with little concern for the long-term environmental, economic or social damage caused. To some extent, this pattern continues today throughout the American West. We now better understand the finite nature of these resources and the interconnectedness with virtually every other system, both manmade and natural. As resources are becoming scarce, we have to do more than just conserve these resources in traditional sense. We have to develop ways of measuring use while understanding the impact of the loss of these resources.

Judicious use of natural and manmade resources is integral to sustainable community development. Exploited quickly, the effects can be disastrous. History has borne this out. Managed smartly to attain the best value for community and business development, long-term growth can be sustained and the community can thrive.

The fundamental test to the community, however, is whether or not the community can manage the resource so that all parties ultimately benefit from the extraction, use and conservation of these resources, especially the non-renewable resources such as water. All business development within the community has to be measured against the value return for resources used.

Ultimately, this resource stewardship adds economic value to the business through resource management, conservation and cost savings. Reuse, conservation and preservation of water quality needs to be a point of emphasis with new business and industry.

Physical Resource Use: Renewable and Non-Renewable Use and the Return of Resource Investment to the Community.

This concept has to be applied to other regional resources as well. Renewable, agriculturally based resources such as corn, wheat, and beef have to be looked at the same way. This also includes some of the waste byproducts (example: tallow from beef rendering).

Presently, almost all of the produce of these business lines use local resources (primarily water) and then transport the finished (or harvested) product elsewhere providing minimal renewed natural resource benefit to the community beyond the sector jobs and business support specifically associated with the specific agribusiness.

A different value proposition with real community benefit might include:

In southwest Kansas, and specifically in the Dodge City region, the development of a “value chain” between energy production; renewable and nonrenewable resources (crops, animal byproducts and water); water and waste reuse; and local benefit.

The potential is that by exploring public/private partnerships and developing a local value chain, final costs of these products can be reduced by as much as 20-25% to the consumer while not affecting profitability of producers. This creates opportunity for success in both production and environmental and social sustainability.

Leadership by the city in energy planning issues and potential public/private partnerships is one of the most compelling ways to change the conversation. This change can occur through ongoing community outreach and communication as well as policy decisions.

Alternative Fuels

As gasoline prices increase, the attractiveness of using alternative fuels increase. One alternative fuel source that many municipalities are turning to for fleet vehicles is Compressed Natural Gas (CNG). The primary benefits to switching to CNG are increased efficiency and less emissions. There are various incentives and subsidies currently available encouraging the switch to CNG. There are still substantial upfront costs to switching. Existing vehicles need to be converted or new compatible vehicles purchased. A CNG fueling station would also need to be constructed. Further analysis of the feasibility of switching to CNG should be done.

Recommendations

- Careful analysis and evaluation of prospective development’s impacts on available natural resources is essential to the long term viability of the community.
- Continue to look at new ways to best reuse water.
- Evaluate the City’s current water conservation practices
- Evaluate the feasibility of using CNG fueled fleet vehicles.



Chapter Five
**Maintaining &
Upgrading Our
Public Facilities
& Parks**

Chapter Five

Maintaining & Upgrading Our Public Facilities & Parks

Public Facilities

City Hall

City Hall is located at 806 N. 2nd Ave. and contains 16,485 sq. ft. City departments operating out of City Hall include Administration, Human Resources, I.T., Engineering, City Court, Utility Billing and Development Services. There are currently 43 full-time employees staffed in City Hall. Although the parking lots immediately adjacent to the property are not adequate for current staff, especially with City vehicles utilizing multiple spots and when City Court is in session, there is on-street parking as well as auxiliary parking just south of the Public Library. If the City continues to grow as projected, a new facility may be needed or some departments/staff may have to be relocated.

Fire Department

The Dodge City Fire Department operates out of two stations that are staffed 24 hours a day. There is a third station that is not staffed at the airport. This station houses two aircraft rescue pumpers which are manned by DCFD staff as needed. Station One the City's main station is located at 201 Soule St. and was built in 1990. In the time since its opening the department has added staff and equipment to its operations. The station has gender related issues with living quarters and is at capacity for staffing in its current configuration. The station also needs backup power to continue operations in times of disaster. The facility itself is in good repair.



Station Two is located at 709 South Second Ave. and was built in 1995. The facility has seen some modifications since construction. The main bay doors were undersized when the building was built so the North Bay doors were widened to accommodate large trucks. The South Bay remains small and can safely accommodate smaller vehicles. This limits its ability to operate with the larger equipment the fire department deals with. It also could benefit from backup power. It too has reached capacity for equipment and staff.

The fire department also has a training facility located in the former City pool at 2101 First Ave. Located just to the south of Station One, it is a convenient location for fire staff to do training operations. The building needs some general maintenance. The facility has room for expansion for future needs.

The department is staffed by 26 personnel. One Chief, One deputy Chief and 24 line staff that are divided into three shifts A, B, & C. Each shift has 8 personnel on it. Five of these staff are at Station One and three

staff are at Station Two. The Fire department currently has an Insurance Service Office (ISO) Rating of three. The ISO Rating is from ten to one, with one being the best. This rating is based off of such criteria as amount of training of staff, distance between fire hydrants, vehicles & equipment, etc. Traditionally ISO Ratings would have an impact on property insurance rates in the community. Improvement to the training facility and a refinement of procedures and documentation should move the department closer to a better rating of two. Adding more staff and new equipment may be necessary to achieve that higher rating but should be minimal. Most comparable cities in Kansas have an ISO Rating of two. The other comparable cities had a rating of three, but were all working towards achieving the higher rating of two as well. It should be noted that the difference in insurance rates between a two rating and a three rating is minimal.

In 2017, the department responded to 1,870 calls for service. The department has seen a significant increase in calls over the last 10 years, receiving only 524 calls in 2008. While the amount of all types of calls has increased, there was a large jump in 2011 when the fire department started responding to significantly larger percentage of medical calls to assist EMS.

The Fire Department has the following vehicles located in the three facilities.

Station One

- One Pumper Truck
- One Aerial Ladder Truck
- One Rescue Truck
- One Grass Attack Unit
- Two Command Vehicles
- One Support Vehicle
- One Special Response Trailer
- One Fire safety Trailer

Station Two

- Two Pumper Trucks

Airport Station

- Two Aircraft Rescue Pumpers



By early 2019, the Fire Department will be receiving delivery of a new platform aerial ladder truck. It will have a reach of 101'. The pump will be 2000 GPM and it will have a 500 gallon water tank on board.

The Dodge City Fire Department responds to all fire and rescue incidents in Dodge City. The department also responds to emergency medical calls in the city. This is conducted with basic life support equipped trucks. All of FD staff are at least EMT certified. Response times in the city are an average of 3 minutes or less. The City FD have an agreement with the Ford County FD to also respond in an agreed upon area around Dodge City to all structure fires with one pumper. DCFD can also be asked to respond further out and also assist with wildland fires as needed. Ford County also responds into Dodge City in pre designated areas to assist with structure fires. Ford County is also the advanced life support operator in the City's jurisdiction.

Emergency calls are dispatched through Ford County Communications Center. This center handles all 911 calls in Ford County. It is staffed by Ford County employees, but is jointly funded by Dodge City and Ford County. A communications board made up of principle users perform oversight of communication.

The water system in Dodge City provides good water pressure for fire operations. The system is well maintained by Public Works Dept. water staff. The Fire department performs annual Fire hydrant checks each year to make sure all hydrants are in good working order. This with well-maintained fire apparatus and trained professional fire department staff insures excellent fire protection for the citizens of Dodge City.

Recommendations

- Work to improve ISO rating from a three to a two.
- Continue to work with Ford County Fire to improve cooperation and training between the two departments.
- Continue to look to the future for expansion needs due to growth of the community.

Police Department

The Dodge City Police Department operates out of a single Station centrally located at 110 W. Spruce St., at the edge of the downtown district. The station is a single story building containing 16,418 sq. ft. and has been operating out of this location since 1990. The building is currently of sufficient capacity with the exception of a need for a larger training room. Off-street parking capacity can be inadequate when there are training activities taking place at the facility. There is on-street parking available for overflow to meet the department's parking needs. The parking lot is also currently unprotected, leading to liability concerns regarding seized vehicles and damage to fleet vehicles during inclement weather. While adding upper level parking to add capacity and protection would be ideal and desirable, it would likely be cost-prohibitive.



Animal control, a division of the Police Dept., operates out of a building located at 104 N. 14th Ave. The building consists of 3,388 sq. ft. and was built in 1997. This facility also functions as the animal shelter.

The department's staff includes:

- Sworn Officers: 45, including 7 Detectives
- Minimum of 4 on patrol at any given time
- Support Staff: 9
- Shelter/Animal Control: 7
- Vehicles: 18 marked, 12 unmarked
- Includes 1 armored vehicle
- 1 Radar Trailer



The Police Department's jurisdiction covers everything within the City limits. The Department works in conjunction with Ford County Sheriff's Department as well as the Kansas Bureau of Investigation.

From 2012 to 2016, the Police Department received on average per year 28,982 calls for service, resulting in 1,736 arrests and 5,875 citations served. During that same time span, the department responded to an annual average of 879 vehicular accidents involving 1,635 vehicles.

Recommendations

- Continue to work towards staffing to fully authorized amount.
- Further evaluation of parking would be beneficial in determining the department's needs for both capacity and protection and determining the feasibility of different options.
- As the community grows, the Department will eventually outgrow its current facility. Due to its currently ideal location, it would be preferred to add on to the structure or acquire nearby property for expansion.

Visitor's Information Center

The City's Convention and Visitors Bureau operates the Visitor's Information Center facility located at 400 W. Wyatt Earp Blvd. The building consists of 1,422 sq. ft. and was built in 1996. The building is in good condition and has high visibility in its location near the intersection of Wyatt Earp Blvd. and 3rd Ave. and its proximity to Boot Hill Museum and the downtown district

Santa Fe Depot

The Santa Fe Depot originally opened in 1898 as the El Vaquero Harvey House and Depot, built by the Atchison, Topeka & Santa Fe Railway (ATSF). The El Vaquero Harvey House closed in 1948 with the decline of passenger rail traffic. The City acquired the facility from BNSF Railway in 1996. Portions of the facility were renovated in the early 2000s, including the construction of a new theater in which the Depot Theater Co. operates out of.

Extensive restoration work began in 2015 and rehabilitation work on the second and third floors was finished in 2017. In that same year, the Dodge City Convention and Visitors Bureau, Dodge City Ford County Development Corporation and the Dodge City Chamber of Commerce moved into the building. The Amtrak Station continues to operate on this facility and also houses Dodge City Public Transit.

Public Library

The Dodge City Public Library opened in its current location in 1982. In 2017, the library saw nearly 140,000 people come through the doors and had a circulation of just under 150,000. The building consists of two levels, with 19,706 sq. ft. on each level. The main library operates out of the upper level. The lower level is being utilized as storage and meeting space, but was recently slated to house the Kansas Heritage Center. With the decrease need for physical collections and the gradual and continued shift to digital reading, space should not be an issue in the foreseeable future, even as the community grows. Some possible foundation issues have been identified by the reoccurrence of some water getting into the basement via a compromised membrane. Initial inspections have indicated that there is grading and drainage work that will need to be completed to direct stormwater away from the building. As long as the building is sufficiently maintained, it should be more than adequate to service the community.



Recommendation

- Assess and complete the work needed to mitigate the stormwater getting into the basement.

Long Branch Lagoon Water Park

The Long Branch Lagoon Water Park was a *Why Not Dodge?* Project. It is a regional water park and is located at 111 4th Ave. Opened in 2016, the water park features a four pool design, consisting of a 50M competition pool, a lazy river with integrated wave pool, and a shallow water leisure pool. The water park has several slides including two “feature” slides with one more planned for the future. The City plans to continue to invest in the facility with additional features to continue to bring in new and returning customers. In its first year of operation in 2016, the water park saw 80,513 visitors.



United Wireless Arena and Boot Hill Casino and Resort Conference Center

United Wireless Arena was a *Why Not Dodge?* Project that was completed in 2011. The Arena is located at 4100 W. Comanche St. and has a capacity of 5,000 – 8,000, depending on



configuration. The arena has hosted hundreds of events to include concerts, sporting events, family entertainment, motorsports, trade shows, rodeos, comedy tours and community activities. The attached Boot Hill Casino and Resort Conference Center with multiple room configurations, features 7,000 sq. ft. and can be configured to accommodate 400 banquet seats or 700 lecture seats.



Dodge City Raceway Park

Dodge City Raceway Park was a *Why Not Dodge?* Project that was completed in 1999. The raceway features a 3/8 mile dirt track and is located at 11322 110 Road. The raceway hosts 15 to 20 racing events annually which may include World of Outlaws, Sprint Car Nationals, IMCA Sprint, Modified Sport Mods, Stock Cars and Hobby Stock.



Public Works Department

The Public Works Department consists of multiple divisions including Sanitation, Streets, Fleet Maintenance, Community Recycling Environmental Waste (CREW), and Utilities. The department operates out of several locations throughout the City. All of these separate facilities were repurposed from previous uses.

The Fleet Maintenance Shop is located 111 W. Water St. and houses Sanitation, Streets and Fleet Maintenance. This facility is too small to meet the needs of the department and is in poor condition.

The Utilities/Water Shop is located at 703 W. Trail St. and houses Utilities and the department offices. This facility is adequate in size and condition is fair.

The CREW Facility is located at 716 E. Military Ave. This facility is too small to meet the existing needs of the department and is in poor condition.

Recycling

As previously stated, the CREW facility is inadequate for even current recycling uses. A major takeaway from the Community Engagement sessions was the desire to have curbside recycling. This is not possible with the current facilities. The City does have plans to offer this service once the new facility is constructed. The curbside recycling program is expected to begin in the next 2-3 years.

These plans are tentative and could change due to recent nationwide and global developments. In 2018, China stopped accepting most

foreign recyclables as part of an effort to crack down on the country's pollution. As a result, the global recycling system has been thrown in disarray. Many cities are scrambling find destinations for their recyclables and as a result, are struggling to maintain the feasibility of their recycling programs for the time being. New processes and distribution system will have to be established. It would be prudent for the City to closely monitor these developments.



Recommendations

- The City needs to closely monitor the nationwide and global developments in the recycling distribution networks and re-evaluate based on markets and/or costs. If it can be determined to be feasible, then:
 - New facilities are needed for the department. A plan to locate and build a new facility needs to be completed.
 - Curbside recycling service should be provided.

Parks Department



Hoover Pavilion

The Hoover Pavilion is a reception hall located at 108 4th Ave. in Wright Park. The facility was originally constructed in 1919 as an open air pavilion. In the early 2000s, the facility underwent major renovations including the addition of climate control and consists of a 5,000 sq. ft. main hall, restrooms and catering kitchen. The facility has become well utilized as a popular wedding and reception hall.

Cemeteries

Maple Grove Cemetery is a City owned and operated cemetery consisting of over 170 acres. The cemetery is maintained by two full-time staff along with seasonal help. Although the cemetery is

not at capacity, the existing divisions and platted plots are nearing capacity. Additional divisions and plats will need to be platted in the near future. Preliminary discussion have taken place for an Urn Wall to be built at the cemetery. Urn walls offer an efficient use of space and there has been a growing demand for this type of burial.

Parks

Open space is one of the greatest urban assets in any community. It is a social resource and an economic value that cannot be underestimated. A sizable percentage of land in Dodge City is dedicated to parks, a golf course, un-programmed open space, ball fields, recreation center (and adjacent soccer fields) and bike paths.



The park system has grown proportionately as the City has expanded. What has changed is the move from passive open space (parks)

to active programmed open space such as Legends Field in the north part of the city. This move to programmed activity is a trend nationally and is based on a need to create environments that support school based and private sports leagues.

The network of parks in Dodge City, to a great degree, follows drainages and creeks within the town. The concept of using the undevelopable land for open space and following landform for developable uses was a decision made early in the development of the park system. This decision has created a unique and organic park network. These open spaces weave their way through existing neighborhoods providing the maximum opportunity for access from virtually any location within the city. Decisions to create more open space as development occurs within and around the city should follow the same selection criteria of land for open space.

The Dodge City Park system consists of 19 parks of various sizes and amenities, 4 athletic field complexes and a zoo covering a total of 296 acres. The City's parks and athletic complexes range in size from .1 acres to 80 acres. The National Recreation and Park Association (NRPA) suggests a minimum of 10.1 acres of park land per 1,000 residents. While every community has different needs and a strict formula for community is not terribly prudent, it is useful to have a reference point to begin assessing our park system. Based off of a 2017 population estimate of 27,720, that would give Dodge City 10.67 acres of park land per 1,000 residents.

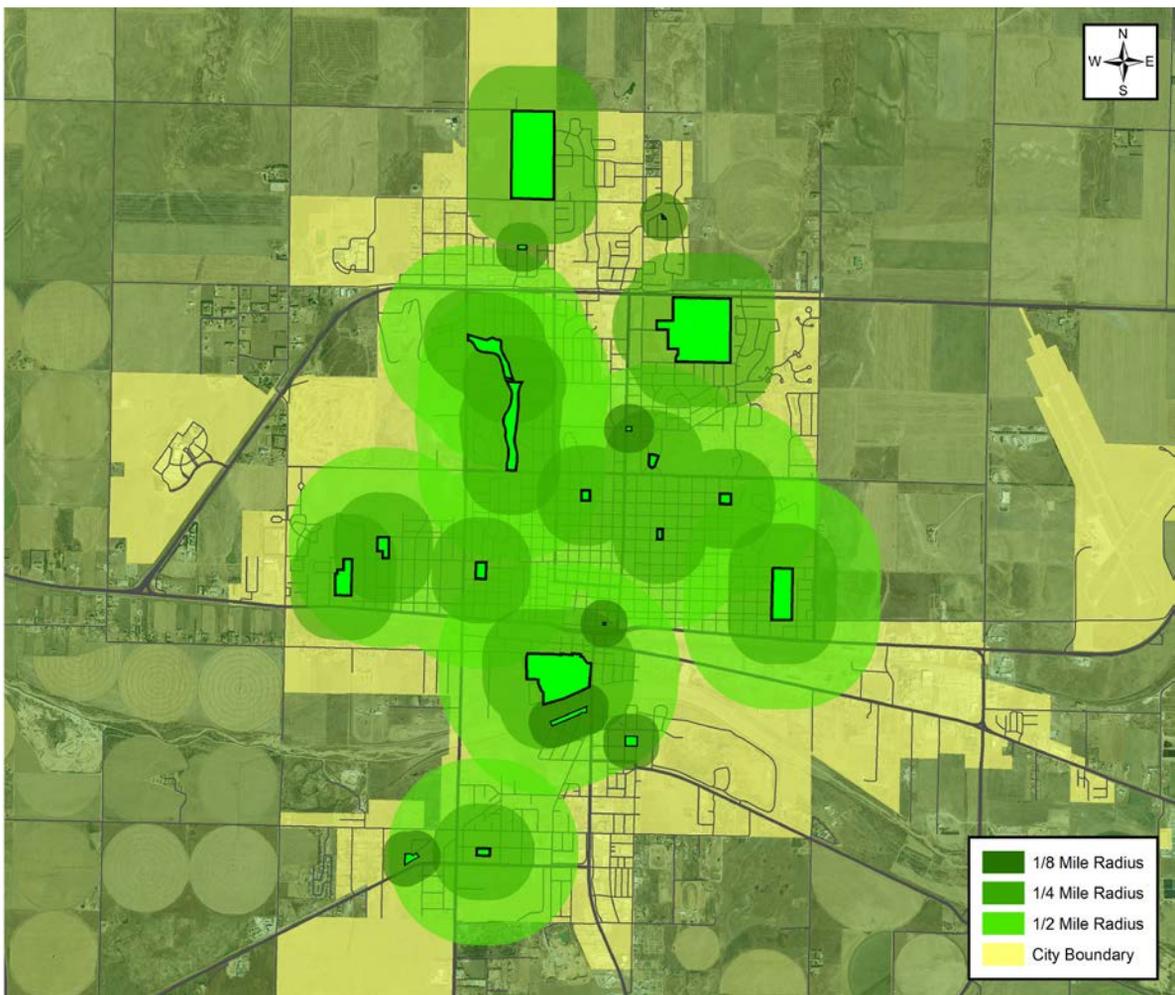
Something that should be considered is that these figures do not include park areas and playgrounds at schools, as they are not part of the City's park system. These school facilities, especially elementary schools, do enhance the City's park system and can bolster its service area. The Dodge City School District has eight elementary schools within the City Limits. While specific elements of each school facility varies, they often include playgrounds, open space/ball fields,

basketball courts, etc., and can function as a neighborhood park. While these school facilities help meet the City's needs for parks and open spaces, the City should not depend on them as a substitute for the City's park system. Access to these school facilities is not always available to the public, especially during the schools' hours of operation during the school year.

The City's parks can be broken into classifications established by the NRPA and are based on size, facilities, amenities and function.

- Mini-parks, or pocket parks, are the smallest classification, typically cover less than one acre and have a service radius of less than ¼ mile. Some larger parks, based on their limited facilities and amenities, can also fall in the mini-park category.
- Neighborhood parks are typically in the five to ten acre range in size, and serve between ¼ and ½ mile radius – walking distance.
- Community parks tend to be much larger yet, often containing 20 to more than 50 acres and have a service radius of approximately ½ mile to 3 miles.

Map 5.1: Dodge City Park System Service Area



Most communities are discouraging the development of mini-parks due to added maintenance costs combined with their minimal service areas and function. It would be prudent for the City to avoid further additions of mini-parks and even consider repurposing some of these parks. A more advisable approach would be to continue to maintain and develop both neighborhood and community parks.

Wright Park Zoo occupies just over 5 acres and is home to about 126 animals representing approximately 30 species and sees about 60,000 visitors per year. In its current state, the zoo is what would generally be considered a quality of life element and amenity to Wright Park and not a major attraction or draw for the community. There seems to be a consensus in the community that something needs to be done with this park amenity. The zoo is currently at a crossroads. There was considerable interest in the zoo throughout the various community engagement sessions. There are some in the community that would like to see the zoo expand to become more of an attraction. Funding such proposed expansion plans has been a major hurdle. Others would like to see it reorganized and focused on animals indigenous to the area. Others yet have asked if the zoo is needed at all. What seems to be a thread of commonality is that most view keeping the zoo in its current state does not seem to be a viable option. Work has begun on a zoo master plan. As with this plan, an absolutely essential part of creating the zoo master plan is gauging what the community as a whole desires. Determining which path the zoo is to take is a high priority for not only the department but the community as well.

Wright Park was improved in the early 1980's using funds from the National Park Service's Land and Water Conservation Fund. The LWCF has guidelines that restrict the property from being used for anything other than public outdoor recreation. If a city or state must develop a property within the LWCF boundaries, they must request a conversion. A conversion can be granted if a replacement parcel of land is donated/purchased that is at least the same size and have equal value of the land being converted. 2.81 acres that was located in Wright Park and within the LWCF boundaries was taken out so construction of the Fort Dodge RV Park could be completed. Plans are to utilize a portion of a recently acquired drainage way in a residential development as well as property the City owns North of Iron Road for the replacement of the land lost in Wright Park.

The Community Engagement sessions identified a few well-supported needs in the community's park system. There was an expressed need for sensory parks/playgrounds in the community. Sometimes also referred to as "inclusion" playgrounds, sensory playgrounds should be fully accessible, offer sensory options and are often contained with a perimeter fencing. Another expressed need was more trees throughout the community's park system. Many of the park trees suffered considerable damage from a severe ice storm that ravaged the town. Quite a few had to be removed. Some trees have been replanted and there are plans to plant more in the future. Additional athletic fields, particularly soccer fields are in great demand. Additional fields and/or increasing availability to the general public should be prioritized.

Figure 5.1: Mini Parks

| Facility | Location | Acres |
|--------------------|--|-------|
| Boot Hill Park | 4 th Ave. & W. Wyatt Earp Blvd. | 0.5 |
| Centennial Park | Central Ave. & W. La Mesa Dr. | 0.7 |
| Colleen Park | Colleen Ave. & Kenro St. | 0.7 |
| Eisenhower Park | 1 st Ave. & Gunsmoke St. | 0.1 |
| Farrow Ford Park | Crawford Ave. & Poplar St. | 2.2 |
| Homestead Park | Wooden Rd. & Pioneer Rd. | 1.4 |
| Kliesen Hills Park | E. Barbara Ln. | 0.3 |
| Willow Park | Willow St. & Kirk St. | 3.0 |

Figure 5.3: Community Parks

| Facility | Location | Acres |
|---------------|-----------------------|-------|
| Chilton Park* | Manor Dr. | 15.5 |
| Thurow Park* | Ave. L & E. Cedar St. | 20.6 |
| Wright Park | 2 nd Ave. | 61.0 |

*borderline between neighborhood & community

Figure 5.2: Neighborhood Parks

| Facility | Location | Acres |
|--------------------|--|-------|
| Beeson Arboretum* | Sunnyside Ave. & W. Beeson Rd. | 2.2 |
| Jean Russell Park* | La Mesa Dr. & Sharon Dr. | 2.0 |
| Friendship Park* | Ave. C & E. Hickory St. | 1.0 |
| Kiwanis Park | Ave. H & E. Mulberry St. | 1.1 |
| Lions Park | 4 th Ave. & W. Mulberry St. | 1.7 |
| Longbranch Park | Longbranch Rd. | 1.4 |
| Optimist Park | Overhill Rd. & W. Division St. | 2.4 |
| Spiers Park | Bell Ave. & Manor Dr. | 9.2 |
| VFW Park | 13 th Ave. & W. Cedar St. | 3.9 |

*borderline between mini and neighborhood

Figure 5.4: Athletic Complexes

| Facility | Location | Acres |
|-----------------------------------|-----------------------------------|-------|
| Legends Baseball/Softball Complex | 6 th Ave. & Ross Blvd. | 80.0 |
| St. Mary's Sports Complex | San Jose Dr. | 75.0 |
| Youth Sports Complex | Wright Ave. & W. Division St. | 8.9 |

Recommendations

- Complete and adopt a Zoo Master Plan.
- The City would greatly benefit from a Park System Master Plan
- A plan that thoroughly evaluates the current parks system and establishes a maintenance and expansion/upgrade plan to meet future growth
- Includes a plan for the zoo's future.
- This plan would aid in budgetary planning
- Discourage further development of mini-parks, repurpose some existing mini-parks
- Incorporate sensory playground features in the parks.
- Evaluate the feasibility of requiring dedicated park space in new developments.
 - If determined to not be feasible to establish this requirement, the City should be actively looking to reserve land for future parks.



Chapter Six
**Transportation
System &
Infrastructure**

Chapter Six

Transportation System & Infrastructure

Transportation

Street Infrastructure

Dodge City has approximately 148.9 miles of streets and roads composed of either asphalt, concrete, brick or dirt within its city limits that serve the community. All but about 8.5 miles of these roads are paved. These streets can be broken down into classifications – Principal Arterials, Minor Arterials, Major Collectors, Minor Collectors and Local Streets.

- **Principal Arterials.** These roads serve regional needs and connect important activity centers. Principal arterials provide a high degree of mobility and generally limit the points of access.
- **Minor Arterials.** These streets connect and complement the principal arterial system by linking activity centers and connecting various parts of the city together. As a general rule, these streets are typically spaced at 0.5 to 1.0 mile intervals in developed urban areas.
- **Major and Minor Collectors.** Collectors serve a critical role in the roadway network by gathering traffic from Local Roads and funneling them to the Arterial network, linking neighborhoods together and connects them to activity centers. Within the context of functional classification, Collectors are broken down into two categories: Major Collectors and Minor Collectors. Collectors are designed for relatively low speeds (35 miles per hour and below).
- **Local Streets.** Locally classified roads account for the largest percentage of all roadways in terms of mileage. Local streets serve individual properties within residential or commercial areas. They provide direct, low-speed access for relatively short trips.

Maintaining Existing Street Infrastructure

Maintaining the existing street infrastructure should be a top priority for any community. It is essential to balance spending on the construction of new streets with the maintenance of existing streets. Dodge City's leaders understand this and have invested in maintaining its existing streets through regular maintenance & repairs, resurfacing and reconstruction.

Asphalt Streets

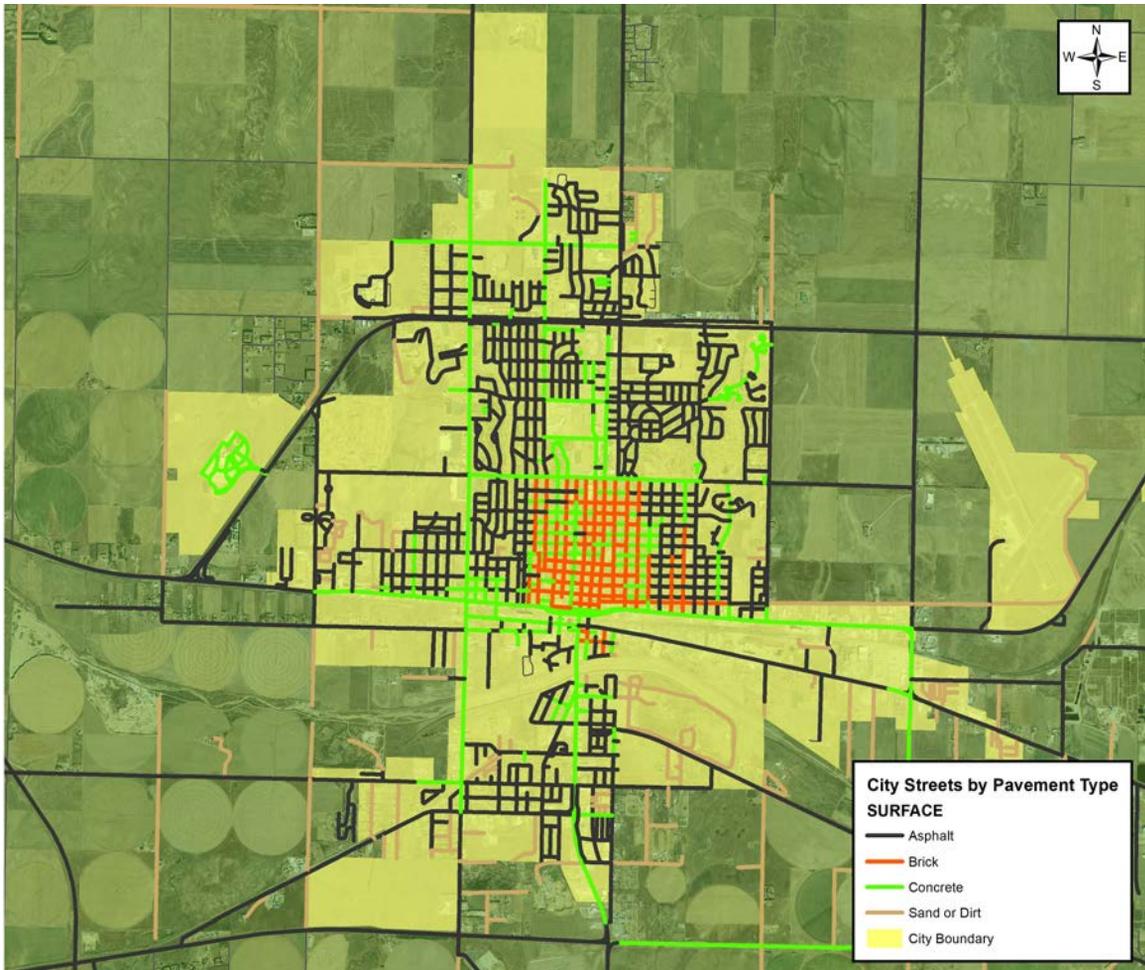
The City recently adopted a chip-seal program for asphalt-paved local streets. This program will allow for these local streets to be chip-sealed on a six year cycle. These streets will have cracks repaired with mastic one year prior to being chip-sealed. Local streets that have been damaged beyond what a chip-seal can remedy would undergo a mill-and-overlay procedure. Local streets that have been damaged beyond repair would undergo a full reconstruction.

Concrete Streets

The City has a policy that states that all Collector and Arterial Streets will be constructed of

concrete. Concrete tends to be more durable and is generally considered to be a preferred paving material for higher traffic areas. Concrete streets are inspected and repaired as needed. When deemed necessary, these streets will undergo full reconstruction.

Map 6.1: Streets by Pavement Type



Brick Streets

There are currently almost 15 miles of brick streets in Dodge City. While brick streets can potentially have long life-spans before requiring reconstruction, the cost of reconstruction is substantially more expensive than either asphalt or concrete. The City designated approximately 2.5 miles of brick streets, primarily in and around the historic downtown, and are to remain paved in brick. Any other brick streets can be replaced with asphalt or concrete when reconstruction is required.

Surveying and Evaluating Streets

Until recently, City staff evaluated and prioritized the asphalt street projects by driving them, visual inspections, street maintenance records from the street department and public complaints. Based on this criteria, it was then determined which streets received repairs, resurfacing or reconstruction. Although this methodology had worked without much issue, there was still the potential for bias.

Many cities across the country have chosen to address any potential bias by having third-party firms perform street surveys utilizing the Pavement Condition Index (PCI). The PCI is established by quantifying the distresses (cracking, rutting, pot holes, utility cuts, & weathering) in a section of pavement. This PCI is a rating from 1-100, with a 100 rating equating to a brand new street that is smooth with zero distresses. Professionals establish this index by using laser line projectors, high speed cameras and advanced optics to generate high resolution 3D profiles of the road. With these scores established, cities are able to prioritize future pavement projects and more efficiently allocate maintenance funding.



In 2017, the City contracted with a firm to survey its entire street system to establish a PCI. The results will enable the City to more efficiently identify street maintenance and eliminate any potential bias. Any street maintenance performed will be updated to the database and maps. In the future, it will be necessary for the street system to be resurveyed every 5-10 years to keep it up to date.

Future Roadway Improvements and Extensions

Comanche Street Expansion and Extension

There has been considerable public support to have Comanche St. extended from Matt Down Ln. west to Highway 50, establishing a more direct route from the Arena and Casino Resort to the City. Comanche St. from Matt Down Ln. to 14th Ave. could be upgraded from a rural section to an urban section with curb and gutter. A challenge of a project like this is determining what the traffic load will be once it is constructed and upgraded, especially should further development take place along this street. While a 4 lane boulevard or parkway with a landscaped median may be desirable, it may be more financially prudent to go with a 3 lane road. An additional challenge to completing this project is that the area between Matt Down Lane and Highway 50 is outside the city limits. Cooperation of the adjacent property owners is essential to obtaining the necessary street right-of-way and completing the project. If the owners are agreeable to the project, creating the connection to Highway 50 should be a priority. The remaining portion east of Matt Down Lane could be a later phase.

With the upgrade of the street should be opportunities to improve the streetscape with the addition of landscaping, dual use trails and other amenities. While the street is under construction would also be an opportunity to expand the pond located on the north side of the street. This pond is fed from the North Water Reclamation Facility and surface runoff and supplies irrigation for Mariah Hill Golf Course. In addition to adding capacity, the aesthetic of the pond could be increased with additional landscaping.

US Highway 50 Expansion

The City recently applied to the Kansas Department of Transportation (KDOT) for a geometric improvement project for Highway 50. This project involves upgrading the portion from 6th Ave. to Central Ave. from a rural section to a 3 lane urban section. There is an immediate need for improvements to alleviate congestion issues at the intersections with Central Ave., Gary St. and 6th Ave.

Long-term, there is a need for further upgrading of Highway 50 from the intersection with Wyatt Earp Blvd. west of town to the Highway 56/283 intersection east of town. Each of those aforementioned intersections should be upgraded and/or realigned as well. The section that goes through the city limits should be upgraded to a 5 lane urban section as the community continues to grow and the traffic on this highway increases.

Comanche St. and Sixth Avenue Intersection Improvement

This intersection is currently a 4-way stop and is also misaligned. This is a high traffic intersection, and can get congested, particularly when school traffic is peaking. Realigning the intersection and upgrading it to a signaled intersection would help alleviate the traffic congestion. Another option would be to redesign this intersection as a roundabout. With either option, realigning the intersection will require the demolition/relocation of one to two houses, adding additional cost to the project.

US Highway 50 and Loretta Lane Intersection

There has long been a need for another access point for the high school. The intersection of Highway 50 and Loretta Ln. would be an ideal location for the second entrance to the high school and it also would line up with the west entrance to Dodge City Community College. Frontview Dr. runs basically parallel with Highway 50 and is just to the north, and would need to be incorporated into this intersection. This intersection would need to be signaled, but would also be an ideal location for a roundabout. There is a commercial trucking company that is located at the intersection of Loretta Ln. and Frontview Dr., so wide turning radii would need to be incorporated into the design.

Soule and 6th Avenue Intersection

This intersection currently has some alignment issues as well as heavy congestion due to its close proximity to several schools. Adding some designated turn lanes would add for both better alignment and flow of traffic overall.

Central Avenue, US Highway 50 and Avenue A Intersection Improvement

The area where Central Ave., Highway 50, Ave. A and Frontview Rd. come together has long been a difficult area to navigate, especially during times of congestion. Currently, Central Ave. terminates at Frontview Rd. a frontage road north of Highway 50. Traffic is forced to jog over to Ave. A to head north and vice-versa. Realigning the intersection so that there is a smoother transition from Central Ave. to Ave. A would alleviate much of the congestion. Unfortunately, this cannot be done without displacing one to two commercial properties and one to two residential properties, depending on how you align all of the converging streets. This would add substantial cost to the project, but as the community continues to grow to the north, this series of intersections will only become more problematic.

Highway 56/283 Overpass

The Highway 56/283 Overpass is a section of 113 Rd. that spans the railroad tracks and connects Wyatt Earp Blvd. to Trail St. It is currently a two-lane road that see heavy traffic congestion in large part due to the close proximity of National Beef and Cargill meat packing plants. There is a need to widen this section to a four-lane road to reduce congestion. This project would come at a significant cost, requiring cooperation and assistance between the City and the State.

Avenue A

As the community continues to grow, particularly to the north, traffic on Ave. A north of Highway 50 will continue to increase. Upgrading the street to a 4 lane street should be considered. The upgrading of this street should be taken into consideration while designing the realignment of Ave. A/Central Ave./Frontview Rd./Highway 50.

Avenue P

Ave. P is a section line road that connects Wyatt Earp Blvd. with Highway 50. This section of Ave. P also doubles as the east boundary line for the City. As Dodge City grows further north and east, this street will need to be upgraded to an urban section with curb and gutter since it is currently classified as a collector street north of Comanche St. and a minor arterial to the south.

East Comanche St.

As the city grows, particularly to the east, Comanche St. east of Fairway Dr. to Ave. P should be upgraded to a 2 lane urban section with curb and gutter. The intersection of Comanche St. and Fairway Dr. should also be upgraded with a left turn for east-bound traffic on Comanche St.

Wyatt Earp Boulevard, 2nd Avenue, 1st Avenue and Central Avenue Intersections

This cluster of intersections and the railroad that closely parallels Wyatt Earp Blvd. presents several points of congestion. Part of the problem is the diversion of north-south bound traffic from 2nd Ave. to Central Ave. at Wyatt Earp Blvd. This two block jog can cause the traffic to back up. This problem could potential increase once the Central Ave. reconstruction project is completed and is opened to two-way from Wyatt Earp Blvd. and Central Ave.

There has been discussion of opening up 2nd Ave. north of Wyatt Earp Blvd., but this still would not provide an extended north-south corridor since 2nd Ave. terminates at Comanche St. At best, this would move the problem of congestion to the Comanche St. intersection which is already congested at times due to the nearby schools.

A more cost-effective solution would be to link the signals along Wyatt Earp Blvd. as it goes through the Downtown area so they would all work in conjunction to increase the efficient flow of traffic. A traffic study once the Central Ave. project is completed would provide guidance on how to optimize the timing of the signals.

McArtor Road and 14th Avenue Intersection

McArtor Rd. currently is constructed as a raised, rural section with no curb and gutter. This is a two-way stop intersection with 14th Ave. stopping for McArtor Rd. Upgrading McArtor Rd. to an urban section with curb and gutter, at least as it approaches 14th Ave., and signaling the intersection, should be considered. This would also provide an opportunity to alleviate some of the stormwater drainage issues currently present at this intersection.

6th Avenue to 7th Avenue Realignment

There is currently significant need for additional north-south routes that efficiently connect Wyatt Earp Blvd. to Comanche St. and further on to the north. Widening and converting Central Ave. south of Comanche St. to two-way traffic should help tremendously. There still is a need for another direct north-south route between 14th Ave. and Central Ave, a distance of approximately one mile. 6th Ave. is already classified as a minor arterial and is about halfway between the aforementioned routes. The issue is that 6th Ave. currently terminates heading south at Cedar St., forcing traffic to jog over to 5th Ave. to reach Wyatt Earp Blvd. 6th Ave. could be connected to 7th Ave. through an S-curve beginning at Cedar St. 7th Ave. would need to be widened to handle the additional traffic. This would require the removal of the currently vacant old Lincoln Elementary School and the purchase of some additional right-of-way.

Public Transit

It should be every community's goal to provide a safe, convenient, affordable, and accessible public transportation system, designed and operated to maximize usage by providing scheduled public transit that serves identified needs throughout the community and supports connections to and from other local transportation modes (pedestrians, bicycles, auto). Provide paratransit or



other public transportation alternatives for mobility-impaired persons for general public transportation purposes. Dodge City's leaders recognized this need and recently revamped and expanded the city's public transit system with three different types of bus service:

- **D-TRAN - Fixed Route Service**

D-TRAN bus service consists of three bus routes and 55 designated stops located throughout Dodge City. Buses arrive at each stop every hour at the same time, from 6 am to 7 pm, Monday through Friday. There are free transfers between routes in order to reach your destination. Transfers can be made at the Santa Fe Depot Transit Center, the Midpoint Transfer at Wal-Mart, and a limited number of other stop locations.

- **Para-TRAN - Door to Door Service**

Para-TRAN is a door-to-door paratransit service available for persons who, because of a disability, are unable to use the D-TRAN Fixed Route Bus Service. The Para-TRAN service area is Dodge City plus 3/4 of a mile on each side of D-TRAN fixed routes. Riders must be certified as eligible to use the service by submitting an application which includes the assessment and signature of a qualified health professional in accordance with the Americans with Disabilities Act of 1990. Reservations must be made 24 hours in advance.

- **R-TRAN Regional Demand Response Service**

R-TRAN is Regional Demand Response Service outside the 3/4 mile Para-TRAN zone, and up to 2 miles beyond the city limits. On a first come first served basis, anyone may schedule a door-to-door R-TRAN ride if the ride's origin or destination is beyond the 3/4 mile Para-TRAN zone and within a 2 mile radius of City limits. If moving from one location to another while in town, door-to-door rides are available only to passengers with an approved Paratransit application. All other are required to use D-TRAN.

Recommendations

- Continue to monitor and evaluate the bus service programs to maximize efficiency and services provided for the community.
- If feasible, an expansion of both the area covered and hours of operation should be expanded.

Walkable Community

Pedestrian and Bike Paths

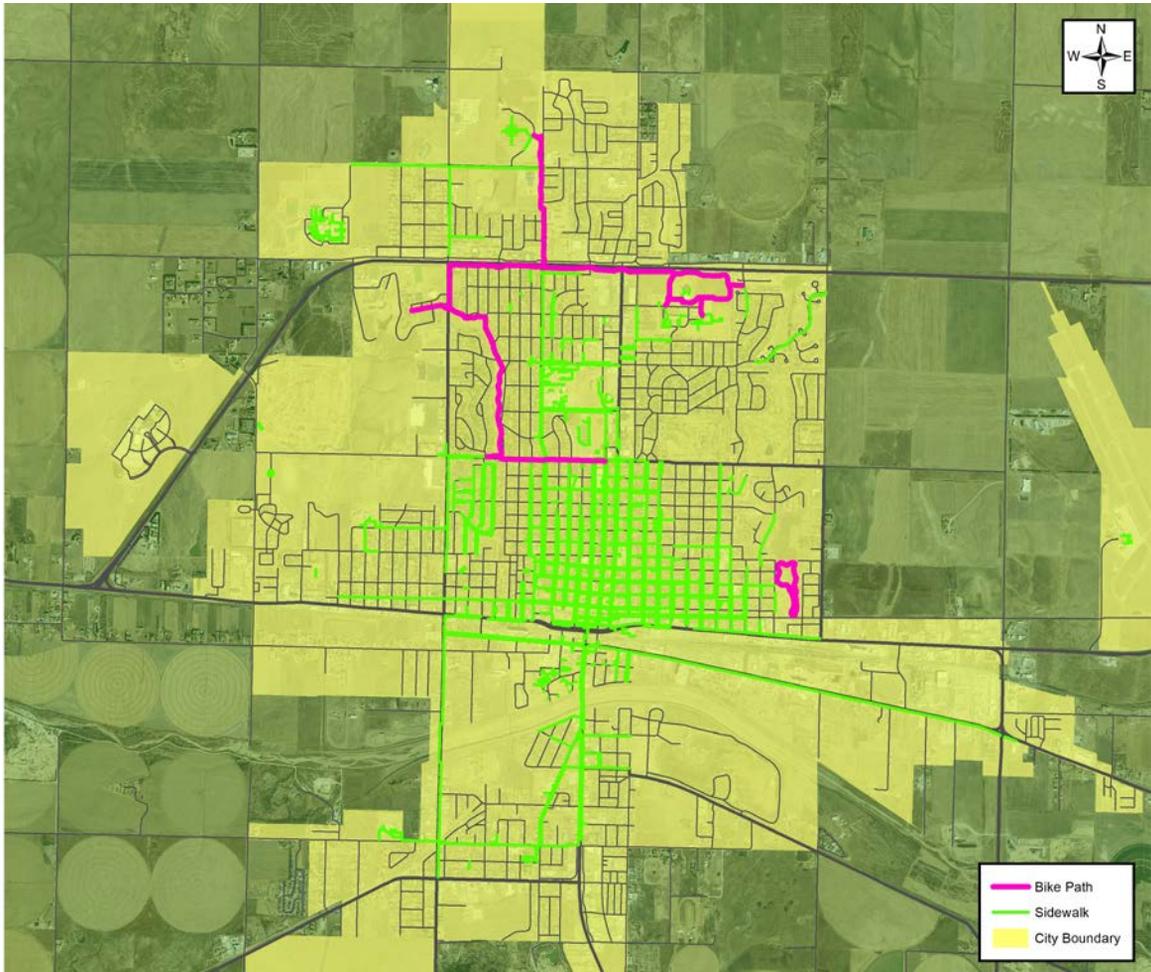
Having a walkable and pedestrian-friendly city is a key component to improving quality of life in a community. City leaders have recognized this need and have been steadily expanding the city's bike and walking paths through the construction of dual use trails. Allocating space for these trails can be difficult since the preferred design includes 10 feet wide paved paths separated from the road. Most street right-of-way does not allow for this without further expansion. The City has been able to establish a considerable amount of these paths and has more in the plans.

Dodge City has a variety of trails and walking paths available to meet the varied needs of the community. The Gunsmoke Trail is the primary trail that will eventually connect Dodge City all the way from Legends Park on the north to Wright Park on the south. The Gunsmoke Trail is a 4.5 mile linear trail with trail heads at St. Mary Complex, Legends Park, Spiers Park and Chilton Park. The 10 ft. wide dual use trail was first started in 2006 and runs from St. Mary Complex along Highway 50 to 14th Ave., down 14th Ave. to Spiers Park and then winding through Spiers and Chilton Park. At 6th Ave., another segment runs north from Highway 50 to Legends Park. The City is currently looking at a few options for expanding the trail, with one proposal starting in south Dodge City heading north.

Other trails include the ITC Trail at Thurow Park and a closed loop trail at Beeson Arboretum. The ITC Trail is a .8 mile circuit around the perimeter of the park. The Beeson trail is a .3 mile closed loop circuit in the park.

All trails are paved and open year round.

Map 6.2: Bike & Pedestrian Paths and Sidewalks



Neighborhood Sidewalks

These wide, dual use trails are to pedestrians what collectors and especially arterials are to automobiles. They do not need to be directly accessed by every property and citizen. What the city needs more of, especially in newer developments, are narrower, neighborhood sidewalks. They are the “local streets” for pedestrians that connect them to the larger, dual use trails. Sidewalks have been very sparsely constructed over the last few decades in the community. This forces pedestrians to share the street with vehicles, which is unsafe and discouraging. Every residential street should have sidewalk on at least one side, and ideally, on both sides. Of course, this comes at an added cost, and some developers might not be eager to install these at an added expense. However, this is a cost that can be recouped in developments that are part of Rural Housing Incentive Districts (RHID) – discussed further in a later chapter. Most other comparable cities in the region - including Garden City, Liberal, Hays and Great Bend – require sidewalk to be installed on both sides of the street in all new developments.

In distant years’ past, the City was diligent in creating a walkable community with an extensive sidewalk system in the core of the community. Over the years, and especially where large street trees have been present, these sidewalks have come under disrepair. The responsibility of

maintaining neighborhood sidewalks falls under the adjacent property owners. Many property owners likely do not have the means to pay for this maintenance. The City does have a cost-sharing program for the replacement of existing sidewalk for single-family residential areas.

Recommendations

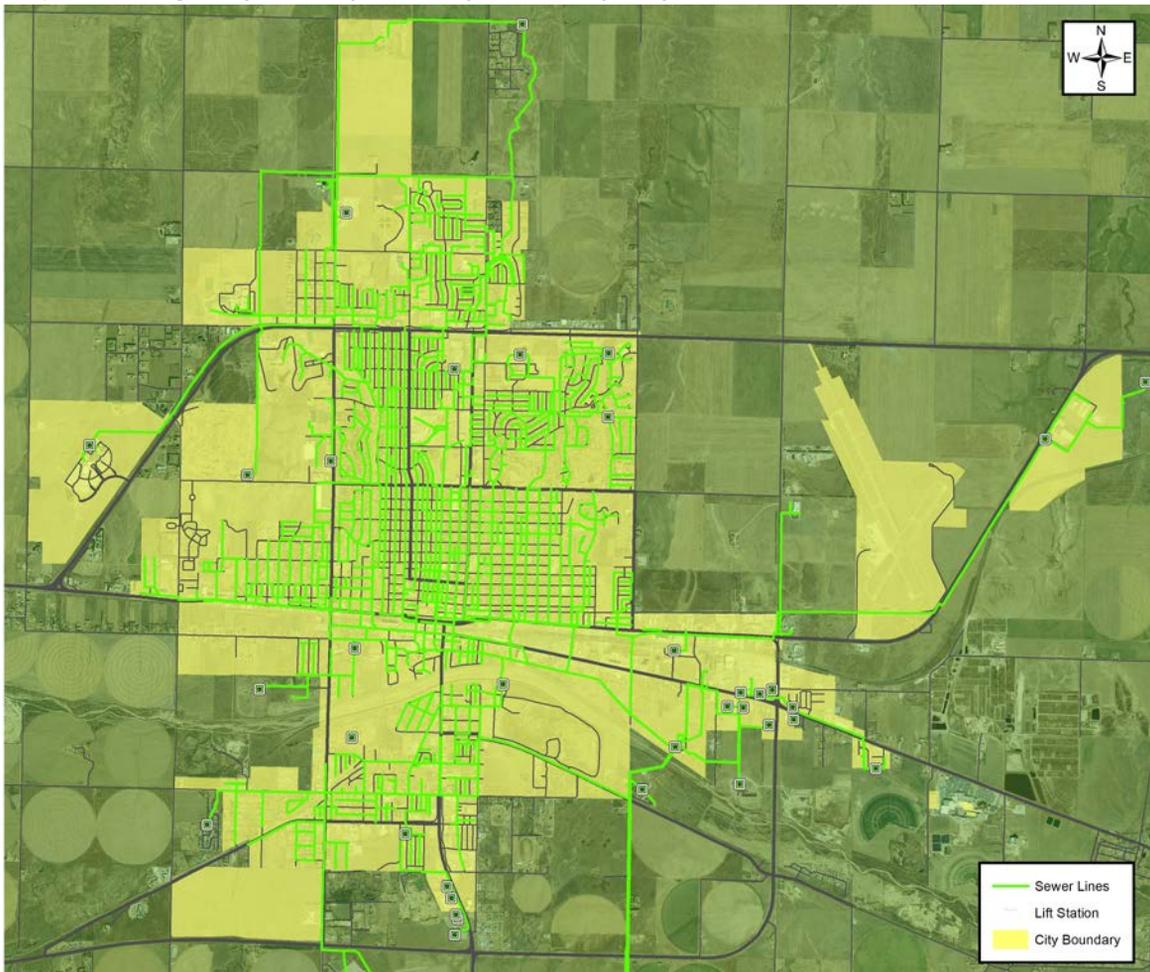
- Continue expansion of the dual use trail system, with a focus in the South Dodge City area.
- The City should require sidewalks to be constructed in all new developments.

Utility Infrastructure

Sanitary Sewer System

Dodge City’s sanitary system comprises of approximately 207 miles of sewer lines, with approximately 122 miles of gravity lines and 85 miles of pressure sewer line. The gravity lines tend to range in size from 4 to 30 inches in diameter, but 8 to 12 inch is most commonly used.

Map 6.3: Dodge City Sanitary Sewer System – City Proper



The City has 2,376 sanitary sewer manholes. There are 35 sewer pumping stations in the City's sanitary sewer system. The Waste Water Treatment Plant south of the city and the Water Reclamation facility at the North end of town handle the city's waste water. Currently, the sanitary sewer gravity lines and manholes are inspected once every five years. These lines and manholes are then cleaned as needed. Known problem areas such as portions of Wyatt Earp Blvd. that have high-concentrations of restaurants are cleaned far more regularly, as much as every 2 months.

The lift stations and pressurized sewer lines inspections and maintenance are contracted out to a firm. The lift stations are inspected twice a week, and monitored by a Supervisory Control and Data Acquisition (SCADA) system.

Smaller sections of sanitary sewer line are replaced as determined to be necessary. Larger sections that are aging and becoming a high risk to fail are replaced in conjunction with street reconstruction in efforts to minimize expenditure and increase efficiency.

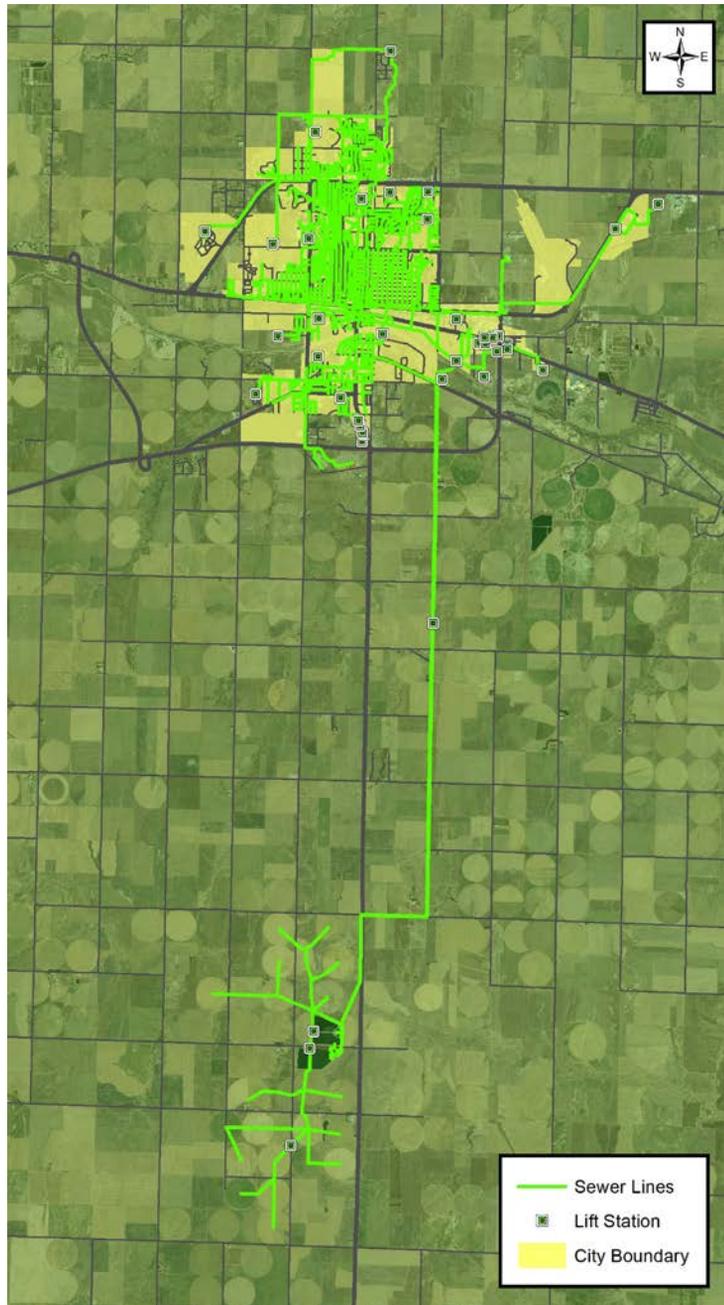
Recommendation

- Continue to follow set inspection schedules and assess current program to maximize efficiency.

Stormwater Collection System

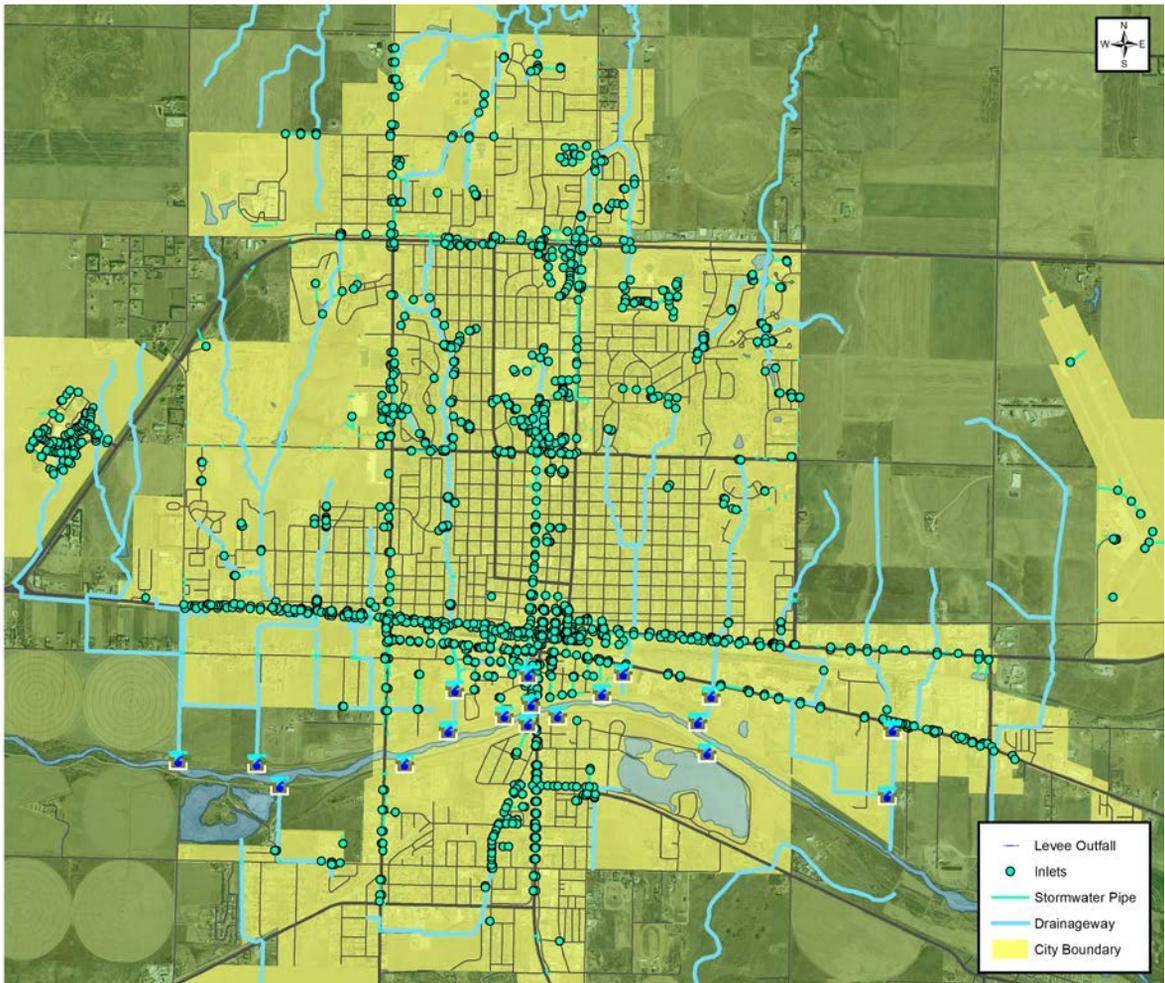
Dodge City drains into two watersheds – the Pawnee Watershed and the Arkansas River Watershed. Approximately three-fourths of the City drains to the Arkansas River Watershed,

Map 6.4: Dodge City Sanitary Sewer System – Total



while the remaining portion drains north to the Pawnee. The City's drainage system is divided into 18 basins, and further divided into 86 sub-basins. Stormwater flows both over street and through 950 inlets to drainage pipes, ditches, and drainage ways. There are a number of stormwater detention ponds throughout the city that act to slow stormwater runoff before it reaches the City's outfalls.

Map 6.5: Dodge City Storm Drainage System



In an effort to lower costs for individual development, the city's leaders are considering the use of regional drainage and runoff mitigation solutions in the place of individual onsite methods. Instead of having stormwater detention requirements for each property, the city would install regional detention Best Management Practices (BMPs) that would service the whole area. While this is more of an economic benefit than environmental, it would allow the city to ensure that these facilities are properly maintained, which has at times been an issue.

According to the Kansas Department of Health & Environment (KDHE) and the Environmental Protection Agency (EPA), Dodge City is classified as a Phase II City in the National Pollutant Discharge Elimination System (NPDES). Simply put, this means the city is required to comply with both KDHE and EPA regulations and guidelines. A failure to comply could result in significant fines

issued by both governing bodies. The City's Stormwater system is currently inspected on an undefined maintenance schedule. City staff report issues as discovered and they are then addressed, whether it be for repairs or cleaning. Street sweeping is scheduled to be done on all streets a minimum of once annually. Due to sometimes inoperable equipment or staff shortages, this is not always achieved.

Recommendations

- Continue to achieve compliance with KDHE and EPA regulations
- Establish a more structured schedule for inspecting the stormwater system
- Ensure the street sweeping program is meeting its objectives.

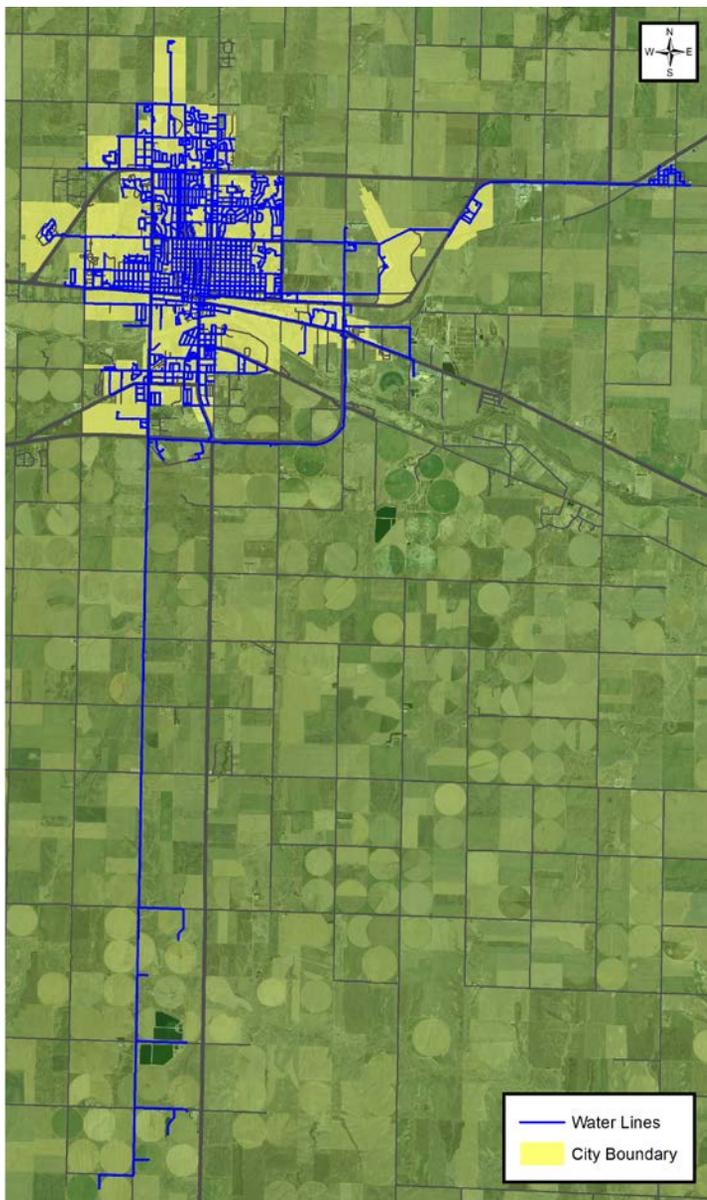
Water System

Dodge City sources its water via 21 active water wells that feed approximately 204 miles of waterline. The City samples the system periodically to insure compliance with the Safe Water Drinking Act standards and to meet strict KDHE compliance guidelines. Smaller sections of water line are replaced as they fail or otherwise deemed necessary. The sections that are replaced are tracked to determine problem areas. If concentrations of problems increase in a particular area, larger sections are replaced. As with sewer lines and other underground utilities, when a street reconstruction project is proposed, the age and condition of the water lines are evaluated and replaced if needed in conjunction with the street project.

Recommendation

- Continue to follow set inspection schedules and assess current program to maximize efficiency.

Map 6.6: Dodge City Water Line System





Chapter Seven

Preserving Community Character, Neighborhoods & Housing

Chapter Seven

Preserving Community Character, Neighborhoods and Housing

Preserving Community Character

Community Identity

The success of a plan, and ultimately a community, has a great deal more to do with a balance of resources, diverse economic opportunity, accessibility, safety and social opportunities as it does with the physical environment. That being said, in order to distinguish itself from its peer communities as well as improve quality of life, Dodge City should emphasize and promote the preservation of the community's character and its distinct neighborhoods.

Zones of density, traffic movement and ultimately, development patterns grow within a community setting as community needs and desires are fulfilled. Certain zones within the city can take on their own character by attracting specific housing types and other uses along the way. These other uses may be civic, residential, commercial or a combination. These smaller zones within the larger scale of the city become known as sub-areas. From an urban design and development opportunity perspective each of these areas has developed different characteristics and qualities, ultimately providing the opportunity for differing experiences and services within the City. This diversity also provides residents a choice in where they live. This diversity is what stabilizes a community and as these zones mature, provide attractive choices to potential residents. Sub Areas are ultimately understood as neighborhoods (both residential and commercial) within the community and have developed in their own unique ways creating different perceptions and values among the city residents.

A city is made up of neighborhoods. Each neighborhood, in its own way, is a small community district and should have an identity and a brand that is unique to itself. This then provides choice within a community, and with this choice, an economic balance that does not favor one area over another. Consequentially, this sets the stage for a balanced economic and development scenario where emphasis is spread around the community not placed in one specific area.



The benefit is that the "value" of the community is evenly distributed bringing development to all areas, not just a focus on one neighborhood or district. This balanced and enhanced value translates into diverse retail opportunities that keeps disposable income spent within the City

and achieves a consistency and balance of property values throughout the community. Additionally, diverse opportunities means that travel, and ultimately transportation costs, can be markedly reduced. These conditions greatly contribute to a healthy and growing community where people want to live and work and raise their children.

This community value and the understanding on how it is achieved has to be part of any discussion about overall long term development. This value is fragile, and short sighted development can rapidly depreciate this value. Without this understanding, all of the planning and economic strategizing will not matter. Too often a community will focus development in one area or another sacrificing a place or neighborhood along the way. When new development opportunities are identified there is a real concern that some of the areas that have been



neglected over time will be more costly to re-develop, especially when lower property values exist. Development then occurs in areas where it is perceived as more cost effective; "beyond the fence line" at the edges of the community. This development pattern ultimately creates a "ring city" where all new development is located at the edges and the interior of the community is neglected. This pattern is unsustainable both economically and socially and puts great strain

on the assets and resources of the community. The long term cost of this type of development will be more costly city services, inconsistent property values and ultimately higher costs to the citizens of the community in the way of fees or taxes.

Property Maintenance and Code Enforcement

The City utilizes its own property maintenance code as well as the 2009 International Property Maintenance Code. This International Code Council (ICC) code focuses on maintenance requirements for existing residential and non-residential buildings. The code also provides stipulations for condemnation and demolition of substandard or unsafe structures.

The success of an effective code enforcement program relies on adequate staffing and resources. City leadership has identified objectives and measurable standards for its citywide property maintenance program. Code enforcement staff regularly inspect the areas they are responsible for and also rely on complaint-based enforcement. Some of the areas of emphasis for property includes, but is not limited to – weeds and unkempt lawns,



deteriorated protective treatment, rubbish and junk, inoperable vehicles, dilapidated or nonconforming fencing, parking in yards and unsafe structures.

To supplement standard property maintenance enforcement, the City created a Neighborhood Rejuvenation Task Force. The stated purpose of this team is to develop a straightforward and detailed implementation plan to remove identified blight in the city's neighborhoods and community. The goals of the team are to create a healthy living environment for all residents, reduce crime and create pride for the property owners, neighborhood and community. This is done by identifying concentrated areas that have graffiti, debris on curbs/gutters/streets/sidewalks, dilapidated fencing, unkempt yards, dead trees, etc. The team then coordinates various cleanup efforts that address these issues. The City provides roll-off dumpsters for trash collection as well as staff and equipment to assist the cleanup.

Historic Preservation

One way to preserve the character of a community is to make sure that the unique properties and neighborhoods within the community are preserved. Unique and historic properties add value, both from an aesthetic standpoint but also economically. These types of properties not only have higher property values themselves, but also impact the surrounding areas. Properties that are over 50 years old and have either architectural or historical (or both) significance are potentially eligible to be protected under local, state and federal standards. While being protected by these standards, they also become eligible for a number of financial incentives, including tax credits and grants.

Individual properties can of course become designated as historical, but the formation of historic districts can also be possible if there is enough concentration of historic properties. The City



currently has a federally registered Downtown Historic District as well as a Heritage District. There are other registered historic properties outside of the district, but very few are residences. There are considerable residential properties in the community that could be potentially eligible for historic designation. If there are determined to be high enough concentrations of such properties, establishment of a district is something that should be considered and even encouraged. The city would be well served in the promotion of such historical designations.

Recommendation

- Promote the establishment of historic properties and districts.

Housing and Neighborhoods

Neighborhoods

Residential neighborhoods and districts are one of a community’s greatest assets. They project the aspirations of a community and different neighborhoods at different times are stepping stones to achieving personal aspirations. The real value of a community can be seen in the diversity, care and conditions found within its neighborhoods. High quality neighborhoods are as much an attractor to people considering a move to a community as good job opportunities. At the same time, there are some neighborhoods that are in decline. Reasons for this decline may vary from economic, incompatible adjacent development, accessibility and topography, to name a few. Some of this decline is superficial and one or two projects turn the situation around. Some decline cannot be handled as simply and will require intense study and planning to reverse.

Dodge City, like virtually all communities, is no exception. Some neighborhoods are in decline and disrepair while others can compete with any in the Midwest.

Housing

In 2008, a housing assessment was conducted to determine the housing needs in Dodge City. This study, Community Housing Assessment Team (CHAT), demonstrated a large need of housing units, including owner and renter occupied, in all income areas. The CHAT report was updated in 2018 and predicts a need of over 860 housing units by the year 2024. Addressing the need for additional housing became imperative, when workers would relocate to Dodge City for work, but were forced to move away when permanent housing was not secured.

The City adopted a Housing Incentive Policy in 2009 that established standards for the use of various incentive programs. It assures that incentives will not be misused or allow developers unreasonably high profit margins. Incentives were established that allow for varying levels fee waivers based on the percentage low-income or accessible units that are part of the development. This resolution also mandates the requirement of annually renewing the incentive program based on demonstrable need. Standards were established that would terminate available incentives once needs had been met as identified by the CHAT report.

Figure 7.1: Fee Waiver Schedule

| Builder Provides | City Waves |
|--------------------------|-------------|
| 10% Low Rent/Price Units | 25% of fees |
| 20% | 50% |
| 30% | 75% |
| 40% or more | 100% |

The Community Housing Association of Dodge City (CHAD) is a non-profit organization, established in 2015 to address the housing needs in the community by revitalizing neighborhoods through comprehensive assistance to persons of low-to-moderate income. CHAD’s primary objectives include: recapturing abandoned or unoccupied housing while cleaning up blighted areas, eliminating health and safety hazards in older homes, expanding homeowner education programs and construction education programs, constructing new housing in the low to moderate-income level, and developing a strong volunteer base. The Rehabilitation of the vacant Homes allows them to be put back into the community as quality housing, removes blight, and

puts property back onto the tax roll. CHAD has completed six home rehabilitation projects, two of which are currently used as rentals and the others were sold to moderate-income families.

CHAD partners with the Dodge City Community College Building Trades Programs to construct new housing on vacant lots. This partnership has allowed for new construction on several infill lots throughout town and will continue with future housing projects planned. Funding and in-kind assistance from the Kansas Housing Resource Corporation, Dodge City/Ford County Development Corporation, and City of Dodge City are critical to the success of the organization. Programs through Interfaith Housing Services, Inc. and USDA Rural Development are promoted to assist citizens to make critical home improvements and purchase homes.

The CHAT report update in 2018 stated that there has been a demand of 160-190 new units constructed annually since 2008. However, during that same time period, there have been on average only 100 new units per year. This includes both single-family and multi-family residential units. There was a housing shortage prior to 2008 and that shortage has clearly grown.



As previously mentioned, the CHAT report estimates that there will be a need of over 860 new housing units by the year 2024. This housing need can be attributed to both current population growth and housing turnover as well as

the number of new businesses employing a larger number of people in the community. Housing required will be both owner occupied, single-family and renter occupied, multi-family. The single-family needs span the spectrum of the market, from the lower end in the \$60-100,000 range to the higher end of over \$200,000. Unfortunately, the cost of new construction of single-family houses tends to be over \$130,000. Demand for lower-cost units will have to be met by existing housing.

Renter occupied housing needs vary as well, with shortages in both income based and market rate units. Income based rental housing typically ranges from less than \$450 on the low end to \$450-700 in the higher end. Market rate rental housing tends to be over \$700 for new construction. It is important that neighborhoods have a mixture housing types to not segregate one area from another based on value or socioeconomic factors.

While home ownership has to rise (function of affordability), presently 42% of housing in Dodge City is rental property compared to 30% in the State. This number is not likely to change very

soon as the present financial conditions are not conducive to home purchase. Housing type required needs careful study. Leadership and guidance to developers has to come from the City. At the same time it is not the City's place to dictate a housing type of development model other than to encourage new environments that are scaled to be complementary to the existing texture of the city, environments that are walkable and encourage interaction with neighbors and the development of community identity. This guidance may come from aggressively working with developers to find land in existing areas where the city is focused on new development so that the community development goals can be met.

A variety of high quality and affordable housing options is a key in attracting families to the community. The type of housing is important to understand as changes in demographic, aging baby boomers and multi-generational families grow and their needs change. The mix of housing in Dodge City's neighborhoods also has to be carefully planned to enhance the current housing stock that exists in the community.

Attached housing is less expensive to build per unit and presently in Dodge City duplexes and condos have a higher "mean financial value" than single family residences, yet single family residences have a higher perceived social value. This is tied to aspirations and identity. It is vitally important that new housing stock, whether in existing or new neighborhood settings, be a mix of both of these types.

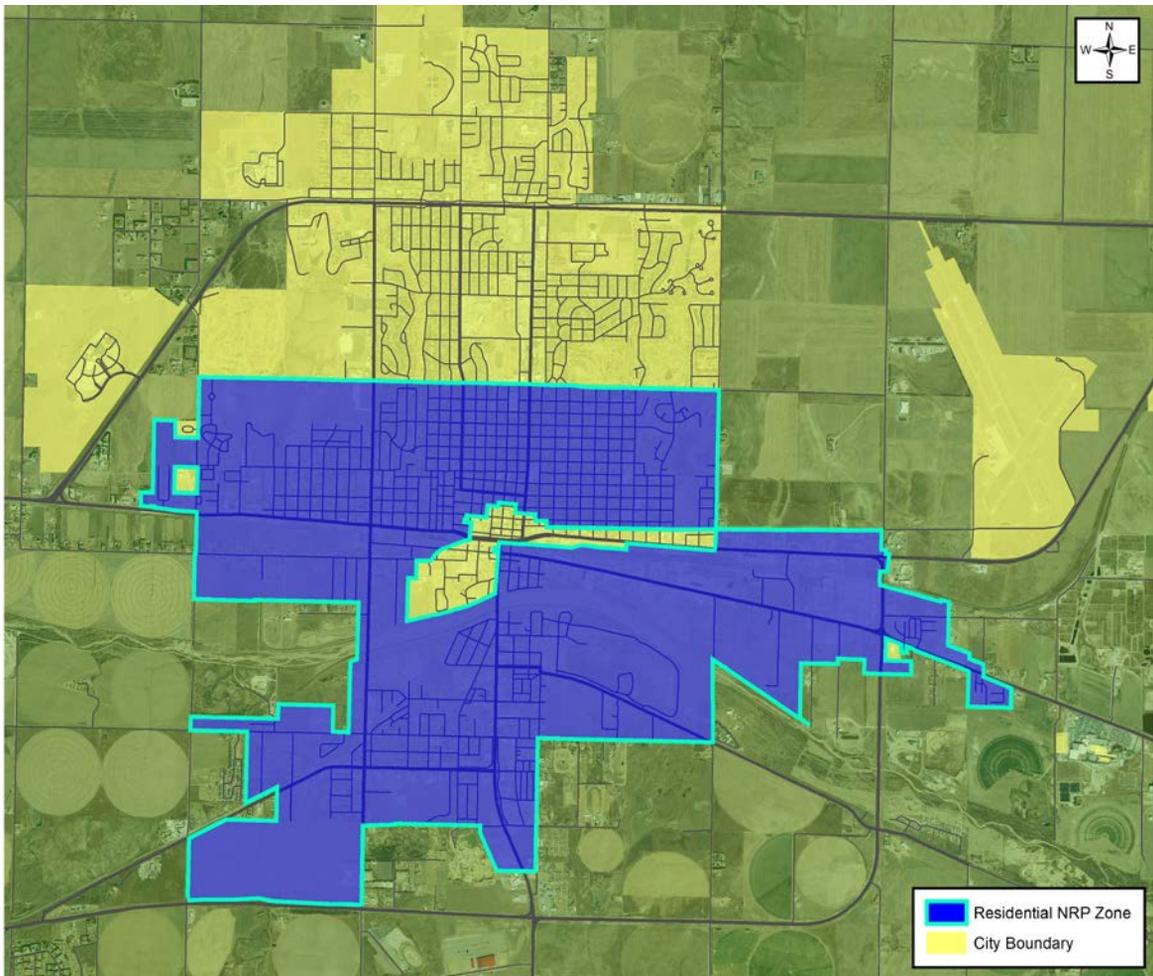
City Core Development

Like many cities, Dodge City suffers from an overall pattern development that is hollowing out the core by encouraging development "at the fence line" perimeter. This creates pressure on the City to develop new infrastructure while having to maintain the existing infrastructure of the city core.

The areas south of Comanche and north of Wyatt Earp and bound by 14th on the West and Avenue P on the East provide the best opportunity and ultimately the lowest cost to redevelop the core of the City. Much of the older housing stock is affordable and without policy and zoning enforcement some of these neighborhoods that are seen as not completely stable will become unstable rapidly.

To encourage development in the existing core, the City should explore developing ways to grant development premiums to create density or other incentives for redevelopment and rehabilitation. The City currently utilizes Neighborhood Revitalization Program, or NRP, as such an incentive. The NRP is a tax rebate program to encourage rehabilitation and infill development. In addition to the commercial zones discussed in Chapter 3, a residential NRP zone has been established in the City. The residential NRP zone is a large area, located from Comanche Ave. to the north and extending south to the City boundary. Beyond the creation of the current NRP, the use of Enterprise Zones or other similar area designation, abbreviated planning review processes, or sales tax incentives through rebates of tax on construction materials could help to create incentives for redevelopment.

Map 7.1: Residential NRP Zone

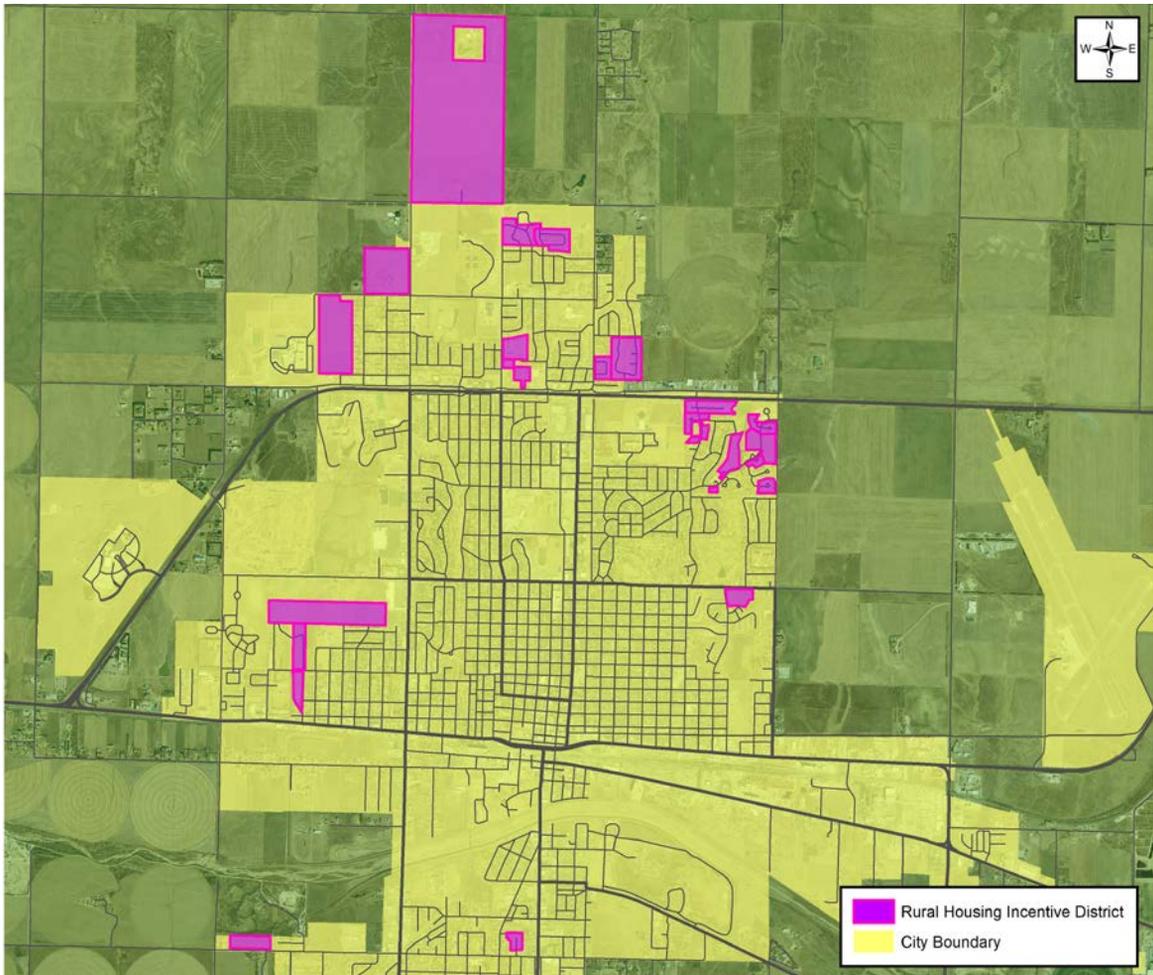


The City is currently utilizing Rural Housing Incentive Districts (RHID) - a program designed to aid developers to build housing within communities by assisting in the financing of public improvements. RHID captures 100% of the incremental increase in real property taxes created by a housing development project for up to 25 years. In order to take advantage of the incentive, property must be within a redevelopment district. Districts are defined by the City and must be based on the Housing Needs Analysis. RHID is authorized for any city in Kansas with a population less than 40,000 in a county with a population of less than 60,000 or for any county with a population of less than 40,000. Permitted uses of incentive include:

- Payment of relocation assistance
- Site preparation
- Sanitary and storm sewers and lift stations
- Drainage conduits, channels, and levees
- Street grading, paving, curbs, and gutters
- Street lighting
- Underground public and limited private utilities
- Sidewalks
- Water mains and extensions
- May NOT be used for buildings or structures to be owned or leased to any developer.

A cost benefit analysis, public hearing, and contract between the developer and governing bodies is required in each application. The use of RHID in Dodge City has made the construction of new housing developments far more feasible for developers. The housing shortage determined by the CHAT report establishes the need for use of RHID. Should the housing shortage be mitigated, the use of RHID should be curtailed, taking the increase in collected property taxes and used to meet other city budgetary needs.

Map 7.2: Rural Housing Incentive Districts



Dodge City's community leaders understand that there is a need to rehabilitate the community's aging housing stock and the merits of infill development. The Community Housing Association of Dodge City (CHAD) was established to address some of these issues. CHAD is a nonprofit organization created to address the housing needs in the community by revitalizing neighborhoods through comprehensive assistance to persons of low-to-moderate income. CHAD also operates the Abandoned Housing Program. The Abandoned Housing Program uses a two-pronged approach to create affordable housing; rehabbing vacant homes and constructing new homes on vacant lots. CHAD accepts donations of vacant homes, rehabilitates them with

the help of local volunteers and contractors, and places them back into the community as quality housing.

CHAD also partners with the Dodge City Community College Building Trades Program to construct affordable housing on vacant lots. This partnership allows the students to gain hands-on experience by building homes. This program meets the training requirements for the Building Trades Program curriculum and is a mutually beneficial relationship. CHAD's commitment to build the new homes as infill in existing blighted neighborhoods helps complete the neighborhood and encourage the neighboring owners to improve their homes and yards. The program has previously rehabbed six homes, two are rentals and four were sold to moderate-income families. CHAD and the DCCC Building Trades Program has previously built two new homes, both sold to moderate-income families. CHAD has also created two renovation programs; Paint Dodge and the Community Home Renovation Program, both designed to assist low-income homeowners with needed repairs.

These established neighborhoods provide the best value for redevelopment in the community. Stability and growth in these areas ripple out enhancing property values throughout adjacent neighborhoods. The community has taken steps to address its aging housing stock and neighborhoods, but the ongoing challenge will be to continue to address these housing issues as they become apparent.

Recommendations

- Additional low to mid income housing is needed – both rentals and owner-occupied.
- Continue to periodically update the CHAT report to assess housing needs.
- Continue to offer and promote housing programs such as RHIDs and NRPs, so long as there is a need created by a shortage of housing.
- Explore additional programs that promote infill.
- Explore additional programs or incentives (or fortify existing ones) that promote and help facilitate the investment and rehabilitation of aging housing stock.



Chapter Eight

Future Land Use Planning

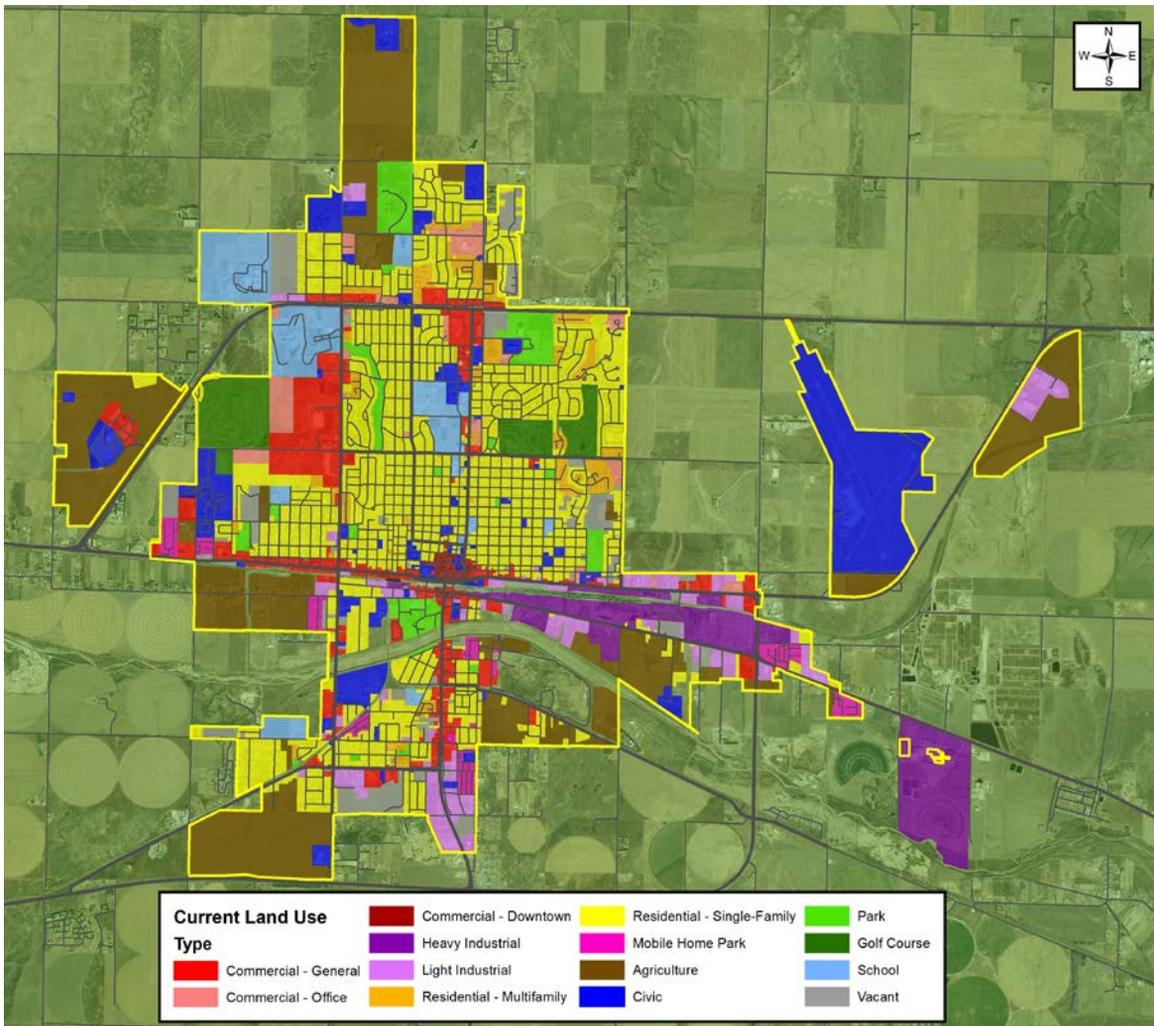
Chapter Eight

Future Land Use Planning

Existing Land Use

Existing Land Use within the city has steadily evolved over the years to patterns typical with contemporary cities. Central to the City is the downtown core. Higher density residential development surrounds the downtown area giving way to less dense residential development as one moves farther out. Residential development along arterial streets has mostly given way to commercial development throughout the community. Industrial development is mostly isolated and can be mostly found along the East Trail St. and East Wyatt Earp Blvd. corridors.

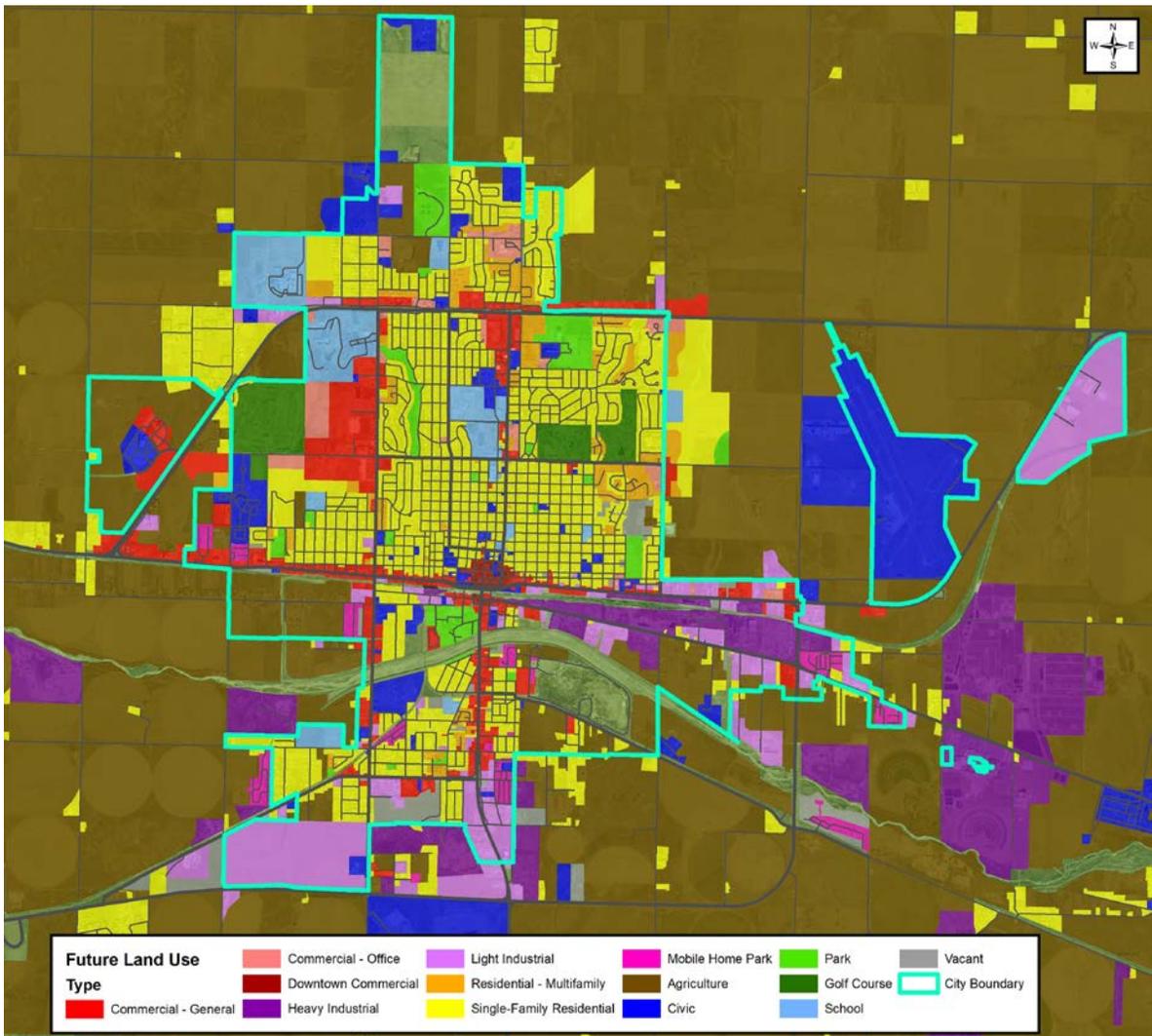
Map 8.1: Current Land Use



Future Land Use

There are opportunities for infill throughout the City that should be prioritized – in both commercial and residential areas. Infilling with compatible development is essential. If new, outward development is deemed necessary, avoiding sprawl should be a priority. There are areas that have been identified for prudent development.

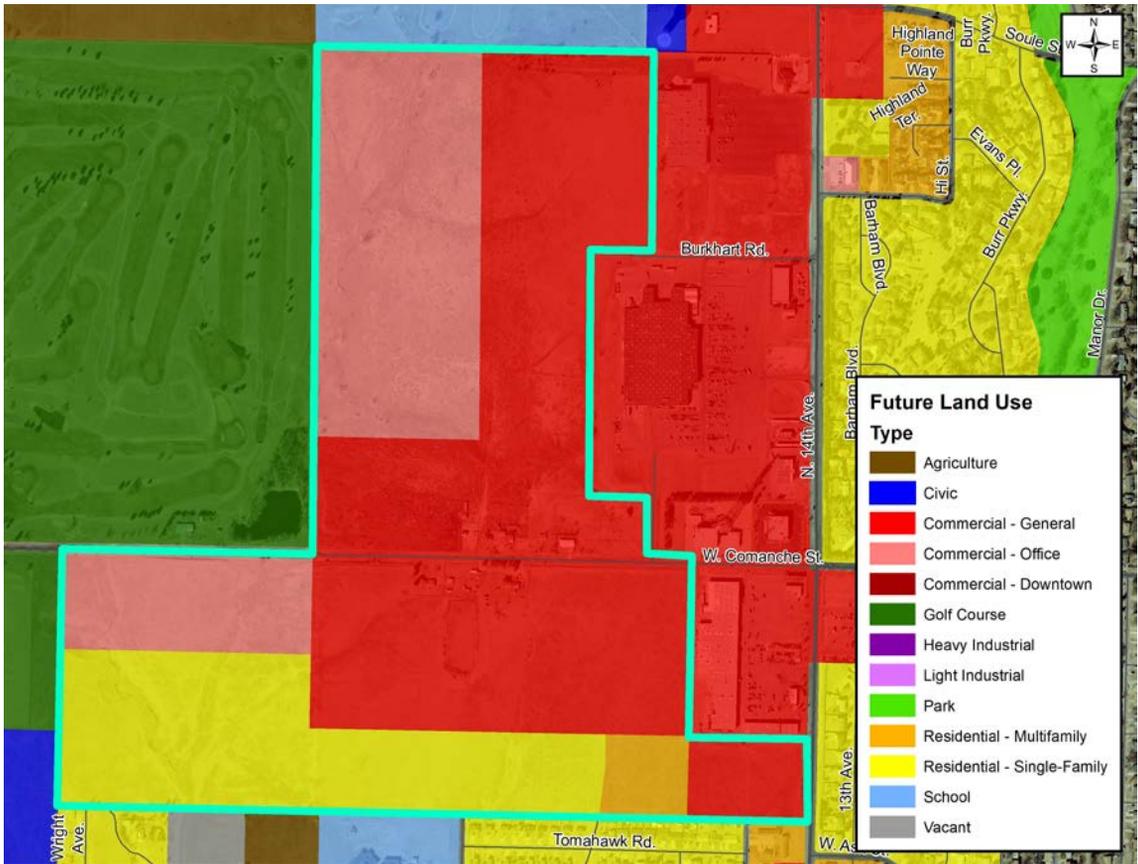
Figure 8.2: Future Land Use



West Comanche St. Corridor

This area of focus essentially has two sub-areas – the eastern portion from 14th Ave heading west to the golf course and cemetery; and then from Matt Down Lane west to the casino and arena. This of course would be dependent upon Comanche St. being extended through Highway 50. Particularly along the entire stretch of Comanche St. and its intersection with Highway 50, this area would be ideal for commercial development. There would also be areas ideal for various types of residential development, decreasing in density as one moves away from Comanche St.

Map 8.3: West Comanche St. Corridor – East Sub-Area



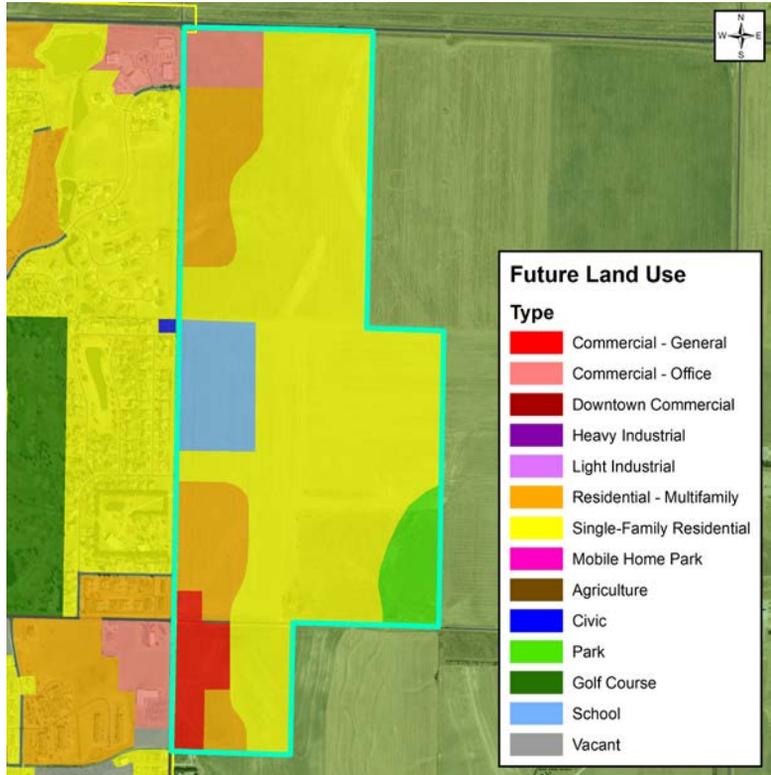
Map 8.4: West Comanche St. Corridor – West Sub-Area



Avenue P

This area of focus stretches from just south of Comanche St. and north to Highway 50. A smaller commercial development located at the intersection of Ave. P and Comanche St. is needed to serve the eastern, central portion of the City. This area would also be ideal for the construction of a new elementary school should the school district need to expand. The remaining areas along Ave. P would be ideal for various densities of residential development.

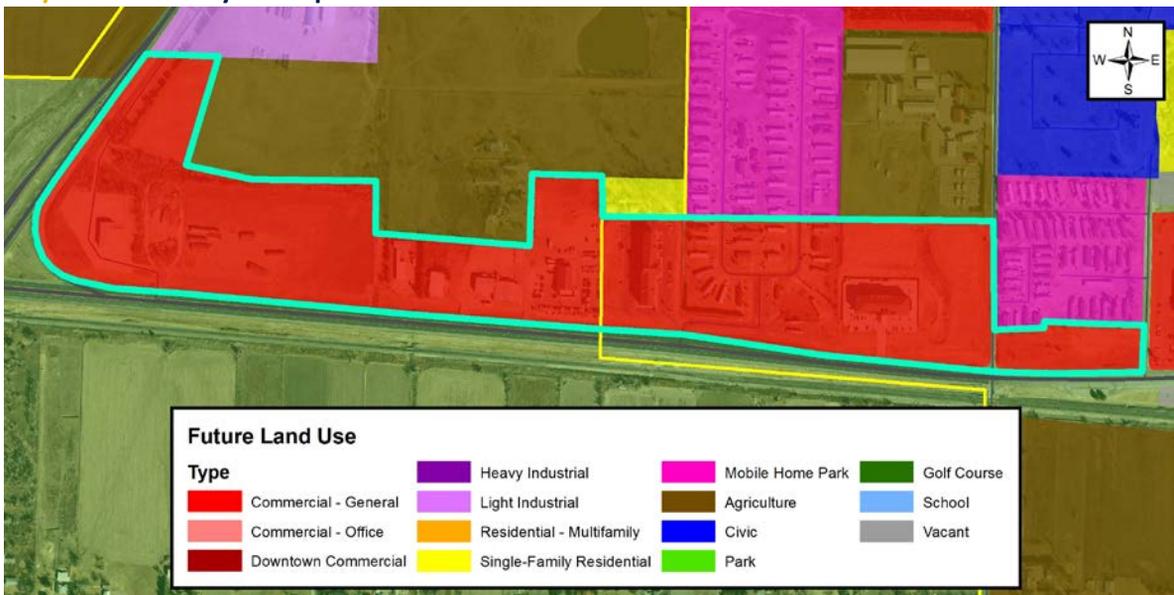
Map 8.5: Ave. P Corridor



West Wyatt Earp Blvd.

This focus area stretches from Matt Down Lane to Highway 50 to the west. There has been some commercial development already in this area, including two hotels and an auto dealership. The remaining properties would be idea for commercial development and redevelopment.

Map 8.6: West Wyatt Earp Blvd. Corridor



North 14th Ave. Development

This focus area primarily includes just under 300 acres the City acquired that stretches from Iron Rd. to Horseshoe Rd to the north and from 14th Ave. to 6th Ave. extended. The area also includes some currently vacant tracts of land farther south and on the east side of 14th Ave. This southern portion of the area would be ideal for commercial or higher density residential development. The larger, primary area would provide ideal locations for a variety of development. The immediate area closest to the intersection of Iron Rd. and 14th Ave. would be best utilized for commercial development. The areas father north and east of said intersection would be ideal for various densities of residential development. There should also be areas of dedicated park space. The City is currently working with consultants on developing a conceptual master plan for this area. Once the City adopts this development master plan, it should be incorporated into the Comprehensive Plan

Extraterritorial Jurisdiction

Cities may adopt zoning regulations affecting an area up to three miles of the city limits if certain conditions are met according to Kansas Statute K.S.A. 12-715b. The requirements established by the statute are:

- The Planning Commission must have appointed two members who reside in the three-mile limit outside the city limits.
Or
- Establish a joint, metropolitan or regional planning commission in cooperation with the county
- The land outside the city limits which is subject to the zoning regulations must have been included in a comprehensive plan.
- The county must have excluded that land from its county zoning regulations.
- The city must notify the board of county commissioners in writing 60 days before initiating the zoning regulations, of its intent to exercise zoning in the three-mile limit.

Presently, development is allowed by the County near the edge of the city boundary. This can present a number of issues for a growing community. As the City grows and expands, it can become disjointed when development occurring outside of the city limits is not congruent with development within the city limits. As additional land and develops become annexed into the City, so potential issues can arise.

Some potential issues are:

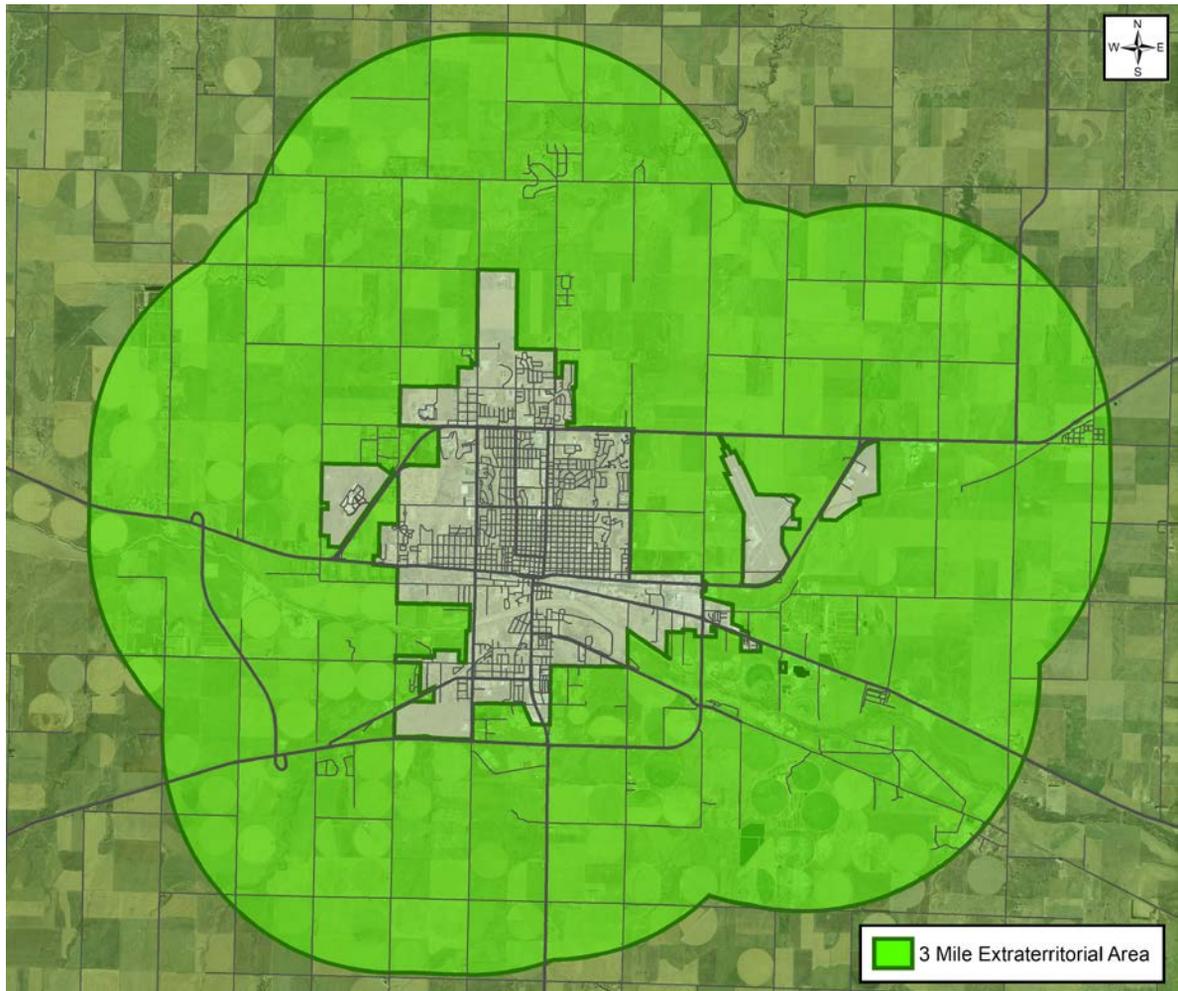
- Future, pragmatic road development can become difficult.
- Developments on either side of the boundary that are uncomplimentary (i.e. industrial next to residential).
- Structures built to different building codes and standards.
- Increased maintenance cost for infrastructure not planned out efficiently.

It is for the reasons stated above that this plan calls for the establishment of a three-mile extraterritorial zone that applies to zoning, subdivision regulation and building code enforcement.

Recommendation

- The City and County should work to come to an agreement to establish a three-mile extraterritorial zone that applies to zoning, subdivision regulations and building code enforcement.

Map 8.7: 3 Mile Extraterritorial Jurisdiction Area



Zoning

The City's current zoning ordinance was initially adopted in 2000 with a few minor revisions in years since. The ordinance as a whole needs substantial updating with several sections needing to be completely reworked to reflect major legal developments as well as changes in planning trends and best practices. The zoning ordinance is in need of replacement and should be highly prioritized.

Appendix A: Tables, Charts, & Maps

Index: Tables, Charts, & Maps

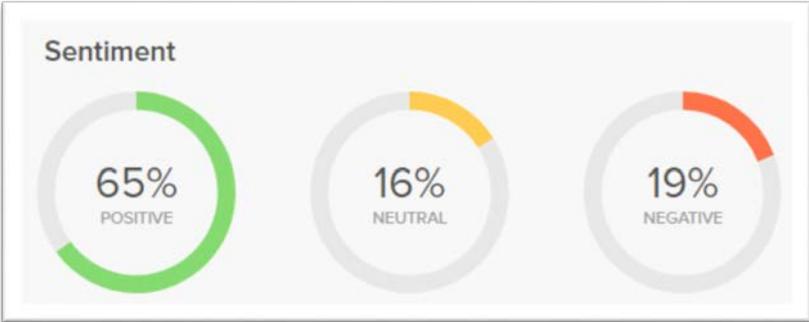
| Chapter 1: Introduction | Page |
|---|------|
| Map 1.1 Boundary Map of Dodge City | 9 |
| Chapter 2: Community Vision, Overview and History | |
| Figure 2.1 Population Change For Dodge City & Other Kansas Cities, 1970-2010 | 12 |
| Chapter 3: Local Economic Conditions & Economic Development | |
| Figure 3.1 Policom Rankings for Dodge City & Other Area Micropolitan Areas | 20 |
| Figure 3.2 Hispanic Population Trend for Dodge City | 22 |
| Figure 3.3 Center for Economic Development & Business Growth Population Projections | 22 |
| Map 3.1 Dodge City STAR Bond District Project Area | 24 |
| Map 3.2 Dodge City Commercial NRP Zones | 26 |
| Chapter 4: Preserving Natural Resources | |
| Map 4.1 Ogallala Aquifer | 31 |
| Map 4.2 Ogallala Aquifer Level Change | 32 |
| Map 4.3 Dodge City Water Wells | 34 |
| Chapter 5: Maintaining & Upgrading Our Public Facilities & Parks | |
| Map 5.1 Dodge City Park System Service Area | 47 |
| Figure 5.1 Mini Parks | 49 |
| Figure 5.2 Neighborhood Parks | 49 |
| Figure 5.3 Community Parks | 49 |
| Figure 5.4 Athletic Complexes | 49 |
| Chapter 6: Transportation System & Infrastructure | |
| Map 6.1 Streets by Pavement Type | 52 |
| Map 6.2 Bike & Pedestrian Paths and Sidewalks | 58 |
| Map 6.3 Dodge City Sanitary Sewer System – City Proper | 59 |
| Map 6.4 Dodge City Sanitary Sewer System – Total | 60 |
| Map 6.5 Dodge City Storm Drainage System | 61 |
| Map 6.6 Dodge City Water Line System | 62 |

Index: Tables, Charts, & Maps

| Chapter 7: Preserving Community Character, Neighborhoods & Housing | Page |
|---|-------------|
| Figure 7.1 Few Waiver Schedule | 67 |
| Map 7.1 Residential NRP Zone | 70 |
| Map 7.2 Rural Housing Incentive Districts | 71 |
| Chapter 8: Future Land Use Planning | |
| Map 8.1 Current Land Use | 74 |
| Map 8.2 Future Land Use | 75 |
| Map 8.3 West Comanche St. Corridor – East Sub-Area | 76 |
| Map 8.4 West Comanche St. Corridor – West Sub-Area | 76 |
| Map 8.5 Ave. P Corridor | 77 |
| Map 8.6 West Wyatt Earp Blvd. Corridor | 77 |
| Map 8.7 3 Mile Extraterritorial Jurisdiction Area | 79 |

Appendix B: Community Engagement Feedback

CoUrbanize Feedback



Top Supported Comments on CoUrbanize

- I would like to see current vacant buildings being updated and utilized.
- I really would like to see more big box stores in the Comanche Plaza area. Bringing Sutherland's and Casey's in is a huge start to this.
- Just along Hwy 50 nice sit down restaurants would be great.
- Comanche street NEEDS to be extended to the Arena/casino. Perhaps having the infrastructure there would then encourage development in the area. Even a simple two lane asphalt or sand road would be better than having no road.
- Continue with planting trees not only in Wright Park but along streets and walking paths in all areas of town.
- Curb side recycle would motivate more people to recycle.

Online Community Survey

| Parks & Facilities – Ratings: | Responses | Weighted Average |
|--|-----------|------------------|
| Dodge City’s Park System - Overall | 151 | 3.13 / 5 |
| Park Amenities - Playgrounds, Ball Courts/Fields, Picnic Tables, Walking Paths, etc. | 150 | 3.3 / 5 |
| Bike and Pedestrian Path System | 149 | 3.24 / 5 |
| Mariah Hill Golf Course | 150 | 3.78 / 5 |
| Recreational Playing Fields | 149 | 3.45 / 5 |
| Public Library | 146 | 3.58 / 5 |
| Longbranch Lagoon Water Park | 149 | 4.07 / 5 |
| United Wireless Arena & Boot Hill Casino Conference Center | 150 | 4.02 / 5 |
| Dodge City Raceway Park | 148 | 3.43 / 5 |
| Legends Park Ball Field Complex | 149 | 4.14 / 5 |

Selected Comments Made if Above Responses were “Below Average” or “Poor”

Many of the parks and playgrounds need updated.

The playground equipment is average; yet, there is not enough shading with trees or coverage. There should be picnic tables and more walking paths. More bike paths are needed. The golf course could benefit from amenities. The library needed more updates, programs, and communication to public.

The playground equipment is average; yet, there is not enough shading with trees or coverage. There should be picnic tables and more walking paths. More bike paths are needed. The golf course could benefit from amenities. The library needed more updates, programs, and communication to public.

Updates need to be made.

Biking/walking paths are basically absent south of Comanche. The library is very deficient in programming.

there are still a couple parks that need updated, specially the south playground on Chilton Park.

| Parks & Facilities – Importance: | Responses | Weighted Average |
|--|------------------|-------------------------|
| Dodge City’s Park System - Overall | 151 | 4.34 / 5 |
| Park Amenities - Playgrounds, Ball Courts/Fields, Picnic Tables, Walking Paths, etc. | 150 | 4.41/ 5 |
| Bike and Pedestrian Path System | 149 | 4.35 / 5 |
| Mariah Hill Golf Course | 150 | 3.44 / 5 |
| Recreational Playing Fields | 149 | 4.16 / 5 |
| Public Library | 146 | 4.45 / 5 |
| Longbranch Lagoon Water Park | 149 | 4.1 / 5 |
| United Wireless Arena & Boot Hill Casino Conference Center | 150 | 3.95 / 5 |
| Dodge City Raceway Park | 148 | 3.44 / 5 |
| Legends Park Ball Field Complex | 149 | 4.13 / 5 |

| Transportation – Ratings: | Responses | Weighted Average |
|--------------------------------------|------------------|-------------------------|
| Bicycle Friendliness | 151 | 3.13 / 5 |
| Public Transportation (Bus Service) | 150 | 3.3 / 5 |
| Wyatt Earp Blvd. Traffic Flow | 149 | 3.24 / 5 |
| North Central Ave. Traffic Flow | 150 | 3.78 / 5 |
| Highway 50 (Old Bypass) Traffic Flow | 149 | 3.45 / 5 |
| South 2nd Ave. Traffic Flow | 146 | 3.58 / 5 |
| 14th Ave. Traffic Flow | 149 | 4.07 / 5 |

Selected Comments Made if Above Responses were “Below Average” or “Poor”

too many big trucks coming through town.

South second is heavily congested at certain time of day because of the plants. 14th is just always congested and should be completely upgraded to a four lane with a center turning all the way to Best western and ihop.

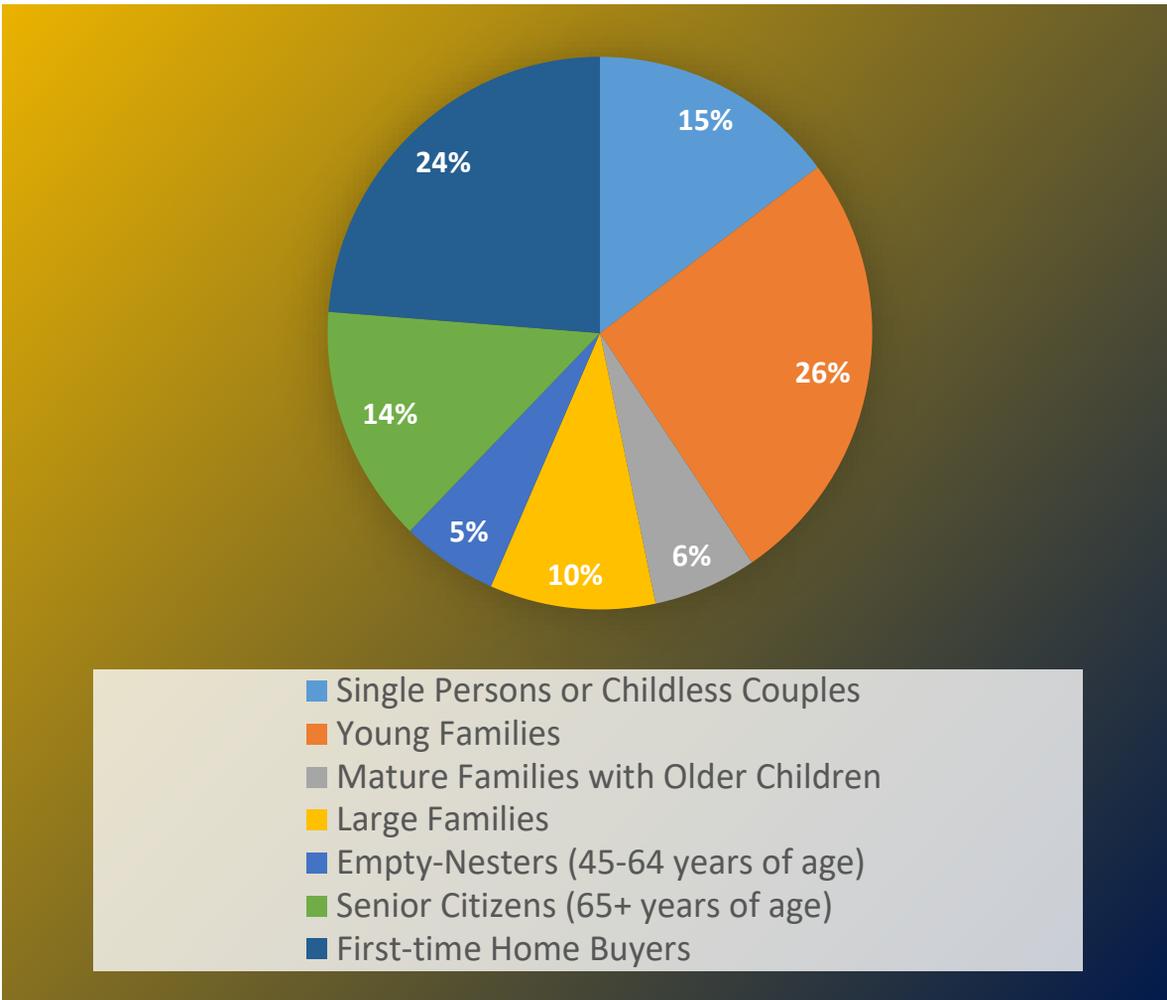
Dodge City needs more side walks.

Stop lights need to have sensors working and not on timer. Stop lights need to be timed to be in sync together not working against others.

City is not bike friendly. Central construction is ridiculous and the bypass should be 4 lanes.”

North Central was improved by adding turning lanes and stop light by mall. Hwy 50 Bypass is a mess -- after all these years, no improvement and large truck traffic. Turn lanes or four lanes needed. Dangerous speeds by semi trucks!!

| Housing – Ratings: | Responses | Weighted Average |
|---|-----------|------------------|
| Availability of Entry Level Housing (under \$100,000) | 124 | 2.62 / 5 |
| Availability of Moderate Housing (\$100,000-200,000) | 124 | 3.31 / 5 |
| Availability of Higher End Housing (over \$200,000) | 122 | 3.73 / 5 |
| Availability of Duplexes, Triplexes | 121 | 2.82 / 5 |
| Overall Quality of Housing Stock | 121 | 2.59 / 5 |
| Quality of Rental Housing Stock | 122 | 2.32 / 5 |
| Cost of Housing Compared to Income | 123 | 2.48 / 5 |
| Housing for Seniors | 122 | 2.6 / 5 |



| Economic Development – Ratings: | Responses | Weighted Average |
|--|------------------|-------------------------|
| Support Services for New Businesses | 119 | 2.77 / 5 |
| Ability to Attract New Businesses | 121 | 2.09 / 5 |
| Support Services for Existing Businesses | 118 | 2.66 / 5 |
| Ability to Retain Young Adults | 121 | 2.1 / 5 |
| Potential for Tourism Growth | 122 | 3.42 / 5 |
| Diversity of Job Opportunities | 120 | 2.44 / 5 |
| Job Creation and Growth | 122 | 2.39 / 5 |
| Strength of Local Industry | 119 | 3.13 / 5 |
| Friendliness of City towards Industry | 121 | 2.76 / 5 |
| Available Industrial Sites | 121 | 3.17 / 5 |

Selected Comments Made if Above Responses were “Below Average” or “Poor”

Dodge City is trying to attract the wrong kind of business. We do not need retail and food service. We need good paying long job opportunities to keep people here. You need to quit giving outside people breaks.

We need new businesses but something that others don't have, or that draws attention to families and teens.

lower taxes on business

When a new business opens -- two businesses close their doors. So, are they supported? I have had business managers complain about the workforce available in DC -- how do we resolve that problem?

Unfortunately it will be hard to make Dodge a "place of tourism and business". Geographically no interstate highways exist in Southwest Kansas, no four year universities, no major healthcare systems, and no major airports. Young adults will be hard to keep without major industries, night life, job opportunities, etc. All of the cities in Western Kansas are facing these challenges.

Improve the environment for new businesses to come in and particularly improve the ability of small businesses to come into existence.

Very few new businesses are coming to Dodge; instead they go to Garden. We need to do something to attract them!

The best way to retain young adults will come from the formation of a 4-year college and diversifying local industry. If young adults can get an education and a job locally they will be more apt to staying local.

The city should support LOCAL businesses first and foremost before bringing in new business. Established local businesses are the foundation to build on top of.

| Urban Design – Ratings: | Responses | Weighted Average |
|--|-----------|------------------|
| Appearance of Downtown Dodge City | 116 | 2.62 / 5 |
| Quality of New Commercial Development | 117 | 3.02 / 5 |
| Wyatt Earp Corridor Appearance | 117 | 3.11 / 5 |
| 14th Ave. Corridor Appearance | 117 | 3.06 / 5 |
| North Central Ave. Corridor Appearance | 116 | 3.13 / 5 |
| Appearance of Walking and Bike Paths | 115 | 3.59 / 5 |
| Availability of Neighborhood Sidewalks | 117 | 2.52 / 5 |
| Overall Design/Layout of Dodge City | 116 | 2.86 / 5 |
| Overall Appearance of Dodge City | 117 | 2.66 / 5 |

Selected Comments Made if Above Responses were “Below Average” or “Poor”

Overall, many pockets of the city are run down and need cleaned up. Much of this is private property not necessarily the cities responsibility.

Front Street apartments and some 2nd ave. business appear unkempt or abandoned. 14th Ave is pretty plain. There is a lack of sidewalks in most neighborhoods, Kids and pedestrian need to walk in the streets. There are a lot of dead trees and roads filled with potholes.

Most neighborhoods do not have sidewalks

If Central is opened to two way traffic that will help but the layout sucks. Wyatt Earp is looking better but there's still many places that just look old and run down. Downtown is the same, too many vacant and poorly maintained buildings. Second Ave should be torn out and paved and allowed to go through to Comanche. Comanche needs to be widened, straightened and completed all the way out to the casino. That was promised a long time ago and has yet to be delivered. No wonder business doesn't want to develop the casino area, the city hasn't done its part.

Sidewalks promote walking. There should be sidewalks on every block in town.

The downtown area could use re-vitalization and a better appearance. This is probably not entirely the responsibility of the city but more on the business owners. It is sad to see a Dodge City Landmark such as the former First National Bank building just sitting empty in disrepair.

There is minimum availability of Neighborhood Sidewalks and Down town DC looks like a hodgepodge of Run down shops and simply unattractive to most tourists and even DC shoppers

Downtown needs some improvements from the Urban Renewal era. This in already in the works and should be a great improvement. The layout of Dodge City has issues with no defined commercial centers. They are spread out making it difficult for commercial developers to determine where to be if they would develop. This isn't a new issue. The commercial areas that are struggling, instead of finding ways to save them, maybe redevelopment into a new use is better for the long term.

| City Government – Ratings: | Responses | Weighted Average |
|--|------------------|-------------------------|
| City Government | 107 | 3.05 / 5 |
| Tax Levels for City Services | 107 | 2.68 / 5 |
| Effective Use of City Tax Dollars | 107 | 2.56 / 5 |
| Local Leadership | 107 | 2.71 / 5 |
| Public Safety - Fire | 107 | 4.21 / 5 |
| Public Safety - Police | 108 | 4.01 / 5 |
| Effectiveness of Zoning and Building Codes | 108 | 3.07 / 5 |

Selected Comments Made if Above Responses were “Below Average” or “Poor”

We pay high taxes in Dodge City and do not see real benefit from them. Our water bills are high. The streets in Dodge need work. We could have a wonderful park and zoo, but focus was on the water park that is used only 4 months out of the year.

Tax dollars need to be used for repairs and improvements.

Need a business license to enforce upkeep on businesses. Police to stop those that speed on 14th street

Very high tax rate for the quality of the infrastructure. Other streets besides Wyatt Earp and 14th need attention.

Our tax levels are high - especially property tax. I believe we are higher than just about anywhere else in the state.

Better code enforcement in regards to people mowing their lawn, painting their homes, keeping the front of their houses more presentable with less trash and overgrown shrubs. Less vehicles parked on front lawns

When a new business opens or comes to town, the landscaping is usually wonderful but then it begins to look desolate as time passes. Can we not enforce landscaping requirements.

Our property taxes are so high it drives people out of town to buy houses, and businesses out of town because of expenses. Yet we say 'why not Dodge' without looking at the actual reason people don't want to stay here. Tax dollars could be used better to maintain roads, help beautify the city. Eisenhower park is a good step in that direction and I was pleasantly surprised when I saw it go up.

We are one of the highest taxed areas in the state but what do we have to show for it. Pot holes all over the place, one major north and south road, 14th. 6th doesn't go all the way, central doesn't go all the way south, it's not your fault but learn to plan for the growth.

| Environment – Ratings: | Responses | Weighted Average |
|---|------------------|-------------------------|
| Water Conservation | 102 | 3.02 / 5 |
| Stormwater and Erosion Control Management | 101 | 3.17 / 5 |
| Conservation of Open Spaces | 103 | 3.12 / 5 |
| Recycling Program | 103 | 2.85 / 5 |
| Water Reclamation and Reuse | 102 | 3.29 / 5 |

Selected Comments Made if Above Responses were “Below Average” or “Poor”

there should be a pickup of recycling with normal trash pickups, most of the trucks have a recycling logo on them, but you have to go our of your way to find a drop-off. it could be helpful even if it is only a monthly pickup not weekly.

Too much watering of lawns which then have to be mowed more. Easier to find recycling and to know what can be recycled would be nice. Also, when green spaces become available, especially ones that are questionable to build a small house on, it would be nice if the city could acquire it and make a small local park for the entire neighborhood to enjoy.

Would love curbside recycling!

A permanent location in S. Dodge to leave recycling. Better location for main recycling center.

Want recycling available at apartment complexes and such.

I think that we do a good job with recycling but would really like to see a curbside pickup system.

Some places still flood when it rains a lot.

Many sprinkler systems in city parks and areas water the streets and parking lots. Or spray onto buildings. The Depot and El Capitan are both covered in hard water stains. Even wyatts legs. The downtown are looks really good, bit maybe it doesn't need watered SO much. Maybe go away from fescue grass and transition to buffalo grass. With little water it stays green and doesnt need mowed as often.

Drop off sites for CREW are a mess. People drop all there crap and trash. They are horrid on weekends, overflowing. Need weekend pick up. I know City has tried to educate but something more is needed. The CREW center is gross, to small and not well maintained either lots of trash in front of building during business hours by loading docks. Parking lot is not maintained well.

Curbside recycle pick up is a must to expand recycling in our community.

| Community Services – Ratings: | Responses | Weighted Average |
|--------------------------------------|------------------|-------------------------|
| Daycares | 103 | 2.68 / 5 |
| Medical Services | 104 | 2.55 / 5 |
| Support Services for New Residents | 103 | 2.68 / 5 |
| Activities for Youth | 104 | 2.79 / 5 |
| Activities for Seniors | 105 | 2.88 / 5 |
| Services for Seniors | 103 | 3.00 / 5 |

Selected Comments Made if Above Responses were “Below Average” or “Poor”

The healthcare is good but we need to attract more providers. The daycares are good too but again their seems to be a shortage of providers. The shortages in these areas along with teacher shortages should be our top priority.

just not enough things for our youth to do.

Have rec youth services again instead of only YMCA. I am not impressed with how the y runs sports. The Rec used to do an amazing job.

Most people are doctoring in Wichita due to the lack of good physicians and care here. Where do people find out about all the possible services in Dodge?

When I was a new resident I went to the City and Chamber for resources to help find housing as well as things to do and groups to be a part of and no one was able to help me at either place. There needs to be a new resident packet available for those that look for it. Guides on how to hook up all utility services need, a list of realtors and reputable landlords. Some sort of events list. Maybe a welcome tour if requested.

We need to improve our reputation in Dodge City for health care.

We need more daycare providers that will take payments and children under 2 years of age.

I don't think our lack of medical needs an explanation. Again.....only one surgeon and Hays has 5 or 6 or? for example? Why.....their wives don't want to live here. They don't want to deal with a huge amount of patients not speaking English. I am sure there are a lot of reasons besides that as well.

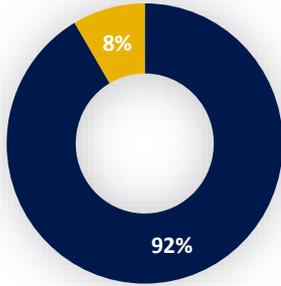
There's nothing except a seasonal waterpark for young people. Let's face it they don't go to the park like we used to

Finding safe and reliable child care in this community is a nightmare.

A better YMCA facility

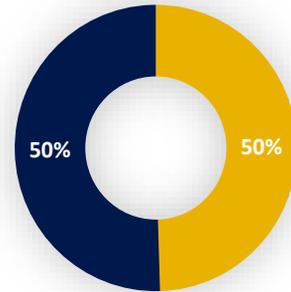
I feel like the medical field is probably one of the biggest shortcomings of Dodge City at this point. There is very limited access to quality specialists in Dodge City and many people have to or choose to travel to Wichita for specialty medical care.

Is strengthening
Downtown important
to you?



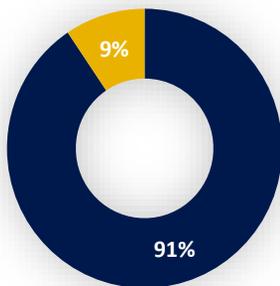
■ Yes ■ No

Is the City doing a good
job revitalizing
Downtown?



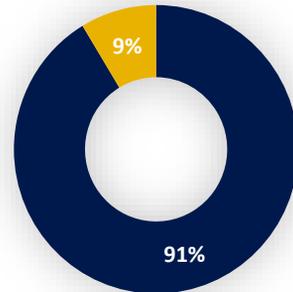
■ Yes ■ No

Is the preservation of
Dodge City's Historic
District and sites
important to you?



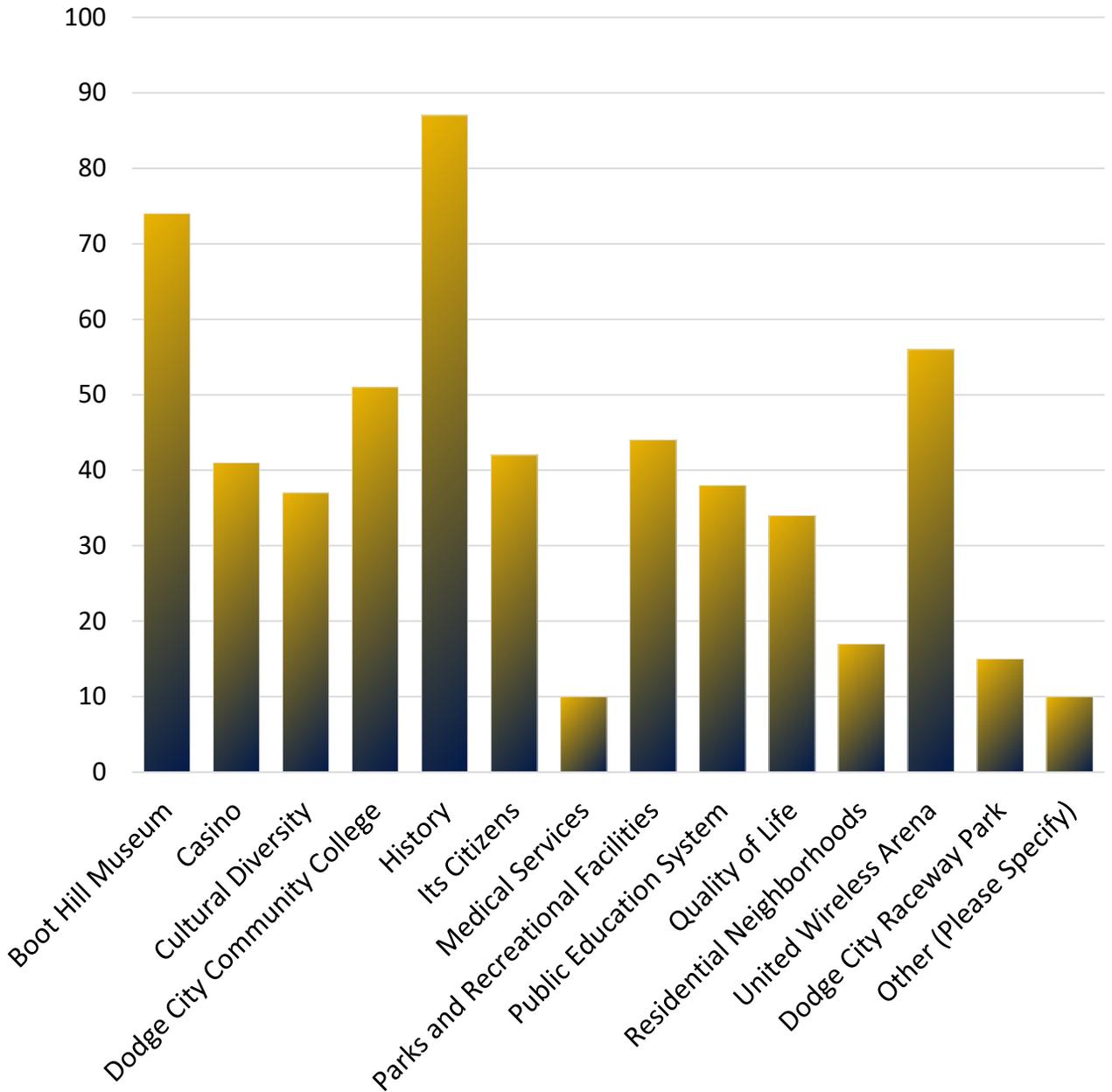
■ Yes ■ No

Should the City be
involved in Revitalizing
Downtown?

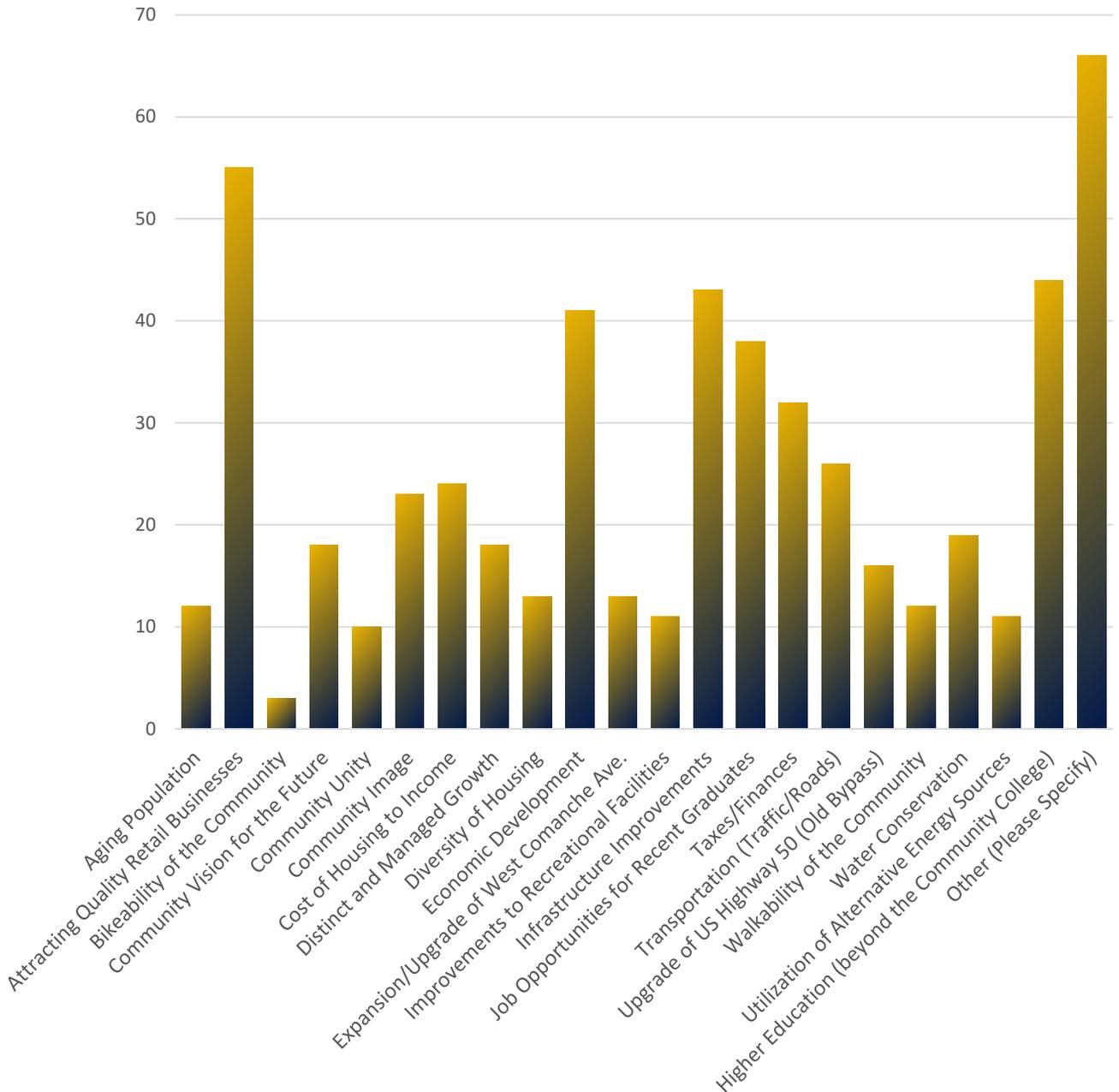


■ Yes ■ No

What do you believe Dodge City's greatest Assets?



What do you believe are the most important issues or projects facing Dodge City in the next 10 years?



Please let us know any additional comments you may have regarding Dodge City.

Many respondents will ask for more growth and businesses. I like the size we are. From an employment stand point, more retail growth would only create more problems. Many want us to be like Garden City with retail development, no thanks. Let's grow but in the right areas.

Improvements must be made to attract business to the area.

We need long term job opportunities, not retail jobs.

I love dodge city. Like I said before I want to move back there. But I cannot possibly move back after I graduate college if the economy is the way it is now. I pray dodge can pull through. We need more people, we need people who can stimulate the economy, we needed these types of people yesterday...

When I was a new resident I went to the City and Chamber for resources to help find housing as well as things to do and groups to be a part of and no one was able to help me at either place. There needs to be a new resident packet available for those that look for it. Guides on how to hook up all utility services need, a list of realtors and reputable landlords. Some sort of events list. Maybe a welcome tour if requested.

The City needs more SHOPPING!

Only 1/2 of these are government responsibilities. Maybe this is why our taxes are so high. The city is trying to do things that the private sector should be doing.

Just clean up the city, fix street and potholes. That needs to be first.

We're a young married couple hoping to have kids in the next few years, and I really do like the city. We moved here for a job opportunity and I've fallen in love with the potential of this city and the rich history and enthusiasm here. I just wish it looked better and people felt better about their home. When things look better, I think people can finally be proud of the city and be more excited about living here. But entry housing is... Very poor. Houses are run down, apartments are expensive. What houses that aren't run down are \$150-200k and just out of our price range as first time home buyers. I don't want to leave the city, I really want to stay here but unless something changes we just won't have a choice.

Please fix the streets.

DOWNTOWN. such a cool area that's full of trash. Garden City has an amazing downtown and we have 1 nice coffee shop that was able to make it happen.

Our community is mainly large young families. Get a director of housing and keep these families in houses. Even row homes, whatever will provide that basic human service. Make community recycling mandatory and create a dept of waste management that would be self sufficient. Stop blaming and shaming and put homeowners in touch with resources to paint or maintain their houses. Stop supporting the minority casino and make a Hispanic hub for regional entertainment. Plan and administrate for area farmers to have a market in the summer. Make a real effort to draw support businesses to help our beef industry. Leather companies, glue factories, milk producers, etc

You only asked for comments when the scores were two or under, so that the only feedback you receive is negative and could color the survey to sound like people just have nothing but complaints. I love this city, I love the people. The diversity is wonderful! We have such a melting pot right here in the Heartland and it's encouraging to see everyone working together to try to make this city a better place.

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: June 12, 2019
Subject: Resolution No. 2019-17
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2019-17

Background: The Kansas Open Records Act requires that every city must appoint a Local Freedom of Information Officer. Currently that person is Nannette Pogue. The new person to be appointed will be Connie Marquez.

Justification: It is required by KORA for each City to appoint a Local Freedom of Information Officer.

Financial Considerations: None

Purpose/Mission: To promote open communications, honesty and integrity.

Legal Considerations: None

Attachments: Resolution No. 2019-17.

RESOLUTION NO. 2019-17

A RESOLUTION APPOINTING A LOCAL FREEDOM OF INFORMATION OFFICER FOR THE CITY OF DODGE CITY, AND PROVIDING FOR THE OFFICER'S DUTIES.

WHEREAS, the City of Dodge City believes the appointment of a Local Freedom of Information officer to assist the public with its open records needs is good for public service and facilitates the public policy of open government.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS on this 17th day of June, 2019:

SECTION 1. Appointment. Connie Marquez is hereby appointed as the Local Freedom of Information Officer and charged with all of the statutory duties prescribed by KSA 45-226.

PASSED AND APPROVED by the governing body of the City of Dodge City, Kansas, on this 17th day of June, 2019.

MAYOR

ATTEST:

CITY CLERK

Memorandum

*To: City Manager
City Commissioners*

*From: Corey Keller, Director of Public
Works*

Date: June 12, 2019

*Subject: Professional Services for
Agreement with Metropolitan
Energy Center Inc.*

Agenda Item: New Business

Recommendation:

It is staff's recommendation to enter in to agreement with Metropolitan Energy Center Inc. (MEC) to receive 2018 Diesel Emissions Reduction Act (DERA) grant funding. These grants were made available to assist in purchasing alternative fuel vehicles through the EPA.

Background:

In 2018, staff was notified of grant funding opportunities made available through the DERA grants and the EPA. In June of 2018 staff began working with MEC to assist in applying for the DERA grant funds which consisted in submitting information on the City's fleet of vehicles and replacement timelines. In January of 2019 staff was notified that the City was awarded up to \$85,000.00 in DERA grant funds to assist in purchasing a Compressed Natural Gas (CNG) trash truck.

In addition staff continues to work with CNG station developers and Black Hills Energy to develop some type of CNG station for Dodge City. Without a CNG station in Dodge City there will be no opportunity to fuel the truck. There are other options if no agreement can be made with a station developer and we are currently looking at temporary options for filling station until we can add more vehicles of this type to our fleet.

Justification:

By entering into this agreement Clean Cities can offer additional resources to assist the City in developing a CNG station. If no station can be agreed upon the agreement can be altered to assist in purchasing a different type of alternative fuel vehicle. If for some

reason another type of vehicle cannot be purchased with in the budgeted amount then the agreement can be terminated.

Financial Considerations:

At this time the agreement has no monetary value. There is \$255,000.00 budgeted in the Sanitation fund to purchase a new trash truck in 2019. MEC will also fund \$85,000.00 maximum funds to cover the costs of the CNG conversion for a total of \$340,000.00 for the purchase of a CNG trash truck. In addition one requirement of the agreement is that city has to become a member Clean Cities Coalition for a period of 5 years at \$500.00 a year.

Legal Considerations:

Legal staff has reviewed the document and is in agreement with the contents.

Attachment:

Metropolitan Energy Center Inc. Professional Service Agreement

PROFESSIONAL SERVICES AGREEMENT

| | |
|--|---|
| Subrecipient: <i>City of Dodge City</i> CONTACT: <i>Melissa R. McCoy, Assistant City Manager/Public Affairs</i> PHONE: 620-225-8100 EMAIL: melissam@dodgecity.org | Contracting Agency: Metropolitan Energy Center 31 W 31 St Kansas City, MO 64108 |
| | PO# S-18D03 |
| | Project Director: Kelly Gilbert Phone: 816-531-7283 Email: kelly@metroenergy.org |
| | Award Name: Mid-America Clean Diesel Program |
| Award Number: DE-97766401 | |
| CFDA Number: 66.039 | |

This Professional Services Agreement (“Agreement”) is by and between Metropolitan Energy Center, Inc., hereinafter referred to as "MEC", and the CITY OF DODGE CITY ("Subrecipient"), and is effective this 31st day of January 2019.

Background

WHEREAS, MEC has been awarded a Cooperative Agreement Award No. DE-97766401 (the “Award”) with the U.S. Environmental Protection Agency (“EPA”); and

WHEREAS, the EPA Award was based upon MEC’s proposal (the “**Proposal**”); and

WHEREAS, MEC desires to contract with the Subrecipient so that the Subrecipient can support the performance of the EPA Award; and

WHEREAS, the Subrecipient is willing and able to provide support in the performance of the EPA Award to MEC in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. THE AGREEMENT

As used herein, the term “Agreement” shall mean, include and consist of this agreement, the Exhibits attached hereto, the Provisions Incorporated by Reference (collectively the “Contract Documents”). The Exhibits to this Agreement, all of which are incorporated herein by reference, are as follows:

- Exhibit A Scope of Services;
- Exhibit B Budget for Services;
- Exhibit C Subrecipient Fleet Data Worksheet
- Exhibit D Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters; and Drug Free Workplace Requirements;

- Exhibit E The EPA Cooperative Agreement (as amended by Modification No. 1);
- Exhibit F EPA General Terms and Conditions Effective April 27, 2017;
- Exhibit G RESERVED; and
- Exhibit H Prime Recipient application/proposal as approved by EPA dated September 21, 2018.

2. **SCOPE OF SERVICES**

Subrecipient shall perform and accomplish in compliance with the requirements of the Proposal and Award, and in a manner satisfactory to MEC, those tasks described in the Scope of Services set forth in Exhibit A, (the “Services”). The Subrecipient shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

3. **TIME OF PERFORMANCE**

- A. Term - Subrecipient shall begin performing the Services on the issuance of a Notice to Proceed by MEC and shall work diligently to complete the Services by October 31, 2020, to the satisfaction of MEC, in accordance with the terms provided herein.
- B. Extension of Term - The time frame for the completion of the Services under this Agreement may be extended at MEC’s sole discretion upon request by the Subrecipient timely submitted no later than 60 days prior to the then current date for completion of services. Any request for an extension of time to complete the Services shall be made in writing to MEC. The Subrecipient shall provide to MEC, upon request, documentation to substantiate the justification for additional time needed to complete the Services. MEC shall provide the Subrecipient with written notice of its decision within thirty (30) days of the date that MEC received the written extension request.

4. **BUDGET**

Attached hereto as Exhibit B and made a part hereof is Subrecipient’s budget corresponding to the Services, which budget is approved by EPA for the use of funds awarded to MEC for performance of the Services (the “Budget”). The Subrecipient agrees to perform all Services under this Agreement in conformance with the Budget, including upholding the financial commitment (\$255,000) corresponding to the Local Cost Share amount and equating to 75% of Subrecipient total project cost.

5. **COMPENSATION**

- A. Maximum Obligation - During the term of this Agreement, the compensation paid by MEC to Subrecipient for all Services specified herein shall not exceed \$85,000, corresponding to the Federal Reimbursement amount in the Budget. Reimbursement shall be made as a percentage of all eligible costs, with 75% being applied to the required Local Cost Share amount.
- B. Method and Time of Payment - Payment shall be made in the following manner:

- (i) Subrecipient shall submit invoices to MEC no more frequently than monthly. All invoices shall (a) provide an itemization of vehicles and equipment purchased; (b) provide copies of bills of sale, vehicle titles and CARB or Smartway certification for new vehicles or equipment purchased; (c) provide a summary of all other direct costs incurred by Subrecipient in performance of Services; and (d) other information identified on MEC's subrecipient invoice form. Further, Subrecipient must provide invoices detailing any sales or other disposition of scrapped vehicles and/or equipment. Such sales are considered Program Income under EPA Programmatic Terms and Conditions, Sections E.8.3.5 and E.8.3.6. All invoices will be based on actual cost incurred.
- (ii) MEC will reimburse Subrecipient within sixty (60) calendar days after MEC's approval of each invoice.
- (iii) In order for MEC to release payment on each invoice, Subrecipient must be current on all program documentation required under the Services.
- (iv) In no event shall MEC be obligated to pay any invoices for work exceeding the scope of (i) the Services or (ii) the Budget, unless both MEC and the EPA have previously approved such changes in writing.
- (v) Subrecipient shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for the minimum period required by 2 CFR 200.333 (generally a minimum period of three (3) years after the date of submission of the final expenditure report with certain exceptions specified in the regulation). Cost records shall be clearly identifiable and readily accessible to authorized representatives of MEC or of the Government pursuant to 2 CFR 200.336 for inspection and audit.
- (vi) Unless specifically identified in this Agreement, MEC shall not be responsible for any additional costs and expenses incident to Subrecipient's performance of the services hereunder including but not limited to, costs of equipment provided by the Subrecipient, all fees, fines, licenses, bonds or taxes required of or imposed against the Subrecipient and any other of Subrecipient's costs of doing business.

C. Compensation After Termination - In the event that this Agreement is terminated as provided herein, the Subrecipient shall solely be compensated for such sums as are due and unpaid to the Subrecipient for Services provided, properly invoiced and recognized as allowable by MEC up to the effective date of the termination. The Subrecipient shall submit its termination settlement invoice within thirty (30) days of the date of written notice of termination. The Subrecipient and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

D. Appropriation of Funds; Disqualified Costs. Subrecipient acknowledges that funds expended for the purposes of the Agreement pursuant to the EPA Award are appropriated by State and/or Federal sources. In the event that such EPA Award funds are not appropriated, or in the event that the EPA shall determine for any reason that it will not provide further funds to MEC under the EPA Award, MEC shall give Subrecipient immediate notice in writing

Commented [A1]: 2 CFR 200.333 says that "Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:
 (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

of the same, and this Agreement shall automatically terminate without penalty or termination costs within ten (10) calendar days of Subrecipient's receipt of such notice (and upon giving such notice MEC shall not, in any event, be deemed in default hereunder). In such event, MEC will pay to Subrecipient all amounts due and owing Subrecipient for undisputed invoiced Services performed, provided that Subrecipient is not otherwise in default of this Agreement, for which MEC has received funding from the EPA; however, MEC shall not be obligated to pay to Subrecipient any costs for which MEC has not received reimbursement from the EPA. Subrecipient acknowledges and agrees that the EPA, in its sole and absolute discretion, may seek to recapture all or a portion of the EPA Award funds expended pursuant to this Agreement. In such event, Subrecipient shall tender to MEC the full amount of any repayment of EPA Award funds so disqualified by the EPA within the time period prescribed in the Recapture Notice from MEC detailing the known basis of such disqualification and the amount and terms of any such repayment request (the "**Recapture Notice**"). Should Subrecipient fail to tender any repayment to MEC within the time period prescribed in the Recapture Notice, Subrecipient shall be deemed in default hereunder. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend this Agreement.

6. **INDEPENDENT CONTRACTOR** Subrecipient will act as an independent contractor in the performance of the Services under this Agreement and not as an employee, agent, joint venture, or partner of MEC. Nothing in this Agreement shall be construed as creating or establishing the relationship of employer and employee between MEC and the Subrecipient or between MEC and any employees or agents of the Subrecipient. The Subrecipient retains the right to perform services for the general public during the term of this Agreement.
- A. **Fees, Taxes and Benefits**. Subrecipient shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from Subrecipient's activities under the terms of this Agreement. The Subrecipient and its employees/agents are not covered by the MEC Workers Compensation Insurance Policy, MEC liability insurance policies, MEC personnel policies, MEC performance evaluation and compensation systems or any MEC employee group benefit program.
- B. **Liability of Subrecipient for All Services**. Subrecipient shall be liable for the performance of all Services under this Agreement and all work performed and materials supplied under any collateral agreements relating the Services, whether such Services, work or materials are performed or provided by Subrecipient or by its subcontractor. Subrecipient shall further be responsible for all costs associated with the performance of the Services, and materials supplied pursuant to this Agreement and by itself or any subcontractor, to the extent such costs exceed the Budget or are disqualified by MEC or the EPA.
- C. **Subrecipient Supervision and Liability**. Subrecipient shall supervise and inspect the results and products of all Services performed by all its subcontractors and shall be obligated and liable for completion of all work by the subcontractors in accordance with the terms of this Agreement. Approval by MEC of a subcontractor shall in no way release the Subrecipient of its responsibility to fulfill its obligations under this Agreement, whether performed by Subrecipient or any subcontractor.
- D. **Terms of Subcontracts**. All subcontracts shall include a clause identifying MEC as a third-party beneficiary of the subcontract, shall include a clause indemnifying MEC from all liability in connection with any Services performed under such subcontract, shall name MEC as an additional insured, and shall require the subcontractor to secure and maintain all insurance

as set forth in this Agreement or required by the EPA Award (except and unless agreed to in writing in advance by MEC). All subcontracts shall include any Flowdown Clauses identified in paragraph 6 below.

7. COMPLIANCE WITH FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

Subrecipient shall comply with applicable Federal, State and local laws, regulations and ordinances, Executive Orders, OMB Circulars, and agency requirements in the performance of all work under this Agreement. Subrecipient shall obtain all necessary Federal, State and local permits, authorizations, and approvals of all work performed under this Agreement.

8. FEDERAL AND/OR STATE TERMS AND CONDITIONS

- A. All terms and conditions of the EPA Grant (as hereinafter defined) are hereby incorporated by reference into this Subaward. The EPA Grant award/agreement consists of the Cooperative Agreement, plus the Flowdown Clauses as defined below (collectively, the “EPA Grant”).
- B. The following are incorporated by reference into this Subaward: (i) the EPA Grant clauses and requirements specifically identified in this Subaward, including all Exhibits and attachments; and (ii) even if not specifically identified in this Subaward, any and all clauses that are required by the EPA Grant or other applicable Federal, State, or local law, regulation, ordinance, Executive order, OMB Circular, or other agency requirement to be included in any subaward (collectively, the “Flowdown Clauses”).
- C. The Flowdown Clauses specifically identified in this Subaward include, but are not limited to, the following:
- i. EPA General Terms and Conditions Effective April 27, 2017 or later https://www.epa.gov/sites/production/files/201704/documents/epa-general_terms_and_conditions.pdf (included in this document as Exhibit F).
 - ii. FY2017 National Clean Diesel (Diesel Emissions Reduction Act) Programmatic Terms and Conditions https://www.epa.gov/sites/production/files/2017-6documents/dera_fy_17_national_terms_and_conditions.pdf (included in this document as Exhibit G).
 - iii. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 and 2 CFR 1500 at <http://www.eCFR.gov>.
 - iv. Prime Recipient application/proposal as approved by EPA dated 1 October 2017.
 - v. The Clauses required by Appendix II to 2 CFR Part 200;
 - vi. 40 CFR Chapter 1 Subchapter B.
 - vii. 2 CFR Part 180 Subpart C.
- D. The “Flowdown Clauses” shall apply whenever this form is incorporated by reference into any subaward, order, subcontract, purchase order (“PO”), agreement, other contractual document, or any quotation or solicitation (hereinafter referred to as “RFQ/RFP”) entered into or issued by the Prime Awardee or the Subrecipient.
- E. As used in the Flowdown Clauses, the term “contract” or “award” shall mean this Subaward, the terms “Government,” “Contracting Officer,” and the like shall mean the Prime Awardee, the term “Contractor” shall mean the Subrecipient, and the term “COTR” or “COR” and the like shall mean the Prime Awardee’s technical point of contact, except that the terms “Government,” “Contracting Officer,” and the like do not change: (1) when a right, act, authorization, or

obligation can be granted or performed only by the Government; or (2) when access to proprietary financial information is required.

- F. When any of the Flowdown Clauses specify a period of time within which the Prime Awardee is to provide any notice, information, or document to the Government, the Subrecipient must provide any such notice, information, or document to the Prime Awardee within a sufficiently shorter time in order to provide the Prime Awardee a reasonable opportunity to consider the Subrecipient's material and prepare its own submission before the EPA Grant deadline.
- G. The Subrecipient shall include the Flowdown Clauses and insert the provisions of this Article in all lower tier subawards or subcontracts, either verbatim or in substance, and by incorporation by reference or otherwise as appropriate.
- H. The Subrecipient hereby certifies to the same Certifications and Representations as were set forth in the EPA's Funding Opportunity Announcement. All such Certifications and Representation are hereby incorporated by reference into this Subaward.

9. **REQUIREMENT FOR DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS.**

- A. Subrecipient must provide to MEC its DUNS number and maintain a current DUNS number. Failure to provide and maintain a current DUNS number may result in termination of the Agreement under Section 16.
- B. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **NO LIENS**

In the event that any mechanic's lien or materialmen's lien is filed against any property upon which Services are performed (by Subrecipient or any subcontractor), Subrecipient shall promptly cause such lien to be satisfied and released and shall provide evidence thereof to MEC.

11. **WARRANTIES FOR PRODUCTS AND SERVICES**

Unless otherwise agreed by the parties hereto, the Subrecipient warrants that materials used to complete the Services contemplated hereunder will conform to any specifications, drawings, samples or other descriptions specified by MEC or required by the EPA, and that all items will be new or like-new, merchantable, of good material and workmanship and free from defect. Subrecipient further warrants that all materials installation methods shall comply with applicable building codes, manufacturers' specifications and applicable performance specifications and standards, if any. Such warranties, together with Subrecipient's Services representations as described in this Agreement shall survive inspection tests, acceptance of and payment for items and shall run to MEC, and its successors and assigns. Notice of any defect or nonconformance shall be promptly given by MEC to the Subrecipient, in writing, within twelve (12) months after acceptance. MEC may, at its option, following a reasonable opportunity for the Subrecipient to cure a defect, return for credit or require prompt correction or replacement of any defective or nonconforming items or have the defective item corrected or replaced at the Subrecipient's expense, provided that such replacement item is of comparable material and quality, in accordance with the specifications set forth in this Agreement. Items required to be corrected or replaced shall be subject to all terms

and conditions of this Agreement. The warranties set forth in this paragraph shall not be extended as a result of the repair or replacement of any such defective item.

12. PERFORMANCE BOND AND PAYMENT BOND

Prior to commencing the performance of any Services hereunder, Subrecipient shall cause to be maintained a performance and payment bond in a form approved by MEC, in an amount equal to the cost of labor and materials required under this Agreement and as detailed in the Budget. Contractor shall maintain the performance and payment bonds until one (1) year following the date that Services hereunder are completed. The performance and payment bond for such services shall name MEC as obligee, and such bond shall be delivered to MEC by Subrecipient. No other party shall be named as co-obligee on any of such bonds except with the prior written consent of MEC.

13. CLEAN CITIES MEMBERSHIP AND REPORTING

For a period of no less than five (5) years from the date of this Agreement, Subrecipient will maintain membership with Kansas City Regional Clean Cities Coalition or Central Kansas Clean Cities Coalition; and perform duties required by membership, including a) providing data and information for the Clean Cities Annual Report, b) providing data for a quarterly price report, if applicable, and c) making appropriate personnel available at least once per year for alternative fuel best practices sharing to other members via webinar, seminar, case study, or other method.

14. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT AND OWNERSHIP OF DOCUMENTS

Except as specifically provided in this paragraph, Subrecipient acknowledges that it is bound by the provisions of 2 CFR 200.315, 37 CFR Part 401, and 35 USC Sections 200-212, which grant certain rights in Intellectual Property prepared under this Agreement. and which are incorporated by reference herein.

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all intellectual property rights, designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in MEC upon payment to the Subrecipient for all Services rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby assigns to MEC all right, title and interest in any Work Product, including any copyrights or other intellectual property therein.

15. PUBLIC RELATIONS AND APPROVALS

- A. Neither the Subrecipient nor its employees, agents, representatives, contractors, subcontractors or affiliates shall issue any media releases, public announcements or public disclosures of any kind (including, but not limited to, promotional or marketing material) relating to this Agreement or the Services without prior written consent of MEC. This paragraph shall survive the expiration or earlier termination of this Agreement.
- B. MEC agrees it will not make any press release or other formal publicity, nor conduct any marketing activities directly related to the work by Subrecipient under this Agreement without first consulting with Subrecipient.
- C. Marketing or publicity efforts by Subrecipient must be sent for approval by email or postal

mail to Project Director to the following address or email address, or through any means, electronic or otherwise, agreeable to both Project Director and Subrecipient:

Kelly Gilbert
Metropolitan Energy Center
31 W 31 St
Kansas City, MO 64108
kelly@metroenergy.org

- D. Except where MEC is obligated by a primary contract to obtain such approvals from the EPA, Project Director will make comments or approve marketing or publicity efforts within 10 working days. With time-sensitive publicity and marketing efforts, the Project Director will endeavor to make comments or approvals as quickly as possible.

16. CONFLICTS OF INTEREST

- A. Subrecipient hereby certifies that the company and any personnel assigned to work for MEC under this Agreement are not involved in other community projects that would pose a conflict to the Subrecipient's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Subrecipient shall notify MEC immediately in writing and discuss the potential issues and work with MEC to address any potential issues arising from the situation. MEC retains the final sole discretion to determine whether a conflict exists and the appropriate steps to be taken in the event of a conflict.
- B. The Subrecipient covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

17. INSURANCE

- A. The Subrecipient shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Subrecipient from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Subrecipient and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Subrecipient shall also maintain professional liability insurance to protect the Subrecipient against the negligent acts, errors, or omissions of the Subrecipient and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.
- C. The Subrecipient's insurance coverages shall be for not less than the following limits of liability:
 - (i) Commercial General Liability: \$1,000,000.00 per claim up to \$2,000,000.00 in aggregate;

- (ii) Automobile Liability: \$1,000,000.00 per occurrence;
 - (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
 - (iv) Professional Liability (Errors and Omissions): \$1,000,000.00, each claim and in the annual aggregate.
- D. The Subrecipient shall, upon request at any time, provide MEC with certificates of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name MEC as an additional insured.
- E. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- F. As between Subrecipient and MEC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

18. **INDEMNIFICATION**

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless MEC and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, providing that any such claim, damage, loss or expense is not attributable MEC's act of negligence or deliberate intention to cause harm.

19. **CONFIDENTIALITY**

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other or to the agency pursuant to applicable federal regulations, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. Subrecipient may be asked to use the Internet as a means for communicating about matters concerning this Agreement. Any such communication could be randomly intercepted and

otherwise used or disclosed by anyone, including someone specifically interested in MEC's matter or business. To facilitate the performance of Subrecipient's services under this Agreement, MEC approves the use of Internet communications, but requests caution regarding the use of Internet communications for sensitive communications.

- E. Remedy. If Subrecipient commits a breach of the above provisions, MEC may enforce any right it may have at law for damage in, and in addition, shall be entitled, as of a matter of right to have such provisions specifically enforced by any Court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to MEC and that money damages will not provide an adequate or complete relief to MEC. MEC shall have the right to enforce its rights under this Article immediately and without first resorting to the procedures set forth in Articles 19, Disputes, or 20, Default.

20. **DISPUTES**

- A. In the event that Subrecipient becomes aware of a dispute between MEC and the Subrecipient regarding either funding or performance, Subrecipient shall bring this fact to the attention of MEC and both parties shall immediately attempt to resolve the concern at the lowest level possible within 15 days. If the parties cannot expeditiously agree to a resolution, then Subrecipient shall, within fifteen (15) days of the time it first knew or should have known of the dispute, or within five (5) days of the failure to reach a resolution at the lowest level, whichever is greater, provide MEC with a written statement of the disputed matter with adequate supporting justification, requesting a resolution at a higher level. Within ten (10) days of receipt of the written dispute notification, senior representatives from MEC and Subrecipient, each with decision making authority over the dispute, shall meet and attempt to resolve the issue. In the event the senior representatives are unable to resolve the dispute within 30 days, MEC may exercise its rights under Article 21, Termination, or pursue any other remedy available to it.
- B. At no time shall the existence of a dispute result in the failure of Subrecipient to continue performance of both its contractual obligations and the disputed work during the pendency of any disputed issue.

21. **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if parties agree that the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph. The provisions of this paragraph, however, do not apply to disputes arising under paragraph 19, Confidentiality.

22. **TERMINATION**

- A. Termination for Convenience. MEC may terminate this Agreement with Subrecipient for its convenience at any time. In the event of a Termination of Convenience, Subrecipient shall

immediately stop performance of the work and follow the close-out procedures set forth in Subparagraph C below. Within fifteen (15) days of any Termination for Convenience, the Subrecipient shall present to MEC a written statement, with supporting justification, of the direct costs incurred as a result of the termination, to include a summary of any outstanding submitted by unpaid invoices.

- B. Termination for Default. MEC may terminate this Agreement with Subrecipient for Default in the event that, in the sole discretion of MEC, it is determined that Subrecipient has breached its obligations under paragraph 19, Confidentiality, or has failed to adequately correct any other default under the procedure set forth in Paragraph 21, Default, of this Agreement. Any amounts due Subrecipient as a result of this termination will first be offset by costs incurred by MEC as a result of Subrecipient's default. In the event that Subrecipient does not cure the default to the satisfaction of MEC, Subrecipient shall immediately stop performance of the work and follow the close-out procedures set forth in Subparagraph C below.
- C. In the event of any such termination, the Subrecipient shall deliver to MEC, as the property of MEC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MEC or prepared by or for the Subrecipient under this Agreement.

23. **ASSIGNMENT**

The Subrecipient's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MEC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MEC.

24. **PROHIBITED INTERESTS**

No officer, member or employee of MEC, no member of MEC's governing body and no public official of the locality or localities in which the Services are being carried out who exercises any functions or responsibilities in the review and approval of this Award shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest.

25. **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between MEC and Subrecipient and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement MEC, by written notice to Subrecipient, may unilaterally modify the scope of the Services to be furnished by Subrecipient under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by Subrecipient or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to Subrecipient. Further, at any time, MEC may, in writing, order the Subrecipient to stop all work (the "Stop Work Order"). Upon receipt of the Stop Work Order, the Subrecipient will immediately stop all work under the Agreement. MEC will not be liable to the Subrecipient for any Services provided, or any costs or expenses incurred, by the Subrecipient after its receipt of the Stop Work Order and during the pendency of the Stop Work Order.

26. **AUDITS**

MEC, and the agency as applicable pursuant to 2 CFR Part 200 as amended by 2 CFR Part 1500, shall have the right to audit the Subrecipient to verify the Subrecipient is in compliance with the terms of this Agreement and with applicable EPA requirements. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

27. CERTIFICATIONS BY SUBRECIPIENT

Subrecipient must deliver to MEC one executed original of each of the following documents: (a) Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug Free Workplace Requirements, as set forth in Exhibit D hereto; and (b) Assurance of Compliance, Nondiscrimination in Federally Assisted Programs (collectively, the “Certifications”), as set forth in Exhibit E hereto. Notwithstanding the foregoing, even if Subrecipient does not deliver executed originals of the Certifications to MEC, by executing this Agreement, the Subrecipient represents to MEC that: (i) Subrecipient has reviewed and understands the Certifications; (ii) Subrecipient will comply with all requirements described in the Certifications; and (iii) the representations made by Subrecipient in the Certifications are truthful, accurate, and complete.

28. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then the federal common law of contracts shall govern. The venue of any court action relating to this agreement shall vest in any federal or state court having jurisdiction over Jackson County, Missouri.

29. NOTICES

Any action by MEC under this Agreement may be taken by Kelly Gilbert, Executive Director, or such other person as MEC may designate for such purpose by written notice to Subrecipient. All compensation and written notices to Subrecipient shall be considered to be properly given if mailed, delivered in person or emailed to:

Melissa R. McCoy
Assistant City Manager
806 N. 2nd Ave.
Dodge City, KS 67801
melissam@dodgecity.org

All invoices, written reports and written notices given to MEC shall be considered to be sufficiently given if mailed, delivered in person or e-mailed to:

Kelly Gilbert
Metropolitan Energy Center
31 W 31 St
Kansas City, Missouri 64108
kelly@metroenergy.org

30. ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this

Agreement, and contains the entire understanding of the parties hereto.

31. **SEVERABILITY**

If any provision of this Agreement is held by a tribunal of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

METROPOLITAN ENERGY CENTER

SUBRECIPIENT ORGANIZATION

By: _____
Kelly Gilbert
Executive Director

By: _____
Cherise Tieben
City Manager

Date: _____

Date: _____

Exhibit A**SCOPE OF SERVICES**

In consideration of compensation specified elsewhere in the Agreement, Subrecipient agrees to perform the following tasks:

1. **Meetings and Cooperation.** As part of its obligations under this Agreement, Subrecipient will schedule, participate in and conduct periodic and other meetings with MEC and the designated representative of the EPA to discuss such matters as procedures, progress, coordination, scheduling, and the status of the Services, among others. MEC reserves the right to determine the frequency of such meeting based upon progress of the Services. The Subrecipient agrees to maintain a list of risks and issues relating to the Services, including, but not limited to, mitigation methods, responsible party identification, and deliverable status, and the Subrecipient agrees to alert MEC within three (3) days after learning of such risks and issues.
2. **Progress Reports.** On or before the tenth day of each month following the end of a calendar year (i.e. January 10), Subrecipient shall submit a progress report (hereinafter the "Progress Report") to the Project Director. The Progress Report shall update the status of the Services performed by Subrecipient pursuant to this Agreement during the preceding year, and shall include such detail as may be requested by MEC. Each Progress Report shall be supported by such documentation as may be required by MEC. The form of any such Progress Report, and the information required to be included therein, shall be prescribed by the Project Director in her sole and absolute discretion.
3. **Special Status Reports.** The Subrecipient must report the following events by e-mail as soon as possible after they occur:
 - i. Developments that have a significant favorable impact on the Services.
 - ii. Problems, delays, or adverse conditions which materially impair the Subrecipient's ability to meet the objectives of the Agreement, which materially impair the MEC's ability to meet the objectives of the EPA Award, or which may require EPA to respond to questions relating to such events from the public. The Subrecipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition: (1) Any single fatality or injuries requiring hospitalization of five or more individuals. (2) Any significant environmental permit violation. (3) Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes. (4) Any incident which causes a significant process or hazard control system failure. (5) Any event which is anticipated to cause a significant schedule slippage or cost increase. (6) Any damage to Government-owned equipment in excess of \$50,000. (7) Any other incident that has the potential for high visibility in the media.

4. **Tasks and Deliverables.**

Task 1: Project Management and Planning

The Subrecipient will manage project planning and execution of activities in order to achieve project objectives. The activities will include the writing of reports, invoice control, and expense tracking. Other tasks include providing MEC with updates from subcontractors, attendance at bi-monthly status review meetings, tracking and reporting information regarding the performance of the project, and administrative tasks.

Task 2: Community Outreach and Engagement

Community Outreach and Engagement encompasses media relations, stakeholder contact management and public engagement, including community workshops and public events. Multiple

media channels will be utilized to describe the projects occurring under the grant, including local news outlets, social media, and newsletters.

Subtask 2.1 The Subrecipient will identify key media contacts in their participating community and determine the best timing inviting stories. Typically, local media may be invited to attend community workshops and will be invited to celebrate project completion, i.e. during showcase of new vehicles.

Subtask 2.2 Project staff will work with project partners to convene an educational event explaining the project and the alternative fuels involved to other community members. In addition to broad awareness, the emphasis will be to strengthen understanding and support for the alternative fuel project, among members of school boards or city councils in a decision-making role regarding the project, as well as other potential fleets or fueling customers who could participate with the lead institution.

Task 3: Vehicle Procurement

Subrecipients complete actions necessary to enable the purchase of one (1) CNG trash hauler. MEC staff will provide coaching and consultation as needed. Aggregated purchasing will be utilized where possible.

Subtask 3.1 Subrecipients procure vehicles in accordance with their own policies and procedures. Including, but not limited to drafting specifications, issuing Requests for Quotes (RFQs), Evaluating Quotes, Selecting Vehicle Vendor, Negotiating Agreements with Vendor, etc.

Subtask 3.2 The Subrecipient will report on vehicle procurement process to MEC to assess any areas of risk.

Subtask 3.3 The Subrecipient will report on destruction of the engine and chassis frame of each vehicle being replaced per EPA scrappage requirements.

Task 4: Data Management

Data is tracked and reported throughout the project. The Subrecipient will assist in compiling data for annual reports, as well as results of educational outreach efforts, including agendas, dates, sign-in sheets, and contact information. Once vehicles and/or station equipment become operational, fuel use, vehicle performance, equipment and maintenance issues will be compiled as applicable.

Subtask 4.1 Compilation of vehicle and/or station data

Subtask 4.2 Sign-in sheets and agendas from educational workshops and events will be collected and retained to identify the number and type of individuals communicated with. Contact information for relevant partners and stakeholders should be retained and reported.

Exhibit B

BUDGET FOR SERVICES

Budget expenditures cover the period between October 1, 2018, and December 31, 2020, corresponding with the project term. This budget period may be amended through contract between MEC and EPA.

Subrecipient agrees to stay within budget. Overspending may result in non-payment of such overspending. Any deviations from the budget must be pre-approved and signed off by all parties.

Budget Summary

| Spending Category | Budget Period 1 | Budget Period 2 | Budget Period 3 | Total Costs |
|--------------------------------|------------------------|------------------------|------------------------|--------------------|
| Equipment | \$0 | \$272,000 | \$68,000 | \$340,000 |
| Contractual | \$0 | \$0 | \$0 | \$0 |
| Supplies | \$0 | \$0 | \$0 | \$0 |
| Other Direct Costs | \$0 | \$0 | \$0 | \$0 |
| Total Costs | \$0 | \$272,000 | \$68,000 | \$340,000 |
| Federal Share | \$0 | \$68,000 | \$17,000 | \$85,000 |
| Subrecipient Cost Share | \$0 | \$204,000 | \$51,000 | \$255,000 |

Exhibit C

**Fleet Data Worksheet
(See attached Fleet Description Worksheet)**

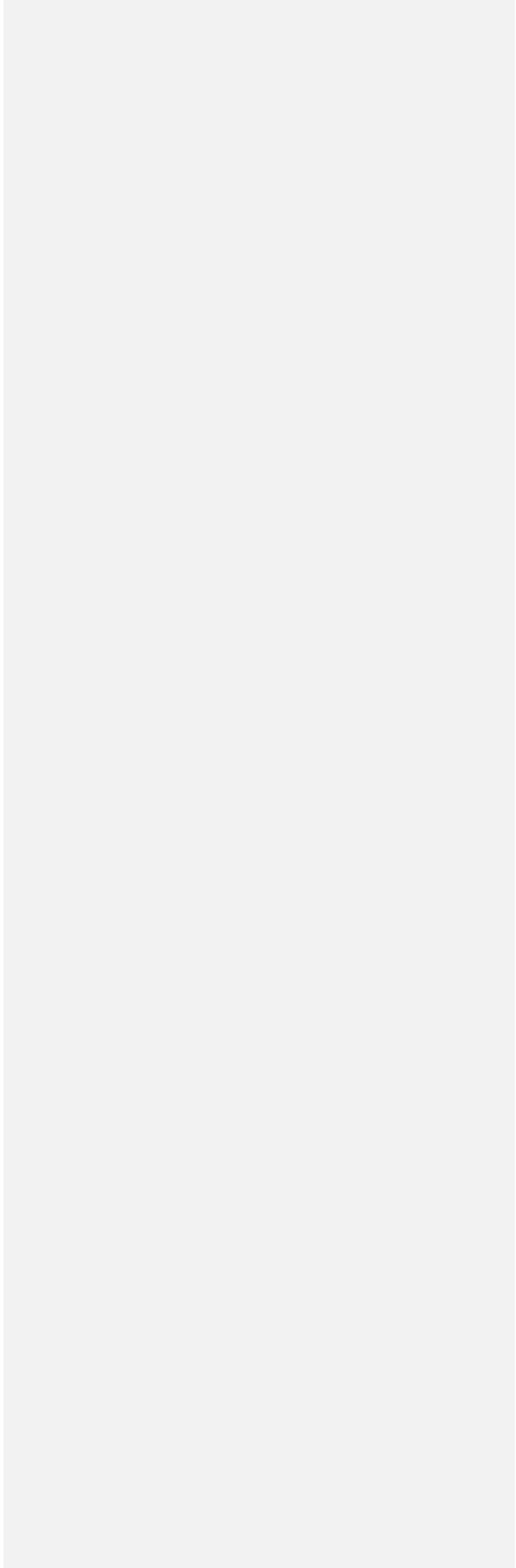


EXHIBIT D**CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG FREE WORKPLACE REQUIREMENTS**

Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," 2 CFR Part 180 and 2 CFR Part 1532 "Governmentwide Debarment and Suspension (Nonprocurement)," and 2 CFR Part 182 and 2 CFR Part 1536 "Governmentwide Requirements for Drug-Free Workplace (Grants)." Subrecipient should review the instructions for certifications included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when MEC determines to award the Agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory,

and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?

Yes No

If you checked “Yes” above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The Subrecipient hereby certifies to the best of its knowledge and belief that it and its principals, affiliates and approved subcontractors:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three (3) year period preceding the date of the Agreement been convicted of or had a civil judgment rendered against them for commission of (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, (ii) violation of Federal or State antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 3(b) of this certification; and
 - D. Have not within a three (3) year period preceding the date of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

In the event Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this certification that must be approved in writing by MEC prior to the commencement of the Agreement.

4. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

- (1) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Subrecipient's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose EPA Award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant, loan, and cooperative agreement;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (2) The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement:

Place of Performance: (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

5. SIGNATURE

As the duly authorized representative of the Subrecipient, I hereby certify that the Subrecipient will comply with the above certifications.

Name of Subrecipient: _____

Printed Name and Title of
Authorized Representative: _____

Signature: _____

Date: _____

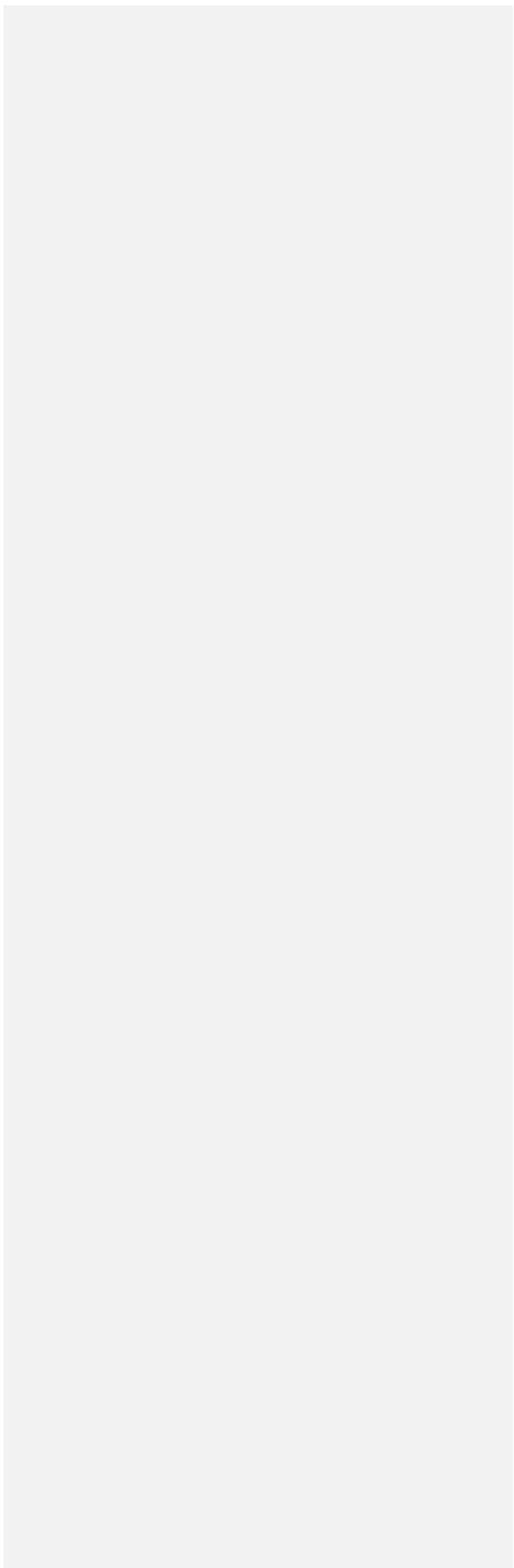


EXHIBIT E**ASSURANCE OF COMPLIANCE, NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS**

_____ (Hereinafter called the “Subrecipient” or “Applicant”) HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant, either directly or as a subrecipient of MEC, receives Federal assistance from the Environmental Protection Agency.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant, either directly or as a subrecipient of MEC, by the Environmental Protection Agency, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant, either directly or as a subrecipient of MEC, by the Environmental Protection Agency.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subawards, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Environmental Protection Agency, either directly or as a subrecipient of MEC. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Environmental Protection Agency to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to MEC or the Environmental Protection Agency, as appropriate, regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Environmental Protection Agency, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of MEC or an officer or employee of the Environmental Protection Agency specifically authorized to make such inspections. Instructions in this regard will be provided by MEC or the Director, Office of Civil Rights, U.S. Environmental Protection Agency.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, cooperative agreements, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicant, either directly or as a subrecipient of MEC, by the Environmental Protection Agency, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Subrecipient Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the EPA Award, it will comply with all applicable requirements of 10 C.F.R. 1040.5 [now 10 CFR 1040.4].

Designated Responsible Employee

Name and Title (Printed or Typed) (____) ____ - _____
Telephone Number

Signature _____
Date

Applicant/Subrecipient's Name (____) ____ - _____
Telephone Number

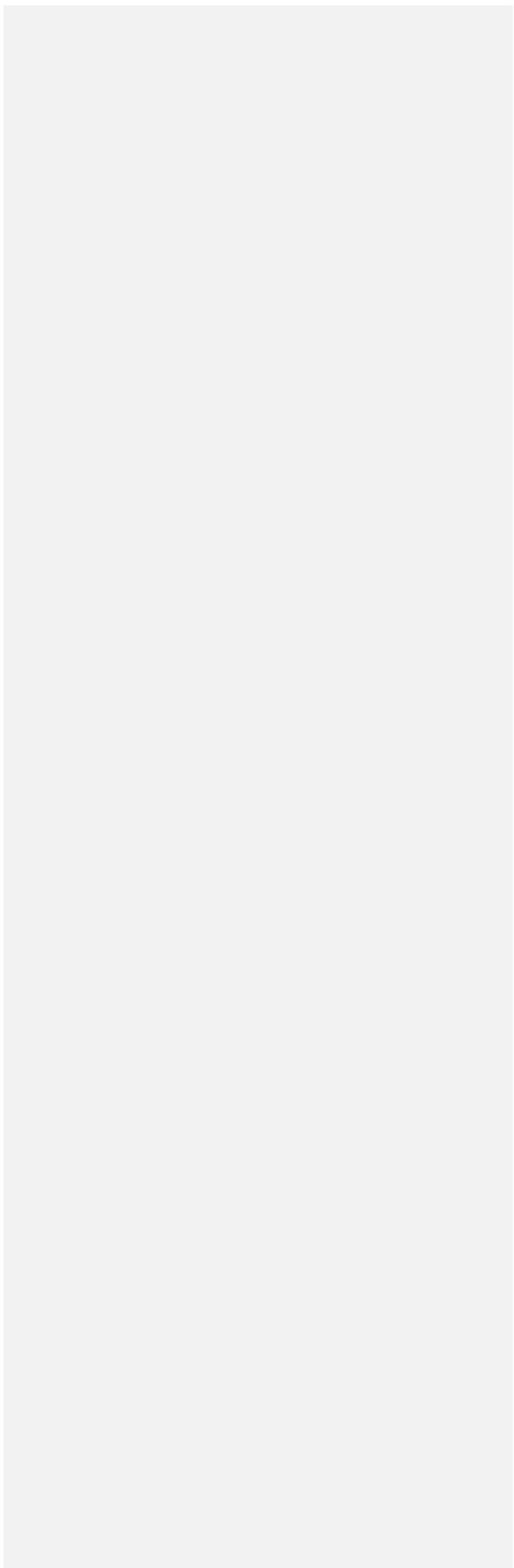
Address: _____
Date

Authorized Official:

President, CEO, or Authorized Designee

Name and Title (Printed or Typed) (____) ____ - _____
Telephone Number

Signature _____
Date



Memorandum

*To: City Manager and City
Commissioners*
From: Assistant City Manager
Date: June 17, 2019
Subject: Park St. Land Purchase
Agenda Item: New Business

Recommendation: Staff recommends the approval of the real estate purchase contract:
1409 Park Street - \$104,375 – Fernando J Flores

Background: In an effort to acquire property to eventually relocate the Public Works facilities to adjoin the Parks facilities it is necessary to acquire this parcel of land located at 1409 Park Street. Through the previous acquisition of Park St. and Cottonwood St. properties, we will be able to relocate a substantial amount of the Public Works facilities that are in significant need of repairs and improvements. This parcel of land is the only property remaining that has not been acquired for the Public Works facilities.

Justification: By acquiring this property, we are better positioned to relocate these facilities in future as funds allow. By doing so, we should gain efficiencies and therefore eventual financial savings between the two departments.

Financial Considerations: The cost will be one hundred four thousand three hundred seventy-five dollars (\$104,375.00), plus closing costs to the Title Company, all of which will be paid from the Development & Growth Fund. The Closing will take place sixty days from the date of execution of this agreement

Purpose/Mission: Together, we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: Attached contract

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made and entered into this ____ day of June, 2019 by and between Fernando J Flores, a single person, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Dodge City, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient general warranty deed the following described real property, situated in Ford County, Kansas, to-wit:

A tract of land in the Section Thirty-five (35), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas according to the Government Survey thereof, described as follows:

Beginning at a point 140 feet East of the Northwest corner of said Section 35; thence South parallel with the East line of 14th Avenue, as now established, 150 feet; thence East 110 feet; thence North 150 feet to the North line of Section 35; thence West along the North line of Section 35 to the point of beginning.

Subject to easements and restrictions of record.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to it of the above-described real property, the sum of One Hundred Four Thousand, Three Hundred Seventy-Five Dollars and Zero Cents (\$104,375.00) in the manner following to-wit: cash at closing.
3. The Seller agrees to furnish to Buyer a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements and restrictions of record. The Title Evidence shall be sent to the Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
6. It is agreed by the Parties that the closing of this transaction (the "Closing") shall take place within sixty (60) days from date of execution of this Agreement during which time **Buyer** shall conduct such due diligence as it deems necessary and appropriate. The Closing may be extended by mutual agreement of the parties. At the Closing, **BUYER** shall pay to **SELLER** the balance of the sale price. **SELLER** shall deliver to **BUYER** the deed of conveyance, and all other documents and things to which **BUYER** shall be entitled. Upon the payment of such monies and delivery of such documents, this transaction shall be deemed closed. The parties will share the costs of closing and the closing agent will be High Plains Land & Title of Dodge City.
7. Possession to be given to Buyer at closing.
8. In the event an Owner's title insurance policy is furnished, the total cost of the title insurance policy shall be paid one hundred percent (100%) by Buyer and zero percent (0%) by Seller. All other closing agent costs will be shared equally by Buyer and Seller. The closing agent for this transaction will be High Plains Land & Title.
9. All fixtures and all personal property remaining on the property at the time of closing shall pass to and become the property of the City.
10. **SELLER** will be responsible for and shall pay all taxes and special assessments, if any, assessed against the Premises for the year 2018 and all prior years. The taxes and special assessments for 2019 will be prorated on the basis of the number of months, or fraction thereof, which each party shall be in possession of the Premises. At the Closing, **SELLER** shall pay to **BUYER** a sum equal to a prorated share of the 2019 taxes and special assessments, if any, said prorated share to be based upon the amount of taxes and special assessments assessed for the preceding year. **BUYER** will be responsible for and shall pay all taxes and special assessments for the 2019 year when the same become due and payable, and for all subsequent years.
11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for sale for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;

- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property.
- F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

SELLER

By Direction of the City Commission

Fernando J. Flores

Brian Delzeit, Mayor

ATTEST:

Nannette Pogue, City Clerk

APPROVED AS TO FORM:

Bradley C. Ralph, City Attorney



City of Dodge City

PARKS AND FACILITIES

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners
From: Troy Brown, Parks and Facilities Director
Date: June 13, 2019
Subject: Wright Park Zoo Master Plan

Recommendation: Staff recommends approving the Master Plan for Wright Park Zoo following public input and analysis by Felis Consulting L.L.C.

Background: Felis Consulting began the analysis phase of the master plan in January and analyzed public engagement feedback in February and March. Following the approval of the commission on April 1 for the final stage of development, Felis Consulting began putting all the information together for the development of the master plan. This project will create a strategic development plan encompassing the entire zoo property that considers the long term sustainability and direction of the zoo.

Justification: After analyzing public engagement sessions, (In-Person and CoUrbanize) Felis Consulting determined that 87% of respondents were in favor of seeing the zoo improved versus 13% who favored the zoo closing. The contract with Felis Consulting L.L.C. was approved by the Commission on January 7th, 2019. However, the Commission advised that they wanted to evaluate public feedback before moving forward with the development of the Master Plan. After analyzing public feedback the Commission approved the final development of the Master Plan.

Financial Considerations: There are no additional costs associated with the plan at this time. However, future financial commitments will need to be planned for in order to implement the plan. The Master Plan covers a period of ten years beginning in 2020. The executive summary is attached for your review.

Purpose/Mission: This project meets the City's core value of providing ongoing improvements for the citizens of this community.

Legal Considerations: N.A.

Attachments: Wright Park Zoo Master Plan Summary

EXECUTIVE SUMMARY

In January 2019, the City of Dodge City hired Felis Consulting LLC to complete the 10-year Wright Park Zoo Master Plan. This Master Plan Report comprehensively documents the process including the three phases of the master plan: Analysis, Creative Development, and Implementation. This report summarizes that work within four sections: Analysis, Goals and Strategies, Facility Plan, and Implementation. These summaries are supplemented by the full contents of the three phases found within the Appendices.

Analysis

The Analysis is comprised of three evaluations: Public Engagement, Site Analysis, and Market Analysis.

The Public Engagement strategy of this analysis included three facets implemented to reach the broadest transect of the Dodge City resident and tourist market possible--by direct in-person interaction with specifically identified groups (such as high school and elementary students, ESL students, seniors, young parents, etc) supported by digital online feedback and quantitative data via a survey. Overall, these engagements determined that participants across all sectors were very supportive of the Zoo being renovated, over other options of remaining as it is or being permanently shut down. Participants noted the value of a zoo to a community as an economic driver and as a community attraction. Participants were highly aware of the need for improvement at the Zoo today including an emphasis on adding landscaping, improving the water features, the entry, and the aviary. Participants also showed a high awareness and sensitivity toward the care of the animals including the size of the enclosures,

the need for maintenance, and the impacts of the animals' environment on the animals (lack of landscaping and noise, in particular). Residents who responded to the survey were far more negative about the Zoo than tourists, except in their support of re-investment in the Zoo. All respondents recognized the Zoo as a good place for families. Non-visitors and lapsed visitors to the Zoo showed the highest interest and excitement in improvements for the Zoo, indicating improvements will increase attendance through the addition of new visitors who have never visited the Zoo previously, or who haven't visited the Zoo in the last 5 years. Participants noted a desire for interactivity, a connection to the Kansas / American West / Dodge City region, and remaining small as key attributes for the improved zoo.

The location of the Zoo is one of the strongest attributes of the site, being located within the premier city park and next to the waterpark and a hotel. What's more, its location near downtown's heart of tourism attractions makes it a potentially walkable addition to a tourist's day. The challenges of the site include low visibility of the entrance from the park roads, lack of parking near to the entry, a long list of maintenance needs, several undersized exhibits, and confusing walkways. The site is currently balanced between exhibit space and greenspace in the visitor areas, but the overall distribution of visitor space to back of house space is unbalanced, indicating the opportunity to either decrease the size of the overall zoo, or increase the proportion of used area within the zoo (adding both exhibits and greenspace).

Although there are 18 zoos within a day's drive of the

Wright Park Zoo, the Zoo sees a high market penetration comparable to much larger zoos in much larger population centers, most likely due to the tourism base in Dodge City. Areas of opportunity for attendance growth occur in August and September when the zoo attendance is currently low in comparison to the tourism market. Dodge City's typical tourist is over the age of 45, and while the Zoo's typical visitors tend to be under the age of 40, the Biggest Fans of the Wright Park Zoo tend to be over the age of 40. Demographic data indicates the Zoo doesn't currently optimize its potential draw from the Latin American market, which is a large segment of the Dodge City resident market. While visitors tend to be wealthier than non-visitors, those making the highest household incomes (over \$150,000) are less inclined to visit the zoo.

Based on historical growth rates of the Zoo (without any major improvements over the last 10 years), growth can be expected to continue at an annual rate of 4.5%, which will make the 2030 attendance nearly 97,000. When utilizing market penetration comparable data for the region, attendance expectation in 2030 is nearly 118,000. Comparable zoos across the nation illustrate the high potential for revenue generation for the Wright Park Zoo, which currently has none (a soda vending machine was added in early 2019). This comparable data can be found in the Appendix.

Goals and Strategies

The results of the Analysis phase were the foundation of the Master Plan Goals and Strategies, which include both physical master planning goals along with strategic

initiatives (recommended to be further explored and defined in a 5-year Strategic Plan once the Master Plan is complete).

Three major goals of the master plan moving forward include: 1) becoming a financially sustainable organization; 2) improving animal wellness to the highest standards of care; and 3) creating a unique guest experience and one-of-a-kind zoo. Strategies and tactics to achieve these goals are outlined in this report.

Facility Plan

Based on the Goals and Strategies, four general concepts were developed for market testing. The complete concepts and market testing results can be found in the Appendix. In summary, all tested well with the Dodge City community and tourism base, but a preference toward Kansas-based habitats and cultural history scored highest across all demographics. Gardens and Mexican cultural references also scored highly among key demographics. Native animals scored as highly as exotic animals, but carnivores were among the favorite attributes of the concepts. This indicates the opportunity to downsize the current collection by removing most non-native species.

The 10-year plan for the Wright Park Zoo envisions renovating or replacing all exhibits and buildings of the existing facility.

In order to create a strong, identifiable entry, the master plan relocates the main entrance from the north to the south, taking advantage of adjacent existing parking and the popular (to be renovated) pond. Adding a brand- and story-driven entry building that provides both ticketing and donation station as well as gift shop and entry services (including stroller rental and toilets) creates a strong, professional, beautiful, and enticing first impression for the small zoo.

The zoo circulation is simplified to a loop main path that when followed, allows guests to see all of the habitats of the zoo, and experience the habitat and cultural stories the zoo wants to tell.

From a storytelling perspective, the new Wright Park Zoo is an experience that encapsulates the great American west, and more specifically, beautiful southwest Kansas. The driving storyline for the entire zoo is “Our Wild West” which spans time and habitat to highlight and celebrate the history and culture that influences the Dodge City area. The Zoo will have two conceptually themed zones, Pioneers on the Prairie and Viva Kansas!

Pioneers on the Prairie presents Kansas through a historical lens including the fascinating stories of the people who pioneered living in the wild habitat of the frontier—and how they shared their homes with the native animals. Pioneers on the Prairie contains the entry experience, with guests entering through a historical prairie farmhouse and into the zoo entry plaza highlighting the renovated pond, the zoo’s relocated iconic windmill, and a new barn experience.

Viva Kansas! is a modern-day look at Kansas, celebrating the connection of Dodge City to Mexico. The migration of monarch butterflies through Kansas en route to Mexico is a beautiful story illustrating this connection, and is a strong inspiration for the colors, whimsy, and artfulness of Viva Kansas! shown through gardens, play, interaction, and collection of native and Mexican animals. Viva Kansas! features the renovated aviary, a food truck, rental picnic pavilion, adventure play, and the engaging otter exhibit.

Throughout the zoo, interactive experiences are available, from feeding ducks at the pond, interacting with goats at the barn, meeting small animals and keepers at the meet and greet stage, getting up-close (and inside) the otter

exhibit through an acrylic pop-up, exploring nature through adventure play, touching, tasting, feeling, smelling, and seeing the beauty of nature at the sensory garden, or just taking some quiet respite surrounded by flowers and butterflies in the relaxation or pollinator garden.

Design Standards are presented in the report to define the look and character expected of the new zoo, and will help once design is undertaken for each new project.

Implementation

Based on the facility plan, a feasible plan for phasing construction of each project was created based on logistics, facility need, and consideration for market impact and appeal. Major projects are scheduled for opening in 2021 with a renovated and expanded Black Bear exhibit and new Fox exhibit. Again in 2026 with an innovative new Wolf habitat with views beyond into Bison and a new Bobcat exhibit. In 2028, the new Barn with goat interaction, and 2030 with the River Otters, are also major projects. Given an expected 2019 attendance of 39,000 (down from previous years) and utilizing historical growth data from the Zoo and from benchmark facilities around the country, the Wright Park Zoo can expect to reach an attendance of 115,000 in 2030 if all new projects are implemented as planned.

This attendance will require growth of parking needs from today’s peak of 16 spots to 91 spots. Similarly, 3 toilets will need to be added.

Peak attendance is expected to occur between 10am-1pm which will likely encourage purchases of snacks and meals. The addition of a food truck lease opportunity will meet those guest needs while providing consistent revenue to the Zoo. Additionally, the gift shop, vending machine, stroller rentals, and picnic pavilion rentals will provide the zoo with new revenues. Admission is the

largest potential revenue generator, and the revenue projection model included admissions required only from Tourists at a consistently growing price structure from \$5 up to \$10 per adult. Residents will not be required to purchase admission, but a donation of \$1 each will be suggested. Family Memberships will be available and anticipated to be purchased at an industry average of 2% of attendance.

Operating costs have been projected with a small increase to staffing by converting the two current part time zookeepers to full time over the life of the plan, along with the addition of one seasonal part-timer in 2020 to assist with landscaping and grounds maintenance. Utilities, food costs, and maintenance costs were projected as well, against the current City-funded operating budget with a 2% rate of inflation across all 10 years. Given the projected revenues and projected operating costs, the Zoo is projected to raise approximately \$2.2 million in profit over the master plan's ten years.

The total cost, with inflation, for the master plan's projects is projected at just under \$4.5 million. With the City of Dodge City's earmarked \$2 million for capital projects for the Zoo along with the conservatively projected \$2.2 million in profits, it is estimated the Zoo will need an additional \$271,000 in fundraising to complete the plan. Because the projects are phased over 10 years and City funding is expected to be used for the first half of the projects, fundraising dollars are not expected to be required until 2028.

