

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, May 18, 2020

7:00 p.m.

MEETING #5157

This meeting will be streamed live to www.facebook.com/cityofdodgecity and at www.vimeo.com/cityofdodgecity. Comments will be open to be utilized for the Visitor's Section and the Public Hearings. The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

SUBMIT QUESTIONS OR COMMENTS

PUBLIC HEARING

Public Hearing on the Rural Housing Incentive District (Wagon Wheel 3).

PUBLIC HEARING

Public Hearing on the Rural Housing Incentive District (Candletree 6).

PUBLIC HEARING

Public Hearing for Wagon Wheel II Assessments.

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

National Public Works Week Proclamation

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 4, 2020;
2. Appropriation Ordinance No.9, May 18, 2020;
3. Approval of Ratification for Change Order No. 1 for New Recycling Building.

ORDINANCES & RESOLUTIONS

Ordinance No. 3733: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Wagon Wheel III). Report by Special Projects Coordinator, Mollea Wainscott.

Ordinance No. 3734: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Lots Located at 3230 & 3232 North 14th Avenue from R-S Residential Suburban, to C-2 Commercial Highway. Report by Planning and Zoning Administrator, Nathan Littrel.

Ordinance No. 3735: An Ordinance Levying Special Assessments on Certain Property to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas, as Heretofore Authorized by Resolution No. 2018-15 of the City; and Providing for the Collection of Such Special Assessments. Report by Finance Director, Nicole May.

Resolution No. 2020-13: A Resolution of the City of Dodge City, Kansas, Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof. Report by Finance Director, Nicole May.

Resolution No. 2020-14: A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Dodge City, Kansas; Making Certain Findings With Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Various Internal Improvements/Wagon Wheel Addition, Unit 3). Report by Finance Director, Nicole May.

Resolution No. 2020-15: A Resolution of the Governing Body of the City of Dodge City, Kansas Giving Notice of a Public Hearing on the Advisability of Creating a Community Improvement District. Report by Finance Director, Nicole May.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Application for Black Hills Energy Subdivision Final Plat. Report by Planning and Zoning Administrator, Nathan Littrel.
2. Approval to Execute the FAA CARES Act Grant Offer Report by Superintendent of Public Works, Corey Keller.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, Joyce Warshaw, Mayor of the City of Dodge City, do hereby proclaim the week of May 17 through May 23, 2020 as

“NATIONAL PUBLIC WORKS WEEK”

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

Given under my hand and the Seal of the City of Dodge City this 18th day of May, 2020.

Joyce Warshaw, Mayor

Attest

Connie Mqrquez, City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, May 4, 2020
7:00 p.m.
MEETING #5155

This will be an entirely virtual meeting. There are three options to watch and listen to the meeting.

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Watch live on Zoom Webinars at <https://us02web.zoom.us/j/84257901244>
3. Or for those without internet access or would prefer audio only, call into one of the following numbers +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799
And use Webinar ID: 842 5790 1244

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Kent Smoll, Joseph Nuci, Brian Delzeit, and Rick Sowers

INVOCATION by

PLEDGE OF ALLEGIANCE

SUBMIT QUESTIONS OR COMMENTS

No questions or comments submitted

APPROVAL OF AGENDA

Mayor Warshaw moved to add Item number 10 under New Business to the agenda for Dodge City Business Park lot sale. Commissioner Brian Delzeit moved to accept the agenda with the revision of adding the Lot Sale to the agenda. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

Mayor Joyce Warshaw read the Mental Health Proclamation and proclaimed May 2020 as Mental Health Awareness month.

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 Minutes, April 20, 2020;
2. Approval of City Commission Meeting Minutes, April 20, 2020;
3. Appropriation Ordinance No. 8, 2020;
4. Cereal Malt Beverage License:
 - a. Love's Travel Stop, 2505 East Trail Street,
 - b. Dodge City Athletics Baseball Association, San Jose Drive,
 - c. Cigarette Outlet #106, 1603 W. Wyatt Earp Blvd.,
5. Approval of Circle Lake Drainage Improvements

Commissioner Kent Smoll moved to approve the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3732: An Ordinance providing for the approval of the City of Dodge City, Kansas Policy Manual; Incorporating by Reference the "2020 Administrative Policy Manual" and repealing all ordinances for the establishment of the 1992 Policy Manual was approved on a motion by Commissioner Joseph Nuci. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Resolution No. 2020-11: A Resolution approving the ByLaws and Interlocal Cooperation Agreement for Midwest Public Risk Kansas was tabled on a motion by Commissioner Joseph Nuci. Commissioner Delzeit seconded the motion. Commissioner Joseph Nuci moved to withdraw his motion to table Resolution No. 2020-11. Commission seconded the motion. Commissioner Brian Delzeit made a motion to adopt Resolution No. 2020-11. Commissioner Rick Sowers seconded the motion. The motion carried unanimously

Resolution No 2020-12: A Resolution of the City of Dodge City, Kansas authorizing the waiving of City Commission Salary as provided in the City Code of the City of Dodge City to be temporarily waived until December 31, 2020 was tabled on a motion by Commissioner Joyce Warsaw. Commissioner Brian Delzeit seconded the motion. The motion carried 3 – 2 with Commissioners Joseph Nuci and Kent Smoll voting no.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Kent Smoll moved to approve the Inspection Services Estimate from Kirkham, Michael & Associates, Inc. (KM) for US 50 & Gary Avenue intersection improvement project in the amount of \$148,593.89 which the city will be partnering with KDOT and is to be bid in May, 2020. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

2. Commissioner Rick Sowers moved to approve the bid and alternate from Building Solutions, LLC for the Construction of the Green Hill's O' Ford & Trail Street Drainage Improvements in the amount of \$336,680.75. Commissioner Kent Smoll seconded the motion. The motion carried_ unanimously.
3. Commissioner Delzeit moved to approve the CDBG Local Revolving Loan Fund Request in the amount of \$15,000 for JIVI Inc./Executive Inn, Dodge City, KS and for the Mayor to sign the Determination of Level of Review. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
4. Commissioner Kent Smoll moved to approve the CDBG Local Revolving Loan Fund Request in the amount of \$10,000 for Protect Service, Dodge City, KS and for the Mayor to sign the Determination of Level of Review Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

Mayor Joyce Warshaw asked the commissioners to make their vote on the next 4 CDBG Local Revolving Loan Funds.

5. Commissioner Rick Sowers moved to approve the CDBG Local Revolving Loan Fund Request in the amount of \$10,000 for Quick Bail Bonds/Insurance Express, Dodge City, KS and for the Mayor to sign the Determination of Level of Review. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
6. Commissioner Rick Sowers moved to approve the CDBG Local Revolving Loan Fund Request in the amount of \$25,000 for Restoration LLC, Dodge City, KS and for the Mayor to sign the Determination of Level of Review. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
7. Commissioner Rick Sowers moved to approve the CDBG Local Revolving Loan Fund Request in the amount of \$5000 for Sneak-A-Peek Imaging Express Studio, Dodge City, KS and for the Mayor to sign the Determination of Level of Review. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
8. Commissioner Rick Sowers moved to approve the CDBG Local Revolving Loan Fund Request in the amount of \$15,000 for Technology 2, Inc. Dodge City, KS and for the Mayor to sign the Determination of Level of Review. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
9. Commissioner Brian Delzeit moved to approve the Special Assessment Proceedings for Wagon Wheel 2 Addition. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
10. Commissioner Delzeit removed himself from voting. Rick Sowers moved to approve the purchase agreement with Boot Hill Distillery for Dodge City Business Park for \$1050 per

acre with distinction that they will start the building within a year. Commissioner Kent Smoll seconded the motion. Commission Rick Sowers amended the motion to give City Manager authorization to bring a proposal back from Hayes of Boot Hill distillery on what penalties will be involved if building not started within a year. Commissioner Smoll seconded the motion to add the language. Motion carried unanimously.

OTHER BUSINESS

Staff Reports

City Commissioners voted no to not have a fourth of July celebration for this year.

City Commissioner voted to delay rent payments for 3 months.

City Commission voted to accept the reopening plan as presented.

ADJOURNMENT

Commissioner Kent Smoll made a motion to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

Joyce Warshaw, Mayor

ATTEST:

Connie Marquez, City Clerk

Memorandum

*To: City Manager
City Commissioners*

From: Corey Keller Public Works Director

Date: May 13, 2020

*Subject: Ratification of Change Order #1 from
Building Solutions and Victory
Electrics Service Work Estimate for
the New Recycle Building.*

Agenda Item: Consent Calendar

Recommendation: To ratify adjustments to the original costs for the new recycle building previously approved by the Commission on January 20, 2020

Background: Change Order # 1 from Building Solutions was presented to staff on May 5th this change order includes parts and pieces of the building that could not be located during the inventory of the building. The building was placed on the ground in a lot south of the park shop during deconstruction. An inventory of the building parts was conducted during the bidding process to the best of the contractor's ability at the time. Once the building was moved and counted in more detail it was determined that these parts and pieces were missing from the parts list. In order to offset the cost of the missing pieces staff has decided to delete two canopy's that were to be placed over windows on the front of the structure. The deduction of the canopies from the project is \$16,800.00 and the cost of the missing parts is \$13,357.30 leaving a credit of (\$3,442.70) from the original contract price of \$695,947.95

On April 29, 2020 staff was presented with an estimate to place a pad mount electrical service from Victory Electric to provide electricity to the recycling building. The cost estimate for the new service is \$20,574.97. Staff has researched other options to decrease the cost of the service but found no other alternative.

Justification: Both the Change Order #1 from Building Solutions and the cost estimate from Victory Electric were approved by the City Manager on May 7, 2020. Both purchases individually fall under the amount the City Manager can approved based on the City's purchasing policy. However ratification is needed from the Commission because both overall cost will increase the amount originally approved by Commission for staff to seek a reasonable loan to purchase the construction costs of the building. Both items will be critically necessary to complete the construction of the building.

Financial Considerations Both the Change Order #1 from Building Solutions and the cost estimate by Victory Electric will increase the original amount approved by Commission during the January 20, 2020 commission meeting. Staff will now need to seek a loan amount for \$713,080.22 this will increase the original approved amount by \$17,132.27

Attachments: Change Order #1 from Building Solutions, Cost Estimate for Electrical Service by Victory Electric

The Victory Electric Cooperative Assn., Inc.

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE April 20, 2020
Estimate project Recycling Center
Member Name City of Dodge City

Bill To:

Estimate valid until: July 19, 2020

City of Dodge City
Cory Keller
806 N 2nd
Dodge City, KS 67801
620-225-8111

Prepared by: Kyndell Penick

Comments or special instructions:

New service for Recycling Center

Description	AMOUNT
New construction for recycling center	\$ 20,574.97
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 20,574.97

If you have any questions concerning this estimate, Contact 620-227-2139



A Touchstone Energy® Cooperative



Change Order #1 – Alternate #1

This Agreement, Made as of May 5th, In the Year of 2020,

Between the Owner: **City of Dodge City, Kansas**
806 N 2nd Ave
Dodge City, KS 67801

And the Contractor: **Building Solutions, LLC**
11106 Saddle Rd
Dodge City, KS 67801

For the Project: **CREW Recycling Building – City of Dodge City**
124 N. 14th Ave
Dodge City, KS 67801

The Owner authorizes the Contractor to make the following changes to the above project:

Description:

Missing PEMB Components

Attachments:

Please see attached for breakdown

The following is based on information provided by the Contractor.

Contract Sum

Original Contract Amount	\$ <u>695,947.95</u>
Revised Contract Amount Prior to this Change Order	\$ <u>695,947.95</u>
Cost for this Change Order	\$ <u>(3,442.70)</u>
The New Contract Total including this Change Order	\$ <u>692,505.25</u>

Initialed by: Contractor _____ Owner _____

Contract Time

Change in Contract Time for this Change Order _____ N/A Days

Adjusted Date of Completion, including this Change Order shall be _____ N/A

Acceptance

This agreement is not valid until signed by Owner and Contractor.

Signature indicates agreement herewith, including any adjustment in the Contract Total and Contract Time.

Building Solutions, LLC

Date

City of Dodge City

Date

CITY OF DODGE CITY RECYCLE BUILDING

Change Order #1 Breakdown

Alt #1

5.5.20

Missing Components

8" Wall Girts (Zee)	50 Ea = \$	3,250.00
Eave Struts (2:12)	12 Ea = \$	1,183.00
Bottom Base Angle	35 Ea = \$	735.00
6" Roof Purlins (Cee)	30 Ea = \$	3,240.00
Weld on Girt Clips	50 Ea = \$	231.00
3/4" Bolts and Nuts	250 Ea = \$	375.00
5/8" Bolts and Nuts	300 Ea = \$	339.00
1/2" Bolts and Nuts	1200 Ea = \$	500.00
7/8" Bolts and Nuts	200 Ea = \$	690.00
Freight	1 LS = \$	1,600.00
Deduct Canopies	1 LS = \$	<u>(16,800.00)</u>
		\$ (4,657.00)
10% OH&P		\$ 1,214.30
		<u>\$ (3,442.70)</u>

Memorandum

*To: City Manager
City Commissioners*
*From: Mollea Wainscott
Special Projects/Housing*
Date: 3/18/20
Subject: RHID
Agenda Item: Ordinance No. 3733

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Volz Builders. The second action required is the approval of Ordinance 3733 which includes approval of the Ordinance and the Development Plan.

Background: In 2010, the City staff began working with developers interested in building multi-family and single-family residential developments. Most developers were interested in utilizing the Rural Housing Incentive District program which provides assistance for various eligible costs such as infrastructure. The Volz Builders development will provide thirty-four (34) single-family residences with a market value of not less than \$ 160,000.00 each. The proposed single-family units consist of three bedroom homes with garages comparable to the area.

Justification: Offering this incentive helps reduce the cost of construction for the developer which in turn allows projects to cash flow and become feasible. Without such incentives, projects appear to not cash flow in our market, deterring developers.

Financial Considerations: The County and the School District have no risk in this process; in addition, they would not have received the increment as the development would not have been feasible without the incentive. The City has minimal risk with this developer due to the issuances of general obligation bonds, and feel that the agreement lessens that risk. Should the developer not complete the full development, the developer will simply not receive the increment.

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

Legal Considerations: None

Attachments: Development Agreement, Ordinance 3733 and Development Plan.

ORDINANCE NO. 3733

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (WAGON WHEEL III)

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of approximately 27,340, is located in Ford County, Kansas, which has an estimated population of approximately 33,848, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated 2018 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2017-07 and Resolution No. 2020-04, both Resolutions which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District

pursuant to the Act and authorized the submission of such Resolutions and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to letters dated April 13, 2017 and April 10, 2020, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “Districts”); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the “Plan”); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for May 18, 2020 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2020-06 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for May 18, 2020 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on May 18, 2020, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

THEREFORE, BE IT ORDAINED by the Governing Body of the City of Dodge City, Kansas as follows:

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted May 18, 2020 was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, an addition to the City of Dodge City, Ford County, Kansas:

A tract of land in the Southwest Quarter of Section 13, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 9, Wagon Wheel Addition, City of Dodge City, Ford County, Kansas; thence
N00°28'57"W 551.22 feet to a point on the South Line of Kliesen Hills Addition, City of Dodge City, Ford County, Kansas; thence
S89°41'14"E 853.00 feet along the South Line of the said Kliesen Hills Addition and the South Line of Kliesen Subdivision, City of Dodge City, Ford County, Kansas; thence
S00°28'58"E 1194.15 feet; thence
N89°43'15"W 853.00 feet to the Southeast Corner of Lot 4, Wagon Wheel Addition, City of Dodge City, Ford County, Ks; thence
N00°28'57"W 643.43 feet to the point of beginning, containing 23.4 acres.

And

A tract of land in South Half of Section 11, the Southwest Quarter of Section 12, the Northwest Quarter of Section 13, and the North Half of Section 14, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at a point that is N 01°02'34" E 30.00 feet and S 88°57'26" E 44.83 feet from the Northeast Corner of the Northeast Quarter of said Section 14; thence
S 00°43'09" W 30.00 feet; thence
S 00°35'31" W 55.52 feet; thence
N 88°59'35" W 761.80 feet; thence
S 00°29'05" W 635.77 feet; thence
N 88°42'12" W 829

Subject to easements and restrictions of record.

The boundaries of the District do not contain any property not referenced in Resolution No. 2020-06, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on May 18, 2020, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- a. The Board of Education of U.S.D. No. 443 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Ford County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Ford County or Unified School District No. 443.

Section 5. Reimbursement. The Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Dodge City, Kansas and publication one time in the official City newspaper.

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PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on May 18, 2020.

[SEAL]

Mayor

City Clerk

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: May 18, 2020
*Subject: Rezoning for 3230 & 3232 N.14th
Ave.*
Agenda Item: Ordinance #3734

Recommendation: The Dodge City Planning Commission held a public hearing on May 12, 2020 and recommends approval of this zoning amendment.

Background: The applicant wishes rezone this vacant property to C-2 Commercial Highway to allow for Black Hills Energy to relocate to this property immediately north of Victory Electric. This rezoning will also include the existing Victory Electric location, rezoning it to the appropriate zoning for its use.

Justification: The property in question is located along 14th Ave., an arterial street. Victory Electric is also already located there. Commercial use in this area is an appropriate use. The rezoning of this property is in agreement with the City's Comprehensive Plan.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Ordinance #3734, Map

ORDINANCE NO. 3734

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE LOTS LOCATED AT 3230 & 3232 NORTH 14th AVENUE FROM R-S RESIDENTIAL SUBURBAN, TO C-2, COMMERCIAL HIGHWAY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned:

Tract 1:

A tract of ground described as follows, to-wit: Beginning at the Northwest corner of Lot 1, Block 1, Whispering Hills, City of Dodge City, Ford County, Kansas: thence North 00°19'28" East 509.89 feet; thence South 88°46'26" East 810.49 feet; thence South 00°24'00" West 502.26 feet; thence North 89°18'47" West 809 .74 feet to the point of beginning, containing approx. 9.4 acres

Tract 2:

Lot 1, Block 1, Whispering Hills, City of Dodge City, Ford County, Kansas.

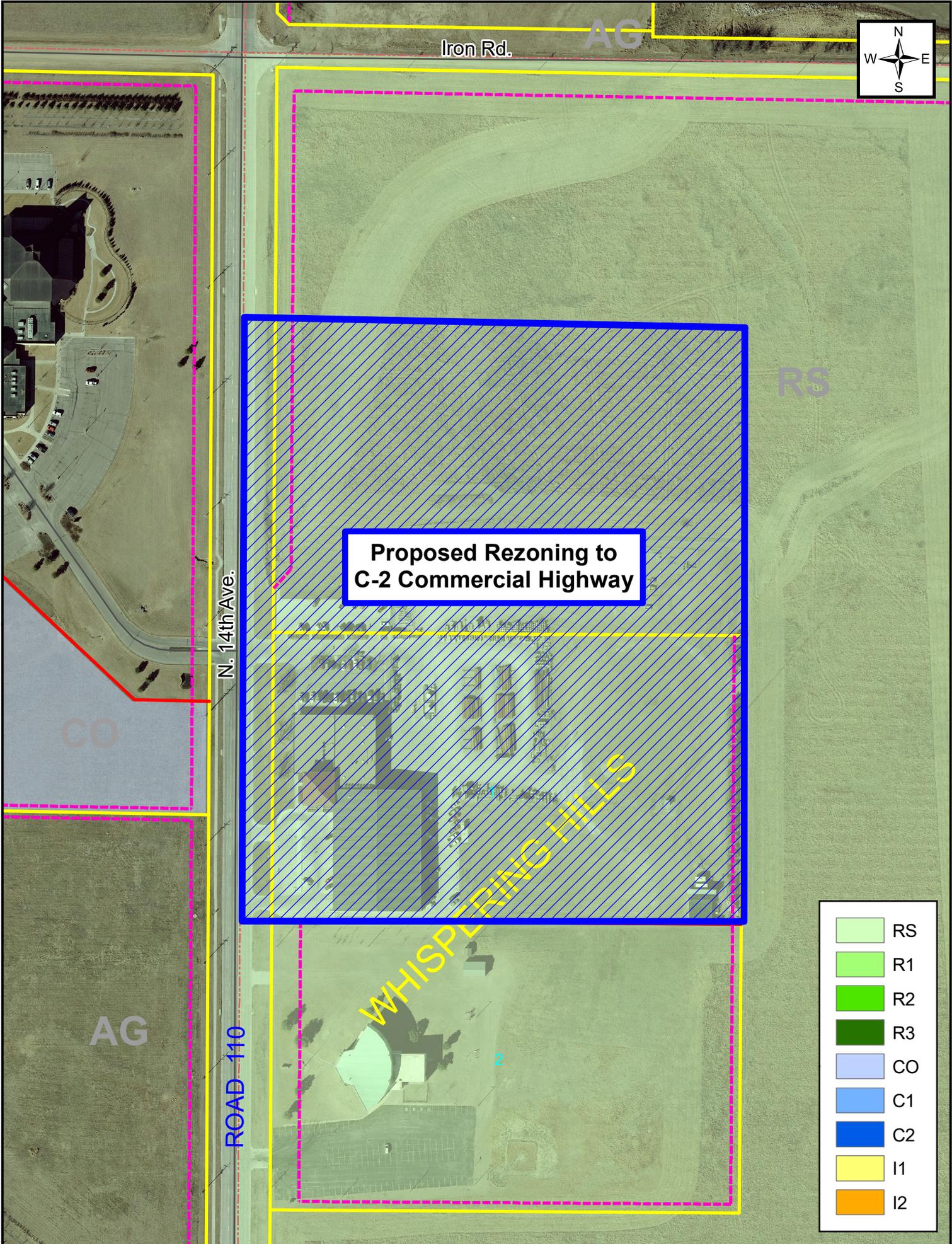
SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS EIGHTEENTH DAY OF MAY, 2020.

JOYCE WARSHAW, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Iron Rd.

AG



RS

**Proposed Rezoning to
C-2 Commercial Highway**

N. 14th Ave.

CO

AG

ROAD 110

WHISPLENG HILLS

	RS
	R1
	R2
	R3
	CO
	C1
	C2
	I1
	I2

Memorandum

To: Cherise Tieben, City Manager
From: Nicole May
Date: May 14, 2020
Subject: Ordinance No. 3735
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3735.

Background: At the May 4 City Commission meeting, the City Commission approved special assessment process for special assessments for Wagon Wheel Addition. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Wagon Wheel 2 Addition at the amounts listed in the ordinance. The amounts will be assessed for 15 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: none

Purpose/Mission: We strive for high service standards

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3735

ORDINANCE NO. 3735

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION No. 2018-15 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Wagon Wheel 2 Addition – Streets, Water and Sewer

Resolution No. 2018-15

Construct road and curb and gutters, water improvements, sewer improvements and associated engineering and design costs serving serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 1 and Lots 1, 2, 3, 4, 5, 6, 7, 8 9, 10, and 11, Block 2, Wagon Wheel Addition, Unit 2, an addition to the City of Dodge City, Ford County, Kansas.

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2020.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2020, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford

County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in fifteen (15) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on May 18, 2020, and signed by the Mayor.

Joyce Warshaw, Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls Wagon Wheel 2 Addition to the City of Dodge City

Property Description			Street, Drainage, Water & Sewer Improvement
Lot 1	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 2	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 3	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 4	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 5	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 6	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 7	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 8	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 9	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 10	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 11	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 12	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 13	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 14	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 15	Block 1	Wagon Wheel 2 Addition	38,257.28
Lot 1	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 2	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 3	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 4	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 5	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 6	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 7	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 8	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 9	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 10	Block 2	Wagon Wheel 2 Addition	38,257.28
Lot 11	Block 2	Wagon Wheel 2 Addition	38,257.28

Total Assessment

994,689.28

Memorandum

To: Cherise Tieben, City Manager
From: Nicole May
Date: May 14, 2020
Subject: Resolution No. 2020-13

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2020-13.

Background: So that the City can obtain financing for the Hennessey Hall renovations, the project first needs to be authorized by Resolution of the City of Dodge City. At the December 16, 2019 City Commission meeting the City Commission approved the contract with Conant Construction for the Hennessey Hall renovations in the amount of \$540,583.05 with the City paying \$325,214. Payments to be made with the rent received from the KLETC.

Justification: To issue Temporary Notes for specific public improvement projects need to be authorized by Resolution.

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

Purpose/Mission: To maintain and improve the structures owned by the City.

Legal Considerations: None

Attachments: Resolution No. 2020-13.

RESOLUTION NO. 2020-13

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

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

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (the “Improvements”):

<u>Description</u>	<u>Estimated Cost</u>
Hennessey Hall Improvements	\$540,583.05

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on May 18, 2020.

(Seal)

ATTEST:

Mayor

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 18, 2020, as the same appears of record in my office.

DATED: May 18, 2020.

Clerk

Memorandum

To: Cherise Tieben City Manager
From: Nicole May
Date: May 14, 2020
Subject: Resolution No. 2020-14

Agenda Item Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2020-14

Background: A 6(a) petition has been submitted by Tim Volz for the City of Dodge City to make improvements in the Wagon Wheel Addition Unit 3. The improvements are for waterline and sewerline extension and service and streets, curb and gutter construction. The proposed resolution authorizes the City to make the improvements in the benefit district and specially assess the costs of those improvements back to the property owner over a 15 year period. The City's current development policy allows special assessments as a financing tool for development projects. This area is a part of a RHID (Rural Housing Incentive District).

Justification: To assist the developer in residential development and promote affordable housing.

Financial Considerations: The City will issue temporary notes/GO bonds to cover the costs of the improvements and the bond payments will be made through special assessments to the benefit district and the increment property taxes in the RHID will go to pay back the special assessments.

Purpose/Mission: To assist in residential development in Dodge City.

Attachments: Resolution No. 2020-14

RESOLUTION NO. 2020-14

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (VARIOUS INTERNAL IMPROVEMENTS/WAGON WHEEL ADDITION, UNIT 3).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Dodge City, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (collectively the "Improvements"):

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets and curbs as necessary to serve the future Wagon Wheel Addition Unit 3, an addition to the City of Dodge City, Ford County, Kansas.

(b) The estimated or probable cost of the Improvements is: \$1,250,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 Block 1; Lots 1, 2, 3, 4, 5, 6, 7 and 8 Block 2; Lots 1, 2, 3, 4, 5, 6, 7 and 8 Block 3 and Lot 1 Block 4, Wagon Wheel Addition, Unit Three to the City of Dodge City, Kansas

(d) The method of assessment is: Per lot

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The above said Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Ford County, Kansas.

ADOPTED by the governing body of the City on May 18, 2020.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 18, 2020, as the same appears of record in my office.

DATED:

Clerk

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Memorandum

To: Cherise Tieben, City Manager
From: Nicole May
Date: May 14, 2020
Subject: Resolution No. 2020-15
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2020-15

Background: Boot Hill Museum is submitting a petition to create the Boot Hill Community Improvement District and authorize the proposed CID project. The petition is to add a 1% sales tax at the Boot Hill Museum location and the Boot Hill Resource Center location. In 2019, Boot Hill Museum purchased the former Chamber/Development Corp office and would use the proceeds of the CID to pay the outstanding note with the Development Corporation. The balance of the note is \$120,000. The petition is on file in my office and is an exhibit to the Resolution. The resolution sets a public hearing for June 15, 2020 and provides for notice of the public hearing. The resolution also restates the general nature of the proposed project, the estimated cost of the project, the proposed methods of financing, and a proposed 1% CID sales tax.

Justification: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district is the only amount reimbursed to the developer.

Financial Considerations: none

Purpose/Mission: We value progress and business growth for the community.

Legal Considerations: All will be met upon the passage of the Resolution.

Attachments: Resolution No. 2020-15 and Petition

RESOLUTION NO. 2020-15

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to the provisions of the Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “Act”), cities are authorized to establish community improvement districts, to authorize the performance of community improvement district projects, and to authorize the financing of such projects from the imposition of a community improvement district sales tax to be levied on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district in accordance with the Act; and,

WHEREAS, the Governing Body of the City of Dodge City, Kansas (the “City”) has determined to consider the advisability of creating a community improvement district as described in a petition (the “Petition”) filed for the establishment of a community improvement district in accordance with the Act, a copy of which is attached hereto as *Exhibit A*; and,

WHEREAS, the City desires to call and conduct a public hearing under the provisions of the Act in order to determine whether it is advisable to create a community improvement district within the City and approve the project and method of financing the project as requested in the Petition pursuant to the Act.

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

Section 1. Time and Place of Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City of Dodge City, Kansas to consider the advisability of creating a community improvement district as described in the Petition on June 15th at City Hall, located at 806 N. Second Avenue, Dodge City, Kansas, the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on the foregoing matters.

Section 2. The General Nature of the Proposed Project. The proposed project to be performed within the proposed community improvement district is described in *Exhibit B*, attached hereto and incorporated herein by reference.

Section 3. The Estimated Cost of the Project. The estimated cost of the proposed project is one hundred twenty thousand dollars (\$120,000)

Section 4. The Proposed Method of Financing the Project. The proposed method of financing for the proposed community improvement district is by reimbursement of costs on a “pay-as-you-go” basis.

Section 5. The Proposed Amount of Community Improvement District Sales Tax. A one percent (1%) community improvement district sales tax is proposed to be levied within the proposed community improvement district in accordance with the Act on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district.

Section 6. Legal Description and Map Exhibit. A legal description and map exhibit of the proposed community improvement district are attached hereto as *Exhibit C* and *Exhibit D*, respectively, and incorporated herein by reference.

Section 7. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

(a) A copy of this resolution must be mailed by United States certified mail, return-receipt requested, at least ten (10) days prior to June 15th, to each owner of real property within the proposed community improvement district.

(b) This resolution, including all exhibits attached hereto, must be published in the official City newspaper once each week for two (2) consecutive weeks; the second publication must occur at least seven (7) days prior to June 15th.

Section 8. Effective Date. This resolution will be effective upon its adoption by the Governing Body of the City of Dodge City, Kansas.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 18th day of May, 2020.

Mayor

Attest:

Connie Marquez, City Clerk

Brad Ralph, City Attorney

EXHIBIT "B"

LEGAL DESCRIPTION OF DISTRICT

Description:

Boot Hill Museum

The South 60 feet of the West 7 Feet of Lot 33, the South 60 feet of Lots 34-37, all of Lot 38 except the North 66.7 feet of the East 13 feet, all of Lots 39-50, Chestnut Street; the West 25 feet of 27 except the South 3 feet and North 5 feet, all of Lots 28-30 except the South 3 feet and North 5 feet, all of Lots 31 and 32 except the North 5 feet, all of Lots 33-40, Walnut Street; all of Lots 77 and 79 all of adjoining vacated alley, Spruce Street; all of adjoining vacated Fourth Avenue and Walnut Street.

Boot Hill Resource Center

All of Lots 41, 43, 45 and 47, spruce street in the Original Townsite of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.



W. Wyatt Earp Blvd.

Walnut St.

5th Ave.

Front St.

4th Ave.

W. Spruce St.

3rd Ave.

Gunsmoke St.

Front St.

Boot Hill Museum

Boot Hill Resource Center



FRONT ST.

GUNSMOKE ST.

SPRUCE ST.

59
49
48

81
39
38
37

75
73
71
69
67

3

5

6

7

33
32
31

32

2
2

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5
5
49

28
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17

1

12

11

14

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: May 18, 2020
*Subject: Black Hills Energy Addition
Final Plat*
Agenda Item: New Business

Recommendation: The Planning Commission met May 12, 2020 to review and recommend approval of this plat. This plat meets all of the requirements of the Dodge City Zoning Regulations and the Dodge City Subdivision Regulations.

Background: The applicant wishes to replat this vacant property to allow for the construction of the Black Hills Energy offices and equipment storage.

Justification: This property is zoned C-2, Commercial Highway and conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: None

Legal Considerations: None

Attachments: Plat Approval Application & Black Hills Energy Addition Final Plat

City of Dodge City
Application for Plat Approval

Section _____
Township _____
Range No. _____

Subdivision Case No. 20-05
Date Filed 5/8/20

I. Name of Subdivision. BLACK HILLS ENERGY ADDITION

II. General Location. N. 14TH AVE. & IRON RD.

III. Name of Property Owner VICTORY ELECTRIC
Address PO BOX 1335, DODGE CITY, KS 67801
Phone 620-227-2139

IV. Name of Agent N/A
Address _____
Phone _____

V. Name of Surveyor SMH CONSULTANTS
Address 707 3RD AVE, SUITE A, DODGE CITY, KS 67801
Phone 620-255-1952

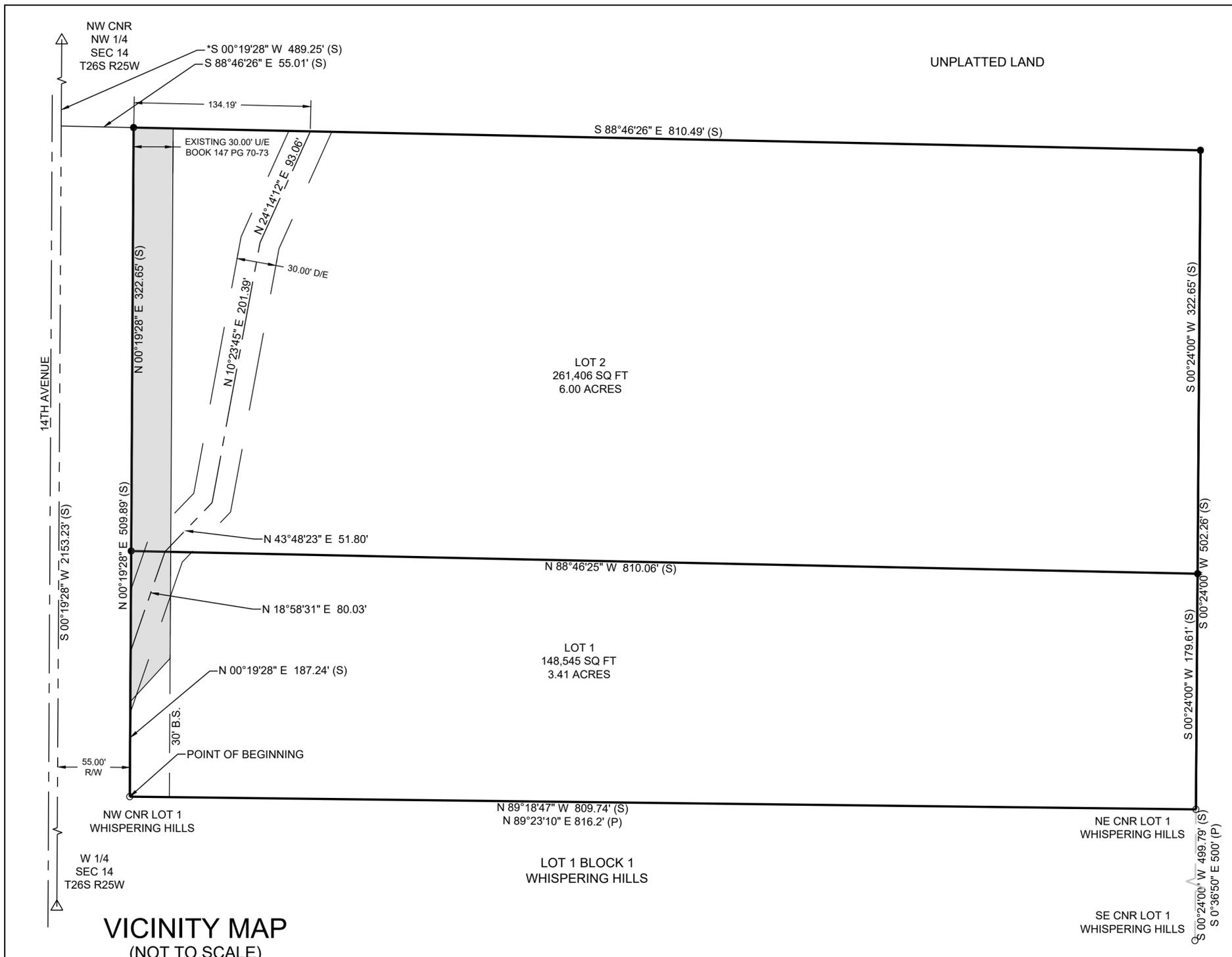
VI. Subdivision Information:
A. Gross Acreage of Plat. 9.41 (Ac.)
B. Number of Lots:
 1. Residential _____
 2. Commercial 2
 3. Industrial _____
 4. Other _____
C. Minimum Lot Frontage 180'
D. Minimum Lot Area 3.41 AC
E. Existing Zoning R-S
F. Proposed Zoning C-2
G. Public Water Supply Yes X No _____
H. Public Sanitary Sewers Yes X No _____

.....

This application was received at the office of the Secretary of the Dodge City Planning Commission on the 8th day of May, 2020. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ 200.00.

Nathan Litchell
Name

Planning + Zoning Administrator
Title



Notes:
 No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the Title of this property are shown, except as platted, as per agreement with the landowner.
 No gaps or overlaps exist.
 There are no lines of possession that affect this survey.
 Parent Tract is recorded in Book 231, Page 784, Register of Deeds Office, Ford County, Kansas.
 Zoning: C-2

UTILITY NOTES:
 Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

FLOODPLAIN NOTE:
 Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0195E, Effective Date, September 25, 2009.

DESCRIPTION:
 A tract of land in Northwest Quarter of Section 14, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Northwest Corner of Lot 1, Block 1, Whispering Hills, City of Dodge City, Ford County, Kansas; thence
 N 00°19'28" E 509.89 feet; thence
 S 88°46'26" E 810.49 feet; thence
 S 00°24'00" W 502.26 feet; thence
 N 89°18'47" W 809.74 feet to the point of beginning, containing 9.4 acres.
 Subject to easements and restrictions of record.

SYMBOL LEGEND

- MONUMENT FOUND (1/2" REBAR), ORIGIN - WHISPERING HILLS, UNLESS OTHERWISE NOTED
- 1/2"x24" REBAR W/ LS66 CAP SET
- (S) SURVEYED DIMENSION
- (P) DIMENSION FROM WHISPERING HILLS, UNIT 1
- * ASSUMED BEARING
- B.S. BUILDING SETBACK
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT

SCALE: 1" = 60'

IRON

Final Plat of Whispering Hills Unit 2, Closure Table

Point ID	Ang Rt Bearing	Distance	Point ID	Northing	Easting	
44	S 88°46'26"E	810.49	45	1726528.57	870347.80	
45	90°49'34" S	00°24'00" W	17	1726026.33	870344.29	
17	89°42'47" N	89°18'47" W	809.74	41	1726036.03	869534.61
41	90°21'45" N	00°19'28" E	509.89	44	1726545.92	869537.50
44	89°05'54"					

Perimeter: 2632.38 Cumulative Perimeter: 2632.38
 Approx: Sq. Feet: 409952 Acres: 9.4
 Approx: Total - Sq. Feet: 409952 Acres: 9.4

Correct Ending Coordinates, North: 1726545.92 East: 869537.49
 Ending Coordinates, North: 1726545.92 East: 869537.50
 Error, N: -0.00 E: 0.00 Total: 0.00 Brg: N 78°10'32"W
 Distance Traversed: 2632.38 Closure: 732640

Final Plat
BLACK HILLS ENERGY ADDITION
 An Addition to the City of Dodge City,
 Ford County, Kansas

SMH CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
 www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
 Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: TMG Project #2003DG4009 DD #

MAY 2020

SHEET 1 OF 2

OWNERS CERTIFICATE:

THE UNDERSIGNED, VICTORY ELECTRIC COOPERATIVE ASSN., INC., HEREBY CERTIFIES THAT THEY ARE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "BLACK HILLS ENERGY ADDITION" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING: A TRACT OF LAND IN NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, WHISPERING HILLS, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE
N 00°19'28" E 509.89 FEET; THENCE
S 88°46'26" E 810.49 FEET; THENCE
S 00°24'00" W 502.26 FEET; THENCE
N 89°18'47" W 809.74 FEET TO THE POINT OF BEGINNING, CONTAINING 9.4 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

VICTORY ELECTRIC COOPERATIVE ASSN., INC.

SHANE LAWS, CEO, VICTORY ELECTRIC COOPERATIVE ASSN., INC.

STATE OF KANSAS
COUNTY OF FORD SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "BLACK HILLS ENERGY ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2020.

CHAIRMAN, TOM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE
STATE OF KANSAS
COUNTY OF FORD SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2020 IN PLAT BOOK _____, PAGE _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

CITY APPROVAL
STATE OF KANSAS
CITY OF DODGE CITY

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "BLACK HILLS ENERGY ADDITION" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2020, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2020.

THE CITY OF DODGE CITY, KANSAS

JOYCE WARSHAW, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY COUNTY SURVEYOR
STATE OF KANSAS
COUNTY OF FORD SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2020 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE PLAT OF "BLACK HILLS ENERGY ADDITION", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2020, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A TRACT OF LAND IN NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, WHISPERING HILLS, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE
N 00°19'28" E 509.89 FEET; THENCE
S 88°46'26" E 810.49 FEET; THENCE
S 00°24'00" W 502.26 FEET; THENCE
N 89°18'47" W 809.74 FEET TO THE POINT OF BEGINNING, CONTAINING 9.4 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



TIM SLOAN, P.S.
PRESIDENT

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2020.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:
SMH Consultants
Tim Sloan, P.S., President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541

OWNER & SUB-DIVIDER:
The Victory Electric Cooperative Assn., Inc.
Shane Laws, CEO
3230 N. 14th Ave.
P.O. Box 880
Dodge City, Kansas 67801
PH: 620-371-7711

Final Plat BLACK HILLS ENERGY ADDITION

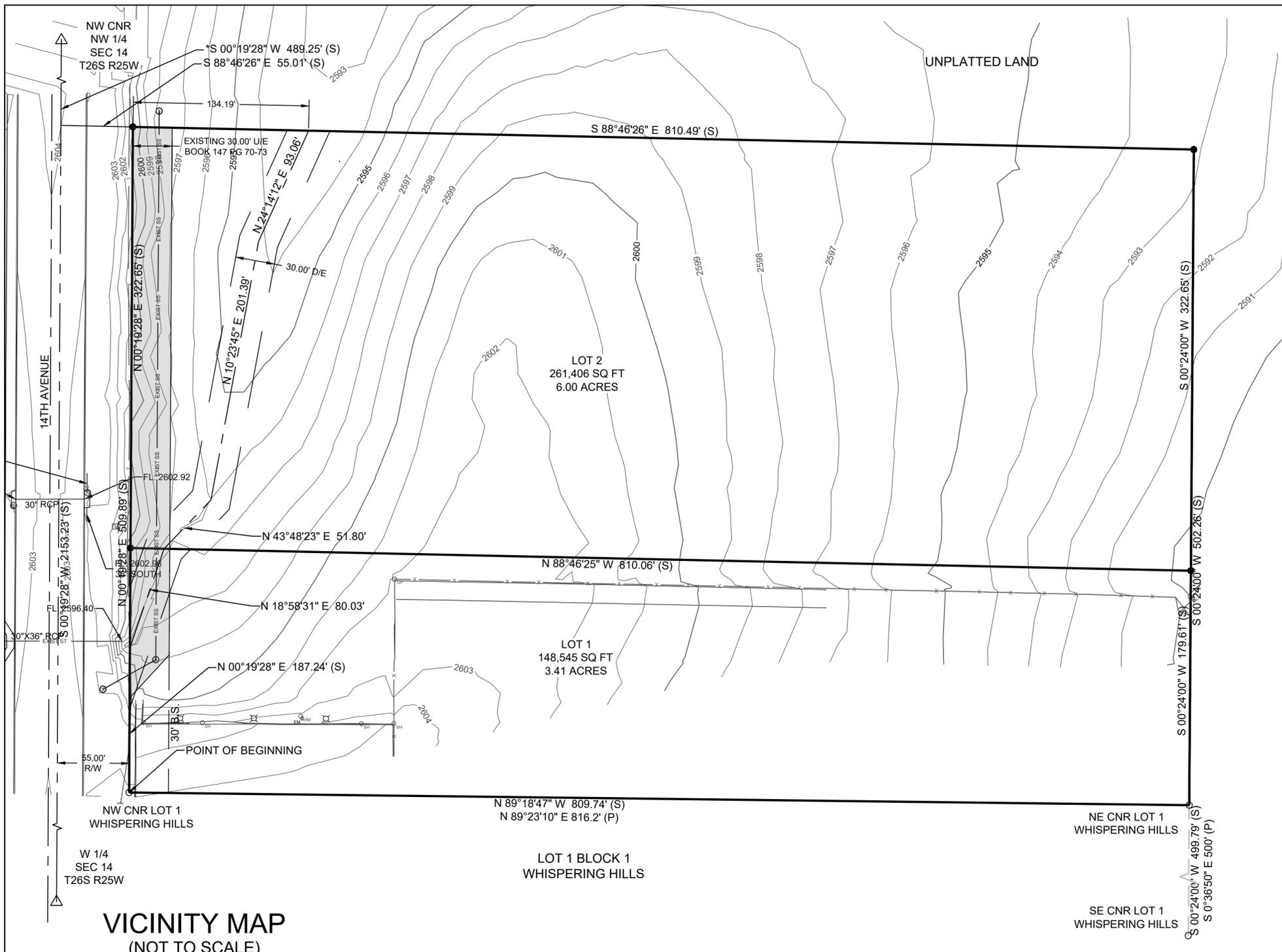
An Addition to the City of Dodge City,
Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
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Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By:TMG Project #2003DG4009 DD #

MAY 2020



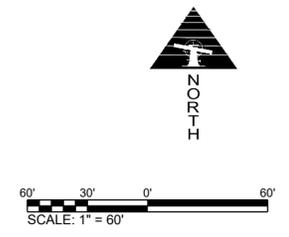
Notes:
 No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the Title of this property are shown, except as platted, as per agreement with the landowner.
 No gaps or overlaps exist.
 There are no lines of possession that affect this survey.
 Parent Tract is recorded in Book 231, Page 784, Register of Deeds Office, Ford County, Kansas.
 Zoning: C-2

UTILITY NOTES:
 Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or without endangering the construction, operation or maintenance of said facilities.

FLOODPLAIN NOTE:
 Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0195E, Effective Date, September 25, 2009.

DESCRIPTION:
 A tract of land in Northwest Quarter of Section 14, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

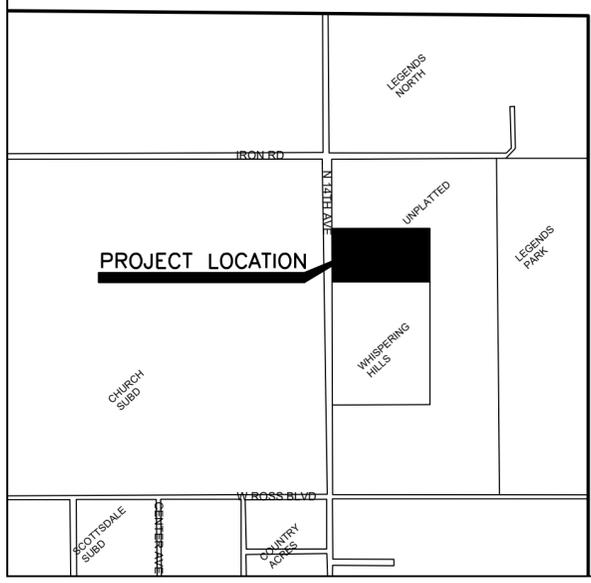
Beginning at the Northwest Corner of Lot 1, Block 1, Whispering Hills, City of Dodge City, Ford County, Kansas; thence
 N 00°19'28" E 509.89 feet; thence
 S 88°46'26" E 810.49 feet; thence
 S 00°24'00" W 502.26 feet; thence
 N 89°18'47" W 809.74 feet to the point of beginning, containing 9.4 acres.
 Subject to easements and restrictions of record.



SYMBOL LEGEND

- MONUMENT FOUND (1/2" REBAR), ORIGIN - WHISPERING HILLS, UNLESS OTHERWISE NOTED
- 1/2"x24" REBAR W/ LS66 CAP SET
- (S) SURVEYED DIMENSION
- (P) DIMENSION FROM WHISPERING HILLS, UNIT 1
- * ASSUMED BEARING
- B.S. BUILDING SETBACK
- U.E. UTILITY EASEMENT

VICINITY MAP
(NOT TO SCALE)



Preliminary Plat of Whispering Hills Unit 2, Closure Table

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
44	S 88°46'26"	E	810.49	45	1726528.57	870347.80
45	90°49'34"	S 00°24'00"	W 502.26	17	1726026.33	870344.29
17	89°42'47"	N 89°18'47"	W 809.74	41	1726036.03	869534.61
41	90°21'45"	N 00°19'28"	E 509.89	44	1726545.92	869537.50
44	89°05'54"					

Perimeter: 2632.38 Cumulative Perimeter: 2632.38
 Approx: Sq. Feet: 409952 Acres: 9.4
 Approx: Total - Sq. Feet: 409952 Acres: 9.4

Correct Ending Coordinates, North: 1726545.92 East: 869537.49
 Ending Coordinates, North: 1726545.92 East: 869537.50
 Error, N: -0.00 E: 0.00 Total: 0.00 Brg: N 78°10'32"W
 Distance Traversed: 2632.38 Closure: 732640

Preliminary Plat
BLACK HILLS ENERGY ADDITION
 An Addition to the City of Dodge City,
 Ford County, Kansas



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 Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: TMG Project #2003DG4009 DD #

MAY 2020

OWNERS CERTIFICATE:

THE UNDERSIGNED, VICTORY ELECTRIC COOPERATIVE ASSN., INC., HEREBY CERTIFIES THAT THEY ARE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "BLACK HILLS ENERGY ADDITION" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING: A TRACT OF LAND IN NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, WHISPERING HILLS, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE
N 00°19'28" E 509.89 FEET; THENCE
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S 00°24'00" W 502.26 FEET; THENCE
N 89°18'47" W 809.74 FEET TO THE POINT OF BEGINNING, CONTAINING 9.4 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

VICTORY ELECTRIC COOPERATIVE ASSN., INC.

SHANE LAWS, CEO, VICTORY ELECTRIC COOPERATIVE ASSN., INC.

STATE OF KANSAS
COUNTY OF FORD SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "BLACK HILLS ENERGY ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2020.

CHAIRMAN, TOM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE
STATE OF KANSAS
COUNTY OF FORD SS

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STATE OF KANSAS
CITY OF DODGE CITY

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THE CITY OF DODGE CITY, KANSAS

JOYCE WARSHAW, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY COUNTY SURVEYOR
STATE OF KANSAS
COUNTY OF FORD SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2020 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE PLAT OF "BLACK HILLS ENERGY ADDITION", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2020, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

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TIM SLOAN, P.S.
PRESIDENT

TRANSFER RECORD CERTIFICATE:

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DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:
SMH Consultants
Tim Sloan, P.S., President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541

OWNER & SUB-DIVIDER:
The Victory Electric Cooperative Assn., Inc.
Shane Laws, CEO
3230 N. 14th Ave.
P.O. Box 880
Dodge City, Kansas 67801
PH: 620-371-7711

Preliminary Plat BLACK HILLS ENERGY ADDITION

An Addition to the City of Dodge City,
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Drawn By:TMG Project #2003DG4009 DD #

MAY 2020

Memorandum

*To: City Manager
City Commissioners*
From: Corey Keller, Public Works Director
Date: May 13, 2020
*Subject: Approval to Execute the FAA CARES
Act Grant Offer*
Agenda Item: New Business

Recommendation: To authorize Cherise Tieben, Corey Keller, and Brad Ralph to execute the FAA CARES Act grant offer 3-20-0017-033-2020 for \$69,000.00

Background: The CARES Act provided approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. Since around mid-March the Airport has seen a drastic reduction in enplanements. Current estimates based on last year's numbers show that the reduction of passengers using the Airport are over 500 for the months of March and April and we expect that this number will continue to grow throughout this year. Prior to the start of the pandemic we were seeing record passenger counts exceeding all previous years.

Justification: At this time it is not known what the actual economic impact of this health emergency will be to Airports. Prediction reports estimate that demand for air travel may not return until the end of June or July and possibly beyond. The funds made available for this grant will help assist the Airport in the loss of revenue. The funds can be used for any purpose for which airport revenues may be lawfully used. In this case staff plans to utilize the funds to offset payroll costs and other operational costs.

Financial Considerations: The grant will reimburse the City with Federal funds up to \$69,000.00 for loss of revenues that occurred to the airport during COVID-19 Pandemic.

Legal Considerations: Legal has reviewed the grant offer and is in agreeance.

Attachments: A copy of the FAA CARES act grant offer.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

April 30, 2020

Mr. Corey Keller
Airport Manager
Dodge City Regional Airport
806 2nd Ave
Dodge City, KS 67801

Dear Mr. Keller:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-20-0017-033-2020 for Dodge City Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 1st**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be automatically routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, the FAA will email a copy of the executed grant to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, please email me to close the grant. I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	_ May 3, 2020
Airport/Planning Area	_ Dodge City Regional
CARES Grant Number	_ 3-20-0017-033-2020
Unique Entity Identifier	_ 073316721
TO:	_ City of Dodge City (herein called the “Sponsor”)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated **April 21, 2020**, for a grant of Federal funds at or associated with the **Dodge City Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Dodge City Regional Airport** (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to **Dodge City Regional** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern “airport revenue.” New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the

Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$69,000.00.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 1st, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or

misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not

excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

22. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
23. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
24. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
- A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
25. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
26. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
27. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Dodge City

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Kansas** . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic

communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.

- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned

or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the

provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.