

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, May 3, 2021

7:00 p.m.

MEETING #5182

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Kurt Larson, Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

National Travel and Tourism proclamation and the National Train Day Proclamation

Children's Mental Health Awareness 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 Work Session Minutes, April 19, 2021;
2. Approval of City Commission Meeting Minutes, April 19, 2021;
3. Appropriation Ordinance No.9, May 3, 2021;
4. Cereal Malt Beverage License:
 - a. Loves Travel Stop #558, 2505 E. Trail Street,
5. Approval of Change Order #1, Casa Del Rio, Phase 1, PL 2004.
6. Approval of Contract for Water Service at 2500 Military Avenue.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

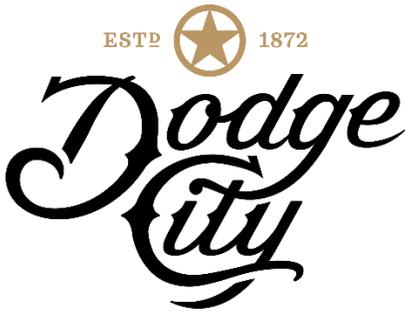
NEW BUSINESS

1. Approval of the 2021 Code of Ethics (COE) for the City of Dodge City. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa, Human Resource Officer, Tara Schraeder.
2. Approval of Amendment Agreement #1 for the Downtown Streetscape Design. Report by Director of Engineering Services, Ray Slattery.
3. Approval of Quote for Traffic Signal Improvements at Central Avenue. & Soule Street/University Drive. Report by Tanner Rutschman, PE, City Engineer.
4. Approval of Bids for Purchasing and Replacing the Animal Cages at the Animal Shelter. Report by Director of Administration, Ryan Reid.
5. Approval of Special Assessment Proceeds – Candletree Addition Unit 8 Phase II. Report by Finance Director, Nicole May.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



PROCLAMATION

WHEREAS, the Power of Travel has been a consistent driver of Ford County's economy and workforce.

WHEREAS, Travel is at the heart of America's economic sustainability. It generates millions of jobs, and billions in taxes, it is a vital resource in improving America's image. In Ford County, the Tourism Industry has experienced exponential growth over the past decade, visitor spending has increased by 66% - \$53.5 million - since 2010.

WHEREAS, Travel is one of America's largest service exports, and is among the largest private-sector employers in the United States. Across the nation, **17 million jobs are connected to travel**; and,

WHEREAS, Kansas tourism has a **\$7.3 Billion** impact on the Kansas economy and supports 66,007 direct tourism jobs.

WHEREAS, According to the Tourism Economics 2019 report, 'Economic Impact of Tourism in Ford County,' key indicators show that **leaders in the community are supporting the importance and growth of tourism in Dodge City and throughout the county**, with visitors **spending \$135 million in Ford County, which ranks 8th among all counties in the state.**

WHEREAS, Tourism in Ford County generated **\$10.7 million accruing to state and local taxes**. The **largest two categories of spending are recreation, and food and beverages, with \$39.7 million spent in recreation and \$30.3 million spent on food and beverages in Ford County.**

WHEREAS, This spending **directly supported 1,125 jobs in Ford County**, with **overall visitor-supported economic activity supporting more than 1,428 jobs** – that is **one out of every 13 jobs in the county.**

WHEREAS, **Group travel (conference meetings, bus travelers, weddings, reunions) impacted Dodge City by \$11.7 million**; increasing our tax revenues and providing an improved quality of life for Dodge City citizens.

NOW, THEREFORE, I, Rick Sowers, Mayor, do hereby proclaim May 2-8, 2021 as

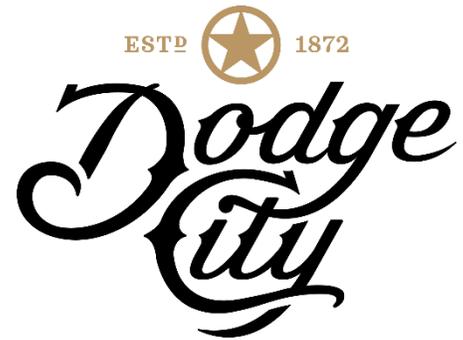
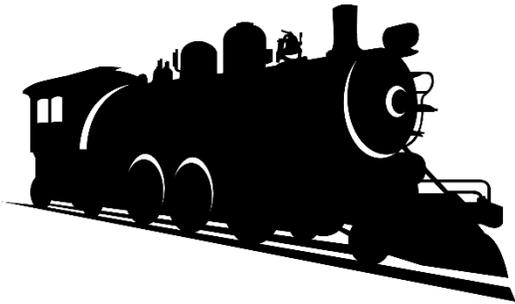
NATIONAL TRAVEL AND TOURISM WEEK

BE IT FURTHER RESOLVED that the City of Dodge City with the aid of the Convention and Visitors Bureau, will hold a reception on May 4th from 9 AM to 10:30 AM at the Boot Hill Museum, **with complementary Historic Trolley Tours on that day at 10:30 AM and 1:30 PM** in observance of Travel and Tourism Week, and urge the citizens to join me in this special observance with appropriate events and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 3rd day of May, 2021

Rick Sowers, Mayor

Connie Marquez, City Clerk



NATIONAL TRAIN DAY PROCLAMATION

WHEREAS, Federal and State transportation departments have made expansion of high-speed and intercity passenger rail a top priority in building 21st-Century national infrastructure; and

WHEREAS, a healthy freight and passenger rail network is essential to keeping the American economy moving efficiently; and

WHEREAS, Dodge City has benefitted from train service on Amtrak's *Southwest Chief* route; and

WHEREAS, Amtrak continues to work with states on the development of the next generation of high-speed and intercity passenger rail trains which will create good jobs in the United States by resurrecting the domestic manufacturing base; and

WHEREAS, during FY 2019 (October 2018 - September 2019) Amtrak welcomed aboard more than 32.5 million passengers, and

WHEREAS, 5,324 passengers boarded or disembarked Amtrak trains in Dodge City;

NOW, THEREFORE, I, Rick Sowers, Mayor, do hereby proclaim May 8, 2021 as

NATIONAL TRAIN DAY

IN WITNESS THEREOF, I have hereunto set my hand this 3rd day of May, 2021

Rick Sowers, Mayor

Connie Marquez, City Clerk

PROCLAMATION

WHEREAS, good mental health is a key component in a child's healthy development and Children's Mental Health Week provides the opportunity to focus on this important matter, while celebrating the accomplishments of children and families affected by mental health concerns; and

WHEREAS, according to the United States Department of Health and Human Services, one in five children is diagnosed with a mental health condition; and

WHEREAS, research has shown early identification and appropriate treatment of mental health disorders among children and adolescents provide them better opportunities to lead full and productive lives; and

WHEREAS, children and youth with mental health challenges and their families benefit from access to timely services and supports that are family-drive, youth-guided and culturally appropriate; they also benefit from the integration of behavioral health in primary care, education, and child welfare; and

WHEREAS, it is important that children and adolescents, along with their families and communities, learn about warning signs of mental health disorder and where to obtain necessary assistance and treatment; and

WHEREAS, obtaining a full and accurate diagnosis of a child requires gathering information from diverse sources, including the family, school and others involved with the child; and

Now therefore, I Mayor Rick Sowers, of the City of Dodge City, do hereby proclaim
May 2nd – 8th, 2021 as

Children's Mental Health Awareness Week

in Dodge City and urge all citizens to be aware that mental health is as important as physical health.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 3rd day of May, 2021.

SEAL

Mayor

City Clerk

CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

Monday, April 1, 2021

6:00 p.m.

CALL OR ORDER

WORK SESSION

Brett Letkowski, TranSystems and Jeff Best, LK Architecture along with city hall staff presented an update on the design and project status for the downtown Streetscape project.

ADOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, April 19, 2021

7:00 p.m.

MEETING #5181

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Kent Smoll, Blanca Soto, Joseph Nuci, Commissioner Brian Delzeit reported absent.

INVOCATION by

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Rick Sowers moved to make a change to the agenda, adding the Arbor Day Proclamation. Commissioner Kent Smoll made a motion to accept the addition of the Arbor Day proclamation to the agenda. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, April 5, 2021;
2. Appropriation Ordinance No.8, April 19, 2021;
3. Cereal Malt Beverage License:
 - a. Kwik Shop, 1811 Central Avenue.
 - b. Kwik Shop, 1500 E. Wyatt Earp Blvd.
4. Approval to Execute an Agreement with Kansas Department of Transportation.
5. Approval to Execute the FAA CARESA Grant.

Commissioner Kent Smoll made a motion to approve the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2021-09: A Resolution of the City of Dodge City, Kansas, Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof was approved on a motion by Commissioner Kent Smoll. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Kent Smoll moved to approve to authorize payment in the amount of \$371,551.06 from the reserve fund for the extraordinary event recovery charge from Victory Electric. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

At 7:35 pm Commissioner Kent Smoll made a motion that the Commission recess into executive session pursuant to the exception found in K.S.A. 75-4319(b) (6), the justification for closing the meeting is to discuss legal advice from counsel regarding potential claims for the city. The meeting included the Commissioners, City Manager, Nick Hernandez and City Attorney, Brad Ralph. The open meeting will resume in the City Commission chamber in 10 minutes at 7:45 p.m. The Commission will/will not take no action upon returning to open session and prior to adjournment. Commissioner Blanca Soto seconded the motion. The motion carried 4 - 0. The open meeting reconvened at. 7:45 pm.

ADJOURNMENT

Commissioner Blanca Soto moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

 City or County of Dodge City**SECTION 1 – LICENSE TYPE**Check One: New License Renew License Special Event Permit

Check One:

 License to sell cereal malt beverages for consumption on the premises. License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.**SECTION 2 – APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required): 004-731220756F-01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation Love's Travel Stops & Country Stores, Inc.		Principal Place of Business	
Corporation Street Address 10601 N. Pennsylvania Avenue		Corporation City Oklahoma City	State OK
		Zip Code 73120	
Date of Incorporation December 29, 1986		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name CT Corporation		Phone No. 785-233-0593	
Residence Street Address 515 S. Kansas Avenue		City Topeka	State KS
		Zip Code 66603	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name Love's Travel Stop #558			Name Attn: Licensing		
Business Location Address 2505 East Trail Street			Address P.O. Box 26210		
City Dodge City	State KS	Zip 67801	City Oklahoma City	State OK	Zip 73126
Business Phone No. (405) 463-8891			<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) Love's Travel Stops & Country Stores, Inc.					

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name Thomas E. Love	Position Executive Chairman	Date of Birth 10/10/1937
Residence Street Address 6824 N.W. Grand Blvd.	City Oklahoma City	State OK
	Zip Code 73116-5415	
Spouse Name N/A	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name Judith McCarthy Love	Position Secretary	Date of Birth 06/17/1937
Residence Street Address 6834 N.W. Grand Blvd.	City Oklahoma City	State OK
	Zip Code 73116-5415	
Spouse Name N/A	Position	Age
Residence Street Address	City	State
	Zip Code	
Name Gregory M. Love	Position Co-President - Co-CEO	Date of Birth 10/08/1961
Residence Street Address 7201 Nichols Road	City Oklahoma City	State OK
	Zip Code 73120-0017	
Spouse Name N/A	Position	Age
Residence Street Address	City	State
	Zip Code	



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: April 20, 2021
Subject: Approval of Change Order #1, Casa Del Rio, Phase 1, PL 2004
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for the Casa Del Rio, Phase 1, Utility Work for a decrease of in the contract amount of \$1,151.00.

Background: This project provided the Water and sewer infrastructure for Phase 1 of the Casa Del Rio subdivision. Casa Del Rio, Phase 1 subdivision provided sanitary sewer and water for 23 lots of the subdivision. The following items were adjusted in Change Order #1.

Sanitary Sewer Connection – There was a reduction of 1 connection to the project. The new sanitary sewer line only had one connection to the existing sanitary sewer system.

Erosion Control – This item was deleted from the project.

Contractor Supplied Curb Stop – This item had to be added to the contract as the City did not have the required number of valves on hand at the time of installation for all the water services.

Justification: These are the items that needed adjustment to finish the project.

Financial Considerations: Funding for these items will be from General Obligation Bonds issued for the project and the RHID for Casa Del Rio, Phase 1.

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

Legal Considerations: By approving the Change Order, additional payment will be made to Nowak Construction Co.

Attachments: Change Order #1

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Casa Del Rio - Phase 1

PROJECT NUMBER: PL 2004

CONTRACTOR: Nowak Construction Co.

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Sanitary Sewer Connection	Each	1	0	-1	\$ 905.00		\$ (905.00)
Erosion Control	LS	1	0	-1	\$ 2,300.00		\$ (2,300.00)
Contractor Supplied Curb Stop	Each	0	26	26		\$ 79.00	\$ 2,054.00
NET DECREASE							\$ (1,151.00)

RECOMMENDED FOR APPROVAL:

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

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Nowak Construction Co.

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: April 29, 2021
Subject: Contract for Water Service for Devin Denton, 2500 Military Ave.
Agenda Item: Consent Calendar

Recommendation: Approve Contract for Water Service.

Background: The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. Mr. Denton is planning to construct a house at this location for his personal use. He is wanting the house to have City water instead of his own well. He is requesting a domestic service from the City's line on the north side of Military Ave.

Justification: By allowing these connections, the Residents/Businesses/Property Owners have access to a potable water supply when their private well becomes non-operational, has other issues, like contaminations, or they just want a secure water supply. The connection provides a safe supply of potable water for the Resident/Business/Property Owner.

Financial Considerations: The cost for the installation of the service, and meter will be paid for by the property owner. The property owner will also be responsible for the fees to file the Water Contract with the Register of Deed's Office.

Purpose/Mission: This project aligns with the City's Core Value of "Safety". Together we endeavor to provide a safe potable water supply for the Residents/Businesses/Property Owners around Dodge City.

Legal Considerations: None

Attachments: Contract for Water Service

CONTRACT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as “City” and Devin Denton, hereinafter referred to as “Owner(s)”, and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

See Exhibit A

More commonly known as 2500 Military Ave.; hereinafter referred to as “the premises”.

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City’s present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City’s public water system at such point or location. Should the City elect not the extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

Contract for Water Service

Page 2

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$_____ which amount may be increased due to unforeseen circumstances or decreased due to actual costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

All tapping, meter and service line installation fees, along with filing fees shall be paid once installation is complete and prior to water service being turned on.

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

SPECIAL CONDITIONS:

No Special Conditions are required for this installation.

Contract for Water Service

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THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Rick Sowers, Mayor

ATTEST:

Connie Marquez, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Rick Sowers**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Contract for Water Service

Page 4

By _____
(Owner Signature)

(Owner Signature)

(Printed Owner Name)

(Printed Owner Name)

DATED this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:



Memorandum

To: City Manager, City Commissioners
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs & Tara Schraeder, Human Resources Officer
Date: May 3rd, 2021
Subject: Code of Ethics
Agenda Item: New Business

Recommendation: The Employee Council and City staff recommends approval of the 2021 Code of Ethics (COE) for the City of Dodge City.

Background: An ethics policy can serve many goals for a local government, including restoring public trust, encouraging civil dialogue, decision making, or protecting the municipality from fraud and abuse. While all these goals are important, the foundational goal for any discussion of ethics in the public sector is to ensure an honest, effective government that serves the public. There are several policy tools available to achieve this goal, including codes of ethics and conduct and management solutions like education and training.

Justification: Providing a Code of Ethics for our employees to abide by will further our core purpose, values & mission statement.

Financial Considerations: None.

Purpose/Mission: We strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: The City Attorney has reviewed and approved the Code of Ethics as presented.

Attachments: Code of Ethics 2021



PRACTICES TO PROMOTE THE CITY OF DODGE CITY CODE OF ETHICS

Updated 04/27/2021

The City of Dodge City Code of Ethics is a statement of the aspirations and high expectations of public servants. These practices serve as a guide to behavior for City employees in carrying out its principles. The Code and these practices are intended to be used as a whole and in conjunction with one another. An ethical public servant will consider the full range of standards and values that are relevant to handling a specific matter and be committed to upholding both the spirit and the letter of this code.

City employees are committed to:

1. Advance the Public Interest. Promote the interests of the public and put service to the public above service to oneself.

- a. Seek to advance the good of the public, considering current and long-term interests of the society.
- b. Exercise discretionary authority to promote the public interest.
- c. Be prepared to make decisions that may not be popular but that are in the public's best interest.
- d. Subordinate personal interests and institutional loyalties to the public good.
- e. Serve all persons with courtesy, respect, and dedication to high standards.

2. Uphold the Constitution and the Law. Respect and support government constitutions and laws, while seeking to improve laws and policies to promote the public good.

- a. Recognize and understand the constitutional, legislative, and regulatory framework in which you work and fully discharge your professional roles and responsibilities.
- b. Promote constitutional principles of equality, fairness, representativeness, responsiveness, and due process in protecting citizens' rights and promoting the public good.
- c. Develop proposals for sound laws and policies and for improving or eliminating laws and policies that are unethical, counterproductive, or obsolete.
- d. Respect and safeguard protected and confidential information.

3. Promote democratic participation. Inform the public and encourage active engagement in governance. Be open, transparent, and responsive, and respect and assist all persons in their dealings with public organizations.

- a. Be open and transparent while protecting privacy rights and security.



- b. Recognize and support the public's right to know the public's business.
- c. Involve the community in the development, implementation, and assessment of policies and public programs, and seek to empower citizens in the democratic process, including special assistance to those who lack resources or influence.
- d. Assist members of the public in their dealings with government and respond to the public in ways that are complete, clear, and easy to understand.
- e. Promote timely and continuing dissemination of information about government activities to the community, ensuring a fair and transparent process and educating citizens to make effective contributions.

4. Strengthen social equity. Treat all persons with fairness, justice, and equality and respect individual differences, rights, and freedoms. Promote affirmative action and other initiatives to reduce unfairness, injustice, and inequality in society.

- a. Provide services to the public with impartiality and consistency tempered by recognition of differences. Ensure that all persons have access to programs and services to which they are entitled under the law and maintain equitable standards of quality for all who receive the programs and services.
- b. Provide equal treatment, protection, and due process to all persons.
- c. Oppose all forms of discrimination and harassment and promote affirmative action, cultural competence, and other efforts to reduce disparities in outcomes and increase the inclusion of underrepresented groups.

5. Fully Inform and Advise. Provide accurate, honest, comprehensive, and timely information and advice to elected and appointed officials and governing board members, and to staff members within the City of Dodge City.

- a. Provide information and advice based on a complete and impartial review of circumstances and needs of the public and the goals and objectives of the City of Dodge City.
- b. Be prepared to provide information and recommendations that may not be popular or preferred by superiors or colleagues.

6. Demonstrate personal integrity. Adhere to the highest standards of conduct to inspire public confidence and trust in public service.

- a. Exercise integrity, courage, compassion, benevolence, and optimism.
 - b. Maintain truthfulness and honesty and do not compromise them for advancement, honor, or personal gain.
 - c. Resist political, organizational, and personal pressures to compromise ethical integrity and principles and support others who are subject to these pressures.
 - d. Accept individual responsibility for your actions and the consequences of your actions.
 - e. Guard against using public position for personal gain or to advance personal or private interests.



- f. Zealously guard against conflict of interest or its appearance. Disclose any interests that may affect objectivity in making decisions and recuse oneself from participation in those decisions.
- g. Conduct official acts without partisanship or favoritism.
- h. Ensure that others receive credit for their work and contributions.

7. Promote Ethical Organizations: Strive to attain the highest standards of ethics, stewardship, and public service.

- a. Work to establish procedures that hold individuals and the City of Dodge City accountable for their conduct and support these procedures with clear reporting of activities and accomplishments.
- b. Act as stewards of public funds by the strategic, effective, and efficient use of resources; by regularly reexamining the efficacy of policies, programs, and services; and by seeking to prevent all forms of mismanagement or waste.
- c. Encourage open expression of views by staff members within the City of Dodge City and provide administrative channels for dissent. Protect the whistleblowing rights of public employees, provide assurance of due process and safeguards against reprisal, and give support to colleagues who are victims of retribution.
- d. Seek to correct instances of wrongdoing or report them to superiors. If remedies cannot be assured by reporting wrongdoing internally, seek external sources or agencies for review and action.
- e. Support merit principles that promote excellence, competence, and professionalism in the selection and promotion of public officials and employees and protect against biased, arbitrary, and capricious actions.
- f. Promote proactive efforts to increase the representativeness of the public workforce and the full inclusion of persons with diverse characteristics.
- g. Encourage organizations to adopt, distribute, and periodically review a code of ethics as a living document that applies principles of this code and other relevant codes to the specific mission and conditions of the organization.

8. Advance Professional Excellence: Strengthen personal capabilities to act competently and ethically and encourage the professional development of others.

- a. Keep up to date on emerging issues, practices, and potential problems that could affect your performance and accomplishing the mission of the City of Dodge City.
- b. Provide support and encouragement to others to upgrade competence and participate in professional activities and associations.
- c. Allocate time and resources to the professional development of students, interns, beginning professionals, and other colleagues.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: April 28, 2021
Subject: Approval of Amendment Agreement #1 for Downtown Street Scape Design, CA 2003
Agenda Item: New Business

Recommendation: Approve the Amendment Agreement #1 for Design Services for the Downtown Streetscape Project, Front St. from 3rd Ave. to Central Ave. from the building face to Wyatt Earp Blvd. along with 1st Ave. from Wyatt Earp Blvd. to Gunsmoke St., 2nd Ave. from Front St. to Gunsmoke St., 3rd Ave. from Wyatt Earp Blvd. to Gunsmoke, and Central Ave. from Wyatt Earp Blvd. to Vine St. with TranSystems for \$337,619.00.

Background: At the September 21, 2020 Commission Meeting, the Commission approved Phase 1 of the Downtown Street Scape Design. This phase was considered the discovery phase to determine the exact need for the final design. To date, TranSystems and LK Architecture have completed a large portion of phase 1 and are now ready to complete the project by providing the necessary work to complete final plans and the documents needed for bidding. From the beginning of the STAR Bond Development, renewing the downtown streetscape along Front St. has been the project at the top of the list. Now that the retail projects have been completed or are far enough underway, there are funds available to start design and then construction of the streetscape project. This project will not only provide a new look to Front St., but it will provide updated infrastructure to this first phase of the project and set the ground work for the continuation of the streetscape and infrastructure improvements for the rest of downtown.

The plan for the Streetscape is to provide a western theme, plus provide a café/retail zone, pedestrian area, and an amenity zone.

During the Scoping Meeting with TranSystems & LK Architecture it was determined it would be beneficial for the design of the project to be broken into two phases, a Discovery Phase and Final Design Phase. TranSystems has now provided a contract with scope of services for the Final Design Phase. This phase will include completion of plans, continue coordination of Utilities, apply for necessary permits, attend public meeting and Commission Meeting, and final plan submittal.

Justification: With this project Front St. will receive a “face lift”. New and improved infrastructure will be available for the businesses along Front St. The project will also generate a new feel and provide a better experience for the tourists that come to Dodge City for the western appeal.

Financial Considerations: This phase of the design with TranSystems is for \$337,619.00. Funding for the design work will be from the STAR Bonds. This brings the total design for the streetscape project to \$562,370.00.

Purpose/Mission: This project aligns with the City's Core Value of Ongoing Improvements and Safety.

Legal Considerations: The City will be entering into a contract with TranSystems and will be bound by the provisions of this contract.

Attachments: Amendment Agreement #1 to the Dodge City Streetscape Improvement Contract with TranSystems.

AMENDMENT AGREEMENT #1

The **Dodge City Streetscape Improvements** Agreement dated the 21st day of September 2020, entered into between the **City of Dodge City** and TranSystems Corporation as PRIME CONSULTANT, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Amendment #1 is for the additional services to complete final design for the Dodge City Streetscape Improvements project. The additional work for final design is outlined in the attached **Exhibit "C"**.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of _____ 2021.

City of Dodge City

TranSystems Corporation

By: _____

By: 

Printed Name:

Printed Name: Brett A. Letkowski, PE

Title:

Title: Senior Vice President

Exhibit “C”
Supplemental #1 Scope of Service
Dodge City Streetscape Improvements
Dodge City, KS

PROJECT UNDERSTANDING

The general project improvements as agreed upon by the City of Dodge City and TranSystems include full reconstruction of Front Street from Third Avenue to Central Avenue including the sidewalk and parking lot from the south building face to the back of curb of Wyatt Earp Boulevard. The following additions are considered part of the final design for the streetscape improvements:

- First Avenue from Wyatt Earp to Gunsmoke
- Second Avenue from Front Street to Gunsmoke
- Third Avenue from Wyatt Earp to Gunsmoke
- Central Avenue – Wyatt Earp to Vine, this will include intersection improvements at Front Street and Spruce Street
- Gunsmoke will include raised intersections at 3rd, 2nd, 1st Avenue’s and Central Avenue and only pavement marking between the mid-blocks/intersection improvements

The project improvements would include the following elements:

- New pavement, hardscape, and street crossings
 - Standard concrete, stamped concrete and brick pavers
 - Amenity specification and locations
 - Benches, Trash Receptacles, Bike Racks, Planters, Bollards
- Utilities – Water, Sewer, Storm Sewer, Electric, Gas, Communications
- Vault Enclosures & Utility Duct Analysis
- Lighting
 - Front Street from 3rd Avenue to Central Avenue include parking area
 - Intersections of Gunsmoke and Central, 1st, 2nd & 3rd Avenues
- Electrical service and distribution for streetscape lighting and power requirements for vendors and specialty lighting
- Coordination for future sound system integration and fire pit control
- Planting design of landscape areas
- Irrigation design of landscape areas
 - Full irrigation design with pipe sizing, zoning, etc...
- Final design of plaza area
 - Incorporation of El Capitan sculpture
 - Automated fire pit
 - Specification and incorporation of chuck wagon
 - Split-rail fencing detail
 - Ledge rock seat walls
- Final design of streetscape features
 - Timber Arches
 - Historical Marker Monuments
 - Incorporation of windmill feature
 - Trash enclosure design and details
 - Utility/Electrical enclosure design and details
 - Locations of Trail of Fame Medallions
 - In-grade planters, curbs and seat walls
 - Tree wells and grates
- Parking Inventory and parking plan and recommendations for short and long term parking
- Regulatory / Traffic / Parking Signage

- Sculpture Locations for future integration
- Wayfinding signage. Our scope would be limited to incorporation of any new wayfinding signage with existing wayfinding signage, identify locations and destinations to be listed on each sign. No sign design is included in this scope, it is assumed the City will work with a company to have the signs designed and constructed.

FINAL DELIVERABLES

The City will be provided one full size set of final plans, one full size (22" x 36") electronic PDF copy and one half size black line set of final plans and the Engineer's Probable Construction Cost. Project Specific Special Provisions will be written and submitted by TranSystems.

PROJECT TASKS

The project will be conducted in four phases, which are listed below with a brief description for each phase.

Phase 100 - Discovery Phase

Phase 200 - Field Check Plans

Phase 300 - Final Check

Phase 400 - Final Plans

Previously Completed

Further Refinement of Project, and detail development.

Final Review/Estimating of plans

Completion of Plans

Phase 200 Field Check Plans **Task 100 Plans and Estimates**

101. TranSystems will develop the design geometry for the project using the base mapping obtained in the Field Surveys previously completed. The TIN model created in the Field Surveys task will also be used during this phase to develop the vertical alignment information. This data, supplemented by City GIS, available LIDAR data, USGS mapping and existing As-Built Plans, will be used by TranSystems to define the existing drainage basins and size appropriate drainage structures per city of Dodge City Design criteria.
102. Field Check plans will be prepared and submitted in accordance with City of Dodge policies and practice, and will be approximately 60% complete. The following sheets are anticipated to be included in this submittal
 - Title Sheet
 - Typical Sections/General Notes
 - Roadway Plan & Profile Sheets
 - Hardscape/Streetscape Plan Sheets
 - Right of Way/Property Owner Sheet
 - Colored Utility Plan Sheets
 - Pavement/Miscellaneous Details
 - Storm Drainage Plan Sheets
 - Preliminary Geometric Layout Sheets
 - Vault Detail Sheets
 - Traffic Control/ Construction Sequencing (General discussion and overview)
 - Electrical and Lighting Plan Sheets
 - Waterline Location
 - Waterline Standards

- Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 25 ft., plus additional sections as needed at transition points, critical points, etc. to facilitate design and accuracy of earthwork quantities.)

103. The existing vaults will be removed by pulling the sidewalk off the top, any openings to the building basement will be sealed with cinder block or similar, apply a spray water proofing membrane material to the outside face of the block and backfilled with a well graded aggregate or AB-3. Compaction specifications will be supplied for this particular process. Any holes from the existing utilities will be filled. We assume all existing utilities be it public or private and all furnishing will be removed prior to vault enclosure construction.
104. TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format.

Task 200 Communications

201. TranSystems will attend one (1) Field Check meeting to review the plans and Field Check comments. This task also includes preparation of meeting minutes.
202. TranSystems will attend one (1) Steering Committee meeting in person to review the project design. This task also includes preparation of a PowerPoint for the presentation.

Task 300 Utility Coordination

301. TranSystems will submit plans and conflict list to utility companies to notify them to review and verify receipt of the utility plans. TranSystems will attend one (1) on site utility meeting during the field check phase and coordinate independently with each affected utility throughout the duration of the project.

Task 400 Public Meeting

401. TranSystems will assist the City in preparing for and conducting one (1) Public Meeting to present the project to the Public. TranSystems will prepare up to three (3) project display boards, and attend the meeting in person to assist the City in presenting the project. The City of Dodge City will be responsible for all set up, securing the facilities and publishing notices. TranSystems will be responsible for documenting the response from the public. It is anticipated that the meeting will be conducted in an open-house format, with no formal presentation required.

PHASE 300 FINAL CHECK PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Field Check Plans are approved, Final Check plans will incorporate the comments received at the Field Check Meeting and will further develop the plans. Final Check plans will be prepared and submitted in accordance with City of Dodge City policies and practice. These plans will be approximately 99% complete plans, which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan & Profile Sheets
- Hardscape/Streetscape Plan Sheets
- Irrigation Plan Sheets
- Right of Way/Property Owner Sheet
- Colored Utility Plan Sheets
- Pavement/Miscellaneous Details
- Storm Drainage Plan Sheets

- Preliminary Geometric Layout Sheets
- Vault Detail Sheets
- Retaining Wall and Ramp Details
- Traffic Control/Construction Sequencing
- Electrical and Lighting Plan Sheets
- Waterline Plan & Profiles
- Waterline Standards
- Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 25 ft., plus additional sections as needed at transition points, critical points, etc. to facilitate design and accuracy of earthwork quantities.)

TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format.

102. Special Provisions – Prepare Special Provisions to supplement the City of Dodge City standard construction specifications as needed.
103. QA/QC - Perform quality assurance/quality control reviews of the designs and drawings.

Task 200 R/W, Construction Easements and Drainage Easements

201. Property Descriptions- TranSystems isn't anticipating any legal descriptions or tract maps needed for any parcels of land throughout the project.

Task 300 Utility Coordination

TranSystems will continue to follow up and assist utility companies with relocations and plan information. TranSystems will continue to host online meetings and phone conversations with all utilities to help with any planning necessary to make sure all utilities will have a relocation plan moving into the project construction.

Task 400 Permitting

401. Permitting – TranSystems will handle all environmental clearances associated with the project. TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:

- The Kansas Department of Health & Environment Notice of Intent (NOI) - Projects that disturb greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems environmental team will prepare the NOI. The application fee of \$60 and is an annual fee will be paid for directly by the City of Dodge City.
- The Kansas Department of Health & Environment Water Line & Sanitary Sewer Review and Permitting for the proposed water line and sanitary sewer improvements throughout the project.

Task 500 Communication

501. TranSystems will attend one (1) Steering Committee meeting in person to review the project design. This task also includes preparation of a PowerPoint for the presentation.

502. TranSystems will attend one (1) City Commission meeting in person to review the project design. This task also includes preparation of a PowerPoint for the presentation.

PHASE 400 FINAL PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Final Check Plans are approved, Final plans will be stamped and submitted in accordance with City of Dodge City policies and practice. TranSystems will present the final plans to the City of Dodge City for acceptance. This should complete the plan production portion of the contract.

Assumptions

- The final design of the building façade and awnings are not a part of this supplemental. Once final direction is given a separate supplemental will be developed for that work.
- No footing design will be included as part of the future awning design work as part of this supplemental;
- City of Dodge City Construction Specifications will be used as the governing specifications for the project and will be supplemented by Project Special Provisions as required;
- Geological investigations are not included in this proposal. A separate agreement with the City of Dodge City will be negotiated to include these services, if required;
- Pavement designs are not included as part of this proposal. Proposed pavement sections will be based on existing pavement sections and City of Dodge City recommendations;
- Drainage design is assumed to generally occur within the project limits. Drainage improvements shall tie into the exiting storm sewer trunk lines or into the proposed Dodge City Streetscape design, should the existing trunk lines, capacity improvements or other miscellaneous drainage improvements be required other than required for the design from the Discovery Phase, TranSystems will enter into a supplemental agreement to complete that work;
- According to the FEMA web site, FIRM Map Number 20057C0194E, dated September 25, 2009 there are no floodplains or floodways delineated in the vicinity of this project. Therefore, no floodplain or floodway delineation will be shown on the plans or surveyed in the field;
- The scope of work does not include waters of the U.S. mitigation (likely not required);
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein.
- The selected contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data;
- Construction Inspection services are available upon request, but are not included in this agreement. A separate agreement with the City of Dodge City will be negotiated if these services are desired.
- Should public utilities need to be relocated, other than what's been noted as a part of this project, i.e. waterline and/or sanitary sewer relocations, the City of Dodge City will be responsible for specific relocation work. The design of these relocations are not included in this scope and a separate agreement with the City of Dodge City will be negotiated if these services are desired.
- The City of Dodge City will acquire all properties and/or easements needed for the project as defined by the legal descriptions and tract maps outlined herein. The City of Dodge City will be responsible for inserting the legal descriptions onto the appropriate acquisition forms prepared by the City.
- Utility relocation work will be completed as part of the project to not interfere with local businesses longer than necessary. TranSystems will have continued utility coordination during the construction process and during the time utilities are relocating.
- TranSystems and utility owners may need to enter local establishments during the utility meetings to understand entry points for services. Dodge City personnel shall assist in this effort in notifying the property owners upon setting up a meeting.

- TranSystems will need to visually inspect & obtain measurements for the storm sewer manholes along the existing reinforced concrete boxes that run north and south. Dodge City personnel shall assist in the removing of manholes during this process.
- Design services through construction, request for information (RFI), and change order reviews are not a part of this contract but would be a separate supplemental if these services are requested.

Project Design Fees

Discovery Phase (Original Contract) = \$224,751.00

Supplemental #1 = \$337,619.00

Total Contract Fee = \$562,370.00



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: May 3 2021
Subject: Traffic Signal Improvement (Central Ave. & Soule St./University Dr.), ST2106
Agenda Item: New Business

Recommendation: Approve the base quote from Phillips Southern Electric Co., LLC for the Traffic Signal Improvement at the intersection of Central Ave. & Soule St./University Dr. in the amount of \$71,500.00. This quote comes in under the engineer's estimate and budget of \$75,000.00.

Background: In 2017, this intersection received improvements to its eastbound and westbound signals in conjunction with the University Dr. widening project. The northbound and southbound signals were not replaced with that project and remain as our old aluminum, A-frame arm signals. These signals do not hold up well to high wind speeds, especially when all the necessary signal heads and signs are mounted on them. Once this project is complete, the intersection will have all new modern galvanized steel poles and arms that will stand up to high wind speeds and no longer be an ongoing maintenance concern.

Justification: This project will replace aging infrastructure that has become a frequent maintenance issue for public works.

Financial Considerations: This improvement will cost \$71,500.00 and be paid out of the Special Streets fund.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement by preparing for the community's future.

Legal Considerations: By approving the bid from Phillips Southern Electric Co., LLC, the City will enter a contract with Phillips Southern Electric Co., LLC, and be responsible to make payments for the completed work.

Attachments: Quote Tab

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

PROJECT: Traffic Signal Imprvement (Central Ave. & Soule St/University Dr.)

PROJECT #: ST 2106

BID DATE: 04/27/21

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Purchase of Signal Equipment	L.S.	1	\$25,000.00	\$ 25,000.00
2	Installation of Signal Equipment	L.S.	1	\$50,000.00	\$ 50,000.00
3	ALTERNATE	L.S.	1	\$17,500.00	\$ 17,500.00

BASE QUOTE \$ **75,000.00**
w/ ALTERNATE \$ **92,500.00**

CONTRACTOR: Phillips Southern Electric Co., Inc.	
ADDRESS: 650 E. Gilbert	
CITY:	Wichita
STATE:	Kansas
ZIP:	67211
LOW BIDDER	
UNIT PRICE	CONTRACT AMOUNT
\$26,500.00	\$ 26,500.00
\$45,000.00	\$ 45,000.00
\$15,000.00	\$ 15,000.00

BASE QUOTE \$ **71,500.00**
w/ ALTERNATE \$ **86,500.00**

BID SECURITY 5%
START DATE 8/16/2021

CONTRACTOR: L & S Electric, LLC	
ADDRESS: P.O. Box 1701	
CITY:	Salina
STATE:	Kansas
ZIP:	67402
UNIT PRICE	CONTRACT AMOUNT
\$25,240.00	\$ 25,240.00
\$71,309.00	\$ 71,309.00
\$17,238.00	\$ 17,238.00

BASE QUOTE \$ **96,549.00**
w/ ALTERNATE \$ **113,787.00**

BID SECURITY 5%
START DATE Late Summer/Fall



Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2021 04 29
Subject: Animal Cages Approval (2nd/final batch)
Agenda Item: New Business

Recommendation: Staff recommends approving the bid from Shor-Line for \$56,792.62. This would be the 2nd and final batch to for replacing the animal cages at the Animal Shelter.

Background: In 2020, work began on a number of improvements at the Dodge City Animal Shelter. Purchasing new cages for dogs and cats was part of this plan. This purchase represents the 2nd half of the planned number of cages.

These new cages are more flexible, larger, and meet State standards. They are designed to allow for expansion and the cat cages are mobile.

Financial Considerations: PD is reallocating budgeted funds to fund the cages.

Attached: Photos of cages



Dog Cages



Cat Condos



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: April 28, 2021
Subject: Approval of Special Assessment Proceedings – Candletree 8 Phase II
Agenda Item: New Business

Recommendation: I recommend the City Commission approve the documents as presented which will accept the final costs for the Candletree 8 Addition Phase II Special Assessment improvements and the documents that will notice the public and property owners of a public hearing to be set at the May 17 City Commission meeting.

Background: The City Commission previously approved Resolution No. 2019-01 which authorized improvements to be special assessed in Candletree 8 Addition Phase II. The construction of the improvements are now complete and we have the final numbers to approve. The special assessment process includes approving the final costs of the project, approving the assessment rolls, setting a public hearing for any comments regarding the assessments and causing the City Clerk to post notice of the public hearing in the newspaper and sending notices to the property owners.

Justification: The special assessment proceedings are required by State Statute.

Financial Considerations: The costs of the project will be bonded later in the year. Currently we have financed the improvements with Temporary Notes.

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: None

Attachments: Exhibit A – Statement of Final Costs, Exhibit B – Assessment Roll Certification, Exhibit C – Notice of Public Hearing (to be published in the newspaper), Exhibit D – Notice of Hearing and Statement of Costs Proposed to be Assessed (to be sent to property owner)

Special Assessment Proceedings
Candletree Addition Unit 8 Phase II

Authorized by Resolution No. 2019-01

Attached documents:

- Exhibit A - Statement of Final Costs
- Exhibit B – Assessment Roll Certification
- Exhibit C – Notice of Public Hearing
- Exhibit D – Notice of Hearing and Statement of Costs proposed to be Assessed

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION
Candletree Addition Unit 8 Phase II

The undersigned having been designated by the City of Dodge City, Kansas (the "City"), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefore in connection with certain internal improvements heretofore authorized by the City Commission, hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated: May 3, 2021

CITY OF DODGE CITY, KANSAS

By _____

EXHIBIT C

(Published in the Dodge City Daily Globe, on May ____, 2021)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF DOGE CITY, KANSAS

You and each of you are hereby notified that the City Commission of the City of Dodge City, Kansas (the "City") will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 et seq., at City Hall, 806 Second Avenue in the City, on May 17, 2021, at 7:00 p.m. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements: Candletree Addition Unit 8 Phase II, Resolution No. 2019-01, design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 4 and Lots 2, 3, 4, 5, 6, 7, and 8, Block 5, Candletree Addition, Unit 8 Phase II, an addition to the City of Dodge City, Ford County, Kansas. Cost of Improvements – \$550,097.08; \$550,097.08 to be assessed to property owner and \$0 to be paid by the City at Large.

An assessment roll prepared in accordance with the referenced Resolution approved by the City Commission is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the City Commission will consider an Ordinance levying such special assessments.

Dated: May 3, 2021

Nicole May
Finance Director

EXHIBIT D
NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

May 3, 2021
Dodge City, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on Schedule I attached hereto, that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") heretofore authorized by the City Commission of the City of Dodge City, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on Schedule I attached hereto.

You are hereby further notified that the City Commission of the City will meet on May 17, 2021, at 7:00 P.M., at City Hall, 806 Second Avenue, in the City, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. **WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING.**

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part on or before June 30, 2021. Any amount not so paid on or before June 30, 2021, will be collected in 15 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Nicole May
Finance Director

Assessment Rolls
Candletree Addition Unit 8 Phase II Subdivision

Resolution No. 2019-01 Authorized improvements in Candletree Addition Unit 8 Phase II Subdivision. Those improvements are: Construct road and curb and gutters, water improvements, sewer improvements and associated engineering and design costs serving the lots listed below.

<u>Property Description</u>			<u>Total Assessment</u>
Lot 1	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 2	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 3	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 4	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 5	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 6	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 7	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 8	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 9	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 10	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 11	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 12	Block 4	Candletree #8 Phase II Subdivision	27,504.85
Lot 13	Block 4	Candletree #8 Phase II Subdivision	27,504.86
Lot 2	Block 5	Candletree #8 Phase II Subdivision	27,504.86
Lot 3	Block 5	Candletree #8 Phase II Subdivision	27,504.86
Lot 4	Block 5	Candletree #8 Phase II Subdivision	27,504.86
Lot 5	Block 5	Candletree #8 Phase II Subdivision	27,504.86
Lot 6	Block 5	Candletree #8 Phase II Subdivision	27,504.86
Lot 7	Block 5	Candletree #8 Phase II Subdivision	27,504.86
Lot 8	Block 5	Candletree #8 Phase II Subdivision	27,504.86
Total			550,097.08

SCHEDULE I

Candletree Addition Unit 8, Phase II - Resolution No. 2019-01

<u>Description of Property</u>	<u>Amount proposed to be Assessed</u>
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 4 and Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5, Candletree Addition, Unit 8 Phase II, an addition to the City of Dodge City, Ford County, Kansas	\$550,097.08