

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, December 19, 2022

7:00 p.m.

MEETING #5233

**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](http://www.facebook.com/cityofdodgecity)

2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://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**

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

## **PETITIONS & PROCLAMATIONS**

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

City Loyalty Oath Ceremony- Dodge City Police Department

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, December 5, 2022.
2. Appropriation Ordinance No.24, December 19, 2022.

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Allocation of 2022 Special Alcohol and Drug Funds. Report by Nicole May, Finance Director.
2. Approval of the Quote for Streetlight Installation for Iron Road between 6<sup>th</sup> Avenue and 14<sup>th</sup> Avenue. Report by Ray Slattery, Director of Engineering.
3. Approval of Quote to Reconstruct Gunsmoke Street as part of the Downtown Streetscape Project. Report by Ray Slattery, Director of Engineering.
4. Approval of Supplemental Work for the Downtown Streetscape & Utility Improvement Project. Report by Tanner Rutschman, City Engineer.
5. Approval of Scope of Services for Terminal Expansion and Design. Report by Corey Keller, Public Works Director.
6. Approval of Agreement with Cherise Tieben for Interim Director of Human Resources Services. Report by Nick Hernandez, City Manager.
7. Approval of Southwest Kansas Legislative Policy Agenda. Report by Ernestor De La Rosa, Assistant City Manager/Legislative Affairs.

## **OTHER BUSINESS**

## **STAFF REPORTS**

CID Policy Review and Discussion

## **ADJOURNMENT**

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, December 5, 2022

7:00 p.m.

MEETING #5232

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

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2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://www.vimeo.com/cityofdodgecity).

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## **CALL TO ORDER**

**ROLL CALL** Mayor Kent Smoll absent, Vice Mayor Michael Burns, Commissioners Rick Sowers, Chuck Taylor, Joseph Nuci present.

**INVOCATION BY** Pastor Juan Espinoza of First United Methodist Church

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

Vice Mayor Michael Burns moved to add an executive session to the agenda. Commissioner Rick Sowers made a motion to amend the agenda adding an executive session. Commissioner Joseph Nuci 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).

Representative from Victory Electric, Kyndell Pennick, Vice President of Safety and Key Accounts presented the City of Dodge City with a capital credit check in the amount of \$48,321. He said it has been another great year working with the city staff.

City of Garden City, City Manager, Matt Allen and Assistant City Manager Derek Ramos were present. Derek spoke wanted to thank Dodge City for their generous contribution and support for the Hero in You Fund. Hero in You Fund which was a great event. Agreement between Western Kansas Community Foundation and United Way, which uses seed money from

corporate giving campaigns as well as local fund-raising efforts. There were around 250 participants. Also maybe be some interest in maybe recreating this event here in Dodge City and other communities.

City Manager, Matt Allen spoke and wanted to declare a proclamation and proclaimed December 6, 2022 as Ernestor De La Rosa Day. Matt read the proclamation and thanked Ernestor for his service not only for Dodge City but the surrounding areas of Southwest Kansas. He also expressed his thanks for all Ernesto's hard work and dedication to the southwest Kansas Coalition. Matt said they appreciated everything he has did for Garden City. Ernestor was presented with the proclamation. Congratulations Ernestor.

### **CONSENT CALENDAR**

1. Approval of Joint City/County Commission Meeting Minutes, November 21, 2022.
2. Approval of City Commission Meeting Minutes, November 21, 2022.
3. Appropriation Ordinance No.23, December 5, 2022.
4. Approval of Planning Commission Advisory Board Appointment.

Commissioner Joseph Nuci moved to approve the consent calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.

### **ORDINANCES & RESOLUTIONS**

**Resolution No. 2022-43:** A Resolution describing and defining the boundary of the City of Dodge City, Kansas was approved on a motion by Commissioner Joseph Nuci. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

### **UNFINISHED BUSINESS**

1. Commissioner Rick Sower moved to approve the agreement with Outlaw Productions for the operation and promotion of the Dodge City Raceway Park for the 2023 season. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

### **NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve the bid from Stripe & Seal, LLC in the amount of \$1.25 per lb with total amount of \$120,000. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.
2. Commissioner Chuck Taylor moved to approve the purchase of two (2) Trash Trucks for the City Sanitation Department. One Boom Truck from Elliot Equipment in the amount of \$203,611 and one Rear Trash Loader Truck from TriVista with the

in the amount of \$253,141.81 Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

3. Commissioner Rick Sowers moved to reject the bids from Screed Tech for a diesel generator in the amount of \$113,265 and the bid of \$146,500 for a natural gas generator. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

Commissioner Rick Sowers made a motion to approve the purchase from Foley Power Solutions in the amount of \$63,100 to purchase a generator for Dodge City Regional Airport. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

4. Commissioner Joseph Nuci moved to approve the proposal for city manager and city staff to continue negotiations a lease agreement pending the review by city attorney and city commissioners with Catholic Charities of Southwest Kansas (CCSK). Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.

## **STAFF REPORTS**

## **OTHER BUSINESS**

## **EXECUTIVE SESSION**

At 8:10 Commissioner Chuck Taylor moved to recess into executive session, the exception found in K.S.A. 75-4319(b)(2) for consultation with legal counsel. The justification for closing the meeting is to protect the privileged nature of legal advice from legal counsel regarding potential litigation. The open meeting will resume in the city commissioner chambers in 10 minutes at 8:20 pm. The commission will not take action upon returning to open session and prior to adjournment. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

Meeting reconvened at 8:20 pm.

## **ADJOURNMENT**

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

\_\_\_\_\_  
Mayor:

ATTEST:

\_\_\_\_\_  
City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Nicole May, Finance Director  
**Date:** December 12, 2022  
**Subject:** Allocation of 2022 Special Alcohol and Drug Funds  
**Agenda Item:** New Business

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**Purpose:** The City receives a portion of the alcohol and drug tax that is collected in the community. The City solicits applications from those who qualify for the funds. The applications received met the general requirements of the program. The recommendations by the committee are the amounts they feel best meets the overall goals of the program.

**Recommendation:** I recommend the approval of the disbursements of Special Alcohol and Drug Tax money for the recommended programs.

**Background:**

**City Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:** The City of Dodge City receives a portion of the alcohol and drug tax that is collected in the community. That tax is allocated 1/3 to the General Fund, 1/3 to a Special Park and Recreation Fund and 1/3 to a Special Alcohol and Drug Fund. This allocation is spelled out in the Kansas State Statutes. The amount deposited into the Special Alcohol and Drug fund are to be used for “the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers”. In order to accomplish this, we take applications from agencies/programs that provide those services. A committee of 3 individuals reviewed the applications and made a recommendation on the allocation of these funds. The 3 people serving on the committee were Hope Williams, Luanne Menard and Collin Clark. There is approximately \$130,000 to be allocated for these programs. The applications received, the amount applied for and the recommended allocation is:

Organization	Project	Amount of Request	Recommendation
Dodge City Police Dept – GREAT Program	Supplies and training for GREAT Program	2,127	2,127

New Chance	Assist with social detox position & bilingual licensed counselor position	80,510	80,510
Friends of Recovery	Oxford Houses of Dodge City	25,000	25,000
Compass Behavioral Health	Dual Diagnosis services	13,815	13,815

Amount \$: \$121,452

Fund:124

Dept:65000

Expense Code: 420003

Budgeted Expense

Grant

Bonds

Other

**Legal Considerations:** None

**Mission/Values:** Support the quality of life in Dodge City by best spending the monies the City receives for drug and alcohol treatment, education and prevention programs.

**Attachments:** None

**Approved for the Agenda by:**



\_\_\_\_\_  
Nicole May, Finance Director



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Ray Slattery, PE, Director of Engineering Services

**Date:** December 19, 2022

**Subject:** Approval of quote for Streetlight installation for Iron Rd. between 6<sup>th</sup> Ave. & 14<sup>th</sup> Ave.

**Agenda Item:** New Business

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**Recommendation:** Approve the estimate from Victory Electric to install 6 LED Street Lights along Iron Rd. from 6<sup>th</sup> Ave. to 14<sup>th</sup> Ave. in the amount of \$117,872.51.

**Background:** Iron Rd. between 6<sup>th</sup> Ave. and 14<sup>th</sup> Ave. is nearing completion. It is City policy to have streetlights installed along collector and arterial streets and at intersections. With that said there is a need to install 6 streetlights along Iron Rd. By paying the installation costs of the streetlights, the monthly bill for these lights will be \$7.05 per streetlight. This included the electricity usage and perpetual maintenance of the streetlights.

**Justification:** The addition of the streetlights will help with visibility and safety along Iron Rd.

**Financial Considerations:** Funding for the streetlights will come from the RHID for Iron Flat's, Phase 1.

**Purpose/Mission:** The completion of this project aligns with the City's core value of Ongoing Improvement and Safety by providing and preparing for the community's future.

**Legal Considerations:** By approving the estimate from Victory Electric, the City will be responsible to make payment to Victory Electric for the completed work.

**Attachments:** Victory Electric's estimate and a map showing the location of the streetlights.

# The Victory Electric Cooperative Assn., Inc.

# Estimate

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

**DATE** December 6, 2022  
**Estimate project** LIGHTS  
**Member Name** CITY OF DC

**Bill To:**  
  
CITY OF DODGE CITY

*Estimate valid until:* March 6, 2023

*Prepared by:* DANIEL POGUE

**Comments or special instructions: LIGHTS IRON PHASE 2**

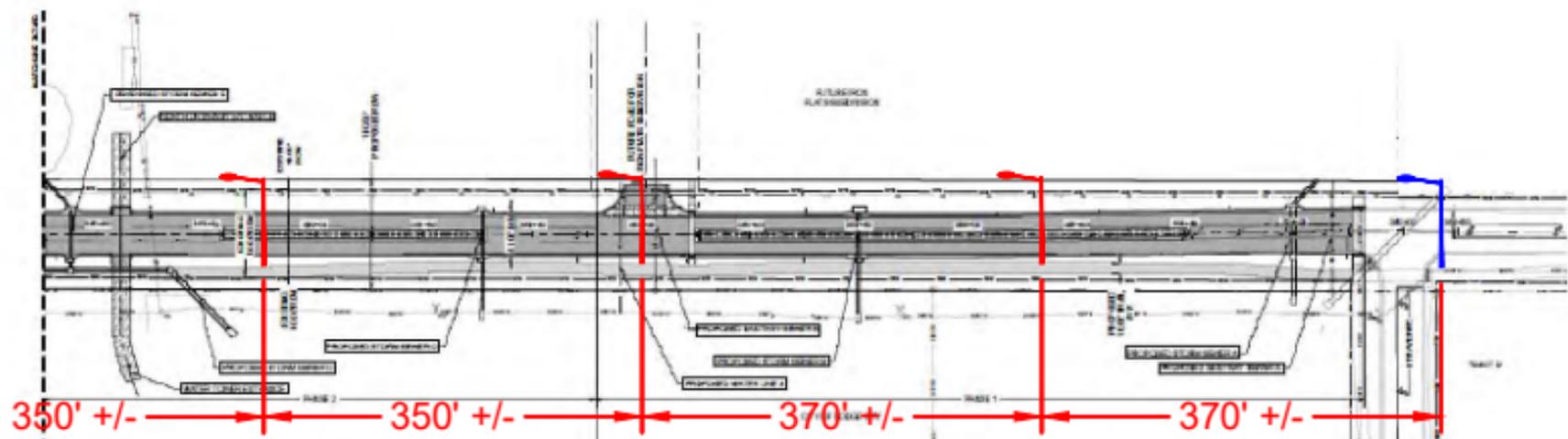
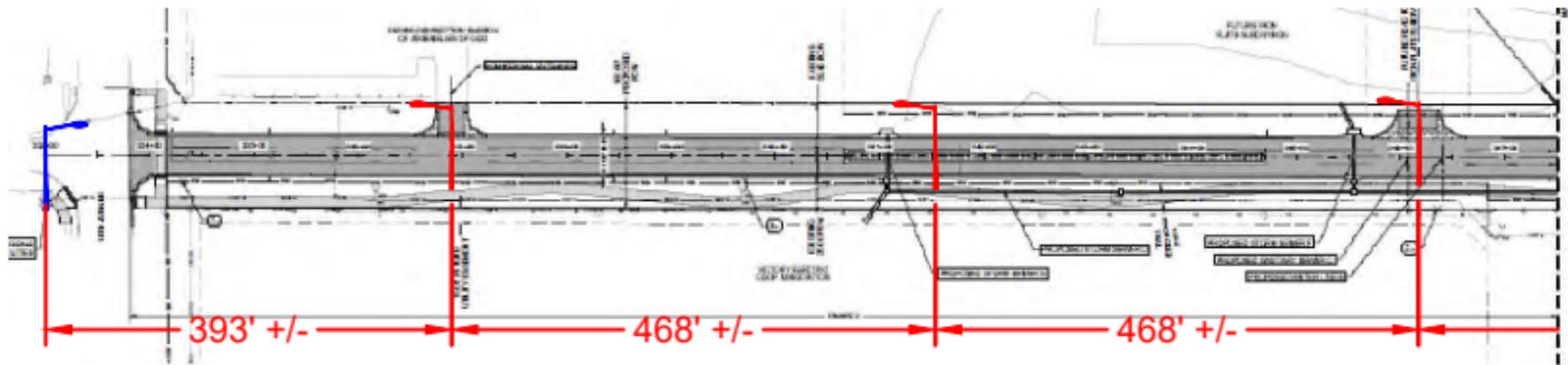
Description	AMOUNT
1.5 INCH CONDUIT	\$17,730.32
#6 DUPLEX URD	\$17,568.01
BASE BA, POLES, 12 FT ARMS	\$75,604.42
LT ST LED 100 WATT	\$ 3,519.75
TRANSFORMER AND TERMINATION	\$ 3,450.01
<i>Labor and Equipment built into estimate</i>	
<b>TOTAL</b>	<b>\$ 117,872.51</b>

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

**THANK YOU FOR YOUR BUSINESS!**



A Touchstone Energy<sup>®</sup> Cooperative 





# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** December 19, 2022  
**Subject:** Approval of Quote for Gunsmoke St. Reconstruction as part of the Downtown Streetscape Project  
**Agenda Item:** New Business

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**Purpose:** Consider for approval the Gunsmoke St. Reconstruction supplement to the Downtown Streetscape GMP.

**Recommendation:** Approve the quote from Building Solutions, LLC, for the reconstruction of Gunsmoke St. between Central Ave. and 3<sup>rd</sup> Ave. not originally included in the Downtown Streetscape Project in the amount of \$1,267,940.50.

**Background:** At the August 15, 2022, Commission Meeting, the Commission approved the GMP from Building Solutions, LLC. for the Downtown Streetscape Project. During the discussion of the project, the Commission asked what the additional cost would be to complete the reconstruction of Gunsmoke St. The intersections of 3<sup>rd</sup> Ave., 2<sup>nd</sup> Ave., 1<sup>st</sup> Ave., Central Ave. and Gunsmoke St. were included in the GMP. However, roughly 200 feet between the intersections is not included. Quantities were provided to Building Solutions for the completion of Gunsmoke St. Building Solutions used these quantities to prepare the quote for the reconstruction of Gunsmoke St. Plans will be prepared by City Staff if approved. There is a 2.5% contingency included in the quote on the hardscape to help cover unexpected items. Building Solutions estimates the reconstruction will take 6 months and will be done in phases.

**City Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:** The reconstruction of Gunsmoke St. will cost \$1,267,940.50. Funding of this project will be through GOB's issues in the future to cover any costs not covered by other funding means for the Streetscape Project.

Amount \$: \$1,267,940.50

Fund: TBD

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** By approving the quote from Building Solutions, LLC, the City will amend the GMP contract with Building Solutions, LLC, and be responsible to make payments for the completed work.

**Mission/Values:** This aligns with the City's Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

**Attachments:** Quote Sheet

**Approved for the Agenda by:**

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

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**Ray Slattery, PE, Dir. of Engineering Services**



**City of DC - Streetscape, Gunsmoke St. Supplement**

**12/2/2022**

**LINE ITEM BID ESTIMATE**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>General Conditions:</b>				
Bond (800K @ 1.25%)	1	ls	\$ 10,000.00	\$ 10,000.00
Office/Lab	6	mo	\$ 2,000.00	\$ 12,000.00
Utilities	6	mo	\$ 750.00	\$ 4,500.00
Copier Rent	6	mo	\$ 400.00	\$ 2,400.00
Supervision	6	mo	\$ 10,000.00	\$ 60,000.00
Administration	6	mo	\$ 2,500.00	\$ 15,000.00
Layout	1	ls	\$ 7,500.00	\$ 7,500.00
Dumpster	6	mo	\$ 750.00	\$ 4,500.00
Portable Toilets (2)	6	mo	\$ 300.00	\$ 1,800.00
<b>Street Items:</b>				
Sidewalk Vaults (Remove, CMU Wall, Flowable Fill)	4	ea	\$ 30,000.00	\$ 120,000.00
Removal of Existing Structures	1	ls	\$ 7,250.00	\$ 7,250.00
Excavation (Urban)	453	cy	\$ 38.00	\$ 17,214.00
Rock Excavation	813	cy	\$ 97.50	\$ 79,267.50

Dirt Fill (3rd to 2nd)	132	cy	\$ 36.00	\$ 4,752.00
Compaction (Type B - MR-90)	585	cy	\$ 9.75	\$ 5,703.75
5" Pavement (Non-Reinforced)(Brick Base)(No Saw Cut)	2,234	sy	\$ 45.75	\$ 102,205.50
4" Plain Concrete Sidewalks (Architectural)	9,927	sf	\$ 6.25	\$ 62,043.75
Fly Ash (Includes Material & Water)	2,639	sy	\$ 6.50	\$ 17,153.50
Curb & Gutter (All Types)	1,044	lf	\$ 26.25	\$ 27,405.00
Street Brick Pavers - Old Pavers	2,234	sy	\$ 66.00	\$ 147,444.00
Remove & Palletize Brick Pavers	2,234	sy	\$ 31.50	\$ 70,371.00
Traffic Control	1	ls	\$ 30,000.00	\$ 30,000.00
Signage (R&R Existing)	1	ls	\$ 5,000.00	\$ 5,000.00
Pavement Marking (Double Yellow only)	1	ls	\$ 5,220.00	\$ 5,220.00
Inlet Protection	10	ea	\$ 425.00	\$ 4,250.00
Owners Contingency (2.5%)(Hard Scape)	1	ls	\$ 20,574.50	\$ 20,574.50

**Waterline Items:**

General Conditions	1	ls	\$ 9,625.00	\$ 9,625.00
Traffic Control	1	ls	\$ 9,625.00	\$ 9,625.00
8" WaterMain (C900)	608	lf	\$ 194.50	\$ 118,256.00
Water Service connections	15	ea	\$ 6,060.00	\$ 90,900.00

**Stormsewer Items:**

General Conditions	1	ls	\$ 9,625.00	\$ 9,625.00
Traffic Control	1	ls	\$ 9,625.00	\$ 9,625.00
Storm Sewer (15" RCP)	762	lf	\$ 90.00	\$ 68,580.00
Storm Sewer (18" RCP)	40	lf	\$ 100.50	\$ 4,020.00
Grated Single Inlet	7	ea	\$ 7,125.00	\$ 49,875.00
Type 2 Double Inlet	3	ea	\$ 7,725.00	\$ 23,175.00
Roof Drain Connections	12	ea	\$ 2,590.00	\$ 31,080.00

**TOTAL BUDGET ESTIMATE: - - - - -**

**\$ 1,267,940.50**



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Tanner Rutschman, PE, City Engineer

**Date:** December 19, 2022

**Subject:** Approve Supplemental Work for the Downtown Streetscape & Utility Improvement Project, CA 2003

**Agenda Item:** New Business

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**Purpose:** The purpose of this project is to provide additional on-street parking included ADA accessible stalls along Spruce St. between 1<sup>st</sup> Ave. and Central Ave.

**Recommendation:** Approve the supplemental work with Building Solutions to construct additional on-street parking on Spruce St. in the amount of \$81,068.02.

**Background:** The Ford County Courthouse currently has 14 on-street parking stalls and one marked as ADA for a total of 15 stalls adjacent to it on Spruce St. and Central Ave. The stalls on Central Ave. will be eliminated with the Downtown Streetscape project due to sightline conflicts at the Spruce St. and Central Ave. intersection. To offset the loss of parking stalls on Central Ave., city staff considered adding angled stalls north of the Courthouse on Spruce St. This angled parking configuration will add an extra standard parking stall as well as an additional ADA stall. This improvement will require the sidewalk to shift south onto the Courthouse property to which Ford County Government has given verbal approval.

This improvement will result in a net gain of parking which includes compliant ADA stalls and provide better sightlines for eastbound traffic at the intersection of Spruce St. and Central Ave.

**City Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:**

Amount \$: 81,068.02

Fund: 12230300 442011

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** The City is currently under contract with Building Solutions, LLC for the Downtown Streetscape project and the cost of this supplemental work will be added to that contract.

**Mission/Values:** Approving this supplemental work aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

**Attachments:** Building Solutions, LLC pricing and parking improvement concept.

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, Dir. Of Engineering Services**



City of DC - Streetscape

11/23/2022

**COURTHOUSE PARKING STALLS**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>General Conditions:</b>				
Bond (80 k @ 1.5%)	1	ls	\$1,200.00	\$1,200.00
Office/Lab	0.5	mo	\$2,000.00	\$1,000.00
Utilities	0.5	mo	\$750.00	\$375.00
Copier Rent	0.5	mo	\$400.00	\$200.00
Supervision	0.5	mo	\$10,000.00	\$5,000.00
Administration	0.5	mo	\$2,500.00	\$1,250.00
Manage Utility Contractors	0.0	mo	\$5,000.00	\$0.00
Layout	0.5	mo	\$6,000.00	\$3,000.00
Signage	0.0	ls	\$5,000.00	\$0.00
Dumpster	0.5	mo	\$750.00	\$375.00
Portable Toilets (2)	0.5	mo	\$300.00	\$150.00
Preconstruction Services	0.0	ls	\$148,500.00	\$0.00

**Street Items:**

Clearing & Grubbing	1	ls	\$500.00	\$500.00
Excavation (Urban)	26	cy	\$38.00	\$988.00
Rock Excavation	70	cy	\$97.50	\$6,825.00
Remove & Palletize Brick Pavers	213	sy	\$31.50	\$6,709.50
Compaction (Type B - MR-90)	38	cy	\$9.75	\$370.50
6" Pavement (Non-Reinforced) (Hot Pour - No Wide Cut)	334	sy	\$51.75	\$17,284.50
Concrete Edge Curb	244	lf	\$6.50	\$1,586.00
Curb & Gutter (All Types)	425	lf	\$26.25	\$11,156.25
Traffic Control	1	ls	\$4,200.00	\$4,200.00
Pavement Marking	1	ls	\$1,200.00	\$1,200.00
4" Plain Concrete Sidewalks (Architectural)	1,624	sf	\$6.25	\$10,150.00
ADA Ramps (6-10' , 9-8' & 4 -6')	1	ea	\$2,115.00	\$2,115.00
Brick Pavers with 4" Base	96	sf	\$36.00	\$3,456.00

Hard Cost Subtotal: \$79,090.75

Owners Contingency 2.5% \$1,977.27

**TOTAL ESTIMATE:-----**

**\$81,068.02**

# SPRUCE ST.

PARKING STALLS ARE 20.5' FROM CURB FACE TO DRIVING LANE.

17 PARKING STALLS (15 + 2 ADA)

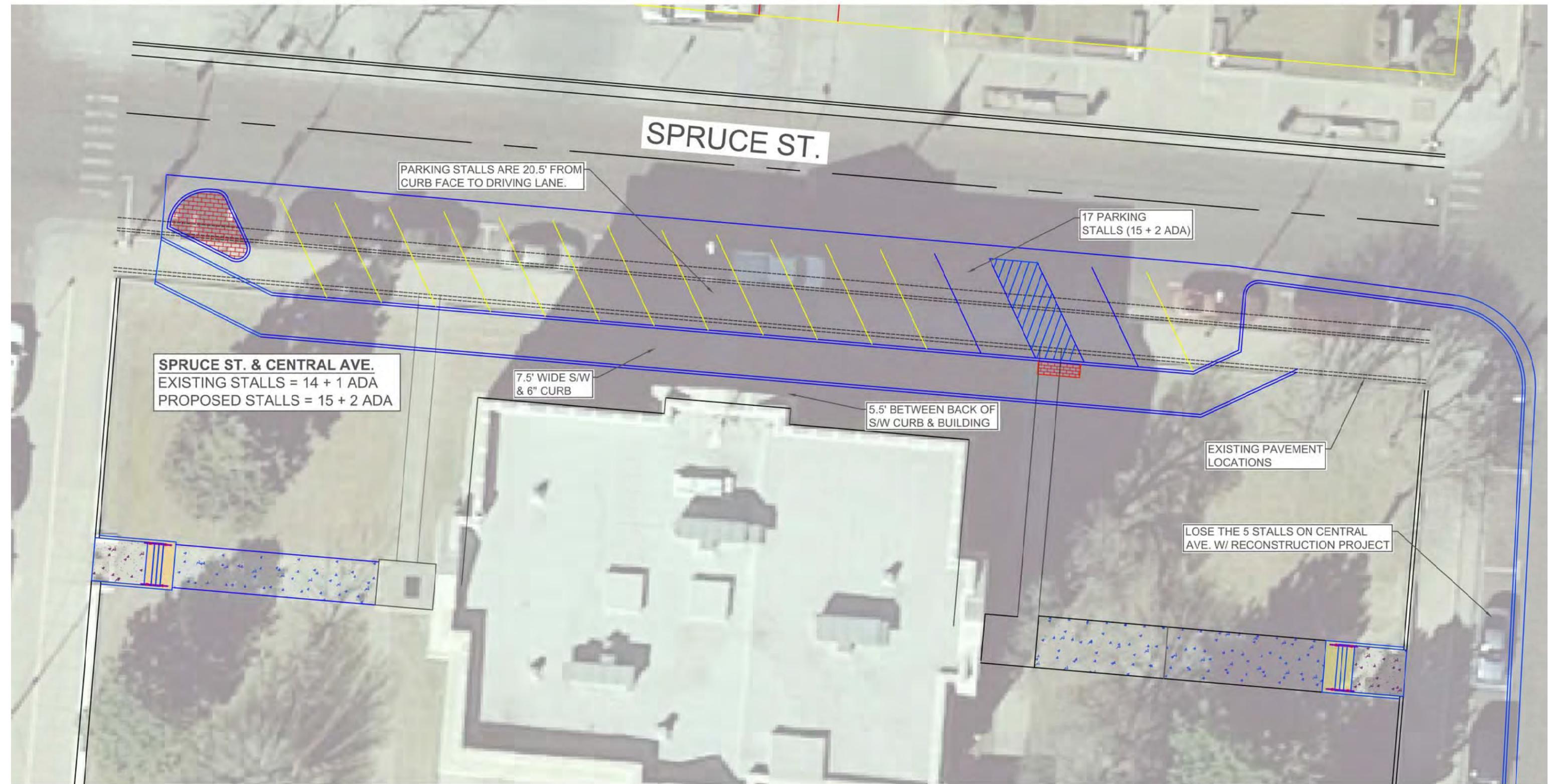
**SPRUCE ST. & CENTRAL AVE.**  
EXISTING STALLS = 14 + 1 ADA  
PROPOSED STALLS = 15 + 2 ADA

7.5' WIDE S/W & 6" CURB

5.5' BETWEEN BACK OF S/W CURB & BUILDING

EXISTING PAVEMENT LOCATIONS

LOSE THE 5 STALLS ON CENTRAL AVE. W/ RECONSTRUCTION PROJECT





# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Corey Keller, Public Works Director  
**Date:** December 14, 2022  
**Subject:** Scope of Services for Terminal Expansion and Design  
**Agenda Item:** New Business

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**Purpose:** This scope of services will provide professional survey, geotechnical, engineering, and architectural services for the expansion and the remodel of the existing terminal building. This improvement is based on the discovery of the spatial analysis performed earlier this year by Burns and McDonnell.

**Recommendation:** Approve the Contract and Scope of Services for terminal expansion and design from Burns and McDonnell in the amount of \$560,300.00.

**Background:** In March of 2022 the Commission approved a scope of services to have Burns and McDonnell perform the spatial analysis and section 106 evaluation to make this project eligible for FAA funding. Based on the information discovered during both studies, staff along with Burns and McDonnell applied for a competitive ATP grant for 2023 BIL funding. The announcement for 2023 funding is expected sometime in February of 2023. The costs associated with this scope of services will be eligible for BIL funding once awarded. To ensure that the project continues with the expected timeline and to move into the construction phase by July/August 2023 the design phase needs to be completed. Burns and McDonnell expects to have this portion of the project completed within 180 days of the notice to proceed. Staff expects to bid this project late May or early June to start construction July early August.

The spatial analysis determined that overall spatial needs of the airport is 10,913 sq ft. This project will give the terminal roughly 8,349 sq ft of useable space. The current terminal has roughly 3426 sq ft of useable space. This project is broken up into two phases, the first which meets our current needs to be eligible for BIL funding. The second phase will increase the north portion of the building to accommodate future needs. Future funding for the second phase has not been determined, however staff has included it into FAA's ACIP for when funds do become eligible again.

## City Commission Options:

1. Approve the scope of services with Burns and McDonnell in the amount not to exceed \$560,300.00
2. Disapprove the scope of services agreement
3. Table for further discussion

**Financial Considerations:**

Amount \$: 560,300.00

If funding does not become eligible the project can be halted and staff will reapply for FY24 BIL funding.

FAA Funding 95%	\$532,285.00
Local City Funding 05%	<u>\$28,015.00</u>
	\$560,300.00

Fund: Airport Terminal Fund 46031100-442002

Budgeted Expense     Grant         Bonds     Other -

To date the overall cost of this project is shown below.

- \$303,670 for the original terminal remodel fee (with Amendment No. 1) -
- \$35,949.58 for the Section 106 Evaluation
- \$178,238.18 for the Terminal Project Formulation
- **Total = \$517,857.76**

It is expected that the city will spend an additional \$365,000.00 which will bring the total to \$882,857.76 for this project. The original budgeted amount for this project was 1.4 million which included the remodel construction and addition.

**Legal Considerations:** The City will be entering into a contract with Burns & McDonnell and will be bound by the provisions of this contract. Legal counsel is reviewing the contract.

**Mission/Values:** Approving this scope of services aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

**Attachments:** Contract & Scope of Services, Concept Pictures

Approved for the Agenda by:



\_\_\_\_\_  
Corey Keller, Public Works Director

**AUTHORIZATION NO. 4  
FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES  
FOR  
TERMINAL EXPANSION AND REMODEL DESIGN  
AT DODGE CITY REGIONAL AIRPORT**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated November 18, 2021, by and between THE CITY OF DODGE CITY, KANSAS (SPONSOR) and BURNS & McDONNELL ENGINEERING COMPANY, INC. (CONSULTANT), the following improvement project, “Terminal Expansion and Remodel at the Dodge City Regional Airport,” authorization is hereby given and mutually agreed upon:

**A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:**

1. **Project Name:** Terminal Expansion and Remodel Design
2. **Description of Improvements:** Provide professional survey, geotechnical, engineering, and architectural services for the expansion and remodel of the existing terminal building located at Dodge City Regional Airport. Preferred Improvement Alternative - Phase 1 from the “Terminal Performance Analysis” (available under separate cover), developed by Burns & McDonnell, was the basis for the development of this scope of work.

**B. DESCRIPTION OF SERVICES TO BE PERFORMED:**

CONSULTANT has developed the following Scope of Services to perform engineering and architectural services for the aforementioned project. The Scope of Services is defined as follows:

1. **Preliminary Design Phase:** This phase includes activities for defining the scope of the aforementioned project and establishing preliminary requirements. The elements of work for this task include:
  - a) Attend (on-site at Dodge City Regional Airport with discipline leads from the CONSULTANT’S team) a meeting with the OWNER and discuss the overall program requirements.
  - b) Develop a scope of work and agreement with CONSULTANT’S subcontractor for a geotechnical investigation and generation of a project-specific geotechnical report.
  - c) Develop a scope of work and agreement with CONSULTANT’S subcontractor for a topographical survey.
  - d) Perform an internal Quality Review by independent senior-level staff (Q1).
  - e) Attend and chair a kickoff meeting (virtually) with CONSULTANT’S project team, OWNER, and stakeholders.
  - f) Develop conceptual review documents. These documents will be used to identify the key elements of work required for the project.
  - g) Develop a preliminary cost estimate.

- h) Develop preliminary phasing plans and a construction schedule.
- i) Perform an internal Quality Review by independent senior-level staff (Q2).

2. **Design Phase:** This phase includes activities required to develop project design documents showing the character and scope of work to be performed by contractors on the project. The specific tasks that will be performed in the phase are:

- a) Develop two (2) exterior and two (2) interior renderings.
- b) Prepare construction Bid Documents. The drawing list may include the following construction plans:
  - 1. Cover Sheet
  - 2. Civil Existing Conditions Plan
  - 3. Civil Phasing Plan
  - 4. Civil Demolition Plan
  - 5. Civil Site Plan
  - 6. Civil Grading/Utilities Plan
  - 7. Civil Details
  - 8. Architectural Phasing Plan
  - 9. Architectural Demolition Plan
  - 10. Architectural Life Safety Plan(s)
  - 11. Architectural New Work Floor Plan
  - 12. Architectural General Notes and Code Reference Sheet
  - 13. Architectural Reflected Ceiling Plans and Details
  - 14. Enlarged Floor Plans and Plan Details
  - 15. Architectural Exterior Elevations
  - 16. Architectural Interior Elevations
  - 17. Architectural Building Sections and Details
  - 18. Architectural Millwork Plans and Details
  - 19. Architectural Furnishings Plans
  - 20. Architectural Details
  - 21. Architectural Room Finish and Door, Window and Louver Schedules
  - 22. Architectural Door, Window, and Louver Details
  - 23. Structural General Notes and Details
  - 24. Structural Demolition Plans
  - 25. Structural Plan and Details
  - 26. HVAC Demolition Plan
  - 27. HVAC New Work Floor Plan
  - 28. HVAC Control Sequences
  - 29. HVAC Schedules and Details
  - 30. Plumbing Demolition and New Work Floor Plans
  - 31. Plumbing Riser Diagrams and Details
  - 32. Plumbing Schedules and Details
  - 33. Electrical Demolition Floor Plan
  - 34. Electrical New Work Floor Plan
  - 35. Electrical Security Plan
  - 36. Electrical Communications Plans

- 37. Electrical Lighting Plans
- 38. Electrical Panel, Equipment, and Fixtures Schedules and Details
- 39. TSA Equipment Layout Plan (General Layout)
- 40. Airfield Electrical Vault Relocation Plans
- 41. Miscellaneous Plans and Details
- c) Prepare SWPPP and Land Disturbance Permit
- d) Prepare project specifications.
- e) Prepare Standard City-furnished front-end documents.
- f) Prepare project Engineer's Report/Design Analysis.
- g) Prepare project Construction Safety and Phasing Plan (CSPP).
- h) Prepare and submit 7460 airspace submittal for temporary construction.
- i) Prepare and submit 7460 airspace submittal for the permanent terminal structure.
- j) Revise and update the preliminary cost estimate.
- k) Revise the preliminary construction schedule.
- l) Perform internal Quality Review of project manual, specifications, and construction drawings (Q3) and address and incorporate comments.
- m) Submit progress contract documents to OWNER for review and comment at approximately 60% completion and address and incorporate the received review comments.
- n) Submit plans to TSA for review and comment at approximately 60% and address and incorporate the received comments.
- o) Submit plans to FAA for review and comment at approximately 60% and address and incorporate the received comments.
- p) Perform internal Quality review of the project manual, specifications, and construction drawings with an independent review team (Q4) and address and incorporate comments.
- q) Submit progress contract documents to the OWNER, TSA, and FAA for review and comment at approximately 90% and address and incorporate the received comments.
- r) Perform internal Quality Review of the project manual, specifications, Engineer's Report, CSPP, and construction drawings with an independent review team (Q5 and Q6).
- s) Incorporate the quality review team's comments.
- t) Revise and update the cost estimate to final.
- u) Revise and update the construction schedule to final.
- v) Submit the project manual, specifications, Engineer's Report, CSPP, and construction drawings to the OWNER, TSA, and FAA for 100% review.
- w) Revise contract documents per OWNER review comments.
- x) Submit the final project manual, specifications, and construction drawings for bidding.
- y) Provide electronic versions of contract documents to the OWNER.

3. **Bidding & Construction Award Phase:** This phase will include basic services to assist the Owner with the bidding of the contract documents and reviewing and award of the bid, including the following activities:
  - a) Assist OWNER with advertising the project.
  - b) Attend (on-site at Dodge City Regional Airport with two representatives of the Consultant's team) and conduct a prebid meeting with the OWNER.
  - c) Prepare any addenda for the project.
  - d) Respond to bidder questions during the bidding process.
  - e) CONSULTANT shall not attend the bid opening but will tabulate bids provided by OWNER, analyze, and provide recommendations to the OWNER.
  - f) Assist the OWNER with preparing contract documents.
  - g) Assist the OWNER with preparing grant application documents.
  
4. **Environmental/Categorical Exclusion:** This phase includes activities for completing the required environmental coordination components of the terminal design. The Environmental/Categorical Exclusion Scope of Services is excluded from this AGREEMENT and will be developed as a separate work order after coordination with the Kansas State Historic Preservation Office (SHPO) has been completed for the project.
  
5. **Construction Phase Services:** This phase includes activities for providing construction services throughout the project. This Scope of Services will be developed as a separate work order and is not part of this AGREEMENT.

**C. METHOD OF COMPENSATION:**

1. Compensation of the Scope of Work for items B.1-3 shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6 — COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis.

**D. AMOUNT OF COMPENSATION:**

1. CONSULTANT will perform the Scope of Services for items identified in B.1-3 of this Authorization No. 4, per the terms and conditions set forth in the Agreement, for a Not-to-Exceed cost of **Five Hundred Sixty Thousand Three Hundred dollars (\$560,300.00)**.

**E. ESTIMATED TIME OF COMPLETION:**

1. The estimated time to complete the Scope of Services B.1-3 of this document is 180 calendar days from the Notice to Proceed.

**F. CONSULTANT'S NOTICE TO PROCEED DATE:**

1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is

\_\_\_\_\_.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in five (5) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

BURNS & McDONNELL  
ENGINEERING COMPANY, INC.

CITY OF DODGE CITY, KANSAS

By \_\_\_\_\_  
Kent Smoll  
Mayor

By \_\_\_\_\_  
Douglas Lenz, P.E.  
Aviation Projects Director

By \_\_\_\_\_  
Nick Hernandez  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

END OF AUTHORIZATION NO. 4









# Memorandum

**To:** Mayor and Commissioners

**From:** Nick Hernandez, City Manager

**Date:** 12/19/2022

**Subject:** Approval of Agreement with Cherise Tieben for Interim Director of Human Resources Services

**Agenda Item:** New Business

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**Purpose:** With the departure of Ernestor De La Rosa and without a hiring of a Human Resources Director, the need to find an interim director is critical for the continuity of operations of the City.

**Recommendation:** Approval of Agreement with Cherise Tieben for Interim Director of Human Resources Services

**Background:**

Cherise Tieben has extensive high-level experience in the field of Human Resources and Administration. Her willingness to serve in the interim will be invaluable to allowing the city to continue its current level of service without notice to the public or employees. The agreement for services is for a six month period, for a minimum of 30 hours per week, and she will be critical in the hiring and training of a new Human Resources Director.

**City Commission Options:**

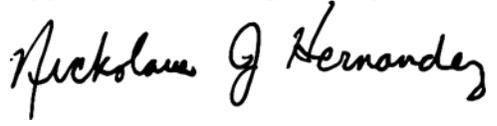
1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:** Funding for the agreement will come from the General Fund, Administration Department from existing allocated funds.

**Legal Considerations:** The agreement has been reviewed and approved by legal counsel.

**Mission/Values:** Meets with the core value of Working Towards Excellence, by allowing the City to achieve high performance and service standards set by us and expected by the Community.

Approved for the Agenda by:

A handwritten signature in black ink that reads "Nickolaus J. Hernandez". The signature is written in a cursive style with a large, prominent initial "N".

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Nickolaus J. Hernandez, City Manager

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF DODGE CITY  
AND CHERISE TIEBEN  
FOR POSITION OF INTERIM HUMAN RESOURCES DIRECTOR**

**THIS AGREEMENT** is made this date between the City of Dodge City, hereinafter referred to as “City” and Cherise Tieben, hereinafter referred to as “Interim Director of Human Resources”.

**WHEREAS**, the City of Dodge City is a Kansas city of the First Class, organized under the commission-manager form of government; and

**WHEREAS**, the City desires to contract with Cherise Tieben to serve as Interim Director of Human Resources, and said Cherise Tieben has previously held this position and desires to accept the position as the Interim Director of Human Resources for the City of Dodge City; and

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived, the parties hereby agree as follows:

1. Commencement of Services. The City agrees to contract with “Interim Director of Human Resources” effective the signed date of this contract.
2. Term. The City and the Interim Director of Human Resources anticipate the contract to be for six (6) months in length, unless extended by the parties as provided in Section 9 below. The parties agree the Interim Director of Human Resources will be out of the state for a period from May 31st through June 18th.
3. Authority. This agreement shall be effective following approval by the City Commission as authorized by City Code.
4. Duties. Interim Director of Human Resources shall perform all duties and obligations of the Director of Human Resources including but not limited to developing, administering, and directing a sound program of personnel administration, and employee and public relations; recruits, screen, and recommends candidates for

employment; plans, administers and directs City's multiple insurance programs; plans and carries out employee development programs; monitors and services employee benefits; acts as Affirmative Action Officer & ADA Coordinator, enforcing compliance of the City and City Contractors.

5. Reporting Authority. The Interim Director of Human Resources shall report and be under the direct authority and supervision of the City Manager as other employees in the City Manager form of government.
6. Compensation. Interim Director of Human Resources shall be paid sixty-five dollars (\$65) per hour, which shall be paid in accordance with the accounts payable procedures. The parties agree the Interim Director of Human Resources will not be paid for the period from May 31<sup>st</sup> through June 18th. Interim Director of Human Resources will be personally responsible for providing laptop computer, health insurance, vehicle and phone for use during the agreement.
7. Benefits. Interim Director of Human Resources shall be eligible for workers compensation from the City of Dodge City if injured while on the job. Except as specifically provided in this Agreement, Interim Director of Human Resources shall not be entitled to any benefits provided or otherwise granted to other City employees.
8. Outside Activities. The Interim Director of Human Resources shall devote full time and best efforts to the position of Director of Human Resources and will not enter into any other contractual employment during the term of this agreement.
9. Hours of Work. The City understands that the Interim Director of Human Resources shall be allowed to establish an appropriate work schedule and that the schedule shall be appropriate to the needs of the City provided that such work schedule shall include, a minimum of 30 hours worked by the Interim Director of Human Resources on a weekly basis, with no more than three days being obligated to be on site. The Interim Director of Human Resources will be available for call in if working from outside office or if she is approved for personal travel by the City Manager.
10. Extension of Contract. The parties may extend this contract for an additional one (1) month under the same terms by providing a written offer one (1) week prior to the initial contract termination date and subsequently accepted by the other party.

11. Termination. The parties recognize and acknowledge that this contract is temporary for an interim period and may be terminated by either party for any reason or no reason by giving notice of two (2) weeks.
12. Indemnification. The parties agree that the Interim Director of Human Resources will be serving in the capacity of a public official for the City, and shall be entitled to all the immunities, privileges and protections of that status as set forth by applicable law. City agrees, to the extent allowed by law, to hold Interim Director of Human Resources harmless from any and all claims, actions and damages, including a reasonable attorney fee, resulting from performances of services under this Agreement, except for:
  - a. any dishonest, fraudulent, criminal, willful, wanton, intentional or malicious act or course of conduct of the assigned contractor;
  - b. any act or course of conduct of the Interim Director of Human Resources which is not performed on behalf of the City;
  - c. any act or course of conduct which is outside the scope of Interim Director of Human Resources' service with the City; or
  - d. any lawsuit brought against Interim Director of Human Resources by the City.
13. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
15. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas, and the laws, rules and regulations of the City of Dodge City.

**IN WITNESS WHEREOF**, the City and Interim Director of Human Resources have executed this Agreement as of December \_\_\_\_, 2022.

**City of Dodge City:**

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**Interim Director of Human Resources:**

\_\_\_\_\_  
Cherise Tieben



# Memorandum

**To:** Nick Hernandez, City Manager and City Commission  
**From:** Ernestor De La Rosa, Assistant City Manager/Legislative Affairs  
**Date:** 12/15/2022  
**Subject:** SKC Legislative Agenda  
**Agenda Item:** New Business

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**Recommendation:** Staff recommends approval of the 2023 Southwest Kansas legislative policy agenda.

**Background:** As you recall, in November 2008, the City of Dodge City joined Garden City and Liberal to form the Southwest Kansas Coalition (SKC). The City of Hays was added at a later time as an Associate Member. The goal was to identify common needs of the Southwest Kansas area and to then cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region.

**Justification:** The legislative policy is a communication tool that enables our legislators to understand our position on issues that might come up during the legislative session. The legislative policy agenda will be submitted to our state legislators and congressional representatives. This document will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The SKC also generally supports the provisions of the State of Municipal Policy of the League of Kansas Municipalities.

**Financial Considerations:** None

**Purpose/Mission:** Together we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

**Legal Considerations:** None

**Attachments:** 2023 SKC Legislative Policy Agenda



# 2023

## SOUTHWEST KANSAS COALITION LEGISLATIVE AGENDA

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### About SKC

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

## Annexation

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

## Mental Health

The need for mental health services continues to be significant throughout Southwest Kansas. Therefore, the SKC supports increased funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs. Furthermore, additional training and support services for first responders is key to addressing these challenges on a local level to better support those on the front lines of the crisis.

## Education

An adequate and stable workforce is essential to maintaining and growing the economy of southwest Kansas. Therefore, SKC believes in establishing educational opportunities for region residents. Such opportunities include, but are not limited to, specialized training programs and higher educational degree programs. To meet these educational goals, the Coalition wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12 as well as post-secondary and graduate degrees. Additionally, SKC supports adequate funding for all Kansas Board of Regents institutions.

Southwest Kansas is the only quadrant of the state without a four year public university. In order to bridge this gap and to provide a stronger higher education presence in our region, a University Center has been established to offer bachelor and masters level programs to meet the demands of the workforce with an initial focus on healthcare services. Students will obtain their first two years of education and their associates' degree through one of the regions' community colleges and then have the opportunity to finish their bachelor or advanced degree through the University Center. Headquartered in Dodge City, students across the region have access to programs through a blended mix class format with some face to face classroom time in addition to web-based offerings. The opportunity to "Grow Our Own" is extremely critical to the long term success of our regional workforce and the state of Kansas.

## Water

SKC cities advocate for all of their citizens to have access to clean, safe and affordable water. The State of Kansas has recognized that water is protected for the use and benefit of the citizens of Kansas. Water is the preeminent natural resource that provides for the economic growth and viability of our communities. SKC supports policies that expand the use of State Revolving Loan Funds and Debt Forgiveness programs to assist communities in pursuing infrastructure investments to ensure a safe water supply that addresses quality requirements, resiliency and improves resource conservation. SKC cities also wish to project a unified voice in water resource use decisions at the State and Federal levels. This engagement also includes involvement with River Advisory Communities (RAC's) and Groundwater Management Districts (GMD's) to benefit municipal customers as partners in the rural economy through conservation and use strategies with municipal, agricultural, and industrial partners supporting the long-term social and economic health of Southwest Kansas.

## Immigration

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

In addition, the SKC requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in frequency of USCIS mobile services in Southwest Kansas as follows:

- Increased frequency of mobile service visits from 3 times a year, to monthly (minimum).
- Provide full services (biometrics, interviews, etc.) during each visit.
- SKC member cities will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

Lastly, the SKC strongly believes that the United States Congress should engage to deliver a bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame.

## Childcare

The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. SKC supports creating a regulatory environment that supports rather than impedes the creation of more childcare facilities. In addition, to adapting the regulatory environment, SKC supports additional funding to those facilities attempting to meet the requirements and close the gap on children without childcare. This issue impacts economic development, employers, and the future of our region.

## Taxes

The collection of sales and use of tax legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments. SKC opposes the removal of sales exemptions for Kansas Municipalities. Additionally, SKC cities realize there is a large reliance on property taxes to fund local and state government. All property taxing authorities should be equally transparent, and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly.

## Transportation

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

## Air Transportation

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

## Rail Transportation

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

## Highway Transportation

State and Federal transportation dollars should be spent on adequate and equitable transportation infrastructure in all of Kansas. Transportation infrastructure is vital to our local, state, and country's economy, individuals' safety, and our nation's defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC also advocates for the planning of dividing Highways 54, 50/400, and 83, as IKE projects.



**Matt Allen, City Manager**

City of Garden City  
301 N. 8th Street  
Garden City, KS 67846  
620-276-1160  
Matt.Allen@gardencityks.us

**Nick Hernandez, City Manager**

City of Dodge City  
806 N. 2nd Avenue  
Dodge City, KS 67801  
620-225-8100  
Nickh@dodgecity.org

**Rusy Varnado, City Manager**

City of Liberal  
324 N. Kansas Avenue  
Liberal, KS 67901  
620-626-2201  
RustyVarnado@cityofliberal.org



# Memorandum

**To:** Mayor and Commissioners

**From:** Nick Hernandez, City Manager

**Date:** 12/19/2022

**Subject:** Discussion and Review of Draft Community Improvement District Policy

**Agenda Item:** Staff Reports

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**Purpose:** The City of Dodge City needs to establish a comprehensive Community Improvement District(CID) Policy to communicate its intentions in the use of the economic development tool.

**Recommendation:** Review and make recommendations to be brought back to the Commission for formal approval at a future Commission meeting.

**Background:**

The City of Dodge City has received several applications for CID's within the past several years and two within the last year. A policy needs to be established to communicate what the purpose of the CID is and establish guidelines and requirements in order to be eligible for its utilization by private business.

*Within the policy there are several items which I want the Commission to consider:*

Local Eligibility Criteria:

- E. The CID will not be used for projects that consist solely or primarily of operating costs; or projects in which construction has begun prior to approval by the City; or projects that are inconsistent with a neighborhood plan; or projects that include any of the following: sexually oriented businesses, community correctional facilities, half-way houses, drug or alcohol rehabilitation facilities, new or used car lots, multi-game, casino-style gambling facilities, and commercial billboard siting.
- F. The CID will support projects with total costs of not less than \$5,000,000 for projects where bonds are issued up front. This does not apply to pay-as-you-go projects.
- G. Minimum private to public capital investment ratio of 3 to 1 for CID-only projects, otherwise it shall be 2 to 1. For projects that involve multiple phases of private capital investment but upfront public capital investment that benefits all phases of development, the amount of private investment for a phase of development must be at

least twice the proportion of public capital investment that directly benefits that phase of development.

#### SOURCES OF FUNDING FOR CID IMPROVEMENTS

- B. A special sales tax of up to 2% on all taxable sales within the district. The level of sales tax a project may receive will be determined by the project size:
1. Projects under \$5,000,000 may receive up to 1%
  2. Projects \$5,000,000 to \$10,000,000 may receive up to 1.5%
  3. Projects over \$10,000,000 may receive up to 2%

#### DEVELOPMENT AGREEMENT REQUIRED

Prioritization of Hard Costs – CID use will prioritize the funding of project hard costs. Hard costs include demolition, site improvements and actual construction of foundation, framing and equipment. CID funds may not be used to pay development fees or project management fees.

#### RELOCATION RESTRICTIONS

The relocation of existing businesses or tenants will not be permitted, unless the tenant will otherwise cease operations in the City or County. Projects will be evaluated to establish a reasonable distance radius around the development that restricts the relocation as well as a time period for which the restrictions will exist.

#### STANDARD DESIGN GUIDELINES GOVERN

CID will be used as a tool to encourage design and construction of a project at a level higher than required per City policies and ordinances. All property improvements commenced under an approved CID shall be subject to City regulations, standards, and policies, including, but not limited to: zoning and subdivision regulations, building codes, the City code, and any applicable design guidelines currently in place or hereafter approved. Approval of CID for a project will not be considered approval of the aforementioned or other City regulations. In addition, project plans and renderings shall be reviewed by the City's staff and any suggestions provided by that body will be incorporated into the design of the project unless expressly overruled by the City Manager.

#### PUBLIC DISCLOSURE

The City shall establish and maintain a special website, linked to the City's official website, which lists all approved CIDs existing within the City and provides a description of the CID, including a map of its location, the amount of CID taxes and the intended use of CID funding.

**In addition, developers will be responsible for signs being posted adjacent to the main entrance of every retail establishment within the CID where a special sales tax is charged. The signs must be at least 24 square inches in size and contain the words: "THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING" using type face of at least 18 points in size, and "FOR MORE INFORMATION GO TO WWW.DODGE CITY.GOV/CID" using type face of at least 12 points in size. Continuing failure to comply with this requirement will result in termination of CID reimbursement payments.**

**City Commission Options:**

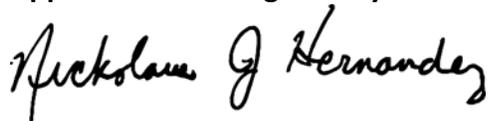
**1. Review of the Policy**

**Financial Considerations:** Any authorization of City's taxing authority to a third party requires substantial oversight and consideration, as it comes to the cost of the consumer.

**Legal Considerations:** The agreement has NOT been reviewed and approved by legal counsel. However, all sections of this policy exist and have been approved and utilized by larger jurisdictions.

**Mission/Values:** Meets with the core value of Working Towards Excellence, by allowing the City to achieve high performance and service standards set by us and expected by the Community. Additionally it meets the requirement of Ongoing Improvement by valuing progress, growth and new possibilities by providing and preparing for the community's future.

**Approved for the Agenda by:**



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**Nickolaus J. Hernandez, City Manager**

## **COMMUNITY IMPROVEMENT DISTRICT**

### **FEES**

#### Application Fee

\$1,500 – Non-refundable for new CID petitions

\$1,000 – Non-refundable for CID amendments

#### City Administrative Fees

For any approved CID, the City shall be paid an on-going administrative service fee, in an amount equal to 2% of the total CID revenues received by the City.

#### CID Origination Fee

The City and Developer will negotiate an Origination Fee that will be collected in one of the two ways listed below or a combination of the two, at the City's discretion:

- A. District Improvements/maintenance: The City will retain on an annual basis an amount equal to no less than 10% and no more than 25% of the CID revenue collected. Funds will be used for improvements and/or maintenance to public assets within the District.
- B. At Large: The fee will be deposited in a dedicated fund within the City and utilized to support the Land Bank in securing and maintaining additional Land Bank properties. The Developer will have the option to make payment upon approval of the CID or in equal annual payments for the term of the CID.

### **DEPOSIT**

The City shall require a \$1,500 deposit as well. The deposit shall be applied toward staff time, expenses for any mailing or publications, internal legal. This fee shall be replenished by the applicant if at any time the fund drops below \$500. The applicant shall replenish the fund to the \$1,500 level within 10 days of notice that it has dropped below \$500. Failure to replenish the deposit will result in City staff ceasing the processing of that project.

CID amendments will require a \$1,000 deposit and be required to be replenished when the balance falls below \$500.

### **PURPOSE AND BACKGROUND**

In 2009, the Kansas Legislature enacted the Community Improvement District Act (the "CID Act"), pursuant to which municipalities may create districts in which certain special taxes imposed and the revenue used to fund certain public and private improvements and the payment of certain ongoing operating costs within the geographic bounds of the specified district. The creation of a Community Improvement District ("CID") is a particularly useful tool of economic development in that it can help facilitate beneficial

private development and redevelopment without negatively impacting the tax base of the approving municipality.

It is the standard of the City of Dodge City to utilize the provisions of the CID Act to assist private developers by providing financing for commercial, industrial and mixed-use projects that meet the local eligibility criteria outlined below, subject to certain special local standard limitations outlined below. A CID can exist for a maximum of 22 years.

### **LOCAL ELIGIBILITY CRITERIA**

It shall be the intention of the City to create a CID if, in the opinion of the City Commission, the petition satisfies all statutory requirements of the CID Act and if creation of such CID would meet the following criteria:

- A. The CID will attract development which would enhance the economic climate of the City, act as a catalyst for future development or otherwise benefit the City or its residents.
- B. The CID will result in the construction of public or private property improvements and infrastructure, or the provision of ongoing services, that would otherwise not be financially feasible.
- C. The CID will promote redevelopment or rejuvenation of properties within the City which would otherwise be unlikely to happen. Special consideration will be given to projects located in the existing target areas including: Opportunity Zone census tracts, the Historic Business District, Redevelopment Areas or a corridor plan or a redevelopment plan which have been adopted by the City of Dodge City.
- D. The CID will be used to assist the development of commercial, industrial, and mixed-use projects, and for common area amenities in residential developments that are called for in the City's Comprehensive Plan.
- E. The CID will not be used for projects that consist solely or primarily of operating costs; or projects in which construction has begun prior to approval by the City; or projects that are inconsistent with a neighborhood plan; or projects that include any of the following: sexually oriented businesses, community correctional facilities, half-way houses, drug or alcohol rehabilitation facilities, new or used car lots, multi-game, casino-style gambling facilities, and commercial billboard siting.
- F. The CID will support projects with total costs of not less than \$5,000,000 for projects where bonds are issued up front. This does not apply to pay-as-you-go projects.
- G. Minimum private to public capital investment ratio of 3 to 1 for CID-only projects, otherwise it shall be 2 to 1. For projects that involve multiple phases of private capital investment but upfront public capital investment that benefits all phases of development, the amount of private investment for a phase of development must be at least twice the proportion of public capital investment that directly benefits that phase of development.
- H. Staff may consider market demand and saturation when evaluating the project.

## **CID PETITION PROCESS**

A CID is formed by the petition of landowners within the proposed CID. According to the CID Act, a petition to create a CID must be signed by the owners of at least 55% of the total land area and total assessed property value within the proposed district. However, it is the standard of the City of Dodge City that only petitions signed by 100% of property owners will be accepted. Upon receipt of the petition, the City Commission may approve the CID. In cases in which no special sales tax is requested (i.e. only special property tax assessments are requested), the City Commission may create the requested CID without notice or a public hearing. If a special sales tax is requested, the City Commission must give notice and hold a public hearing pursuant to the CID Act. The City shall be paid a non-refundable application fee of \$1,500 with the formal submittal of any CID petition.

A CID petition must contain:

1. the general nature of the proposed CID project;
2. a statement of the public purpose being served by the use of CID financing;
3. the estimated cost of the proposed CID project including maximum amount of CID funding to be paid prior to termination of CID, based on 125% of the total estimated amount of CID revenue during the term of the CID or otherwise determined by the CID Cost Cap defined below;
4. the proposed method of financing the project (special assessments or special sales tax);
5. the proposed amount and method of assessment;
6. the proposed method of financing (pay-as-you-go or special obligation bonds);
7. a map of the proposed CID; and
8. the legal description of the boundaries of the proposed CID.

## **SOURCES OF FUNDING FOR CID IMPROVEMENTS**

Landowners or developers seeking to form a CID may request to draw upon one of the following two revenue sources, or a combination of both, to fund eligible improvements:

- A. Special property tax assessments on the property within the district, or
- B. A special sales tax of up to 2% on all taxable sales within the district. The level of sales tax a project may receive will be determined by the project size:
  1. Projects under \$5,000,000 may receive up to 1%
  2. Projects \$5,000,000 to \$10,000,000 may receive up to 1.5%
  3. Projects over \$10,000,000 may receive up to 2%

Upon the creation of a CID by the City Commission, revenue generated by these sources is available to pay for eligible improvements and costs. This can occur in one of two ways: a bond issuance or a pay-as-you-go dedicated account.

CID Cost Cap – The maximum eligible project costs amount will be negotiated per project on a case-by-case basis to establish a “CID Cost Cap”. Projects will be evaluated to

minimize the sales tax rate, CID term and maximum reimbursement. But shall not exceed 125% of the total estimated amount of CID revenue during the term of the CID.

Bond Issuance - In cases in which a bond issuance is requested, the City's Economic Development Office will work with the landowners within the CID to calculate how much revenue will be raised from the CID revenues (the special property tax and/or special sales tax levied within the CID) and the principal amount of bonds that can be issued based on the CID revenue stream and a minimum 1.2 debt service coverage ratio. The City may then issue bonds in that amount and use the CID revenue to retire the debt. The proceeds from the sale of the bonds will be used on eligible improvements and costs pursuant to the development agreement.

While the CID Act permits the issuance of either full-faith and credit general obligation bonds or special obligation bonds, payable solely from the CID revenue, it is the standard of the City of Dodge City to issue only special obligation CID bonds. For projects desiring to request full-faith and credit bonds to assist in financing the City will use special consideration and will review on a case-by-case basis. Developer must present a case that justifies City issuance of full-faith and credit bonds.

Pay-As-You-Go Account - As an alternative to a bond issuance, the landowners within the CID may request the establishment of a pay-as-you-go account. This account will be a dedicated account into which the CID revenues will be deposited and will be available to be used as funds accrue to pay eligible costs.

Funds used to pay eligible CID costs, whether from bond proceeds or a pay-as-you-go account, will be held by the City or a third-party trustee, and disbursed to pay actual costs pursuant to a development agreement. Preference will be given to projects that use pay-as-you-go financing.

### **ELIGIBLE CID COSTS**

The CID Act provides an exclusive list of eligible improvements and costs that may be paid for with CID funding. CID funds may be used to plan, design, engineer, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip, extend or finance:

- 1) Land acquisition may be an eligible cost
- 2) Buildings, structures, and facilities;
- 3) Site improvements, including without limit sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, and water mains and extensions;

- 4) Parking;
- 5) Streetscape, lighting, streetlight fixtures, streetlight connections, streetlight facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
- 6) Parks, lawns, trees and other landscaping;
- 7) Communication and information booths, bus stops and other shelters, stations, terminals, hangars, rest rooms and kiosks;
- 8) Paintings, murals, display cases sculptures, fountains and other cultural amenities visible to the public from public rights of way;
- 9) Airports, railroads, light rail and other mass transit facilities; and lakes, dams, docks, wharfs, lakes or river ports, channels and levies, waterways and drainage conduits.

The Act also permits the use of CID funds to pay ongoing operating expenses, including security, entertainment, public events, business promotion, employee training, and market studies; however, it is the standard of the City of Dodge City that CID funds may only be used to pay eligible operating costs up to the maximum amount identified in the petition and may not be used for operating costs in residential developments.

#### **PROCESS FOR CREATING A CID**

#### **All projects will be subject to the notice and hearing process.**

##### PRELIMINARY REVIEW MEETING

Prior to consideration by the City Commission, parties intending to request the creation of a CID shall submit a draft CID packet to the Economic Development Staff. Such draft CID packet shall include a draft CID petition, site plans, elevations and a project pro-forma. The draft petition need not be signed by any landowners within the proposed district until such time as it is formally submitted for consideration by the City Commission. Following the submission of a draft CID packet, Economic Development Staff, will hold a pre-petition meeting with the submitting party to evaluate the sufficiency thereof and gather information needed to determine the eligibility of the project.

##### “GAP” FINANCING REQUIREMENT

All CID projects will be analyzed to determine the need for financial assistance. CID projects financed on a “pay-as-you-go” will be reviewed to determine the amount and level of assistance needed.

Projects financed with special obligation bonds will not be approved without a financial analysis that demonstrates that reasonably available conventional debt and equity financing sources will not fund the entire cost of the project and still provide the applicant a reasonable market rate of return on investment.

## BACKGROUND CHECK

The City will conduct a background check on all CID applicants and applicants' project partners. Applicants are required to furnish City Staff the personal and business information needed to carry out such a background check. Such information will be treated as confidential information to the maximum extent allowed by the KORA.

### A. Approval Process

- 1) The City Commission may adopt a resolution giving notice of a public hearing to consider the advisability of creating the CID.
  - i. Such resolution shall be published once each week for two consecutive weeks in the City's official newspaper and shall be sent by certified mail to all owners and occupants of property within the proposed district.
  - ii. The second publication of such resolution shall occur at least seven (7) days prior to the date of the hearing and the certified mailed notice shall be sent at least ten (10) days prior to the hearing.
  - iii. Such resolution shall contain the following information:
    1. Time and place of the hearing;
    2. General nature of the proposed district;
    3. Estimated cost of the project;
    4. Proposed method of financing the project, including, if applicable, the issuance of full-faith and credit bonds;
    5. The proposed amount of the CID sales tax, if any;
    6. The proposed amount and method of assessment, if any;
    7. A map of the proposed district; and
    8. A legal description of the proposed district.
- 2) Following the hearing, the City Commission may by majority vote approve the CID by ordinance.
  - i. The ordinance shall:
    1. Authorize the project;
    2. Approve the estimated costs of the project;
    3. Contain a legal description and map of the proposed district;
    4. Levy the CID sales tax, if any;
    5. Approve the maximum amount and method of assessment, if any; and
    6. Approve the method of financing.
  - ii. Such ordinance shall become effective upon publication once in the newspaper.
  - iii. The ordinance shall also be submitted for recording in the office of the register of deeds of the county in which the district is located.

## **DEVELOPMENT AGREEMENT REQUIRED**

Concurrently with, or prior to, the creation of a CID by the City Commission, the City and the petitioner shall enter into a Development Agreement governing the conduct of the respective parties in relation to the proposed CID. The Development Agreement will include the following:

- A. Site plan and elevation drawings or renderings of the CID project
- B. Sources and Uses of Funds table that identifies the various sources of public and private project funds and how they will be used
- C. Milestones and benchmarks for the performance of the Developer.
- D. Milestones shall include specific timelines for the construction and/or demolition within the District.
- E. Failure to reach established milestones can result in the elimination or reduction in the CID.
- F. Set forth the method and manner for disbursement of CID funds by the City, including the proceeds of bonds paid with CID funds.

The assignment of Development Agreement rights shall be limited to a collateral assignment of all rights to a lender with written notice to the City, or assignment of all rights to any third party assignee with the written consent of the City or City Representative, at the discretion of the City. The assignment of rights shall not impair the City's right to determine the eligibility of CID costs nor require the City to subdivide any CID funds due to the developer.

In addition, the agreement shall provide for rapid repayment of the bonds and termination of the tax. City administrative fees and costs of issuance shall be paid from CID funds. For "pay-as-you-go" CID projects, the agreement will set forth the method and manner of disbursement of CID funds to the developers and shall include provisions for the termination of the CID taxes when developers have been fully reimbursed for eligible CID costs.

Financial Reporting - For projects that utilize CID bonds or for pay-as-you-go CIDs that use funds to pay ongoing operating expenses, the Developer will provide a certified annual accounting to the City on the amount and use of CID funds used to pay CID costs, by June 1 of the following year. City reserves the right to audit the use of CID financing at its discretion and expense.

Prioritization of Hard Costs - CID use will prioritize the funding of project hard costs. Hard costs include demolition, site improvements and actual construction of foundation, framing and equipment. CID funds may not be used to pay development fees or project management fees.

### **RELOCATION RESTRICTIONS**

The relocation of existing businesses or tenants will not be permitted, unless the tenant will otherwise cease operations in the City or County. Projects will be evaluated to

establish a reasonable distance radius around the development that restricts the relocation as well as a time period for which the restrictions will exist.

### **STANDARD DESIGN GUIDELINES GOVERN**

CID will be used as a tool to encourage design and construction of a project at a level higher than required per City policies and ordinances. All property improvements commenced under an approved CID shall be subject to City regulations, standards, and policies, including, but not limited to: zoning and subdivision regulations, building codes, the City code, and any applicable design guidelines currently in place or hereafter approved. Approval of CID for a project will not be considered approval of the aforementioned or other City regulations. In addition, project plans and renderings shall be reviewed by the City's staff and any suggestions provided by that body will be incorporated into the design of the project unless expressly overruled by the City Manager.

### **PUBLIC DISCLOSURE**

The City shall establish and maintain a special website, linked to the City's official website, which lists all approved CIDs existing within the City and provides a description of the CID, including a map of its location, the amount of CID taxes and the intended use of CID funding.

In addition, developers will be responsible for signs being posted adjacent to the main entrance of every retail establishment within the CID where a special sales tax is charged. The signs must be at least 24 square inches in size and contain the words: **"THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING"** using type face of at least 18 points in size, and **"FOR MORE INFORMATION GO TO [WWW.DODGE CITY.GOV/CID](http://WWW.DODGE.CITY.GOV/CID)"** using type face of at least 12 points in size. Continuing failure to comply with this requirement will result in termination of CID reimbursement payments.

### **TERMINATION AND AMENDMENT OF CIDS**

Subject to provisions contained in development agreements, the City shall take appropriate action to terminate or reduce CIDs when the project does not meet established performance measures such as milestones. Once all eligible project costs have been fully paid, including the principal and interest on any special obligation CID bonds or in the case of pay-as-you-go projects, the maximum CID funding amount provided in the petition the City will take the appropriate action to terminate the CID.

Should the Developer request an amendment to the CID or related development agreement the applicant shall pay an amendment fee of \$1,000. The City will require a \$1,000 deposit as well to pay City costs related to the amendment. The deposit shall be applied toward staff time, expenses for any mailing or publications, internal legal counsel, and certain third-party consultants.

### **WAIVER OF GUIDELINES**

Should the City Commission determine the terms of these guidelines are inappropriate to evaluate a particular CID application, it may, by majority vote, waive the binding effect of these guidelines in regard to that application.