

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, February 6, 2023

7:00 p.m.

MEETING #5238

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 Kirk Larson of Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

City Loyalty Oath Ceremony -Dodge City Police Department

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 17, 2023.
2. Approval of Special City Commission Meeting Minutes, January 25, 2023.
3. Appropriation Ordinance No.3, February 6, 2023.
4. Cereal Malt Beverage License:
 - a. Taylor's Road House, 2305 W. Wyatt Earp Blvd.
 - b. Walgreens #07817, 1801 N. 14th Avenue
 - c. Yardley Dodge City, 2524 E. Wyatt Earp Blvd.
5. Approve of Street Lights for Central Avenue, part of Downtown Streetscape.
6. Approval of Supplemental Agreement for Design of 14th Avenue South Bound Bridge.
7. Approval of Advisory Boards and Appointments for 2023.
8. Approval of Bids for the Renovation of 1012 Longbranch Road.

ORDINANCES & RESOLUTIONS

Resolution No. 2023-02: A Resolution in support of an Application for Funding Through the Moderate Income Housing Program Offered Through the Kansas Housing Resources Corporation. Report by Mollea Wainscott, Assistant Director of Economic Development.

Resolution No. 2023-03: A Resolution in support of an Application for Funding Through the Moderate Income Housing American Rescue Plan Act Program Offered Through the Kansas Housing. Report by Mollea Wainscott, Assistant Director of Economic Development.

Resolution No. 2023-04: A Resolution in Support of an Application for Funding Through the Kansas Housing Investor Tax Credit Program Offered Through the Kansas Housing Resources Corporation. Report by Mollea Wainscott, Assistant Director of Economic Development.

UNFINISHED BUSINESS

1. Approval of Lease Agreement with Catholic Charities of Southwest Kansas (CCSK). Report by Nick Hernandez, City Manager.

NEW BUSINESS

1. Approval of Quote to Replace the Roof at the Process Building of the North Reclamation Plant. Report by Ray Slattery, Director of Engineering Services.
2. Approval of the Supplement to the PEC Design Contract for the WWTP Expansion. Report by Ray Slattery, Director of Engineering Services.
3. Approval of the Bids for Essential Air Service (EAS) for Dodge City. Report by Corey Keller, Director of Public Works.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Privileged Consultation with the Attorney/Client Matters

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, January 17, 2023

7:00 p.m.

MEETING #5236

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 Mayor Kent Smoll, Commissioners Michael Burns, Rick Sowers, Chuck Taylor, Joseph Nuci

Election of Mayor and Vice Mayor

Commissioner Chuck Taylor moved to nominate Michael Burns for Mayor
Commissioner Joseph Nuci seconded the motion. Motion carried unanimously.

Commissioner moved to nominated Chuck Nuci moved to nominate Joseph Nuci for Vice Mayor. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Mayor Michael Burns called the meeting to order

INVOCATION by Pastor Steve Ormord of First Baptist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

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).

Police Chief Drew Francis introduced Clinton Roberts a new Dodge City Police Officer Clinton was sworn in with the City Loyalty Oath. Congratulations Clinton.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 3, 2023.
2. Appropriation Ordinance No.2, January 17, 2023.
3. Cereal Malt Beverage License:
 - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.

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

ORDINANCES & RESOLUTIONS

Resolution No. 2023-01: A Resolution of the City of Dodge City, Kansas, authorizing the preparation of Financial Statements and Financial Reports on the basis of cash receipts and disbursements was approved on a motion by Commissioner Rick Sowers. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Chuck Taylor moved to approve the 2022 Audit Engagement Letter with Kennedy McKee & Company in the amount not to exceed \$28,650. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
2. Commissioner Kent Smoll moved to approve to purchase 325 Neptune Water Meters from Municipal Supply in the amount of \$125,775 for the Dodge City Utilities Department. Commissioner seconded the motion. The motion carried unanimously.
3. Commissioner Joseph Nuci moved to approve the bid from Phillip Site Work in the amount of \$29,820 for the repairs for the United Wireless Arena Ice Floor. Report by Ryan Reid, Director of Administration. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

OTHER BUSINESS**STAFF REPORTS**

Nick Hernandez, City Manager gave an update on the BASE Grant for Hennessey Hall.

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

Zoom Meeting
Wednesday, January 25, 2023
8:00 a.m.
Meeting #5237

CALL TO ORDER

ROLL CALL Mayor Michael Burns, Commissioners Joseph Nuci, Kent Smoll, Rick Sowers, Chuck Taylor

EXECUTIVE SESSION

At 8:02 am Commissioner Rick Sowers moved to recess into executive session pursuant to the privileged consultation with the City's attorney exception found in K.S.A. 75-4319(b)(2). The justification for closing the meeting is to discuss legal advice from counsel regarding contractual obligations. The open meeting will resume in the city commission chambers in 5 minutes at 8:07 am. The meeting will include Commissioners, City Attorney, and City Manager. The city commission will take action upon returning to open session and prior to adjournment. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0. At 8:07 am Commissioner Rick Sowers moved to extend the executive session for 5 more minutes until 8:11 am. Commissioner Kent Smoll seconded the motion. Motion carried 5 – 0.

Meeting reconvened at 8:11 am.

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve a resolution for prior contract regarding the Dodge City Raceway Park. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 5 – 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: February 6, 2023

Subject: Approval of Street Lights for Central Ave., part of the Downtown Streetscape Project, CA 2003

Agenda Item: Consent Calendar

Purpose: Replace Streetlights on Central Ave. not included in the Downtown Streetscape Plans.

Recommendation: Approve the quote from Victory Electric for the underground work necessary to relocate 3 streetlights from Vine St. to Military St. on Central Ave. and 1 streetlight on Military Ave. near the drive into the City's Parking Lot of Military Ave. in the amount \$22,636.00.

Background: The Downtown Streetscape Plans called for Victory to relocate some existing streetlights along Central Ave. and Military Ave. Currently these lights are feed by aerial power. The City wanted the power to be put underground to provide a clean look to the area. As part of our franchise agreement with Victory Electric the City is responsible for the additional cost to move an aerial line underground.

City Commission Options:

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

Financial Considerations:

Amount \$: \$22,636.00

Fund:

Budgeted Expense Grant Bonds Other Downtown Streetscape Fund

Legal Considerations: By approving the quote the City will be responsible for payment to Victory Electric.

Mission/Values: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Attachments: Quote and Map of Street Light placement

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

The Victory Electric Cooperative Assn., Inc.

Estimate

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

DATE January 6, 2023
Estimate project Central Streetlights
Member Name City of Dodge

Bill To:

City of Dodge

Estimate valid until: April 6, 2023

Prepared by: Rob Henry

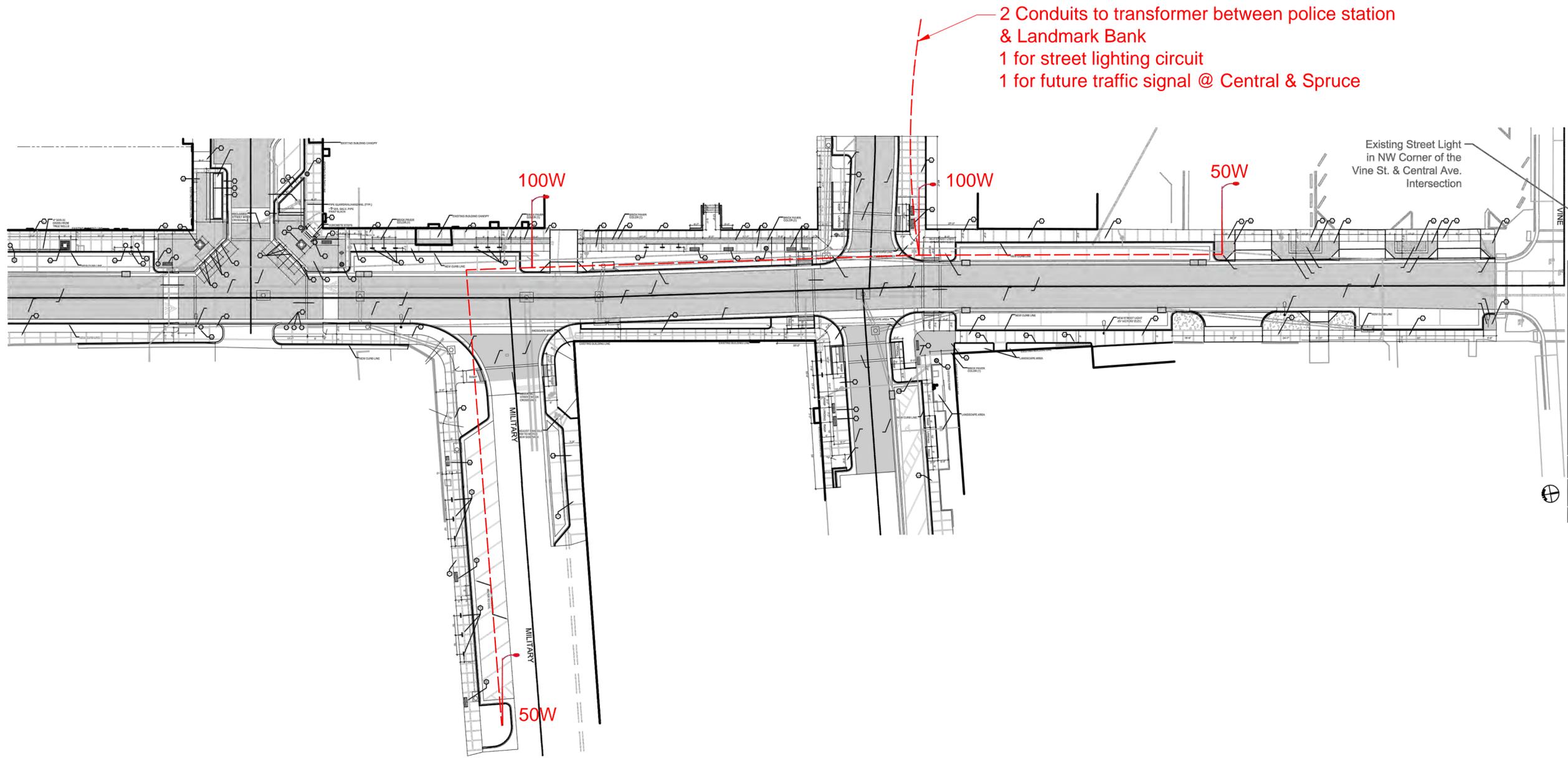
**Comments or special instructions: Central Streetlight Project
(Vine to Military)**

Description	AMOUNT
Conduit, wire, and burial	\$22,636.00
1,020 ft) 1 ½" Conduit	
(825 ft) #6 Duplex (Wire)	
(141 ft) Bore under sidewalk	
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 22,636.00

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

THANK YOU FOR YOUR BUSINESS!





2 Conduits to transformer between police station & Landmark Bank
 1 for street lighting circuit
 1 for future traffic signal @ Central & Spruce

Existing Street Light in NW Corner of the Vine St. & Central Ave. Intersection



Downtown Dodge Dodge City, KS Central Street Lighting Plan

SCALE	N.T.S
REV	
REV DATE	Jan, 2023
SHEET	B



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: February 6, 2023

Subject: Approve Supplemental Agreement for design of 14th Ave. South Bound Bridge Repairs, ST 2202

Agenda Item: Consent Calendar

Purpose: Include the design of street light pole mounts to the repairs for the South Bound 14th Ave. Bridge over the Arkansas River.

Recommendation: Approve the Supplemental Agreement for Design Services with PEC in the amount of \$17,927.50.

Background: At the September 6, 2022, Commission Meeting, the Consulting Agreement for Design Services for the South Bound 14th Ave. Bridge with PEC. PEC has basically completed the design of the plans necessary for the patching of the spalled areas. However, City Staff realized that we needed to look at what it would take to rehab the bridge so that the street lights could be reinstalled. Currently, 4 of the 6 streetlights have been removed because the street light mounts have failed.

Services to be completed under this supplemental agreement include but are not limited to:

- Develop plans, specifications, for the mounting of the streetlights to the pier caps.

Funding for the supplemental agreement will come from the 2021 GOB. Funding for the construction of the repairs will need to be allocated in the 2023 budget.

City Commission Options:

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

Financial Considerations:

Amount \$: 17,927.50

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: The contract with PEC will be amended with this Supplemental Agreement.

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

Attachments: PEC Supplemental Agreement

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



December 29, 2022

Ray Slattery, P.E.
Director of Engineering Services
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Reference: SUPPLEMENTAL AGREEMENT for SB 14th Avenue Bridge Repairs
PEC Project No.: 32-220771-001

Dear Mr. Slattery:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Dodge City (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Ray Slattery, P.E.
City of Dodge City
SB 14th Avenue Bridge Repairs
August 25, 2022
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael A. Ingalls, P.E.
Bridge Team Lead

MAI:mai

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: Kelly Farlow, Signatory

Printed Name: Kelly Farlow, P.E.

Title: VP Transportation Engineering

Date: January 3, 2023

ACCEPTED:

CITY OF DODGE CITY

By: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description.

1. Dodge City Bridge SB 14th Avenue Supplemental project shall consist of preparing details and a cost estimate for work to add lighting system modifications to the SB bridge for the purpose of lighting the NB and SB Bridge Decks. The City and Victory Electric desire the light poles to be supported by the piers, instead of the integral light blisters formed into the existing bridge deck. Victory Electric will provide all lighting system materials and perform all work to install the lighting system. PEC will analyze the proposed lighting based on a layout proposed by PEC (assumes two potential layouts and analyses). PEC will provide construction details for the bridge contractor to modify the existing pier beams to support the proposed light poles.

B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within 7 days after receiving the CLIENT's notice to proceed.
2. PEC shall provide the final plans for Letting 60 days after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
4. Project deliverable schedules will be impacted by untimely receipt of information.

C. Project Deliverables.

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Electronic (PDF format) Bridge Repair Final Plans
 - b) Construction Cost Estimate for Repairs and Improvements
 - c) Appropriate KDOT Specification References for Bridge Repair Items

D. Scope of Services:

1. An hours and fee estimate have been established for SB 14th Avenue Bridge Repairs Supplemental based on the following preliminary scope :
 - a) Project Management and Project Coordination with PEC's designers and technicians, the City's Engineering staff, and Victory Electric
 - b) SB 14th Avenue Bridge Repairs' anticipated scope includes designing and preparing details for the pier-beam-supported lighting system for the bridges.
 - c) Construction phase administration will include shop drawing review, if necessary, and a measure of time for answering questions contractors may have during the bidding process or construction.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Provide plan changes to the PEC design team with adequate time to revise the documents or the submitted plans and notify PEC that said changes are coming with a description of changes to help the design team expedite the necessary adjustments.
2. Project design schedule and modifications to the design schedule made during project design.
3. Geotechnical investigation and report with recommendations for foundation and pavement design unless included in Scope.
4. AutoCAD files of site layout showing buildings and pavement limits. PEC will check the paving geometry and recommend changes as needed.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Meetings in excess of the number above will be performed on an hourly basis.
3. Design of utilities to the PROJECT site.
4. Analysis of existing utility systems.
5. Design of “Additional Services or Extra Services” as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
6. Design of safe rooms (storm shelters). All safe rooms will be designed structurally in accordance with FEMA 361 and/or ICC 500.
7. Plan revisions, as necessary, to reduce the cost of construction after issue of CDs. (Typically referred to as “Value Engineering” or “VE”.)
8. Design of retaining walls.
9. Design of any water pump stations, or sanitary sewer lift stations located outside the building footprint.
10. Telecommunications design – Voice, Data, and Video Distribution System.
11. Provide documentation required to support LEED credits designed by PEC.
12. Alternate designs not specifically listed in the Scope of Services.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Plan Review and Permit fees required by other agencies.
3. In-depth or Inventory Inspection post-construction
4. Environmental assessments/clearances.
5. Franchise or off-site Utility Design.
6. Platting and/or Zoning change processes. Easement abandonments and dedications.
7. Construction Testing and Inspection, Construction Staking.
8. Outside consultants.
9. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project, but may include other design disciplines and testing agencies. Any special inspection services required will be covered

under a separate or supplemental agreement and are not covered under standard observation services.

H. PEC's Fees & Reimbursable Expenses.

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt. Unpaid invoices may bear interest at the rate of 18% per annum.
2. PEC's Fee for this Supplemental Scope of Services will be on an hourly basis, at the rates established on the attached Exhibit B, including Reimbursable Expenses not-to-exceed **\$17,927.50** for a total project fee not-to-exceed **\$57,055.00**.
3. Reimbursable Expenses shall include digital scanning and printing by outside firms, deliveries made by outside services, vehicle mileage or vehicle rental and fuel for travel outside the county of the PEC office(s) providing design services, vehicle parking and tolls, travel fares (air/land/water), lodging, meals, and filing/permit fees.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value-added taxes which apply to these services.

EXHIBIT B: FEE SCHEDULE

I. STANDARD HOURLY

A. SB 14th Avenue Bridge Lighting

Position/Title	Hourly Rate	Estimated Hours	Extension
Principal	\$195.00	2	\$390.00
Project Manager	\$175.00	8	\$1,400.00
Senior Engineer	\$170.00	32	\$5,440.00
Project Engineer	\$145.00	20	\$2,900.00
Technician	\$135.00	20	\$2,700.00
Subtotal A.		82	\$12,830.00

B. Lighting Design

Position/Title	Hourly Rate	Estimated Hours	Extension
Principal	\$195.00	0	\$0.00
Project Manager	\$175.00	2	\$350.00
Senior Engineer	\$170.00	4	\$680.00
Project Engineer	\$145.00	14	\$2,030.00
Technician	\$135.00	10	\$1,350.00
Subtotal B.		30	\$4,410.00

C. 0

Position/Title	Hourly Rate	Estimated Hours	Extension
Principal	\$195.00	0	\$0.00
Project Manager	\$175.00	0	\$0.00
Senior Engineer	\$170.00	0	\$0.00
Project Engineer	\$145.00	0	\$0.00
Technician	\$135.00	0	\$0.00
Subtotal C.		0	\$0.00

D. 0

Position/Title	Hourly Rate	Estimated Hours	Extension
Principal	\$195.00	0	\$0.00
Project Manager	\$175.00	0	\$0.00
Senior Engineer	\$170.00	0	\$0.00
Project Engineer	\$145.00	0	\$0.00
Technician	\$135.00	0	\$0.00
Subtotal D.		0	\$0.00

E. Bidding Phase (5.0)

Position/Title	Hourly Rate	Estimated Hours	Extension
Principal	\$195.00	0	\$0.00
Project Manager	\$175.00	0	\$0.00
Senior Engineer	\$170.00	0	\$0.00
Subtotal E.		0	\$0.00

F. Construction Phase (6.0)

Position/Title	Hourly Rate	Estimated Hours	Extension
Principal	\$195.00	0	\$0.00
Senior Engineer	\$170.00	0	\$0.00
Project Engineer	\$145.00	0	\$0.00
Subtotal F.		0	\$0.00

G. Bridge Inventory Inspection (7.0)

Position/Title	Hourly Rate	Estimated Hours	Extension
Principal	\$195.00	0	\$0.00
Senior Engineer	\$170.00	0	\$0.00
Project Engineer	\$145.00	0	\$0.00
Subtotal G.		0	\$0.00

TOTAL DIRECT PAYROLL (A+B+C+D+E+F+G) =

\$17,240.00

II.

III.

IV.

V. DIRECT EXPENSES

a. Vehicle Mileage	\$437.50
b. Printing and Mailing	\$0.00
c. Vehicle Rental	\$250.00
d.	

TOTAL DIRECT EXPENSES

\$687.50

GRAND TOTAL

(Total Standard Hourly + Direct Expenses)

\$17,927.50



MANHOOR ESTIMATE Dodge City SB 14th Avenue Supplemental

Client: Dodge City
 Client Proj: SB 14th Avenue (Supplemental)
 PEC Proj: 220771-001
 Date: 12/29/2022

Manhour Estimate

TASK ITEM		Principal	Project Manager	Senior Engineer	Project Engineer	Technician	Total Manhours
1.0	<i>SB 14th Avenue Bridge Lighting</i>	2	8	32	20	20	82
1.1	Coordination with Victory Elec.	2	4	4			10
1.2	Pierbeam Design for OH Lights			16	8		24
1.3	Pierbeam Details			4	4	16	24
1.4	QA/QC Review		4	8	8	4	24
1.5							0
1.6							0
1.7							0
1.8							0
1.9							0
2.0	<i>Lighting Design</i>	0	2	4	14	10	30
2.1	Preliminary Layout (Assumes 2)			4		4	8
2.2	Lighting Analysis				12	6	18
2.3	QA/QC Review		2		2		4
3.0		0	0	0	0	0	0
3.1							0
3.2							0
3.3							0
3.4							0
3.5							0
4.0		0	0	0	0	0	0
4.1							0
4.2							0
4.3							0
4.4							0
4.5							0
4.6							0
5.0	<i>Bidding Phase (5.0)</i>	0	0	0	0	0	0
5.1	Bridge						
5.2							
6.0	<i>Construction Phase (6.0)</i>	0	0	0	0	0	0
6.1	Bridge						
6.2							
7.0	<i>Bridge Inventory Inspection (7.0)</i>	0	0	0	0	0	0
7.1	Bridge Design						0
TOTALS		2	10	36	34	30	112



Memorandum

To: City Commission
CC: City Manager Nick Hernandez
From: Collin Clark, Public Information Officer
Date: February 6, 2023
Re: 2023 Advisory Board and Commission Appointments

The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions ended at 5 pm on January 25, 2023. The notice seeking applications was published in the Dodge City Daily Globe, on the City website, on the City Facebook page, and in the Community Newsletter. Staff representatives have reviewed the applications and support the following Mayor's recommendations to the City Commission for appointment:

AIRPORT ADVISORY BOARD— Reappointment of Bob Groth. Appointment of Rosie Barrientos.

BUILDING BOARD OF APPEALS— Reappointment of Emil Vargas, Renee Cardenas, and Dana Williamson.

CONVENTION & VISITORS BUREAU—Reappointment to at hospitality position - Kim Cunningham; reappointment to at-large position - Hayes Kelman and appointment to at-large position - Danielle Crouch.

DODGE CITY PLANNING COMMISSION— Appointment of Ryan Rabe

GOLF ADVISORY BOARD—Appointment of Scott Bogner.

HISTORIC LANDMARK COMMISSION—Reappointment of Kathie Bell.

LIBRARY BOARD—Reappointment of Michelle Reid and Nancy Vierthaler. Appointment of Michael Burns to replace Kent Smoll.

PARKS & REC ADVISORY BOARD— Reappointment of Debra Pennington and Jeff McDaniel.

RECYCLING ADVISORY BOARD— Reappointment of Ron Hamm, Jeff Forrest, and Ashley Bradfield.

SANTA FE TRAILS COMMUNITY CORRECTIONS ADVISORY BOARD—Reappointment of Jimmy Jones and Shannon McGee. Appointment of Orlando Villasenor to replace Michael Robbins.



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 02/06/23
Subject: Approval of Bids from L.R. Lee Contracting for the Renovation of 1012 Longbranch Road
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the following bids from L.R. Lee Contracting for the renovation of 1012 Longbranch, for the Community Development Block Grant through the Kansas Department of Commerce.

- Front Door Ramp - \$5,532.00
- Bathroom - \$12,716.00
- Back Door - \$4,512.00
- GFI Kitchen - \$260.00
- Kitchen Sink - \$358.00

Background: On August 16, 2021, the City of Dodge City approved Resolution number 2021-20, approving the application for assistance for a Community Development Block Grant. The Kansas Department of Commerce approved the City of Dodge City's project application for \$300,000.

On April 4, 2022, the City of Dodge City approved the Contractor Guidelines for the CDBG grant. The City of Dodge City has two approved contractors on the bidders list.

On January 5, 2023, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1012 Longbranch. The City received bids from L.R. Lee Contracting.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The City of Dodge City recognizes the need to use strategic rehabilitation and housing conservation to strengthen home values in our aging neighborhoods.

Financial Considerations: None at this time.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Bids



P.O. Box 997
1200 13th Ave
Dodge City KS, 67801
Phone #: 620-227-6683
Toll Free #: 866-354-6683
Fax #: 620-227-6689

January 19, 2023

Rosa Arriaga
1012 Longbranch
Dodge City KS. 67801

CBDG, Front door Ramp. (Prairie View Ind. Aluminum Entry Modular ramp system.)

All work will be completed as fallows.

- Install a 5'x5' landing at front door.
- Install a 20 long ramp.
- Pour a concrete landing at the end of the ramp.

Estimated cost. \$ 5,532.00

NOTE, Do to rising material and fuel cost, The estimate has to be singed and returned in 30 days.
Material price changes will be adjusted in this estimate.

Authorized signature: 
Leon R Lee.

Note: This estimate may be withdrawn, if not accepted within **30 days**.

Acceptance of this Estimate, sign and date

Date: _____ Signature: _____

Payment in full, to be made upon completion of work.

If bid is accepted, Please sign and return, *signed copy*.



P.O. Box 997
1200 13th Ave
Dodge City KS, 67801
Phone #: 620-227-6683
Toll Free #: 866-354-6683
Fax #: 620-227-6689

January 19, 2023

Rosa Arriaga
1012 Longbranch
Dodge City KS. 67801

CBDG, Bathroom Estimate.

All work will be completed as follows.

- All Lead safe papers will be provided to the home owner, and requirements will be followed.
- Demo work will be completed and cleaning before any subcontractors or non- Lead certified people will be allowed in the project areas.
- The complete bathroom will be demoed.
- Electrical will be installed as needed for 2 new LED ceiling lights, GFI. plug and exhaust fan.
- Plumbing will be changed to allow for toilet and sink to be switched for door width change.
- A step-in 60"x 32" shower with build in seat will be installed, with new shower valve, overhead shower head and a hand held adjustable shower wand.
- A new 10" by 34" vinyl block window will be installed above shower wall to replace existing double hung window, exterior siding repaired at window.
- Wall and ceiling will be sheet rocked, finished and painted.
- A new ¼" subfloor over lay will be installed with new vinyl floor, and cove base.
- New ADA tall toilet will be installed along with a new pedestal sink and medicine cabinet
- Grab bars will be installed at toilet, shower entrance, and shower seat area.
- Curved shower curtain rod will be installed, along with towel bar and toilet paper holder.

Estimated cost. \$ 12,716.00

NOTE, Do to rising material and fuel cost, The estimate has to be signed and returned in 30 days.
Material price changes will be adjusted in this estimate.

Authorized signature: _____

Leon R Lee.

Note: This estimate may be withdrawn, if not accepted within **30 days**.

Acceptance of this Estimate, sign and date

Date: _____

Signature: _____

Payment in full, to be made upon completion of work.
If bid is accepted, Please sign and return, *signed copy*.

January 19, 2023

Rosa Arriaga
1012 Longbranch
Dodge City KS. 67801

CBDG, Back door replace

All work will be completed as follows.

- Remove the existing double door, re-frame opening for a new Mastercraft, 36" pre-hung insulated door with window.
- Sheetrock finish and paint the north wall of the dining room as needed.
- Set premade Concrete stoop with 2 steps, and hand rails.
- Siding will be pcs in as needed

Estimated cost. \$ 4,512.00

NOTE, Do to rising material and fuel cost, The estimate has to be singed and returned in 30 days.
Material price changes will be adjusted in this estimate.

Authorized signature: _____

Leon R Lee.

Note: This estimate may be withdrawn, if not accepted within **30 days**.

Acceptance of this Estimate, sign and date

Date: _____ Signature: _____

Payment in full, to be made upon completion of work.

If bid is accepted, Please sign and return, *signed copy*.



P.O. Box 997
1200 13th Ave
Dodge City KS, 67801
Phone #: 620-227-6683
Toll Free #: 866-354-6683
Fax #: 620-227-6689

January 19, 2023

Rosa Arriaga
1012 Longbranch
Dodge City KS. 67801

CBDG, GFI kitchen plugs

Material and labor cost to install 4 GFI plugs and covers in the kitchen only.
No wiring or breaker change included, or required that we were able to tell.

Estimated cost, \$ 260.00

NOTE, Do to rising material and fuel cost, The estimate has to be signed and returned in 30 days.
Material price changes will be adjusted in this estimate.

Authorized signature: _____

Leon R Lee.

Note: This estimate may be withdrawn, if not accepted within 30 days.

Acceptance of this Estimate, sign and date

Date: _____

Signature: _____

Payment in full, to be made upon completion of work.

If bid is accepted, Please sign and return. *signed copy*



P.O. Box 997
1200 13th Ave
Dodge City KS, 67801
Phone #: 620-227-6683
Toll Free #: 866-354-6683
Fax #: 620-227-6689

January 19, 2023

Rosa Arriaga
1012 Longbranch
Dodge City KS. 67801

CBDG, Kitchen sink Faucet.

Material and labor cost to install a high neck kitchen sink faucet as owner now has.

Estimated cost, \$ 358.00

NOTE: Do to rising material and fuel cost. The estimate has to be signed and returned in 30 days.
Material price changes will be adjusted in this estimate.

Authorized signature: _____

Leon R Lee.

Note: This estimate may be withdrawn, if not accepted within 30 days.

Acceptance of this Estimate, sign and date

Date: _____

Signature: _____

Payment in full, to be made upon completion of work.

If bid is accepted. Please sign and return, *signed copy*.



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 02/06/23
Subject: Moderate Income Housing Grant Application
Agenda Item: Resolution No. 2023-02

Recommendation: Staff recommends adoption of Resolution 2023-02, which permits the submittal of a Moderate Income Housing (MIH) grant application to the Kansas Housing Resource Corporation (KHRC).

Background: In 2022, the City and County received the Community Housing Assessment Team (CHAT) report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The MIH Program allows applicants to apply for loans or grants for infrastructure necessary to support housing or actual housing development of moderate income housing in rural areas.

This year, KHRC was awarded \$62 million for the Moderate Income Housing Program, up from \$2 million in previous years. Only cities or counties may apply for the grant funds, with a max award of \$650,000 per application. The 2023 round 1 grant is due on February 17th.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through the MIH program offered through the KHRC for development of housing targeted towards moderate income units.

Financial Considerations: None at this time.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Resolution No. 2023-02

RESOLUTION NO. 2023-02

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE MODERATE INCOME HOUSING PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, the City of Dodge City, Kansas has received a request by DW Investment, LLC reflecting their desire to submit a Moderate Income Housing application in partnership with the City of Dodge City, Kansas;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment Team) in 2022 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support, approval, coordination and partnership with DW Investment, LLC and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Moderate Income Housing program for the aforesaid housing project in the amount of Four Hundred Fifty Thousand Dollars (\$450,000).

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 6th of February 2023.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 02/06/23
Subject: Moderate Income Housing American Rescue Plan Act Grant Application
Agenda Item: Resolution No. 2023-03

Recommendation: Staff recommends adoption of Resolution 2023-03, which permits the submittal of a Moderate Income Housing (MIH) American Rescue Plan Act (ARPA) grant application to the Kansas Housing Resource Corporation.

Background: In 2022, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The MIH ARPA program allows applicants to apply for loans or grants for infrastructure necessary to support housing or actual housing development of moderate income housing in rural areas.

This year, Kansas Housing Resource Corporation was awarded \$62 million for the Moderate Income Housing Program, up from \$2 million in previous years. Only cities or counties may apply for the grant funds, with a minimum award of \$650,000 and maximum award of \$3,500,000 per application. The 2023 round 1 grant is due on February 17th.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through the MIH program offered through the KHRC for development of housing targeted towards moderate income units.

Financial Considerations: None at this time.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Resolution No. 2023-03

RESOLUTION NO. 2023-03

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE MODERATE INCOME HOUSING AMERICAN RESCUE PLAN ACT PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, the City of Dodge City, Kansas has received a request by Capital Development LLC, reflecting their desire to submit a Moderate Income Housing American Rescue Plan Act application in partnership with the City of Dodge City, Kansas;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment Team) in 2022 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support, approval, coordination and partnership with Capital Development, LLC and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Moderate Income Housing American Rescue Plan Act (ARPA) program for the aforesaid housing project in the amount of Three Million, Five Hundred Thousand Dollars (\$3,500,000).

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 6th of February 2023.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 02/06/23
Subject: Kansas Housing Investor Tax Credit
Agenda Item: Resolution No. 2023-04

Recommendation: Staff recommends adoption of Resolution 2023-04, which supports the submittal of a Kansas Housing Investor Tax Credit (KHITC) application to the Kansas Housing Resource Corporation.

Background: In 2022, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The KHITC program allows applicants to apply for Kansas Investor Tax Credits for infrastructure necessary to support housing or actual housing development of moderate income housing in rural areas.

Developers may apply for the tax credit funds, with a maximum award of \$30,000 per unit and a maximum of 40 units per application. The 2023 round 1 grant is due on February 17th.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through KHRC.

Financial Considerations: None at this time.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Resolution No. 2023-04

RESOLUTION NO. 2023-04

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE KANSAS HOUSING INVESTOR TAX CREDIT PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, the City of Dodge City, Kansas has received a request from Capital Development LLC, DW Investment LLC, and Harshberger Holdings LLC, reflecting their desire to submit a Kansas Housing Investor Tax Credit application;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment Team) in 2022 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support of Capital Development, LLC, DW Investment LLC, and Harshberger Holdings LLC, and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Housing Investor Tax Credit program.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 6th of February 2023.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: City Commission

From: City Manager, Nick Hernandez

Date: February 6, 2023

Subject: Approval of a lease agreement with Catholic Charities of Southwest Kansas (CCSK)

Agenda Item: Old Business

Recommendation: Approve the lease agreement with CCSK for partial use of City Hall located at 806 N. 2nd Avenue.

Background: With the purchase of the Municipal Services Building, there will be available office space at the current City Hall as Engineering Services, Public Works and Development Services are in the process of moving to the new building. City Services remaining in the building include Municipal Court Services, Utility Building, some inspection services, city clerk services and administration services.

Justification: CCSK has been searching for a new space that will help them better meet the needs of the community through their various services including counseling services, citizenship preparation, immigrant, and refugee services among other services. They have also worked in partnership with the City to offer these services.

The proposed space for lease is approximately 7,092 sq. ft.

Financial Considerations:

The proposed terms are similar to rent and lease rates at other City owned facilities and are proposed as follows:

- Lease Rate - \$12/sq. ft per year. (\$85,104)
- Lease Payments - Prorated monthly and billed by City. (\$7,092/month)
- Utilities - Gas, Electric, Internet, and Security System costs shared by City and CCSK based on allocated space. Total area of the building is 12,678 sq. ft. +/- and CCSK's leased space represents 7,092 sq. ft. +/- equaling 56%.
- CCSK will be responsible for their own Telephone services and equipment.
- Lease to Purchase, I recommend we allow a 10% credit of payments to go towards the purchase of the facility, if the City determines the facility no longer meets its needs.

Legal Considerations: The agreement is recommended to be a 5-year minimum, 10 year preferred and will be subject to review and approval by City and CCSK Legal Counsel.

Cite Commission Options:

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

Attachments:

Catholic Charities of Southwest Kansas Lease Proposal

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this ___st day of February, 2023 by and between

Catholic Charities of Southwest Kansas
906 Central, Dodge City, KS 67801
hereinafter referred to as

"TENANT"

AND

City of Dodge City, Kansas
806 Second Ave
Dodge City, Kansas 67801
hereinafter referred to as

"LANDLORD"

WITNESSETH:

1. LEASED PREMISES: LANDLORD, in consideration of the full performance of the covenants and agreements of this Lease, and in full payment of the rentals as hereinafter specified, does hereby lease to the TENANT and TENANT hereby leases from LANDLORD for the term hereinafter set out the following described premises (the "Premises"), to-wit:

That portion of the improvements located in the Landlord's building at 806 Second Avenue, in the approximate amount of seven thousand, ninety-two (7,092) square feet, all as set forth on the Exhibit A attached hereto and incorporated herein.

2. COMMON AREAS: There are no Common Areas to this tenancy, but TENANT may have reasonable access to the City Court courtroom, at the discretion of the LANDLORD, at such times as the courtroom is not in use for functions of the

Municipal Court or the City Commission. In any such instances, TENANT will be responsible to compensate the City for IT services necessary for the operation of audio-visual equipment. Such services would be on an as-needed basis using IT staff employed by the City and would be compensated at the rate of \$_____ per hour for actual time spent.

2. ACCEPTANCE AND USE OF PREMISES: TENANT agrees to accept the Premises in its existing condition at the date of occupancy. TENANT further agrees the Premises shall be used and occupied by TENANT for business offices.

3. TERM: This Lease shall commence on March 1, 2023 and continue thereafter for an initial term of ten (10) years.

4. OPTION TO EXTEND: This Lease shall automatically be extended for an additional five (5) year term, at the end of the initial term, unless TENANT shall notify LANDLORD in writing one (1) year prior to the termination of this Lease of TENANT's desire not to extend the term of this Lease for the said five (5) year period.

In the event this Lease is extended for the additional five (5) year term provided above, this Lease shall automatically be extended for a second five (5) year term beginning at the end of the first five (5) year option, unless TENANT shall notify LANDLORD in writing, six (6) months prior to the termination of the then existing lease period, of TENANT's desire not to extend the term of this Lease for a second five (5) year term.

All extensions of this Lease, as provided above, shall be upon the same terms and conditions as contained herein, except that the amount of the monthly rental payment shall be negotiable prior to the commencement of each five (5) year option.

5. RENTAL: As rent for the Premises TENANT agrees to pay to LANDLORD without deduction, set-off or demand, the total sum of Eighty-Five Thousand, One Hundred Four Dollars (\$85,104.00) annually for the initial term of this Lease payable in equal advance monthly installments of seven thousand, ninety-two dollars (\$7,092.00), beginning on the first day of March 2023, for first month's rent and continuing monthly thereafter for the first three years of this Lease. The annual rent beginning on March 1, 2026 will be Ninety-Two Thousand, One Hundred Ninety-Six Dollars (\$92,196.00). The annual rent beginning on March 1, 2029 will be Ninety-Nine Thousand, Two Hundred

Eighty-Eight Dollars (\$99,288.00). All annual rent will be paid in monthly installments calculated in the same fashion for subsequent terms as the initial term.

6. OWNERSHIP AND POSSESSION: LANDLORD covenants that LANDLORD is lawfully seized of the Premises and has full right and power to enter into this Lease for the full term and upon all the conditions herein contained and will deliver full and complete possession of the Premises upon the commencement date of this Lease. TENANT, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises for the term and for the use and purpose leased hereunder.

7. MAINTENANCE: TENANT shall, at TENANT's expense, keep and maintain the interior of the Premises, including but not limited to furnace and air conditioning filters, exterior entry and exit doors, plate glass and glazing in or on the Premises in good order, condition and repair, and in compliance with all laws and regulations applicable thereto during the entire term of this Lease. TENANT shall be responsible for repair of plumbing stopped up by reason of foreign matter introduced into the plumbing fixtures located in the Premises .

LANDLORD warrants that, upon the commencement of this Lease, all underground plumbing shall be in good operable condition. LANDLORD shall, at LANDLORD's own expense, keep and maintain the roof and exterior walls, HVAC, electrical, underground plumbing except if stopped up by reason of foreign matter introduced into plumbing fixtures or floor drains, and all structural components of the Premises in good order, condition and repair during the term of this Lease. The phrase "exterior walls" as herein used shall not be so construed as to require LANDLORD to make repairs to the interior surfaces thereof.

All paper products for the restroom facilities in the leased premises will be provided by TENANT.

There shall be no obligation on the part of the LANDLORD to make any of the repairs required in this section unless and until TENANT gives LANDLORD written notice, advising LANDLORD of the necessity of the repair.

8. KEYS: TENANT will be provided ___ () keys at the inception of this Lease. Replacement of keys or replacement of locks will be the physical responsibility

of LANDLORD and the financial responsibility of TENANT. TENANT is prohibited from duplicating keys or replacing locks on its own initiative or authority.

9. JANITORIAL: TENANT will be responsible for the janitorial services necessary for the leased premises.

10. INSURANCE: TENANT, at TENANT's expense, shall carry commercial general liability insurance coverage in an amount of at least \$500,000 per occurrence and \$1,000,000 aggregate, including advertising, in personal injury liability coverage with respect to the Premises and the business of TENANT and naming LANDLORD as additional insured.

LANDLORD agrees, as a material condition of this Lease, to maintain insurance coverage on the building of which the Premises are a part, insuring the building against loss by fire and extended coverage in an amount at least equal to eighty percent (80%) of the fair replacement value of said building.

11. SUBORDINATION OF LEASE: It is expressly understood and agreed between the parties hereto that LANDLORD reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon LANDLORD's interest in the Premises. TENANT agrees to execute and deliver upon LANDLORD's demand, such further instruments subordinating this lease to the lien of any such mortgage or mortgages as may be required; provided, however, that the mortgagee shall acknowledge in advance that this Lease will be valid in the event of a foreclosure of LANDLORD's interest.

12. ALTERATIONS: TENANT, by obtaining LANDLORD's prior written approval, shall have the right to make alterations or additions to the Premises at its sole cost and expense. Any such alterations or additions shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements. LANDLORD's approval of any alterations or additions is at its sole and unfettered discretion. In considering any such approval, LANDLORD will be guided by all applicable Federal, State and Local laws, regulations and ordinances pertinent to the request. Any such alterations or additions shall remain with the Premises and become the property of LANDLORD.

13. FIXTURES AND EQUIPMENT: It is understood and agreed that any equipment, furniture, signs and sign standards, installed or owned in the building or

otherwise on the Premises by TENANT, shall remain TENANT's property and may be removed by TENANT at any time, whether attached to the building or not, provided, nevertheless, that TENANT shall repair any and all damage to the Premises caused by such removal. Any fixtures which are owned by LANDLORD and a part of this Lease shall remain LANDLORD's property and not be removed from the Premises.

14. SIGNS: All exterior signs shall be subject to the written approval of LANDLORD (at LANDLORD's sole discretion) being obtained prior to the installation of any such sign. The cost of such installation shall be borne by TENANT. Upon the expiration or termination of this Lease or any renewal thereof, TENANT, at its sole expense, agrees to remove from the Premises any signs which it may have installed, provided that TENANT shall repair any and all damage to the Premises and/or LANDLORD's building caused by such removal.

15. DAMAGE OR DESTRUCTION: In the event the improvements located upon the premises shall be damaged or destroyed by fire or other casualty, Tenant shall give written notice thereof to Landlord within a reasonable time.

A. If the improvements located upon the leased premises are substantially destroyed (50% or more) or said improvements are so damaged that it reasonably appears that the rebuilding or repair of the same can not be completed in 120 days, then this lease shall cease and come to an end at the option of either the Landlord or Tenant. To exercise said option of termination either the Landlord or Tenant shall give written notice to the other party within 20 days after such damage occurs. In the event the option to terminate is not so exercised within the time specified therefore, this lease shall remain in full force and effect and Landlord shall proceed with due diligence to repair and restore said premises to substantially the same condition as prior to said damage or destruction, excepting Tenant improvements. Until said premises are repaired and restored to such condition the rent shall abate.

B. In the event the improvements located upon the leased premises shall be damaged by fire, tornado or other casualty but to an extent as to not be substantially destroyed

(less than 50%), this lease shall not terminate. In such event, Landlord shall proceed with reasonable diligence to repair and rebuild said improvements, excepting Tenant improvements, to substantially the condition to which they existed prior to said damage. Until said premises are repaired and restored the rent payable hereunder shall abate. In the event Landlord shall fail to complete such repairs or rebuilding within 120 days after the date of said damage, Tenant may, at Tenant's option, terminate this lease by delivering written notice of termination to Landlord whereupon all rights and obligations hereunder shall cease.

16. SUBLETTING AND ASSIGNMENT: TENANT shall not, without the prior written consent of the LANDLORD, have the right to assign this Lease or sublet the Premises or any portion thereof.

17. UTILITIES: TENANT agrees to pay a *pro rata* share of all charges of public or private utilities consumed on the Premises including charges for gas, electricity, sewer, security, and internet. Said *pro rata* share shall be fifty-six percent (56%) of the total utilities consumed on the Premises. The *pro rata* share will be invoiced to TENANT on a monthly basis and will be payable within ten (10) days of the date of the invoice.

18. DEFAULT BY TENANT: LANDLORD shall give TENANT written notice of any default by TENANT in the payment of rent or the performance of any other obligation to be kept or performed by TENANT and if such default continues for a period of fifteen (15) days in the case of rent or thirty (30) days in case of other defaults after receipt by TENANT of a written notice from LANDLORD specifying such default, LANDLORD may thereafter without further notice or demand, enter onto the Premises and take full and absolute possession thereof, without such re-entry causing a forfeiture of the rent to be paid or the covenants to be performed by TENANT hereunder for the full term of this Lease. LANDLORD may thereafter lease or sublease the Premises for such rent as LANDLORD may reasonably obtain, crediting TENANT with the rent so obtained after deducting the costs LANDLORD reasonably incurs by such re-entry, leasing or subleasing, or the LANDLORD, at LANDLORD's election may, terminate this Lease and re-enter and take full and absolute possession of the Premises free from any further right or claim by TENANT.

19. SURRENDER OF PREMISES: At the expiration of the tenancy hereby created, TENANT shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereto except as may be provided in Article 10 hereof, and shall surrender all keys for the Premises to LANDLORD of the place then fixed for payment of rent and shall inform LANDLORD of all combinations on locks, safes and vaults, if any, in the Premises. TENANT shall remove all its trade fixtures before surrendering the Premises as aforesaid and shall repair any damage to the Premises

caused by such removal. TENANT's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

20. PROPER USE OF PREMISES: TENANT shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace under local code and shall keep the Premises under TENANT's control, clean and free from rubbish under acceptable standards. The Parties acknowledge and agree that the exterior door located at the southeast corner of the leased premises shall be available and open to the use of the Landlord as an emergency exit for the occupants of the north portion of the Landlord's building as referenced above. Said exit door will be used by the Landlord only as an emergency exit and not as a regular manner of ingress or egress.

TENANT shall have use of the parking area located directly to the south of the leased premises consisting of approximately ___ parking spaces.

21. HOLDING OVER: Any holding-over after the expiration of the term hereof shall be construed to be a tenancy from month-to-month at the rents herein specified and shall otherwise be on the terms and conditions herein specified, so far as applicable.

22. MANNER OF SERVING NOTICE: All notices or requests which may be or are required to be given to either LANDLORD or TENANT shall be in writing and sent by certified mail, or by personal service, addressed to the parties as follows:

LANDLORD:

City of Dodge City, Kansas

Dodge City, Kansas 67801

TENANT:

Catholic Charities

806 Second Avenue

Dodge City, Kansas 67801

23. WARRANT OF AUTHORITY: Each party warrants that the person executing this Lease on its behalf is duly authorized to execute this Lease, that the execution is not proscribed by the bylaws or articles of incorporation of the corporation, if either party is a corporation, and that all necessary action has been taken by its board of directors and/or commissioners to authorize the execution of this Lease.

24. REAL ESTATE TAXES: LANDLORD shall pay all real estate taxes and special assessments which may be levied or imposed against the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be entered into the day and year first above written and the same shall be binding on the heirs, executors, administrators and assigns of the respective parties except as limited herein.

LANDLORD

TENANT

City of Dodge City, Kansas

Catholic Charities of Southwest Kansas

By: _____
Michael Burns, Mayor

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: February 6, 2023

Subject: Approval of Quote from Diamond Roofing to replace the roof on part of the Process Building of the North Plant, SS 2300

Agenda Item: New Business

Purpose: Replace the roof on the lower portion of the Process Building of the North Reclamation Plant.

Recommendation: Approve the quote from Diamond Roofing to replace 105'x106' +/- roof section in the amount \$145,420.00.

Background: The past couple of wind events have caused the roof on the lower section of the Process Building at the North Reclamation Plant to fail. In fact the wind event in December 2022 tore a section of the roof off the building. This roof section is over the headworks, electrical room, blower room, and membrane area. Jacobs has taken means to protect the electrical equipment as much as possible with the roof being gone. Staff requested quotes after the December 2022 event, however we received only one quote. So staff sent out a quote with required work items. Again, we received only one quote, the same as December 2022. Another company was interested, but would not provide a quote based on the information listed on the quote sheet. They wanted to include additional items that they felt would result in a better project. Staff informed the companies that they could suggest alternates with costs and staff would then decide how to proceed. The biggest issue was trying to compare like quotes.

Diamond Roofing will be able to start two days after they receive the signed proposal, the building will be after tight after the first two days of construction, and the project is anticipated to take 10 working days to complete.

City Commission Options:

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

Financial Considerations:

Amount \$: \$145,420.00

Fund: 13590000 425001

Budgeted Expense Grant Bonds Other Roof Insurance Fund

Legal Considerations: By approving the quote the City will be responsible for payment to Diamond Roofing.

Mission/Values: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Attachments: Quote from Diamond Roofing

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services

December 28, 2022



Ryan Reed
4120 N. 14th
Dodge City, KS

We hereby submit to provide material, labor, tools and equipment to replace the TPO roof system at the waste water treatment plant in Dodge City, KS.

Section Roofing

- Set up site safety at roof edge
- Tear off existing roof system and perimeter metal trim
 - Clean and inspect roof deck and pre-cast panel joints
- Install new roof system layers in hot asphalt for maximum adhesion
 - New 2.5” insulation to match existing
 - New coverboard
 - New 60 mil fleece back TPO membrane adhered with hot asphalt
 - Fasten field TPO membrane to bottom of parapet wall using termination bar at entire perimeter
 - Fasten termination bar up wall flashings every 18’ and outside of parapet wall with air seal
 - Hot air weld seams, wall flashings and penetration flashing details
 - Apply cut edge sealant
- Provide owner with Contractor’s 2-year Workmanship Warranty

Section Sheet Metal Flashing and Trim

- 22g copings and perimeter metal fastened at every 12”
- 22g counter flashings fastened at every 12”
- 20g cap metal cleat fastened at every 4”
 - Reinstall existing collector heads and downspouts
 - Metal color to match existing metal

Labor, material, insurance and clean up associated to this proposal for the sum of.....\$ 145,420.00

Exclusions:

Repairs to steel pipe vents through roof deck.
Installation of structural decking or any connection assemblies not specifically called out above.
Accepting the physical properties or attachment of structural decking.
Any and all vapor and moisture barriers, weather barriers, sheet waterproofing, or fluid-applied waterproofing and patching thereof.

Southwest Kansas Region:

100 McArtor Road, P.O. Box 37
Dodge City, KS 67801
Phone: 620-225-2622

Western Region:

1630 East Fulton
Garden City, KS 67846
Phone: 620-315-4241

Flint Hills Region:

9300 East US Highway 24
Manhattan, KS 66502
Phone: 785-537-8008



Diamond Roofing excludes from our proposal, code and insurance certifications. Where a performance standard is enumerated and established in a specification that is included in our proposal, we will endeavor to meet the standard as it relates to the attachment or fire rating of a specific material included above.

Polo Romero
Project Manager Diamond Roofing

Should you have any questions regarding the above scope of work or exclusions herein, I am available at your convenience to discuss at (620) 225-2622, or via email at polo@diamond-roofing.com. Thank you for your consideration of Diamond Roofing.

Diamond Roofing Authorized Signature

To indicate acceptance of this proposal please sign and date below:

Accepted by: _____ Date: _____

Southwest Kansas Region:
100 McArtor Road, P.O. Box 37
Dodge City, KS 67801
Phone: 620-225-2622

Western Region:
1630 East Fulton
Garden City, KS 67846
Phone: 620-315-4241

Flint Hills Region:
9300 East US Highway 24
Manhattan, KS 66502
Phone: 785-537-8008



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: February 6, 2023

Subject: Approval of Design Agreement for South WWTP Expansion Supplemental Agreement #2, SS 2101

Agenda Item: New Business

Recommendation: Approve the Supplemental Agreement #2 to the Design Agreement/Scope of Services for the South WWTP Expansion with PEC Consultants for \$2,038,455.00.

Background: With the announcement that Hilmar Cheese will be building a facility in Dodge City, we must start the preparation for there facility. One of the biggest items is the need to expand the South WWTP to accommodate the increase of wastewater flow from the plant and the expected municipal growth. PEC completed Phase 1 of the project and is nearing completion of the design per Phase 2 (Supplemental Agreement), the actual design of the improvements to meet when Hilmar Cheese will be operational. Supplemental Agreement #2 covers some extra design work required on several items not accounted for in the original design agreement. One being the shift in alignment to the force main to reduce the number of property owners that easements have to be acquired from and reduce the number of road crossings. It also covers the revisions to the facultative ponds based on the future ASR project and KDHE requirements for loadings. It also includes helping the City with the State Revolving Loan Fund application to the State of Kansas. The biggest portion of Supplemental Agreement #2 is for the Inspection and Testing of the WWTP Expansion and Force Main Construction when it starts. Construction on the WWTP Expansion is anticipated to begin in March. This is a not to exceed contract and the City will only be billed for what hours PEC has towards the project. The Inspection & Testing is less than 5% of the GMP and anticipated force main construction costs.

City Commission Options:

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

Financial Considerations:

Amount \$: \$2,038,455.00

Fund:

Budgeted Expense Grant Bonds Other SRLF (State Revolving Loan Fund)

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

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

Attachments: Supplemental Agreement #2 from PEC Consultants.

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services

January 31, 2023



Ray Slattery, PE
Director of Engineering Services
City of Dodge City
PO Box 880
Dodge City, KS 67801

Reference: Project Name: Dodge City Water and Wastewater Systems Expansion
Supplemental Agreement No: 2
Original Contract Date: May 14, 2021
Phase 1 PEC Project No. 35-210263-001
Phase 2 PEC Project No. 35-210263-002

Dear Mr. Slattery:

This Supplemental Agreement between the Client and Professional Engineering Consultants, P.A. (PEC), modifies the above referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

- 1. See attached Exhibit A.

B. Time of Performance:

- 1. The completion date will be on a mutually agreed upon schedule.

C. Payment Provisions:

1. Original Contract Amount:	\$ 546,000.00
2. Net change by previous Supplemental Agreement:	\$2,214,000.00
3. The contract amount will increase by this Supplemental Agreement on a lump sum basis:	\$ 276,200.00
4. The contract amount will increase by this Supplemental Agreement on a standard hourly basis:	<u>\$1,762,255.00</u>
5. The new contract amount including this Supplemental Agreement:	<u>\$4,798,455.00</u>

D. Authorization to Proceed:

- 1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Ryan W. Glessner, PE
VP | Civil Municipal and Water/Wastewater Engineering

NDF:ev

ACCEPTED:

CITY OF DODGE CITY

By: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description Modification

1. Design of two new facultative cells at the South WWTP and associated piping from Control Structure 401 to the new cells and between the new cells (Package 1).
2. Design of a temporary pumping system to send wastewater from the new facultative cells to Facultative Cell No. 4 (Package 3).
3. Design for a new gas cooling system based on specifications developed by River City Engineering (Package 3).
4. SRF loan application assistance.
5. Easement and property purchase staking for property acquisition process.
6. On-site construction inspection and materials testing services.
7. Modifications to the previous design services scope, including:
 - a) Alignment change of the Hilmar forcemain, including additional topographic survey area on the east side of 112 Road (Package 2).
 - b) Location change for the Intermediate Lift Station (Package 3).

B. Project Delivery Method

1. Package 1 (earthwork) will be included in Package 3 (WWTP Expansion). Separate construction documents will be provided for Package 1 and Package 3 but both will be included in the Design-Build contractor's scope.

C. Scope of Services

1. SRF Loan Application Assistance:
 - a) Prepare an information request and review outstanding items with the CLIENT.
 - b) Provide information to the CLIENT as required to complete the application process.
 - c) Prepare environmental review letters and submit to the required regulatory agencies. Track responses and inform the CLIENT of any comments that may impact the project.
 - d) Prepare the required farmland conversion documentation.
 - e) Update the Preliminary Engineering Report as required for submittal with the application package.
 - f) Submit the loan application to KDHE and coordinate between KDHE and the City on any comments or questions.
2. Survey Services:
 - a) Set inter-visible control points in area of construction. Obtain reference ties.
 - b) Set benchmark within building area for construction.
 - c) Recover sufficient monumentation as required to enable drafting of boundary information, (Recorded plats to be supplied by the Client).
 - d) Procure up to 35 Ownership and Encumbrance Report(s) for subject parcel(s) once the alignment has been determined north of US 400/56 Highway, (all title work to a direct expense to the Client). Additional O&E reports required will be billed separately as a reimbursable expense.

- e) Aerial Images and Lidar surface data to create topographic survey drawing of the existing conditions, including surface locations sufficient to provide 1' contours.
- f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
- g) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
- h) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
- i) Locate all buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
- j) Any specimen trees six (6) caliper inches and larger shall be identified/shown. Groups of trees will be shown as a dripline only.
- k) Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
- l) The coordinate base will be Kansas State Plane NAD 83(2011) South Zone and the elevations will be referenced to the NAVD 88 datum.

3. Construction Inspection Scope of Services:

- a) PEC will provide construction inspection services as noted in this agreement and terms shall apply to all services provided throughout the construction of the PROJECT unless a separate agreement for additional services is signed.
- b) Provide a resident project representative (RPR) to perform construction inspection and documentation; supervise testing and inspection; witness field or laboratory tests of construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the intent of the design; and maintain project records to document the work. Daily inspection reports will be completed and provided to the CLIENT.
- c) Provide scanned pdf of hand 'Red-Line' markup images of bid set of plans for the preparation of record drawings.

4. Materials Testing Scope of Services:

- a) PEC will provide materials testing as noted in this agreement and per the requirements of the project specifications. Required services consist of:
 - 1) Field testing of soils, concrete, and foundations
 - 2) Laboratory testing of soils and concrete
 - 3) Testing equipment (Nuclear Gauge, Concrete Equipment) and project mileage.
- b) Provide material testing field reports outlining results of services rendered.

D. Anticipated Schedule for Inspection and Testing Services:

- 1. PEC anticipates the notice to proceed for Package 3 construction to be issued approximately March 01, 2023 and for the on-site construction to be complete September 30, 2024 (580 Calendar Days).

2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

E. Additional Responsibilities of CLIENT:

1. The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein:
 - a) Provide a point of contact for day-to-day communications.
 - b) PEC resident project representative will utilize office space at the Owner's designated location.
 - c) Provide a facility, if necessary, for Pre-Construction, Progress, or Coordination Meetings.
 - d) Provide right of entry for PEC's personnel in performing site visits, field testing, and inspections.
 - e) CLIENT accepts that material testing services provided by PEC are on an on-call, as-needed basis. Continuous materials testing is not part of this agreement.
 - f) CLIENT acknowledges that the test results provided are relative to the date and time in which the test was conducted and to the relative location described in the report.

F. Exclusions:

1. The following shall be specifically excluded from the Scope of Services to be provided by PEC.
 - a) Entrance into a permit-required or non-permit required confined space.
 - b) Any material testing services not specifically referenced in the Scope of Services listed above.
 - c) Laboratory testing on concrete cylinders and beams – tests will be conducted using CLIENT staff/equipment.
 - d) Record Drawings in any other format than Red-Line Drawings.
 - e) Testing for sanitary sewer pressure, simulated flow, pipe deflection, video recording and log, manhole vacuum testing.
 - f) Final size of thrust blocks.
 - g) Storm Water Sewer video recording and log.
 - h) Water Quality and Pressure Testing.
 - i) NPDES permit or SWPPP review, inspection, and documentation.
 - j) Transcribing and distribution of Pre-Construction, Progress, or Coordination Meeting Notes.
 - k) Permit fees.
 - l) Environmental assessments/clearances.
 - m) Observation of contractor activities other than a single shift between 7:00AM and 6:00PM Monday through Friday.
 - n) Work on Saturdays, Sundays, City holidays. If the contractor is granted permission to work on these days, staff may be available for observation but this work or any work beyond the single shift described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.

G. Construction Inspection and Testing Payment Provisions

1. Construction inspection fees are based on a total of five hundred eighty (580) calendar days for the contractor to reach final completion for the PROJECT. Work is anticipated on Monday through Friday for eight (8) regular hours per day and one (1) overtime (OT) hour onsite per day during construction (per RPR) and an additional nine (9) OT hours per each Saturday. Scope includes attending the preconstruction meeting/preparation, post construction closeout documentation and RPR manager oversight. There is additional scope for a second RPR onsite for eight (8) regular hours per day and one (1) hour OT hour onsite per day during construction for four hundred thirty-five (435) calendar days or approximately 75% of the project construction duration. Scope also includes fee for drive time, mileage to/from Wichita/Dodge City (typically on Monday and Friday of each week) for two (2) RPRs for the time frames noted along with travel expenses for meals and lodging. If more than five hundred eighty (580) calendar days elapse from the Construction Notice to Proceed to completion of the PROJECT a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates at the time of the supplemental agreement.
2. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the Construction Observer.
3. The inspection and testing services shall be paid for on a standard hourly basis plus reimbursable expenses per the attached Rate Table.
4. The inspection and testing services fees are an estimate based on the above listed assumptions. PEC's Fee for its Scope of Services will be billed on an hourly basis, plus reimbursable expenses at the rates established on the current PEC Rate Schedule A.



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$220
Senior Project Manager	\$200
Project Manager	\$180
Senior Engineer.....	\$175
Project Engineer.....	\$155
Senior Landscape Architect	\$165
Landscape Architect.....	\$115
Land Use Planner.....	\$140
Design Engineer.....	\$125
Senior Technician	\$140
Design Technician	\$105
Senior Commissioning Agent	\$140
Commissioning Agent.....	\$115
GIS Specialist	\$140
GIS Analyst.....	\$110
Project Assistant	\$90
Senior Field Project Manager	\$160
Field Project Manager.....	\$145
Senior Inspector	\$150
Inspector	\$120
Senior Field Technician	\$100
Field Technician	\$80
Driller.....	\$105
Land Surveyor.....	\$130
Party Chief.....	\$110
Survey Technician	\$90
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment	\$50/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	IRS Rate/Mile
Truck Mileage	\$0.70/Mile
ATV.....	\$20/Hour
GPS	\$50/Hour
3D Laser Scanner	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$150/Hour
Drill Rig Use	\$75/Hour
Car Rental and Fuel.....	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Deliveries and Overnight Mail... ..	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees	Cost plus 10%
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compression Tests of Cylinders	\$12/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile

**The rates shown above are effective for services through December 31, 2023 and are subject to revision thereafter.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller Director of Public Works
Date: February 1, 2023
Subject: Approval of Essential Air Service (EAS) Bids Under Docket DOT-OST-1998-3502
Agenda Item: New Business

Purpose: The purpose of this proposal is to provide Dodge City and surrounding communities with a safe and reliable air service to Denver and beyond.

Recommendation: Staff is recommending that Commission allow staff to provide comments recommending SkyWest Charters offering 12 weekly flights for a 2-year term with a total subsidy of \$6,893,611.00 annually to the Federal Department of Transportation (DOT) to be the Essential Air Service (EAS) provider for Dodge City. Comments are due back to the DOT February 10, 2023.

Background: On January 9, 2023, the DOT accepted proposals for Dodge City for the next EAS term. Dodge City received 2 proposals for air service from the DOT. The proposals received for Dodge City were.

1. SkyWest Charter's (SWC) will be offering 12 round trip flights each week once commuter authority is approved. This service will be provided under 14 CFR Part 380 with a 30-seat CRJ200 aircraft between one or two hubs with will be mutually determined between SWC and the community. Until commuter authority is approved SWC will operate under an Air Taxi Operator and will provide 4.5 weekly round trips to Denver (DEN) and 4.5 weekly round trips to Houston (IAH) or Chicago (ORD). This service will operate under codeshare agreement with United Airlines. The bid also includes \$20,000 per year marketing cost.
2. Northern Pacific Airways offering 12 weekly round trip flights 2 on the weekdays and 1 on the weekends. This service will be provided as a Part 121 Air Carrier with a 37-seat Dash 8 aircraft to Denver (DEN). Northern Pacific has interline agreements with Alaska Airlines, American Airlines, Delta Airlines, Sun Country Airlines, and United Airlines. The bid will also include \$25,000 per year marketing cost.

Concerns:

1. SkyWest Charters is bidding an alternative air taxi service until commuter authority can be granted on the 14 CFR Part 380 service. The alternative schedule is not ideal and will most likely cause a decrease in passenger enplanements during that period. Best case scenario in this situation is that commuter authority is granted soon, and the alternative air taxi service would not be implemented. Worst case scenario would be possibly three months of the alternative air taxi schedule until commuter authority

is granted. Details on how this might all work are still being worked out with the DOT and SkyWest. There could also be a possibility that this proposal can not be approved until SkyWest has commuter authority on the Part 380 service.

2. Northern Pacific Airways is currently only flying EAS routes in Alaska, they do not currently have any other cities in the lower 48 states. During the interview process they were asked how they were doing with pilots and if they had enough to enter this market. They admitted that did not have the pilots currently and would be looking to recruit pilots for this bid. There is still question on if they have the interline agreement with United Airlines, Delta and American have been confirmed. Northern Pacific Airways is currently trying to get commuter authority to markets in Asia which raises questions on if they would have the staffing to provide quality reliable service to our market if granted. The bid for Dodge City was \$8,423,323.00 annually.

Conclusion:

SkyWest has continued to provide reliable service to Dodge City throughout this process. Enplanements, although down for the year 2022 are still better than they have ever been in previous years. The SkyWest proposal although it will be branded differently will still operate very similar to how it does now. We have received numerous compliments throughout the community on the quality-of-service SkyWest provides. SkyWest continues to be one of the most profitable airlines in the industry which ensures their longevity. Staff is confident that once the commuter authority is determined SkyWest will continue to provide a quality service to this region.

City Commission Options:

1. Approve Recommendation
2. Disapprove recommendation and request an extension to provide comments later.
3. Table for further discussion

Financial Considerations:

The recommendation has no monetary value to City Of Dodge City.

Budgeted Expense Grant Bonds Other

Legal Considerations: This is a community recommendation the contractual agreement is between the USDOT and the airline.

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

Attachments: Airline Proposals /Bid Comparisons/ Possible Schedules/Past Enplanement Data

Approved for the Agenda by:



Corey Keller, Dir. Of Public Works

January 9, 2022

Michael Gormas
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, DC 20590

SkyWest Charter's Essential Air Service Proposal for Dodge City and Liberal, KS
Dockets DOT-OST-1998-3502 and -3498

Dear Mr. Gormas:

SkyWest Charter, LLC (SWC) welcomes the opportunity to provide subsidized essential air service to the Dodge City (DDC) and Liberal (LBL) communities for a two-year term. Service will be provided on 30-seat CRJ200 aircraft to Denver International Airport (DEN) and Chicago O'Hare International Airport (ORD) or George Bush Intercontinental Airport (IAH). Flights to DEN/IAH will be operated under a codeshare agreement with United Airlines. All flights will be timed to depart and arrive DEN and IAH/ORD to facilitate seamless connections to the United's network.

SWC applied to the Department for a Commuter Air Carrier Authorization on June 17, 2022 (Docket DOT-OST-2022-0071). Until commuter authority is granted, SWC will operate under its existing Air Taxi Operator authority and provide up to 4.5 weekly round trips in each market: DDC/DEN, DDC/IAH, LBL/DEN and LBL/IAH. Applicable DOT and FAA regulations – specifically 14 CFR 110.2 (definitions of *on-demand operation* and *scheduled operation*), 119.49(c) (on-demand Operations Specifications), 298.3 (air taxi operator classification), 298.38(a) (financial security for operating Public Charters), and 380.2 (definition of *direct air carrier*) – authorize these operations when conducted as Public Charter flights under 14 CFR Part 380.

After commuter authority is approved, SWC will provide up to 12 weekly round trips between each community and one or both hubs as mutually determined between SWC and the community. Service will continue to be provided under 14 CFR Part 380, but as a Commuter Air Carrier without restriction as to frequency of operation.

SWC will work closely with DOT and each community on EAS waivers as necessary for the implementation of SWC service as described above.

Thank you for your consideration.



Brad Link
Director of Operations
SkyWest Charter, LLC

SkyWest Airlines
Essential Air Service Bid
1/9/2023

	DEN LBL	DEN DDC
Number of round trips per week	12	12
Aircraft type	CRJ - 30 Seat	CRJ - 30 Seat

Passenger Revenue

Passengers	24,960	19,968
Average fare	\$ 97.00	\$ 95.00
Revenue	\$ 2,421,120	\$ 948,480

Block Time

Trip block time (minutes)	75	80
Total scheduled block time	1,560	1,664
Total completed block time	1,513	1,614

RPMS

Passengers	24,960	19,968
Stage length	280	292
Total RPMs	6,988,800	5,830,656

ASMs

Scheduled departures	1,248	1,248
Completed departures	1,211	1,211
Stage length	280	292
Available Seats	30	30
Total ASMs	10,483,200	10,932,480

Revenue	\$ 2,421,120	\$ 1,896,960
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Marketing Costs	\$ 20,000	\$ 20,000
Direct operating expenses RPM related	\$ 5,024,019	\$ 5,297,135
Departure related	\$ 2,995,543	\$ 2,952,947
ASM related	\$ 97,703	\$ 101,891
Total expenses	\$ 8,137,265	\$ 8,371,973

Operating income (loss)	\$ (5,716,145)	\$ (7,423,493)
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5% profit margin	\$ 203,432	\$ 418,599
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Annual subsidy requirement	\$ 6,123,008	\$ 6,893,611
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Effective Subsidy rate per unit

Subsidy per trip	\$ 5,058	\$ 5,695
Subsidy per passenger	\$ 245	\$ 345
Load factor	67%	53%



**Proposal of Northern Pacific Airways
to provide subsidized Essential Air Service for:**

Dodge City, Kansas
Docket DOT-OST-1998-3502

January 9, 2023



Michael D. Gormas
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, DC 20590

Subject: Proposal to Provide EAS at Dodge City, Kansas (DDC)

Dear Mr. Gormas,

Please find herein Northern Pacific's proposal to provide essential air service (EAS) at Dodge City, Kansas (DDC). We believe that Northern Pacific is well positioned to fulfill the air service requirements of this community and brings unique commercial and operational ability to do so.

Northern Pacific will provide Dodge City with 12 weekly frequencies (2 daily roundtrips on weekdays and 1 daily round-trip on weekends) to the major industry hub of Denver, Colorado (DEN). Northern Pacific has interline relationships with multiple major carriers to facilitate seamless connectivity beyond the DEN hub. Representative schedules are provided within this proposal. It is our intention to use 37-seat Dash 8 aircraft for this operation.

Thank you for your consideration.

Rob McKinney
CEO, Northern Pacific Airways, Inc.
4700 Old International Airport Rd.
Anchorage, AK 99502
907-266-8394



Proposal Overview

Aircraft and Safety

Northern Pacific will utilize 37-seat Dash 8 aircraft as part of this proposal¹. The Dash 8 has been successfully deployed in Northern Pacific (and predecessor Ravn Alaska's network) and has proven operationally reliable and commercially desirable.

- Comfortable 37-seat interior
- Full cabin class experience, flight attendant and onboard product
- Comparable block times as regional jet aircraft at short stage length
- Estimated 50% lower carbon footprint vs. regional jet aircraft
- Demonstrated performance in most difficult operating conditions

Northern Pacific has considerable experience with this aircraft type and is well positioned to operate it as safely and reliably as possible. Currently Northern Pacific operates a fleet of 10 Dash 8 aircraft. As a Part 121 carrier, Northern Pacific has a full Safety Management System (SMS) program and has passed IATA's International Operational Safety Audit (IOSA), something achieved by less than half of US Part 121 carriers.

Connectivity, Marketing, and Distribution

Northern Pacific anticipates that it will be uniquely positioned to provide meaningful connectivity for passengers beyond the DEN hub. Northern Pacific has interline agreements with the following relevant carriers

- Alaska Airlines
- American Airlines
- Delta Air Lines
- Sun Country Airlines
- United Airlines

Northern Pacific is well positioned to successfully distribute both connecting and local itineraries both through its interline agreements and distribution capabilities. Itineraries to/from DDC will be distributed via major global distribution channels (including Amadeus, Sabre, and Travelport), and most relevant agencies and meta searches (Expedia, Orbitz, Kayak, Google Flights, etc.). In addition, Northern Pacific will commit as part of this proposal a minimum of \$25,000 in annual marketing spend.

¹ Northern Pacific can launch service with Dash 8-100 equipment, which will be transitioned to Dash 8-200 aircraft by Spring 2023 to ensure maximum payload performance through summer months.



Schedule

Northern Pacific will provide 12 round-trip flights per week to Dodge City, Kansas (DDC) from Denver, Colorado (DEN). The schedule times below are meant to be representative and subject to change based on feedback from the community.

Dodge City, Kansas Representative Schedule											
ORG	DST	DEP	ARR	Stops	DOW	ORG	DST	DEP	ARR	Stops	DOW
DDC	DEN	9:00	9:35	0	X7	DEN	DDC	11:25	14:00	0	X7
DDC	DEN	15:25	16:00	0	X6	DEN	DDC	17:25	20:00	0	X6

Other Notes

If selected, Northern Pacific will accept an award for Dodge City, Kansas (DDC) on either a two (2) or four (4) year term.

Northern Pacific's bid for service to DDC is not conditioned on any other awards.



EAS Bid

Airport	DDC
<i>City</i>	<i>Dodge City, KS</i>
Capacity	
Scheduled Roundtrips Per Week	12
Annual Scheduled Segments	1,248
Aircraft Type	Dash 8
Seats per Departure	37
Annual Scheduled Seats	46,176

Revenue	
Annual PAX	16,018
Average Fare	\$75
Annual Revenue	\$1,201,350

Expenses	
Aircraft Ownership	\$1,800,000
Direct Wages	\$1,687,500
Aircraft Operating Costs	\$3,514,050
Station	\$1,165,185
Marketing	\$25,000
PAX Related Costs	\$96,108
Overhead/Other	\$878,513
Annual Expense	\$9,166,356

Operating Loss	(\$7,965,006)
Profit (5%)	\$458,318
Annual Subsidy Requirement	\$8,423,323
<i>Per Passenger</i>	\$526
<i>Per Trip</i>	\$6,749

Note: Annual subsidy to increase at a rate of 6% per year during award term



EAS PROPOSAL ANALYSIS	
SKYWEST	Dodge City
	Option 1
Aircraft	CRJ 30 Seat
Hub	DEN
Frequency	12 trips week
Completion %	97.0%
Block Hours	1,614.0
Annual Flights	1,211
Seats	36,330
Fcst Passengers	19,968
Fcst Seg Fare	\$95
Fcst Load Factor	55.0%
Year 1 Subsidy	\$6,893,611
Sub/Passenger	\$345.23

EAS PROPOSAL ANALYSIS	
Northern Pacific	Dodge City
	Option 2
Aircraft	Dash 8 100 37 Seat
Hub	DEN
Frequency	12 trips / week
Completion %	100.0%
Block Hours	1,996.8
Annual Flights	1,248
Seats	46,176
Fcst Passengers	16,018
Fcst Seg Fare	\$75
Fcst Load Factor	34.7%
Year 1 Subsidy	\$8,423,323
Sub/Passenger	\$525.87

EAS PROPOSAL ANALYSIS	
Differences	
Aircraft	RJ vs Turboprop
Hub	Same DEN
Frequency	12 trips / week
Completion %	NP unrealistic
Block Hours	
Annual Flights	NP unrealistic
Seats	NP issues
Fcst Passengers	SkyWest +12,046
Fcst Seg Fare	NP \$22 lower
Fcst Load Factor	
Year 1 Subsidy	SkyWest \$1.5m lower
Sub/Passenger	SkyWest \$181 lower

Mon, Mar 13, 2023

5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00
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635 LBL 4010	650 DEN	DEN 55	745 DEN	1000 DDC	35	1035 DDC	1220 IAH	40	1300 IAH	1445 LBL	30	1515 LBL	1700 IAH	40
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Tue, Mar 14, 2023

9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00
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1050 LBL 4012	1235 IAH	40	1315 IAH	1500 DDC	30	1530 DDC	1715 IAH
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Wed, Mar 15, 2023

6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00
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705 LBL 4013	850 IAH	40	930 IAH	1115 DDC	30	1145 DDC	1330 IAH	100	1430 IAH	1615 LBL
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Thu, Mar 16, 2023

7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00
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835 LBL 4014	850 DEN	DEN 225	1115 DEN	1330 DDC	30	1400 DDC	1415 DEN	DEN 140	1555 DEN
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Fri, Mar 17, 2023

5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00
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635 LBL 4010	650 DEN	DEN 55	745 DEN	1000 DDC	35	1035 DDC	1050 DEN	40	1130 DEN	1345 LBL	30	1415 LBL	1430 DEN	DEN 110	1540 DEN
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Sat, Mar 18, 2023

9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00
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1050 LBL 4012	1235 IAH	40	1315 IAH	1500 DDC	30	1530 DDC	1715 IAH
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Sun, Mar 19, 2023

7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00
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835 LBL 4016	850 DEN	DEN 225	1115 DEN	1330 DDC	30	1400 DDC	1415 DEN	DEN 140	1555 DEN
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16:00	17:00	18:00	19:00	20:00	21:00	22:00
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1740 IAH	1:45 4018	1825 DDC	30	1955 DDC	2010 DEN	40	2050 DEN	2305 LBI
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16:00	17:00	18:00	19:00
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IAH	1805 IAH	1:45 4020	1950 LBI
50			

16:00	17:00
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4028 LBI	1810
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16:00	17:00	18:00	19:00	20:00	21:00
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1755 DDC	30	1825 DDC	1:45 4040	2010 IAH	40	2050 IAH	1:45 4023	2235 LBI
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16:00	17:00	18:00
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IAH	1810 IAH	1:45 4024	1955 LBI
55			

16:00	17:00
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1810 LBI

DDC Enplanement Numbers

	2022	2021	2020	2019	2018	2017
January	390	164	328	275	191	118
February	422	234	364	237	208	87
March	584	446	297	388	311	150
April	603	584	31	407	256	102
May	678	793	71	421	348	111
June	576	886	147	411	380	139
July	529	1144	245	484	402	136
August	521	861	216	501	372	134
September	450	775	250	444	341	25
October	413	693	239	488	361	0
November	563	762	285	436	342	0
December	540	901	231	538	403	0
Totals	6269	8243	2704	5030	3915	1002

DDC Canceled Flights

	2022	2021	2020	2019	2018	2017
January	6	0	25	6	4	8
February	4	1	13	15	13	5
March	4	5	11	3	7	8
April	0	0	0	1	6	12
May	0	0	5	10	3	16
June	0	2	0	8	2	11
July	0	0	0	2	3	3
August	0	2	0	1	0	6
September	0	1	0	2	2	37
October	0	2	1	5	5	No Flights
November	2	0	0	11	11	No Flights
December	4	5	0	6	8	No Flights
Total	20	18	55	70	64	106

September 15, 2016 PenAir Starts service in Triangle Pattern with Liberal for flight to Denver.

September 15, 2017 PenAir stops all service to Dodge City and Liberal

January 1, 2018 Boutique Air Starts Service to Denver

February 13, 2020 United Express operated by SkyWest starts jet service to Denver

March of 2020 COVID begins shutting everything down

