

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, March 6, 2023

7:00 p.m.

MEETING #5241

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 Josh Smith Cross Connection Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

State Revolving Loan Fund funding of Wastewater Treatment Plant Improvements

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

2023 Youth Art Month Proclamation

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

Employee Recognitions

City Clerk, Connie Marquez- Recognition for Designation of Certified Municipal Clerk (CMC), by the International Institute of Municipal Clerks (IIMC), Inc.

Airport Manager, Eliel Marin- Recognition for achieving US Citizenship

CONSENT CALENDAR

1. Approval of Work Session Meeting Minutes, February 20, 2023.
2. Approval of City Commission Meeting Minutes, February 20, 2023.
3. Appropriation Ordinance No.5, March 6, 2023.

4. Cereal Malt Beverage License:
 - a. Corner Market Store, 609 S. 2nd Avenue.
 - b. Corner Market Store, 2615 E. Trail Street.
 - c. Provecho, LLC., 202 E. Frontview.
5. Approval of Hennessy Hall Space Lease with Arrowhead West Inc.

ORDINANCES & RESOLUTIONS

Ordinance No. 3789: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Property Located Lots 5,6,7,8,10,13 of Youngs Place Addition and Lots 6-A, 6-B, 6-C of Youngs Place Replat, from R-2 Residential Medium Density and C-2 Commercial Highway to C-2 Commercial Highway and R-2 Residential Medium Density. Report by Nathan Littrell, Planning and Zoning Administrator.

Ordinance No. 3790: An Ordinance Authorizing the City of Dodge City, Kansas, to enter Into a Lease Purchase Agreement, the Proceeds of Which Will be Used to Pay the Costs of Purchasing Two (2) Trash Trucks; and to Approve the Execution of Certain Documents in Connection Therewith. Report by Nicole May, Finance Director.

Resolution No. 2023-06: A Resolution Establishing Fees and Rates for Water Utility Services for the City of Dodge City. Report by Nicole May, Finance Director.

Resolution No. 2023-07: A Resolution Establishing Fees and Rates for Sanitary Sewer Service for the City of Dodge City. Report by Nicole May, Finance Director.

Resolution No. 2023-08: A Resolution Establishing Fees and Rates for Solid Waste Collection Service in the City of Dodge City. Report by Nicole May, Finance Director.

Resolution No. 2023-09: A Resolution Establishing Fees and Rates for Storm Water Utility Service for the City of Dodge City. Report Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Homewood Acres Addition Replat. Report by Nathan Littrell, Planning and Zoning Administrator.
2. Approval of Scope of Services for Categorical Exclusion. Report by Director of Public Works, Corey Keller.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



Youth Art Month Mayor Proclamation

WHEREAS, art education contributes powerful educational benefits to all elementary and secondary students including the following:

« Art education develops students' creative problem-solving and critical thinking abilities;

.

« Art education teaches sensitivity to beauty, order, and other expressive qualities;

.

« Art education gives students a deeper understanding of multi-cultural values and beliefs;

.

« Art education reinforces and brings to life what students learn in other subjects;

.

« Art education interrelates student learning in art production, art history, art criticism, and aesthetics, and

.

WHEREAS our national leaders have acknowledged the necessity of including arts experiences in all students' education,

THEREFORE, BE IT RESOLVED that support should be given to art teachers as they attempt to strengthen art education in their schools and communities.

NOW, THEREFORE, it is proclaimed that March be observed as YOUTH ART MONTH.

All citizens are urged to take interest in and give full support to quality school art programs for children and youth.

NOW, THEREFORE, I Michael Burns, Mayor of Dodge City Kansas,

Do hereby proclaim March 2023 as YOUTH ART MONTH.

Michael Burns, Mayor

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, February 20, 2023

6:00 p.m.

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

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CALL TO ORDER

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

WORK SESSION

Ray Slattery, Director of Engineering and Tanner Rutschman, City Engineer spoke on the 2023 scheduled Projects which included the Waste Water Treatment Plant Expansion, Water Reuse/Recharge, Biogas, Downtown Streetscape, Street Sales Tax Project Plan, US50 Highway & Lorretta Avenue Intersection, Trail Street Improvements and other Street Improvement Projects.

Nicole May, Finance Director gave information on the purposed utility rates which will change in April 2023.

Corey Keller, Public Works Director gave an overview of monthly water usage for the City of Dodge City. He also spoke on Traffic Signals.

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, February 20, 2023

7:00 p.m.

MEETING #5240

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CALL TO ORDER

ROLL CALL: Mayor Michael Burns, Commissioners Joseph Nuci, Chuck Taylor, Kent Smoll, Commissioner Rick Sowers joined the meeting at 6:25 pm.

INVOCATION by

PLEDGE OF ALLEGIANCE

PUBLIC MEETING

Mayor Michael Burns opened the Public Hearing on State Revolving Loan Fund, funding of Wastewater Treatment Plant Improvements.

Nicole May, Finance Director stated that the city would be applying for a state revolving loan fund in the amount of \$62,045,000 to finance a portion of the Wastewater Treatment. Plant Improvements. Improvements consist of design, inspection, and construction.

There were no public comments. Mayor Michael Burns closed the public hearing.

APPROVAL OF AGENDA

Commissioner Joseph Nuci moved to approve the agenda as presented. Commissioner Chuck Taylor 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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 6, 2023.
2. Approval of Special City Commission Meeting Minutes, February 10, 2023
3. Appropriation Ordinance No.4, February 20, 2023.
4. Cereal Malt Beverage License:
 - a. Playa Dorada, 307 Military Avenue.

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

ORDINANCES & RESOLUTIONS

Resolution No. 2023-05: A Resolution of the Governing Body of the City of Dodge City, Kansas giving notice of a public hearing on the advisability of Creating a Community Improvement District was approved on a motion by Commissioner Chuck Taylor. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Kent Smoll moved to approve the purchase of four (4) 2023 Dodge Durango's for the Dodge City Police Department from JR Audio in the amount of \$215,616. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 1 with Commissioner Michael Burns voting nay.

OTHER BUSINESS**STAFF REPORTS**

Daniel Cecil, Director of Parks & Facilities gave an update on the Wright Park Re-Do the Zoo reconstruction project. He stated that city employees continue to work on the project. Also, stated that MJE, LLC is partnering with the city to develop a site plan, do earthwork and fencing. They are working on a grant application for the Mariah Fund to cover some of the costs. He said there has been some interest in volunteer groups that would like to help with the process.

ADJOURNMENT

Commissioner Joseph Nuci made a motion to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Daniel Cecil, Parks and Facilities Director
Date: March 6, 2023
Subject: Approval of Hennessy Hall Lease with Arrowhead West, Inc.
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the lease with Arrowhead West, Inc. for meeting room space at Hennessy Hall.

Background: Arrowhead West is a long-time tenant in room 132 on first floor of Hennessy Hall. They have office space in a building adjacent to Hennessy and having this meeting room works well for them since it is in close proximity to their staff.

Justification: Arrowhead West, Inc. is a not-for-profit organization serving children and adults with developmental disabilities and is compatible with other entities currently housed in the building.

Financial Considerations: The annual lease payment will be \$5,520.00 based on the standard \$6 per square foot price charged to nonprofit tenants at this facility and a 920 square foot room. Lease payments are prorated monthly and billed through the city.

Purpose/Mission: This lease agreement is consistent with the City's core purpose of ongoing improvement as it facilitates the chance for staff to educate and train themselves as they provide opportunities to improve the quality of life of their clients.

Legal Considerations: The lease agreement is the standard form used with all Hennessy Hall tenants. The term of this agreement is for three years. This lease agreement was approved by the City Attorney.

Attachments:
Lease agreement
Exhibit of leased space

Hennessey Hall Lease Agreement

This lease agreement (this "Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "LANDLORD") and Arrowhead West, Inc., a Kansas not-for-profit corporation. (the "TENANT").

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and the TENANT agree as follows:

- 1. LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of Hennessey Hall hereby leased to the TENANT is outlined in red, comprising approximately nine hundred twenty (920) square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "Leased Premises".
- 2. TERM:** The term of this Lease shall be for a period of three (3) years commencing April 1, 2023, and terminating March 31, 2026, subject, however, to earlier termination as set forth herein.
- 3. LEASE RENTAL:** During each year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of five thousand, five hundred twenty dollars (\$5,520.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of four hundred sixty dollars (\$460.00), commencing on the first day of April, 2023, for 1st month's rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "Base Rent".
- 4. ADDITIONAL RENT:** It is agreed by the parties that, in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the Leased Premises is exempt from real estate taxes, and the parties anticipate the continued exemption of the Leased Premises during the term of this Lease; provided, however, that in the event Hennessey Hall in which the Leased Premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of this Lease are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the TENANT based on percentage that the

Leased Premises covered by this Lease bears to the total usable space in Hennessey Hall. It is agreed that the Leased Premises covered by this Lease is approximately nine hundred twenty (920) square feet and the total usable space for Hennessey Hall is thirty-eight thousand (38,000) square feet, and that the TENANT'S proportionate percentage of the total building space is two and four-tenths percent (2.4%).

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 2.4%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by 920 square feet and that amount shall then be added to the Base Rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the LANDLORD in monthly installments commencing on April 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to Hennessey Hall for the calendar year 2019.

5. REPAIR AND MAINTENANCE: Throughout the term of this Lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of Hennessey Hall and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. The LANDLORD shall maintain all portions of the area adjoining the Leased Premises including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the Leased Premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the Leased Premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the Leased Premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the Leased Premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

- 6. SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to Hennessey Hall. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7. JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the Leased Premises.

The TENANT will be responsible for providing janitorial services to the Leased Premises.

- 8. TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) for Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the Leased Premises.
- 9. USE:** The TENANT shall use and occupy the Leased Premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the Leased Premises to be used for any other purpose, without the prior written consent of the LANDLORD.
- 10. TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the Leased Premises prior to the execution of this Lease, and hereby accepts said Leased Premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the Leased Premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the Leased Premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

- (a) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of Hennessey Hall which includes the Leased Premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.

- 11. CASUALTY INSURANCE:** The LANDLORD agrees to keep Hennessey Hall insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other assets of the TENANT.
- 12. TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use

of Leased Premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the Leased Premises under the terms and conditions of this Lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

13. DESTRUCTION: In the event the Leased Premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said Leased Premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the Leased Premises is put in complete repair. If the Leased Premises shall, at any time during the life of this Lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this Lease shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the Leased Premises are not substantially damaged or destroyed, this Lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the Leased Premises are untenable.

14. UTILITIES: The LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the Leased Premises.

15. ASSIGNMENT BY TENANT: The TENANT shall not assign this Lease nor sublet or permit the Leased Premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

16. ASSIGNMENT BY LANDLORD: The LANDLORD shall have the right to assign this Lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this Lease, and the same shall be binding on the LANDLORD'S assignee.

17. RULES AND REGULATIONS: The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of Hennessey Hall. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

18. NOTICES: Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 100 Chaffin Road, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Arrowhead West, Inc., 1100 E. Wyatt Earp, Dodge City, KS 67801.

19. BINDER: This Lease shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
MICHAEL BURNS, MAYOR

APPROVED:

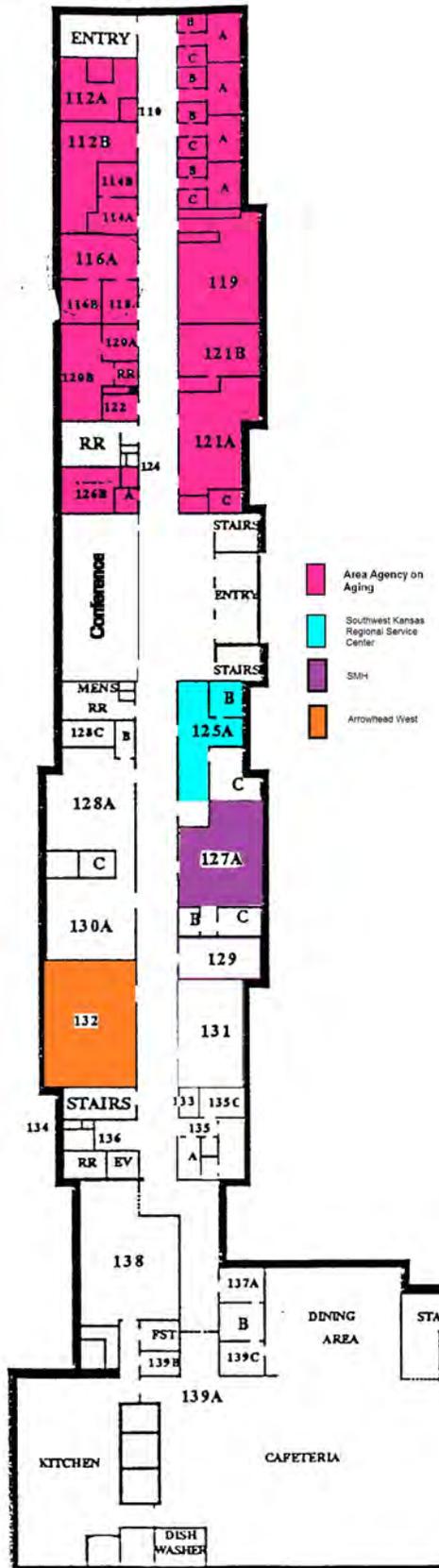
CONNIE MARQUEZ, CITY CLERK

ARROWHEAD WEST, INC

By: _____
MICHAEL STEIN, PRESIDENT

Exhibit A

First Floor





Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nathan Littrell, Planning & Zoning Administrator

Date: February 6, 2023

Subject: Ord. No. 3789

Agenda Item: Ordinances and Resolutions

Purpose: The applicant wishes to rezone this property to R-2 Residential Medium Density and C-2 Commercial Highway to allow for both commercial and residential development. The applicant plans to primarily develop smaller lot, low to moderate income single-family residences on the residential portion of this property. The tentative plan for the proposed C-2 Commercial Highway is for outdoor storage.

Recommendation: It is City Staff's recommendation to approve this ordinance. On February 28, 2023, the Planning Commission reviewed and voted 4-0 to recommend approval of the proposed rezoning. The proposed zoning amendment does not conflict with the City's Comprehensive Plan.

Background: The applicant recently purchased the property from the City. This property is currently mostly vacant, with the exception of an old metal shed at the southern end of the property. There had previously been several residences on this property, most of which were manufactured housing and several in severe disrepair before being removed. There are single-family residences across the street from both Park St. and Cottonwood Ave. The entire property will be replatted at a later date. No site plan for the development has been formally submitted to the City or is available for review at this time. The Community Housing Assessment Team (CHAT) Study, most recently completed in 2022, has shown a substantial community need for this type of housing

City Commission Options:

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

Financial Considerations: None

Legal Considerations: None

Mission/Values: Approving this rezoning ordinance will encourage and support growth and development in our community.

Attachments: Ordinance #3789, Maps

Approved for the Agenda by:

Kevin B Israel

Kevin Israel, Development Services & Inspections Director

ORDINANCE NO. 3789

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY LOCATED LOTS 5, 6, 7, 8, 10, 13, 14 OF YOUNGS PLACE ADDITION AND LOTS 6-A, 6-B, 6-C OF YOUNGS PLACE REPLAT, FROM R-2 RESIDENTIAL MEDIUM DENSITY AND C-2 COMMERCIAL HIGHWAY TO C-2 COMMERCIAL HIGHWAY AND R-2 RESIDENTIAL MEDIUM DENSITY.

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

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

Tracts of land in the Northwest Quarter (NW/4) of Section Thirty-five (35), Township Twenty-six (26) South, Range Twenty five (25) West of the Sixth Principal Meridian, Ford County, Kansas,

Tract 1: C-2 Commercial Highway from R-2 Residential Medium Density

The West 180 feet of Lots 10, 12, 14 and adjacent vacated alley
Youngs Place Addition
Dodge City, Ford County, Kansas

Tract 2: R-2 Residential Medium Density from C-2 Commercial Highway

A portion of Lots 5, 6, 7, 8 of Youngs Place and Lots 6-A, 6-B, 6-C of Youngs Place Replat, Dodge City, Ford County, Kansas, more particularly described as:

Beginning at the Northeast corner of said Lot 5, THENCE go South along the East line of Lot 5 and Lots 6-A, 6-B, and 6-C for 285 feet to the Southeast corner of said Lot 6-C, THENCE West along the south line of said Lot 6-C for 120 feet, THENCE North for 165.25 feet, THENCE West for 150 feet, THENCE North for 120 feet to the North line of said Lot 8, THENCE go East along the North line of said Lots 8, 7, 6 and 5 to the Point of Beginning.

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

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR
SESSION AND APPROVED BY THE MAYOR, THIS SIXTH DAY OF FEBRUARY,
2023.

MICHAEL BURNS, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

Park St.

PARK ST.

**Proposed
R-2**

8 7 6 5

C2

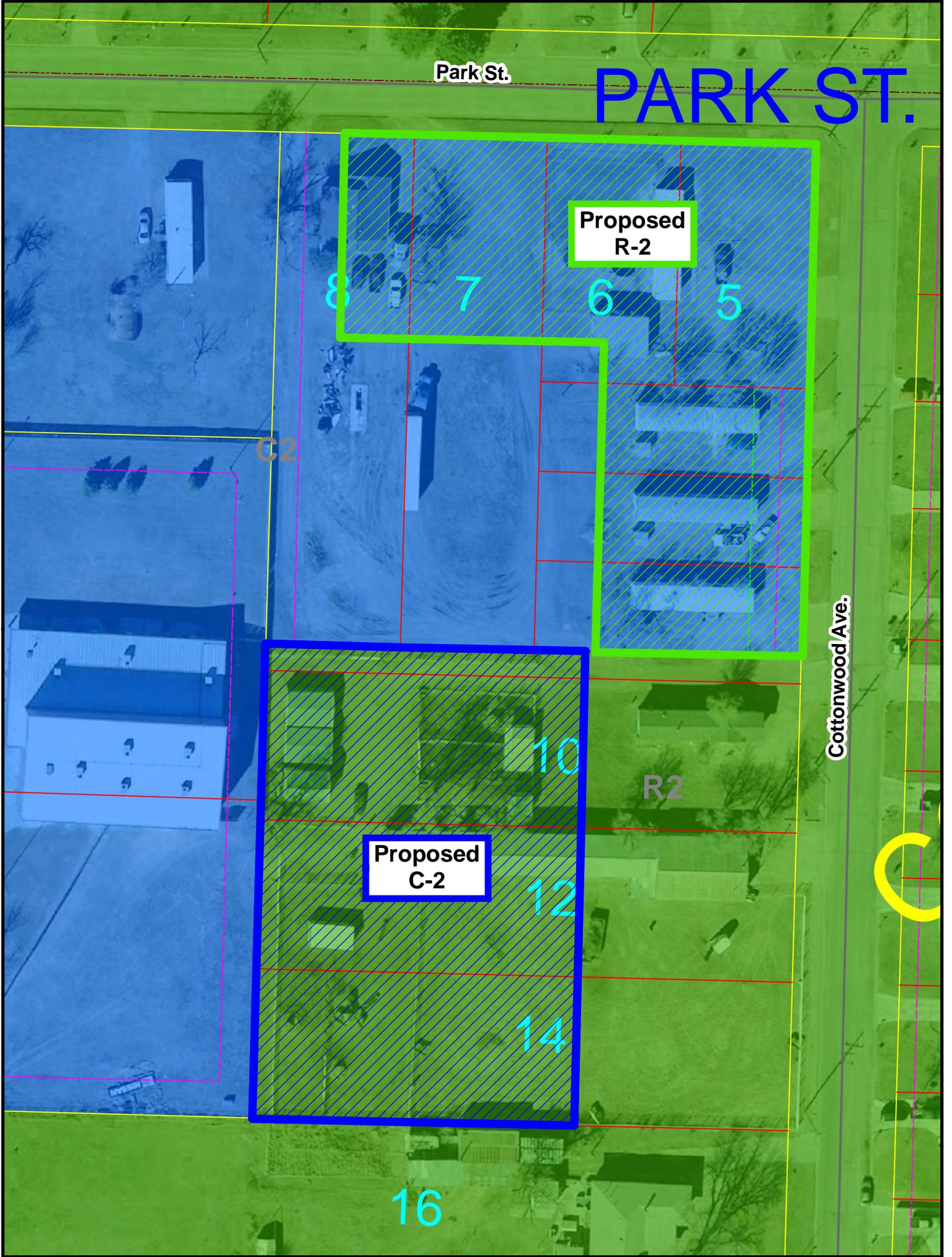
Cottonwood Ave.

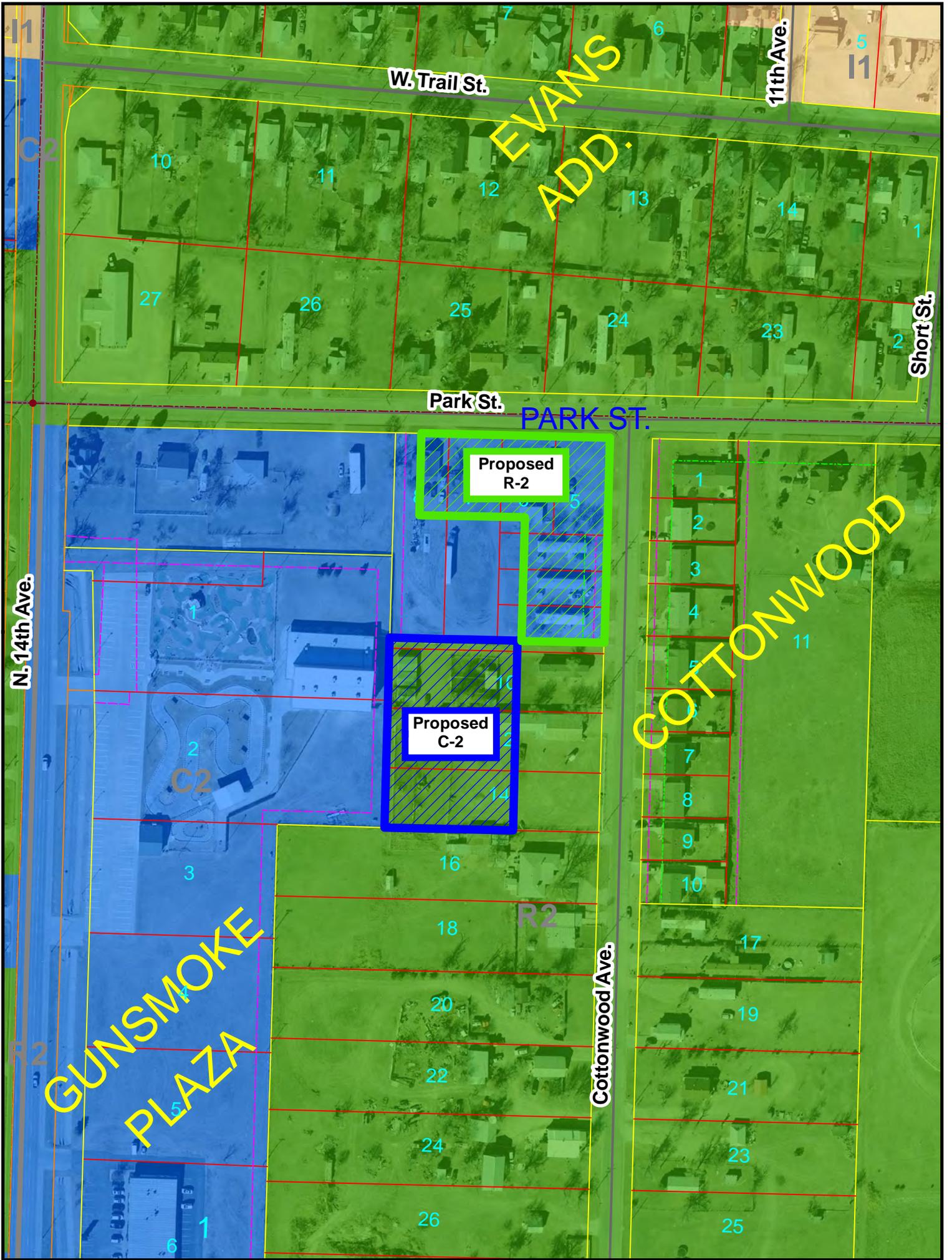
**Proposed
C-2**

10
R2
12
14

16

C





W. Trail St.

11th Ave.

EVANS
ADD.

Short St.

Park St.

PARK ST.

N. 14th Ave.

COTTONWOOD

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

Cottonwood Ave.

11

C2

5
11

10

11

12

13

14

1

27

26

25

24

23

2

Park St.

PARK ST.

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

Cottonwood Ave.

11

C2

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27

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24

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Park St.

PARK ST.

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

Cottonwood Ave.

11

C2

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Park St.

PARK ST.

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

Cottonwood Ave.

11

C2

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Park St.

PARK ST.

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

Cottonwood Ave.

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C2

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Park St.

PARK ST.

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

Cottonwood Ave.

11

C2

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23

2

Park St.

PARK ST.

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

Cottonwood Ave.

11

C2

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23

2

Park St.

PARK ST.

Proposed
R-2

Proposed
C-2

GUNSMOKE
PLAZA

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Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: March 1, 2023
Subject: Ordinance No. 3790
Agenda Item: Ordinances and Resolutions

Purpose: Due to the age and ongoing maintenance expenses, new trash trucks were needed.

Recommendation: I recommend the City Commission approve Ordinance No. 3790 and approve a Lease Purchase Agreement with Astra Bank for the financing of 2 Trash trucks.

Background: The Sanitation Department was in need of new trash trucks. The Sanitation fund does not have the funds on hand to purchase the new trucks, so it was decided to finance the purchase with a lease purchase agreement. Bids were taken for the purchase of the trucks and the bid was awarded to Key Equipment & Supply in the amount of \$548,490 (\$274,245 each). Bids for the lease purchase agreement were taken from local and interested banks. Eight bids were received. The best financing deal was from Astra Bank with a bid of 4.1% for 5 years. The payment will be \$123,767.72 annually and will be made from the Sanitation Fund.

The ordinance authorizes the City to enter into a Lease Purchase Agreement with Astra Bank and authorizes the Mayor and City Clerk to execute any of the necessary documents.

City Commission Options:

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

Financial Considerations: Annual payments of \$123,767.72 to be paid from the Sanitation Fund.

Amount \$: \$123,767.72

Fund: 530 Dept: 43100 Expense Code: 452000

Budgeted Expense Grant Bonds Other

Legal Considerations: All legal considerations have been satisfied by the proposed ordinance.

Mission/Values: On-going improvements to provide for community growth.

Attachments: Ordinance No. 3790 and bid summary

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

ORDINANCE NO. 3790

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS, TO ENTER INTO A LEASE PURCHASE AGREEMENT, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF PURCHASING TWO (2) TRASH TRUCKS; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the statutes of the State of Kansas, particularly K.S.A. 10-1116b, the City of Dodge City is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 et seq. (Kansas Cash Basis Law) shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has a need to purchase two (2) trash trucks for public purposes, but does not have sufficient moneys on hand; and

WHEREAS, in order to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable Lease Purchase Agreement with Astra Bank as lessor, pursuant to which the City will lease the trash trucks on a year-to-year basis from the Lessor with an option to purchase the Lessor's interest in the equipment.

The Lease is referred to together herein as the "City Documents"

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

Section 1. Authorization and Approval of City Documents.

- (a) The City Documents are hereby approved in substantially the forms submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Mayor, the Mayor's execution of the City Documents to be conclusive evidence of such approval.

- (b) The obligation of the City to pay Basic Rent Payment (as defined in the Lease) under the Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.
- (c) The Mayor and City Clerk are hereby authorized and directed to execute and deliver the City Documents on behalf of the City.

Section 2. Further Authority. The City shall, and the official and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

ADOPTED by the Governing Body and signed by the Mayor of the City of Dodge City, Kansas this 6th day of March, 2023.

Mayor

ATTEST:

City Clerk

Summary of Bids for Lease Purchase of Trash trucks

<u>Bank</u>	<u>Interest Rate</u>	<u>Annual Payment</u>	<u>Total Interest Paid Over Term</u>
Astra Bank	4.100%	123,767.72	70,338.60
Municipal Leasing Consultants	4.369%	124,608.82	74,544.10
Clayton Holdings - Commerce Bank	4.435%	121,258.99	75,087.45
Centera Bank	4.500%	124,948.15	76,240.76
US Bancorp	4.700%	125,640.88	79,704.39
Republic First National Corporation	4.990%	126,668.66	84,843.30
Western State Bank	5.249%	127,562.95	89,314.75
KS State Bank	5.330%	127,847.57	90,737.85

** I recorded what was given to me, did not change or check any figures



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: March 1, 2023
Subject: Utility Rates
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of: Resolution No. 2023-06, setting fees for the water utility; Resolution No. 2023-07, setting fees for the sanitary sewer services; Resolution No. 2023-08, setting fees for solid waste collection; and Resolution No. 2023-09, setting fees for the storm water utility service for the City of Dodge City.

Background: In March of 1992, the City Commission adopted Ordinance No. 2997 that sets forth an annual review of utility rates. Rates for utility service are set by the City Commission through adoption of the appropriate ordinance. City Code requires the commission to review rates annually to ensure adequate income is received to cover operational maintenance, capital and debt requirements. At a minimum, the rates for each utility shall be adjusted by the amount of increase in the Consumer Price Index for all Urban Consumers (CPI-U). The CPI-U is tabulated by the Bureau of Labor Statistics. Information obtained indicates that the 5 year average for the CPI-U for water, sewer, and trash collection services for the year 2022 was 3.59%. From this figure, the City of Dodge City will base their increase for water, wastewater, solid waste services and stormwater for 2023. All rates and base fees will be increased by 3.59%. Both the Resolution establishing rates for water and the Resolution establishing rates for sanitary sewer include a section that allows the City to charge one and one half the rate for service outside the city limits. To date, the City has not charged the one and one half rate for services outside the city limits.

All fees including Industrial fees have been increased for the sanitary sewer fund. This will include the negotiated rates charged to National Beef, Nor-Am and Mid-America Washout.

Justification: The fee increases are part of an annual review of the fees to ensure adequate income is received to cover the costs of operation, capital and debt.

Financial Considerations: As the operational costs increase, the fees will keep pace to cover the costs of operations, debt payments and capital costs. We continue to make sure the wastewater revenues are adequate to cover future bond payments.

Purpose/Mission: Allowing continued and on-going improvements to the City's utility infrastructure.

Legal Considerations: None

Attachments: Resolutions

RESOLUTION NO. 2023-06

A RESOLUTION ESTABLISHING FEES AND RATES FOR WATER UTILITY SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide water utility service to its citizens; and

WHEREAS, it is necessary for each and every resident using the water utility of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

WHEREAS, Chapter 15, Article I, Section 123 requires the rates for water usage by all residents of the City to be set annually by Commission Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2022-09; adopted on the 21st day of March, 2022, is hereby repealed.

Section 3: RATES ESTABLISHED:

A. Fees for residents within the corporate limits of the City of Dodge City:

New Service Connection Fee	\$26.00
New service connection fee	\$52.00
After normal business hours, Saturdays, Sundays and Holidays	
Monthly Base Fee	\$ 9.84
Cost per thousand Gallons water	\$ 2.64
Kansas Water Protection fee	
Per thousand gallons water	\$.032
Sales Tax for Commercial Accounts	
No Sales Tax on Residential Service	

B. Fees for the residents within the service area of the City of Wright shall be the same as those listed above, plus any additional fees that were established when the City of Wright was originally provided with water service through the City of Dodge City's Water Utility.

- C. Fees will be one and one half times outside the corporate limits of Dodge City or the area serviced by the Wright Improvement District.

Section 4: LATE FEE: All bills for utility services furnished by the City are payable as specified under Chapter 15, Article I, Section 124. Failure to pay the total utility bill on the required date will result in a charge equal to 10% of the bill.

Section 5: DELINQUENCY FEE: a delinquency fee of \$40.00 will be charged to the past due account if not paid by the reminder due date

Section 6: RESTORATION OF SERVICE AFTER DISCONTINUANCE: Should the utility services be discontinued for being delinquent as outlined in Chapter 15, Article 1, Section 127, service shall be restored upon the payment of all rates, charges, penalties, and delinquency fees due. An additional charge for restoring service on Saturdays, Sundays and holidays is \$15.00.

Section 7: A fee of \$25.00 shall be charged to shut off water service for repair.

Section 8. New utility service applications will be required to provide a current signed and dated lease agreement prior to utility service being granted. The lease agreement will have the current lessee's name that is applying for utility service plus the landlord's name, address and phone number. The lease agreement shall be signed by both parties with current dates. Copies of the lease agreement will be required. If the applicant is delinquent for prior utility services, all delinquent accounts shall be paid and current before utility services is granted.

Section 9. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2023 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, this 6th day of March, 2023.

Mayor

ATTEST:

Connie Marquez, City Clerk

RESOLUTION NO. 2023-07

A RESOLUTION ESTABLISHING FEES AND RATES FOR SANITARY SEWER SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide wastewater collection and treatment service to its citizens; and

WHEREAS, such wastewater collection and treatment services includes residential, commercial, and industrial users; and

WHEREAS, Federal Regulations require that all users pay a fair and equitable share of the collection of wastewater and for the costs of treatment plant construction, operation and maintenance, and replacement costs.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Sewer Service in Dodge City.

Section 1: REPEAL: Resolution 2022-10 adopted on the 21st day of March, 2022 is hereby repealed.

Section 2: SEWER USE FEES:

Sewer user fees pay for the cost of collection and treatment of wastewater, for operation and maintenance of the wastewater collection and treatment system and for the cost of replacement of components of the system shall be established, as set forth herein below:

2.1 Residential Customers

Monthly Service charge	\$19.78
Monthly volume charge per 1,000 gallons	\$2.67

2.2 Mobile Home Parks served by master meter (s)

Monthly service charge	\$19.78
Master meter monthly accumulative reading, Q, multiplied by \$2.67 per 1,000 gallons	A= (Q) (2.67) (1000)
Total Bill =	T= \$19.78 + A

2.3 Commercial Customers with wastewater having strengths not exceeding 300 mg/1 of five day biological oxygen demand (BOD) or 700 mg/1 of total dissolved solids (TDS) per day:

Monthly service charge	\$19.78
Monthly volume charge per 1,000 gallons	\$2.67

2.4 Industrial Customers and Commercial Customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove but not using the City sewer system:

Monthly service charge	\$19.78
Monthly volume charge per 1,000 gallons	\$2.67
Monthly 5 day BOD charge per lb.	\$0.1391
Monthly TDS charge, per lb.	\$0.0857

2.5 Industrial Customers and Commercial customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove and who use the City sewer system shall pay both a monthly service charge, and a monthly volume and strength charge as specified:

Monthly service charge	\$19.78
Monthly volume charge	\$2.67
Monthly 5 day BOD charge per lb.	\$0.1391
Monthly TDS charge, per lb.	\$0.0857

The calculation of the strength charges for BOD and TDS shall be made as follows:

$$SBOD = V_s \times 8.34 \times CBOD \times BOD$$

$$STDS = V_s \times 8.34 \times CTDS \times TDS$$

$$ST = SBOD + STDS$$

Where:

SBOD shall be the strength charge attributable to 5 day biochemical demand

STDS shall be the strength charge attributable to the Total Dissolved Solids

V_s shall be the wastewater volume in million gallons

8.34 shall be the weight of water, pounds per gallon

CBOD shall be the unit charge for 5 day Biochemical Oxygen Demand in dollars per pound

CTDS shall be the unit charge for Total Dissolved Solids in dollars per pound

BOD shall mean five day BOD in mg/l

TDS shall mean Total Dissolved Solids in mg/l

- 2.6 National Beef, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,490.36 per million gallons
BOD ₅ > 2,889,866 lbs. per month	\$0.0384 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0384 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0384 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0384 per pound above parameter

- 2.7 Mid-America Washout, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater than may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 50,000 gallons of wastewater.

Volume charge if flow <= 1.5 million gallons per month	\$1,939.45 per million gallons
Volume charge if flow >1.5 million gallons per month	\$2,909.18 per million gallons
BOD > 25,020 lbs. per month	\$ 0.0688 per pound above parameter
TSS > 20,016 lbs. per month	\$ 0.0688 per pound above parameter
TDS > 13,448 lbs. per month	\$ 0.0688 per pound above parameter

- 2.8 Nor-Am Logistics South, LLC, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,490.36 per million gallons
BOD ₅ > 2,889,866 lbs. per month	\$0.0384 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0384 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0384 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0384 per pound above parameter

- 2.9 Fees will be one and one half times outside the corporate limits of Dodge City.

3.0 OTHER TYPES OF CONTRIBUTORS

Any person desiring to use the wastewater treatment system by transporting liquid matter to said system by a means other than through the sewer system may do so if the quantity, quality, type, and character of the liquid waste to be deposited in the system is of a type permitted under the

laws of the City, and consists solely of organic or biodegradable waste from septic tanks and cesspools.

Such fees shall be based on two factors, a flat fee designed to pay for testing and the cost of administration and billing and a volume charge.

To simplify the administration and accounting for the material dumped, the volume charge will be based on the total volume of the tank used, rather than a measurement of the actual volume of material in the tank. The OMI staff has the right to measure any tank to determine the volume if there is any question about the reported volume.

The septage disposal fee shall be as follows:

Flat fee for administration and testing	\$43.92
Volume charge	\$ 0.1881 per gallon

4.0 EXTRA MONITORING FOR HIGH STRENGTH WASTES

When regulations require monitoring of wastewater from any user, whether for extra strength or for high discharges, that user shall pay a monitoring charge consisting of all costs for personnel, materials and equipment necessary to collect and analyze samples of the wastewater and shall also pay an additional administrative charge of 10% of the cost of collection and analysis.

5.0 EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2023 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 6th day of March, 2023.

Mayor

ATTEST:

Connie Marquez, City Clerk

RESOLUTION NO. 2023-08

A RESOLUTION ESTABLISHING FEES AND RATES FOR SOLID WASTE COLLECTION SERVICE IN THE CITY OF DODGE CITY

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Solid Waste Collection service to its citizens; and

WHEREAS, such Solid Waste Collection services includes both scheduled and non-scheduled garbage, refuse and trash pickup and disposal, and;

WHEREAS, because of current Ford County Landfill regulations, yard waste must be separated from municipal solid waste, now requiring the City to make separate collections, and;

WHEREAS, it is necessary for each and every citizen of the City of Dodge City to pay a fair and equitable share of the cost of this Solid Waste Collection Service.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas:

Section 1: REPEAL: Resolution 2022-11; adopted on the 21st day of March, 2022, is hereby repealed.

Section 2: SERVICE TO DWELLINGS:

2.1 Dwellings shall include all single family residences, duplexes, or two family dwellings. Fees for dwellings shall be \$20.47 per month per dwelling.

2.2 Multiple family dwellings shall be all residential buildings, except hotels or motels, having three (3) or more separate living units. Fees for multiple family dwellings shall be \$20.47 for the first dwelling unit and \$13.81 for each additional dwelling unit.

2.3 Special fees. In addition to the base rates provided herein above, special fees shall be charged in those cases where the Sanitation Department personnel shall be required to collect such items as refrigerators, stoves, furniture, etc., and large accumulations of trash or metal. In addition, trash placed by either the poly-kart or dumpster will also be subject to an additional charge.

2.4 Commercial rate. The commercial rate will apply to landlords, contractors, or any other type of business that would require pick up of large accumulations of trash

Special fees for some items are as follows:

ITEM	FEE
Refrigerators	\$5.00 plus any fee for disposal of compressor or refrigerant
Freezers	\$5.00 plus any fee for disposal of compressor or refrigerant
Air Conditioners	\$5.00 plus any fee for disposal of compressor or refrigerant
Stoves, dishwashers or other white goods	\$5.00 per item
Metal goods	\$5.00 per item
Furniture, mattresses, carpet, or other large household items	\$5.00 per item
Bagged or loose trash not in poly-kart or dumpster	\$2.50 per bag
Should there be more than three (3) items placed at curb for special pickup, these items will be considered as a bulky accumulation and subject to that charge.	
Trees and other large brush accumulations and other bulky large accumulations	Minimum of \$25.00 per load plus \$12.50 per hour plus landfill charges
Tree piles and other bulky items picked up by hand. (Alley Cleanup or Curbside)	Minimum \$12.50 up to 30 minutes additional \$25.00 for over 30 minutes. Landfill fees could also apply in some situations.
Late Pickup	A \$5.00 charge for pickup of items and karts not placed at the curb on the scheduled pick up day.
Roll Off Containers (residential use)	\$50.00 set fee plus landfill charges. Maximum use time five working days from set date. Set fees and landfill fees apply to every time the container is dumped.
Commercial Rates as follows:	
Roll Off Containers (commercial use)	\$100.00 set fee plus landfill charges Maximum use time five working days from set date. Set fees and landfill fees apply to every time the container is dumped.
Large accumulations of brush, loose or bagged household trash, and other bulky large accumulations	\$40.00 per load plus \$25.00 per hour plus landfill fees
Special Cleanup Fee	\$100.00 per hour equipment fee plus \$25.00 per hour staff fee plus landfill charges and any other costs associated to the cleanup

Section 3. SERVICE TO HOME OCCUPATIONS

Home occupations and similar activities, but not including child care facilities shall pay \$20.47 per month fee for the residence and shall also pay an additional \$20.47 per month fee for service to the home occupation.

Section 4. SPECIAL CONDITIONS

Any special conditions not included in the above rate schedule shall be determined by the Director of Public Works, subject to the approval of the Governing Body.

Section 5. DOWNTOWN SANITATION DISTRICT #1

Downtown Sanitation District #1 is defined as all commercial and or residential dwellings between the streets of 3rd Ave and Central Ave between Wyatt Earp Blvd. and Vine Streets. Any occupant of a commercial or residential dwelling that cannot provide proof of Solid Waste Collection services by any sanitation service provider whether commercial or residential shall be placed on the City of Dodge City Solid Waste Collection services. The occupant shall pay \$20.47 per month per dwelling.

Section 6. YARD WASTE

As the Ford County Landfill requires that all yard wastes be separated from solid waste and that all yard wastes cannot be bagged, the City of Dodge City requires all residents desiring to have their yard waste disposed of by the City shall rent a container, provided by the City, for a cost of \$3.21 per month. Residents may dispose of yard waste by bagging the waste. Bags may not weigh more than 40 lbs. when full. Crews will pick up the bags for \$1.00 per bag.

Section 7. RECYCLING FEE

A fee of \$2.77 per month will be charged to all utility customers, business and residential, for recycling and the handling and disposing of household hazardous wastes.

Section 8. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2023 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 6th day of March, 2023.

Mayor

ATTEST:

Connie Marquez, City Clerk

RESOLUTION NO. 2023-09

**A RESOLUTION ESTABLISHING FEES AND RATES FOR STORM WATER
UTILITY SERVICE FOR THE CITY OF DODGE CITY.**

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Storm Water Utility Service to its citizens; and

WHEREAS, it is necessary for each and every resident of the City of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Storm Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2022-12; adopted on the 21st day of March, 2022, is hereby repealed.

Section 2: RATES ESTABLISHED:

All properties are assessed \$1.50 per Drainage Unit per month. A Drainage Unit Has been established by Charter Ordinance No. 33.

Section 3: EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2023 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS this the 6th day of March, 2023.

Mayor

ATTEST:

Connie Marquez, City Clerk

2022 Utility Rates versus 2023 Utility Rates

	<u>2022</u>	<u>2023</u>	<u>Change</u>
<u>Water:</u>			
Base Fee	\$9.50	\$9.84	\$0.34
Per 1000 gallon charge	\$2.55	\$2.64	\$0.09
<u>Sewer:</u>			
Base Fee	\$19.09	\$19.78	\$0.69
Per 1000 gallon charge (Residential, Commercial and Industrial)	\$2.58	\$2.67	\$0.09
<u>Industrial and Commercial exceeding BOD & TDS limits</u>			
Monthly 5 day BOD charge per lb.	\$0.1343	\$0.1391	\$0.0048
Monthly TDS charge, per lb.	\$0.0827	\$0.0857	\$0.0030
<u>Septage Disposal Fee</u>			
Flat fee for the administration and testing	\$42.40	\$43.92	\$1.52
Volume charge, per gallon	\$0.1816	\$0.1881	\$0.0065
<u>National Beef and Nor-Am</u>			
Volume charge regardless of flow per month per million gallons	\$1,438.71	\$1,490.36	\$51.65
BOD5 > 2,889,866 lbs per month - per pound above parameter	0.0371168	0.038449293	0.0013325
TSS > 2,281,046 lbs per month - per pound above parameter	0.0371168	0.038449293	0.0013325
TDS > 1,521,238 lbs per month - per pound above parameter	0.0371168	0.038449293	0.0013325
O&G > 1,155,946 lbs. per month - per pound above parameter	0.0371168	0.038449293	0.0013325
<u>Mid-America Washout</u>			
Volume charge if flow <= 1.5 mil gallons per month - per mil gal.	\$1,872.24	\$1,939.45	\$67.21
Volume charge if flow > 1.5 mil gallons per month - per mil gal.	\$2,808.36	\$2,909.18	\$100.82
BOD > 25,202 lbs. per month - per pound above parameter	0.0664	0.0688	0.0024
TSS > 20,016 lbs. per month - per pound above parameter	0.0664	0.0688	0.0024
TDS > 13,448 lbs. per month - per pound above parameter	0.0664	0.0688	0.0024
<u>Solid Waste:</u>			
Refuse Pickup	\$19.76	\$20.47	\$0.71
Recycling Fee	\$2.67	\$2.77	\$0.10
Additional Unit	\$13.33	\$13.81	\$0.48
Grass Cart	\$3.10	\$3.21	\$0.11
<u>Drainage</u>			
Per Unit Fee	\$1.45	\$1.50	\$0.05
<u>All other fees Remain the same</u>			
Amount of water used: 3200	\$ 77.25	\$ 80.00	\$2.75
'3800 lower sewer avg.	\$ 73.29	\$ 75.91	\$2.62
'4100	\$ 83.27	\$ 86.24	\$2.97
'5000	\$ 81.81	\$ 84.73	\$2.92
'5300	\$ 87.40	\$ 90.51	\$3.11
'6000	\$ 86.63	\$ 89.71	\$3.08



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: February 6, 2023
Subject: Homewood Acres Addition
Agenda Item: New Business

Purpose: The applicant wishes to replat this property zoned R-2 Residential Medium Density to allow for the lots to be reconfigured and better allow for residential development.

Recommendation: It is City Staff's recommendation to approve this plat. On February 28, 2023, the Planning Commission reviewed and voted 4-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: This property had previously been platted as part of the Westlawn Addition. The property is currently vacant. Reconfiguring these lots will make them easier to develop. There are currently 3 50' x 130' lots on the east portion off of 14th Ave. The new plat would reduce the number of lots here to two, but increasing the width of each to 75', making it easier to fit a house onto each. The two lots on the western portion are currently irregularly shaped. The proposed plat would square them off, making them each 75' x 200'. This plat meets the City's zoning and subdivision regulations.

City Commission Options:

1. Approve
2. Disapprove
3. Disapprove with recommended revisions
4. Table for further discussion

Financial Considerations: None

Legal Considerations: None

Mission/Values: Approving this rezoning ordinance will encourage and support growth and development in our community.

Attachments: Plat Application, Map, Plat

Approved for the Agenda by:

A handwritten signature in cursive script, appearing to read "Kevin Israel".

Kevin Israel, Development Services & Inspections Director



Case No. 22-15
Date Filed 11/14/22

Application for Plat Approval

Name of Subdivision HOMEWOOD ACRES ADDITION
General Location 14th Avenue at Homewood Street

Name of Property Owner JOSE GARCIA Phone 620-255-6502
Address _____

Name of Agent _____ Phone _____
Address _____

Name of Surveyor Ben Rumbaugh Phone 620-385-0547
Address Spearville

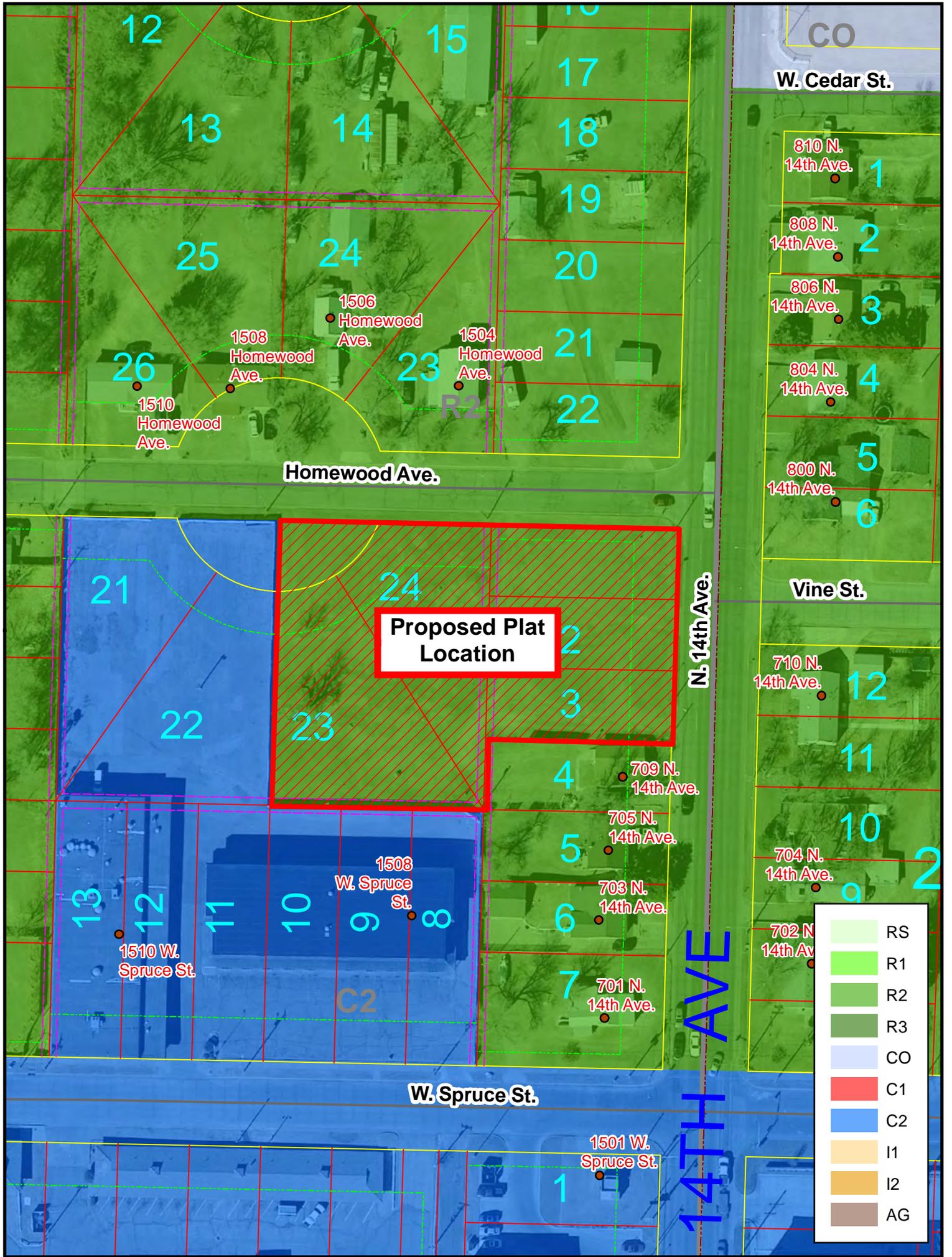
Subdivision Information:

- A. Gross Acreage of Plat 1.14 (Ac.)
- B. Number of Lots:
 - 1. Residential 2
 - 2. Commercial 2
 - 3. Industrial -
 - 4. Other -
- C. Minimum Lot Frontage 75 feet
- D. Minimum Lot Area 9768 sq. ft.
- E. Existing Zoning R2
- F. Proposed Zoning R3 and Commercial
- G. Public Water Supply Yes X No _____
- H. Public Sanitary Sewers Yes X No _____

Office Use Only:

Received in the office of the Zoning Administrator on Dec. 9, 20 22,
together with the appropriate fee of \$ 5000

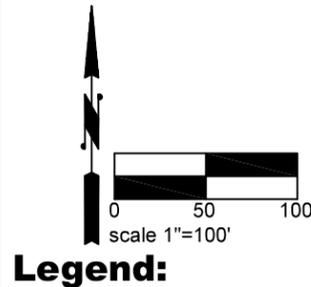
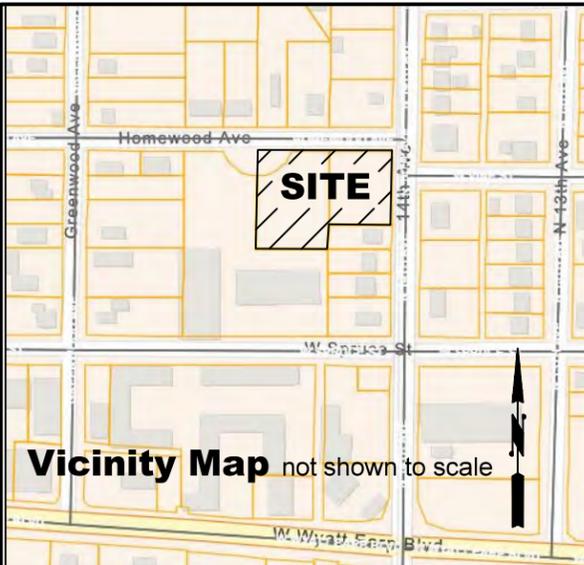
Nathan L. Hall Planning & Zoning Admin.
Name and Title



**Proposed Plat
Location**

	RS
	R1
	R2
	R3
	CO
	C1
	C2
	I1
	I2
	AG

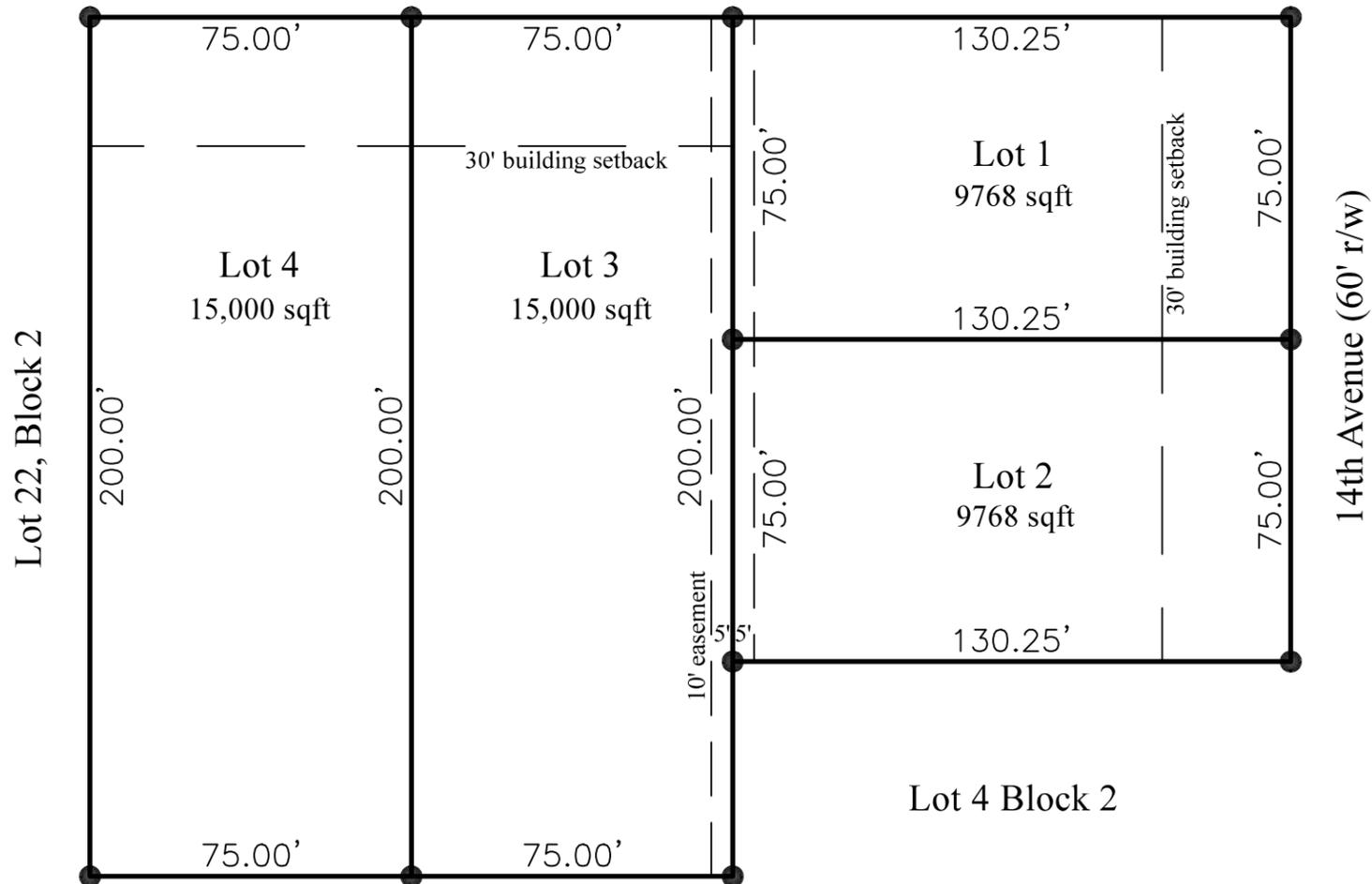
Final Plat
Homewood Acres Addition
 a REPLAT of Lots 1-3 and 23-24 of Block 2,
 Westlawn Addition to Dodge City,
 Dodge City, Ford County, Kansas



Legend:
 ● - set 1/2"x24" rebar with plastic cap PS1601

- NOTES:
 1) Some easements, utilities and improvements have not been shown by agreement with the client.
 2) This map does not certify as to ownership.
 3) The origin of found monuments is unknown, unless noted.
 4) Bearings are based on an assumed bearing of N89°32'00"W along the north line of Section 25 as shown.

Homewood Street (50' r/w)



OWNER CONSENTS AND DEDICATIONS:
 KNOW ALL MEN BY THESE PRESENTS: that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We hereby consent to the making and recording of said plat.

IN WITNESS WHEREOF this dedication is executed
 this ____ day of _____, 2022.

By: _____
 Jose A. Garcia

By: _____
 Lourdes Garcia

NOTARY ACKNOWLEDGEMENT

State of _____)
 County of _____) ss
 This dedication was acknowledged before me, the undersigned notary public, by Jose and Lourdes Garcia,

this ____ day of _____, 2023.

 Notary Public

My commission expires: _____

FORD COUNTY REVIEW SURVEYOR

I, Edward W Elam, hereby certify that this survey plat was reviewed by me and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Surveys.

SURVEYOR

I, Benjamin A. Rumbaugh, do hereby certify that I am a Professional Land Surveyor in the State of Kansas and that the property described hereon was surveyed under my supervision on November 6, 2022, and all of the monuments shown exist and their positions are correct to the best of my knowledge.

REGISTER of DEEDS CERTIFICATE:
 STATE OF KANSAS)
 COUNTY OF FORD)

This is to certify that this instrument was filed for record in the office of the Ford County Register of Deeds on this

_____ day of _____, 2023 at

_____ o'clock __M in

Cabinet/Slide # _____, Doc ID # _____

and is duly recorded.

 Brenda Pogue, Ford County Register of Deeds

Fee total \$ _____

TRANSFER RECORD CERTIFICATE:

This is to certify that this instrument was entered into the Transfer Record on this

_____ day of _____, 2023.

 Debbie Cox, Ford County Clerk

DODGE CITY PLANNING COMMISSION

State of Kansas)
 County of Ford)

This plat has been submitted to and is hereby approved by the Dodge City Planning Commission this

_____ day of _____, 2023.

 Tom Taylor, Chairman

 Nathan Littrell, Secretary

THE CITY OF DODGE CITY, KANSAS

State of Kansas)
 County of Ford)

All Easements described on this Plat are hereby accepted by the Governing Body of the City of Dodge City, Kansas, and are hereby dedicated this

_____ day of _____, 2023.

 E Kent Smoll, Mayor

 Attest: Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: March 1, 2023
Subject: Approve the Scope of Services for Categorical Exclusion
Agenda Item: New Business

Purpose: This scope of services will provide a Categorical Exclusion (CATEX) in support of Federal Aviation Administration (FAA) requirements for the remodel of the terminal building which will include the demolition of approximately 2,832 square feet of the basement and main level located on the south portion of the building. This service is based on the discovery of the Section 106 coordination conducted earlier this year by Burns and McDonnell.

Recommendation: Approve the Contract and Scope of Services for Categorical Exclusion from Burns and McDonnell in the amount of \$49,275.89.

Background: In March of 2022 the Commission approved a scope of services to have Burns and McDonnell perform the spatial analysis and section 106 evaluation to make this project eligible for FAA funding. Based on the information discovered in the section 106 evaluation it was determined that only a partial environment study would need to be conducted. The CATEX will assess the potential direct or indirect effects of the project needed to perform the terminal remodel and construction. This is a requirement of FAA when using federal funds for these types of projects.

City Commission Options:

1. Approve the scope of services with Burns and McDonnell in the amount not to exceed \$49,275.89.
2. Disapprove the scope of services agreement and delay the design phase.
3. Table for further discussion

Financial Considerations:

Amount \$: 49,275.89

FAA Funding 95%	\$46,812.10
Local City Funding 05%	\$ 2,463.79
	\$49,275.89

Fund: Airport Terminal Fund 46031100-442002

Budgeted Expense Grant Bonds Other -

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

- \$303,670 for the original terminal remodel fee (with Amendment No. 1) -
- \$35,949.58 for the Section 106 Evaluation
- \$178,238.18 for the Terminal Project Formulation
- \$28,015.00 05% Match for the terminal Design
- \$2,463.79 05% Match for CATEX
- **Total = \$548,336.55**

It is expected that the city will spend an additional \$334,521.021 which will bring the total to \$882,857.76 for this project. The original budgeted amount for this project was 1.4 million which included the remodel construction and addition.

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

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

Attachments: Contract & Scope of Services

Approved for the Agenda by:



Corey Keller, Public Works Director

AUTHORIZATION NO. 5
FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
FOR
CATEGORICAL EXCLUSION AND SUPPORTING SERVICES
FOR EXISTING TERMINAL BUILDING RENNOVATIONS
AT THE DODGE CITY REGIONAL AIRPORT

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated November 18, 2021, by and between THE CITY OF DODGE CITY, KANSAS (SPONSOR) and BURNS & McDONNELL ENGINEERING COMPANY, INC. (CONSULTANT), the following Scope of Services are presented for the following improvement project “**CATEGORICAL EXCLUSION**” for an expansion and remodel of the existing passenger terminal at the Dodge City Regional Airport (DDC), authorization is hereby given and mutually agreed upon:

The SPONSOR wishes to prepare a CATEGORICAL EXCLUSION (CATEX) in support of Federal Aviation Administration (FAA) requirements for remodeling the existing approximately 11,722 square-foot terminal building (basements, main levels, and second level), including the demolition of approximately 2,832 square feet (basement and main level) and the construction of a 5,640 square-foot single-story addition. This proposed project also includes improvements and modifications to existing aircraft movement and parking areas.

The preparation of this CATEX will assess the potential direct and indirect effects of the proposed undertaking on property owned by the SPONSOR, including:

- Remodel approximately 6,297 square feet of the interior of the existing terminal building to remain.
- Construction of a 5,640 square-foot single-story addition.
- Upgrade and/or replace existing mechanical HVAC and install new fire protection.
- Upgrade and/or existing lighting, communications, flooring, ceiling, and walls, and install new fire alarms and detection.
- Replace existing terminal windows and awning.
- Demo exterior sidewalk, fencing, and concrete apron panels on the airside.
- Construct new sidewalks, ramps (as required), fencing, and concrete apron panels.
- Adjust the commercial aircraft parking position at the terminal and remove adjacent general aviation tie-downs.

The SPONSOR has agreed to employ the CONSULTANT to perform the environmental services required for the completion of a CATEX. In consideration of this, the parties agree as follows:

ARTICLE I SCOPE OF SERVICES

The CONSULTANT, in consideration of the payment as hereinafter specified on the part of the SPONSOR, agrees to perform the planning services, (Tasks) as follows.

1. Project Management and Coordination

The CONSULTANT will perform:

Project Management and Invoicing – project communications (including monthly status conference calls), project management, and project invoicing. FAA quarterly performance reporting forms will be submitted to the FAA and SPONSOR for all quarters throughout the duration of this project.

- a) FAA Coordination - The FAA ARP SOP No 5.1 Documented CATEX Checklist (effective date June 2, 2017) will be completed along with appropriate supporting documentation.

2. Project Description and Need and Purpose

The CONSULTANT will:

- a) Clearly identify the need for the proposed action (expansion and remodel of the passenger terminal and associated improvements), the purpose of the proposed action(s), and the proposed time frame(s) for the proposed action(s) as described by the SPONSOR, as applicable.
- b) Coordinate with the SPONSOR for the collection and review of documentation and other relevant information supporting the need for the project, including project formulation, passenger and activity forecasts, and proposed development alternative (proposed action).
- c) Determine the appropriate paragraphs from FAA Order 1050.1F (paragraphs 5-6.1 through 5-6.6 - anticipate applying “5-6.4.h”) or from 5050.4B (Tables 6-1 and 6-2) that apply to the proposed action, and, describe any differences from those actions that may apply to this proposed action.

3. Categorical Exclusion

The CONSULTANT will:

- a) Use FAA Order 1050.1F, 5050.4B, and the Environmental Desk Reference to determine the information to be included in the checklist. Background information will be collected through desktop analysis and coordination with the SPONSOR and appropriate local, state, and Federal agencies.
 - 1) Agency Scoping - Develop and send letters to appropriate local, state, and Federal agencies soliciting information applicable to the proposed action required as part of the NEPA process as well as any additional findings under other Federal laws that would pertain to the proposed undertaking. Agencies will be provided a 30-day

period from the date they receive the letter to respond. An Agency Scoping Summary will be developed and provided to the FAA and the SPONSOR and attached to the CATEX.

- 2) Tribal Coordination — Support FAA coordination with Federally recognized tribes, as appropriate (initiated as part of the Scope of Work for the Section 106 evaluation of the existing terminal).
- 3) Database Search and Review — Conduct EDR Database Search for the terminal area and review other online databases to indicate those resources present and absent from the project area. No field studies or noise modeling is anticipated.
- 4) CATEX Checklist Completion — Complete the CATEX Checklist and provide all supporting documentation to the SPONSOR and FAA for review and approval. This task included one round of review and comment by the SPONSOR, and one round of review and comment by FAA.

4. Section 106 Coordination

The CONSULTANT will:

- a) Reference the previous architectural evaluation and assessment of effects to the existing terminal and related facilities and concurrence by the Kansas State Historical Society (KSHS) issued January 20, 2023, that the proposed action would result in “no adverse effect” to the existing terminal, part of a National Register of Historic Places (NRHP) - eligible historic district. The terminal was determined not individually NRHP-eligible.
- b) Provide archaeological potential review memo for inclusion in the CATEX. No field surveys are required.
- c) Support ongoing consultation with the Osage Nation for FAA’s development of a Programmatic Agreement.

5. Section 4(f) *de minimis*

The CONSULTANT will:

- a) The “no adverse effect” determination under Section 106 for the proposed action requires the development of a *de minimis* Section 4(f) finding by the FAA. Documentation to support issuance of the *de minimis* finding will be developed for review and approval of the SPONSOR as the Owner with Jurisdiction to demonstrate *there is no feasible and prudent avoidance alternative to the use of the 4(f) property; and the action includes all possible planning to minimize harm to the property resulting from such use*. No mitigation is anticipated.

6. Deliverables

The CONSULTANT will:

- a) Complete the CATEX Checklist and all supporting information (e.g., figures, maps).
- b) Complete Section 4(f) *de minimis* documentation.
- c) Publish copies of all agency and tribal correspondence.

- d) Produce all electronic documents to meet the requirements of Section 508 of the Rehabilitation Act standards.

7. Scope of Services for Supplementary Activities Not Included

If authorized by supplemental agreement from the SPONSOR, CONSULTANT shall furnish or obtain from others, additional services listed hereinafter. Compensation for additional services will be in addition to compensation for services performed under ARTICLE I, Scope of Services, Items 1 through 6. If FAA determines that any of these or related activities are required to obtain approval of the proposed action, including elevation of the documentation level to an Environmental Assessment (EA), a supplemental scope of services, fee estimate, and schedule will be prepared and submitted to the SPONSOR for approval prior to initiating the described services.

- a) Detailed analyses to determine the impacts of the proposed action on: air quality, noise/sensitive receptors, traffic or parking analyses, wetland or waters of the US surveys, water quality analysis or sampling, threatened or endangered species or habitat surveys, or hazardous material or waste site surveys or Phase I Environmental Site Assessments per ASTM standards.
- b) Consultation with US Fish and Wildlife Services under Section 7 of the Endangered Species Act.
- c) Permitting (construction or environmental) required for construction activities (e.g., NPDES, SWPPP, Section 404/401, local land clearing, etc.).
- d) Public involvement – public meetings or presentations to the City Council or County Board of Commissioners.

8. CATEX Assumptions

In preparing this Scope of Services, there are certain assumptions the CONSULTANT has made in order to submit a cost-effective proposal. Assumptions include the following:

- a) Archaeological field survey is not required.
- b) Mitigation in the form of a Section 106 Programmatic Agreement is in-progress with the Osage Nation; consultation will be led by FAA.
- c) No permits will be obtained under this Scope of Services.
- d) No public outreach or engagement activities (e.g., public meetings/hearings, surveys, website development/maintenance, social media posts, etc.) are included in this Scope of Services.

ARTICLE II

SPONSOR RESPONSIBILITIES

The SPONSOR, as a part of this Scope of Services, will:

1. Draft a resolution for the approval for the CATEX.
2. Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform their services, if needed.
3. Designate in writing a person to act as SPONSOR representative with respect to the services to be rendered under this Scope of Services. Such person will have complete authority to transmit instructions, receive information, and interpret and define SPONSOR policies and decisions.
4. Give prompt written notice to the CONSULTANT whenever SPONSOR observes or knows of any development that affects the scope or timing of CONSULTANT's services.
5. Support FAA with tribal consultation with the Osage Nation, with the potential for an in-person consultation meeting in Oklahoma City, Oklahoma.
6. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The SPONSOR will pay for all permits and licenses required by local, state, or federal authorities, and; will secure the necessary land, easements, and rights-of-way required for the project.
7. Provide one (1) copy of existing plans, reports, or other data the SPONSOR may have on file needed for background information to complete the CATEX.
8. Provide space to hold a public meeting/hearing, if determined necessary, and include a hearing transcriber (court reporter) to document public comments and an attendee sign-in sheet.

**ARTICLE III
COMPENSATION AND TIME OF PERFORMANCE**

1. Method of Compensation:

- a. Compensation of the Scope of Services outlined in Article I shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6 – COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis.

2. Amount of Compensation:

- a. CONSULTANT will perform the Scope of Services for items identified in Article I of this Authorization No. 5, per the terms and conditions set forth in the Agreement, for a Not-to-Exceed cost of **Forty-Nine Thousand Two Hundred Seventy-Five Dollars and Eighty-Nine Cents (\$49,275.89)**.

3. Estimated Time of Completion:

- a. The estimated time to complete the Scope of Services identified in Article I is 130 calendar days from the Notice to Proceed.

4. Consultant's Notice to Proceed Date:

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

_____.

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

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

-----oooOooo-----

BURNS & McDONNELL
ENGINEERING COMPANY, INC.

CITY OF DODGE CITY, KANSAS

By _____
Douglas Lenz, P.E.
Aviation Projects Director

By _____
Kent Smoll
Mayor

By _____
Nick Hernandez
City Manager

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 5

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS

Dodge City Terminal Improvements CATEX
CATEX to Improve the Existing Passenger Terminal at the Dodge City Regional Airport
Dodge City, Kansas
BASIC & SPECIAL SERVICES
February 1, 2023

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	0.00	\$ 70.00	\$ -	\$ -	\$ -
Project Manager	20.00	\$ 55.00	\$ 1,100.00	\$ -	\$ -
NEPA Lead	36.00	\$ 72.00	\$ 2,592.00	\$ -	\$ -
Senior Environmental Specialist	148.00	\$ 50.00	\$ 7,400.00	\$ -	\$ -
Staff Environmental Specialist	48.00	\$ 40.00	\$ 1,920.00	\$ -	\$ -
Clerical	0.00	\$ 27.50	\$ -	\$ -	\$ -
Total Hours	252.00				
Total Direct Salary Costs			\$ 13,012.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	224.89%	\$ 29,262.69			
b. Percentage of Direct Salary Cost: (Field Rate)	188.24%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 42,274.69 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 15.00% \$ 6,341.20 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 48,615.89 \$ - \$ -

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

Dodge City Terminal Improvements CATEX

CATEX to Improve the Existing Passenger Terminal at the Dodge City Regional Airport

Dodge City, Kansas

BASIC & SPECIAL SERVICES

February 1, 2023

6 OUT OF POCKET EXPENSES

OFFICE		No. of Units	Units	Cost/Unit					
Travel: Mileage		0.00	Miles	\$ 0.580	\$	-			
Food: Per Diem		0.00	Per Day	\$ 51.00	\$	-			
Lodging: Per Diem (incl. taxes)		0.00	Per Day	\$ 104.13	\$	-			
Rental Vehicle		0.00	Days	\$ 65.00	\$	-			
Airline		0.00	Hour	\$ 0.00	\$	-			
Printing, Shipping & Misc.					\$	60.00			
Subtotal					\$	60.00	\$	-	\$ -

Summary of Out of Pocket Expenses: (Not to Exceed) \$ **60.00** \$ - \$ -

7 SUBCONSULTANTS

EDR Report					\$	-	\$	-	\$ 600.00
Subtotal (Not to Exceed)					\$	-	\$	-	\$ 600.00

8 MAXIMUM TOTAL FEE

Subtotal \$ **48,675.89** \$ - \$ **600.00**

TOTAL (Not to Exceed)	\$	49,275.89
------------------------------	----	------------------

SUMMARY EXHIBIT 1