

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, November 6, 2023

7:00 p.m.

MEETING #5263

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

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Issuance of Industrial Bonds (Stanion Wholesale Electric Co., Inc.)

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).

Presentation of the 2023 Spanish Engage Dodge Participants

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 16, 2023.
2. Appropriation Ordinance No. 21, November 6, 2023.
3. Cereal Malt Beverage License:
 - a. Farmers Market Store, 1800 Central Avenue.
 - b. Panaderia La Tapatia, 614 E. Wyatt Earp Blvd.
 - c. Casey's Stores, 2201 N. 14th Avenue
 - d. Casey's Store, 700 W. Wyatt Earp Blvd.
4. Approval of South Wastewater Treatment Facility Roof Replacement.
5. Approval of the Dodge City Animal Shelter Kennel Remodel.
6. Approval of Bid for the Municipal Services Building Fuel Farm.
7. Approve the Bid for the Renovation of 1214 Longbranch, for the Community Development Block Grant through the Kansas Department of Commerce.
8. Approve the Bid for the Renovation of 1208 Longbranch, for the Community Development Block Grant through the Kansas Department of Commerce.

9. **Resolution No. 2023-35:** Authorize Payment of 2023 Year End Retention Stipend to Qualified Employees. Report by Brandon Roy, Human Resource Specialist.
10. **Resolution No. 2023-36:** 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.
11. **Resolution No. 2023-37:** 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.
12. **Resolution No. 2023-38:** A Resolution of the Governing Body of the City of Dodge City, Kansas, Adopting a Title VI Policy. Report by Daniel Cecil, Director of Parks and Recreation.

ORDINANCES & RESOLUTIONS

Ordinance No. 3805: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Property Located at 706 Third Avenue, a Portion of Lot 1 of Original Townsite of Dodge City, Ford County, Kansas, From C-1 Commercial Downtown to C-2 Commercial Highway. Report by Nathan Littrell, Planning and Zoning Administrator.

Resolution No. 2023-34: A Resolution of the Governing Body of the City of Dodge City, Kansas Determining the Advisability of Issuing Industrial Revenue Bonds for the Purpose of Financing the Acquisition, Construction and Equipping of a Commercial Facility to be Located in the City; and Authorizing Execution of Related Documents. Report by Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approve of the Bid to Perform Major Maintenance on US-50 Highway Inside the City Limits. Report by Tanner Rutschman, City Engineer.
2. Approve the US 283/400/56 Corridor Study. Report by Ray Slattery, Director of Engineering.
3. Approve of Naming of Classroom at Municipal Services Building (MSB) after Ken Strobel. Report by Melissa McCoy, Assistant City Manager/ Public Affairs.
4. Approval of Public Transportation Local Match Grant Letters. Report by Daniel Cecil, Director of Parks and Recreation.
5. Approval of a 3-Year Contract with Motive Fleet Systems. Report by Kevin Israel, Director of Facilities.
6. Approval of Recodification and Online Code Hosting Services. Report by Paige Gilmore, City Attorney.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Discussion Relating to Acquisition of Real Estate.

ADJOURNMENT



Memorandum

To: City Commission; CC: City Manager Nick Hernandez

From: Public Information Officer, Collin Clark

Date: November 6, 2023

Subject: 2023 Spanish Engage Dodge Participants

Agenda Item: Visitors Section

Purpose: To present the participants of the 2023 Spanish Engage Dodge Program to the City Commission along with present the participants with custom street signs

Background: Engage Dodge is an interactive educational opportunity designed to introduce citizens to city services, programs, and the employees who serve the Dodge City community.

Purpose of the Program:

- Identify and provide an awareness of the functions, responsibilities, and impact that different departments of the City of Dodge City have on the community and on the individual;
- Provide an understanding of departmental budgets and challenges faced;
- Open avenues of communication between participants and staff through discussion, dialog, and information sharing

This class comprised six evening sessions, conducted on Wednesday evenings from 6:00 PM to 8:00 PM. Participants had the opportunity to meet with representatives from various City departments. These representatives detailed their responsibilities and then entertained insightful questions from the attendees.

Financial Considerations: There are no financial considerations.

Legal Considerations: There are no Legal Considerations.

Mission/Values: At Engage Dodge, we are dedicated to bridging the gap between the Dodge City community and its municipal services. Through a series of immersive evening sessions, our program aims to shine a light on the inner workings of our city departments, highlighting their roles, responsibilities, and the challenges they face. By fostering an environment of open dialogue, we strive to heighten community awareness, foster a deeper understanding of our departmental budgets and challenges, and most importantly, build stronger bonds between the citizens and those who serve them.

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "C. Clark".

Collin Clark, Public Information Officer

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 16, 2023

7:00 p.m.

MEETING #5262

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 Michael Burns, Commissioner Joseph Nuci, Rick Sowers, Chuck Taylor, Kent Smoll

INVOCATION BY

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).

Ryan Reid, Director of Administration explained what the safety spotlight award consists of. This reward recognizes employees that go above and beyond their duties and always show safety in the workplace. Employee will receive a certificate and a \$250 gift card. Ross Sweley, Superintendent of Parks Department presented Chad Scofield, maintenance technician of the safety spotlight award. Chad is employed with the city and his duties are maintenance at the water park lagoon. Congratulations Chad.

Corey Keller, Superintendent of Public Works spoke on Make a Difference Day which is held on the fourth Saturday of October. The Recycling Advisory Board asked Corey to thank all the participants that helped with adopt-a- highway clean ups. He also thanked all the individuals that recycle in our community. They make a difference.

He also introduced Kagen Kingsbury member of the DCHS JROTC program and thanked him and the cadets for all their time and efforts in maintaining the A-26 Bomber that is located at the entrance of the airport road. and thanked him and the cadets of the JRCT for all their help. He also spoke about the restoring the A-26 Bomber to its original condition.

CONSENT CALENDAR

1. Approval of Special City Commission Meeting Minutes, September 29, 2023.
2. Approval of City Commission Meeting Minutes, October 2, 2023,
3. Approval of Joint City/County Commission Meeting Minutes, October 9, 2023
4. Appropriation Ordinance No.20, October 16, 2023.
5. Cereal Malt Beverage License:
 - a) Mariscos Nayarit Restaurant, 509 N. 2nd Avenue. (on file)
6. Approve Change Order #1 for the Biogas H2S Removal project.
7. Approve Change Order #1 for the 2023 Asphalt Maintenance Project.
8. Approval of Appointment to Community Facilities Advisory Board Vacancy.
9. Approval of Appointment for Santa Fe Community Corrections Advisory Board Vacancy.

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

ORDINANCES & RESOLUTIONS

Resolution No. 2023-32: A Resolution of the City of Ddge City, Kansas Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof (2023 Streets and Water Mains) was approved on a motion by Commissioner Chuck Taylor. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

Resolution No. 2023-33 A Resolution Providing for Substitute Improvements to be Financed with Proceeds of the City of Dodge City, Kansas General Obligation Temporary Notes, Series 2023-1) was approved on a motion by Commissioner Joseph Nuci. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the bid from Lewis Chevrolet in the amount of \$298,862 for six (6) New Trucks for the Parks Department, Athletic Field Maintenance, CREW, and the Airport. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

1. Nick Hernandez, City Manager discussed the Downtown Revitalization Loan Fund.

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk



Memorandum

To: City Commission

From: Kevin Israel, Director of Construction and Facilities

Date: 11-6-2023

Subject: Approval of roof replacement proposal for the South Wastewater treatment plant

Agenda Item: Consent Calendar

Recommendation: Staff recommend the approval of the bid from Diamond Roofing for the replacement of the roof at the Dodge City South Wastewater Treatment Plant.

Background: The WWTP roof sustained major damage from the leaks earlier this spring/summer. The roof has been patched for a temporary fix.

Justification: The roof needs to be replaced to protect the structure from further damage.

Financial Considerations: The WWTP Roof Replacement will be paid for out of the Capital Improvement fund.

Purpose/Mission: This purchase aligns with the City's core value of ongoing improvement in our community.

Legal Considerations: There are no legal issues with this purchase.

Attachments WWTP roof replacement bid tab.

WWTP Roof Proposals

Diamond Roofing

To scope plus more/better metal for high winds \$68,015

Alvarez Roofing

To scope \$88,757.09

Conklin foam and spray coating \$68,750

GM Systems

To scope \$63,322

Silicone coatings \$18,056



Memorandum

To: Dodge City Commission
From: Kevin Israel, Director of Construction and Facilities
Date: 11/6/2023
Subject: Animal Shelter/old kennel remodel
Agenda Item: Consent Calendar

Recommendation: Staff recommends approval of the Animal Shelter kennel remodel to be completed by the Dodge City Construction Crew.

Background: The old section of kennels in the Animal Shelter are in disrepair and are no longer in compliance with the State of Kansas.

Justification: The project is required for compliance.

Financial Considerations: The project is estimated to be a 21 day project and to not exceed \$40,000.

Purpose/Mission: This project will provide the isolation for animals carrying disease.

Legal Considerations: The Animal Shelter is currently considered non-compliant and is subject to fines if not resolved.

Attachments: Official bid from Conant construction from 2022.



- ✓ Quality People
- ✓ Quality Construction
- ✓ Quality Relationships

Budget Estimate Report

August 9, 2022

Between the Contractor: **CONANT Construction LLC**
10562 Hwy 50 W
Dodge City, Kansas 67801
United States
09-00000292
620-408-6784

And the Client: **(Dodge City Animal Shelter) Laura**
104 N. 14th
Dodge City, KS 67801
(620) 225-1567

For the Project: **DC Animal Shelter Kennel Remodel**
104 N. 14th
Dodge City, KS 67801

Project Scope of Work:
Demolish existing Kennels and dispose of debris. Install new filled concrete block,

Project Special Conditions: This is a budget estimate, not to be used for actual bid.

DIV. 01 - GENERAL REQUIREMENTS

General Requirements

Builders Risk Insurance
Design Fees
(20) Mobilization/Demobilization
Portable Toilet
Dumpster
(20) General Labor
(26) Supervision
(19) Final Cleaning

Subtotal General Requirements

\$15,755.71

Equipment Requirements

*Misc. Tools
Hilti Nails/Shot*

Subtotal Equipment Requirements **\$421.43**

SUBTOTAL DIV. 01 - GENERAL REQUIREMENTS **\$16,177.14**

DIV. 02 - SITE WORK

Site Work

(1) Interior Demolition

Subtotal Site Work **\$8,685.71**

SUBTOTAL DIV. 02 - SITE WORK **\$8,685.71**

DIV. 06 - CARPENTRY

Framing

*Wood Framing Material
(4) Framing Labor*

Subtotal Framing **\$1,505.71**

SUBTOTAL DIV. 06 - CARPENTRY **\$1,505.71**

DIV. 08 - DOORS AND WINDOWS

Interior Doors

*Interior Door Package
(14) Install*

Subtotal Interior Doors **\$6,040.00**

Door Hardware

*Hardware Allowance
(14) Hardware Install*

Subtotal Door Hardware **\$1,622.86**

SUBTOTAL DIV. 08 - DOORS AND WINDOWS **\$7,662.86**

DIV. 09 - FINISHES

Duramax Wall Panels

*Material
Install*

Subtotal Duramax Wall Panels **\$18,114.28**

SUBTOTAL DIV. 09 - FINISHES **\$18,114.28**

DIV. 16 - ELECTRICAL

Electrical

Remove and Re-install

General Notes:

Remove necessary electrical for Duramax wall panel installation. Re-install.

Subtotal Electrical **\$3,571.43**

SUBTOTAL DIV. 16 - ELECTRICAL **\$3,571.43**

Budget Estimate Total: **\$55,717.14**

Animal Shelter Overall Cost Breakdown

2020 03 10

<u>Vendor</u>	<u>Total</u>	<u>Description</u>
Williamson	\$8,250	Inside remodel
Not bid yet	\$60,000	Estimated cost internal remodel
Conant	\$265,975	Addition: External Metal Clad Post Frame Building and breezeway
not purchased yet	\$50,000	dog cages for addition



Dodge City Animal Control



Memorandum

To: City Commission
From: Kevin Israel, Director of Facilities
Date: 11-6-2023
Subject: Approval of Municipal Services Building Fuel Farm
Agenda Item: Consent Calendar

Recommendation: Staff recommend the approval of the bid from Double Check Company Inc. for the installation of a 25,000 Gallon fuel farm for \$205,114.40.

Background: The City has desired for many years to have our own fuel farm for convenience and financial savings through purchasing bulk fuel.

Justification: Constructing a fuel farm for our fleet would allow us to purchase fuel in bulk at a lower rate.

Financial Considerations: The fuel farm is part of the MSB budget approved in 2022 for the remodel and upgrades made to the MSB at 100 Chaffin Rd.

Purpose/Mission: This purchase aligns with the City's core value of ongoing improvement in our community.

Legal Considerations: There are no legal issues with this purchase.

Attachments Bids from Hoidale and Double Check Inc.

QUOTATION AND CONTRACT



PB HOIDALE CO., INC.
GARDEN CITY OFFICE
775 MID STATE DRIVE
GARDEN CITY, KS 67846

No. 1157508

Phone: (620) 275-7403
Fax: (620) 275-4655

Proposal Submitted to:

Date: 09/25/23

City of Dodge City
PO Box 880
Dodge City, KS 67801-0880

Job Location: Municipal Services Building
100 Chaffin Rd
Dodge City, KS 67801-9300

QUOTATION SUMMARY

	<u>AMOUNT</u>
Equipment, See "Equipment List"	\$ 233,229.45
Installation, See "Scope of Work"	\$ 59,367.85
Incoming Freight on Major Equipment	\$ 1,418.75
TOTAL	\$ 294,016.05 PLUS FREIGHT

Pricing per Sourcwell number 193831

PLEASE SHOW OUR QUOTE NO. ON YOUR P.O.

Payment terms and schedule:

<u>TERMS</u>	<u>AMOUNT</u>
20%	\$ 58,803.21

Deposit due with signed agreement
Major Equipment will be billed upon arrival at Hoidale shop
Progress Billing will be utilized for ongoing work

ALL PRICES LISTED ARE CASH PRICES. WE DO NOT ACCEPT CREDIT CARD PAYMENTS ON CONTRACTS

We propose to furnish material and/or labor as listed above for the sum of \$ **294,016.05** , plus any applicable taxes. Prices are subject to change without prior notice and are subject to price in effect at time of delivery. Any alteration or deviation from the above specifications involving extra cost will become an extra charged over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Any work involving extra charges will not be performed until an agreement is reached regarding the extra charges. This proposal is void 15 days from the above date.

NAME: Steve Dixon
TITLE: President

SIGNATURE: *Stephen E Dixon*

CUSTOMER ACCEPTANCE

The prices, specifications, terms and conditions of this QUOTATION & CONTRACT are satisfactory and are hereby accepted. You are authorized to provide the equipment and/or do the work as specified. Customer acknowledges and agrees to the payment terms listed above. Payments made later than the terms listed will incur late payment charges of 1-1/2% per month or 18% per annum. Rock, water or other unforeseen underground obstructions to be at additional customer expense. Customer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in the tank excavations. THE TERMS AND CONDITIONS SET OUT IN THE REMAINDER OF THIS PROPOSAL ARE A PART OF THIS CONTRACT AND HAVE THE SAME FORCE AND EFFECT AS IF SET ON ITS FACE. Buyer's Initials Required.

NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

11QF810

For more information on financing with Patriot Capital please contact your P B Hoidale Sales Representative or give Patriot a call at 470-561-2961



***Estimated Monthly Payment**
\$ **5,880.32**
(Actual finance rates and payment amount determined on credit approval)

QUOTATION AND CONTRACT



PB HOIDALE CO., INC.
GARDEN CITY OFFICE
775 MID STATE DRIVE
GARDEN CITY, KS 67846

No. 1157508
Phone: (620) 275-7403
Fax: (620) 275-4655

Proposal Submitted to:

Date: 09/25/23

City of Dodge City
PO Box 880
Dodge City, KS 67801-0880

Job Location: Municipal Services Building
100 Chaffin Rd
Dodge City, KS 67801-9300

EQUIPMENT LIST

<u>Tanks</u>		\$ 102,052.81
2	10,000 gallon double wall vertical UL142, 10' x 17' tanks	
1	5,000 gallon double wall vertical UL142 8' x 14' tank	
3 lots	Tank decals and ID tags	
<u>Dispensers and Hanging Hardware</u>		\$ 38,654.37
1	Wayne Select Ultra high capacity dispenser, 2 hose, 1 product, 2 mters with diesel green doors and pulse output	
1	Wayne Twin one product, two hose, remote dispenser with blue doors, unleaded, with pulse output	
1	Wayne Select ultra high capacity, 1 hose, 1 product, 1 meter, lane oriented with green doors, dyed diesel	
5 Sets	Hanging hardware groups	
<u>Underground equipment</u>		\$ 73,502.59
Includes sumps, submersible pumps, underground pipe, vents, spill buckets, overfill valves, impact valves, etc.		
<u>Fuel Control System</u>		\$ 11,137.10
Syntech Fuelmaster 2500Plus prokee master unit with data logger, modem, NIC, windows software, deliberant kit, hose controller switch, and cables		
Please note FuelMaster system keypad entry only no cards or keys included in quote		
<u>Miscellaneous Installation Materials</u>		\$ 7,882.58
NOTE	<u>Pricing per Sourcewell on Wayne dispenser and Fuelmaster equipment number 193831</u>	
		=====
TOTAL		\$ 233,229.45

INITIALS OF BUYER _____

QUOTATION AND CONTRACT

PB HOIDALE CO., INC.
GARDEN CITY OFFICE
775 MID STATE DRIVE
GARDEN CITY, KS 67846

No. 1157508

Phone: (620) 275-7403

Fax: (620) 275-4655

Proposal Submitted to:

Date: 9/25/2023

City of Dodge City
PO Box 880
Dodge City, KS 67801-0880

Job Location: Municipal Services Building
100

Dodge City, KS 67801-9300

SCOPE OF WORK**BY HOIDALE**

- 1 Submit plans and permit info to KDHE and KS State Fire Marshal as required.
 - 2 Conduct pre-construction meeting with owner, project manager, operator, subcontractors and any other interested party.
 - 3 Offload and set (1) 5,000 gallon vertical double wall tank for dyed diesel and (2) 10,000 gallon vertical double wall tanks (1) for Unleaded and (1) for clear Diesel
- Note: Tank pad to be poured by owner.
- 4 Install transition sumps at tanks and dispenser sumps to owner provided finish grades.
 - 5 Customer supplied Electrician to run conduits and wiring as needed for a complete installation.
 - 6 Install 2" steel product piping between tanks and transition sumps.
 - 7 Install 2" OPW Flexworks piping in 4" chase pipe between transition sumps and dispenser sumps .
 - 8 Water test all sumps prior to backfilling. Air test all lines (to remain for the duration of the project).
 - 9 Oversee Backfill of line trenches and transition sumps.
 - 10 Dress tanks with decals, emergency and working vents, clock gauges.
 - 11 Install one 1.5 HP submersible pump in each tank. Install with mechanical line leak detector solenoid valve and pressure relief valve.
 - 12 Connect steel above ground piping to below grade piping at transition sump.
 - 13 Set (3) new Wayne fuel dispensers as follows:
 - (1) Unleaded Twin one product standard flow two hose dispenser unleaded
 - (1) Clear Diesel Twin one product UHC (Ultra High Capacity) two hose dispenser Clear Diesel
 - (1) Dyed diesel single hose UHC dispenser
 - 14 Flush and perform start up of systems.
 - 15 Perform calibrations and check systems for leaks.
 - 16 Supply and install FuelMaster 2500 Plus prokee master unit.
FuelMaster unit keypad entry only no cards or keys included in this quote
 - 17 Provide up to four hours of on site training on use of new equipment.
 - 18 Complete final paperwork for KDHE & KS State Fire Marshal.

By Customer

- 1 All Electrical, conduits and wiring for fueling and fuel control systems.
- 2 Area sufficient to set tanks.
- 3 All Excavation, backfill, removal and replacement of soils.
- 4 All Concrete.
- 5 Traffic collision protection around tanks and at Islands.
- 6 Permit fees, any required engineered plans or drawings, SPCC Plan, insurance, etc.
- 7 Final grades for tanks, islands and sumps.
- 8 Electrical service of sufficient size to accommodate new system, space for new panels, control systems, communication equipment, etc.
- 9 Coordination with any third party contractors supplied by owner.
- 10 Gravel or concrete for drive to tanks and dispensers for vehicle access.
- 11 Any work not specifically provided in above Scope of Work will require the use of a written Change Order to be completed and signed by both parties prior to the start of any additional work.

ACCEPTANCE - This proposal, when accepted by the Buyer within the said period set out in this agreement, will constitute a bona fide contract between the Buyer and P. B. Hordale Co., Inc., the Seller, subject to all terms and conditions to follow and to the approval of the Seller. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.

ACCEPTANCE BY MAIL - Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.

FOB PLACE OF MANUFACTURE - Unless otherwise stated in this contract, prices are FOB place of manufacture. Unless otherwise stated, the freight rate in existence at the date of this contract shall apply, but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

EXTRA CHARGES - The Buyer may order changes in the work or the installation of additional equipment and the contract sum shall be increased accordingly. ALL SUCH ORDERS AND INCREASES SHALL BE IN WRITING, and the Buyer shall consent in writing to the extra charges before the Seller shall begin any changes or additional work.

RELATED WORK - Labor, materials and outside services for electrical, blacktop, water and sewer work, etc., are not included in contract unless specified. Anchors, foundations and cathodic protection are not included in this contract unless specified. Concrete slab must be protected from traffic - if concrete slab is placed and furnished under this contract, the

DELIVERY - Delivery promises are contingent upon fires, strikes, accidents, lockouts, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or from other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result therefrom. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense.

DELAYS - Due to the increasing cost of labor and materials, any delay of progress, not directly under the Seller's direct control and not due to causes not within the control of the parties, will result in an additional charge to the Buyer.

TERMS - Terms are net 10 days from date of invoice unless otherwise specified. Delivery to our warehouse for purposes of convenience or coordination shall be considered "Delivery" for billing purposes.

a) Progress payments may be required - The Seller may require progress payments, covering the materials and/or labor, based upon the percentage of the contract completed. The Buyer will be sent an invoice that must be paid as specified or within 10 days.

b) Failure to pay progress payments when due - In the event the Buyer fails to pay any progress payments within the terms specified, The Seller may, with written notice to the Buyer, suspend work. After 5 days, the Seller may terminate the contract or exercise any other rights it may have without incurring any liability whatsoever to the Buyer. Such rights include, but are not limited to, recovery from the Buyer payment for work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery.

c) Interest - The Seller reserves the right to charge the Buyer 1-1/2% per month on past due balances. This represents an annual rate of 18%.

d) Attorney's fees payable - The Buyer agrees to pay the Seller reasonable attorney's fees and court costs if the account is sent to an attorney for collection.

GRANT OF SECURITY INTEREST - Buyer grants to Seller a purchase money security interest in all property sold to Buyer pursuant to this Contract to secure all indebtedness of Buyer to Seller under this Contract.

INSTALLATION - It is understood that the Buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be held responsible for any delays caused by the Buyer's failure to so provide access. The Seller shall furnish the necessary materials and perform all work for the installation of said equipment. The Seller shall install the equipment at the location to be designated by the Buyer on the job site. The installation shall be performed by the Seller in the Seller's customary manner in accordance with its normal procedures. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of the agreement, unless otherwise specifically stated in this contract.

a) Excavating - Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, running sand, concrete foundations, poles, manholes, or similar non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and to complete the excavation, such work shall be the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer.

b) Floating Tank Clause - The Buyer will be responsible for filling all underground storage tanks with products for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event tank is not filled as requested, the Buyer accepts responsibility for equipment, labor and materials to reinstall floated tank. If product is not available, tanks shall be filled with water. There is an additional charge for the water and then removing the water when installation is complete.

PERMITS - Unless otherwise stated, no provision is made in the contract for special fees, permits, licenses, etc. If Seller is required to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

DEFAULT BY SELLER - If the Seller defaults, neglects or fails to perform any provision of the contract, the Buyer may, without prejudice to any other remedy it may have, after 30 days written notice to the Seller, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Seller. The Buyer may finish the work specified in this contract by whatever method Buyer may deem expedient. If the unpaid balance of the contract exceeds the cost of finishing the work, such excess shall be paid to the Seller, but if such expense exceeds the unpaid balance, the Seller shall pay the difference to the Buyer in full satisfaction of all claims for liquidating damages. Seller assumes no responsibility for, nor shall it be obligated to pay, claims for consequential damages.

WARRANTY - THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS OF PURPOSE AND ANY AND ALL OTHER REPRESENTATIONS TO THE BUYER EXCEPT AS FOLLOWS: If the installation is supplied by the Seller, the Seller warrants the installation for a period of one year from date of completion. Seller warrants the installation to be free of defects in material and workmanship under normal use and service, the Seller's obligation under this warranty being limited to repair or replacement, as it may elect.

a) The Seller must be promptly notified of any circumstances involving warranty and must be permitted to perform corrective measures, utilizing the Seller's own personnel. The Seller will not accept any invoice or charges for any work performed during the warranty period by others.

b) Buyer acknowledges that Seller is not a manufacturer of the goods covered by this contract. Manufacturers warranties on said goods shall extend to Buyer as authorized by the manufacturers or as provided by law. Buyer expressly agrees and understands that Seller shall have no obligation or liability under such manufacturer's warranty or for failure of any manufacturer to honor the warranty. Except for the foregoing installation warranty, SELLER MAKES NO EXPRESSED WARRANTIES OF ANY KIND, EXCEPT AS TO BUYERS WHO ARE INDIVIDUALS. SELLER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY - Buyer agrees that Seller and the original manufacturer of products sold by Seller to Buyer shall not be liable for any special, indirect, incidental, or consequential damages of any type, including, but not limited to, damages related to damage to the ground, ground water, underground or environment, loss of product, cleanup costs, loss of profit or sales, or any other expense resulting from the nonconforming or defective condition of any products or any system purchased by the Buyer. Seller shall also not be liable for interruption of business, downtime costs, increased operating costs, or claims of Buyer's customers for any of the foregoing types of damages.

INDEMNITY AGREEMENT - Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for (a) bodily injury and property damage arising out of the work undertaken by the Seller, its employees, agents or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workman's Compensation Insurance and (b) alleged or actual infringement of any letters of patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions or technical information of data furnished by the Buyer.

TITLE AND RISK OF LOSS - Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products/equipment to the FOB point. Title to and the right to possess each item of equipment are and shall remain vested in the Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay the purchase price according to the terms hereof, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory, as the Seller may determine or in the event the Buyer fails to perform any condition or obligation, the Seller may at its election, demand immediate payment in cash before making delivery, suspend delivery and terminate this contract, or mature the entire unpaid portion of the purchase price, in each event without notice and without any liability whatsoever to the Buyer. The Buyer's bankruptcy, receivership or failure to pay any amount when due shall, at the option of the Seller, mature the entire unpaid portion of the purchase price without notice and the Seller may declare this contract terminated, enter the premises, and retake possession of said property, whereupon all payments made by the Buyer will be forfeited as liquidated damages, rentals and costs.

TAXES - Taxes are not included in this contract. No Federal, State or Local taxes are included in this contract unless specifically so stated and will be extra, if applicable.

STATE LAW APPLIES - All of the provisions hereof and any resulting order are to be governed and construed according to the laws of the State of Kansas.

LIEN RIGHTS - To protect all parties, a mechanic's lien will be automatically filed where payment is not received according to the terms stated in the contract.

ERRORS - Stenographic, clerical and mathematical errors made by the Seller in quotation, acknowledgments or invoices are subject to correction. Claims for shortages, defective goods, errors and allowance must be made within 10 days from the date of invoice.

ASSIGNABILITY - This contract shall not be assigned by either of the parties hereto without the prior written consent of the other party.

RETURNED GOODS - No goods may be returned without Seller's written authorization. If such authorization is given, unless otherwise noted in the authorization, transportation charges must be prepaid by Buyer. Risk of loss for returned goods shall pass to Seller upon receipt of the goods by Seller. All goods authorized for return are subject to Seller's inspection and acceptance and to a restocking charge equal to the rate charged by the manufacturer to Seller, or at least fifteen percent. Merchandise must be returned within ten days of Buyer's receipt of written authorization and must be accompanied by a writing that identifies the invoice number and date.

INITIALS OF BUYER _____

3QF0512

DW:



Hutchinson Branch
130 E 10th St, South Hutchinson, KS 67505
Phone: 620-669-9368 or 800-530-5394
Fax: 620-669-9360
Email: hutchinson@dblchk.com

Kevin Israel
City of Dodge City
Dodge City

Date: 10/24/2023
Quote #: D10232023-47

Page 1 of 4

Double Check Company, LLC presents the following proposal for your consideration:

Scope of Work

- Order for installation (2) 10,000 Gallon Double Wall Above Ground Vertical Tanks to include:
 - All necessary equipment to outfit the tank(s)
- Order for installation (1) 5,000 Gallon Double Wall Above Ground Vertical Tank to include:
 - All necessary equipment to outfit the tank(s)
- Order for installation (2) Gasboy Suction Pumps to include:
 - All New Hanging Hardware
- Order for installation (1) Gasboy Islander Prime to include:
 - Standard Pedestal Base
 - Card Reader & Pin Pad
- Gasboy Islander Prime to be installed on the Diesel Island
- EKOS One Time Software Setup Fee
- Avalan Wireless Point to Point Communication
- Install (2) Dispenser Islands 30' and 60' away from the tanks
- Install 2" above ground steel piping to the remote fill box for each tank
 - (1) remote fill box for Diesel & (1) for Unleaded
- Install (3) lines of 2" fiberglass piping underground from the transition sump to the dispenser island(s)
- Install Bollards around the fuel farm
 - Bollards are to be installed 5' apart and 5' away from the tanks

Please note that all the above is pending approval of the State Fire Marshal. If a Fireguard tank is required or the tanks need to be placed elsewhere on the property, we will redesign the site.

Enid
841 Commercial Circle
Enid, OK 73703
Phone: 580-237-5332
Fax: 580-237-2639
enid@dblchk.com

Hutchinson
130 East 10th Avenue
South Hutchinson, KS 67505
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan
5005 Murray Road
Manhattan, KS 66503
Phone: 785-776-3240
Fax: 785-776-3252
manhattan@dblchk.com

Wichita
1355 South Young
Wichita, KS 67209
Phone: 316-942-4268
Fax: 316-942-7732
wichita@dblchk.com

27,888.00



Hutchinson Branch
130 E 10th St, South Hutchinson, KS 67505
Phone: 620-669-9368 or 800-530-5394
Fax: 620-669-9360
Email: hutchinson@dblchk.com

Equipment & Labor

➤ Equipment -----	\$169,994.65
➤ Labor -----	\$21,393.75
➤ Misc Materials -----	\$10,776.00
➤ Freight -----	\$3,000.00
➤ Total Price (less applicable tax & options) -----	\$205,114.40

INITIAL HERE

Exclusions & Terms

The above price excludes the following:

- Pricing quoted is based on current discounts offered by "GASBOY, MORRISON BROS, OPW, WEMAC." Double Check Company, LLC reserves the right to withdraw this proposal if promotional pricing is terminated or substantially changes.
- This quote is only valid within 30-days of the quoted date.
- Customer Supplied electrician.
- Concrete for the containment and islands to be supplied by customer.
- Double Check will not supply the back-office PC.
- The pricing above does not include any electrical work. If Double Check does the electrical, an additional cost will be applied.
- The pricing above does not include a Veeder- Root tank monitoring system. If needed, an additional cost will be applied.

A change order will be provided in the event that any work is required not listed in the scope of work outlined in this contract. Additional charges will incur as a result.

INITIAL HERE

Payment Terms

A 25% deposit of the total contract amount is required at time of order. Progress billings will be made as follows:

- ✓ 100% of the system equipment is to be paid upon receipt of the equipment in the Double Check Company, LLC warehouse.
- ✓ The remaining balance is due 10 days after fuel system completion.

Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees. Double Check Company, LLC cannot be responsible for delays as a result of manufacturing or shipping related issues. With prevalent existing delays in all facets of the distribution system, we cannot guarantee receipt of products ordered, or installation dates as such. As always, we do our best to accommodate all customer needs.

This bid is subject to the following:

INITIAL HERE

"If any unforeseen foreign underground conditions are encountered such as rock, water, electrical lines, sewer lines, excessive cave-off, etc., there would be an additional charge for the extra labor, etc., incurred as a result thereof. "

This bid does not provide for testing, hauling or disposal of any contaminated soil or debris except as specified above.

Enid
841 Commercial Circle
Enid, OK 73703
Phone: 580-237-5332
Fax: 580-237-2639
enid@dblchk.com

Hutchinson
130 East 10th Avenue
South Hutchinson, KS 67505
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan
5005 Murray Road
Manhattan, KS 66503
Phone: 785-776-3240
Fax: 785-776-3252
manhattan@dblchk.com

Wichita
1355 South Young
Wichita, KS 67209
Phone: 316-942-4268
Fax: 316-942-7732
wichita@dblchk.com



Hutchinson Branch
130 E 10th St, South Hutchinson, KS 67505
Phone: 620-669-9368 or 800-530-5394
Fax: 620-669-9360
Email: hutchinson@dblchk.com

We do not include applicable sales taxes, unless otherwise specified.

Quotation subject to our normal terms and conditions, unless otherwise specified, as set forth in attached statement and these terms will become a part of any order or contract those results from this quotation.

A 25% deposit of the total contract amount is required at time of order. Progress billings will be made as follows:

- √ 100% of the system equipment is to be paid upon receipt of the equipment in the Double Check Company, LLC warehouse.
- √ The remaining balance is due 10 days after fuel system completion.

Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees. Double Check Company, LLC cannot be responsible for delays as a result of manufacturing or shipping related issues. With prevalent existing delays in all facets of the distribution system, we cannot guarantee receipt of products ordered, or installation dates as such. As always, we do our best to accommodate all customer needs.

Equipment leads times are not guaranteed by Double Check Company, LLC, estimates are provided by equipment manufactures.

Thank you for the opportunity to supply you with pricing for this project. If you have any questions at all please do not hesitate to contact me at any time.

Additional contact at the Kansas City office is Mani Sundaram.

Thank you,

Submitted By: Dawson Kuhn (Dawson Kuhn)

Accepted By: _____

Date _____

PO # if required _____

TERMS & CONDITIONS

The terms contained herein may not in any manner whatsoever be varied by purchaser's acceptance or purchase order. In the event of any inconsistency between the terms and scope hereof and purchasers' acceptance or purchase order, the terms and scope hereof shall control, and purchaser is deemed to have assented to the same in full.

- ❖ The pricing contained herein is for the equipment listed **only** and does **not** include installation or service not covered by the manufacturer's warranty **unless specified**. Applicable installation, operation, service, and/or maintenance manuals which are supplied by the manufacturer at **no additional charge** will be provided. Additional copies, **if required**, will be provided at the same cost as charged to Double Check Company, LLC. Any submittals required will be forwarded upon **receipt of purchase order** or letter of intent to purchase that equipment. Purchase orders may be contingent upon approval of submittals.
- ❖ Buyer understands that Double Check Company, LLC has quoted this equipment based upon information provided by the buyer. If the information is **incomplete** or **inaccurate**, Double Check Company, LLC shall **not** be responsible. The buyer accepts responsibility of determination of suitability of the equipment for the application.

Enid
841 Commercial Circle
Enid, OK 73703
Phone: 580-237-5332
Fax: 580-237-2639
enid@dblchk.com

Hutchinson
130 East 10th Avenue
South Hutchinson, KS 67505
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan
5005 Murray Road
Manhattan, KS 66503
Phone: 785-776-3240
Fax: 785-776-3252
manhattan@dblchk.com

Wichita
1355 South Young
Wichita, KS 67209
Phone: 316-942-4268
Fax: 316-942-7732
wichita@dblchk.com



Double Check Company, LLC

Hutchinson Branch
130 E 10th St, South Hutchinson, KS 67505
Phone: 620-669-9368 or 800-530-5394
Fax: 620-669-9360
Email: hutchinson@dblchk.com

- ❖ Unless otherwise stated, Double Check Company, LLC warrants that all equipment will be free of defects in materials and workmanship under normal use for the period stated by the manufacturer. In the case of defect or failure within the warranty period, Double Check Company, LLC will replace or repair, **at its option**, upon return of the item in question to Double Check Company, LLC. Double Check Company, LLC will **not** accept any invoice or charges for work performed by others during the warranty period.
- ❖ Delivery promises are **contingent** upon weather, strikes, accidents, transportation and/or other factors **beyond the control** of Double Check Company, LLC. Double Check Company, LLC will endeavor to maintain quoted schedules, but does **not** guarantee to do so. Double Check Company, LLC shall **not** be liable for damages suffered by the customer by reason of **any** delay.
- ❖ Unless stated or agreed to in **advance**, all pricing contained herein is firm for a period of **thirty days** from the date of this quote. Pricing does **not** include applicable taxes. Acceptance of orders is **contingent** upon current credit approval. **Payment terms are net 10 days**. A **deposit of twenty-five percent (25%) of the contract amount** is due upon **acceptance** of order. Once work has commenced you will be invoiced based upon the attached payment schedule. For equipment, the balance will be invoiced upon **delivery**. If a bill is **not paid** by the thirtieth (30th) day past the invoice date, a one and one-half percent (1.5%) per month **finance charge** will be placed on your account.
- ❖ **No** material may be returned **without the written permission of Double Check Company, LLC**. If granted, permission will include shipping instructions, which must be followed. **All** returns are subject to a **restocking charge**.
- ❖ Proper decals and signage that must appear on fuel dispensing units for compliance with state and federal requirements must be obtained from the customers' fuel supplier.

If the quote includes installation, the following clauses apply:

- ❖ If any **unforeseen foreign underground objects** are encountered such as rock, water, electrical lines, sewer lines, excessive cave-off, or environmental pollution clean-up, etc., there will be an **additional** charge for the extra labor, etc., incurred as a result thereof.
- ❖ Any unplanned environmental work encountered will be addressed via a change order to customer.
- ❖ Installation has been quoted using **non-union labor**. If, during the course of the project, there is union intervention, all costs incurred will be billed to you at the same rates as charged to Double Check Company, LLC.
- ❖ **Any** alteration or deviation from equipment or services described herein involving extra costs will be executed **only** upon written orders and will become an **extra charge** over and above the bid amount or estimate.

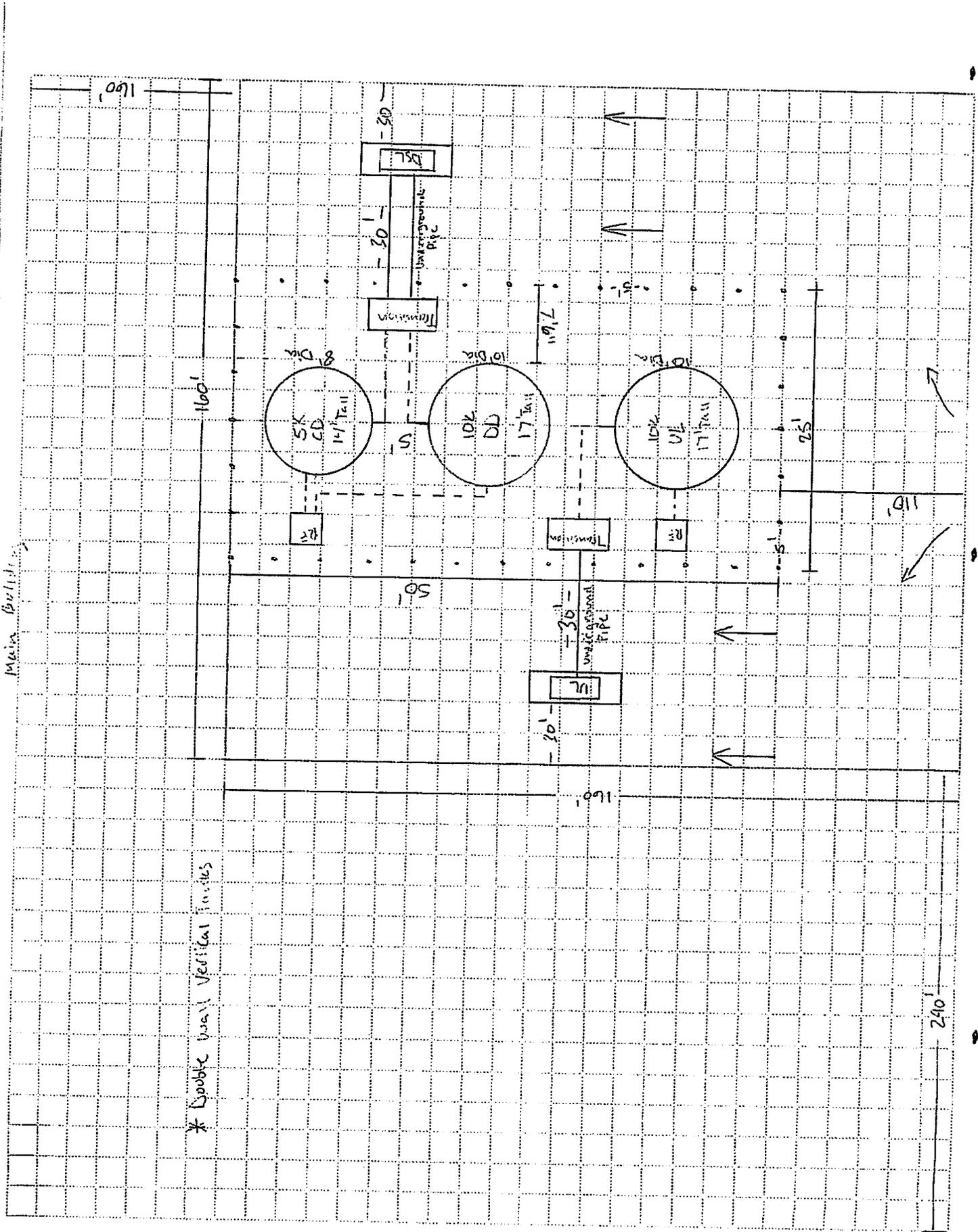
INITIAL HERE

Enid
841 Commercial Circle
Enid, OK 73703
Phone: 580-237-5332
Fax: 580-237-2639
enid@dblchk.com

Hutchinson
130 East 10th Avenue
South Hutchinson, KS 67505
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan
5005 Murray Road
Manhattan, KS 66503
Phone: 785-776-3240
Fax: 785-776-3252
manhattan@dblchk.com

Wichita
1355 South Young
Wichita, KS 67209
Phone: 316-942-4268
Fax: 316-942-7732
wichita@dblchk.com



* Double Wall Vertical Tanks

Main Building

1072



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 10/31/23
Subject: CDBG Bid Approval
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the attached bid from L.R. Lee Contracting for the renovation of 1214 Longbranch, for the Community Development Block Grant through the Kansas Department of Commerce in the amount of \$11,056.00.

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 four approved contractors on the bidders list.

On October 20, 2023, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1214 Longbranch. The City received a bid from L.R. Lee Contracting and Integrity Builders & Remodelers, LLC.

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

Bid Tabulation

App. # A.10
Name Maria Ambriz

Address 1214 Longbranch
Phone 620-255-7738

Doors

1	Storm door hardware missing. Replace hardware or door
2	Garage door does not open. Make door operational. Replacing bottom panel only on door or whole door would be acceptable.
3	Replace broken bedroom door on main floor
4	

Windows

5	Cut basement foundation and install 2 egress windows with wells & ladders in sleeping areas
6	Replace broken window in living area with thermal pane
7	Replace broken window in walkout garage door - glass or plexiglass would be acceptable
8	
9	

Electrical

10	Existing service needs ground and supplemental added
11	3 exterior outlets (front, back, west side) to be weather resistant exterior boxes
12	Replace whip on outside condensor unit
13	
14	

HVAC Equipment

15	Furnance A/C not working properly. Service/Clean equipment
16	
17	

18	
19	

20	
21	

22	
23	

24	
25	
26	

other:

27	
----	--



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

October 27, 2023

CDBG Bid
RE: Maria Ambiz
1214 Longbranch
Dodge City Ks 67801

Material and Labor per bid package info.

Estimate provided to complete work as approved, we will do partial or all as approved.
We will not do work if split among other contractors.

Doors

- Storm door hardware missing. Replace hardware or door
- Garage door does not open. Make door operational. Replacing bottom panel only on door or whole door would be acceptable.
- Replace broken bedroom door on main floor

Garage door opener not included in bid \$ 1,912.00

Windows.

- Cut basement foundation and install 2 egress windows with wells & ladders in sleeping areas
- Replace broken window in living area with thermal pane
- Replace broken window in walkout garage door - glass or Plexiglas would be acceptable **\$ 7,764.00**

Electrical.

- Existing service needs ground and supplemental added.
- 3 exterior outlets (front, back, west side) to be weather resistant exterior boxes.
- Replace whip on outside condenser unit. **\$ 590.00**

HVAC Equipment.

- Furnance A/C not working properly. Service/Clean equipment **\$ 163.00**

Cost of LSWP and Clearance \$ 627.00

Total estimate \$ 11,056.00

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*



10/27/23

Dodge City, Kansas 67801 / 620-253-8231 / Theintegritybuildersllc@gmail.com

ESTIMATE FOR:

Maria Ambriz - 1214 Longbranch

MADE BY:

GERSON GARCIA

PROJECT SCOPE:

Revive The Block

ELECTRICAL TOTAL:

Ground existing service / 3 Exterior outlets / Replace whip on condenser unit

\$2,220.11

HVAC TOTAL:

Service / Clean HVAC System

\$1,927.92

EGRESS WIDOWS:

Cut basement foundation and install 2 egress windows with wells and ladders

\$19,007.23

DOOR & WINDOW REPAIRS:

Storm door hardware repair / Garage door repair / Broken bedroom door replacement / Window pane repairs

\$1,831.92

JOB COMPLETION TOTAL:

\$24,987.18

THANK YOU FOR CONSIDERING INTEGRITY BUILDERS FOR YOUR PROJECT. WE VALUE YOUR BUSINESS!
(COLOSSIANS 3:23)



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 10/31/23
Subject: CDBG Bid Approval
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the attached bid from L.R. Lee Contracting for the renovation of 1208 Longbranch, for the Community Development Block Grant through the Kansas Department of Commerce in the amount of \$10,858.00.

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 four approved contractors on the bidders list.

On October 20, 2023, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1208 Longbranch. The City received a bid from L.R. Lee Contracting and Integrity Builders & Remodelers LLC.

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

Bid Tabulation

App. # _____
Name Donald Melton

Address 1208 Longbranch
Phone 620-2276923

Sewer

1	Replace 160' of sewer and install cleanout at house and 100'
2	
3	
4	

Exterior

5	Brick on porch is failing. Replace brick and restablize porch
6	Back fence gate is sagging. Rebrace gate
7	
8	
9	

Electrical

10	Upgrade service and take mast through roof to gain clearance in back yard
11	Install GFCI in kitchen receptacle
12	
13	
14	

15	
16	
17	

18	
19	

20	
21	

22	
23	

24	
25	
26	

other:

27	
----	--



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

October 27, 2023

CDBG Bid
RE: Don Milton
1208 Longbranch
Dodge City Ks 67801

Material and Labor per bid package info.

Estimate provided to complete work as approved, we will do partial or all as approved.
We will not do work if split among other contractors.

Sewer

- Replace 160' of sewer and cleanout's **\$ 7,511.00**

Porch & gate.

- Partial brick repair on east side and a couple brick in riser area, No other work, caulking or water proofing included in cost. **\$ 1,091.00**

Electrical service upgrade.

- Replace riser through roof, disconnect installed on exterior area of house, GFI plug in kitchen. **\$2,256.00**

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*.



10/27/23		<i>Dodge City, Kansas 67801 / 620-253-8231 / Theintegritybuildersllc@gmail.com</i>	
ESTIMATE FOR:	Donald Melton - 1208 Longbranch		
MADE BY:	GERSON GARCIA		
PROJECT SCOPE:	Revive The Block		
PLUMBING TOTAL:	Replace 160' of sewer and install cleanout at house & 100'		\$12,693.65
ELECTRICAL TOTAL:	Upgrade service take mast through roof / Install GFCI kitchen receptacle		\$3,185.32
EXTERIOR TOTAL:	Brick Porch Repair / Rebrace Fence Gate		\$2,622.09
JOB COMPLETION TOTAL:			\$18,501.06
THANK YOU FOR CONSIDERING INTEGRITY BUILDERS FOR YOUR PROJECT. WE VALUE YOUR BUSINESS! <i>(COLOSSIANS 3:23)</i>			



Memorandum

To: City Commission; CC: City Manager Nick Hernandez

From: Human Resource Specialist, Brandon Roy

Date: November 6th, 2023

Subject: Resolution 2023-35

Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends approval of Resolution

Background: Each non-probationary full-time employee with over one (1) year of service will receive a stipend of \$50.00 per calendar years worked for the City, a benefit adopted in 1998. Each non-probationary regular part-time employee with over one (1) year of service will receive a stipend of \$25.00 per calendar years worked for the City. A cap of \$1,000 after 20 years of service has been established.

City Commission Options:

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

Financial Considerations:

Amount: \$87,256.41

Fund: This is a budgeted item and funds are available.

Budgeted Expense Grant Bonds Other

Legal Considerations: There are no Legal Considerations.

Mission/Values: To provide employees an annual reward benefit for their continued efforts in striving to achieve high performance and service standards set by us and expected by the community.

Attachments: Resolution 2023-35

Approved for the Agenda by: Brandon Roy, Human Resource Specialist

RESOLUTION NO. 2023-35

**A RESOLUTION AUTHORIZING PAYMENT OF 2023 YEAR END RETENTION
STIPEND TO QUALIFIED EMPLOYEES**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

WHEREAS: Taking into consideration the City's financial standing, the Governing Body desires to recognize the dedication and commitment of City employees by a discretionary year end retention stipend, under the guidelines established by Resolution 98-41.

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY THE 6TH DAY OF NOVEMBER 2023.

Michael Burns, Mayor

Attest:

Connie Marquez, City Clerk



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 11/1/2023
Subject: Moderate Income Housing Grant Application
Agenda Item: Resolution No. 2023-36

Recommendation: Staff recommends adoption of Resolution 2023-36, 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 2 grant is due on November 15.

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. 2023-36

RESOLUTION NO. 2023-36

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 Capital Development, 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 Capital Development, 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 Six Hundred Fifty Thousand Dollars (\$650,000).

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 6th of November 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: 11/1/2023
Subject: Kansas Housing Investor Tax Credit
Agenda Item: Resolution No. 2023-37

Recommendation: Staff recommends adoption of Resolution 2023-37, 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 2 grant is due on November 15th 2023.

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. 2023-37

RESOLUTION NO. 2023-37

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 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, in 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 November 2023.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: City Commission & City Manager, Nick Hernandez

From: Daniel Cecil, Parks and Recreation Director

Date: November 6, 2023

Subject: Resolution 2023-38

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of Resolution 2023-38 for Title VI policy for the City of Dodge City for repealing and replacing all other resolutions and policies in conflict.

Background: As a requirement from the Kansas Department of Transportation (KDOT) involving all City programs and activities, staff has reviewed the existing Title VI policy which prohibits discrimination on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The intent of this policy is to repeal and replace any existing policies and renew the existing, comprehensive plan for the City in all departments.

This policy is required for the City to remain in good standing with KDOT, State and Federal Government. It provides a complaint procedure and process for anyone who believes they have been subject to discrimination.

City Commission Options:

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

Financial Considerations: Failure to maintain an appropriate Title VI policy would potentially disqualify the City from receiving Federal funds for programs such as Public Transportation, Federally Highway funds and other funding programs.

Legal Considerations: This policy does not expose the City to any additional liability. It details plan for how discrimination issues will be addressed. The City Attorney has reviewed and approved the resolution and other all other attachments.

Mission/Values: This policy is consistent with the City's core value of making Dodge City the best place to be.

Attachments:

- Resolution 2023-38
- Nondiscrimination Agreement
- Organizational Chart
- Title VI Complaint Procedures
- Title VI Coordinator Responsibilities
- Title VI Complaint Form
- Public Participation Plan
- Limited English Proficiency Plan
- Title VI Policy Notice

RESOLUTION 2023-38
A RESOLUTION OF THE GOVERNING BODY OF
THE CITY OF DODGE CITY, KANSAS ADOPTING A
TITLE VI POLICY

WHEREAS, Title VI of the Civil Rights Act of 1964 [42 U.S.C. §2000d et seq.], states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance

WHEREAS, the intent of Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” (65 FR 50121) is to reduce language barriers and improve access to programs receiving Federal financial assistance, especially by persons who are limited in their English proficiency; and,

WHEREAS, the City of Dodge City, Kansas (“City”) is a recipient of Federal financial assistance through the Public Transportation Program and other City programs, and is therefore obligated to have policies in place to adhere to Title VI and Executive Order 13166; and,

WHEREAS, a broad cross section of community members has begun using public transportation services, driving dramatic increases in ridership numbers; and,

WHEREAS, our community residents include people from more than twenty (20) nations, with recent immigrants sometimes needing access to interpreters and translated documents; and,

WHEREAS, the City departments Administration and Human Resources, as well as the Kansas Department of Transportation, have reviewed and approved the attached documents; and,

WHEREAS, these Title VI, Limited English Proficiency and Public Participation plans are consistent with the intent and actions already followed by the City of Dodge City.

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

- 1) The City hereby adopts a compliance policy and procedure governing complaints associated with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.
- 2) Related Documents - Policy documents shall be kept and updated from time to time as needed by the Title VI Coordinator and will include:
 - a. Title VI Complaint Procedures
 - b. Title VI Policy Notice
 - c. Limited English Proficiency (LEP) Plan
 - d. Title VI Coordinator Responsibilities
- 3) The Human Resource Director for the City will serve as the Title VI Coordinator as called for in said policy documents.

- 4) A Public Transportation Advisory Committee is hereby established and shall be a subcommittee of the Parks and Recreation Advisory Committee.

ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas on November 6, 2023.

Michael Burns, Mayor

ATTEST:

Connie Marquez, City Clerk

Nondiscrimination Agreement
Population Under 100,000

Kansas Department of Transportation
And Recipient Policy Statement

The City of Dodge City, hereinafter referred to as the “Recipient”, assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms “programs and activities” to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s (Name of person/division), is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

Signature

Title

Date

Title VI Program Organization and Staffing

Pursuant to 23 CFR 200, the City of Dodge City has designated a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for the City of Dodge City's Title VI Program, including an organizational chart illustrating the level and placement of Title VI responsibilities.

Assurances 49 CFR Part 21.7

The City of Dodge City hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, sex, disability, age or low-income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - a. List all major programs and activities of the recipient and Title VI responsibilities for each of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e., lands change to roadways, park and ride lots, etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient by the Kansas Department of Transportation (KDOT) under the federally-funded program is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation

and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of the Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over and under property acquired, or improved under a federal aid program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of federal funds.
2. The grant or donation of federal property and interest in property.
3. The detail of federal personnel.
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient.
5. Any federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Recipient shall:

1. Issue a policy statement, signed by the head of the Recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by KDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the Recipient shall be held responsible for implementing Title VI requirements.

3. Designate a civil rights coordinator who has a responsible position in the organization and easy access to the head of the Recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The civil rights coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date of the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to KDOT's Office of Civil Rights Compliance (OCRC) within 10 days of the date the complaint was received by the Recipient.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Recipient.
7. Conduct Title VI reviews of the Recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by KDOT Office of Civil Rights Compliance.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a. The date of alleged act of discrimination; or
 - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as KDOT or USDOT.
5. The Recipient will advise KDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to KDOT:
 - a. Name, address, and phone number of the complainant.
 - b. Name(s) and address(es) of alleged discriminating official(s).
 - c. Basis of complaint (i.e., race, color, national origin, or sex)
 - d. Date of alleged discriminatory act(s).
 - e. Date of complaint received by the recipient.
 - f. A statement of the complaint.

Sanctions

In the event the Recipient fails or refuses to comply with the terms of this agreement, KDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part.
2. Refrain from extending any further assistance to the Recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

**KANSAS DEPARTMENT
OF TRANSPORTATION:**

Signature

Civil Rights Administrator
Title

Date

Name of Recipient:

Signature

Title

Date

Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to KDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor

may request KDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Kansas will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation KDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d – 4) does hereby remise, release, quitclaim, and convey unto the state of Kansas all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Kansas, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Kansas, its successors, and assigns.

The state of Kansas, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Kansas, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Appendix 3

The following clauses shall be included in all transportation related deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

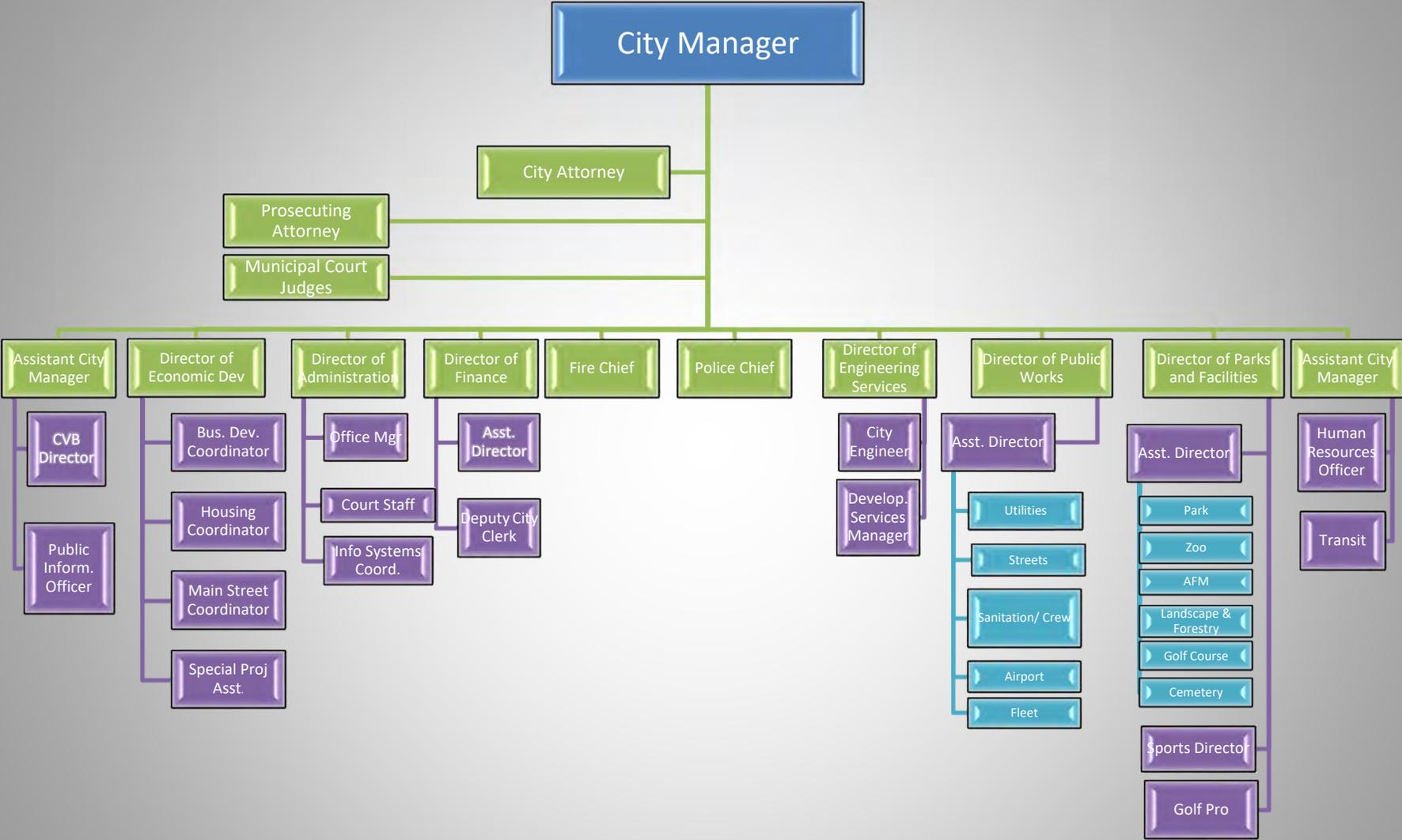
That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Kansas Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

City of Dodge City Administration Organizational Chart 2023



TITLE VI Complaint Procedures For Dodge City Public Transportation Program

Title VI Complaint Procedure: The following pertains only to the Title VI complaints regarding the services of Dodge City's Public Transportation Program.

Title VI of the Civil Rights Act of 1964 {42 U.S.C. S2000d et seq.}, states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Dodge City Public Transportation Program has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III of the Federal Transit Administration Circular 4702. 1B, dated October 1, 2012. If you believe that the Dodge City Public Transportation Program has violated your civil rights on the basis of race, color, or national origin, you may file a written complaint by the following the procedure outlined below.

1. Submission of Title VI Complaint

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color or national origin has been excluded from or denied the benefits of or subjected to discrimination caused by the Dodge City Public Transportation Program, may file a written complaint with the Supervisor the Public Transportation Program. A sample complaint form is available for download at www.dodgecity.org/PublicTransportation and is available in hard copy at the offices of Dodge City Public Transportation. Upon request, Dodge City Public Transportation will mail the complaint form. **Such complaints must be filed within 180 calendar days after the date the discrimination occurred.**

***Note:** Assistance in the preparation of any complaints will be provided to a person or persons upon request and as appropriate. If information is needed in another language, then contact the supervisor of the Public Transportation Program at 620-225-8119, or by email title.vi.complaint@dodgecity.org, or visit our administrative office at 806 N. Second Avenue, Dodge City, KS 67801.*

Complaints may be emailed to title.vi.complaint@dodgecity.org, or may be mailed to or Submitted by hand to:

Title VI Coordinator
City of Dodge City
806 N. Second Avenue
P.O. Box 880
Dodge City, KS 67801

2. Referral to Review Officer

Upon receipt of the complaint, the Supervisor of the Public Transportation Program shall Appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. If necessary, the Complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 calendar days after the date the agency received the complaint. If more time is required, the Supervisor of the Public Transportation Program shall notify the Complainant of the estimated timeframe for completing the review. Upon completion of the review the staff review officer(s) shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the Dodge City Public Transportation program's processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the Supervisor of the Public Transportation Program for

concurrence. If the Supervisor concurs, he or she shall issue the Dodge City Public Transportation program's written response to the Complainant. This final report should include a summary of the investigation, all findings with recommendations, or corrective measures where appropriate.

Note: Upon receipt of complaint, Dodge City Public Transportation Program shall forward a copy of this complaint and the resulting written response to the appropriate KDOT and FTA Region 7 Contacts.

3. Request for Reconsideration

If the Complainant disagrees with the Supervisor of the Public Transportation Program's response, he or she may request reconsideration by submitting the request, in writing, to the Supervisor within 10 calendar days after receipt of the Supervisor's response. The request for consideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the Supervisor. The Supervisor will notify the Complainant of his or her decision in writing either to accept or reject the request for reconsideration within 10 calendar days. In cases where the Supervisor agrees to reconsider, the matter shall be returned to the staff review officer(s) to reevaluate in accordance with Section 2 above.

4. Appeal

If the request for reconsideration is denied, the Complainant may appeal the supervisor's response by submitting a written appeal to the City Manager of Dodge City, no later than 10 calendar days after receipt of the Supervisor's written decision rejecting reconsideration. The City Manager will make a determination to either request reevaluation by the staff review officer(s) or forward the complaint to KDOT for further investigation.

5. Submission of Complaint to the State of Kansas Department of Transportation

If the Complainant is dissatisfied with the Dodge City Public Transportation Program's resolution of the complaint, he or she may also submit a written complaint to the State of Kansas Department of Transportation (KDOT) for further investigation. The submission of complaint must be received by KDOT within 180 days after the alleged date of discrimination, or 10 calendar days after receipt of the written decision rejecting reconsideration or appeal, whichever is later. Complaints submitted to KDOT should be mailed to:

KDOT Office of Civil Rights Compliance
Eisenhower State Office Building
700 Southwest Harrison
3rd Floor West
Topeka, KS 66603

The Complainant may also file a complaint directly with the Federal Transit Administration, at:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

City of Dodge City
Title VI Coordinator Responsibilities

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring the City's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by the City.
2. Collect statistical data (race, color, sex, age, disability or national origin) of participants in and beneficiaries of federally funded programs, as well as affected citizens and impacted communities.
3. Conduct annual Title VI reviews to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid contracts administered through the City.
5. Review City program directives in coordination with Title VI liaisons for special emphasis program areas (e.g. Public Transportation). Where applicable, include Title VI language and related requirements.
6. Conduct training programs on Title VI and other related statutes for City employees.
7. Prepare a yearly report of Title VI accomplishments and goals, as required.
8. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
9. Conduct post-grant approval reviews of City programs and applicants, for compliance with Title VI requirements.
10. Identify and eliminate discrimination.
11. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

City of Dodge City Title VI Complaint Form

Section I:

Name:

Address:

Telephone (Home): _____ Telephone (Work): _____

Email Address:

Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other (specify)	

Section II:

Are you filing this complaint on your own behalf?	Yes*	No
---	------	----

**If you answered "yes" to this question, go to Section III.*

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes	No
---	-----	----

Section III:

I believe the discrimination I experienced was based on (check all that apply):
 Race Color National Origin

Date of Alleged Discrimination (Month, Day, Year): _____ Time: _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional pages.

Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency: _____		
<input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____		
<input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
Section VI		
Name of agency this complaint is against:		
Contact person:		
Title:		
Telephone number:		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

Signature _____

Date _____

Please submit this form in person at the address below, or mail this form to:

Title VI Coordinator
City of Dodge City
806 N. Second Avenue
P.O. Box 880
Dodge City, KS 67801

Dodge City Public Transportation Program Public Participation Plan (PPP)

1. Brief description of **Provider's activities and services**

Dodge City Public Transportation serves Dodge City and Ford County, Kansas. Currently, D-Tran Fixed Route bus service consists of three bus routes and 55 designated stops located throughout Dodge City. Buses arrive at each stop every hour on the hour from **6:00 am to 6:00 pm**, Monday through Friday. Para-Tran is a door-to-door paratransit service available for persons who, because of a disability, are unable to use the D-Tran Fixed Route Bus Service. The Para-Tran service area is within $\frac{3}{4}$ mile of D-Tran routes. R-Tran is for Regional Demand Response service outside the $\frac{3}{4}$ mile Para-Tran zone, and up to 2 miles beyond the city limits.

2. Brief description of activities that would warrant public participation (i.e. fare changes, changes to service hours, route adjustments, service area changes).

This change will warrant public participation as we have added a Fixed Bus Route Service to our Public Transportation program and could expect some changes which are listed below:

- Adjustments of routes
- Determining location of bus stop
- Changes in Fares or Discounts
- Hours of operation
- Determine eligibility for parallel Paratransit/Demand Response service for persons Unable to use Fixed Route buses.

3. Brief description of the proactive public participation strategies to be used.

Public Participation will be enabled through the following processes:

- Creation of a Public Transportation Advisory Committee-

Purpose- This committee is intended to provide a structured and regular mechanism for gathering input from and reporting out to the various population groups that make up our community and our ridership. The committee might be given responsibility for approving such things as program policies and strategic plans and might also be given responsibility for making recommendations to the governing bodies which must approve budgets and service changes.

Frequency and Time of Meetings- This Advisory Committee will meet no less than twice annually, but more often as major changes or issues are being considered and implemented. The meetings will be held in a time, place, and manner which most benefit the members of the committee (e.g., meetings might be held in evening hours to be inclusive of those who cannot attend because of daytime work and school schedules: childcare might be provided so that parents of young children might be able to attend).

Membership- on this committee will be intentionally structured to include representation of each major population group or group with particularly important perspectives. For example, the Advisory Committee should have representatives from groups such as:

- Persons aged 65 and older
- Persons with Disabilities
- Hispanics- as this group makes up the majority of our population, multiple members might represent diversity within this population group (e.g., business owners, elderly Hispanics, Non-English speaking persons parents and their children, recently immigrated workers)

- Caucasian and other population groups should be represented similarly to what is described above for Hispanics
- Students (which might include Community College, High School, or Middle School)
- Major employers (e.g., Cargill, National Beef, Western Plains Regional Hospital)
- Recent Immigrant Groups (e.g., persons from Somalia)

- Neighborhood-based Public Meetings

Purpose- When establishing bus stops or making substantive changes in our services, community input should be gathered from those most directly influenced by the decisions, at the point at which they are most likely to attend and offer input.

Time, Frequency and Methodology- These meetings will be held on an as-needed basis and will be open to the public. They will be held in locations where neighborhood or population groups normally gather, and at a time most convenient to the group whose input is sought. Where appropriate, simultaneous translation will be provided to be inclusive of non-English speakers. We will also utilize visuals such as GIS maps to more effectively convey information and gather hands-on input (e.g., about bus stop locations).

- Use of social media and Online Participation Methods

Purpose Because participation preferences are changing among some population groups, we will consider disseminating information and gathering input through such mechanisms as Facebook, Twitter, and Online Participation methods. This could include posting relevant information on agency website and including methods for submitting public comments.

- Employ Public-Friendly Methods for Engaging Groups

- Employ visual techniques, when possible, **to depict the agency's activities/materials to the public (i.e., charts, graphs, photo interpretation, maps, use of GIS, artist's renderings, physical models)**
- Utilize a variety of advertising platforms (i.e., newspaper, notices on public transportation vehicle, faith-group or neighborhood newsletters or meetings, social media, website, local radio, and cable television)

4. Brief description of Outreach methods to engage minority and Limited English Proficiency (LEP) individuals (i.e. translation of public meeting materials, providing translation services if requested, targeted media messages in low income neighborhoods of service area, work with existing neighborhood and advocacy organizations).

Spanish speakers who speak English **"less than very well"** make up **23% of Dodge City's population and meet the Threshold for LEP.**

- All Public Transportation Program materials will be made available in Spanish as well as English, including all Title VI materials and everything on our website.
- Public Meetings held in English will also have a Spanish speaking co-facilitator who can translate should this be necessary
- Public Meetings will be held in Spanish at a different time and location so that the large number of Spanish speakers in our community can easily participate. An English-speaking co-facilitator will be present who can translate should this be necessary.
- Participation in **Cargill's Monthly employee Engagement meetings which include representatives of the various population and language groups** will provide us access to representatives of many of the 23 nationalities employed at Cargill and will alert us to new population groups coming into the community of which we might not be aware. For example, previous waves of new employees were coming from Guatemala and El Salvador. The most recent new employees recruited to work at Cargill are largely from Somalia and Sudan.

- We will seek to identify, and gain the trust of, **at least one person in each of the different “communities” within our very diverse and multinational population.** We will seek the aid of that person in setting up a meeting in which this group can receive information from the Public Transportation Program and can also provide effective input to the Program. It is expected that this contact can help in translating between English and the preferred language or dialect of the community. This method will allow us to better serve and understand the needs of LEP populations whose numbers do not rise to the threshold requiring translation of all documents into their preferred language or dialect.
- We will seek input and collaboration from organizations which come into frequent contact with LEP persons in our community. Examples of such organizations are:
 - Multicultural Committee of the Chamber of Commerce which has contacts among Hispanic and other business leaders.
 - Mexican American Ministries and Catholic Social service come into frequent contact with LEP individuals through the various services and programs they provide.
 - Faith Based Organizations whose membership speaks a language other than English
 - **Dodge City’s Cultural Affairs Advisory Board has the mission of promoting understanding and communication throughout Dodge City’s diverse population.**
- When requested, we provide assistance in Spanish by utilizing our Spanish speaking staff, including some Drivers and Dispatchers. When persons seek assistance in languages other than Spanish, we will utilize the online and telephone interpreter and translation services of Language Line Solutions at www.language.com.

5. Brief description of the **desired outcomes of the agency’s public participation efforts.**

Desired outcomes of the agency’s public participation efforts:

- The Public Transportation Program will have an improved understanding of the transportation needs and preferences of each stakeholder group
- Direct feedback regarding the quality and effectiveness of the Public Transportation services being provided will give us the necessary information to improve the quality and effectiveness of our program
- High quality and timely feedback from the public will help the Public Transportation Program achieve more effective and efficient services.
- Enhanced awareness throughout the community of the services provided by the Public Transportation Program will help overcome objections and misunderstandings, increase utilization of our services, and build community-wide support for the program.
- Greater acceptance of changes (e.g., placement of bus stops in neighborhoods) because the public has been consulted and helped shape the changes.
- A well-informed public effectively engaged with development of the Public Transportation Program will become advocates for the program with public officials as they consider annual budgets and program changes.
- Effectively engaging targeted population groups will help assure the Public Transportation Program is providing full and open access to all.

6. Brief summary of recent outreach efforts over the past three years.

Breakthrough Team (200-2012) - With help from KDOT and their consultants, a Breakthrough Team was brought together from 2010-2012 to create breakthroughs in expanding Public Transportation programs in Dodge City and Ford County. The Breakthrough Team included representation from the following groups.

- City of Dodge City
- Cargill, Western Plains Medical Center, National Beef (major employers)
- Ford County Government
- Ford County Council on Aging
- Dodge City Community College

- Dodge City/Ford County Economic Development Corporation
- Dodge City Medical Center
- Dodge City Parks & Recreation
- Boot Hill Casino and Convention Center

Public Meetings (2011-Present) – As Public Transportation Program service changes were being considered, a variety of public meetings were held to gather input from all stakeholder group throughout the community.

Locations of those meetings included:

- North High Rise (affordable housing location)
- South High Rise (affordable housing location)
- Dodge City Public Library (community meeting room)
- Other Housing Complexes
- Community Center gatherings and gatherings at Senior Center (e.g., monthly Potluck Dinners held at community centers and morning coffee groups at Senior Centers) throughout Ford County as well as in adjacent Gray, Clark, and Edwards counties, including:
 - Ford County towns – Dodge City, Wright, Spearville, Ford, Bucklin, Bloom, Kingsdown
 - Clark County towns - Minneola, Ashland
 - Edwards County towns - Kinsley
 - Gray County towns – Cimarron, Copeland, Ingalls, Ensign, Montezuma

Stakeholder Groups participating included:

- Various Age Groups – Senior Citizens, Youth, Working Age
- Persons with Disabilities
- Faith Communities
- Community Service Volunteers
- Social Service Agencies
- Employers
- Elected Officials
- Entertainment Venues
- Educational Institutions
- Participants in English as a Second Language Programs
- Housing Communities
- Public Transportation Users
- Various Population Groups – Hispanics, African Americans, Caucasians, non- English speakers, Recent Immigrants

Fixed Route Survey (2013) – In an effort to gather data regarding the potential implementation of a Fixed Route Bus Service in Dodge City and immediate surrounding area, we conducted a written survey in which we gathered nearly 1,000 surveys from a broad spectrum of the community. Survey was available in English and Spanish.

Stakeholder Groups participating included:

- Population (age 60+)
- Middle School Students and Staff
- High School Students and Staff
- Community College Students and Staff
- Adult Learning Center Students and Staff
- Alternative High School Students and Staff
- Current Users of Dodge City Public Transportation services

- Persons with Disabilities
- Participants in English Language Learner programs
- Working Age Population
- Volunteers (including those who volunteer to provide rides to persons in need of transportation)
- Affordable Housing Communities
- Persons gathering at Friendship Feast (local soup kitchen offering free lunch each weekday)
- Various Population Groups – Hispanics, African Americans, Caucasians, non-English speakers, Recent Immigrants

Local Newspaper Articles and Advertisements - Approximately 10 newspaper articles in three Ford County newspapers have covered various dimensions of the Public Transportation Program. Display Ads are placed weekly in the Dodge City Daily Globe newspaper, and less often in the Spearville News and the Bucklin Banner weekly newspapers.

Radio Interviews - 30-minute radio interviews with the Mobility Manager have been conducted on two separate occasions in the Community News program at local radio station KGNO 1370. These were done to spread awareness of the Dodge City Public Transportation Program, and to disseminate information about upcoming changes.

Limited English Proficiency (LEP) Plan Dodge City Public Transportation

The intent of Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency” (65FR 50121) is to reduce language barriers and improve access to programs receiving federal funds, especially by persons who are limited in their English proficiency. As a federally funded program, the Dodge City Public Transportation Program will identify barriers to LEP individuals and implement a language assistance plan which will reduce language barriers and enhance access to our services by persons with Limited English Proficiency.

Four Factors Analysis for Dodge City and Ford County

1. Number and Proportion of LEP individuals who can utilize the service provided by Dodge City Public Transportation.

Information obtained from the American Community Survey (ACS) 2020 shows the Limited English Proficiency (LEP) Population Groups residing in Ford County. All of the following information comes from the ACS 2020 survey. The 6,565 **Spanish speakers who speak English “less than very well” represent 21%** of the Ford County population and meets the criteria for providing written translations of all materials. There are an additional 349 people who **speak nine different languages and English “less than very well”, but as each is a small number none of those fit the** criteria requiring written translations of materials. We do, however, encounter these persons as we provide Public Transportation services, and our LEP Plan is developed with them in mind as well as the many Spanish speakers.

2. Identify the frequency in which LEP individuals come into contact with our Public Transportation Program.

Spanish speakers with limited English proficiency make up 21% of the Ford County population. Hispanics (both those who speak English very well and less than very well) made up approximately 40% of our ridership. We know from experience that many have limited English proficiency.

While no other population or language group meets the LEP threshold for mandatory translation of all materials, we do encounter many individuals with limited English proficiency. Two large beef processing plants employ about 6,000 workers and recruit internationally to fill these positions. Many new immigrants with limited English proficiency come to our community for these jobs, and many choose to ride our buses.

3. Identify the importance of our Public Transportation service to the LEP community.

As new immigrants to the United States, and new job holders in our community, many LEP individuals have neither **driver’s licenses nor cars. They are very public transit dependent. As time passes, many of these individuals** acquire cars or at least a network of friends with whom they can carpool. Even then they may be transit dependent because a family (2 adults plus children) might have just one car. In such cases, either one adult might need public transportation to get to work, or the other adult and children might need public transportation for shopping and medical appointments. Both data and anecdotal evidence tells us that public transportation is very important to the LEP community.

4. Identify resources available for assisting LEP individuals and the respective costs of these resources.

Resources for Spanish Speakers: Spanish is the most common language spoken by our LEP population and meets the Title VI threshold requiring that translations be available in Spanish. Therefore, we have developed a number of different resources.

- Translations: All essential documents are available in English and Spanish, including:
 - Passenger Policies and Guidelines
 - All notices posted on buses

- Title VI Notice, Complaint Form and Complaint Procedures

Cost: For documents containing complex language requiring high level Spanish – English proficiency, we utilize the services of a professional translator who charges 11 cents per word plus \$25 per hour of translation work. For brief, simple notices posted on buses, we utilize bilingual staff at City Hall. While there is a cost (staff time), the Public Transportation Program is not billed for this work.

- Bilingual Staff: Three of our full-time drivers are bilingual in English and Spanish. When communication difficulties arise, other drivers use cell phones to get the assistance from the bilingual driver. When **recruiting new drivers our job advertisement notes that ‘bilingual skills are strongly preferred but not required’**. We contract with Finney County Transit to provide Dispatch services, so they encounter each of the LEP clients when reservations are taken. FIT has one dispatcher who is bilingual and utilize various other resources for understanding LEP clients.

Cost: Bilingual staff members in Dodge City are paid up to 7% over base salary because of this important skill. There is also a cost in terms of the time these staff members spend dealing with communication difficulties encountered by staff members who do not have bilingual skills. Finney County Transit bills us (and KDOT) for all the extra time it takes to work with LEP clients due to communication difficulties. However, there is no way to know what portion of the cost is related to communication with LEP clients.

- “Basic Spanish for Transit Employees”: To provide an additional resource for our drivers we will provide **each driver, and place in each bus a copy of small book “Basic Spanish for Transit Employees”**. We will train drivers utilizing the accompanying training DVD. Finney County Transit provides this resource for Dispatches.

Cost: each book costs \$4.50 and training video costs \$7.

Resources for Speakers of other Languages: because we have 349 persons who speak nine different languages (neither English nor Spanish) we have identified a resource we can utilize to assist when working with these clients.

- Pay as You Go Personal Interpreter Service: An additional resource we can utilize for simultaneous telephone translation in any language is the Pay- as-You-Go Interpreter Service provided by Language Line (www.language.com). When an LEP client calls our office (or Dispatch), this service can be utilized by calling their number and asking for a specific language interpreter. The interpreter joins in a 3-way telephone conversation and provides simultaneous translation between the caller and our staff. This resource can be especially valuable with LEP clients who speak a language other than Spanish, because we have no staff members who speak languages such as Arabic, Somali, or Laotian. It is possible to have documents translated if needed.

Cost: \$3.95 per minute which KDOT has determined can be charged to the 5311 grants as an operating cost.

Limited English Proficiency Plan

Identified LEP Individuals **Table 1 contains information about Ford County’s LEP populations.** Spanish is the only language group which meets the threshold to require written translations of all documents.

Language Assistance Measures In order to meet the needs of all LEP populations we will take the following steps.

For LEP Spanish Speakers: We will take the following actions:

- Translate all documents into Spanish, utilizing City Hall staff when possible and hiring professional translators when necessary. This includes:

- Passenger Policies and Guidelines
- All notices posted on buses
- Title VI Notice, Complaint Form, and Complaint Procedures
- Use Google Translate to enable our website to be translated and presented in Spanish.
- Make every effort to recruit and hire bilingual staff who speak Spanish
- Provide each driver, and place in each bus, **a copy of “Basic Spanish for Transit Employees,” and utilize the training video in training all drivers.**
- Work with Finney County Transit to assure that Dispatchers can work effectively with LEP Spanish Speakers.
- Utilize Pay-As You-Go Personal Interpreter and Translation Service (www.language.com) when necessary.

For LEP Speakers of Other Languages:

- Use Google Translate to enable LEP individuals to translate our Website information into their native language.
- Utilize Pay-As-You-Go Personal Interpreter and Translation Service (www.language.com)
- **Utilize “I Speak” cards (see attached) to help identify the language being spoken by our LEP client,** recognizing that our only resource for helping them will be the Pay-as-You-Go Personal Interpreter service. Many times, they will bring another member of their language community who speaks English well and who can help interpret for us.

Training Staff – Identify how agency staff will be trained in utilizing language assistance measures.

- **Our Drivers will be trained in using the “Basic Spanish for Transit Employees” by utilizing the training video** which accompanies the resource.
- Our Administrative Staff will be trained in how to utilize the Pay-As-You-Go Interpreter service.
- We will collaborate with Finney County Transit to assure that Dispatch staff has the skills needed to meet the communication challenges with all LEP language groups.

Providing Notice - Identify how Dodge City Public Transportation will provide notice of the LEP plan and the Title VI procedures.

- LEP Plan will be posted on Dodge City Public Transportation website.
- LEP Plan will be provided to any person or agency requesting a copy.
- The person to contact in regard to the LEP plan is Brenda Cecil-Martinez, Public Transportation Supervisor, and can be reached at 620-225-8119 or brendam@dodgecity.org
- **On our website we will post “If a Complaint Procedures posted on this website”**

Monitoring and Updating LEP Plan - Dodge City Public Transportation Program will take the following actions to monitor and update the LEP Plan:

- At a minimum, our agency will update the LEP Plan every three years as required by the Title VI update schedule.
- We will examine the LEP Plan annually as new drivers are being hired and trained in order to assure we are carrying out the plan to the fullest extent.
- If large number of LEP individuals present us with new challenges (e.g. a new language is introduced into the community), we will examine the LEP Plan to determine if any changes might be necessary, or any resources might be utilized which we had not known about previously.

Notifying the Public of Rights Under Title VI **City of Dodge City, Kansas**

- The City of Dodge City, Kansas, operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Dodge City.
- For more information on Dodge City's civil rights program, and the procedures to file a complaint, contact the Human Resource Department at 620-225-8100 or email title.vi.complaint@dodgecity.org; or visit our administrative office at 806 N. Second Avenue, Dodge City, Kansas 67801. For more information, visit www.dodgecity.org/TitleVI
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
 - If information is needed in another language, contact 620-225-8160.
 - Si se necesita información en otro idioma, comuníquese con 620-225-8160.

Notificación al Público de los Derechos Bajo el Título VI **Cuidad de Dodge City, Kansas**

- La Ciudad de Dodge City, Kansas, opera sus programas y servicios, sin distinción de raza, color u nacionalidad, de acuerdo al Título VI de la Ley de Derechos Civiles. Cualquier persona que cree o que ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con la Ciudad de Dodge City.
- Para obtener más información sobre el programa de derechos civiles de la Ciudad de Dodge City y los procedimientos para presentar una queja, comuníquese con el Departamento de Recursos Humanos al 620-225-8100 o por correo electrónico: title.vi.complaint@dodgecity.org; o visite nuestra oficina administrativa en 806 N. Second Avenue, Dodge City, Kansas 67801. Para obtener más información, visite: www.dodgecity.org/TitleVI
- Un demandante puede presentar una queja directamente con la Administración Federal de Tránsito (Federal Transit Administration) mediante la presentación de una denuncia ante la Oficina de Derechos Civiles (Office of Civil Rights), atención: Title VI Program Coordinator, East Building, 5th Floor TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
- Si necesita información en otro idioma, comuníquese al 620-225-8160.
- If information is needed in another language, contact 620-225-8160.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nathan Littrell, Planning & Zoning Administrator

Date: November 6, 2023

Subject: Ord. No. 3805

Agenda Item: Ordinances and Resolutions

Purpose: The applicant wishes to rezone this property to C-2 Commercial Highway to allow for a telecommunication tower to be constructed. The proposed tower will be 100 feet in height. Telecommunication towers are only allowed in C-2, I-1 and I-2 zones with a Conditional Use Permit.

Recommendation: The Planning Commission conducted a Public Hearing on October 10, 2023. There were concerns expressed about the proximity to the downtown and historical district. The Planning Commission voted 3-1 to recommend approval of the proposed rezoning, stating that despite some concerns, there were no apparent viable alternatives that would address the gaps in cellular coverage. The Planning Commission also voted 3-1 to approve a Conditional Use Permit for the tower contingent upon adoption of this rezoning ordinance. It is City Staff's recommendation to approve this rezoning ordinance.

Background: The applicant recently leased this property with the intent to construct a 100 feet cellular tower in order to address a coverage gap in the central part of the community for T-Mobile. It was the applicant's determination that this location provided the best means of filling their coverage gap and that it was the least obtrusive location in the downtown area. They provided a letter from an engineer stating that this type of monopole tower essentially requires no fall zone – that they extremely rarely fail and that when they do, they collapse on themselves. The applicant indicated a desire to collocate other providers on the same tower.

City Commission Options:

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

Financial Considerations: None

Legal Considerations: Federal Regulations and State Statutes give cellular companies a considerable amount of leeway in locating towers in order to fill coverage gaps. Unless a local authority has substantial justification for rejecting a location, it subjects the local authority to the strong likelihood of litigation. The applicant has already filed a complaint with the FCC and has indicated intention to pursue the complaint in the instance this location is not approved.

Mission/Values: Approving this rezoning ordinance will allow for improved cellular service and coverage for the community.

Attachments: Ordinance #3805, Zoning Map, Coverage Maps, Letter

ORDINANCE NO. 3805

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY LOCATED AT 706 THIRD AVENUE, A PORTION OF LOT 1 OF ORIGINAL TOWNSITE OF DODGE CITY, FORD COUNTY, KANSAS, FROM C-1 COMMERCIAL DOWNTOWN TO C-2 COMMERCIAL HIGHWAY.

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

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

A tract of land in Lot 1, Block 19, Original Townsite of Dodge City, Ford County, Kansas described as follows:

Beginning 140 feet North of the Southwest corner of Lot 1, Block 19, Original Townsite; Thence North 60 feet; Thence East 117 ½ feet; Thence South 60 feet; Thence West 117 ½ feet to the place of beginning, according to the recorded Plat thereof;

And

East 58 feet, 9 inches of the North 100 feet of Lot 1, Block 19, Original Townsite, according to the recorded Plat thereof.

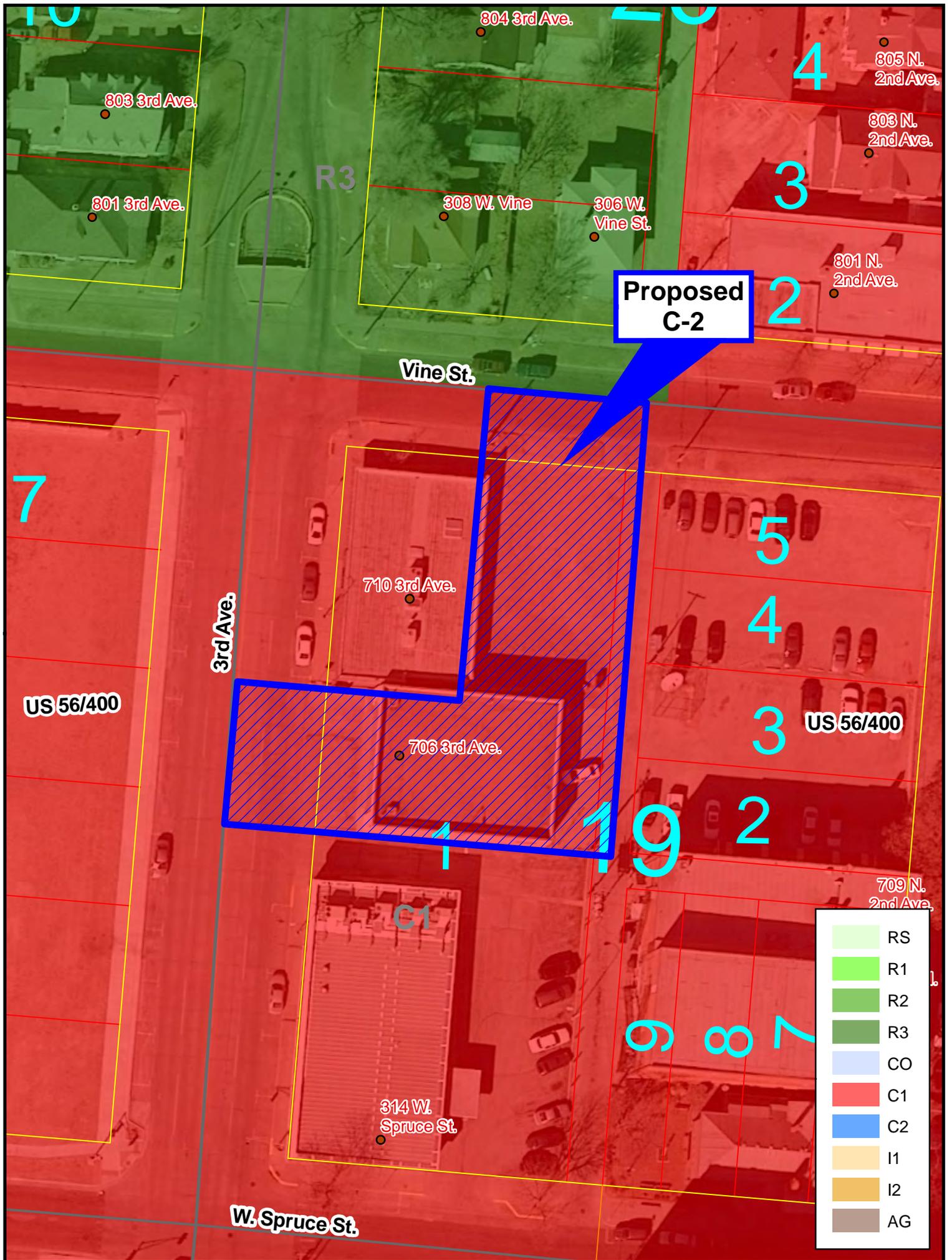
SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

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

MICHAEL BURNS, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



**Proposed
C-2**

	RS
	R1
	R2
	R3
	CO
	C1
	C2
	I1
	I2
	AG

Vine St.

3rd Ave.

W. Spruce St.

US 56/400

US 56/400

803 3rd Ave.

801 3rd Ave.

804 3rd Ave.

308 W. Vine

306 W. Vine St.

805 N. 2nd Ave.

803 N. 2nd Ave.

801 N. 2nd Ave.

710 3rd Ave.

706 3rd Ave.

314 W. Spruce St.

709 N. 2nd Ave.

C1

9 8 7

7

5

4

3

2

1

1

9

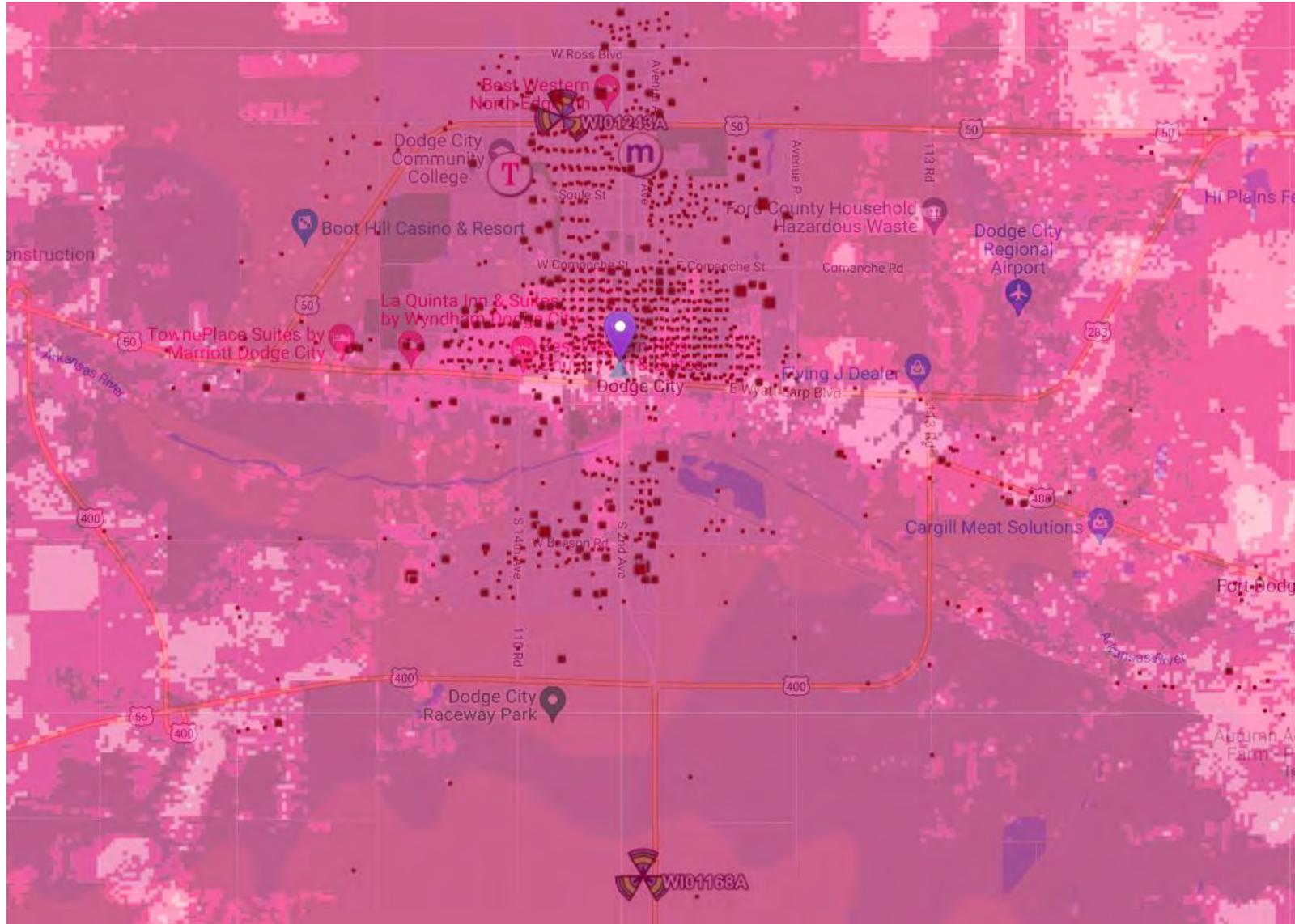
R3

2

3

4

4G (LTE) Coverage Before WI01582B



Live Population

- 1 - 50
- 50 - 200
- 200+

TMO Existing Stores

TMO Pipeline Stores

MBTM

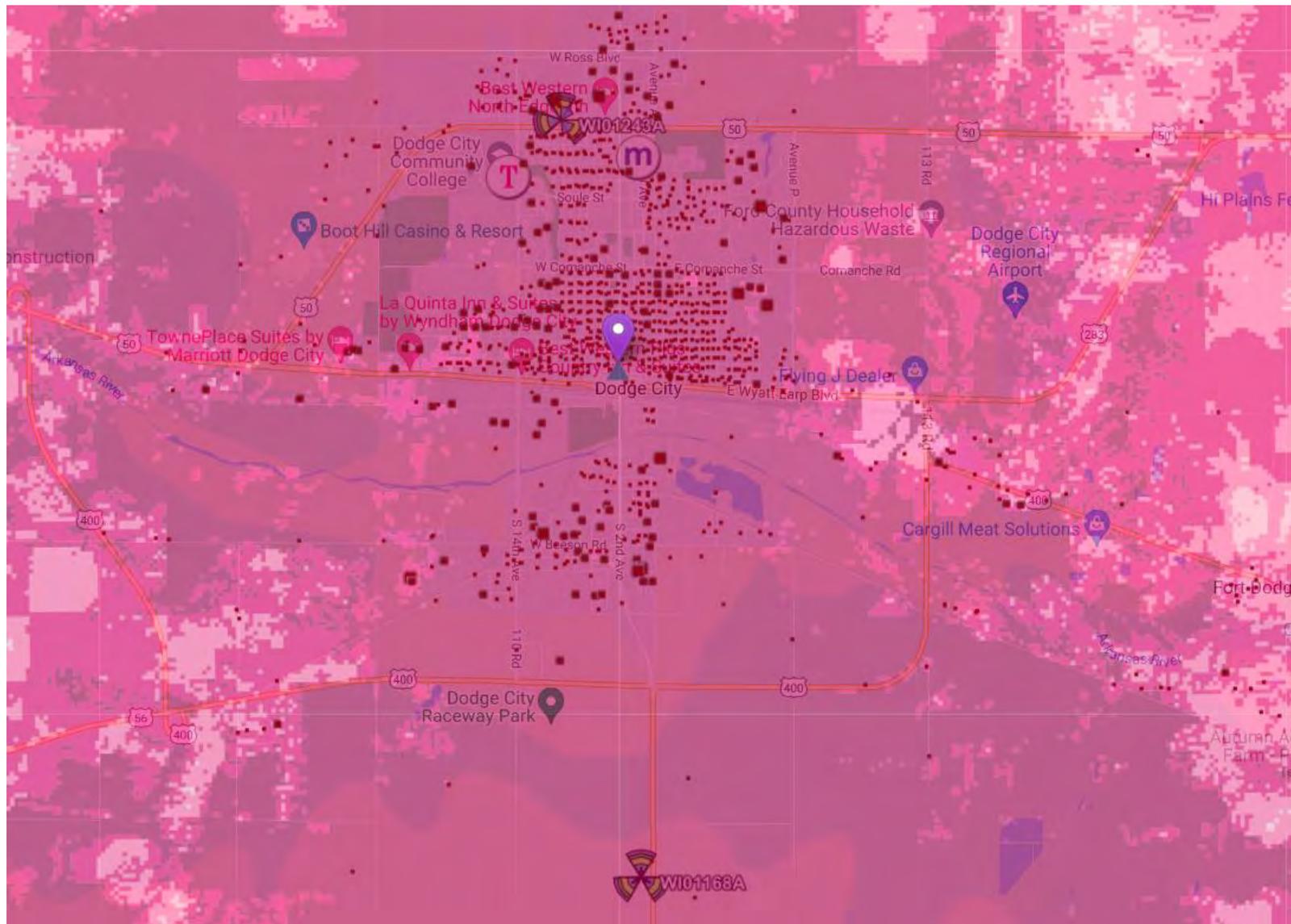
IBC

IBR

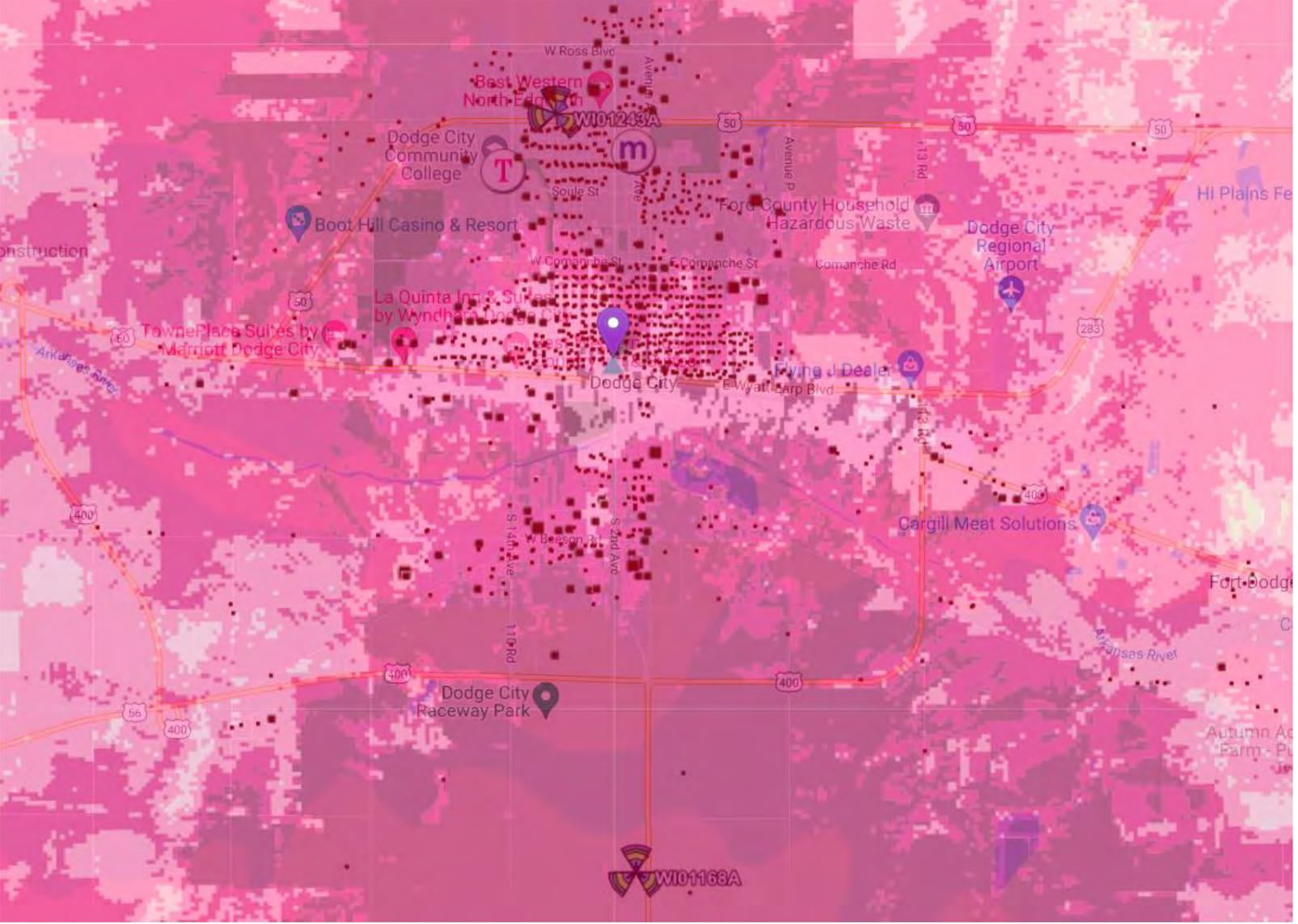
In-Vehicle

Outdoor

4G (LTE) Coverage With WI01582B



5G (NR) Coverage Before WI01582B



Live Population

- 1 - 50
- 50 - 200
- 200+

TMO Existing Stores

TMO Pipeline Stores

MBTM

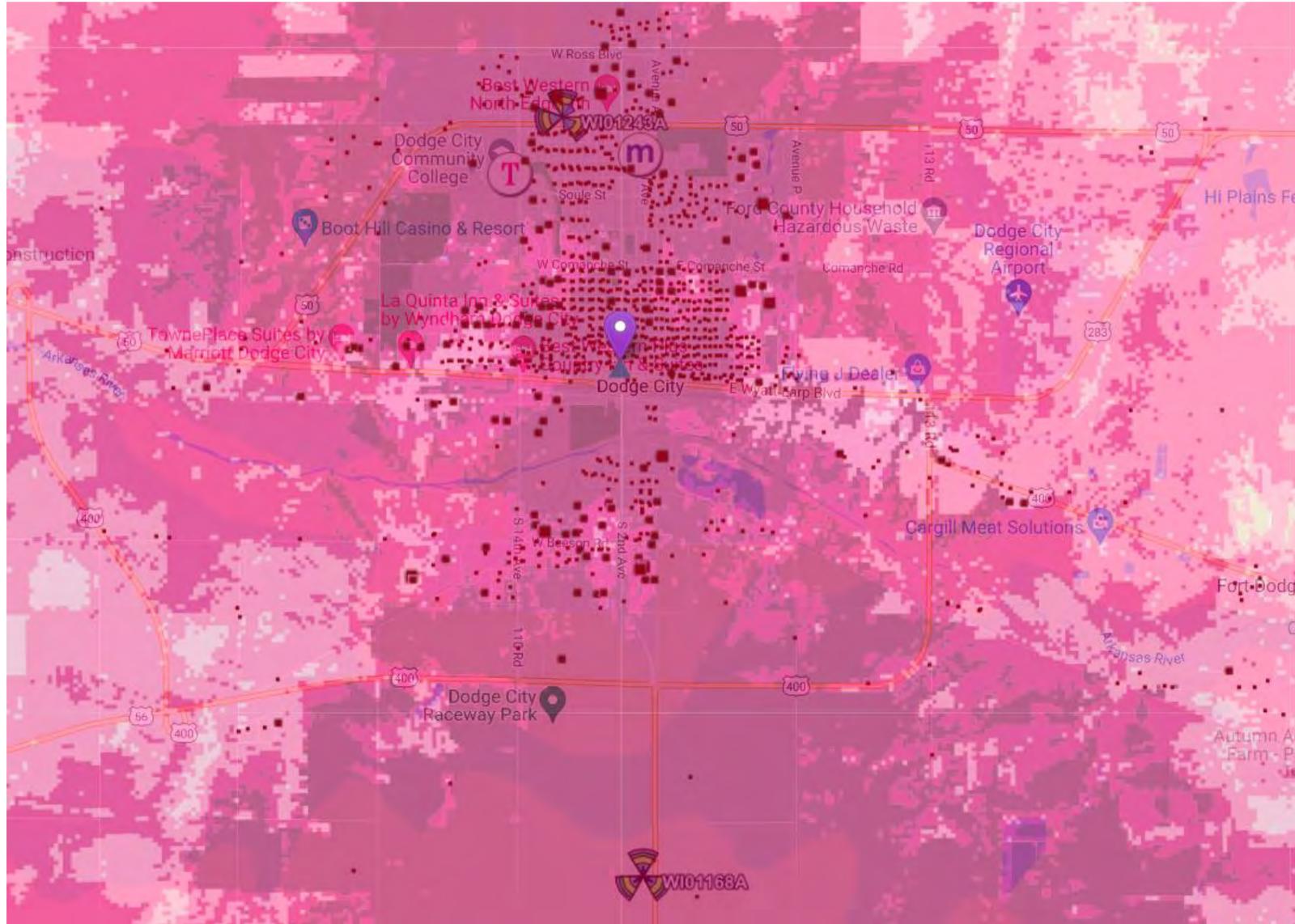
IBC

IBR

In-Vehicle

Outdoor

5G (NR) LTE Coverage With WI01582B



- Live Population**
- 1 - 50
- 50 - 200
- 200+
- Ⓣ TMO Existing Stores
- Ⓣ TMO Pipeline Stores
- Ⓜ MBTM
- IBC
- IBR
- In-Vehicle
- Outdoor

Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064

(614) 398-6250 - mike@mfpeng.com

July 7, 2023

Vertical Bridge

Re: Proposed 100-ft Monopole
Located in Ford Co., KS: US-KS-5081 Dodge City
MFP Project #: 23523-177 / TAPP Project Number: TP-21985

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association TIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This Structure is to be fabricated by TransAmerican Power Products

I have designed this monopole to withstand a 3-sec. gusted wind speed of 111 mph as recommended by TIA-222-H for Ford Co., KS. The design also conforms to the requirements of the 2018 Ibc.

Due to the numerous safety factors incorporated into the design standard, failure of the structure would not be expected to occur at the exact moment the design wind speed is exceeded. Therefore, it is extremely rare to encounter a failure of a monopole tower. Statistically, loads reaching 2x the design wind pressures would be required to cause a failure of the structure, where total devastation of the surrounding area would also occur. Most failures of this nature occur due to an Act of God, uncontrollable acts of vandalism, or gross neglect of routine maintenance. A properly designed, erected and maintained monopole is not subject to collapse as a result of structural loads prescribed by Building Code.

Therefore, theoretically, this structure may be considered to be designed for a 0-ft fall radius based on rarity of failures, and the requirements of the Building Code and the ANSI/TIA-222 Standard.

The structure has been designed with all of the applicable factors as required by the code. Monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.



Michael F. Plahovinsak, P.E.
Sole Proprietor - Independent Engineer
P.E. Licensed in 48 Jurisdictions





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: October 30, 2023
Subject: Resolution 2023-34 and Public Hearing
Agenda Item: Public Hearing and Ordinance and Resolutions

Recommendation: The Tax Abatement Review Committee consisting of representatives from the affected taxing entities recommends approval of the intent to issue Industrial Revenue Bonds and a pro-rated ten-year tax exemption for Stanion Wholesale Electric Co., Inc., and approval of Resolution No. 2023-34.

Background: IRB's are an economic development tool that is statutorily permitted to provide funds to pay the costs of acquisition, construction and equipping a commercial business. They are special revenue bonds. Businesses typically utilize IRB's for the sales tax exemption of materials and equipment or other favorable tax and financing issues. The first step in this process is to issue a letter of intent for the City to issue these bonds. Stanion Wholesale Electric Co., Inc., is asking the City of Dodge City to issue an amount not to exceed \$6,000,000 in Industrial Revenue Bonds to provide funds to pay the costs of the acquisition, construction and equipping of a new facility.

This resolution is a resolution of intent and the conditions to actual issuance of the bonds is subject to the passage of an ordinance authorizing the issuance of the bonds.

When the Industrial Revenue Bonds are issued, the City of Dodge City will have no financial obligation, as the bonds are not backed by the City. Stanion Wholesale Electric Co., Inc.. will be responsible for repaying the bonds.

Stanion Wholesale Electric Co., Inc. submitted an IRB and tax abatement application. The capital investment by Stanion is \$4,650,000 in building and improvements, \$550,000 in land and \$50,000 in furniture, fixtures, and equipment. The abatement is for the building and improvements in the amount of \$6,000,000. The equipment is already exempt.

The committee consisting of Simeon Russell with USD 443, Debbie Cox and Patti Israel with Ford County, and Nick Hernandez and Nicole May City of Dodge City met to consider this request. The committee voted unanimously to recommend to the City Commission to grant a 10-year exemption with a declining schedule with one hundred percent (100%) the first year and declining ten percent (10%) each year thereafter.

A notice was published in the Dodge City Daily Globe on October 28, 2023, notifying the public that a Public Hearing will be held on November 6, 2023 to consider the Stanion Wholesale Electric Co., Inc., Tax Exemption request. A notice was also sent to Ford County and USD 443.

Justification: Tax exemptions are eligible for up to 100% for ten years under the constitution property tax exemption laws of the State of Kansas.

Financial Considerations: The prorated ten-year scenario offers new tax revenues to the taxing entities in year 1 of the project. The cost benefit for each local taxing entity shows in excess of a 1.98 – 5.96 rate of return. It also shows a 26.18 rate of return to the State of Kansas. This indicates a favorable project to the local community as well as the State of Kansas.

Purpose/Mission: On going community improvement allows jobs to be retained and grown in Dodge City.

Legal Considerations: Allowed by the Kansas Constitution.

Attachments: Resolution 2023-34 and Cost Benefit Study

RESOLUTION NO.2023-34

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Dodge City, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Dodge City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$6,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the corporate limits of the Issuer and to be leased by the Issuer to Stanion Wholesale Electric Co., Inc., a Kansas corporation, or another legal entity to be formed by the principals of Stanion Wholesale Electric Co., Inc. (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$6,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful sale of the Bonds to Stanion Wholesale Electric Co., Inc., Kansas corporation, or its assigns (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or

Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g) the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the governing body of the Issuer with this Resolution.

Section 4. **Property Tax Exemption and Payment in Lieu of Taxes.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*; and (c) for real estate on which the Project will be located.. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The tax exemption granted is subject to the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the governing body of the Issuer with this Resolution.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. **Execution and Delivery of Bond Purchase Agreement.** At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the

Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City of Dodge City, Kansas on November 6, 2023.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on November 6, 2023, as the same appears of record in my office.

DATED: November 6, 2023.

Clerk

A Tax Abatement Cost-Benefit Analysis of Stanion Wholesale Electric Co., Inc.

The firm is located in: **City of Dodge Stanion**

Report Printed: 8/28/2023

Description of the firm's location or expansion in the community:

Stanion Wholesale Electric Co. has been operating in Dodge City since 1976. This new facility and expansion will allow us to move to a much larger (3-4 times larger) and more modern facility to better serve our employees, suppliers, and customers with better access within the city, better digital assets, and more space for operations and inventory.

This report includes an analysis of costs and benefits from the firm for the following taxing entities where the firm is or will be located. These taxing entities are considering tax abatements or incentives for the firm:

City:	Dodge Stanion
County:	Ford
School District:	USD443
Special Taxing District:	DC3
State of Kansas	

Contents of this report:

About this Cost-Benefit Analysis Report	Page 2
Summary of Costs and Benefits for all Taxing Entities	Page 5
The Economic Impact that the Firm will have on the Community	Page 6
Costs and Benefits for:	
City: Dodge Stanion	Page 7
County: Ford	Page 8
School District: USD443	Page 9
Special Taxing District: DC3	Page 10
State of Kansas	Page 11

This Kansas Tax Abatement Cost Benefit Analysis (CBA) is prepared by the Kansas Department of Commerce for the benefit and use of the State of Kansas and its local units of government. This model was developed to assess the costs and benefits property tax abatement and economic development incentives have on state revenues. The Department of Commerce makes no representations, guarantees, or warranties as to the accuracy, completeness, or suitability of the analysis or information contained in this CBA. The Kansas Department of Commerce specifically disclaims any and all liability for any claims or damages that may result from other uses of the analysis in this CBA.

About this Cost-Benefit Analysis Report

This cost-benefit analysis report was prepared using a computer program that analyzes economic and fiscal impact. The report shows the impact that the firm, its employees and workers in spin-off jobs will have on the community and the state.

The economic impact over the next ten years is calculated along with the accompanying public costs and benefits for the State of Kansas and the taxing entities included in this analysis.

The analysis also shows the effect of tax abatements and incentives that may be considered for the firm.

Here is how the analysis was performed:

1. Data was entered for the state and community's tax and other rates; the firm and its employees; tax abatements and other incentives being considered for the firm; construction activity; and expected visitors.
2. Using the data entered, as well as some rates built into the computer program, calculations were made of the economic impact of the firm along with the related costs and benefits.

The calculations of impact include direct, indirect and induced impact. Regional economic multipliers, specific to the firm's industry group, were used by the program to calculate the direct and induced or spin-off jobs and earnings in the community.

These are the report sections:

Summary of Costs and Benefits for all Taxing Entities

This report page summarizes the costs and benefits for all taxing entities resulting from the firm and from new direct, indirect and induced jobs.

The Economic Impact that the Firm will have on the Community

This report page shows the number of direct, indirect and induced jobs that will be created in the community, the number of new residents and additional school children, and increases in local personal income, retail sales, economic activity and the property tax base in the first year and over the next ten years.

Benefits and Costs for Each Taxing Entity

These report pages summarize the costs and benefits for the State of Kansas and for each taxing entity as a result of the firm locating or expanding in the Kansas community.

The public benefits include additional revenues from the firm and employees for the taxing entities - - -sales taxes, property taxes, utilities, utility franchise fees, other payments by new residents, Payments in lieu of taxes (PILOT) by the firm and additional school funding. Public costs include the additional costs of public services for new residents and the firm, costs of educating new students that move to the school district, along with tax abatements and incentives provided to the firm.

In addition to a presentation of public costs and benefits, this report also computes the present value of net benefits to be received by each taxing entity; the payback period for incentives and taxes to be abated; the rate of return on investment for each entity, and, cost benefit ratios.

Payback Period

The investment payback period for each taxing entity was computed. This analysis views the financial incentives, including tax abatement, that the taxing entities are considering for the firm as an investment that the public will be making in the company. The payback period, therefore, is the number of years that it will take each taxing entity to recover the cost of incentives from the net annual benefits that they will receive. This payback period also shows the point in time where the cost and benefits are equal for the level and length of tax abatements and incentives being granted. The payback period is a basis for judging the appropriateness of providing incentives to a firm. Generally, the shorter the payback period the better the investment.

Present Value

The present value of the expected cash flow over the next ten years for each entity was computed. Present value is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. The analysis uses a discount rate that is entered to make the dollars comparable—by expressing them in today's dollars (present value). Generally, a positive present value indicates an acceptable investment.

Rate of Return on Investment

The rate of return on investment for each taxing entity was also computed. As with the computation of payback, the rate of return analysis views the incentives that each taxing entity is considering as an investment that the public will be making in the company. The rate of return, therefore, is the compound rate of return, over the next ten years, on each taxing entity's investment in the firm. Generally, a positive compound rate of return is considered desirable.

Benefit to Cost Ratio

The benefit to cost ratio for each taxing entity was also computed. This ratio compares public benefits over a ten year period from the new or expanding firm to public costs during the same period. For example, a benefit to cost ratio of 1.55 (or 1.55 to 1) shows that ten year benefits are 155 percent of public costs. Conversely, a benefit to cost ratio of .75 shows that public benefits are only 75 percent of public costs --costs exceed benefits. Generally, a benefit to cost ratio of 1.30 to 1 is considered acceptable for a taxing entity to grant tax abatements and other financial incentives to a firm.

How were the benefits and costs determined?

City, County, Special Taxing District and State Benefits and Costs

The Cost Benefit Analysis (CBA) operates with the assumption that 70% of the jurisdiction's revenues and expenditures supports its citizens, and 30% supports its businesses. Therefore, 70% of the revenues/costs (divided by number of residents) are calculated as the average revenue/cost per resident; 30% of these revenues/costs (divided by the number of workers in the jurisdiction) are calculated as the average revenue/cost per worker.

The CBA predicts potential benefits and costs from residents by multiplying the number of new employees moving to the jurisdiction by the average revenue/cost per resident. Benefits and costs from the business expansion are predicted by multiplying the average revenue/cost per worker.

Collection of sales taxes, transient guest taxes and property taxes as well as utility enterprises and franchise fees are potential benefits from an expansion.. Other revenues include fees, permits, license, and other charges.

The program predicts costs by removing utility enterprise expenditures and internal transfers from the general operating budget, and reducing the result to a cost per resident and a cost per worker.

School District Benefits and Costs

Property taxes as well as state and federal payments per full time student are used to predict benefits a school district may realize. The Kansas Department of Education condenses the school district's budget to a cost per student. One new student will not cause the addition of a new classroom or the hiring of another teacher, so it would not be fair to estimate the impact of new students using the average cost per student. The program utilizes a marginal cost per student (10% of the average cost per student, unless a different percentage is requested) to predict the cost to the district when a new student is added. Revenue per student is calculated from the amount of state and federal payment per student that the district receives.

The business predicts the average family size of new employees moving to the jurisdiction and the number of school age children in the family. The CBA can work with percentages, as in a family size of 2.5.

Indirect Jobs

The ripple or spin-off economic activity created by an expansion generates indirect or induced benefits. The number of jobs this activity generates depends largely on the type of business that is expanding and what types of jobs will be needed to support not only the business, but the new employees and their families. The program uses a default of 10% of the number of new employees to predict these jobs. The percentage can be adjusted, depending on community conditions, which also determine whether the indirect workers will be moving from out of state or out of county.

Formulas used in this analysis

- Present Value = $(\text{Total Benefits (for the year)} \div 1 + \text{Discount Rate (5.5\%)})^{\text{Number of Years Abated}}$
- Compound Rate of Return = $((\text{Present Value of Total Costs} \div \text{Present Value of Total Benefits})^{\text{1/Number of Years Abated}}) - 1$
- Benefit to Cost Ratio = $\text{Present Value of Total Benefits} \div \text{Present Value of Total Costs}$
- Payback Period = The point where total benefits equal or surpass total costs.

K.S.A. 79-213 (g) allows governmental bodies to seek assistance provided by the Kansas Department of Commerce (COMMERCE) in preparing an application requesting exemption from property taxes. COMMERCE prepared this cost benefit analysis as a service under this statute utilizing data gathered by the requesting governmental body, and makes no recommendation to the Board of Tax Appeals either for or against approval of a request for tax abatement.

Summary of Costs and Benefits for all Taxing Units

Benefits:

	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Corporate and Personal Income Taxes	Additional School Funding	Other Revenues (Including PILOT)	Total Benefits
City: Dodge Stanion	\$165,464	\$658,196	\$51,151			\$123,216	\$998,027
County: Ford	\$16,501	\$722,682				\$5,942	\$745,125
USD443		\$856,230			\$1,751,894		\$2,608,124
DC3		\$474,276				\$1,532	\$475,808
State of Kansas	\$240,659	\$22,492		\$1,053,117		\$76,835	\$1,393,103

Costs, Incentives and Taxes Abated:

	Costs of Services for the Firm and New Residents	Costs of Educating New Students	Taxes Abated	Incentives	Total Taxes Abated & Incentives	Total Costs
City: Dodge Stanion	\$43,103		\$303,938	\$0	\$303,938	\$347,041
County: Ford	\$5,414		\$333,715	\$0	\$333,715	\$339,130
USD443		\$0	\$395,385		\$395,385	\$395,385
DC3	\$757		\$221,410		\$221,410	\$222,167
State of Kansas	\$46,174	\$0	\$10,395	\$0	\$10,395	\$56,569

Net Benefits:

	Total Benefits	Present Value of Total Benefits	Total Costs (Includes Taxes Abated and Incentives)	Present Value of Total Costs	Benefit to Cost Ratio (Over 10 Years)
City: Dodge Stanion	\$998,027	\$766,404	\$347,041	\$275,648	2.78 : 1
County: Ford	\$745,125	\$555,086	\$339,130	\$273,025	2.03 : 1
USD443	\$2,608,124	\$1,900,284	\$395,385	\$318,858	5.96 : 1
DC3	\$475,808	\$354,434	\$222,167	\$179,274	1.98 : 1
State of Kansas	\$1,393,103	\$1,068,128	\$56,569	\$40,797	26.18 : 1

Other

	Net Benefits	Present Value of Net Benefits	Taxes Abated & Incentives	Present Value of Taxes Abated and Incentives	Payback Period for Taxes Abated and Incentives and Taxes Abated	Compound Rate of Return (Over 10 Yrs)
City: Dodge Stanion	\$650,986	\$494,699	\$303,938	\$245,110	2 Years	10.77%
County: Ford	\$405,995	\$282,061	\$333,715	\$272,012	5 Years	7.35%
USD443	\$2,212,740	\$1,581,426	\$395,385	\$318,858	3 Years	19.54%
DC3	\$253,641	\$175,161	\$252,594	\$178,556	5 Years	7.05%
State of Kansas	\$1,336,534	\$1,018,386	\$10,395	\$8,383	1 Year	38.61%

The Economic Impact of this expansion by Stanion Wholesale Electric Co., Inc.

NAICS Code 423610 - Wholesale trade

	<u>In the first year</u>	<u>Over the next ten years</u>
*Number of new direct and indirect jobs to be created	1	7
Number of new residents in the community	1	4
Number of additional students in the local school district	1	8
**Increase in local personal income	\$36,000	\$1,584,000
***Increase in local retail sales	\$12,600	\$554,400
Increase in the community's property tax base	\$9,800,000	\$12,731,539
Land	\$550,000	\$717,625
Buildings	\$4,600,000	\$6,001,957
Furniture, fixtures & Equipment	\$50,000	\$10,000
Residential Property	\$1,111	\$28,989

*The Employment Multiplier for NAICS Code 423610 is 1. The Employment Multiplier is used to estimate the total change in the number of direct and indirect jobs as a result of the expansion.

**The Earnings Multiplier for NAICS Code 423610 is 0.6. The Earnings Multiplier is used for estimating to what degree more personal income will be generated.

***The Percentage of Gross Salaries expected to be spent on retail sales is 0.35

Property taxes to be abated by the following taxing entities:

City	<input checked="" type="checkbox"/>	Special Taxing District 1	<input checked="" type="checkbox"/>
County	<input checked="" type="checkbox"/>	Special Taxing District 2	<input type="checkbox"/>
School District	<input checked="" type="checkbox"/>	The State	<input checked="" type="checkbox"/>

Percent of property taxes to be abated on:

	Land	Buildings and Improvements	Furniture, Fixtures & Equipment
Year 1	0.00%	100.00%	0.00%
Year 2	0.00%	90.00%	0.00%
Year 3	0.00%	80.00%	0.00%
Year 4	0.00%	70.00%	0.00%
Year 5	0.00%	60.00%	0.00%
Year 6	0.00%	50.00%	0.00%
Year 7	0.00%	40.00%	0.00%
Year 8	0.00%	30.00%	0.00%
Year 9	0.00%	20.00%	0.00%
Year 10	0.00%	10.00%	0.00%

City of: Dodge Stanion

Benefits:

Year	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Other Municipal Revenues (Including PILOT)	Total
Construction Period	\$62,926	\$0	\$0	\$0	\$62,926
1	\$60,256	\$57,065	\$2,504	\$7,826	\$127,651
2	\$3,629	\$58,799	\$2,984	\$8,706	\$74,118
3	\$4,479	\$60,899	\$3,812	\$10,932	\$80,122
4	\$4,575	\$62,651	\$4,194	\$11,260	\$82,679
5	\$4,673	\$64,676	\$4,613	\$11,598	\$85,560
6	\$4,774	\$66,714	\$5,074	\$12,552	\$89,115
7	\$4,877	\$68,700	\$5,582	\$14,407	\$93,565
8	\$4,983	\$70,757	\$6,140	\$13,961	\$95,840
9	\$5,091	\$72,877	\$6,754	\$14,380	\$99,101
10	\$5,202	\$75,060	\$9,494	\$17,595	\$107,351
Total	\$165,464	\$658,196	\$51,151	\$123,216	\$998,027

Costs:

Year	Property Taxes Abated	Incentives	Taxes Abated & Incentives	City Costs for the firm and Municipal Services for New Residents	Total Costs, Taxes Abated & Incentives
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$50,438	\$0	\$50,438	\$1,587	\$52,025
2	\$46,756	\$0	\$46,756	\$1,822	\$48,578
3	\$42,808	\$0	\$42,808	\$3,754	\$46,561
4	\$38,580	\$0	\$38,580	\$3,866	\$42,447
5	\$34,061	\$0	\$34,061	\$3,982	\$38,043
6	\$29,236	\$0	\$29,236	\$4,427	\$33,663
7	\$24,090	\$0	\$24,090	\$4,560	\$28,650
8	\$18,610	\$0	\$18,610	\$5,043	\$23,652
9	\$12,779	\$0	\$12,779	\$5,194	\$17,972
10	\$6,581	\$0	\$6,581	\$8,867	\$15,448
Total	\$303,938	\$0	\$303,938	\$43,103	\$347,041

Net Benefits (or Costs)

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$62,926	\$0	\$62,926	\$62,926	\$0
1	\$127,651	\$52,025	\$75,626	\$75,626	\$47,808
2	\$74,118	\$48,578	\$25,540	\$22,946	\$42,008
3	\$80,122	\$46,561	\$33,561	\$28,581	\$36,456
4	\$82,679	\$42,447	\$40,232	\$32,476	\$31,143
5	\$85,560	\$38,043	\$47,516	\$36,356	\$26,061
6	\$89,115	\$33,663	\$55,451	\$40,216	\$21,203
7	\$93,565	\$28,650	\$64,914	\$44,624	\$16,560
8	\$95,840	\$23,652	\$72,188	\$47,038	\$12,126
9	\$99,101	\$17,972	\$81,129	\$50,107	\$7,892
10	\$107,351	\$15,448	\$91,903	\$53,803	\$3,853
Total	\$998,027	\$347,041	\$650,986	\$494,699	\$245,110

Discounted payback period for taxes abated and incentives	2 Years
Compound rate of return over the next ten years on the city's investment of taxes abated and incentives for the firm	10.77%
Benefit/Cost Ratio (Over 10 Years).....	2.78 : 1

Ford County

Benefits:

Year	Sales Taxes	Property Taxes	Other County Revenues (Including PILOT)	Total
Construction Period	\$4,741	\$0	\$0	\$4,741
1	\$475	\$62,656	\$550	\$63,682
2	\$753	\$64,559	\$218	\$65,530
3	\$1,271	\$66,865	\$448	\$68,584
4	\$1,284	\$68,789	\$462	\$70,534
5	\$1,297	\$71,012	\$475	\$72,785
6	\$1,310	\$73,250	\$612	\$75,172
7	\$1,323	\$75,430	\$630	\$77,384
8	\$1,336	\$77,689	\$779	\$79,805
9	\$1,349	\$80,017	\$803	\$82,168
10	\$1,362	\$82,413	\$964	\$84,740
Total	\$16,501	\$722,682	\$5,942	\$745,125

Costs:

Year	Property Taxes Abated	Incentives	Taxes Abated & Incentives	County Costs for the firm and County Services for New Residents	Total
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$55,379	\$0	\$55,379	\$501	\$55,881
2	\$51,337	\$0	\$51,337	\$198	\$51,535
3	\$47,002	\$0	\$47,002	\$408	\$47,410
4	\$42,360	\$0	\$42,360	\$421	\$42,781
5	\$37,398	\$0	\$37,398	\$433	\$37,831
6	\$32,100	\$0	\$32,100	\$558	\$32,658
7	\$26,450	\$0	\$26,450	\$574	\$27,025
8	\$20,433	\$0	\$20,433	\$710	\$21,143
9	\$14,031	\$0	\$14,031	\$731	\$14,762
10	\$7,226	\$0	\$7,226	\$879	\$8,105
Total	\$333,715	\$0	\$333,715	\$5,414	\$339,130

Net Benefits (or Costs)

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$4,741	\$0	\$4,741	\$4,741	\$0
1	\$63,682	\$55,881	\$7,801	\$7,394	\$55,379
2	\$65,530	\$51,535	\$13,995	\$12,574	\$46,124
3	\$68,584	\$47,410	\$21,174	\$18,032	\$40,027
4	\$70,534	\$42,781	\$27,753	\$22,403	\$34,194
5	\$72,785	\$37,831	\$34,953	\$26,744	\$28,614
6	\$75,172	\$32,658	\$42,515	\$30,834	\$23,280
7	\$77,384	\$27,025	\$50,359	\$34,619	\$18,183
8	\$79,805	\$21,143	\$58,662	\$38,224	\$13,314
9	\$82,168	\$14,762	\$67,407	\$41,632	\$8,666
10	\$84,740	\$8,105	\$76,636	\$44,865	\$4,230
Total	\$745,125	\$339,130	\$405,995	\$282,061	\$272,012

Discounted payback period for taxes abated and incentives	5 Years
Compound rate of return over the next ten years on the county's investment of taxes abated and incentives for the firm.....	7.35%
Benefit/Cost Ratio (Over 10 Years).....	2.03 : 1

School District: USD443

Benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding (Including PILOT)	Total
1	\$74,235	\$42,943	\$117,178
2	\$76,490	\$88,463	\$164,953
3	\$79,222	\$182,234	\$261,456
4	\$81,500	\$187,701	\$269,202
5	\$84,135	\$193,332	\$277,467
6	\$86,787	\$199,132	\$285,919
7	\$89,369	\$205,106	\$294,476
8	\$92,046	\$211,259	\$303,306
9	\$94,803	\$217,597	\$312,400
10	\$97,643	\$224,125	\$321,768
Total	\$856,230	\$1,751,894	\$2,608,124

Costs:

Year	Additional Costs	Property Taxes Abated	Total
1	\$0	\$65,613	\$65,613
2	\$0	\$60,823	\$60,823
3	\$0	\$55,687	\$55,687
4	\$0	\$50,188	\$50,188
5	\$0	\$44,309	\$44,309
6	\$0	\$38,032	\$38,032
7	\$0	\$31,338	\$31,338
8	\$0	\$24,209	\$24,209
9	\$0	\$16,623	\$16,623
10	\$0	\$8,561	\$8,561
Total	\$0	\$395,385	\$395,385

Net Benefits (or Costs)

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$117,178	\$65,613	\$51,565	\$48,877	\$62,193
2	\$164,953	\$60,823	\$104,129	\$93,555	\$54,647
3	\$261,456	\$55,687	\$205,769	\$175,235	\$47,424
4	\$269,202	\$50,188	\$219,013	\$176,791	\$40,513
5	\$277,467	\$44,309	\$233,158	\$178,398	\$33,902
6	\$285,919	\$38,032	\$247,887	\$179,779	\$27,582
7	\$294,476	\$31,338	\$263,137	\$180,890	\$21,543
8	\$303,306	\$24,209	\$279,097	\$181,859	\$15,774
9	\$312,400	\$16,623	\$295,777	\$182,681	\$10,267
10	\$321,768	\$8,561	\$313,207	\$183,361	\$5,012
Total	\$2,608,124	\$395,385	\$2,212,740	\$1,581,426	\$318,858

Discounted payback period for taxes abated and incentives	3 Years
Compound rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm	19.54%
Benefit/Cost Ratio (Over 10 Years).....	5.96 : 1

Special Taxing District: DC3

Benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$41,535	\$1,532	\$43,067
2	\$42,736	\$0	\$42,736
3	\$43,997	\$0	\$43,997
4	\$45,262	\$0	\$45,262
5	\$46,584	\$0	\$46,584
6	\$47,944	\$0	\$47,944
7	\$49,295	\$0	\$49,295
8	\$50,772	\$0	\$50,772
9	\$52,293	\$0	\$52,293
10	\$53,859	\$0	\$53,859
Total	\$474,276	\$1,532	\$475,808

Costs:

Year	Additional Costs	Property Taxes Abated	Total
1	\$757	\$36,743	\$37,500
2	\$0	\$34,060	\$34,060
3	\$0	\$31,184	\$31,184
4	\$0	\$28,105	\$28,105
5	\$0	\$24,812	\$24,812
6	\$0	\$21,297	\$21,297
7	\$0	\$17,549	\$17,549
8	\$0	\$13,557	\$13,557
9	\$0	\$9,309	\$9,309
10	\$0	\$4,794	\$4,794
Total	\$757	\$221,410	\$222,167

Net Benefits (or Costs)

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$43,067	\$37,500	\$5,567	\$5,277	\$34,827
2	\$42,736	\$34,060	\$8,676	\$7,795	\$30,602
3	\$43,997	\$31,184	\$12,812	\$10,911	\$26,557
4	\$45,262	\$28,105	\$17,157	\$13,849	\$22,687
5	\$46,584	\$24,812	\$21,772	\$16,658	\$18,985
6	\$47,944	\$21,297	\$26,646	\$19,325	\$15,446
7	\$49,295	\$17,549	\$31,746	\$21,824	\$12,064
8	\$50,772	\$13,557	\$37,215	\$24,249	\$8,833
9	\$52,293	\$9,309	\$42,984	\$26,548	\$5,749
10	\$53,859	\$4,794	\$49,065	\$28,724	\$2,807
Total	\$475,808	\$222,167	\$253,641	\$175,161	\$178,556

Discounted payback period for taxes abated and incentives	5 Years
Compound rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm	7.05%
Benefit/Cost Ratio (Over 10 Years).....	1.98 : 1

State of Kansas

Benefits:

Year	Sales Taxes	Property Taxes	Corporate and Personal Income Taxes	Other State Revenues (Including PILOT)	Total
Construction Period	\$109,270		\$62,305	\$0	\$171,575
1	\$9,971	\$1,952	\$71,232	\$1,476	\$84,631
2	\$11,145	\$2,011	\$81,004	\$3,041	\$97,200
3	\$11,731	\$2,075	\$87,949	\$6,264	\$108,019
4	\$12,318	\$2,142	\$92,313	\$6,451	\$113,224
5	\$12,904	\$2,211	\$96,681	\$6,645	\$118,441
6	\$13,491	\$2,280	\$102,386	\$8,555	\$126,713
7	\$14,077	\$2,348	\$106,805	\$8,812	\$132,042
8	\$14,664	\$2,418	\$112,562	\$10,892	\$140,536
9	\$15,250	\$2,491	\$117,034	\$11,219	\$145,994
10	\$15,837	\$2,565	\$122,846	\$13,481	\$154,729
Total	\$240,659	\$22,492	\$1,053,117	\$76,835	\$1,393,103

Costs:

Year	Property Taxes Abated	Incentives	Taxes Abated & Incentives	State Costs for the firm and Services for New Residents	Cost of Educating New Students	Total
Construction Period	\$0	\$0	\$0	\$0	\$0	\$0
1	\$1,725	\$0	\$1,725	\$887	\$0	\$2,612
2	\$1,599	\$0	\$1,599	\$1,827	\$0	\$3,426
3	\$1,464	\$0	\$1,464	\$3,764	\$0	\$5,228
4	\$1,319	\$0	\$1,319	\$3,877	\$0	\$5,196
5	\$1,165	\$0	\$1,165	\$3,993	\$0	\$5,158
6	\$1,000	\$0	\$1,000	\$5,141	\$0	\$6,141
7	\$824	\$0	\$824	\$5,296	\$0	\$6,120
8	\$636	\$0	\$636	\$6,545	\$0	\$7,182
9	\$437	\$0	\$437	\$6,742	\$0	\$7,179
10	\$225	\$0	\$225	\$8,101	\$0	\$8,326
Total	\$10,395	\$0	\$10,395	\$46,174	\$0	\$56,569

Net Benefits (or Costs)

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$171,575	\$0	\$171,575	\$162,630	\$0
1	\$84,631	\$2,612	\$82,019	\$77,743	\$1,635
2	\$97,200	\$3,426	\$93,774	\$84,251	\$1,437
3	\$108,019	\$5,228	\$102,791	\$87,538	\$1,247
4	\$113,224	\$5,196	\$108,027	\$87,201	\$1,065
5	\$118,441	\$5,158	\$113,283	\$86,676	\$891
6	\$126,713	\$6,141	\$120,571	\$87,444	\$725
7	\$132,042	\$6,120	\$125,923	\$86,564	\$566
8	\$140,536	\$7,182	\$133,354	\$86,893	\$415
9	\$145,994	\$7,179	\$138,815	\$85,736	\$270
10	\$154,729	\$8,326	\$146,403	\$85,709	\$132
Total	\$1,393,103	\$56,569	\$1,336,534	\$1,018,386	\$8,383

Discounted payback period for taxes abated and incentives	1 Year
Compound rate of return over the next ten years on the state's investment of taxes abated and incentives for the firm	38.61%
Benefit/Cost Ratio (Over 10 years).....	26.18 : 1



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: November 6, 2023
Subject: US-50 Highway – FY 2024 CCLIP (SP) 2” Mill & HMA Inlay, ST 2207
Agenda Item: New Business

Purpose: The purpose of this project is to perform major maintenance to US-50 Highway inside the City Limits. Maintenance activities with this project include a 2” asphalt mill & 2” inlay from Loretta Ave. to Barbara Ln. East. The sections of US-50 along this stretch that have been recently resurfaced will be excluded from the project. The street maintenance techniques proposed with this project are necessary to extend the service life and overall condition of the pavement.

Recommendation: Approve the bid from APAC Kansas Inc., Shears Division in the amount of \$619,371.40 to perform major maintenance on US-50 Highway. This surface preservation project will be completed as a partnership with KDOT who will contribute \$400,000 to help fund the project which comes as a reimbursement once the project is completed.

Background: At the April 17, 2023, Commission Meeting the agreement with KDOT was approved to move forward with this project. City staff put together a plan set that was approved by KDOT for advertising. The project was advertised for a month and bids were opened September 27th, 2023. There were two bidders on the project with APAC having the low bid. If approved, APAC must have the project completed by June 30th, 2024. They propose to start work on the project May 27th, 2024.

City Commission Options:

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

Financial Considerations:

Amount \$: 619,371.40

Funds: Street Sales Tax

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this bid from APAC Kansas Inc., Shears Division the City will enter into a contract with APAC Kansas Inc., Shears Division and be responsible to make payments to APAC Kansas Inc., Shears Division for completed work.

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

Attachments: Bid Tab

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: US50 Highway CCLIP (SP) Mill & Inlay
 PROJECT #: 029 U-2463-01 (ST2207)
 BID DATE: 09/27/23

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
STREET QUANTITIES					
1	Mobilization	L.S.	1	\$75,000.00	\$ 75,000.00
2	Asphalt Milling	TON	2850	\$20.00	\$ 57,000.00
3	Asphalt Patching	TON	1	\$325.00	\$ 325.00
4	HMA Commercial Grade Class A Surface	TON	2850	\$172.50	\$ 491,625.00
5	6" Solid White Line (Epoxy)	L.F.	14955	\$1.50	\$ 22,432.50
6	4" Solid Yellow Line (Epoxy)	L.F.	15821	\$0.75	\$ 11,865.75
7	2 ft White Type II Crosswalk Line (Epoxy)	L.F.	148	\$20.00	\$ 2,960.00
8	2 ft Stop Bar (Epoxy)	L.F.	180	\$20.00	\$ 3,600.00
9	18" Yellow Diagonal Line (Epoxy)	L.F.	302	\$12.50	\$ 3,775.00
10	Left Turn Arrow (Epoxy)	Each	19	\$275.00	\$ 5,225.00
11	Right Turn Arrow (Epoxy)	Each	7	\$275.00	\$ 1,925.00
12	Transportation of Salvageable Materials	L.S.	1	\$25,000.00	\$ 25,000.00
13	Contractor Staking	L.S.	1	\$12,500.00	\$ 12,500.00
14	Traffic Control	L.S.	1	\$25,000.00	\$ 25,000.00

TOTAL BID **\$ 738,233.25**

CONTRACTOR: APAC Kansas Inc., Shears Division	
ADDRESS: 11188 US56 Bypass	
CITY: <u>Dodge City</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67801</u>	
LOW BIDDER	
UNIT PRICE	CONTRACT AMOUNT
\$65,000.00	\$ 65,000.00
\$12.00	\$ 34,200.00
\$380.00	\$ 380.00
\$145.00	\$ 413,250.00
\$0.60	\$ 8,973.00
\$0.40	\$ 6,328.40
\$20.00	\$ 2,960.00
\$20.00	\$ 3,600.00
\$15.00	\$ 4,530.00
\$375.00	\$ 7,125.00
\$375.00	\$ 2,625.00
\$28,500.00	\$ 28,500.00
\$4,500.00	\$ 4,500.00
\$37,400.00	\$ 37,400.00

TOTAL BID **\$ 619,371.40**

CONTRACTOR: Koss Construction Company	
ADDRESS: 1800 NW Brickyard Rd.	
CITY: <u>Topeka</u>	
STATE: <u>Kansas</u>	
ZIP: <u>66618</u>	
UNIT PRICE	CONTRACT AMOUNT
\$74,000.00	\$ 74,000.00
\$20.00	\$ 57,000.00
\$800.00	\$ 800.00
\$180.00	\$ 513,000.00
\$2.00	\$ 29,910.00
\$2.00	\$ 31,642.00
\$50.00	\$ 7,400.00
\$50.00	\$ 9,000.00
\$30.00	\$ 9,060.00
\$500.00	\$ 9,500.00
\$500.00	\$ 3,500.00
\$25,000.00	\$ 25,000.00
\$7,500.00	\$ 7,500.00
\$35,000.00	\$ 35,000.00

TOTAL BID **\$ 812,312.00**

BID SECURITY 5%
 START DATE 5/27/2024



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: November 6, 2023
Subject: Approval of US 283/400/56 Corridor Study, ST 2307
Agenda Item: New Business

Purpose: The purpose of this study is to determine the necessary improvements that may be needed for the corridor and provide data to help secure funding for the project.

Recommendation: Approve the US 283/400/56 Corridor Study with Olsson in the amount of \$272,676.92.

Background: As the Commission knows this corridor has been the topic of improvement projects for some time. In 2019, KDOT awarded the City a City connecting Link Program (CCLIP) geometric Improvement (GI) project for the Trail St. and US 56/283/400 Intersection. That project was bid in the 3rd quarter of 2022. However, the bids were considerably over the estimate and budgeted funds, so they were rejected. Based on a simple study done by Olsson, major modifications should be considered to this intersection and corridor to meet the traffic needs into the foreseeable future. This study didn't take into account all the necessary information that KDOT and FHWA will be needing to approve a project for funding. The City requested that Olsson provide a quote for a comprehensive corridor study to meet the requirements of KDOT and FHWA. The corridor study was also expanded to include the highway from east of Airport Rd. to south of Trail St. and then east and west on Wyatt Earp Blvd. and Trail St. as shown the scope of services. An outline of the services is provided in Exhibit A of the Scope of Services followed by a more detailed breakdown of the work.

With this Corridor Study, the City will be able to make direct application to Rural Surface Transportation Grant, other FHWA grants, KDOT programs, and or the ability to add this corridor to the IKE Transportation Program.

City Commission Options:

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

Financial Considerations: The Corridor Study with Olsson is for an amount of \$272,676.92.

Amount \$: \$272,676.92

Fund: 2021 GOB

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will enter into an agreement and scope of services with Olsson and is bound by the provisions of such.

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

Attachments: Corridor Study Scope of Services

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



September 14, 2023

Ray Slattery, PE

Director of Engineering Services
City of Dodge City
806 N. 2nd Avenue
Dodge City, Kansas 67801

Dear Mr. Slattery:

As the City of Dodge City continues to grow and be a key agricultural center for the nation, the city has been proactive with ensuring its transportation network continues to handle the growing truck traffic. The eastern edge of Dodge City contains the intersection of the rapidly growing beef industry as well as through traffic on Kansas Department of Transportation (KDOT) highways. To ensure this area continues to operate into the future the City is wanting a study completed to recommend a preferred alternative for the US-283/US-400/US-56 corridor including the intersections with Trail Street and Wyatt Earp Boulevard. This study and the recommendations may be utilized to apply for funding through the Rural Surface Transportation Grant Program.

We are pleased to present the attached scope of services and corresponding fee for the tasks as we understand them would be necessary to properly review the corridor and determine the best alternative for safety and operations while minimizing impacts. This scope has been developed based on information provided by KDOT as well as our understanding of similar studies.

On the attached page you will see the team we have compiled to work on this project. This includes traffic, roadway, water resources, environmental, and public engagement teams from Olsson as well as adding our trusted partners of Canyon Southwest Research to perform Market Analysis and All Traffic Data to complete the data collection.

Our team is committed to an unrivaled level of service and communication — and committed to the City of Dodge City. We look forward to answering any questions you have about our scope of services. Should you have any questions, please contact me at 913.307.6570 or at krotering@olsson.com, or feel free to reach out to Paul Moore as well.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kurt Rotering".

Kurt Rotering, PE, PTOE
Traffic/Technology Team Leader

US-283/US-400/US-56 CORRIDOR STUDY

CITY OF DODGE CITY

KANSAS DEPARTMENT
OF TRANSPORTATION

PRINCIPAL-IN-CHARGE
MARK BACHAMP



PROJECT MANAGER
KURT ROTERING, PE, PTOE

JACOB BERRY, PE

Lead Traffic Engineer

PAUL MOORE, PE

Lead Roadway Engineer

STACEY ROACH

Public Engagement

JEREMIAH CONNEALY, EI

Traffic Engineer

ANTONIO SAAVEDRA, EI

Roadway Design

SHELBY FERGUSON

Public Engagement

SEAN PARTAIN

Transportation Planner

BRAD SCHLEETER, PE, CFM, ENV SP

Drainage Engineer

HANNAH KROLL

Public Engagement / Land Use

KYLEEN KELLY

Project Scientist / Environmental

CANYON RESEARCH
SOUTHWEST

Market Analysis

ALL TRAFFIC DATA

Traffic Counts

EXHIBIT A SCOPE OF SERVICES

The purpose of this US-283/US-400/US-56 Corridor Study is to develop a recommended improvements for the future of the US-283/US-400/US-56 corridor on the east side of Dodge City. These improvements must take into consideration future development and existing constraints. The study area includes US56/US283 from east of Airport Road to the Wyatt Earp Boulevard intersection, south through the Trail Street/US-400 Intersection. The study area extends west along both Wyatt Earp Boulevard for 1,000 feet, and Trail Street for 1,500 feet to consider existing access points. The project limits are depicted in the attached map. A previous corridor study along Trail Street was completed by Olsson in 2019 and information included will be utilized as appropriate.

Key goals and objectives of this study include the following:

- Review existing conditions
- Comprehensive public engagement plan
- Complete a market analysis along the study corridor to define the corridor's market position in the region
- Develop potential future land use
- Analyze existing conditions (traffic, safety, environment, drainage)
- Identify potential alternatives for the corridor to be narrowed based on goals and criteria.
- Iteratively narrow alternatives to 3 which will be conceptually drawn, presented for feedback, and analyzed more in depth.
- Identify preferred alternative that provides a safe and efficient transportation system to accommodate future traffic volumes
- Identify funding opportunities for implementing recommended improvements.

This Scope of Services includes the following:

1. Project Management
2. Public Engagement
3. Data Collection
4. Existing Conditions Evaluation
5. Alternative Development and Analysis
6. Report

1. PROJECT MANAGEMENT

Olsson will provide study oversight and management, including monthly progress reports, invoicing, and internal coordination with project study team.

Olsson will attend and participate in a kick-off meeting (in-person and virtual) with the client to review the Scope of Work and project schedule. At the kick-off meeting project goals will be confirmed and evaluation criteria will be identified. Assumed Olsson Project Manager will be in person with others attending virtually.

Olsson will assist the City with coordination with Kansas Department of Transportation (KDOT). It is assumed that KDOT will be apart of the Steering Committee or at least require a review of analysis and final recommendations.

2. PUBLIC ENGAGEMENT

2.1 Public and Stakeholder Engagement Plan

Olsson will prepare a public and stakeholder engagement plan to outline the goals, target audiences, corridor visioning, project branding/messaging (logo, tagline, key messages), engagement phases and purposes, roles and responsibilities of the consultant team and client partner, tools, methods, and schedule of communication related to the Project.

Engagement will focus on four (4) major phases:

1. Issues and opportunities
2. Potential improvements
3. Preferred alternative and recommendations
4. Final plan

Meetings: None

Deliverables:

- Draft Public and Stakeholder Engagement Plan
- Final Public and Stakeholder Engagement Plan

2.2 Steering Committee

Client shall coordinate formation of the Steering Committee (SC). Client and Olsson will coordinate on outreach to, communication with, and management of the SC throughout the Project. The SC will include key decision-makers such as city staff members and representatives from various agencies and departments.

Olsson will coordinate and facilitate four (4) virtual SC meetings at each of the major project phases. Each meeting is anticipated to be up to two (2) hours and attended by up to four (4) consultant team staff members. Olsson, with assistance from the client, will develop meeting materials for each SC meeting addressing each meeting's topic and actionable next steps. Olsson will also prepare a summary of each meeting.

Meetings:

- Four (4) virtual Steering Committee meetings

Deliverables:

- Summary of each Steering Committee meeting

Client Responsibilities:

- Attend virtual Steering Committee meetings
- Review meeting summaries

2.3 Public Outreach

2.3.1 Public Open Houses

Olsson, in coordination with the Client, will schedule, arrange and facilitate two (2) public open house meetings. The purpose of the open house meetings is to share information with the public and offer opportunities for input. Olsson will be responsible for creating and producing all meeting displays (up to 8 per meeting), presentation slides (if needed), fact sheets, comment cards, and sign in sheets. Each meeting is anticipated to be up to two (2) hours and attended by up to four (4) consultant team staff members. Following each meeting, the presented materials will be available on the project website along with a means for providing feedback online.

Approximately 8 weeks prior to each public meeting, Olsson and the client will meet to discuss meeting logistics and presentation materials. Each meeting is anticipated to be up to one (1) hour and attended by four (4) consultant team staff members.

The purpose of open house meeting #1 will be to introduce the project to the community, and to gain public feedback on the issues, opportunities and potential improvements.

The purpose of open house #2 will be to share the identified issues and opportunities, and to share and gain public feedback on the preferred alternative and recommendations prior to the draft plan being finalized.

Client will provide translation services as needed.

Meetings:

- Two (2) planning meetings prior to each public open house
- Two (2) in person public open house meetings

Deliverables:

- All meeting materials for each meeting
- Summary of each meeting

Client Responsibilities:

- Attend open house meetings
- Assist in developing meeting content
- Review meeting summaries
- Translation services, if needed

2.3.2 Stakeholder Meetings

Olsson will assist the Client in the coordination and facilitation of up to fourteen (14) one-on-one or small group virtual meetings with individual stakeholders during the project. Olsson, with assistance from the Client, will develop the list of key stakeholders. Meetings will occur

at two phases in alignment with each of the public open house meetings. Each meeting is anticipated to be up to one (1) hour and attended by two (2) consultant team staff members. Olsson will contact each stakeholder to coordinate the meeting, develop meeting materials and meeting summaries for each meeting.

Meetings:

- Up to fourteen (14) virtual stakeholder meetings

Deliverables:

- All meeting materials for each meeting
- Summary of each meeting

Client Responsibilities:

- Attend stakeholder meetings
- Assist in developing meeting content
- Review meeting summaries
- Translation services, if needed

2.3.3 Pop-up Events

Client shall attend additional local community events and/or locations to spread the news about the Project and how to participate. Olsson will provide marketing materials to assist with pop-up events.

Meetings: None

Deliverables:

- Marketing materials to promote the project

Client Responsibilities:

- Attend events
- Provide event information and approximate attendance for project documentation

2.4 Marketing and Outreach

Olsson will coordinate with the city's Community Relations Department and prepare a branding plan to detail the logo, colors, fonts, and theming to be integrated into all print and digital Project materials.

Olsson will write and coordinate with Client on the content and timing of up to two (2) press releases prior to each public open house. Client will distribute the press releases.

Olsson will create two (2) postcard-size mailers prior to each public open house for Client to send to all applicable residents/businesses/property owners. The mailer will include a Project overview, a link to the Project website, and a list of ways to get involved. Client will be responsible for compiling the distribution list, print and postage costs, and mailing the mailer.

Olsson will coordinate with SC members to provide them with marketing material for the Project, including the postcard.

Olsson will coordinate with the City's existing social media platforms and the City's website to encourage engagement in the planning process. Olsson will draft content for the City's social media accounts, including paid social media ads if desired. Client will be responsible for posting Project-related content to the city's social media accounts. Olsson will coordinate with Client on timing of social media posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including, but not limited to, public open houses.

Meetings: None

Deliverables:

- Branding plan
- Two (2) press releases
- Two (2) postcards
- Social media posts

Client Responsibilities:

- Distribute press releases
- Compile distribution lists, print and postage costs, and distribution of postcards
- Post social media content

2.5 Online Engagement

Olsson will coordinate with Client to prepare dedicated and branded Project website. The website will allow interested participants to view and provide feedback and learn how to get involved in the planning process. Olsson will maintain website operations, updates, and monitoring throughout the planning process. The website will include a community member interest form to generate a Project community contact list, via both email and text message. Olsson will send project alerts via email and text message to the Project community contact list periodically throughout the Project's lifespan.

Meetings: None

Deliverables:

- Project website

Client Responsibilities: None

2.6 Public Survey

Olsson will design, build, and administer an online public survey via SurveyMonkey. The survey will be drafted by Olsson and reviewed by Client. Olsson will prepare marketing materials to encourage participation in the survey.

Meetings: None

Deliverables:

- Public Survey

Client Responsibilities:

- Assist in the distribution and promotion of the survey

2.7 Public Engagement Summary

Olsson will provide a full engagement summary including summaries of all public and stakeholder outreach activities including documentation of attendance, materials presented, public comments received and summaries of findings.

Deliverables:

- Public engagement summary

3. DATA COLLECTION

Olsson will conduct a thorough investigation of existing conditions along the corridor study area. The study will examine in detail the existing land use and transportation conditions within the study area.

3.1 Base Map

Digital aerial photography and GIS mapping from Dodge City and Ford County will be used to prepare the base mapping for exhibits for this project. Mapping shall include one mile on all sides of the study corridor.

3.2 Roadway and Intersection Characteristics

City to provide existing roadway and intersection plans (if available) to verify lane widths, shoulder widths, sidewalk widths and locations, auxiliary lane configurations, traffic controls, crossroad culverts and other drainage facilities, bridge structures, and lighting.

Olsson will identify all existing access points along the study corridor and develop a table or graphic summarizing the information.

3.3 Right-of-way and Ownership

Olsson will determine existing right-of-way widths, property line locations, and ownership information from County GIS records along the corridor frontage and within the project study area.

3.4 Land Use and Transportation Plans

Olsson will review any available and applicable comprehensive plan, future land use plan, area plan, corridor plan, annexations plan and/or major development proposals.

Review existing land uses along the corridor. Existing land uses will be recorded in broad categories such as residential, commercial, industrial, parks/open space, agricultural/vacant, and major institutional.

Collect and summarize existing Transportation Plans for the state, corridor, area, or region, including the KDOT Long Range Transportation Plan, KDOT Freight Plan, KDOT Rail Plan, KDOT Active Transportation Plan, and KDOT Access Management Policy.

Collect any existing and planned bicycle routes and existing and planned transit routes.

3.5 Comprehensive Plans, Zoning Ordinances/Maps/Overlays, Subdivision Regulations, and other Land Use Regulations

Olsson will assess overall land use regulatory process framework, and common policies and practices along the corridor

Obtain and summarize the existing zoning and subdivision regulations and other applicable ordinances and regulations that are pertinent to land use development, access control, and thoroughfare development.

3.6 Development Plans

City to provide developer plan information from the local communities for recent and proposed developments within one mile of the study corridor. This information will be used to inform the market analysis and land use planning.

3.7 Traffic Counts

City and KDOT to provide available peak hour and AADT traffic counts relevant to the study.

13-hour turning movement counts (5AM to 6PM) will be collected at the following intersections within the study area.

- Wyatt Earp Boulevard and US-56/US-283
- Trail Street and US-56/US-283/US-400
- US-56/US-283 and Airport Road

Peak hour turning movement counts (5AM to 7AM and 2PM to 4PM) will be collected at the following intersections within the study area. Peak hours were determined from 2019 Trail Street study.

- Trail Street and Love's Driveway
- Lariat Drive and US-56/US-283

Supplement turning movement counts with O-D and trucking information available through other national traffic data providers (Streetlight or Replica).

3.8 Traffic Crash Data

Olsson will obtain any existing safety studies and traffic crash data from Dodge City and KDOT along the study corridor for the most current 5-year period available. Olsson will request summary spreadsheets and full crash reports through KDOT open records. Data will be provided for each public intersection and segment:

- <https://kdotapp.ksdot.org/KORA/KORR/RequestForm?request=CData&level=public>

KDOT to provide statewide crash rates for similar facilities.

3.9 Existing Utility Data

Collect record information for existing utilities along the corridor including pipelines, telephone, fiber optic, water, electric, storm and sanitary sewer from respective utility service providers. Major utility within the study area will be noted and may impact the preferred alternative decision.

3.10 Socio-Economic Data

Compile existing socio-economic data including environmental justice areas, and other key socio-demographic datasets. Information to be provided by the City and KDOT or identified from federal websites.

Data Collection Deliverables:

- None – Data Collection will be summarized with the Existing Conditions Memo in the next task.

4 EXISTING CONDITIONS EVALUATION

Olsson will complete an evaluation of existing and future conditions along the corridor. The corridor evaluations will include a market analysis, land use planning, transportation planning and analysis, safety analysis, and an environmental evaluation.

4.1 Market Analysis

Prepare an analysis of market segments within the K-254 area (primary, secondary, regional market areas). The analysis includes an examination of the following:

- Demographic and economic data collection
- Consumer and market segmentation analysis
- Corridor marketability analysis, which will include a SWOT analysis, identification of development/redevelopment opportunities, and soft site/interchange analysis
- Opportunities and constraints created by the existing transportation/infrastructure network will be considered.
- Overview of existing supply of real estate products (residential, commercial, office, and industrial) in the corridor and market areas
- Identify competitive districts/clusters, including rental rates, absorption trends, and capacity for additional development to help understand the scale and timing of possibilities in the K-254 area

Quantify short and medium-term market potential for residential, commercial, office, and industrial development within the study area and its subareas, including building square footage, achievable rents, target markets, and land needs

4.2 Land Use Planning

Develop candidate economic development “identities” for the corridor with the Steering Committee

Identify opportunities and constraints for development along the corridor based on development potential (flood plains, existing zoning, transportation network, utilities, right of way, etc)

Based on results of Market Analysis, existing land uses, compiled land use plans, known development, and Public engagement input, create a future land use scenario for the corridor (within a mile of either side of corridor). Include residential, commercial, industrial, and office densities. An exhibit will be developed showing the anticipated land use.

4.3 No Build Traffic Analysis

Develop exhibits of existing daily, AM and PM peak hour volumes for major arterial segments and intersection within the study area.

Evaluate existing study intersection levels of service using the most current version of Synchro software and existing corridor segments using Highway Capacity Software to identify existing study corridor deficiencies.

Forecast 2045 future traffic volumes based on background traffic growth and anticipated development for the future land use scenario. Future trips will be determined using historic traffic growth trends and/or trip generation. Trip Generation would utilize the latest ITE Trip Generation Manual and be based off the developed future land use and land use densities identified by the market analysis.

Develop exhibit for Future 2045 daily, AM and PM peak hour segment and intersection volumes within the study area.

Evaluate Future 2045 No Build corridor segments and intersections for future land use scenario to identify future deficiencies.

4.4 Safety Analysis

Review 2019 Trail Street Corridor Study and any additional applicable safety studies.

Develop crash “hot spot” map to identify locations with reoccurring events.

Review safety feedback from Public Engagement activities and evaluate potential safety improvement needs.

Corridor specific crash rates will be developed at the following public intersections and compared to statewide average rate for similar facilities:

- Wyatt Earp Boulevard and US-56/US-283
- Trail Street and US-56/US-283/US-400
- Airport Road & US-56/US-283

- Lariat Drive and US-56/US-283

Segments:

- US-56 (east/west segment, excluding public intersection crashes)
- US-56 (north/south segment, excluding public intersection crashes)
- US-400 (east/west segment east of US-56, excluding public intersection crashes)
- Trail Street (excluding public intersection crashes)
- Wyatt Earp Boulevard (excluding public intersection crashes)

Based on hot spot map and areas of high crash rates, we will qualitatively evaluate potential safety benefits of the alternatives and relate that to correctable patterns.

CMF analysis will not be completed with this project but can be provided via supplemental agreement if needed for grant application and/or benefit cost analysis.

4.5 Environmental Evaluation and Report

Collect and compile desktop information related to the following environmental resources, which could affect development along the project corridor:

- Farmland – Estimated prime farmland and farmland of statewide importance impacts will be determined based on available NRCS data.
- Floodplains and Floodways – Floodplains and regulatory floodways will be identified based on available FEMA maps or other sources on exhibits and discussed in the report.
- Wetlands and Streams – Wetlands and streams will be identified using the National Wetland Inventory and National Hydrography Dataset, and will be field-verified during one site visit, as practicable, from existing public roadways.
- Hazardous Waste– Known sites, determined through a desktop review of state and federal databases, will be discussed and located on exhibits.
- Public lands – Section 4(f) and Section 6(f) public lands will be identified on exhibits and discussed in the report. Public lands will be identified through review of desktop resources.
- National Register of Historic Places Sites – Previously documented sites (sites listed in the National Register of Historic Places) will be identified and included in the report exhibits. Adjacent structures 45 years of age and older will be identified by review of publicly available historic imagery and topographic information for potential later evaluation.
- Threatened and Endangered Species– Potential habitat for current federally listed threatened and endangered species will be identified on report exhibits and discussed in the report. Preferred habitat for state-listed species will also be identified. Preferred habitat will be identified using desktop resources including land cover data and aerial imagery.

Complete a limited sight investigation to field-verify the presence/absence of specific desktop-identified sensitive environmental features. The field confirmation effort will be completed from public right of ways.

Present findings of the environmental evaluation and associated exhibits in an Environmental Evaluation Report.

4.6 Hydrology and Hydraulic Evaluation

Major drainageways through the corridor will be identified and existing design storm flow rates for the 2-,5-,10-, 25-, 50-, 100-year events will be estimated using USGS StreamStats, KDOT regression equations, or the Rational Method, depending on the watershed size and land use. The existing conveyance capacity of the three main culverts in the project area will be evaluated using KDOT drainage design standards.

KDOT, City, or County shall provide LIDAR data to assist with the drainage area delineations.

As-builts of existing storm drainage structures shall be provided.

4.7 Existing Conditions Memo

Olsson will compile a memo that summarizes the tasks completed within the Data Collection and Existing Conditions Evaluation Phases. Memo will be submitted to the City for comment and approval prior to moving onto the next phase.

Existing Condition Evaluation Deliverables

- Existing Conditions Memo

5 ALTERNATIVE DEVELOPMENT AND ANALYSIS

In this phase, initial alternatives will be developed and then narrowed to the three top alternatives. Alternatives will be developed based on the following considerations: current and future traffic volumes, safety, impacts to utilities, environmental constraints, signage, drainage impacts, rights of way, maintenance of traffic, constructability, and overall feasibility.

5.1 Initial Alternatives

Up to twelve (12) high-level alternatives will be identified for the study corridor and high-level exhibits will be developed for each showing the impacts. Exhibits will be line drawings on aerials.

An evaluation matrix will be developed to weigh each alternative to the criteria identified at the kick-off meeting and refined during public engagement. The Steering Committee will review and comment on the results of the evaluation matrix to come to agreement on the top three alternatives.

The top three alternatives will be selected and moved to further analysis detailed in the next section.

5.2 Conceptual Alternatives

Up to three (3) conceptual alternatives will be developed for the study corridor. This may or may not include signalized intersections with various lane configurations, interchanges, and/or access control. This design will be taken to a 10% level to develop initial costs and understand impacts. Assumed one (1) of the alternatives developed by Olsson for the City for the Trail Street and US-283/US-400/US-56 intersection can be utilized for this task.

10% conceptual cost estimates will be developed for the final alternatives.

Depending on alternatives developed, the existing railroad bridge may or may not be modified. The age will be reviewed to determine anticipated lifespan. Structural condition of the bridge will NOT be reviewed.

Railroad coordination will be completed to discuss any modification or new bridges over the railroad to ensure the alternative will meet current clearance requirements.

Evaluate improvement impacts to existing utilities, environmental constraints, drainage, and right of way along the corridor.

5.3 Concept Drainage Design

A conceptual drainage system for up to three (3) alternatives will be prepared in accordance with KDOT drainage design standards. The concept drainage design will be sufficient to generate conceptual costs for up to three (3) alternatives.

5.4 Traffic Analysis

Complete intersection and segment analysis on each of the three (3) recommended alternatives utilizing future 2045 traffic conditions using Synchro and HCS. Analysis will be performed for both the AM and PM peak hours to summarize anticipated delay, level of service (LOS), and queuing.

5.5 Safety Analysis

Olsson will qualitatively determine the impacts of the three alternatives.

5.6 Preferred Alternative

A new evaluation matrix will be developed to evaluate the top three alternatives. They will be evaluated based on impacts, safety, design, and cost. The completed evaluation matrix will be discussed with the Steering Committee to assist with the final decision.

A preferred alternative will be selected and presented to the Steering Committee and Public at the 2nd Public Open House. If needed, more detailed conceptual design will be developed via supplemental agreement. gain public feedback on the preferred alternative and recommendations prior to the draft plan being finalized.

Alternative Condition Evaluation Deliverables

- Conceptual alternative exhibits
- Conceptual level (10%) cost estimates
- Evaluation matrix

6 REPORT

Olsson will develop a report that summarizes existing conditions, public engagement, evaluation process, and the concept design for recommended improvements. Cost estimates and funding opportunities will also be included.

A draft report will be submitted to the City and KDOT for review. Review comments will be integrated into a final report.

Report Deliverables

- Draft US-283/US-400/US-56 Corridor Study
- Final US-283/US-400/US-56 Corridor Study

EXCLUSIONS

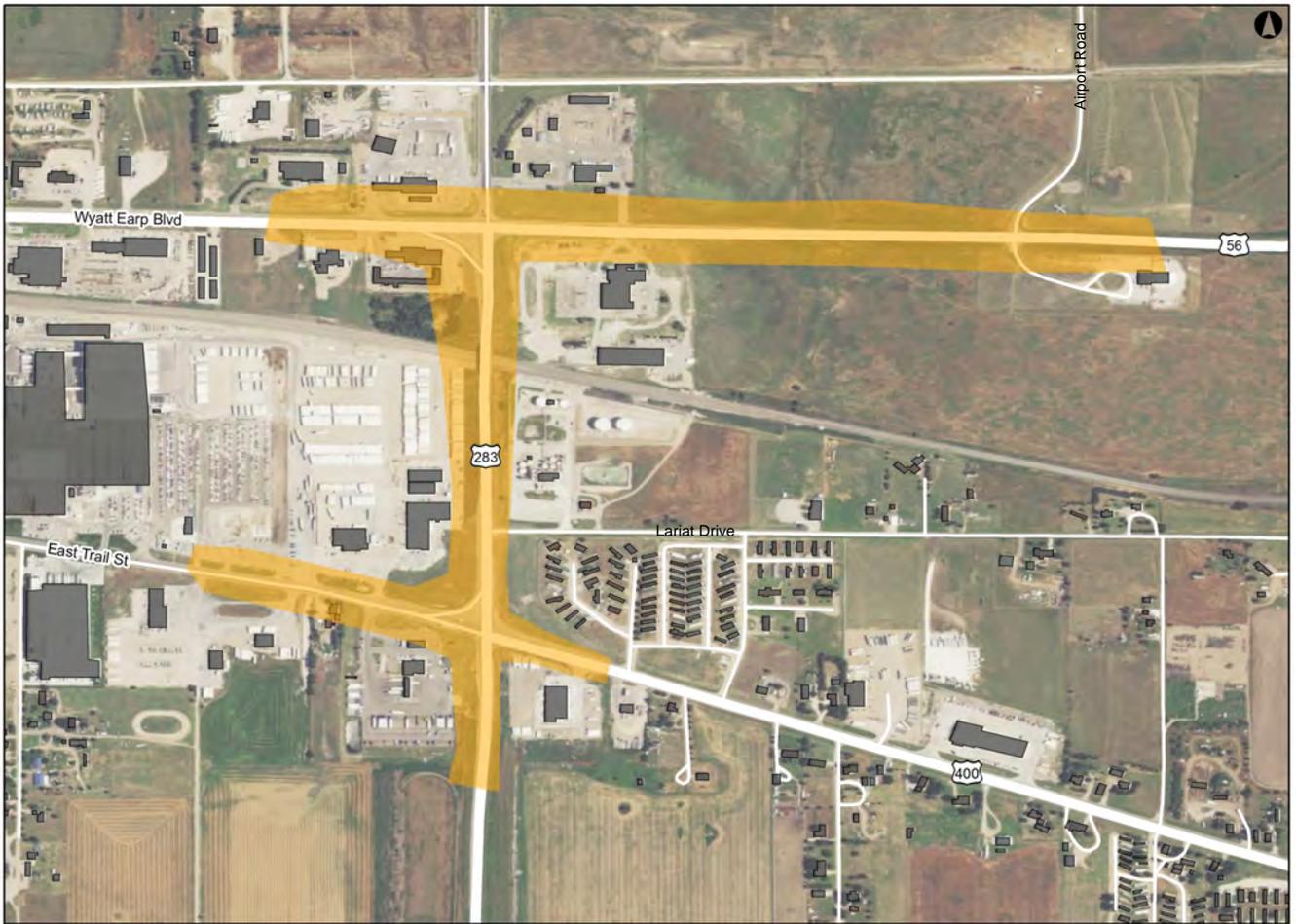
- Grant writing
- Topographical, right-of-way, utility survey
- Design plans
- Noise study
- Traffic analysis not identified in the scope including microsimulation analysis (VISSIM) and travel demand modeling

SCHEDULE

Olsson shall begin work under this Agreement within ten business (10) days of execution of this Agreement and will strive to complete the work in accordance with the schedule below:

Project Milestones	Completion Date
Notice to Proceed	October 1, 2023
Data Collection	October / November 2023
Existing Conditions Evaluation	November / December 2023
Public Open House #1	December / January 2023
Alternative Development and Analysis	January – March 2024
Public Open House #2	May / June 2023
Final Recommendation and Report	June 2024

**US-283/US-400/US-56 CORRIDOR STUDY
PROJECT AREA**



 Project Area

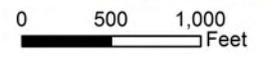


EXHIBIT B - HOUR ESTIMATE - US-283/US-400/US-56 Corridor Study - Dodge City, KS

9/14/2023

		Billing Rate	\$233.00	\$264.74	\$211.00	\$212.00	\$175.00	\$126.00	\$114.00	\$193.00	\$147.00	\$102.00	\$133.00	\$88.00	\$159.00	\$123.00	\$100.00	\$114.00	Total	Total	Total Fee	Total
Phase / Task	Description of Work Items / Tasks	Team Leader / Project Manager	Principal in Charge	Technical Leader	Senior Engineer	Project Engineer	Assistant Engineer	Sen. CAD Tech	Senior Planner	Project Planner	Assistant Planner	Sen. Pub Engagement	Pub Engagement Asst.	Project Scientist	Associate Scientist	Assistant Scientist	Admin	Hours	Labor Fee		Per Phase	
1	Project Management																					
1.1	Project Management and QA/QC	40	8	8													8	64	\$14,038		\$14,037.92	
1.2	Project Kick-Off Meeting	12		2		6						2						22	\$4,534		\$4,534.00	
1.3	Coordination	8	2	2		4																
1	SUBTOTAL	52	8	10	0	6	0	0	0	0	0	2	0	0	0	0	8	86				\$18,571.92
2	Public Engagement																					
2.1	Develop Public Engagement Plan	4										8	8					20	\$2,700		\$2,700.00	
2.2	Steering Committee	12								8		16	8					44	\$6,444		\$6,444.00	
2.3	Public Outreach	24				4	32			60		80	80					280	\$36,824		\$36,824.00	
2.4	Marketing and Outreach	2								8	16	36	36					98	\$11,230		\$11,230.00	
2.5	Online Engagement	1								8	20	8	4					41	\$4,865		\$4,865.00	
2.6	Public Survey	1										12	12					25	\$2,885		\$2,885.00	
2.7	Public Engagement Summary	1										12	16					29	\$3,237		\$3,237.00	
2	SUBTOTAL	45	0	0	0	4	32	0	0	76	44	172	164	0	0	0	0	537				\$68,185.00
3	Data Collection																					
3.1	Mapping	1				2		4	4	14								25	\$3,869		\$3,869.00	
3.2	Roadway and Intersection Characteristics	2				6	12	4										24	\$3,484		\$3,484.00	
3.3	ROW and Ownership	2				4	6	4										16	\$2,378		\$2,378.00	
3.4	Land Use and Transportation Plans	1							2		6							9	\$1,231		\$1,231.00	
3.5	Comprehensive Plans, Zoning, Regulations	1							2		6							9	\$1,231		\$1,231.00	
3.6	Development Plans	1							2		6							9	\$1,231		\$1,231.00	
3.7	Traffic Counts						2											2	\$252		\$252.00	
3.8	Crash Data	1				6	16											23	\$3,299		\$3,299.00	
3.9	Existing Utility Data	1				2	8											11	\$1,591		\$1,591.00	
3.10	Socio-Economic Data	1				2	4											7	\$1,087		\$1,087.00	
3	SUBTOTAL	11	0	0	0	22	48	12	10	14	18	0	0	0	0	0	0	135				\$19,653.00
4	Existing Conditions Evaluation																					
4.1	Market Analysis								4		10							14	\$1,792		\$1,792.00	
4.2	Land Use Planning								8	12	14							34	\$4,736		\$4,736.00	
4.3	Existing Traffic Analysis	4			2	8	40	12										66	\$9,164		\$9,164.00	
4.4	Safety Analysis	2			2	8	20			8								40	\$5,986		\$5,986.00	
4.5	Environmental Evaluation and Report													20	60	45		125	\$15,060		\$15,060.00	
4.6	Hydrology and Hydraulic Evaluation			4			24											28	\$3,868		\$3,868.00	
4.7	Existing Conditions Memo	4			2	8	16			4								34	\$5,360		\$5,360.00	
4	SUBTOTAL	10	0	4	6	24	100	12	12	24	24	0	0	20	60	45	0	341				\$45,966.00
5	Alternative Development and Analysis																					
5.1	Initial Alternatives	12		6		16	40	60										134	\$18,742		\$18,742.00	
5.2	Conceptual Alternatives	6		18		76	8	16										124	\$21,328		\$21,328.00	
5.3	Concept Drainage Design			12			30											42	\$6,312		\$6,312.00	
5.4	Traffic Analysis	2				12	60	8										82	\$11,038		\$11,038.00	
5.5	Safety Analysis	2			2	8	20			8								40	\$5,986		\$5,986.00	
5.6	Preferred Alternative	6				16	12	4										38	\$6,166		\$6,166.00	
5	SUBTOTAL	28	0	36	2	128	170	88	0	8	0	0	0	0	0	0	0	460				\$69,572.00
6	Report																					
6.1	Draft Report	16				32	64	32		16							2	162	\$23,620		\$23,620.00	
6.2	Final Report	4				12	24	16		4							2	62	\$8,696		\$8,696.00	
6	SUBTOTAL	20	0	0	0	44	88	48	0	20	0	0	0	0	0	0	4	224				\$32,316.00
Total Hours		166	8	50	8	228	438	160	22	142	86	174	164	20	60	45	12	1783				
Totals		\$38,678	\$2,118	\$10,550	\$1,696	\$39,900	\$55,188	\$18,240	\$4,246	\$20,874	\$8,772	\$23,142	\$14,432	\$3,180	\$7,380	\$4,500	\$1,368	\$254,263.92	\$254,264			\$254,263.92

SUMMARY

Total Labor	\$254,263.92
Total Expenses and Subconsultants	\$18,413.00
Total Project Fee	\$272,676.92

EXHIBIT C - EXPENSES

TOTAL EXPENSES		US-283/US-400/US-56 Corridor Study		
Expenses	Qty		\$ Ea.	Cost
Public Engagement Material Prep	1	LS	\$1,000.00	\$1,000.00
Market Analysis (Canyon Research Southwest)	1	LS	\$7,500.00	\$7,500.00
Traffic Counts (All Traffic Data)	1	LS	\$6,000.00	\$6,000.00
Hotel*	9	Nights	\$120.00	\$1,080.00
Meals*	36	Meals	\$15.00	\$540.00
Mileage (700 miles roundtrip from KC or Lincoln)*	3500	Miles	\$0.655	\$2,292.50
			Total	\$18,413.00

*Detail Breakout

Kick-Off Meeting (1 people)

1 Hotel Room

4 Meals/Person = 4 Meals

1 vehicle's mileage = 700

Public Open House #1 (4 people)

4 Hotel Rooms

4 Meals/Person = 16 Meals

2 vehicles' mileage = 700x2 = 1400

Public Open House #2 (4 people)

4 Hotel Rooms

4 Meals/Person = 16 Meals

2 vehicles' mileage = 700x2 = 1400



Memorandum

To: City Commission

From: Assistant City Manager, Melissa R. McCoy

Date: November 6, 2023

Subject: Approval to name the Municipal Services Building Classroom after Ken Strobel

Agenda Item: New Business

Recommendation: It is the recommendation of City Administration to name the Municipal Services Building (MSB) Classroom, the *Strobel Solutions Center* after former City Manager and City Attorney, Ken Strobel.

Background: Ken Strobel was a pillar in the City of Dodge City and its legal community. His commitment to our City was demonstrated by a lifetime of service in many capacities for the City, the First United Methodist Church, the Dodge City Chamber of Commerce, and U.S.D. No. 443. His service was punctuated by his tenure as City Manager of this fair City and his many years of service as City Attorney. He served always with a vision of consensus, cooperation, and improvement. His efforts and involvement, always in concert with his wife Carol, were devoted to moving Dodge City and southwest Kansas toward a sustainable and relevant future for its citizens.

The naming of this space as the Strobel Solutions Center will memorialize his legacy and will serve as a constant reminder of the importance of public service and the profound impact it has on a community.

City Commission Options:

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

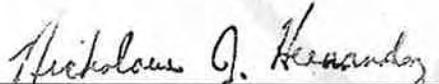
Financial Considerations: There are no financial considerations.

Legal Considerations: This request complies with the City of Dodge City Memorial/Dedication Policy.

Mission/Values: Together we serve to make Dodge City the best place to be.

Attachments: Room Plaque Text

Approved for the Agenda by:


Nicholaus J. Hernandez, City Manager

Plaque Text:

Strobel Solutions Center

Ken Strobel was a pillar in the City of Dodge City and its legal community.

His commitment to our City was demonstrated by a lifetime of service in many capacities for the City, the First United Methodist Church, the Dodge City Chamber of Commerce, and U.S.D. No. 443. His service was punctuated by his tenure as City Manager of this fair City. He served always with a vision of consensus, cooperation, and improvement. His efforts and involvement, always in concert with his wife Carol, were devoted to moving Dodge City and southwest Kansas toward a sustainable and relevant future for its citizens. His fervent desire would be that all who enter this space do so with a commitment to honor his legacy with open minds and a sense of community.



Memorial / Dedication POLICY

**City of Dodge City
806 N. 2nd Ave
Dodge City, KS 67801
(620) 225-8160**

Adopted February, 2021

**City of Dodge City
Naming Parks/Facilities Policy
Table of Contents**

1. Purpose.....	3
2. Background.....	3
3. Definitions.....	3
A. Parks/Park Sites/Strip Parks.....	3
B. City Buildings/Facilities.....	3
C. Recreation Facilities & Amenities.....	3
D. Support Facilities.....	3
4. Policy.....	3
5. Individual/Organization Naming.....	4
6. Dedications / Memorials.....	5
7. Plaques, Markers, and Memorials.....	6
8. Guidelines associated with Fundraising Campaigns.....	6
9. Nomination Process.....	6
10. Procedures.....	7
A. New Facilities.....	7
B. Existing Unnamed Facilities.....	8
C. Dedication/Memorial Placement Procedures.....	8
11. Renaming Parks/Facilities.....	8
12. Nomination Acceptance.....	9

1. PURPOSE

To provide guidelines and procedures for the naming of City Parks, City Facilities and Specific Facilities in Parks or on City owned property.

2. BACKGROUND

The City of Dodge City has lacked a policy to guide staff and the City Commission in the naming of City facilities, including buildings, support facilities, park sites and recreation facilities. As a result, City facilities have been named in honor of public officials and citizens without the benefit of a City Commission approved policy to guide the naming process. The development of a Policy/Procedure to guide the naming of City facilities is intended to enable the process to be applied in a fair, objective, and consistent manner.

3. DEFINITIONS

- A. Parks/Park Sites: Owned and managed by the City, used for public recreation purposes, and include developed and undeveloped park areas and designated openspace areas.
- B. City Buildings/Facilities: City owned facilities used to conduct City business. Buildings may include but are not limited to City Hall, Fire and Police Stations, Library, Medical Arts Facility, and meeting rooms.
- C. Recreation Facilities & Amenities: Facilities/amenities that could be located within a park or part of a facility. These include, but are not limited to athletic fields, gymnasiums, pavilion, meeting rooms, picnic shelters, tennis and basketball courts and playground equipment, golf course, recreation centers.
- D. Support Facilities: City owned facilities that are used to support field operations. Support facilities may include, but are not limited to, the Wastewater Treatment Facility, the Recycling Center and Parks Building.

4. POLICY

- A. The policy of the City is to name facilities in a manner that will provide an easy and recognizable reference for the City's customers. Therefore, naming options will always consider a name based on the facility's geographic location. However, the policy also establishes conditions for the consideration of naming options based on other factors.

- B. The City Commission finds public involvement essential in considering naming of public lands and facilities. It is the intent of this policy that Commission or Board meetings and individual citizen recommendations provide ample opportunity for citizen input prior to developing recommendations for City Commission consideration.
- C. No part of this policy shall conflict with any City ordinance, Code or other laws and regulations.
- D. The Parks and Facilities Board (or other subcommittee appointed by the City Commission) shall evaluate names of parks and facilities and shall make recommendations to the City Commission.
- E. Whenever possible, all City facilities will be named for their geographic location. The geographic location may be based on the identification of the facility with a specific place, neighborhood, major street, regional area of the City or the City itself if the facility is deemed to serve the entire community or the surrounding areas. A park, facility or specific facility may be named for the street it is adjacent to.
- F. Consideration of names for facilities may include a prominent form of topography, a prominent plant, bush or tree and historical precedent.
- G. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered.
- H. Names must be tasteful and non-controversial.
- I. The City Manager under the direction of City Commission may amend the naming procedures at any time to facilitate appropriate levels of citizen involvement.
- J. The City Commission shall have the final authority to approve names of Parks and other Facilities, and Dedication/Memorial Placement requests.

5. INDIVIDUAL/ORGANIZATION NAMING

The naming of City facilities in honor of individuals (Deceased or Living) or community organizations (Active or Non-active) may be considered under the following conditions:

- A. The individual, their family or a community organization has made exceptional contributions to the City, including, but not limited financial gifts, public service, dedications, contributions, etc.
- B. Effort should be made for a well-defined connection associated with the contributions of the individual or community organization and the City facility.
- C. The significance of the contribution from the individual/ organization needs to be evaluated in terms of the service impact of the City facility. Individual and organizations that have made contributions of regional or community wide significance may be considered for naming of facilities that serve the region or community. Individuals and organizations that have made contributions of area or neighborhood wide significance may be considered for naming of facilities that serve areas or neighborhoods within the City, including recreational facilities and amenities within City parks.

- D. The individual was/is a resident of the City of Dodge City, or has served in an elected political position representing the citizens of Dodge City to include the area comprising the Dodge City Unified School District for fifteen (15) years or more.
- E. The individual must not have been convicted of a felony.
- F. The person being memorialized died in the line of duty serving the City of Dodge City or the United States of America or died while performing a heroic act (e.g., saving the life of another person).
- G. Individual: (Deceased or Living) City will obtain and/or attempt to make contact for approval from family members of individuals recommended for having a park, facility or specific facility named in their honor.
- H. Organization: Active: Signed letterhead with approval from Board of Directors stating their approval for the naming of a park, facility, or specific facility.
Non-Active Organization: City Commission will have FINAL approval based on recommendations. Satisfying one or more of the eligibility criteria listed above does not assure a recommendation from the Parks and Facilities Board or City Commission approval.

6. DEDICATIONS / MEMORIALS

In addition to the naming of public facilities by using the criteria established, the City can provide for the recognition of individuals, either deceased or living, or organizations, active or non, by the placement of memorial objects (symbols); such as, living trees, public benches, rocks, memorial flagpoles, sculptures, etc., in public facilities, on public lands or parks. The approval, placement, and identification of these dedications will be at the discretion of the Parks and Facilities Board and the City Commission. Approval is subject to the following guidelines and conditions.

- A. Dedication or memorial plaques may not be placed in or on City facilities without Parks and Facilities Board recommendation and City Commission approval.
- B. The City will not be responsible for upkeep, repair or replacement of any dedication or memorial plaque whose placement was not initiated and placed by the City.
- C. Facilities or portions thereof may be dedicated in memory, or honor of, individuals, groups, or organizations. Dedications are encouraged to be in the form of facility improvements or enhancements.
- D. Dedication may be in recognition of an outstanding service, a donation or contribution to the facility or community.
- E. Dedication may be in memory of someone who has contributed to the facility or community.
- F. Any individual, family, group or organization sponsoring a dedication or memorial must provide sufficient funds to purchase, install, and maintain any plaque or other form of label associated with the recognition.
- G. The City will make every effort to preserve any dedication plaque or other dedicated object. If necessary, due to repair of surrounding areas, construction or redesign of a facility, the plaque or dedication object may be relocated. If the plaque or other

dedication object cannot continue to be reasonably maintained or after a period of ten (10) years, it may be removed by the City.

- H. If the dedication includes the gift of a tree or other plant the City will provide its regular standard of landscape care for the tree. If the tree does not survive, the City is not obligated to provide a replacement. If the dedication includes the gift of an object (e.g. bench, picnic table, play equipment), the City will provide its regular standard of care and maintenance for the object. If the object is damaged due to vandalism, becomes unusable due to age, wear, and tear or is stolen, the City is not obligated to replace or repair the object.
- I. The City and Parks and Facilities Department will have select options such as living trees, public benches, rocks, memorial flagpoles, sculptures, etc. to choose from for the memorial/dedication so it is in accordance with current themes and park/facility aesthetics.

7. PLAQUES, MARKERS, AND MEMORIALS

Plaques, Markers and Memorials that are requested to be located on City Property, a City Facility or on any City Premises, must follow the guidelines set below:

- A. Must be in accordance with City Standards. The location, size and writing on plaques require approval by the designated City Staff.
- B. Designed to blend with the compliment of the existing Park or Facility.
- C. Must be made of bronze or any other pre-approved material by the City of Dodge City.
- D. Each plaque, marker or memorial request will be reviewed by the City Manager or designee prior to submission to the Parks and Facilities Board

8. GUIDELINES ASSOCIATED WITH FUNDRAISING CAMPAIGNS

The naming of facilities in association with fundraising campaigns may be considered under the following conditions:

- A. Organizations affiliated with the City that desire to raise funds for a city sponsored project must receive a recommendation from the Parks and Facilities Board and receive final approval from the City Commission prior to attaching naming opportunities to the fundraising campaign.
- B. Organizations conducting fundraising campaigns with naming opportunities attached must immediately notify City staff when a naming proposal is under consideration to facilitate an administrative review.
- C. Naming proposals that promote alcohol, tobacco products or political organizations will not be considered.
- D. Acceptance of a naming proposal by an organization conducting a fundraising campaign must be considered “conditional pending” until a review and recommendation by the Parks and Facilities Board and a FINAL approval by the

9. NOMINATION PROCESS

All requests to the Parks and Facilities Board and City Commission, including those developed by City or Agency Staff for naming of City lands and facilities, must be submitted to the office of the City Clerk and contain detailed justification for the request.

- A. The detailed request will provide at minimum name and accomplishments of individual, the individuals contribution to the community and any drawing, sketch or architectural rendering of the proposed memorial.
- B. The City Clerk will transmit the request and supporting documents to the Parks and Facilities Board for review. If applicable, a public hearing, as outlined in this policy, will take place before a recommendation is made to the Commission.
- C. After action has been taken on the nomination by the Parks and Facilities Board, the recommendation will be sent back to the City Clerk to be placed on the City Commission agenda.
- D. The Clerk will notify the petitioner of the date for Commission consideration and/or the subsequent action by City Commission.
- E. This process does not apply to the naming of streets which will continue to be processed through the Planning and Zoning Commission.

10. PROCEDURES

- A. New Facilities

****A temporary name can be designated by Parks and Facilities Board Members for identification during the “waiting period” of acquisition and/or development of the park area or facility and the formal naming process.**

****This policy will still allow naming of the park contests to be held through various means that have prior approval of the Parks and Facilities Board.**

1. Working in cooperation with the Parks and Facilities Department, individuals, groups, and organizations interested in proposing a name for a new un-named park area or facility must do so in writing. The proposal shall be presented to the City Clerk for consideration by the Parks and Facilities Board.
2. The Parks and Facilities Board will seek input on a name request at the regular monthly meeting and will allow 30 days following their meeting for public comment.

3. A notice of naming a facility will be published in the official Dodge City newspaper and posted on the city website to offer a chance for citizen comment.
4. The Parks and Facilities Board will act on each request made, and if approved, will forward to the City Commission for approval following the 30 days for public comment.
5. Only approvals of a proposed name for a facility will be forwarded to the City Commission.

B. Existing Unnamed Facilities

1. Working in cooperation with the Parks and Facilities Department, individuals, groups, and organizations interested in proposing a name for an existing unnamed park area or facility must do so in writing. This proposal shall be presented to the City Clerk for consideration by the Parks and Facilities Board.
2. At a minimum, a written request with the proposed memorial dedication must be provided. Additional information can also be provided.
3. The Parks and Facilities Board will seek input on a name request at the regular monthly meeting and will allow 30 days following their meeting for public comment.
4. A notice of naming a facility will be published in the official Dodge City newspaper and posted on the city website for citizen comment.
5. The Parks and Facilities Board will act on each request made, and if approved, will forward to the City Commission for approval following the 30 days for public comment.
6. Only approvals of a proposed name for a facility will be forwarded to the City Commission.

C. Dedication/Memorial Placement

1. Working in cooperation with the Parks and Facilities Department, individuals, groups, and organizations interested in proposing to place a dedication or memorial in any park area or facility must do so in writing. This proposal shall be presented to the City Clerk for consideration by the Parks and Facilities Board.
2. At a minimum, a written request with the proposed name and the individual's contributions must be made. Additional information (photos, brochures, area map, drawings, etc.) are highly recommended.
3. The Parks and Facilities Board will consider each application for a dedication/memorial placement request at the regular monthly meeting.
4. The Parks and Facilities Board will act on each request made, and if approved, will forward to the City Commission for approval.
5. Only approvals of a proposed dedication/memorial placement will be forwarded to the City Commission.

11. RENAMING PARKS/FACILITIES

The renaming of parks and facilities will be strongly discouraged and can only be initiated upon City Commission approval. If considered, critical examination will be conducted to insure that renaming the park or facility will not diminish the original justification for the name or the prior contributors. Renaming will follow the same procedures as outlined in sections 10 (A) and (B) but must also be accompanied by a petition from the park or facility users as well as the residents surrounding the area.

Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks that have been named by deed restriction shall not be considered for renaming.

Parks and facilities named after individuals shall never be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community.

If it is found that the memorial/dedication policy has been violated by false representation, questionable character choices, legal matters, and any other situation that would represent the City of Dodge City in an unreasonable or unethical manner, the City Manager and City Commissioners have the right to remove any memorial/dedication and the naming rights in its entirety.

Park sponsorship is a different agreement and will have a separate process for approval.

12. NOMINATION ACCEPTANCE

Any nomination received will be forwarded to the Parks and Facilities Board within thirty (30) days after receipt of a completed nomination request.

Any questions regarding this policy and procedures should be directed to:

**Dodge City Hall
801 N. 2nd Ave
Dodge City, KS 67801
Phone (620) 225-8100**



Memorandum

To: Nick Hernandez, City Manager & City Commission
From: Daniel Cecil, Parks and Recreation Director
Date: November 6, 2023
Subject: Public Transportation Local Match Grant Letters
Agenda Item: New Business

Recommendation: Staff recommends the City Commission approve the submission of applications for 5311 public transportation grant including local match financial commitment letters as follows:

1. U.S.C. 49-5311 Public Transportation Operating Grant in the amount of \$601,944 which includes \$32,000 for administration. \$112,750 for 5 replacement vehicles and \$80,000 for dispatch services.

Background: The Dodge City Public Transportation provides services to Dodge City and Ford County area residents. Our services include Fixed Route, Demand Response and ADA Para-transit service. Currently we provide about 32,000 rides annually, this number continues to be impacted by the COVID19 pandemic and has not risen back to pre-COVID levels. The proposed budget for this grant will continue funding for the program as follows:

- Fixed Route Bus Service in Dodge City. The Fixed Route bus system was expanded in May 2015. Each route runs hourly from 6:00 am to 6:00 pm, Monday through Friday.
- Door-to-Door ADA Para-transit Service. We continue to provide door to door service (within $\frac{3}{4}$ of a mile of the Fixed Routes) for passengers with physical, cognitive or visual disabilities which prevent them from utilizing the fixed route buses.
- Regional Demand Response Service. We provide service outside the $\frac{3}{4}$ -mile Para-transit zone, and up to 2 miles beyond the city limits. Any resident may schedule a door-to-door ride if the ride's origin or destination is beyond the $\frac{3}{4}$ -mile Para-transit zone and within a 2-mile radius of City limits.

Justification: Last fiscal year, the Dodge City Public Transportation provided 30,975 rides with both Fixed Route and Para transit/Demand Response service. We expect that the Fixed Route and Para-transit services will continue to remain steady and build ridership as we continue to grow. The transportation services are very much appreciated by our vulnerable community and non-profit organizations that serve them.

Financial Considerations: Changes to the level of funding requested are in wages portion of operations and capital for the transportation vehicles. Our administrative budget and dispatch match remains steady with no significant changes. For this grant cycle staff recommends Dodge City commit to meeting

the local match costs associated with this important public service. The letters of financial commitment required for the 5311-grant application are as follows:

- U.S.C. 49-5311 Public Transportation Grant:
 - Operations (50%) \$377,194
 - Capital (20%) \$112,750
 - Dispatch \$80,000
 - Administration (20%) \$32,000
 - **TOTAL** **\$601,944**

The commitment letters are required to include a 50% local match of the Federal transportation funds for Operations and Dispatch for which the City is applying. Historically KDOT has supplemented the Federal funds and for this grant cycle we anticipate State funding of an additional 20%. With State funding, the net City obligation will be \$451,064 which is budgeted in the General Fund and in MERF for 2023.

Purpose/Mission: Improvements to public transportation represent the City's core values of Ongoing Improvement and Preparing for the Community's Future. Dodge City's expanding service is helping more residents every day by allowing them to get to work, do their shopping and get to medical appointments. The availability of public transportation also allows older residents to live more independently.

Legal Considerations: These commitment letters are required elements of the City's application for grant funding. KDOT will consider all requests and most likely will adjust the final approved amounts.

Attachments: Program budget document
Local Match Letter

SFY 2025 Public Transportation Budget 5311 and 5317
July 1, 2024 - June 30, 2025

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch		
Section L. Operating Assistance Budget						
1.	Personnel – Driver (Paid)					
	Regular PT	177,450	177,450			
	Mechanic FT	25,000	25,000			
	Health Insurance	46,314	46,314			
	FICA/KPERS	35,530	35,530			
	Workers Compensation Insurance	12,000	12,000			
	Total Personnel	296,294	296,294			
2.	Vehicle Insurance	2,200	2,200			
3.	Advertising (includes marketing materials)	2,500	2,500			
4.	Fuel	50,000	50,000			
5.	Maintenance, Repair, Lubrication, Parts, Labor, Tires	40,000	40,000			
6.	Storage (Paid)					
7.	Contract Services (Specify name & reason)*					
8.	Communications/Phone	500	500			
9.	Other (Must specify each item)					
	9a FIT Dispatching Contract			70,000		
10.	Licenses & Registration	400	400			
11.	KPTA/CTD Membership Dues	100	100			
12.	KPTA Annual Meeting Expenses	700	700			
13.	RTAP Driver Training	2,500	2,500			
14.	RTAP Manager Training	800	800			
15.	KCC Registration Fee	0	0			
16.	DOT Driver's Physical	1,200	1,200			
17.	Total Operating Expenses (Add #1 through #16)	397,194	397,194	70,000		
18.	Comments and Explanations of line items above					
19.	Project Income - Fares	20,000	20,000			
20.	Net Operating Cost (Line #17 - #19)	377,194	377,194	70,000		
21.	5311 Reimbursement Request (50% of Line 20)	188,597	188,597			

SFY 2025 Public Transportation Budget 5311 and 5317
July 1, 2024 - June 30, 2025

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch		
Operating/Dispatch Local Match Letters						
22.	5311 Operating/Dispatch Local Match Letter (50%)	188,597	188,597			
Section K - Capital Assistance Budget						
	12 Passenger Transitbus (2) & 9 Passenger Van (3)	100,000	450,000			
4.	Total Capital with 2.5% contingency	2,500	11,250			
5.	Capital Reimbursement Request (80%)	82,000	369,000			
6.	Capital Local Match Letter (20%)	20,500	92,250			
Section M - Administrative Assistance Budget						
24.	Administrative Personnel					
	Transportation Supervisor	26,520	26,520			
	Clerical Support	23,400	23,400			
	Health Insurance	15,000	15,000			
	FICA/KPERS	8,761	8,761			
	Total Administrative Personnel	73,681	73,681			
25.	Building Insurance	300	300			
26.	Office Supplies	1,500	1,500			
27.	Postage	150	150			
28.	Building Maintenance (must specify)	600	600			
29.	Utilities	2,500	2,500			
30.	Contract Services - Specify name and reason (must attach copy of contract)					
31.	Pre-Employment Drug Testing	1,000	1,000			
32.	Other (must specify each item)					
	Admin to FIT			10,000		
33.	Uniforms	250	250			
34.	Agency Audit					
35.	Total Administrative Expenses	79,981	79,981	10,000		
36.	List any general comments and explanations of line items above					
37.	Administration Reimbursement Request (80%)	63,980	63,980			
38.	Administration Local Match Letter (20%)	16,000	16,000	10,000		

SFY 2025 Public Transportation Budget 5311 and 5317
July 1, 2024 - June 30, 2025

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch	
SUMMARY (unreimbursed expense)					Total
5311 Operating (50%)		188,597	188,597		377,194
5311 Capital (20%)		20,500	92,250		112,750
5311 Administration Assistance (20%)		16,000	16,000		32,000
5311 Dispatch (50%)				80,000	80,000
Match Letter Requirements		225,097	296,847	80,000	601,944
Local Match Letters					
Dodge City		225,097	296,847	80,000	601,944
Sources					
Anticipated KDOT Subsidy (20% Operating)		75,440	75,440		150,880
Dodge City					
General Fund		129,157	129,157	80,000	338,314
MERF		20,500	92,250		112,750



Memorandum

To: City Commission
From: Kevin Israel, Director of Facilities
Date: 11-6-2023
Subject: Approval of contract with Motive Fleet systems
Agenda Item: New Business

Recommendation: Staff recommend the approval of the 3-year contract with Motive fleet systems for a total of \$68,360.00 per year.

Background: The City has been in search of fleet tracking, driver safety, and real time diagnostics. We have been using the motive demo for 3 months, and the system provides all the options needed for the City's fleet.

Justification: This equipment and software provides driver safety acknowledgment and training, GPS tracking, and real-time diagnostics. Refer to the ROI breakdown.

Financial Considerations: This will be paid for by each department's yearly budget.

Purpose/Mission: This purchase aligns with the City's core value of ongoing improvement in our community.

Legal Considerations: There are no legal issues with this purchase.

Attachments : Motive information/ROI Breakdown

Dodge City General Public Transportation
806 N. 2nd Ave,
Dodge City, KS 67801

November 6, 2023

Kansas Department of Transportation
700 SW Harrison St, 2nd floor
Topeka, KS 66603

To whom it may concern:

We, the City Commission of Dodge City, KS, are writing a letter of commitment for local matching funds for General Public Transportation in the amount of \$601,944 from the General Fund and Motor Equipment Replacement Fund (MERF).

These funds will be available as needed during the 2024 state fiscal year.

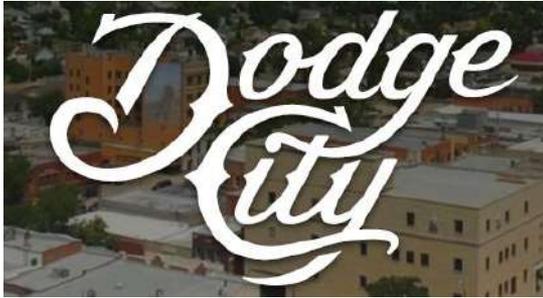
Thank you for your support of our transportation program.

City of Dodge City
Dodge City, Kansas 67801

Michael Burns, Mayor

Motive Proposal

Fleet Tracking, Driver Safety and
Digital Maintenance



Jason Lee, Account Executive
Matt Petcoff, Midwest Regional Manager

November 1, 2023



motive

Key Objectives, Value and ROI

Summary of Project Key Objectives

Key Objective #1
Track vehicles for real-time visibility to manage productivity and fuel efficiency.

Whose objective is this?

Department Heads

Why is this important?

Improve driver/worker productivity, theft prevention, and improve fuel performance (reduce spend).

What does meeting this objective look like?

Real-time GPS, Fleet View access/features

Cost of inaction #1

What happens if you don't do anything?

Lost productivity, potential theft(s), errors and lack of visibility in tracking, \$1,000's wasted in fuel

Key Objective #2
Reduce risk of accidents and provide video evidence for exoneration and proof of service.

Whose objective is this?

Department Heads/Administration

Why is this important?

Reduce liability/cost of accidents to the City, verify proof of service.

What does meeting this objective look like?

HD quality/AI enabled dashcams

Cost of inaction #2

What happens if you don't do anything?

Continue at status quo and potentially elevated risk/liability and cost of accidents.

Key Objective #3
Digitize vehicle inspections process and have fault code visibility for preventative maintenance.

Whose objective is this?

Director of Maintenance

Why is this important?

Eliminate manual process for time savings and accuracy of records.

What does meeting this objective look like?

Motive Driver App (Pre/Post Trips), Maintenance module, Fleet View (fault codes)

Cost of inaction #3

What happens if you don't do anything?

Lost time and productivity, shorter lifecycle of vehicles, cost of major repairs likely to increase.

Forecast Savings and ROI Summary

Aggregate Savings & ROI

<i>Savings Group</i>	<i>Annual Dollars Saved</i>
1. Fuel Savings	\$101,790
2. Safety Savings	\$66,200
3. Time Savings	\$21,261
Forecasted Total Annual Savings	\$189,251
Forecasted Total Contract ROI	2.0x

Source/Reference Doc: [Dodge City <> Motive ROI Calculator](#)

*Annual Dollars Saved figures represent conservative adjustments made against benchmark savings seen by other Motive customers. Initial ROI calculations suggest potential to see as much as 4x-5x return on investment.

Forecasted Savings / ROI Breakdown

1. Fuel & Compliance Savings - Improved with VGs & accompanying Motive Fuel Hub

	<i>Annual Dollars Saved</i>	<i>Annual Gallons Saved</i>
Motive Fuel Savings	\$97,079	25,500
Savings with Motive Card		-
Idle Savings	\$4,712	1,238
Compliance Savings	\$0	-
Forecasted Annual Fuel & Compliance Savings	\$101,790	26,738
Forecasted Contract VG ROI	2.3x	

2. Safety Savings- Improved with AI DCs & Coaching using Motive platform

Accident Prevention Savings	\$7,500
Exoneration Savings	\$16,200
Motive Insurance Savings	\$42,500
Forecasted Annual Safety Savings	\$66,200
Forecasted Contract AI DC ROI	1.0x

3. Time Savings - Improved efficiency by leveraging the Motive platform

<i>Task</i>	<i>Annual Dollars Saved</i>	<i>Annual Hours Saved</i>
Completing Manual Paperwork & Processes	\$10,313	375
Reviewing Videos & Coaching	\$0	0
Assigning Unidentified Trips	\$0	0
Managing Employee Documentation & Training	\$2,217	81
Planning & Scheduling Dispatches	\$1,581	58
Managing Vehicle / Asset Repairs & Downtime	\$3,713	135
Tracking Vehicles / Assets	\$3,438	125
Forecasted Annual Time Savings	\$21,261	773

Pricing and Contract Information

Pricing and Contract Information for The City of Dodge City

36 Month Contract - Annual Billing

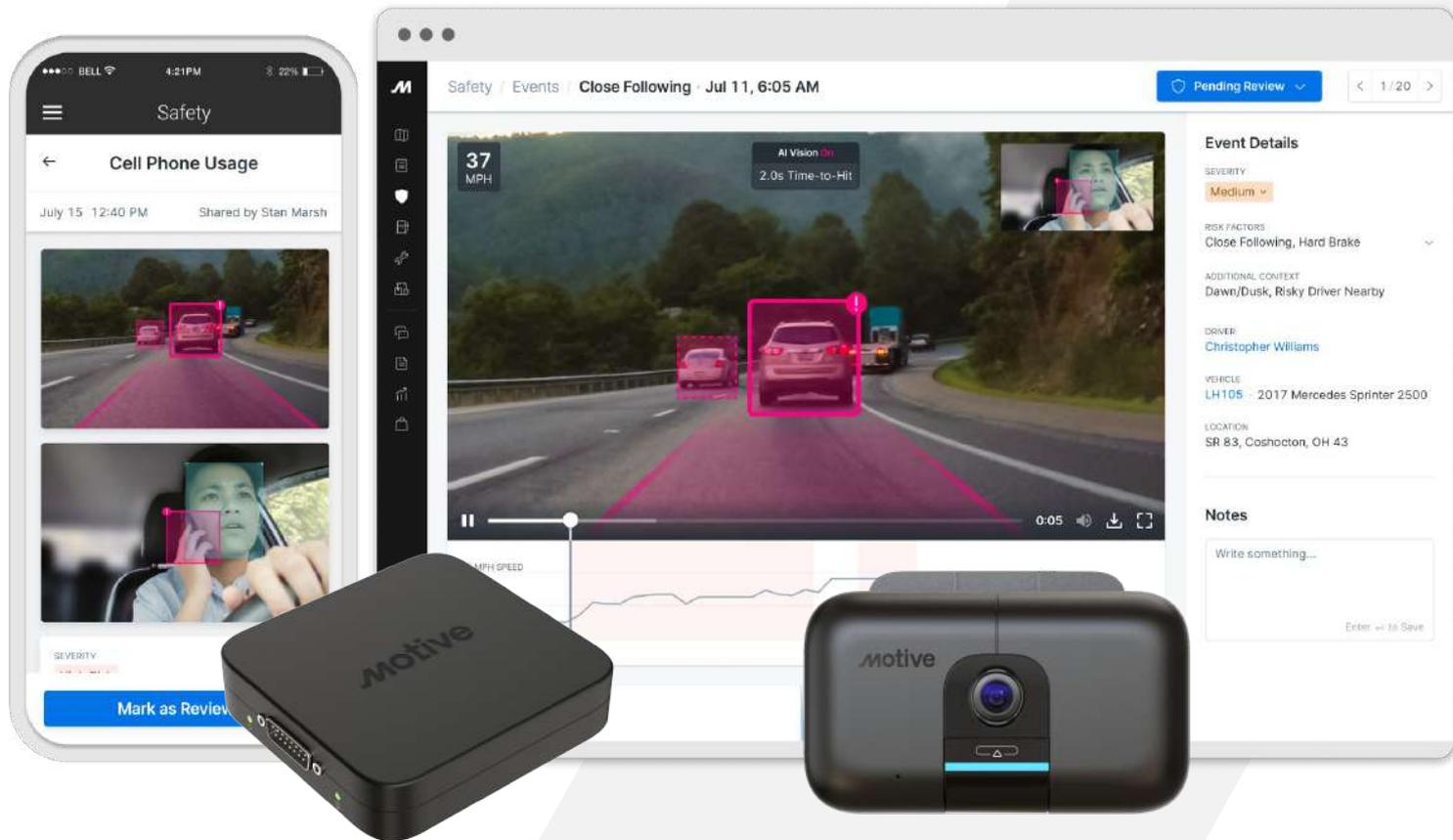
Product	Qty	Monthly Subscription Price/Unit	Annualized Subscription Total	Total Hardware Fees
Vehicle Gateway - Enterprise Package	68	\$37.50/unit <i>(25% discount)</i>	\$30,600.00	\$0.00/unit <i>(\$10,200 waived)</i>
Dual-Facing AI Dashcam	68	\$40.00/unit <i>(20% discount)</i>	\$32,640.00	\$0.00/unit <i>(\$30,600 waived)</i>
AI Omnicam	8	\$20.00/unit	\$1,920.00	\$400.00/unit
Motive Product Sub-Totals			\$65,160.00	\$3,200.00

- 5 Year Hardware Warranty included: <https://gomotive.com/legal/hardware-terms/>
- 1 year software subscription pricelock guarantee for additional units purchased
- Over the air software updates included
- Onboarding Project Manager (90 days), Customer Success Manager (post-onboarding), Professional Services team
- Motive Terms of Service available online at: <https://gomotive.com/legal/terms-of-service/>; no additional / hidden fees

This package is based on the information provided above not inclusive of shipping cost or taxes. This proposal is valid through 11/17/23. Following written confirmation of Dodge City's intent to move forward by a mutually agreed upon date, your Motive sales rep can seek final approval from Motive leadership on these terms. If there are any changes to these terms, this package is not valid.

Appendix: Product Information and Customer Onboarding/Partnership

Vehicle Gateway and Dual-Facing AI Dashcam



Your vehicles and assets are valuable. Track them.

Gain real-time visibility into the location, utilization, and health of vehicles, equipment, and assets.

Full Fleet visibility

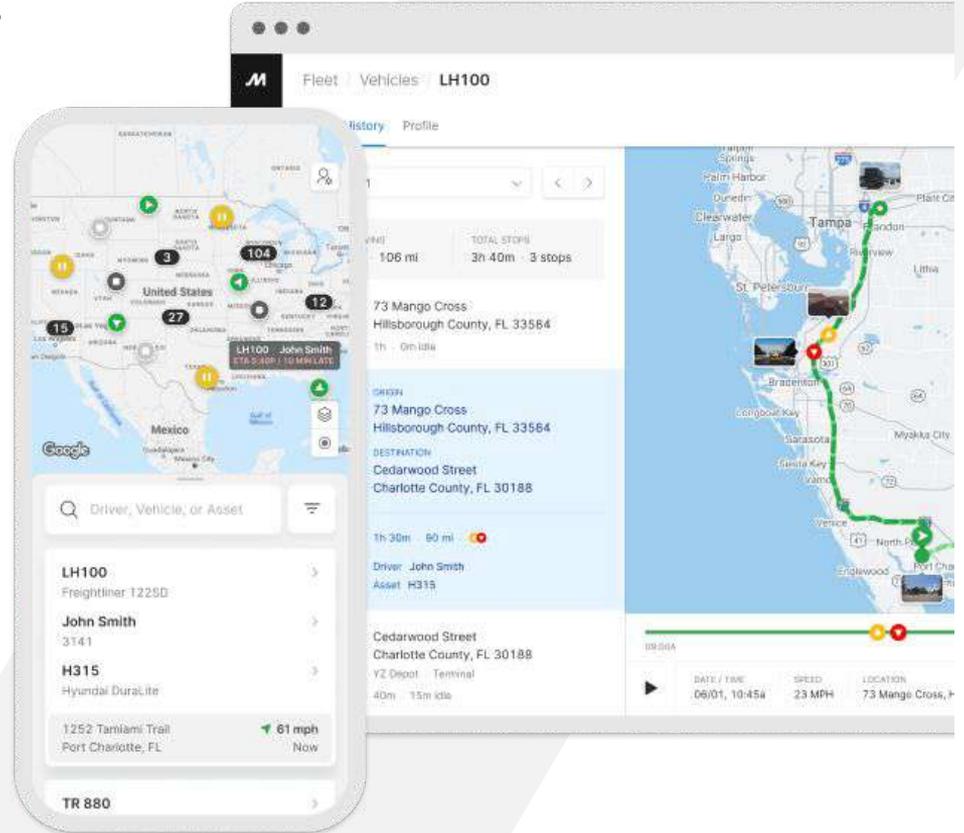
Reduce manual communication with visibility across your physical operations on a dashboard

Location-based automation

Automate your fleet visibility through alerts and actions based on real-time vehicle and asset location.

Reliable hardware

Deploy dependable devices to weather harsh and remote work environments.



Reduce accidents and protect your drivers with the leader in AI-powered accident prevention.

Industry leading AI

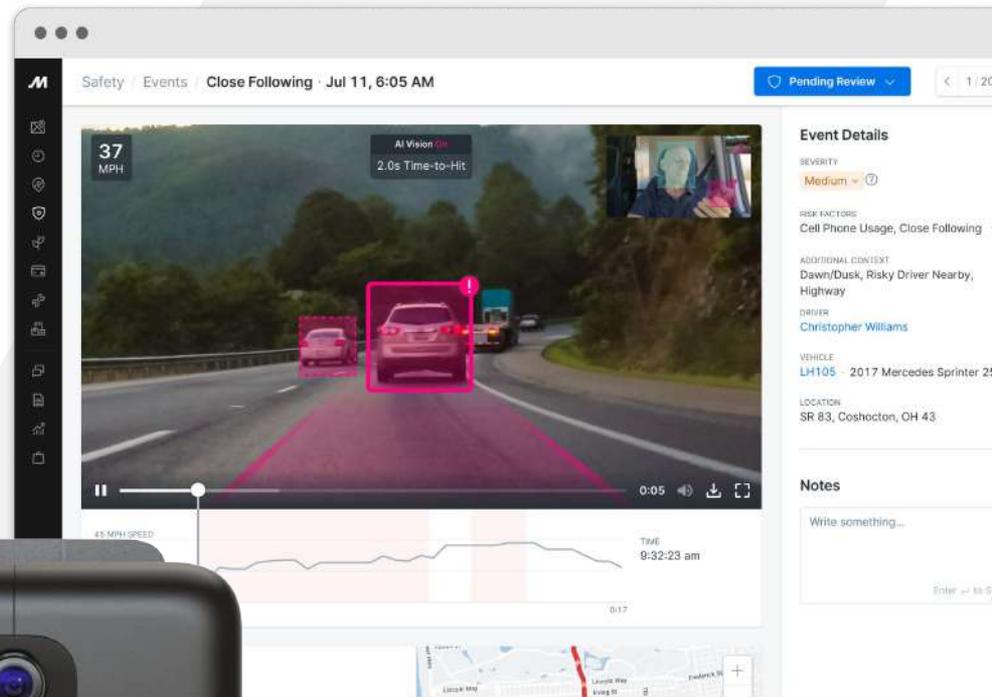
Instantly detect unsafe driving behavior with unrivaled accuracy, and alert drivers in real time.

Automated coaching

Focus on what matters with context and severity added to every video. Easily coach drivers with powerful coaching tools.

Risk scoring and reporting

Benchmark driver and company performance with the DRIVE risk score and measure the impact of your safety program.



Maximize productivity and optimize costs with proactive maintenance.

Preventive maintenance

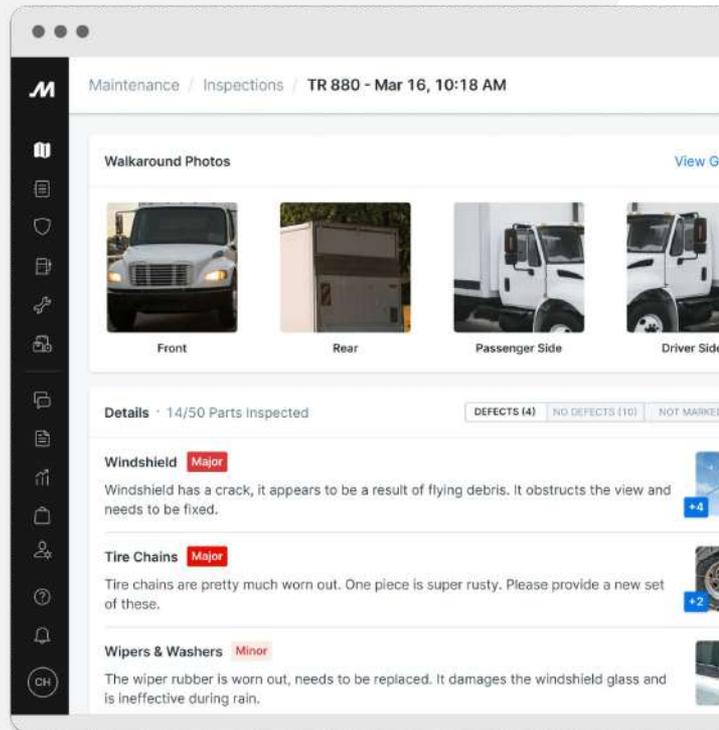
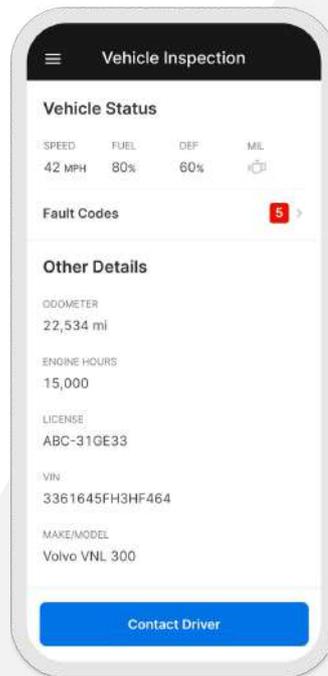
Optimize maintenance costs with automated and standardized maintenance schedules.

Vehicle and asset diagnostics

Extend the life of your vehicles and assets and keep your fleet running with automatic diagnostic and maintenance checks. Address issues early and prevent bigger problems.

Inspection records

Create thorough inspection records and maintain them electronically.

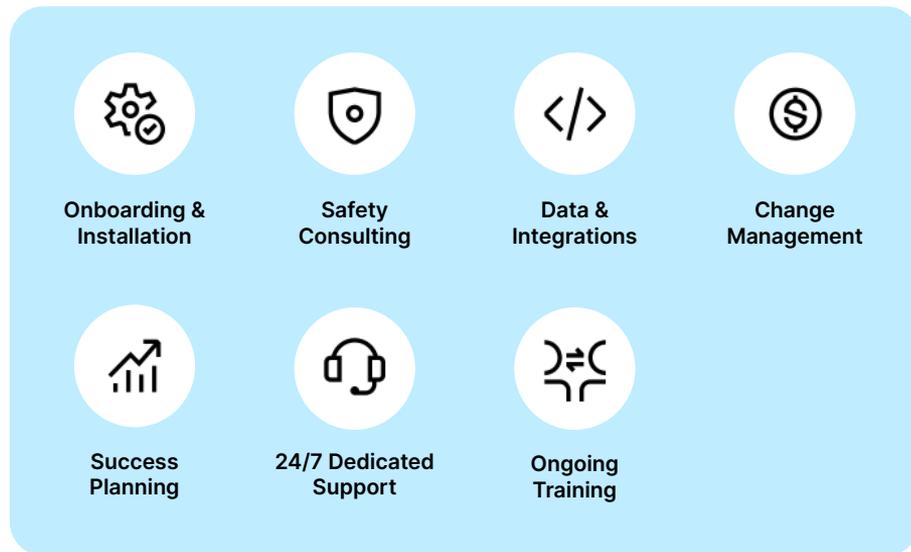


Next Steps with Motive

Our responsibility is to make it easy for customers to achieve their most aspirational business goals through Motive's suite of products and services.

At Motive, we guide our customers toward success by delivering the right resources at the right time.

From Onboarding to Integrations to personalized Training to Ongoing Support to Success Management, Motive's focus is on serving customers and empowering them to achieve their goals.



Your Motive Team.



Jason Lee, Account Executive

- Business Partner
- Strategic Growth
- Pricing and Billing
- Primary Point of Contact (Sales)

jason.lee@gomotive.com

515.460.5048



Lee Ketzler, Sales Engineer

- Product Expertise
- Technical Support & Troubleshooting
- General Questions

lee.ketzler@gomotive.com



Scott Schueppert, Customer Success Manager

- Dedicated customer representative for Mid-Market customers
- Product Adoption Expert
- Provide Executive Business Reviews
- Establish and manage to success plan and customer goals



Jason Brown, Education Consultant

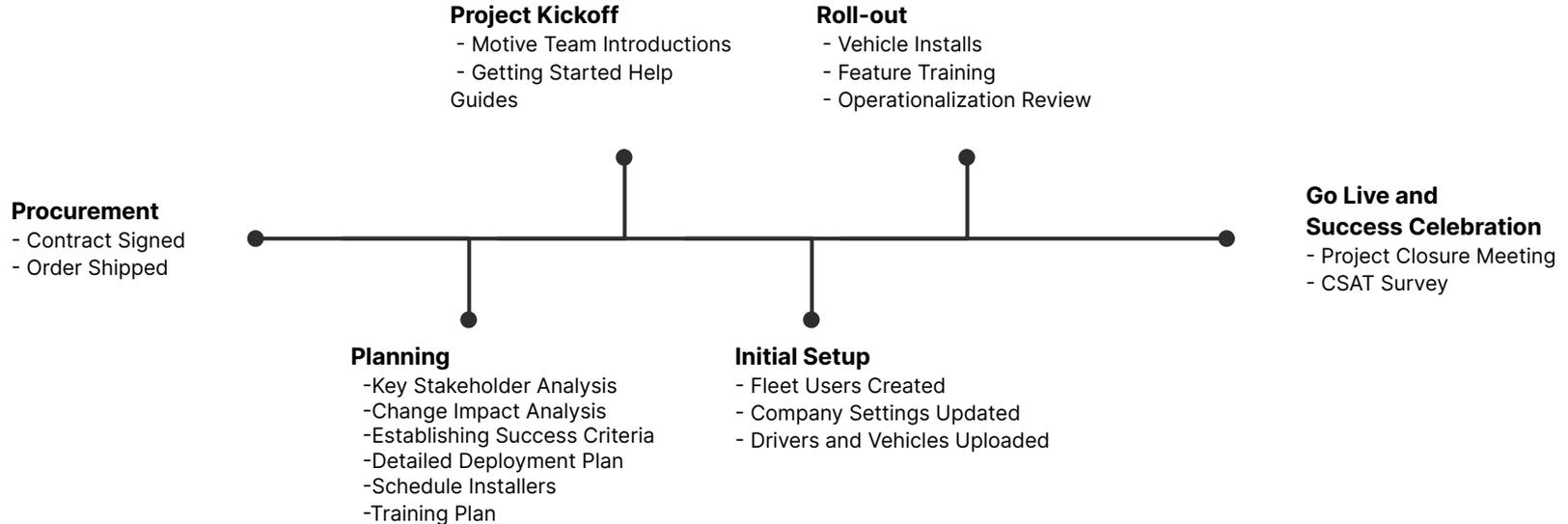
- Expert in Staff Development & Software Training
- Provides Onsite / Hands-on training
- Aids in development of Company Programs - i.e. driver coaching, safety, compliance, etc.

Motive's Deployment Methodology.

Our specialized teams have the skills and processes to ensure every customer achieves their goals.

Scoping	Kickoff	Training	Rollout
Training & Installation Plan Create the timeline and identify speed bumps/ potential blockers	Presentation Introduce Motive to the broader customer team.	Dashboard Training Conduct multiple trainings aligned with your needs.	OPM Check-ins Track utilization and provide updates and KPIs.
Key Stakeholders Confirm project owners across all aspects of implementation.	Goals for Implementation Align on expectations and success criteria.	SERVE & Safety Training Deliver train the trainer or group session.	OPM Check-ins Track utilization and provide updates and KPIs.
KOC & Initial Trainings Coordinate the kick-off meeting and training/ install schedule.	Next Steps Set up training dates and who to contact.	Ongoing Office Hours Set up time for your team to ask any questions.	Feedback Gathering Discuss any areas that need additional attention to ensure a successful rollout.

Your initial deployment journey.

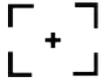


Installation Options

Train the Trainer	Motive Pro- Installation	Self Install	Hybrid
<p>Details: 1 Installer provided for 8 hours to install 10 vehicles and train staff on proper installation methods. Creates and provides custom install guides for your fleet. 1 Motive PM assigned to coordinate and schedule this training session. Can be paired with onsite software training.</p>	<p>Details: Dedicated Motive PM will coordinate and schedule installations with installers for entire fleet. Assists with setting up all vehicles and assignments within the dashboard. Acts as a direct support contact throughout the entire project</p>	<p>Details: Utilize internal resources to support, manage, schedule, and install all telematics equipment. Motive to provide installation guides to your team to distribute across points of contact.</p>	<p>Details: Combination of Self Installation & Motive's Professionally Managed Installation Services</p>
<p>Timing: Estimated 1, 8 hour day. Can add days and sites as needed.</p>	<p>Timing: 15 mins per Standard Motive Gateway install 45 min per covert install</p>	<p>Timing: 20 mins per Standard Motive Gateway install. 60-90 mins per covert install.</p>	<p>Timing: Dependant on method of installation</p>
<p>Completion: Verification with customer that all success criteria has been met.</p>	<p>PM Check-Ins: Track completion & provide updates on reschedules.</p>		<p>PM Check-Ins: Track utilization and provide updates on KPIs.</p>
	<p>Completion: Verification with customer that all success criteria has been met.</p>		<p>Completion: Verification with customer that all success criteria has been met.</p>

Customer Success Management

Driving Your Success on the Motive Platform



EBRs & ROI

Conduct executive business reviews focused on maximizing ROI on the Motive Platform.



Product

Provide product roadmap consultation and align the Motive product with customer needs by influencing feature updates/ releases.



Inform

Train, consult, and inform on new features and feature updates.



Consult

Consult on proper business processes with Motive.

Help Center Articles

Do you have any questions or concerns about your Motive products or services?

We have hundreds of articles and video tutorials on the [help center](#), including resources in English, French, and Spanish.

How can we help you today?

Search for answers



Can't find your answer? Check out the [How to Contact Support](#) article.

KeepTruckin is now Motive. [Read about the rebrand here.](#)
We are updating our branding and product images in our Help Center articles.

Getting Started

Drivers

Fleet Managers

Billing & Payments

What's New

Policies

Thank you

motive



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Paige Gilmore, City Attorney
Date: November 6, 2023
Subject: Municode/CivicPlus Recodification and Online Code Hosting Services
Agenda Item: New Business

Purpose: CivicPlus/Municode is able to help support the City in two major endeavors: (1) putting our code online in a user-friendly manner, and (2) updating our code, including supporting re-writes, edits, and new code provisions. Municode recodification services offers us an assigned attorney to support the city in examining all ordinances and code related materials.

Recommendation: The City Legal team recommends approving the bid from CivicPlus for Recodification and Online Code Hosting for a one-time fee of \$12,950 and a renewable yearly fee of \$4,650.

Background: The City's current Code needs updated and brought into a more user-friendly format. Currently, our Code is posted on the City's website as a single pdf. This pdf is difficult to keep up-to-date and is also difficult for citizens to navigate. In addition, our current code requires substantive updates. CivicPlus provides services to not only put our code in an online, easy-to-navigate format, but also provides support and expertise for substantive improvements.

City Commission Options:

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

Financial Considerations:

Amount \$12,950

Fund: Dept: Legal Expense Code:
X Budgeted Expense ___ Grant ___ Bonds ___ Other

Legal Considerations: Approval of this bid would give Legal the authority to enter into a contract with CivicPlus for recodification and online code hosting services.

Mission/Values: This aligns with the City's Core Value of Ongoing Improvement and working toward excellence.

Attachments: Recodification Bid from CivicPlus

Approved for the Agenda by:

A handwritten signature in blue ink, appearing to read "Paige Gilmore". The signature is stylized with a large initial "P" and "G".

Paige Gilmore, City Attorney

municode
codification

POWERED BY CIVICPLUS

**Recodification,
Supplementation, and
Online Code Hosting
Services**

Dodge City, KS

PRESENTED BY:

J.R. Riley, Legal Account Executive



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

70+ Years of Codification Experience

12,000+ Customers

4,200+ Clerks Served

900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree

GovTech 2023 Top 100 Company

Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500

Manhattan, KS 66502

Toll Free: 888.228.2233 | Fax: 785.587.8951

civicplus.com

Contact

J.R. Riley

Legal Account Executive

850-696-7012

Jriley@civicplus.com



civicplus.com

Recodification

During the recodification process, the attorney assigned to your project will organize and examine all ordinances and code-related material in order to produce a code of ordinances that is free from conflicts and inconsistencies and conforms to state statutes. Your codification attorney will be available to consult with you and your staff at any time during the recodification process. This personal dialogue ensures that your code will accurately reflect the intent of your ordinances and the unique needs of your community. The complete process is outlined below, followed by the scope of services for supplementation and online hosting of your new code.



Recodification Process

1. **Ordinances** – Only legislation of a general and permanent nature, passed in final form by you, as set forth in this proposal, will be included in the code. All material that we receive will be acknowledged via e-mail to establish a record of included ordinances. Legislation not of a general and permanent nature is not included as part of the code and does not need to be provided to us. Notations can be added in the code to reference legislation adopted by reference, if elected.
2. **Attorney Analysis and Review of Material** – Your codification attorney, along with their team of legal editors, proofreaders, and indexers will be assigned to this project. Our legal team will research legislation permanent in nature submitted by you to ensure conformity with state statutes and to determine if there are any inconsistencies or conflicts within the legislation itself. If requested, we will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure.
3. **Page Format Options** – Based on our experience codifying legislation for thousands of customers, we have devised a standard style that has proven time and again to provide the most user-friendly and readable code for staff and residents alike. We will provide our Style Guide which outlines this effective style and layout. Any deviations from this style will add time and cost to your project. Please reach out for additional information.
4. **References** – We will provide state statutes references within the code. Editorial notes will be provided as appropriate. Internal cross references within the code will be hyperlinked in the online version.
5. **Legal Memorandum** – We will provide you with a user-friendly Legal Memorandum containing all our analyses and recommendations. This memorandum will reflect our attorney’s Legal Review and will provide you with recommendations to remove conflicts and inconsistencies; delete obsolete provisions; conform to state statutes, when appropriate; and ensure compliance with your charter (if included in the project). This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible.



6. **Conference** – Within 45 days of your receipt of the Legal Memorandum, we will conduct a conference via either telephone or webinar to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum. Up to three hours is included in the contract with additional hours available for purchase.
7. **Editing and Proofreading** – Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.
8. **Index, Graphics, and Tables** – Our team will create a hierarchical, subject matter Index (if elected) and all tables (contents, ordinance disposition, etc.) for your code as necessitated by the materials provided. We will insert the graphics you have provided into the printed and electronic versions of the code.

The following tables will be created and are included in the quoted cost: supplement history table, code comparative table, and ordinance history table. An additional hourly charge applies for creation, modification, addition, or updating of any table or schedule (including traffic and fee tables or schedule) other than those enumerated above.

Tabular matter, defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion can also be reviewed and included for an additional charge.

9. **Post Conference Code Draft** – After editing and proofreading, one post-conference code draft (Proofs) incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you for final review prior to printing and shipping. You will have 30 days to review and provide any needed corrections. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. Any new legislation adopted after the code draft is provided will be held for your first supplement unless you would like to add it to the project for an additional charge.
10. **Sample Adopting Ordinance** – Our attorney will provide a sample adopting ordinance upon completion of the recodification.
11. **Printing and Binding** – We will print your new code on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. These copies will be housed in heavy duty, three-post leatherette binders (with four color choices), name-stamped on the front and spine of each binder. Divider tabs for each major section of the code and index (if elected) will also be provided.





Recodification Projected Timeline

STEP 1	Immediately	CUSTOMER sends signed contract and all applicable material. CIVICPLUS acknowledges contract, provides a Disposition List of all ordinances/material received.
STEP 2	Within 2 Weeks	CIVICPLUS provides a project introduction letter outlining all phases of the project and all material received to date. CUSTOMER confirms CivicPlus has all applicable materials.
STEP 3	Within 6-8 Months	CIVICPLUS submits Legal Memorandum. CUSTOMER attorney reviews Legal Memorandum and prepares questions/comments for conference.
STEP 4	Within 45 Days	CIVICPLUS hosts Legal Memorandum conference. CUSTOMER attorney and other interested officials meet virtually with CivicPlus to discuss issues of concern noted in the Legal Memorandum and come to an agreement on the implementation of recommended changes.
STEP 5	Within 2-3 Months	CIVICPLUS submits final code draft. CUSTOMER reviews code draft, and returns it to CivicPlus within 30 days, with all corrections noted for final implementation and publication.
STEP 6	Within 2-3 Months	CIVICPLUS delivers final code and model adopting ordinance. CUSTOMER adopts code and provides CivicPlus with a copy of the officially enacted adopting ordinance. CivicPlus ships the code and publishes code online via our Online Code Hosting system. Supplementation begins anew with Supplement No. 1.

MEETING DEADLINES

The time frame for completion of the recodification project is within 18 to 24 months from our receipt of all relevant material in an editable, electronic format and excepting any delays occasioned by your submission of the material or return of the draft code. More time would need to be added to this project timeline if the materials provided have to be converted to an editable, electronic format as well as incurring additional fees. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the code is adopted and published. Legislation added to the project must be approved and received prior to the established cutoff date.

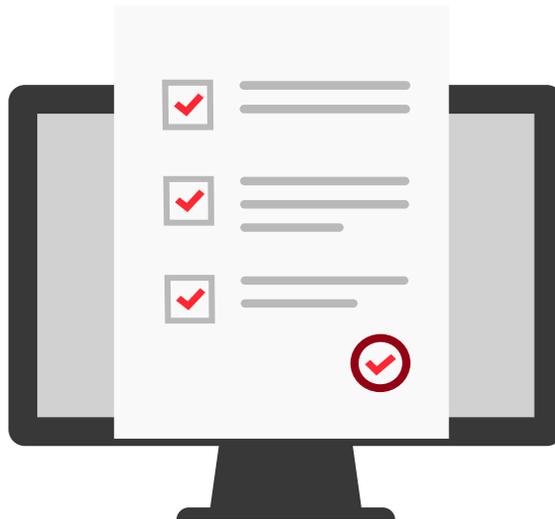
To ensure a successful project completion, it is important that a conference is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent code draft we provide be returned within 30 days with any revisions noted. Following the delivery of the final code draft for customer proofing, any extensive changes requested in the code content, and/or any material added to the code that was not previously contemplated, will be subject to an additional code draft update fee. Further, if the code draft is not returned within 30 days, additional update fees may apply.

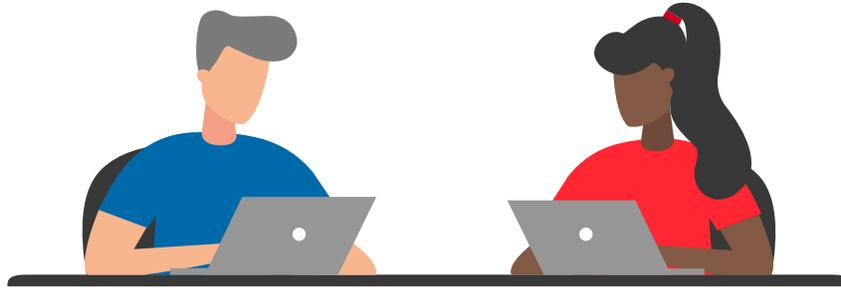


Your Role

Your participation in the Scope of Services for Recodification of the code is anticipated to be as follows:

- Provide all ordinances and code material in an editable, electronic format, preferably Microsoft Word format.
- Provide images, graphics, and tabular matter, preferably in original electronic format.
- Be available to answer any questions from the codification attorney conducting the project.
- Attend the conference to discuss the findings of the Legal Memorandum.
- Work with the codification attorney to resolve the findings of the Legal Memorandum.
- Determine the desired formatting and style of the new code.
- Return the draft code within 30 days with any revisions noted.
- Adopt the newly recodified code.





Supplementation Services

Our supplementation process has been designed for timeliness, efficiency, simplicity, and most of all, for our customers' convenience. Supplements will be provided on your chosen schedule, and you will be billed on an annual basis. Color printing and an increase in the desired number of supplement hard copies may result in an increase in the annual fee.

We pride ourselves on a turnaround time of 40 to 45 days for printed supplements and can provide our always-up-to-date electronic update services within 15 days. The online code is updated within three days after shipping the supplement; there is no additional fee for this service. Rush supplements will be assessed an additional one-time fee. A recent analysis of our printed supplement services indicated an editorial error rate of less than 0.1 percent, which is made possible by our attention to detail, ongoing communication with our customers, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to CivicPlus during the preparation, printing, and maintenance of the code will be corrected at no cost. The printed supplement process is outlined as follows:

Supplementation Process

1. **Initial Receipt** – The receipt of the new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date, and ordinance number(s). You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our supplement team for codification. If our OrdBank service is elected (advance legislation service), the legislation will be posted online within 48 hours as a PDF under "adopted legislation not yet codified" at this time.

If you utilize OrdBank and a CivicPlus agenda and meetings management solution, your newly adopted legislation will be posted on the landing page of your online code of ordinances within one minute of sending said legislation to CivicPlus.

Printed Supplementation Process	
	Submission of Materials
	Editorial Review
	Mark Up
	Indexing
	Proofreading
	Corrections
	Printing & Shipping
	Upload to the Internet



2. **Editorial Review** – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated; and whether the table of contents in the front of the code and at the chapter/title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. Our editorial team will make no substantive changes to your legislation; however, minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal, or proofreading team find discrepancies in your ordinances, we will communicate with you promptly.

If you utilize OrdBank and our CivicPlus agenda and meetings management solution, the history notes throughout your code of ordinances will be automatically linked to the meeting in which your newly adopted legislation was considered. Your team and your residents will have permanent and instant access to the agenda, minutes, videos, and votes related to your legislation. Further, supplementation services with the OrdBank feature and our meetings and agenda management solutions can enjoy enhanced history notes. Click [here](#) to see a short demonstration.

3. **Indexing** – If an Index is elected, your supplement will be sent to our indexing team, where new legislation is indexed and cross-referenced in all appropriate locations.
4. **Proofreading** – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy, and layout and confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Finally, your supplement is examined line by line again to ensure that the improvements made by the editorial team are thorough and accurate. The original ordinance is compared with the newly added text to ensure editorial accuracy.
5. **Posting the Supplement Online** – After your supplement has been completed, your online code will be updated within one to three days, and we will provide any electronic products requested. You will receive a notification that the website has been updated via email. If our CodeBank Compare + eNotify service is elected, subscribers will be notified when the online code is updated. When your code is updated, all internal cross-reference links are updated on our Online Code Hosting system.

With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section. With our CivicPlus agenda and meetings management to Online Code Hosting integration, your OrdBank powered history notes will be permanently and automatically linked to the meetings in which the associated legislation was adopted.

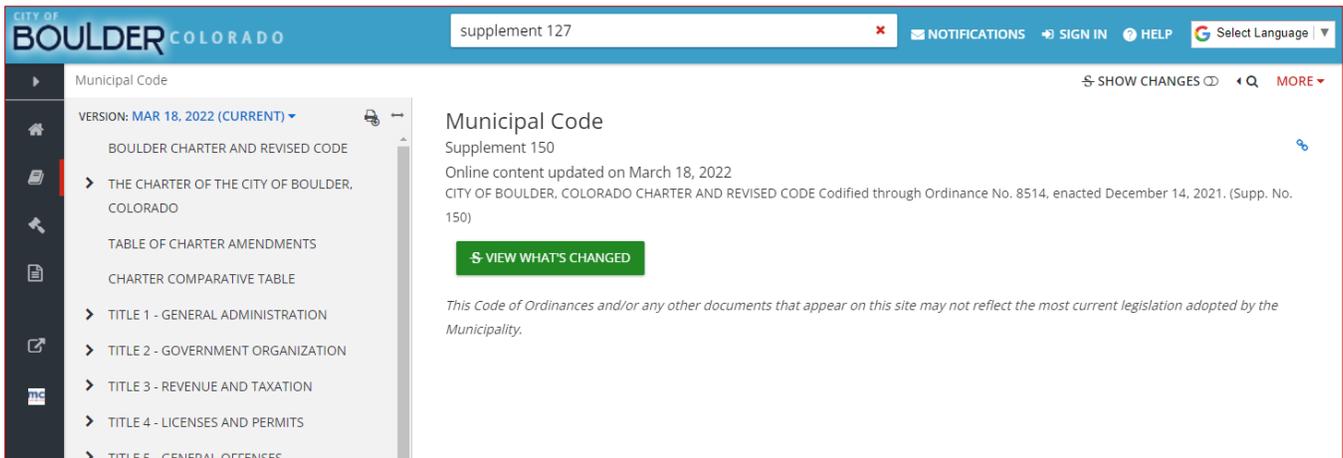
6. **Printing and Shipping** – We will print, cut, hole-punch, insert divider tabs (if elected), and ship your supplement to you per your elected schedule.



Online Code Hosting

Our Online Code Hosting system is continuously enhanced and improved by our in-house team of Internet Technology professionals. It includes Standard and upgradeable Premium features, designed to provide a wide variety of additional capabilities for researching and navigating your code and preserving its history.

Our system is extremely user-friendly and requires no special training or login information. In addition, we offer a variety of on-demand video tutorials. We can also host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new code goes live online.



Online Code Hosting Standard Features

Responsive Design – We designed our intuitive User Interface (UI) to provide easy access to our full suite of features from any device, including a tablet or mobile device running iOS or Android.



Print/Save/Email – With delivery available in Microsoft Word or PDF format, users can share a link, print, download (as a Microsoft Word document), or email files at the section, article, or chapter levels or even non-sequential sections from multiple portions of your code(s).

Not all codification companies enable you to download Microsoft Word documents directly from the website. Being able to do so enhances your ability to draft new legislation.

Social Media Sharing – You and your users can share code sections via Facebook and Twitter. This functionality makes it easier for you and your team to utilize social media to engage your community and enhance your level of transparency.

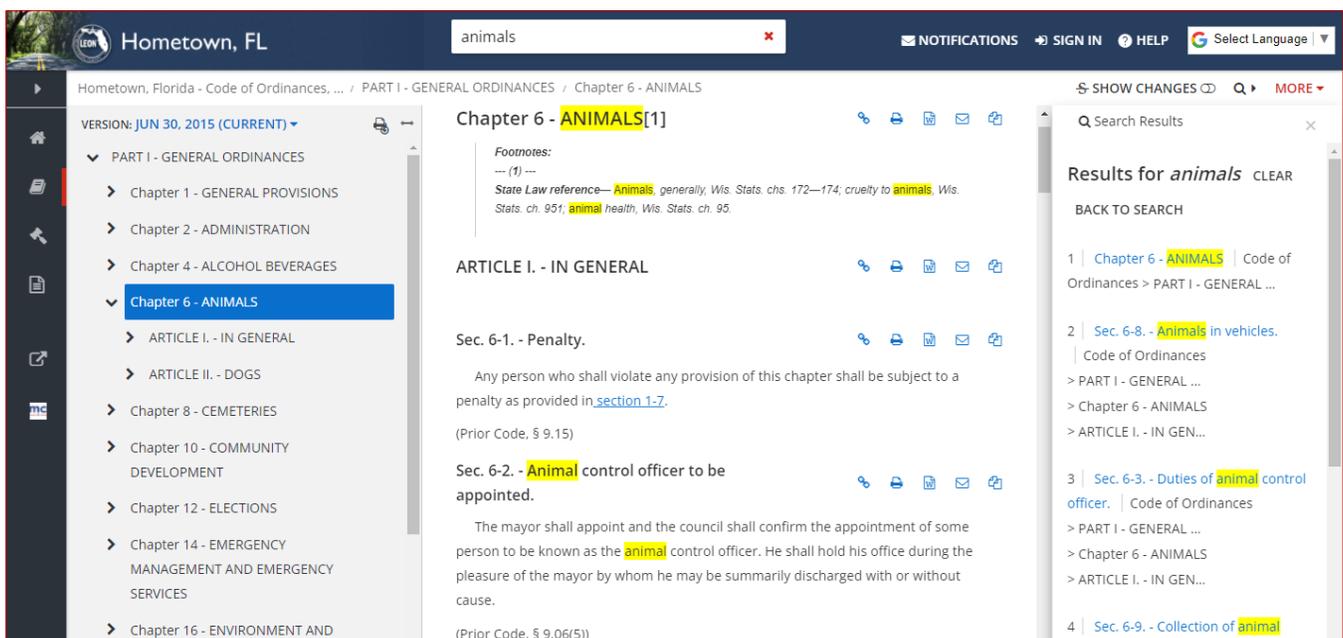


Browsing – Online Code Hosting provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also sync as you scroll to deliver the most intuitive reading experience possible.

Ease of Navigation – Our collapsible table of contents, continuous next-hit feature, and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and residents the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets, and more.

Searching – Our powerful search engine allows users to easily search the code using keywords or phrases and print, download, or email any portion of your code. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results, which enables a user to quickly move through search results and view results simultaneously. The section also indexes your code, returning more accurate, granular results. Search results can be sorted by relevance or book order.

- **Advanced Searching** – Conduct searches using Natural Language (think Google) or Boolean Logic, including simple or advanced



searches supporting stemming, wildcards, proximity searches, and a global synonym list.

- **Multiple Publications** – Multiple publications (e.g., code, zoning) incorporated into the Online Code Hosting system will be searchable from one interface.
- **Narrow Searching** – Search terms can be applied to the entire code or narrowed within specific chapters or sections with the ability to sort results by relevance or book order.
- **Stored Searching** – Online Code Hosting allows all search result listings to be bookmarked under your browser’s bookmark tabs; users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.
- **Searchable Ordinances** – With our OrdBank service, ordinances posted pre- and post-codification are full-text searchable.
- **Search All Content Types** – If you use our OrdBank or MuniDocs service, you can search any combination of your code, ordinances, and MuniDocs simultaneously; Search results are labeled for easy identification.

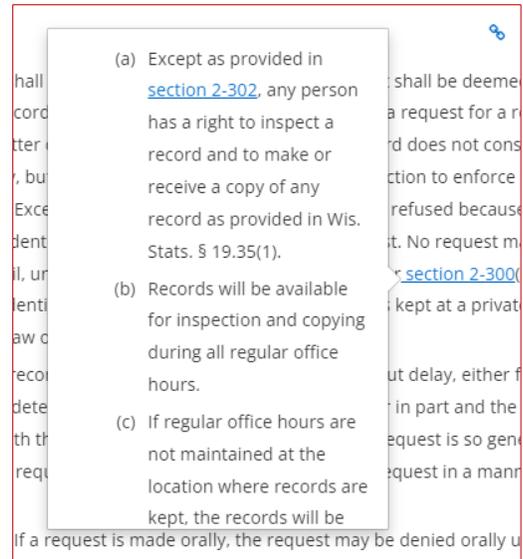
Internal Cross-Reference Linking – Cross-references within your code are linked to their respective destination article, chapter, or section.

Mouseover (clue tips) – Navigate to your code, and any linked cross-reference will quickly display in the pop-up preview window.

Collapsible TOC – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs, and charts by enlarging the item.

Translation – Google Translate allows users to view our hosted codes in over 100+ languages.

Static Linking – Copy links of any section, chapter, or title to share via email or social media.



Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff in creating a link from your GIS system to relevant code sections.

In-line Images and PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. CivicPlus can also incorporate PDFs of certain portions of the code that have particular viewing and layout requirements.

Public Notes – Post public notes or documents within the online code to inform residents about current issues pertinent to any specific section of your code.

Website Accessibility – The User Interface and all HTML content viewed via our Online Code Hosting System’s web application are WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the Online Code Hosting System, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our Online Code Hosting System, it will remain compliant while stored in our system. Each PDF document uploaded to our system is OCR scanned and document title, primary language, and other PDF metadata fields, and base level of tags for screen readers are set.

Hosting and Security – Our tech stack includes HTML5 and CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers, including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host our Online Code Hosting System in Microsoft’s Azure Government secure cloud environment and guarantee an SLA of 99.95 percent uptime. SSL encryption is used by default to secure access to the site, and the entire system is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

Support – Phone, email, and web support for residents and staff: 24-hour email response; phone support from 7 a.m. to 8 p.m. CT. We offer a variety of video tutorials, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Online Code Hosting Premium Features

There are multiple premium features available to enhance your staff and residents' experience using and searching through your code – most available for purchase in our Premium Bundle or à la carte.

Premium Bundle

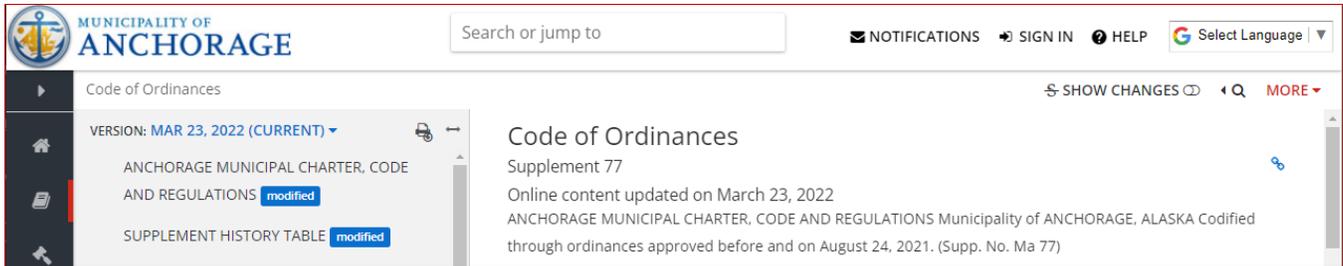
We recommend our Premium Bundle for the most transparent and feature-rich code possible at the best cost savings. The bundle includes our annual online code hosting and maintenance service along with each of the following features:

- Custom Banner
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPRO Service

OrdLink and MuniDocs can be added to a Premium Bundle, if desired.

Summary of All Premium Features

Custom Banner – We can customize the look and feel of your code to match your website more closely.



CodeBank – Our CodeBank feature provides an online archival system for previous supplements of your code. Empower your staff and residents to access every previous code version with one click.



CodeBank Compare + eNotify – Our CodeBank Compare service is a powerful feature that allows users to select a past version of your online code and compare it to any other version. The differences will be shown via highlights (added material) or strikethrough (deleted material). Users will be notified of the changes in the table of contents and within the text of the code via “modified,” “new,” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes made. In addition, the CodeBank Compare service will show all amendments to your code that were implemented during the most recent update. Please note that the CodeBank feature is required to access CodeBank Compare.

Our eNotify service allows users to enroll online and receive email notifications each time the online code is updated. Please note that

The screenshot displays the Municipality of Anchorage CodeBank interface. The main content area shows ordinance 16.100.030, 'Contents of application for license; transfer of license,' with various text changes highlighted in yellow and red. A sidebar on the right, titled 'SHOW CHANGES', lists recent changes to various ordinances, including 16.100.040, 16.100.045, 16.100.050, and 16.100.060, each with a 'modified' badge.

The screenshot shows the eNotify enrollment form. It includes a 'Get Notified' header, a brief description of the service, and input fields for 'Email' and 'Profession'. Under the 'Publications' section, there are several checkboxes for selecting notification preferences: 'Code of Ordinances', 'CODE OF THE CITY OF ARVADA, COLORADO', 'SUPPLEMENT HISTORY TABLE', 'Part I - CHARTER', 'Chapter 1 - GENERAL PROVISIONS', 'Chapter 2 - ADMINISTRATION', and 'Chapter 6 - ALCOHOLIC BEVERAGES'. The 'Chapter 2 - ADMINISTRATION' checkbox is checked. A 'SUBMIT' button is located at the bottom right of the form.

the CodeBank Compare feature is required to utilize the eNotify service.

OrdBank – With our OrdBank solution, newly adopted, amendatory legislation will be posted online between supplements. Upon completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at municodeords@civicplus.com.

Arvada, Colorado - ... / Chapter 102 - UT... / ARTICLE II. - WAT... / DIVISION 6. - WA... / Sec. 102-161. - R...

VERSION: DEC 30, 2021 (CURRENT) ▾

- DIVISION 5. - SEWAGE
- ▼ DIVISION 6. - WATER FEES AND RATES
 - Sec. 102-161. - Residential water fees within city.
 - Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in

latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval.

(Code 1981, § 33-77; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 2671, § 14, 10-16-1989; Ord. No. 2763, § 3, 11-5-1990; Ord. No. 2823, § 11, 7-1-1991; Ord. No. 2931, § 10, 10-19-1992; Ord. No. 2938, § 1, 12-14-1992; Ord. No. 3127, § 10, 10-24-1994; Ord. No. 3202, § 5, 8-7-1995; Ord. No. 3223, § 7, 10-23-1995; Ord. No. 3262, § 9, 4-15-1996; Ord. No. 3297, § 1, 10-21-1996; Ord. No. 3403, § 15, 10-20-1997; Ord. No. 3489, § 1, 10-26-1998; Ord. No. 3560, § 3, 10-11-1999; Ord. No. 3650, § 1, 10-23-2000; Ord. No. 3722, § 1, 10-8-2001; Ord. No. 3773, § 1, 10-21-2002; Ord. No. 3839, § 1, 10-13-2003; Ord. No. 3920, § 1, 11-8-2004; Ord. No. 3969, § 1, 10-10-2005; [Ord. No. 4027, § 1, 10-16-2006](#); [Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008](#); [Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009](#); [Ord. No. 4184, § 2, 10-19-2009, eff. 1-1-2010](#); [Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011](#); [Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013](#); [Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014](#); [Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015](#); [Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016](#); [Ord. No. 4571, § 1, eff. 1-1-2017](#))

Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden

OrdLink – Before incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted amendatory ordinances to the amended code section. Linked sections are highlighted in the table of contents, and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted. OrdLink must be purchased with OrdBank or as an addition to the Premium Bundle.

VERSION: JUL 29, 2021 (CURRENT) ▾

IRVINE MUNICIPAL CODE

SUPPLEMENT HISTORY TABLE modified

- CHARTER - CITY OF IRVINE
- ▼ TITLE 1 - GENERAL SERVICES Amended
 - ▼ Division 1 - GENERAL PROVISIONS Amended
 - Sec. 1-1-101. - How designated, cited.
 - Sec. 1-1-102. - Rules of construction, definitions.
 - Sec. 1-1-103. - Headings; catchlines of sections; history notes; etc.
 - Sec. 1-1-104. - Incorporation by reference.
 - Sec. 1-1-105. - Reference to Code, conflicts.

< TITLE 1 - GENERAL SERVICES Division 2 - CITY COUNCIL >

Division 1 - GENERAL PROVISIONS

Amended by Ordinance No. 21-15

Sec. 1-1-101. - How designated, cited.

This Code, which consists of administrative, criminal and regulatory ordinances of this City, shall be known as the "Irvine Municipal Code," and it shall be sufficient to refer to said Code as the "Irvine Municipal Code" in any prosecution for the violation thereof; it shall also be sufficient to designate any ordinance adding to, amending or repealing said Code as an addition to or amendment to or repeal of the "Irvine Municipal Code."

(Code 1976, § I.A-101)

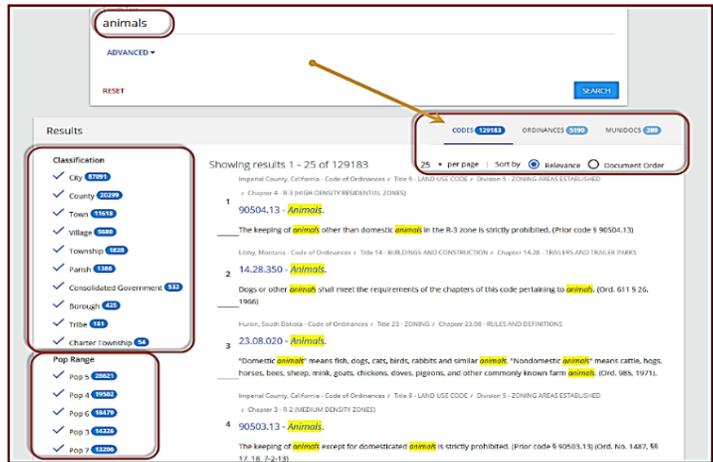
Charter reference— Codification of ordinances, [§ 409](#).

Sec. 1-1-102. - Rules of construction, definitions.

In the construction of this Code and of all ordinances of this City, the following definitions and

MuniPRO Services – MuniPRO searching allows you to search the over 4,000 codes we host (the entire country, a single state, or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of interest or discovering how other communities are dealing with similar issues. In addition, MuniPRO provides subscribers with the following tools:

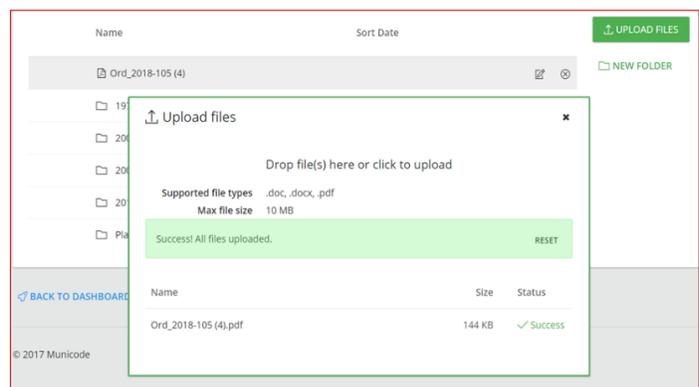
- Multiple Code Search – Search all codes within one state, multiple codes within one state, or search all codes in the U.S. hosted by CivicPlus; search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- MuniPRO Saved Searches – Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- MuniPRO Notes – Create a note and attach it to any section in any publication; note icons are present when viewing the section, alerting the user to a previously written note; a global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- MuniPRO Drafts – Begin a new ordinance draft to keep track of pending legislation.
 - Draft icons are present when viewing the section, alerting the user to a previously created draft.
 - A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



MuniDocs – MuniDocs allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users log in, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users can pick from a list of predefined document types.

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

Your MuniDocs files can also serve as storage for archived ordinances within MuniDocs. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online code.



Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 90 days from July 5, 2023.

Recodification

- Includes code with Planning
- 466 single column, 10-point font pages
- Receipt, review, and organization of materials
- Legal analysis and research by a codification attorney
- Legal memorandum by a codification attorney
- Up to three-hour virtual conference with attorney
- Implementation of approved legal findings
- Update state statutes references
- Editorial preparation, proofreading, page formatting, and indexing
- Insertion of tables and graphics
- Final proofreading, corrections, and quality control review
- Print three copies, including three post-stamped binders and tabs
- Sample adopting ordinance prepared by a codification attorney

Supplementation

- Supplementation of legislation permanent and general in nature (omitted legislation not included)
- Includes Planning
- Acknowledgment of material
- Editorial work, proofreading, and updating the index
- Updating online code upon completion of each supplement
- Printing up to three black and white copies per print schedule elected, includes instruction sheet and checklist of up-to-date pages
- Freight for supplements
- Images, graphics, and tabular matter

Online Code Hosting

- Mobile friendly site with full functionality and optimal screen resolution on all devices
- In-line images with scrolling tables and charts
- Narrow, pinpoint, and advanced (including Boolean) searching
- Previous and hit buttons
- Persistent breadcrumb trail
- Print or save as formatted Word (DOCX)
- Premium Bundle – Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPro Service



Investment	One-Time	Renewable
Recodification	\$12,950	N/A
Supplementation	N/A	\$4,100
Online Code Hosting	N/A	\$550
Total	\$12,950	\$4,650

Standard Invoicing

Additional Fees

- Sales tax will be applied, if applicable
- Actual freight costs will be submitted for initial code delivery, but excluded from annual supplement cost
- Additional pages outside included 466 single column, 10-point font pages

Invoicing

- An Initial Term shall commence upon contract signing and continue for 18 - 24 months. Payments for the initial term shall be invoiced as follows:
 - 25% upon execution of agreement
 - 25% upon submission of the legal memorandum
 - 25% upon submission of proofs
 - Balance upon delivery of final code
 - Any additional costs will be billed separately, upon delivery
- The Initial Annual Recurring Services will be invoiced 18 - 24 months from the date of signing
- Subsequent Annual Recurring Services shall be invoiced annually on the anniversary date of the Initial Annual Recurring Services and will be subject to a 5% increase start of year 3

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the



contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract.

Optional Enhancements

We are confident in the ability of our proposed project to meet your main needs. However, we recommend the following options that could positively impact your experience and goals.

Optional Services & Tools	One-Time	Annual
Recodification		
Gender Neutralization of code	\$466	N/A
Archival OrdBank, per ordinance	\$10	N/A
One additional hour of virtual conference with attorney	\$200	N/A
Creation, modification, addition, or updating of any table or schedule (including traffic and fee tables or schedules) not described as included.	Quote upon request	N/A
Supplementation		
Upgrade to Full-Service Schedule Plus: Schedule increased to monthly print or monthly electronic	N/A	\$2,460
Code in Microsoft Word (DOCX) (sent via email download)	N/A	\$200
Adobe PDF of the complete code (sent via email download)	N/A	\$200
Adobe PDF of each supplement (sent via email download)	N/A	\$200
State Statute Linking	\$75/hour	\$400
Additional copies, reprints, binders, and/or tab orders	Quote upon request	
Legal services, creation of fee schedules, gender neutral review/implementation, and/or external linking	Quote upon request	
Codifying a: <ul style="list-style-type: none"> • Complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent) • New adopted full Chapter/Title Appendix • Newly adopted term change legislation 	Quote upon request	N/A



The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent).	Quote upon receipt of material	
Online Code Hosting		
Online Code Hosting Only	N/A	\$550
Custom Banner	\$250	N/A
CodeBank	N/A	\$175
CodeBank Compare + eNotify	N/A	\$275
OrdBank	N/A	\$525
OrdLink (must be purchased with OrdBank)	N/A	\$175
MuniPRO Service	N/A	\$350
MuniDocs (includes 25GB of storage)	N/A	\$375
Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPRO Service	N/A	\$1,375

