

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, February 5, 2024

7:00 p.m.

MEETING # 5272

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

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Joel Tuche of Dodge City Church of the Nazarene

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, 2024.
2. Appropriation, Ordinance No. 3, February 5, 2024.
3. Cereal Malt Beverage License:
 - a. Taco City, 100 Frontview
4. Contract with W.I.T Athletics, LLC for Water Service at 11150 Kliesen St.
5. Contract with W.I.T. Athletics, LLC for Sewer Service at 11150 Kliesen St.

ORDINANCES & RESOLUTIONS

Ordinance No. 3808: An Ordinance Approving the Form and Authorizing the Execution of a Mutual contract Between the City of Dodge City, Kansas, and Ford County, Kansas with Respect to the use of Certain Funds for Childcare Purposes. Report by Nicole May, Finance Director.

Ordinance No. 3809: An Ordinance Authorizing the Execution of a Loan Agreement Between Dodge City, Kansas and the State of Kansas, Acting by and Through the Kansas Department of Health and Environment for the Purpose of Obtaining a Loan from the Kansas Water Pollution Control Revolving Fund for the Purpose of Financing a Wastewater Treatment Project; Establishing a Dedicated Source of Revenue for Repayment of Such Loan; Authorizing and

Approving Certain Documents in Connection Therewith; and Authorizing Certain Other Actions in Connection with the Loan Agreement. Report by Nicole May, Finance Director.

Resolution No. 2024-02: A Resolution Approving the Issuance by the Board of County Commissioners of Ford County, Kansas of its Industrial Revenue Bonds to Pay the Costs of the Acquisition, Construction, Renovating and Equipping of an Addition and Other Improvements to an Existing Beef Processing Facility to be Leased to Cargill Meat Solutions Corporation, Which Facility is Partially Located Within the Corporate Limits of the City of Dodge City, Kansas and the Remainder of the Facility is Within Three Miles of the Corporate Limits of the City of Dodge City, Kansas. Report by Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Purchase 624 Trash Karts for the Sanitation Department. Report by Ryan Reid, Director of Administration.
2. Approval CO #7 for the extra work required for the sub-base at the Primary and Hilmar Lift Stations. Report by Ray Slattery, Director of Engineering.
3. Approve CO #8 for the installation of a 60 mil HDPE Liner on the side slopes of the facultative ponds #5 and #6. Report by Ray Slattery, Director of Engineering.
4. Approve Change Order #2 for 2023 Asphalt Street Reconstruction Project. Report by Ray Slattery, Director of Engineering.
5. Approval of the Bids for Essential Air Service (EAS) for Dodge City Regional Airport. Report by Corey Keller, Director of Public Works.
6. Approval the Design Services Agreement for the Remodel of the Dodge City Police Department Detectives Bureau Offices. Report by Kevin Israel, Director of Facilities.
7. Approval of the 2024 Dodge City Legislative Policy. Report by City Manager, Nick Hernandez.
8. Approval of 2024 Southwest Kansas Coalition Legislative Policy. Report by City Manager, Nick Hernandez.
9. Approval of Youth Complex Infield Renovation Project. Report by Daniel Cecil, Parks Director.
10. Approval of the City Attorney Services Contract. Report by Paige Gilmore, City Attorney.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, January 16, 2024

7:00 p.m.

MEETING #5269

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 Chuck Taylor, Commissioners Jeffery Reinert, Rick Sowers Michael Burns, Daniel Pogue.

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Michael Burns moved to approve the agenda as presented. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

Commissioner Chuck Taylor made a motion to amend the consent calendar and add cereal malt beverage applications for Casa Alvarez Restaurant and Playa Dorada Restaurants. Mayor/Commissioner Chuck Taylor reclused himself from voting on the approval of the consent calendar.

1. Approval of City Commission Meeting Minutes, January 2, 2024.
2. Appropriation Ordinance No.2, January 15, 2024.

3. Cereal Malt Beverage License:
 - a. Taylor's Roadhouse, 2305 W. Wyatt Earp Blvd.
4. Approve the Cancellation Agreement with KDOT (Kansas Department of Transportation) for the Trail St. and US56/283 Intersection Geo-Metric Improvement Project.
5. Approve the Agreement with KDOT (Kansas Department of Transportation) for the Replacement of the Northbound Bridge over the Arkansas River on 14th Avenue.
6. Approve the quote from Victory Electric to install 30 LED Street Lights for United Village.

Vice Mayor Jeff Reinert made a motion to approve the consent calendar. Commissioner Rick Sowers made a motion to amend the consent calendar with the two additions. Commissioner Michael Burns seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the Audit Engagement Letter with Kennedy McKee & Company for the Year Ending December 31, 2023. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.
2. Commissioner Jeff Reinert moved to approve the Real Estate Contract for the purchase of a tract of land for right of way for the future Extension of 6th Avenue along Iron Flat's Phase 1. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
3. Commissioner Michael Burns moved to approve the City Commission Board Member appointments with Commissioner Rick Sowers as representative of Community Facility Advisory Board. Commissioners Chuck Taylor and Michael Burns representatives of Dodge City/Ford County Economic Development and Commissioner Daniel Pogue representative of Family YMCA. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
4. Commissioner Michael Burns moved to approve Prime on the Nine Lease Agreement & Alcohol Sales Transfer Agreement. Commissioner Chuck Taylor seconded the motion. The motion carried 4 -1 with Commissioner Rick Sowers voting nay.
5. Commissioner Michael Burns moved to approve the Memorandum of Understanding for utility bill reimbursement and waiver, Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Jeff Reinert made a motion to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk

Joint City of Dodge City/ Ford County Meeting Minutes
100 Chaffin Road, Dodge City, KS
Wednesday, January 17, 2024
6:30pm

Ford County: Chairman Shawn Tasset, Commissioner Chris Boys and Ken Snook.

City of Dodge City: Mayor Chuck Taylor, Commissioners, Rick Sowers, Michael Burns, Daniel Pogue.

WORK SESSION

Representatives of the Kansas Department of Transportation held a roundtable discussion on current and future projects in and around Dodge City and Ford County. There was discussion, questions and concerns from the city and county commissioners.

ADJOURN

Mayor

ATTEST:

City Clerk

CITY COMMISSION SPECIAL MEETING MINUTES

City Hall Commission Chambers

Thursday, January 25, 2024

8:00 a.m.

MEETING #5270

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

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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CALL TO ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Rick Sowers, Michael Burns, Jeff Reinert, Daniel Pogue

NEW BUSINESS

1. Commissioners Sowers moved to table the approval of the agreement with Kwik Trip until further review and confirmation of the waiving of the past fees of the minimum daily operations. Commissioner Michael Burns seconded the motion. The motion carried unanimously.
2. Commissioner Daniel Pogue moved to the approval of the Real Estate Contract to purchase land from Kansas International DDC, LLC. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.

EXECUTIVE SESSION

At 8:25 a.m. Mayor Chuck Taylor moved to recess into executive session for privileged consultation with City's attorney, exception found in K.S.A. 75-4319(b)(2), consultation with The justification for closing the meeting is consulting with city attorney/client matters, meeting to include Commissioners, City Manager, Nick Hernandez, City Attorneys Brad Ralph, Page Bangerter. The meeting will resume to open meeting in 15 minutes at 8:45 a.m. The commission will not take action upon returning to open session. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

The meeting reconvened to regular session at 8:45 am

ADJOURNMENT

Commissioner Jeff Reinert moved to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk

CITY COMMISSION SPECIAL MEETING MINUTES

ZOOM

Monday, January 29, 2024

5:00 p.m.

MEETING #5271

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 Chuck Taylor, Commissioners Jeff Reinert, Rick Sowers, Michael Burns, Daniel Pogue.

UNFINISHED BUSINESS

1. Commissioner Rick Sowers moved to approve the agreement with Kwik Trip.
Commissioner Jeff Reinert seconded the motion. The motion carried 5 – 0.

ADJOURNMENT

Commissioner Daniel Pogue made a motion to adjourn the meeting. Commissioner Jeff Reinert seconded the motion. The motion carried 5 – 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: February 5, 2024
Subject: Contract for Water Service for W.I.T. Athletics, L.L.C., 11150 Kliesen St.
Agenda Item: Consent Calendar

Recommendation: Approve Contract for Water Service.

Background: The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. John Bogner, owner of W.I.T. Athletics L.L.C. is converting the former Spare Tyme bowling alley building into an athletic facility. Mr. Bogner has received a Conditional Use permit from Ford County. As part of that permit, the facility is to be connected to City Water and Sewer. He is requesting a domestic water service from the City's line on along US 50/Kliesen St. By allowing this service, Mr. Bogner will not need to drill a domestic water well, which can be a pollution source or use up to 25 ac-ft of water near an existing water well. This site is just over a half mile from Well #17. Also, by providing water to the general public, Mr. Bogner would need to have a Class 1 Water License. By having City service, he will not need to pursue that certification.

City Commission Options:

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

Financial Considerations: There is no expense to the City at this time. Mr. Bogner will be responsible for the \$3,750 connection fee, the actual cost of installing the service, and fees associated with filing this agreement with the Register of Deeds.

Amount \$: N/A

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: None

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

Attachments: Contract for Water Service and Site Plan showing the Water Service and Sanitary Sewer Force Main.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

AGREEMENT FOR WATER SERVICE

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

Description or Exhibit A

More commonly known as 11150 Kliesen St.; hereinafter referred to as "the premises".

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

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

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

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

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

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

Contract for Water Service

Page 2

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS:

Owner is responsible to acquire all necessary excavation permits from the Kansas Department of Transportation (KDOT) and Ford County for the installation of the water service and meter.

Contract for Water Service

Page 3

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

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

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Chuck Taylor, Mayor

ATTEST:

Connie Marquez, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

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

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

Notary Public

My Appointment Expires:

Contract for Water Service

Page 4

By [Signature]
(Owner Signature)
John Bogner
(Printed Owner Name)

[Signature]
(Owner Signature)
Kaycie Bogner
(Printed Owner Name)

DATED this 25th day of January 2024.

STATE OF KANSAS, FORD COUNTY, ss:

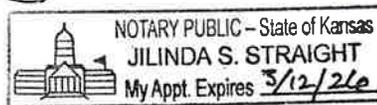
BE IT REMEMBERED, that on this 25th day of January, A.D. 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John and Kaycie Bogner

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

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

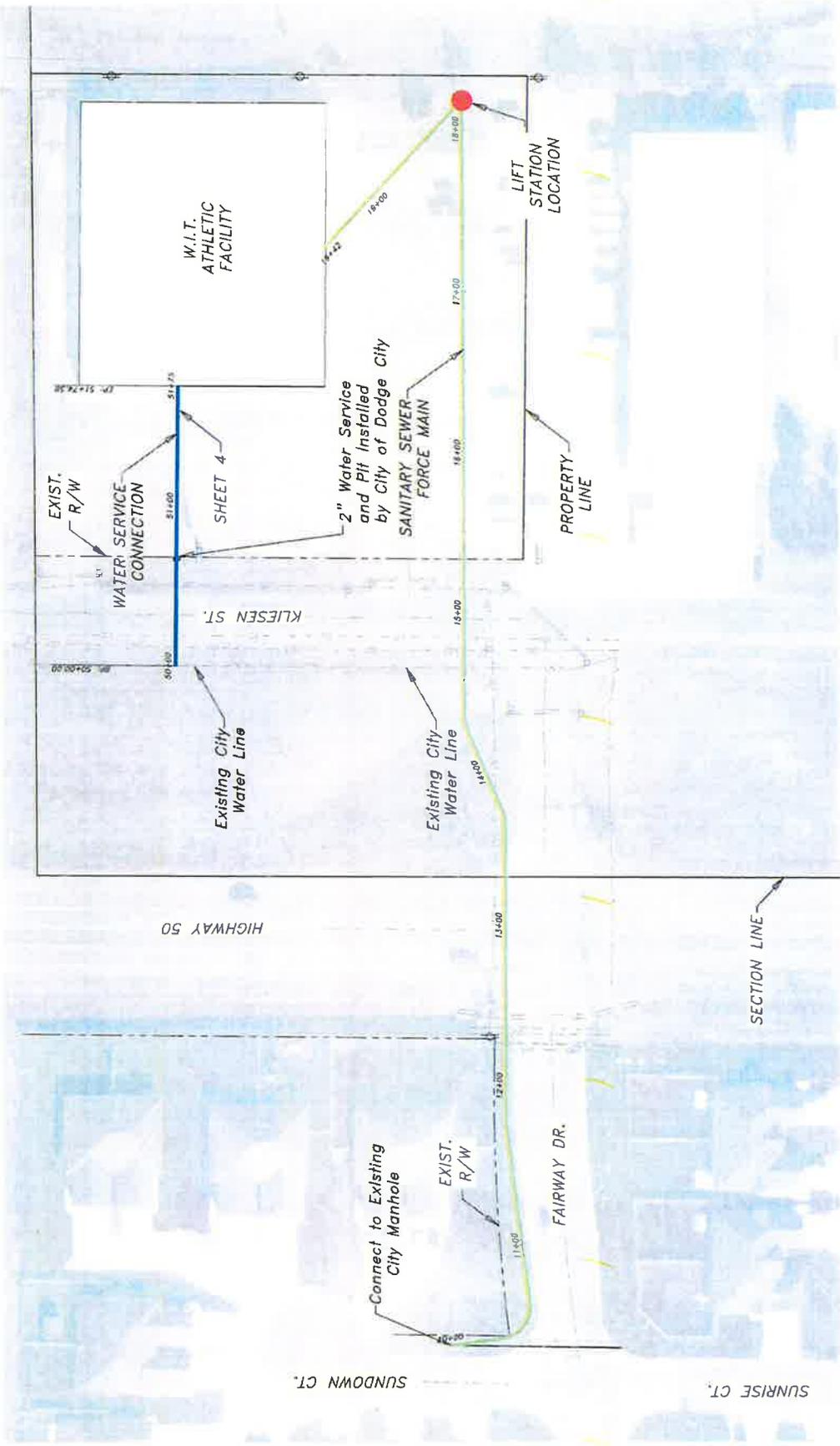
[Signature]
Notary Public

My Appointment Expires: 3/12/2026



SITE PLAN

- LEGEND**
- = WATER SYSTEM IMPROVEMENTS
 - = SEWER SYSTEM IMPROVEMENTS





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: February 5, 2024
Subject: Contract for Sewer Service for W.I.T. Athletics, L.L.C., 11150 Kliesen St.
Agenda Item: Consent Calendar

Recommendation: Approve Contract for Sewer Service.

Background: The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. John Bogner, owner of W.I.T. Athletics L.L.C. is converting the former Spare Tyme bowling alley building into an athletic facility. Mr. Bogner has received a Conditional Use permit from Ford County. As part of that permit, the facility is to be connected to City Water and Sewer. He is requesting to connect a private force main to a sewer manhole near the Fairway Dr. & Sundown Crt. Intersection. W.I.T. Athletics will be installing their own private lift station and force main from their facility, under Kliesen St. and US 50 into the Right-of-Way (R/W) of Fairway Dr. to access the sewer manhole. The city will also have an Encroachment Agreement with W.I.T. Athletics, L.L.C. for the force main in the public R/W.

City Commission Options:

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

Financial Considerations: There is no expense to the City at this time. Mr. Bogner will be responsible for the \$3,750 connection fee, the actual cost of installing the service, and fees associated with filing this agreement with the Register of Deeds.

Amount \$: N/A

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: None

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

Attachments: Contract for Sewer Service & Encroachment Agreement and Site Plan showing the Water Service and Sanitary Sewer Force Main.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

CONTRACT FOR SEWER SERVICE

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

Legal Description or Exhibit A

More commonly known as 11150 Kliesen St.; hereinafter referred to as "the premises".

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City sewer system at its present location, or, that it will install, construct and maintain an extension of the City's present public sewer system to a point selected by the City and allow the Owners to access such public sewer extension, all under the terms and conditions as set forth herein.

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

Contract for Sewer Service

Page 2

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

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

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

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

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

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

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

All tapping and service line installation fees, along with filing fees shall be paid once installation is complete and prior to the City accepting any flow via the sewer service.

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

SPECIAL CONDITIONS:

Owner is responsible to acquire all necessary excavation permits from the Kansas Department of Transportation (KDOT) and Ford County for the installation of the sewer service.

Contract for Sewer Service

Page 3

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

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

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Chuck Taylor, Mayor

ATTEST:

Connie Marquez, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

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

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

Notary Public

My Appointment Expires:

Contract for Sewer Service

Page 4

By

[Signature]
(Owner Signature)

John Bagner - Owner
(Printed Owner Name & Title)

[Signature]
(Owner Signature)

Kaycie Bagner - owner
(Printed Owner Name & Title)

DATED this 25th day of January, 2024.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 25th day of January, A.D. 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid came

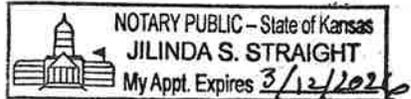
John and Kaycie Bagner

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

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

[Signature]
Notary Public

My Appointment Expires: 3/12/2026





Encroachment Agreement

This agreement is made and entered into between The City of Dodge City ("Licensor") and WIT Athletics LLC ("Licensee").

Whereas the Licensor is the owner of the property; and the Licensee is being granted the right to encroach upon the Licensor's property specifically for the purpose of;

Installation of a force main from Licensee business at 11150 Kliesen St.

("The Encroachment"). And the Licensor is prepared to permit such encroachment, strictly in accordance with the terms and conditions hereof. In consideration of these premises and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor hereby licenses and permits Licensees to encroach upon the property for the installation and maintenance of the Encroachment only in accordance with the described property attached to this agreement and marked as Exhibit A.
2. Licensees shall not acquire any right, title or interest in or to Property or the portion thereof affected by the Encroachment, except the right to maintain the Encroachment in accordance with the terms and conditions of this agreement and City Code.
3. Licensees hereby agree that the Licensor is not responsible for any maintenance or repair to the Encroachment resulting from use or required alterations.
4. Licensee agrees that if the Encroachment and/or the Licensee's reason for the Encroachment no longer exists. The Encroachment will dissolve and the Licensee will remove the Encroachment with 90 days.
5. If the Encroachment is found to be in conflict with any project the Licensor has planned or is under construction, the Licensee shall relocate the Encroachment such that it will no longer be in conflict with the project.

6. This agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
7. This is the entire agreement by both parties; any changes shall be made in writing and signed by both parties. Any disputes arising of this agreement must be brought in the District Court of Ford County, Kansas.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto as of the date below.

Licensee Signature  Date 1-25-24
Printed Name John Bogner
Licensee Signature  Date 1-25-24
Printed Name Kaycie Bogner

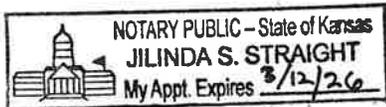
City of Dodge City, KS

By: _____
Nick Hernandez, City Manager

Attest: _____
Connie Marquez, City Clerk

SUBSCRIBED AND SWORN to me this 25th day of January, 20 24

SEAL




Notary Public



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: January 31, 2024
Subject: Ordinance 3808
Agenda Item: Ordinance and Resolutions

Recommendation: To approve Ordinance 3808 authorizing the execution of a contract with Ford County regarding the transfer of amounts received by the County under the fee agreement between Ford County and Cargill to the City.

Background: In conjunction with the approval of the intent to issue IRB's for Cargill Meat Solutions, Ford County also approved an Origination Fee Agreement with Cargill. The Origination Fee Agreement requires Cargill to pay an origination fee to the County of \$1,000,000 per year for five years to be used for childcare facilities. The agreement was approved by the Ford County Commission at their January 16, 2024 meeting.

Justification: This origination fee will be used to help with the childcare shortage within Dodge City and Ford County.

Financial Considerations: The County would transfer to the City the origination fee in the amount of \$1,000,000 a year for five years.

Purpose/Mission: On-going community improvement allows improvement in the childcare offerings within the City and Ford County.

Legal Considerations: All agreements were reviewed by City Bond Counsel.

Attachments: Ordinance 3808

(PUBLISHED IN THE *DODGE CITY DAILY GLOBE* ON FEBRUARY ___, 2024)

ORDINANCE NO. 3808

AN ORDINANCE APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A MUTUAL CONTRACT BETWEEN THE CITY OF DODGE CITY, KANSAS, AND FORD COUNTY, KANSAS WITH RESPECT TO THE USE OF CERTAIN FUNDS FOR CHILDCARE PURPOSES.

WHEREAS, K.S.A. 12-2908 (the “Act”) provides that any municipality may contract with any municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform, and such a contract shall be authorized by the governing body of the municipality and shall state the purpose of the contract and the powers and duties of the parties thereunder, and further that any such contract shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.*, as amended; and

WHEREAS, the City of Dodge City, Kansas (the “City”) and Ford County, Kansas (the “County”) are each a “municipality” under the Act, and the City and the County each have the authority under the laws of the State of Kansas to provide for the acquisition, construction, equipping and operation of childcare facilities, and may finance the improvements by the issuance of general obligation bonds or other sources, and to provide for the repayment from legally available sources of funds; and

WHEREAS, the respective governing bodies of the County and the City have determined that there is a public need for acquiring, constructing, equipping and operating certain childcare facilities (the “Childcare Project”) to serve the public in the County, the City and their environs; and

WHEREAS, in connection with the issuance of the Ford County, Kansas Taxable Industrial Revenue Bonds for the benefit of Cargill Meat Solutions Corporation (“Cargill”), the County and Cargill have entered into an Origination Fee Agreement (the “Fee Agreement”); and

WHEREAS, the City intends to acquire or construct the Childcare Project to serve the public, and the County intends to assist the City with the Childcare Project by transferring the amounts received by the County under the Fee Agreement to the City; and

WHEREAS, the City finds it is necessary and advisable to enter into a mutual contract with the County to collectively provide for certain matters respecting the acquisition, construction, equipping and operation of the Childcare Project.

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

SECTION 1. The City is hereby authorized to enter into the “DISTRIBUTION AGREEMENT” (the “Agreement”) with the County to collectively provide for certain matters relating to the funding of the Childcare Project. The form of the Agreement presented to the governing body of the City this date is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Agreement in that form.

SECTION 2. This Ordinance shall take effect and be in full force from and after its passage by the governing body and publication of the Ordinance in the official City newspaper.

PASSED by the City Commission on February 5, 2024 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 5, 2024; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance was published in the *Dodge City Daily Globe* on February ____, 2024.

DATED: February ____, 2024.

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May
Date: January 31, 2024
Subject: Ordinance No. 3809
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance 3809, which authorizes the execution of a loan agreement between the City and the Kansas Department of Health and Environment for financing of the Wastewater expansion at the South Wastewater Treatment Plant.

Background: Due to the construction of the Hilmar Cheese Plant, additional wastewater will be received at the South plant and there is not sufficient capacity for this additional wastewater stream. In order to have the capacity for this additional stream and future growth and expansion is needed. The estimated cost of this expansion is \$59,545,000. This is the amount of the loan being requested.

Justification: This loan will provide funding for the expansion of the plant to allow for the additional flow from the Hilmar Cheese plant and also future growth of the City.

Financial Considerations: The interest rate for the loan is 2.26% with a term of 30 years. The payments will come from a portion of the monthly fees charged to Hilmar, payment from National Beef for the upgrades that benefit their plant, payments in years 11-20 of the Bioscience District, EDA Grant, and Inflation Reduction Act (IRA) credits.

Purpose/Mission: We value progress and growth for the community's future.

Legal Considerations: The ordinance was prepared by KDHE and has been reviewed by the City's Bond counsel and Financial Advisor.

Attachments: Ordinance No. 3809 and the loan agreement.

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

AND

**DODGE CITY, KANSAS
KWPCRF PROJECT NO.: C20 3070 01**

EFFECTIVE AS OF OCTOBER 20, 2023

The interest of the Kansas Department of Health and Environment (“KDHE”) in the Loan Repayments to be made by the Municipality and certain other revenues (the “Revenues”) under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the “Authority”) pursuant to a Master Financing Indenture, between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's Kansas SRF Bonds, pursuant to a Master Financing Indenture adopted by the Authority.

LOAN AGREEMENT

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DRAFT

KANSAS WATER POLLUTION CONTROL REVOLVING FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of October 20, 2023, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (“KDHE”), acting on behalf of THE STATE OF KANSAS (the “State”), and DODGE CITY, KANSAS, a “Municipality” according to K.S.A. 65-3321 hereinafter referenced as the “Municipality”;

WITNESSETH:

WHEREAS, the Federal Water Quality Act of 1987 (the “Federal Act”) established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the “Secretary”) of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports (“the DOA”), and the Kansas Development Finance Authority (the “Authority”) have entered into an Inter-Agency Agreement effective December 23, ~~1999~~2019, (the “Inter-Agency Agreement”), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Financing Indenture, as the same has been amended and may be further amended and supplemented from time to time, (jointly the “Master Indenture”), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects (the “Projects”) and to pledge the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the “Bonds”) for the purpose of providing funds to implement the State’s requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act);

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, KDHE has approved the Municipality’s application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority; and

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise or as otherwise defined in the Master Resolution, have the following meanings:

“**Act**” means the Constitution and laws of the State, including particularly the Loan Act and K.S.A. 74-8905(a), as amended and supplemented.

“**Additional Payments**” means the payments described in **Section 2.06** hereof.

“**Additional Revenue Obligations**” means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

“**Annual Compliance Checklist**” means a questionnaire and/or checklist designed to ensure compliance with the requirements related to the use of proceeds of this Loan Agreement, the use of the Financed Facility and the investment of gross proceeds of this Loan Agreement that is completed each year by the Municipality initially in the form set forth in **Exhibit I**.

“**Authority**” means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

“Authorized Municipality Representative” means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

“Bonds” means the Kansas Development Finance Authority, Kansas Revolving Funds Revenue Bonds, issued in one or more series pursuant to the Master Indenture, and supplements thereto.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder promulgated by the Department of the Treasury.

“Continuing Disclosure Undertaking” means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

“Dedicated Source of Revenue” shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

“EPA” means the Environmental Protection Agency of the United States, its successors and assigns.

“Event of Default” means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to **Section 2.03** hereof.

“Existing Revenue Obligation” means any obligation for the payment of money undertaken by the Municipality, which is payable from or secured, by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

“Federal Act” means the Federal Water Quality Act of 1987, as amended.

“Federal Tax Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Financed Facility” means the portion of the Project consisting of property financed or refinanced with the proceeds of this Loan Agreement as described herein.

“GAAP” means generally accepted accounting principles as applicable to municipal utility systems.

“Indebtedness” means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations, Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

“Indenture” means collectively the Master Financing Indenture, dated as of November 1, 2010, among the Authority, KDHE and the trustee named therein, and any supplemental indentures executed from time to time by the Authority, KDHE and the trustee named therein, in accordance with the provisions of the Master Financing Indenture.

“KDHE” means the Kansas Department of Health and Environment or its successors in interest.

“**Loan Act**” means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.

“**Loan Agreement**” means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“**Loan Repayments**” means the payments payable by the Municipality pursuant to **Section 2.05** of this Loan Agreement.

“**Loan Terms**” means the terms of this Loan Agreement provided in **Article II** hereof.

“**Management or Operating Agreement**” means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

“**Master Indenture**” means the Master Financing Indenture adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.

“**Municipality**” means Dodge City, Kansas, its successors and assigns.

“**Non-Qualified Use**” generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in Federal Tax Regulations § 1.141-3 determine whether the Financed Facility is “used” in a trade or business. Generally, ownership, a lease, a Management or Operating Agreement or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Federal Tax Regulations § 1.141-3.

“**Non-Qualified User**” means any person or entity other than a Qualified User.

“**Opinion of Bond Counsel**” means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“**Qualified User**” means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“**Project**” means the acquisition, construction, improvement, repair, rehabilitation or extension of the System described in **Exhibit A** hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

“Project Costs” means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) financing and administrative costs associated with the Loan Agreement; and (d) subject to the approval of Bond Counsel and the Authority, payment of temporary financing obligations issued by the Municipality to pay Project Costs;

“Regulations” means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

“Revolving Fund” means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Council under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

“Secretary” means the Secretary of KDHE

“State” means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

“System” means wastewater collection and treatment system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in **Exhibit A**, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Wastewater Treatment System.

“System Revenues” means all revenues derived by the Municipality from the ownership and operation of the System.

“Wastewater Treatment System” means any Wastewater Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

Section 1.02. Rules of Interpretation.

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) All references in this Loan Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

- (d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$59,545,000 to the Municipality to pay all or a portion of Project Costs described in **Exhibit A** hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (**Exhibit B** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. Any amendment to **Exhibit B** shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The gross interest rate on the loan shall be ~~[Gross Loan Rate]~~ 2.26% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, **Exhibit B** hereto. This gross interest rate consists of a net loan interest rate, and a service fee, as described in **Exhibit B**.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as **Exhibit E**), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement;
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or

(3) interest becoming due on the Loan prior to the initial scheduled payment of principal; and

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has executed a Project contract or contracts and has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement, if any;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in **Exhibit C** attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) *Loan Repayments.* The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final

installment of principal under the Loan shall be fully repaid not later than 30 years after Project completion.

(b) *Prepayment of the Loan.* The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new **Exhibit B** will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Resolution are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as **Exhibit F**) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations

presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in **Exhibit D**: (1) to finance or refinance a portion of the Project Cost; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in **Exhibit D**, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on **Exhibit B** attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in **Exhibit C** hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in **Exhibit C** hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in **Exhibit C** hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as **Exhibit F** together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in **Exhibit G** attached hereto;

(4) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) **Operation and Maintenance of System.** The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) at all times operate the properties of its System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) **Disposition of System.** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually in accordance with generally accepted auditing standards if the total Disbursement of Loan Proceeds exceed \$25,000 for the Municipalities fiscal year. This audit shall be completed by an independent certified public accountant or firm of independent certified public accountants, or by an independent registered municipal accountant, and may be part of the single agency audit made on the Municipality's General Accounts in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, **Audits of States, Local Governments, and Non-Profit Organizations** as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 270 days of the close of the Municipal Fiscal Year being so audited.

(2) The Municipality shall maintain Project accounts in accordance with generally accepted government accounting standards including standards relating to the reporting of infrastructure assets.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Financial Information.**

(1) Obligation to Provide Information if Notified by KDHE. The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any "material event" (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

(2) Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal

Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

(3) **Annual Information.** Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's annual comprehensive financial report (ACFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

(4) **Event Notices.** For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) ***Insurance.*** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) ***Notice of Material Adverse Change.*** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws.

Section 3.03 Federal Tax Compliance Representations and Covenants. The Municipality has advised KDHE that it is expected that a Non-Qualified User may be provided with a special legal right or entitlement to use the Financed Facility. It is not expected that the Loan will be funded with proceeds of tax-exempt Bonds. Accordingly, the federal tax compliance provisions of this Section 3.03 will only be effective if KDFA and/or KDHE notifies the Municipality that such provisions are effective to the Loan and the Loan Agreement.

(a) The Municipality is the owner of the Financed Facility. As long as any portion of this Loan Agreement is unpaid, the Municipality will not dispose of any portion of the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(b) As long as any portion of this Loan Agreement is unpaid, the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel. In furtherance of this covenant, the Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User or provide any Non-Qualified User with a special legal right or entitlement to use the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(c) None of the proceeds of this Loan Agreement will be loaned directly or indirectly to any Non-Qualified User.

(d) All costs previously paid by the Municipality that are to be reimbursed from the proceeds of this Loan Agreement either (1) were paid by the Municipality after the date the Municipality filed its application with KDHE and not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the Project paid prior to the date construction commenced.

(e) The Municipality will not take any action or permit any action to be taken which would cause this Loan Agreement to be “federally guaranteed” within the meaning of Code § 149.

(f) No operating costs or expenses of the Municipality are being paid from the proceeds of this Loan Agreement.

(g) Upon the written request of the Authority or KDHE, the Municipality will provide written confirmation of compliance with the federal tax requirements through use of an Annual Compliance Checklist in a form acceptable to the Authority and KDHE. A sample Annual Compliance Checklist is attached to this Loan Agreement as **Exhibit I**.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

- (a) KDHE and the Authority shall have approved said assignment in writing;
- (b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State or any combination thereof that has legal responsibility to treat wastewater;
- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;
- (d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations to the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
- (e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in **Section 6.01** hereof.

Section 5.02. Remedies on Default.

(a) Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on **Exhibit B**, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.03. Expenses. Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to **Section 5.02** hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to **Section 5.03** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this **Article V**, it shall not be necessary to give any notice, other than such notice

as may be required in this **Article V**.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, may require the Municipality to undergo a financial and management operations review. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and
Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367
Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance
Authority
534 South Kansas Avenue, Suite 800
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on **Exhibit H**.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

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IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS



By: _____
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: _____

DODGE CITY, KANSAS

(Seal)

By: _____
Title: Mayor

“Municipality”

Date: _____

ATTEST:

By: _____
Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

The project consists of lift station and force main construction, expansion of the existing South wastewater treatment plant (WWTP) and repair/replacement of existing components at the WWTP to address aging infrastructure.

DRAFT

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Project Principal: 59,545,000.00
 Interest During Const.: 0.00
 Service Fee During Const.: 0.00
 Gross Loan Costs: 59,545,000.00

Preliminary Schedule for Construction Loan Agreement
 Amortization of Loan Costs as of 10/20/2023

Prepared for:
 City of Dodge City, Project No. C20 3070 01

Gross Interest Rate Allocation thru 3/1/2029 after 3/1/2029 Gross Interest Rate: 2.26%
 Service Fee Rate: 2.01% 0.25% First Payment Date: 9/1/2025
 Net Loan Interest Rate: 0.25% 2.01% Number of Payments: 60

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	9/1/2025	59,545,000.00	74,431.25	699,104.06	598,427.25	1,371,962.56	58,845,895.94
2	3/1/2026	58,845,895.94	73,557.37	707,003.94	591,401.25	1,371,962.56	58,138,892.00
3	9/1/2026	58,138,892.00	72,673.62	714,993.08	584,295.86	1,371,962.56	57,423,898.92
4	3/1/2027	57,423,898.92	71,779.87	723,072.51	577,110.18	1,371,962.56	56,700,826.41
5	9/1/2027	56,700,826.41	70,876.03	731,243.22	569,843.31	1,371,962.56	55,969,583.19
6	3/1/2028	55,969,583.19	69,961.98	739,506.27	562,494.31	1,371,962.56	55,230,076.92
7	9/1/2028	55,230,076.92	69,037.60	747,862.69	555,062.27	1,371,962.56	54,482,214.23
8	3/1/2029	54,482,214.23	68,102.77	756,313.54	547,546.25	1,371,962.56	53,725,900.69
9	9/1/2029	53,725,900.69	539,945.30	764,859.88	67,157.38	1,371,962.56	52,961,040.81
10	3/1/2030	52,961,040.81	532,258.46	773,502.80	66,201.30	1,371,962.56	52,187,538.01
11	9/1/2030	52,187,538.01	524,484.76	782,243.38	65,234.42	1,371,962.56	51,405,294.63
12	3/1/2031	51,405,294.63	516,623.21	791,082.73	64,256.62	1,371,962.56	50,614,211.90
13	9/1/2031	50,614,211.90	508,672.83	800,021.97	63,267.76	1,371,962.56	49,814,189.93
14	3/1/2032	49,814,189.93	500,632.61	809,062.21	62,267.74	1,371,962.56	49,005,127.72
15	9/1/2032	49,005,127.72	492,501.53	818,204.62	61,256.41	1,371,962.56	48,186,923.10
16	3/1/2033	48,186,923.10	484,278.58	827,450.33	60,233.65	1,371,962.56	47,359,472.77
17	9/1/2033	47,359,472.77	475,962.70	836,800.52	59,199.34	1,371,962.56	46,522,672.25
18	3/1/2034	46,522,672.25	467,552.86	846,256.36	58,153.34	1,371,962.56	45,676,415.89
19	9/1/2034	45,676,415.89	459,047.98	855,819.06	57,095.52	1,371,962.56	44,820,596.83
20	3/1/2035	44,820,596.83	450,447.00	865,489.81	56,025.75	1,371,962.56	43,955,107.02
21	9/1/2035	43,955,107.02	441,748.83	875,269.85	54,943.88	1,371,962.56	43,079,837.17
22	3/1/2036	43,079,837.17	432,952.36	885,160.40	53,849.80	1,371,962.56	42,194,676.77
23	9/1/2036	42,194,676.77	424,056.50	895,162.71	52,743.35	1,371,962.56	41,299,514.06
24	3/1/2037	41,299,514.06	415,060.12	905,278.05	51,624.39	1,371,962.56	40,394,236.01
25	9/1/2037	40,394,236.01	405,962.07	915,507.69	50,492.80	1,371,962.56	39,478,728.32
26	3/1/2038	39,478,728.32	396,761.22	925,852.93	49,348.41	1,371,962.56	38,552,875.39
27	9/1/2038	38,552,875.39	387,456.40	936,315.07	48,191.09	1,371,962.56	37,616,560.32
28	3/1/2039	37,616,560.32	378,046.43	946,895.43	47,020.70	1,371,962.56	36,669,664.89
29	9/1/2039	36,669,664.89	368,530.13	957,595.35	45,837.08	1,371,962.56	35,712,069.54
30	3/1/2040	35,712,069.54	358,906.30	968,416.17	44,640.09	1,371,962.56	34,743,653.37
31	9/1/2040	34,743,653.37	349,173.72	979,359.27	43,429.57	1,371,962.56	33,764,294.10
32	3/1/2041	33,764,294.10	339,331.16	990,426.03	42,205.37	1,371,962.56	32,773,868.07
33	9/1/2041	32,773,868.07	329,377.37	1,001,617.85	40,967.34	1,371,962.56	31,772,250.22
34	3/1/2042	31,772,250.22	319,311.11	1,012,936.14	39,715.31	1,371,962.56	30,759,314.08
35	9/1/2042	30,759,314.08	309,131.11	1,024,382.31	38,449.14	1,371,962.56	29,734,931.77
36	3/1/2043	29,734,931.77	298,836.06	1,035,957.84	37,168.66	1,371,962.56	28,698,973.93
37	9/1/2043	28,698,973.93	288,424.69	1,047,664.15	35,873.72	1,371,962.56	27,651,309.78
38	3/1/2044	27,651,309.78	277,895.66	1,059,502.76	34,564.14	1,371,962.56	26,591,807.02
39	9/1/2044	26,591,807.02	267,247.66	1,071,475.14	33,239.76	1,371,962.56	25,520,331.88
40	3/1/2045	25,520,331.88	256,479.34	1,083,582.81	31,900.41	1,371,962.56	24,436,749.07
41	9/1/2045	24,436,749.07	245,589.33	1,095,827.29	30,545.94	1,371,962.56	23,340,921.78
42	3/1/2046	23,340,921.78	234,576.26	1,108,210.15	29,176.15	1,371,962.56	22,232,711.63
43	9/1/2046	22,232,711.63	223,438.75	1,120,732.92	27,790.89	1,371,962.56	21,111,978.71
44	3/1/2047	21,111,978.71	212,175.39	1,133,397.20	26,389.97	1,371,962.56	19,978,581.51
45	9/1/2047	19,978,581.51	200,784.74	1,146,204.59	24,973.23	1,371,962.56	18,832,376.92
46	3/1/2048	18,832,376.92	189,265.39	1,159,156.70	23,540.47	1,371,962.56	17,673,220.22
47	9/1/2048	17,673,220.22	177,615.86	1,172,255.17	22,091.53	1,371,962.56	16,500,965.05
48	3/1/2049	16,500,965.05	165,834.70	1,185,501.65	20,626.21	1,371,962.56	15,315,463.40
49	9/1/2049	15,315,463.40	153,920.41	1,198,897.82	19,144.33	1,371,962.56	14,116,565.58
50	3/1/2050	14,116,565.58	141,871.48	1,212,445.37	17,645.71	1,371,962.56	12,904,120.21
51	9/1/2050	12,904,120.21	129,686.41	1,226,146.00	16,130.15	1,371,962.56	11,677,974.21
52	3/1/2051	11,677,974.21	117,363.64	1,240,001.45	14,597.47	1,371,962.56	10,437,972.76
53	9/1/2051	10,437,972.76	104,901.63	1,254,013.46	13,047.47	1,371,962.56	9,183,959.30
54	3/1/2052	9,183,959.30	92,298.79	1,268,183.82	11,479.95	1,371,962.56	7,915,775.48
55	9/1/2052	7,915,775.48	79,553.54	1,282,514.30	9,894.72	1,371,962.56	6,633,261.18
56	3/1/2053	6,633,261.18	66,664.27	1,297,006.71	8,291.58	1,371,962.56	5,336,254.47
57	9/1/2053	5,336,254.47	53,629.36	1,311,662.88	6,670.32	1,371,962.56	4,024,591.59
58	3/1/2054	4,024,591.59	40,447.15	1,326,484.67	5,030.74	1,371,962.56	2,698,106.92
59	9/1/2054	2,698,106.92	27,115.97	1,341,473.96	3,372.63	1,371,962.56	1,356,632.96
60	3/1/2055	1,356,632.96	13,634.16	1,356,632.96	1,695.44	1,371,962.56	0.00
Totals			16,237,883.78	59,545,000.00	6,534,869.82	82,317,753.60	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a. Advertising for construction contract bids within 30 days of KDHE authorization to advertise.
 - b. Bid opening no sooner than 30 days after advertisement for bids.
 - c. Contract award within 60 days of bid opening.
 - d. Issuance of notice to proceed within 30 days of a construction contract award.
 - e. Initiation of operation for the entire project no later than December 31, 2024.
 - f. Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes.

2. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
3. The Municipality agrees that all bid solicitations will include the following statement in the "Advertisement for Bids" for this project:

Nondiscrimination in Employment

 - a. Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended. Requirements for bidders and contractors under this order are explained in the specifications.
4. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.
 - a. The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.
5. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
6. The Municipality agrees to include Section 202 of Executive Order 11246 in all contracts and subcontracts for all construction contracts exceeding \$10,000.00.

7. If the project is for construction, alteration, and repair of treatment works, the municipality shall comply with KWPCRF wage rate requirements listed below:
- a. insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b. while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c. incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
 - d. review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
 - e. either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
 - f. provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and

completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;

- g. interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
 - h. establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
 - i. periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
 - j. periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.
 - k. must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
8. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as

described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.

9. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.
10. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at www.kdhe.state.ks.us/stormwater.
11. The Municipality shall follow applicable state procurement laws and regulations. KDHE approval is required prior to procurement.
12. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.
13. The Municipality will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications per K.A.R. 28-16-55 and Water Quality Policy Memorandum No. 2-78 dated January 18, 1978 and will furnish progress reports and such other information as the State may require.
14. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction (engineer associated with the design build team) will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
 - a. The Municipality agrees the performance standards applicable to the Project are:
 - (1) All construction deficiencies have been resolved.
 - b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project’s inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.

- c. Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
15. A final plan of operation and draft O&M Manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion and the Final O&M Manual must be submitted at 90% construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.
16. The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
17. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Loan Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.
18. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
19. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.
20. The Loan Recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Loan Recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
21. The Municipality hereby agrees to request and obtain intergovernmental environmental evaluations of the proposed Project and the Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of the project.

22. The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
23. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
24. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in Exhibit C(1), regardless of whether KDHE funding is available for the remaining System improvements.

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EXHIBIT D

USE OF LOAN PROCEEDS

Construction of a project to install lift station and force main improvements, expand the existing South wastewater treatment plant (WWTP) and repair/replace existing components at the WWTP to address aging infrastructure.

The loan proceeds will be utilized to pay the costs of:

1. Construction: All actual construction costs of the improvements to the wastewater collection and treatment system and incidental work associated with construction.
2. Engineering: All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use ordinance development, one year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan.
3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.

Unallowable Costs: The costs of full time employees of the municipality.

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EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services, which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Expenditures relating to site acquisition, easements, rights-of way, EXCEPT: (1) additional work required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act such as appraisal and certification services; (2) when the site itself is allowable in accordance with Federal SRF regulations and guidance; and (3) costs incurred in eminent domain proceedings.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds, which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water
Municipal Programs
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____ KANSAS PUBLIC WATER SUPPLY LOAN FUND _____	KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) KWPCRF PROJECT # C20 KPWSLF PROJECT #
--	--

IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION NAME : ADDRESS or PO box (include City, State, Zip) :
PAYMENT REQUEST NUMBER :	

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total of Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Signed	32	Telephone (Area Code, number & ext.)	Email
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EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF DODGE CITY, KANSAS
HELD ON [ORDINANCE DATE]**

The Governing Body of the City met in [regular/special] session at the usual meeting place in the City, at [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN DODGE CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member] _____ moved that said Ordinance be passed. The motion was seconded by [Council member] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

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DRAFT

(Published in [*Official City Newspaper*] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN DODGE CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the “Federal Act”) established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the “EPA”) to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the “Authority”) and KDHE have entered into a Master Financing Indenture (the “Master Indenture”) pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the “Projects”) and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the “Bonds”) for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Dodge City, Kansas (the “Municipality”) is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system

(the “System”); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construction of a project to install lift station and force main improvements, expand the existing South wastewater treatment plant (WWTP) and repair/replace of existing components at the WWTP to address aging infrastructure (the “Project”); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the “Regulations”) applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed \$59,545,000 (the “Loan”) in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of October 20, 2023, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the “Loan Agreement”) to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce

amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**] by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

[City Attorney]

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of October 20, 2023, between the Kansas Department of Health and Environment (“KDHE”), acting on behalf of the State of Kansas (the “State”), and Dodge City, Kansas (the “Municipality”)

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the “Loan Agreement”). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. _____ of the Municipality (the “Ordinance”) adopted on [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and
- (d) such other proceedings, documents and instruments as I have deemed

necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

Mayor and City Council
Dodge City - City Hall
806 N. 2nd Avenue
Dodge City, KS 67801

DRAFT

EXHIBIT I

BORROWER SAMPLE ANNUAL COMPLIANCE CHECKLIST (Example – Do Not Complete)

Name of Borrower: Dodge City, Kansas
Number of Borrower Loan financing the Financed Facility: KWPCRF Proj. No. C20 3070 01
Financed Facility and Placed in Service Date: The project consists of lift station and force main construction, expansion of the existing South wastewater treatment plant (WWTP) and repair/replacement of existing various at the WWTP to address aging infrastructure. This loan agreement (C20 3070 01) provides funds for planning, administrative, design and construction costs and interest during construction.
Issue Date of Borrower Loan: October 20, 2023
Name of Borrower Bond Compliance Officer:
Period covered by request (“Annual Period”):

Item	Question	Response
1 Project Completion	Has the Project intended to be financed from proceeds of the Borrower Loan been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Please provide the completion date of the Borrower Project, or, if the Borrower Project is not yet complete, the <i>expected</i> completion dates of the Project.	

Item	Question	Response
2 Ownership	Was the Financed Facility owned by the Borrower during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” please describe the assets no longer owned and indicate whether K DFA and KDHE were notified and advice or an Opinion of Bond Counsel obtained prior to the transfer. Include a copy of any advice or Opinion of Bond Counsel in your response.	

Item	Question	Response
3 Leases and Other Rights to Possession	During the Annual Period, was any part of the Financed Facility used by any entity other than the Borrower at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Borrower entered into an agreement permitting a cell phone tower or advertisement on a Financed Facility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was “Yes”, describe the Financed Facility subject to the lease or similar use agreement and indicate whether K DFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the lease or use agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Item	Question	Response
4 Management or Service Agreements	During the Annual Period, has the Borrower entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Borrower)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was “Yes”, describe the Financed Facility subject to the management or operating agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the management or operating agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Item	Question	Response
5 Other Use	During the Annual Period, was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility (e.g., has the Borrower entered into a take or pay contract or similar agreement related to output from the Financed Facility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the answer above was “Yes”, describe the Financed Facility subject to the agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Borrower Authorized Representative (Print Name): _____

Borrower Authorized Representative (Signature): _____

Date: _____

DRAFT



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: January 31, 2024
Subject: Resolution 2024-02
Agenda Item: Ordinance and Resolutions

Recommendation: The Tax Abatement Review Committee consisting of representatives from the affected taxing entities recommends approval of the intent of Ford County to issue Industrial Revenue Bonds and a pro-rated ten-year tax exemption for Cargill MeatSolutions, and approval of Resolution No. 2024-02.

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 to issue these bonds. Ford County will be the issuer of these bonds but due to the Cargill plant being partially located in the City Limits the City must also approve the issuance of the bonds. Cargill is asking Ford County to issue an amount not to exceed \$54,390,000 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, Ford County and the City of Dodge City will have no financial obligation, as the bonds are not backed by the County or City. Cargill will be responsible for repaying the bonds.

Cargill submitted an IRB and tax abatement application. The capital investment by Cargill is \$54,390,000 in building and improvements and \$37,110,000 in furniture, fixtures, and equipment. The abatement is for the building and improvements in the amount of \$54,390,000. The equipment is already exempt.

The committee consisting of Dr. Dierksen with USD 443, Caroline with Ford County, Dr. Nolte with DCCC, Greg Lix with Grandview Township and Nicole May City of Dodge City met to consider this request. The committee voted unanimously to recommend to grant a 10-year exemption with a declining schedule with ninety percent (90%) the first and second year and declining ten percent (10%) each year thereafter.

The Ford County Commission approved the intent to issue the IRB's at their meeting on January 16, 2024.

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 2.369 rate of return. It also shows a 38.95 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 2024-02

RESOLUTION NO.2024-02

A RESOLUTION APPROVING THE ISSUANCE BY THE BOARD OF COUNTY COMMISSIONERS OF FORD COUNTY, KANSAS OF ITS INDUSTRIAL REVENUE BONDS TO PAY THE COSTS OF THE ACQUISITION, CONSTRUCTION, RENOVATING AND EQUIPPING OF AN ADDITION AND OTHER IMPROVEMENTS TO AN EXISTING BEEF PROCESSING FACILITY TO BE LEASED TO CARGILL MEAT SOLUTIONS CORPORATION, WHICH FACILITY IS PARTIALLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS AND THE REMAINDER OF THE FACILITY IS WITHIN THREE MILES OF THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS.

WHEREAS, on January 16, 2024, the Board of County Commissioners of Ford County, Kansas (the "County") adopted its Resolution No. 12 stating its intent to issue certain Industrial revenue bonds in an aggregate principal amount not to exceed \$54,390,000 (the "Bonds"), as more particularly set forth in the Resolution of the County; and

WHEREAS, the proceeds of the Bonds will be used to pay the costs of the acquisition, construction, renovating and equipping an addition and to make improvements to an existing beef processing facility (the "Project") located within the County and within three miles of the corporate limits of the City of Dodge City, Kansas (the "City");

WHEREAS, before the County can issue Bonds for the Project pursuant to the provisions of K.S.A. 12-1741b, as amended, the approval of the City, of the issuance of the Bonds by the County is necessary; and

WHEREAS, the governing body of the City hereby finds and determines that the acquisition, construction, renovating and equipping an addition of the Project and issuance of the Bonds would serve the public purposes stated in the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.*(the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that issuance of the Bonds will not create, and is not intended to create, any financial liability upon the Bonds on the part of the City;

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

That the issuance of the Bonds by the County pursuant to the Act to pay the costs of the acquisition, construction, renovating and equipping an addition of the Project, as set forth in Resolution No. 12 of the County and subsequent resolution(s) and documents of the County setting the dates, terms, maturities and other provisions of the Bonds and authorizing their issuance, is hereby approved.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City of Dodge City, Kansas on February 5, 2024.

Mayor

[SEAL]

Attest:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of Dodge City, Kansas adopted by the governing body on February 5, 2024 as the same appears of record in my office.

DATED: February 5, 2024.

City Clerk

DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT (the “Agreement”) is entered into between **FORD COUNTY, KANSAS** (the “County”) and **THE CITY OF DODGE CITY, KANSAS** (the “City”), and is effective as of January [10], 2024.

RECITALS

A. K.S.A. 12-2908, as amended (the “Municipal Contract Act”), provides that any municipality may contract with any other municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform, and such a contract shall be authorized by the governing body of the municipality and shall state the purpose of the contract and the powers and duties of the parties thereunder, and further that any such contract shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.*, as amended.

B. The County and the City are each a “municipality” under the Municipal Contract Act. The County and the City each have the authority under the laws of the State of Kansas to provide for the acquisition, construction, equipping and operation of childcare facilities, and may finance the improvements by the issuance of general obligation bonds or other sources, and to provide for the repayment from legally available sources of funds.

C. The respective governing bodies of the County and the City have determined that there is a public need for childcare facilities to serve the public in the City, the County and their environs.

D. In connection with the issuance of Taxable Industrial Revenue Bonds for the benefit of Cargill Meat Solutions Corporation (“Cargill”), the County and Cargill have entered into an Origination Fee Agreement (the “Fee Agreement”).

E. The City intends to acquire or construct childcare facilities (the “Childcare Project”) to serve the public, and the County intends to assist the City with the Childcare Project by transferring the amounts received by the County under the Fee Agreement to the City.

F. The County and the City desire to enter into this Agreement in order to set forth the cooperative manner in which the proceeds from the Fee Agreement will be applied to assist the City with the Childcare Project.

THEREFORE, the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

1.1. In addition to words and terms defined elsewhere herein, the following words and terms shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All other terms and phrases used in this Agreement shall have the meanings defined in the Municipal Contract Act, unless a contrary intention clearly appears from the context.

“Agreement” means this Distribution Agreement.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State, and on which the County is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Childcare Project” means the improvements to be acquired or constructed and operated by the City or such other entities to be designated by the City.

“City” means the City of Dodge City, Kansas, a municipal corporation incorporated as a city of the first class of the State.

“County” means Ford County, Kansas, a political subdivision organized and existing under the laws of the State of Kansas.

“Enabling Ordinance” means the ordinance passed by the City authorizing the City to enter into this Agreement.

“Enabling Resolution” means the resolution adopted by the governing body of the County authorizing the County to enter into this Agreement.

“Fee Agreement Revenue” means the payments received by the County from Cargill under the Fee Agreement.

“Municipal Contract Act” means K.S.A. 12-2908, as amended.

“State” means the state of Kansas.

ARTICLE II

STATEMENT OF PURPOSE

2.1. The purpose of this Agreement is to set forth the terms and conditions under which the County and the City will cooperate in a genuine effort to provide childcare facilities for the benefit of the general public of County and its environs, all under and in accordance with the Municipal Contract Act.

ARTICLE III

REPRESENTATIONS OF COUNTY AND CITY

The County and the City hereby represent that:

3.1. Both are a municipality (as defined in the Municipal Contract Act) duly organized and existing under the laws of the State.

3.2. The governing body of the County and the governing body of the City have authorized the execution of this Agreement by the Enabling Resolution or the Enabling Ordinance, as applicable.

3.3. The Fee Agreement between Cargill and the County was authorized and approved by the governing body of the County.

3.4. The Fee Agreement Revenues shall be transferred by the County to the City for use by the City in connection with acquiring or constructing, equipping and operating the Childcare project.

3.5. The financial commitments made by the County in this Agreement do not create a responsibility on the part of the County to make transfers to the City from funds other than the Fee Agreement Revenues to be used for the Childcare Project.

ARTICLE IV

CONSTRUCTION OF IMPROVEMENTS

4.1. The City shall be in charge of and responsible for construction of the Childcare Project, based upon plans and specifications prepared by the City. The costs of the Childcare Project shall be paid by the City.

4.2. The County and the City agree to use good faith efforts to discuss the need for, and authorization, construction and financing of, access improvements, if any, to serve the site or sites where the Childcare Project are or will be located.

4.3. Both parties shall work with each other during the construction phase of the projects, exchange information, exchange construction plans and designs, and coordinate construction activities in order to further the mutual goal of this Agreement.

ARTICLE V

DURATION OF AGREEMENT

5.1. This Agreement will continue until the County has received all of the Fee Agreement Revenues as provided in the Fee Agreement, and the County has transferred the funds to the City.

ARTICLE VI

AMENDMENTS

6.1. This Agreement may be amended or supplemented in whole or in part when such amendments are approved by resolution of the County and by ordinance of the City, and such amendments or supplements have been executed by appropriate officials of the County and the City.

ARTICLE VII

ELECTRONIC TRANSACTIONS

7.1. The transactions described in this Agreement may be conducted, and documents related to the Agreement may be sent, received, executed, and stored, by electronic means or transmissions. Copies, teletypes, electronic files and other reproductions of original executed documents (or documents

executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ARTICLE VIII

EFFECTIVE DATE

8.1. This Agreement shall take effect upon passage of the Enabling Resolution, adoption of the Enabling Ordinance, and signature by appropriate officials of the County and the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County and the City have each caused this Agreement to be executed on its behalf by an authorized official, to be effective as of the date first above written.

FORD COUNTY, KANSAS

(SEAL)

By: _____
Name:
Title: Chairman

Attest:

By: _____
Name:
Title: County Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF FORD)

This instrument was acknowledged before me on January __, 2024, by _____, Chairman of the Board of County Commissioners of Ford County, Kansas, and _____, County Clerk of Ford County, Kansas, a political subdivision duly organized and existing under the laws of the State of Kansas.

(SEAL)

My Appointment Expires:

Notary Public

CITY OF DODGE CITY, KANSAS

(SEAL)

By: _____
Name:
Title: Mayor

Attest:

By: _____
Name:
Title: City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF FORD)

This instrument was acknowledged before me on January __, 2024, by _____, Mayor of the City of Dodge City, Kansas, and _____, City Clerk of the City of Dodge City, Kansas, a municipal corporation incorporated under the laws of the State of Kansas.

(SEAL)

My Appointment Expires:

Notary Public

EXHIBIT A

SCHEDULE OF BOND PAYMENTS

[To be inserted]

RESOLUTION NO. 12

A RESOLUTION OF THE GOVERNING BODY OF FORD COUNTY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, RENOVATING AND EQUIPPING OF AN ADDITION AND TO MAKE IMPROVEMENTS WITHIN AN EXISTING BEEF PROCESSING FACILITY LOCATED IN THE COUNTY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, Ford County, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the Ford County, 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 \$54,390,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction, renovating and equipping an addition and to make improvements within an existing beef processing facility (the "Project") located in the corporate limits of the Issuer and to be leased by the Issuer to Cargill Meat Solutions Corporation, a Delaware corporation, (the "Tenant").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF FORD COUNTY, 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 Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$54,390,000 (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 adoption of a resolution 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 negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (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; (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; and (h) the execution and delivery by the Tenant of an agreement for payment of an origination fee in substantially the form presented to the governing body of the Issuer with this Resolution.

Section 4. **Property Tax Exemption; Payment in Lieu of Taxes and Origination Fee Agreement.** 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; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. 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 and an origination fee agreement in substantially the forms 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. **Further Action.** The County Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Chairman, County 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 8. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

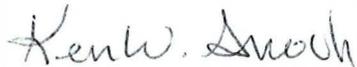
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ADOPTED by the governing body of Ford County, Kansas on January 16, 2024.

[SEAL]


Chairman


Commissioner


Commissioner

Attest:




County 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 January 16, 2024, as the same appears of record in my office.

DATED: January 16, 2024.


County Clerk

Debbie Cox
Ford County Clerk-Certified/Election Officer
dcox@fordcounty.net
Phone: 620.227-4553



Ford County Government Center
100 Gunsmoke Street
Dodge City, Kansas 67801

January 18, 2024

City of Dodge City, Kansas
806 N. 2nd Avenue
Dodge City, Kansas 67801
Attention: City Clerk

Re: Not to Exceed \$54,390,000
Ford County, Kansas
Industrial Revenue Bonds
(Cargill Meat Solutions)

The governing body of the City of Dodge City, Kansas (the "City") is hereby requested pursuant to K.S.A. 12-1741b, as amended, to approve adoption of a resolution by the Board of County Commissioners of Ford, Kansas (the "County") regarding the issuance of the above referenced Industrial Revenue Bonds to finance the acquisition, construction, renovating and equipping an addition and to make improvements to an existing beef processing facility most of which is located within three miles of the corporate limits of the City and a portion of which is located within the corporate limits of the City. A copy of the County's resolution is enclosed.

The City may approve the County's resolution by adopting the attached form of resolution of the City or the City may vote to disapprove the County's resolution. If the City fails to disapprove the issuance of the Industrial Revenue Bonds within seven business days after its next regular meeting following receipt of this request, the City will be deemed to have approved the County's resolution.

After the County's resolution is approved or disapproved, the City Clerk must complete the attached Certificate and return to the undersigned County Clerk.

FORD COUNTY, KANSAS

The Mission of Ford County Government is to build on our heritage, prepare for the future, and provide quality services to our citizens.

By: Debbie Cox

Debbie Cox, County Clerk

Received this Request January 18, 2024

Connie Marquez
Connie Marquez, City Clerk

7



Memorandum

To: City Commission
From: Ryan Reid, Director of Administrative Services
Date: 2024 01 23
Subject: Trash Cart Purchase
Agenda Item: New Business

Purpose: To expand and maintain trash service.

Recommendation: Approve purchase of 624 Carts for Sanitation for \$35,980

Background: Staff recently received a quote for a truckload of new 96 gallon wheeled trash carts. Staff recommends purchasing the carts from Toter. These carts have held up well. These new carts are necessary as the City continues to grow.

The last purchase of these carts in 2022 was for 624 carts for \$37,998.

City Commission Options:

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

Financial Considerations:

Amount \$:35,980

Fund: 53043100-441010

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Ongoing Improvement, Working Towards Excellence

Attachments: Toter quote

Approved for the Agenda by:

Ryan T. Reid, Director of Administrative Services



1661 Frontera Rd, Del Rio, TX, 78840
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10299141

Sell To:

Contact Name	Leonel Ibarra	Ship To Name	City of Dodge City
Bill To Name	City of Dodge City	Ship To	111 W Water St
Bill To	111 Water St		Dodge City, KS 67801
	Dodge City, KS 67801		USA
	USA		
Email	leoneli@dodgecity.org		
Phone	(620) 225-8172		

Quote Information

Salesperson	Phillip Chiles	Created Date	1/17/2024
Salesperson Email	pchiles@wastequip.com	Expiration Date	2/1/2024
Salesperson Phone	(319) 371-4761	Quote Number	WQ-10299141
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Body HS-S3007 Lid HS-S3170	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	454.00	\$53.75	\$24,402.50
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Body HS-S3007 Lid HS-S3704	---Body Color - (940) Green ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	170.00	\$53.75	\$9,137.50

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$33,540.00
Shipping Terms	FOB Origin	Shipping	\$2,440.00
		Tax	\$0.00
		Grand Total	\$35,980.00

Additional Information



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10299141

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 226024-2 as awarded by the City of Tucson on 06-15-2023. Per the terms of this contract, pricing and products are evaluated per this contract based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 6-15-2023 through 6-14-2024 (then current freight applied at time of each order). Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: February 5, 2024

Subject: Approve Change Order (CO) #7 for the Expansion of the S. WWTP from UCI – SS 2101

Agenda Item: New Business

Purpose: Approval CO #7 for the extra work required for the sub-base at the Primary and Hilmar Lift Stations.

Recommendation: Approve CO #7 for the extra work required for the sub-base at the Primary and Hilmar Lift stations in the amount of \$125,974.00. Staff recommends this change order be funded from Contingency.

Background: Once the excavation for the Primary Lift Station reached the elevation of the floor of the Wet/Dry wells, approximately 25' deep, water started to fill the bottom of the excavated hole. UCI set a pump in the excavation in hopes the water intrusion was minimal, however, it was not, and water kept filling the excavation. Per direction from PEC, UCI had to over excavate hole by 2.5', place and compact 2' of 4" crushed rock/concrete. Above the crushed rock, a 12" base of AB3 material was placed. The AB3 was wrapped in geotextile fabric. The concrete floor of the wet/dry well was placed on this 12" of wrapped AB3 material. Dewatering was continued throughout the placement of the floor of the wet/dry well floor to ensure that water did not reach the wrapped AB3 base.

Although water was not encountered at the Hilmar Lift Station site, It was determined that the sub-base also needed to be improved. Basically, the same procedure was completed, UCI over excavated the hole by 2', place and compact 18" of 4" crushed rock/concrete. Above the crushed rock, a 6" base of AB3 material was placed. The AB3 was wrapped in geotextile fabric. The concrete floor of the wet well was placed on this 6" of wrapped AB3 material.

We do have a contingency fund for this project. Currently, the contingency fund is \$636,752.15. As previously mentioned, Staff would recommend funding this change order from the contingency fund. The Contingency Fund will have \$510,778.15 remaining after CO #7.

Here is a summary of the CO's to date.

- CO #1 – Addition of Earthwork to UCI's GMP – Additional \$7,256,549.86
- CO #2 – Bentonite Sealing of Anaerobic and Aerobic Lagoons, not needed after further clarification from KDHE - \$0.00
- CO #3 – Retaining Wall, after further investigation, CO #5 was required for Retaining Wall - \$0.00
- CO #4 – Change in Seeding of disturbed areas, Deduct and added to Contingency – Decrease of \$72,586.15, added to Contingency
- CO #5 – Retaining Wall for Anaerobic #4 – Additional \$376,922.00
- CO #6 – Installation of the H2S removal Vessels – Additional \$374,150.00
- CO #7 – Extra Work required for Sub-base of Lift Stations – Additional \$125,974.00. to be taken from Contingencies.
- Change Order Total to date - \$8,007,621.86

City Commission Options:

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

Financial Considerations: CO #7 amount is \$125,974.00. Funding will be taken from Contingencies.

Amount \$: \$125,974.00

Fund:

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: This Change Order will be added to the UCI's GMP Contract.

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

Attachments: CO #7

Approved for the Agenda by:



Ray Slattery, PE, Dir. of Engineering Services

Change Order

Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
122025. P.O. Box 880
Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 7
Seq #: 1

Contractor: Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Change Order Date: 1/15/24

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
7	1		LS	Primary & Hilmar LS Subgrade Improvements		\$125,974.00

Change Order 7 per the attached scope of work and breakdown.

*CO#7 required 15 working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 7 can be deducted from current contingency or added to the GMP.

Authorized By Owner: _____
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Accepted By Contractor: _____
Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Engineer: _____
Professional Engineering Consultants
303 S Topeka
Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order # PCO 7

Title: Biogas System Expansion

Required Days for PCO #7:15 days

Description: Primary(RFI# 30) & Hilmar(RFI# 43) required subgrade improvements due to groundwater per Engineering's direction. Please see attached breakdown, RFI's, Daily Reports, Invoices, and Photos.

DIRECT LABOR				
	Rate	Unit	Duration	Subtotal
Supervisor Manhours	\$75.00	MH	186.5	\$13,988
Operator Manhours	\$44.00	MH	104.5	\$4,598
Operator Manhours	\$44.00	MH	98.5	\$4,334
Operator Manhours (OT)	\$66.00	MH	75	\$4,950
Concrete Tech Manhours	\$35.00	MH	104.5	\$3,658
Concrete Tech Manhours	\$35.00	MH	104.5	\$3,658
Concrete Tech Manhours (OT)	\$52.50	MH	75	\$3,938
DIRECT LABOR TOTAL			748.5	\$39,122
MATERIALS				Subtotal
Geotex 601				\$1,500
MATERIAL TOTAL				\$1,500
EQUIPMENT RENTAL				
	Rate	UNIT	Duration	Subtotal
PU Truck	\$80.00	DY	15	\$1,200
289 Skid Steer	\$167.00	DY	9	\$1,503
624 Loader	\$200.00	DY	9	\$1,800
Crane Downtime	\$3,500.00	WK	2	\$7,000
Padfoot Roller 84"	\$2,255.03	LS	1	\$2,255
	\$0.00	DY	0	\$0
	\$0.00	DY	0	\$0
Subtotal				\$13,758
Misc Equipment Running Costs				
Fuel, oil, gas, grease (30% of Equipment Rental Cost) - Does not include Crane				\$2,027
				\$0
Subtotal				\$2,027
EQUIPMENT TOTAL				\$15,785
GENERAL EXPENSE				
Labor				
Project Leader	\$95.00	MH		\$0
Site Manager	\$95.00	MH		\$0
Production Leader	\$105.00	MH		\$0
Production Associate	\$85.00	MH		\$0
QA/QC Associate	\$85.00	MH		\$0
Procurement Associate	\$85.00	MH		\$0
Safety Supervisor	\$85.00	MH		\$0
Subtotal			0	\$0
Materials				
Safety provisions	\$1.00	MH	748.5	\$749
Area yard charges	\$1.00	MH	748.5	\$749
Small tools	\$1.50	MH	748.5	\$1,123
Subsistence	\$150.00	Day	75	\$11,250
Utilities	\$15.00	Day	0	\$0
Office Facilities	\$45.00	Day	0	\$0
Subtotal				\$13,870
GENERAL EXPENSE TOTAL				\$13,870
UCI TOTAL WORK ITEMS				\$70,277
UCI FEE			15%	\$10,541.58
UCI TOTAL COST				\$80,819
SUBCONTRACTS				
MJE				\$41,050
SUBCONTRACT TOTAL WORK ITEMS				\$41,050
UCI SUBCONTRACT FEE			10%	\$4,105.00
UCI SUBCONTRACT TOTAL COSTS				\$45,155
TOTAL COST (UCI WORK AND SUBCONTRACTORS)				\$125,974

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT

GRAND TOTAL ~~\$47,750.00~~

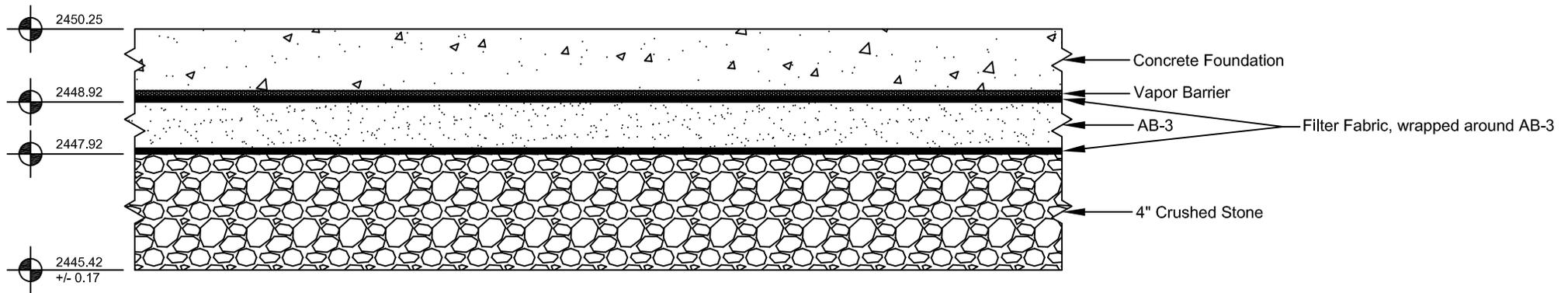
NOTES:

\$41,050.00

1. This quote and these qualifications shall be included as part of the contract documents between the Owner and MJE, LLC. If the quote and qualifications are the only written documents evidencing the agreement between the Owner and MJE, LLC such documents constitute the contract between Owner and MJE, LLC.

Presented by:
MJE, LLC

Accepted by:



Primary Lift Station Subgrade - Proposed Fix

Kiribati
PROJECT 210263-002 - Dodge City WWTP Expansion - Phase 2
210263-002 DATE SENT 7/31/2023

SUBJECT 30 - RFI# 30 -Primary Lift Station Groundwater Issue RFI ID 30 - RFI# 30 - Primary Lift Station Groundwater Issue

TYPE RFI TRANSMITTAL ID 00303

PURPOSE Answered VIA Email

QUESTION:
SUGGESTION:

ANSWER: "Set sump on compact granular fill (3/4" rock). Install geofabric between rock and precast sump. Install rock on sides of sump."

- David Carpenter, PE

FROM

NAME	COMPANY	EMAIL	PHONE
Ever Villalobos		ever.villalobos@pec1.com	

TO

NAME	COMPANY	EMAIL	PHONE
Jason Brady	UCI	jasonb@ucict.com	(316) 265-9506
Ray Slattery, P.E.	City of Dodge City	rays@dodgecity.org	620-225-8106
Tanner Rutschman	City of Dodge City	tannerr@dodgecity.org	
Shane.Smith@jacobs.com		Shane.Smith@jacobs.com	
bryan.hensley@jacobs.com		bryan.hensley@jacobs.com	
Levoi Easterwood	Professional Engineering Consultants	levoi.easterwood@pec1.com	1658

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	7/28/2023	UCI RFI# 30 -				

RFI Transmittal

DATE: 7/31/2023

ID: 00303

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
		PLS Groundwater Issue.pdf				

COPIES:

Nicole Franken

(Professional Engineering Consultants PA)



Request For Information # 43

Project:	122025.
Project Name:	Dodge City KS Package 3 – System Expansion

To:	From:
Nicole Franken / Ever Villalobos	Jason Brady
Professional Engineering Consultants	UCI
303 South Topeka	1930 S Hoover, Suite 100 PO Box 9592
Wichita, KS 67202	Wichita, KS 67277-0592
Phone: 316-206-1343	Phone:
Fax:	Fax: 316-265-3041
Email:	Email: jasonb@ucict.com

Subject:	Status:	Date Submitted:	Respond By:	Cost Impact:
Hilmar Wet Well Subgrade Improvements		08/29/2023	08/29/2023	Y

Information Requested:

As instructed by PEC to improve the subgrade at the Hilmar Wet Well UCI/MJE is to over excavate 2' then install 18" of the 4" KDOT crushed stone(same rock that was used to improve the Primary Lift Station subgrade submitted on RFI# 30). This rock to be compacted using excavator bucket. UCI will then install 6" of KDOT SB-2(UCI Submittal# 102) compacted with a plate compactor and wrapped(bottom, top, and sides) in a nonwoven geotextile(same as submitted on RFI# 30). Please confirm.

RFI Response:

--

Kiribati
PROJECT 210263-002 - Dodge City WWTP Expansion - Phase 2
210263-002 DATE SENT 9/6/2023

SUBJECT 43 - RFI# 43 - Hilmar Wet Well Subgrade Improvements RFI ID 43 - RFI# 43 - Hilmar Wet Well Subgrade Improvements

TYPE RFI TRANSMITTAL ID 00397

PURPOSE Answered VIA Email

QUESTION:
SUGGESTION:

ANSWER: "I approve of the changes"
- Bob Henthorne

FROM

NAME	COMPANY	EMAIL	PHONE
Ever Villalobos		ever.villalobos@pec1.com	

TO

NAME	COMPANY	EMAIL	PHONE
Jason Brady	UCI	jasonb@ucict.com	(316) 265-9506
Ray Slattery, P.E.	City of Dodge City	rays@dodgecity.org	620-225-8106
Tanner Rutschman	City of Dodge City	tannerr@dodgecity.org	
Shane.Smith@jacobs.com		Shane.Smith@jacobs.com	
bryan.hensley@jacobs.com		bryan.hensley@jacobs.com	
Levoi Easterwood	Professional Engineering Consultants	levoi.easterwood@pec1.com	1658

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	8/30/2023	UCI RFI# 43 - Hilmar Wet Well Subgrade Improvements.pdf				















Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: February 5, 2024

Subject: Approve Change Order (CO) #8 for the Expansion of the S. WWTP from UCI – SS 2101

Agenda Item: New Business

Purpose: Prevent erosion on the side slopes of the new facultative ponds due to wave action and changing water levels.

Recommendation: Approve CO #8 for the installation of a 60 mil HDPE Liner on the side slopes of the facultative ponds #5 and #6 in the amount of \$1,089,825.00.

Background: Through the process of developing the GMP for the WWTP Expansion, Turf Reinforcement Matting (TRM) along with Curlex Seeding Blanket (CSB) over seeded vegetation was proposed for the side slopes of the facultative lagoons. This is a cost-effective method of slope protection and is used on other, smaller municipal facultative lagoons. This protection would extend from the top of the lagoons to 2' below what was to be the design water level. Hoping that one or both facultative lagoons are temporary because of the proposed Managed Aquifer Recharged (MAR) Project, staff, PEC and UCI were looking for a cost effective measure to use. After careful consideration, it has been determined that this method of erosion protection probably will not ensure year-round protection of the facultative lagoons. With each of these new lagoons being 45 acres in size, wave action on the side slopes is a real concern. This wave action, the changing of the water level, and the vegetation going dormant in the fall and winter made the seeding and reinforcing of the side slopes an undesirable method of protecting the lagoons.

When the original WWTP Plant was constructed, the facultative lagoon side slope liner consisted of a 2" +/- reinforced shotcrete type of paving. After the first couple of years the wave action destroyed the 2" shotcrete and erosion started to take place on the lagoon walls. If this erosion was allowed to continue, the entire wall of the facultative lagoon was going to be jeopardized and possibly lost. That is when a new 4" placed reinforced concrete liner was installed. The facultative lagoons had to be drained, what was left of the shotcrete liner removed, erosion areas repaired, and the new 4" liner placed. As you can imagine this was a costly and time-consuming project. Staff did not want something like this to happen again. That is when other options to protect the lagoons were investigated. One option looked at was the use of Flex-A-Mat reinforcement. However, this again relies on vegetation to provide a majority of the erosion control, while the small concrete pyramids provide the initial and a more robust protection to the waves. The cost to of the Flex-A-Mat reinforcement was estimated to be between \$1.0 to \$1.2 Million. However, it was rejected because it couldn't provide year-round protection. Placing a concrete liner around the lagoons, a was discussed. An estimate of a little over \$8.0 Million was provided by the contractor. However, due to the cost and the possibility of the lagoons not being used an extended number of years because of the MAR project, this option was also rejected.

Finally, the topic of an HDPE liner was discussed. Based on specifications for the installation of the HDPE Liner, it seems to solve all the concerns of providing year-round protection against wave action and changing water levels. This method of protection was submitted and approved by KDHE. The contractor then provided

the estimate based on the specifications from PEC and KDHE for the installation of the HDPE liner. The liner will be anchored at both the top and bottom of the side slope, sand ballast pipes will be installed on 50' centers to prevent wind uplift of the HDPE liner. Wave action can cause shelving, but the liner will still provide erosion protection and the shelving does not jeopardize the integrity of the lagoon. If one or both lagoons are no longer needed after the MAR project, the HDPE liner can be sold or recycled for other uses.

The total cost for the installation of the HDPE Liner is \$1,547,700.00. The cost of the installation of the TRM and CBS included in the GMP was \$457,875.00. This dollar amount was deducted from the \$1,547,700.00 making the final cost for Change Order # 8 \$1,089,825.00.

We do have a contingency fund for this project. However, this Change Order is more than the available funds of the contingency fund of \$510,778.15.

Here is a summary of the CO's to date.

- CO #1 – Addition of Earthwork to UCI's GMP – Additional \$7,256,549.86
- CO #2 – Bentonite Sealing of Anaerobic and Aerobic Lagoons, not needed after further clarification from KDHE - \$0.00
- CO #3 – Retaining Wall, after further investigation, CO #5 was required for Retaining Wall - \$0.00
- CO #4 – Change in Seeding of disturbed areas, Deduct and added to Contingency – Decrease of \$72,586.15, added to Contingency
- CO #5 – Retaining Wall for Anaerobic #4 – Additional \$376,922.00
- CO #6 – Installation of the H2S removal Vessels – Additional \$374,150.00
- CO #7 – Extra Work required for Sub-base of Lift Stations – Additional \$125,974.00. to be taken from Contingencies.
- CO #8 – HDPE Liner – Additional \$1,089,825.00
- Change Order Total to date - \$9,097,446.86 (Only \$1,840,897.00 excluding CO #1)

City Commission Options:

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

Financial Considerations: CO #8 amount is \$1,089,825.00. Funding will come from the State Revolving Fund.

Amount \$: \$1,089,825.00

Fund:

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: This Change Order will be added to the UCI's GMP Contract.

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

Attachments: CO #8

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

Change Order

Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
 122025. P.O. Box 880
 Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 8
 Seq #: 1

Contractor: Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Change Order Date: 1/23/24

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
8	1		LS	60mil HDPE Liner(Facultative Cells 5 & 6 Slopes)		\$1,089,825.00

Change Order 8 per the attached scope of work from MJE and following breakdown:

60mil HDPE Liner with Sand Ballasts 50' OC
 MJE Cost - \$1,407,000.00
 UCI Markup(10%) - \$140,700.00
 Total Cost - \$1,547,700.00
 Erosion Mat Trm W/Curltex Seeding Deduct - (\$457,875.00)
 Total CO# 8 Amount - \$1,089,825.00

*CO#8 requires 30 working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 8 to be added to the GMP.

Authorized By Owner: _____
 City of Dodge City
 P.O. Box 880
 Dodge City, KS 67801

Accepted By Contractor: _____
 Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Engineer: _____
 Professional Engineering Consultants
 303 S Topeka
 Wichita, KS 67202

QUOTE FOR CONSTRUCTION



MJE, LLC

26503 Eleven Road

Montezuma, Kansas 67867

Contact: Jill Wahl

Phone: 620-846-2634

Email: jwahl@mjellc.net

<u>Quote To:</u>	Walter Marcotte VP Estimating	<u>Job Name:</u>	DCWW Facultative Liner Change Order
<u>Phone:</u>	316-239-7772	<u>Date of Plans:</u>	
<u>Email:</u>	wmarcotte@ucict.com	<u>Date of Quote:</u>	1/4/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	60 MIL HDPE LINER W/ SAND BALLASTS 50' OC	1.00	LS	1,407,000.00	1,407,000.00
	<p>Price includes labor, equipment, and materials to install a 60 mil HDPE Geomembrane liner including 8" sand ballast tubes 50' on center.</p> <p>Recommended liner is 60 mil HDPE Geomembrane smooth. The liner shall be anchored on top and bottom with 2' x 2' anchor trenches. Wave action against the liner can cause shelving, but does not cause failure. Sand Tube Ballasts have been included to prevent wind damage to the liner for changing water levels.</p> <p>Price includes labor and equipment to complete the 2' x 2' floor anchor trench. It is assumed required clay material shall be found while excavating the lagoons. Installation of anchor trench in the floor of Facultative Lagoons 5 & 6 requires a four step process:</p> <ul style="list-style-type: none"> - overex of existing soils at the toe of slope to 3' depth - placement of clay to 3' at the toe of slope - excavation of 2' x 2' anchor trench - backfill of 2' x 2' anchor trench <p>Price includes labor and equipment to complete the 2' x 2' top of slope anchor trench. Installation of anchor trench on the top of the slope of Facultative Lagoons 5 & 6 requires a two step process:</p> <ul style="list-style-type: none"> - excavation of 2' x 2' anchor trench - backfill of 2' x 2' anchor trench 				

GRAND TOTAL	\$1,407,000.00
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NOTES:

1. This quote and these qualifications shall be included as part of the contract documents between the Owner and MJE, LLC. If the quote and qualifications are the only written documents evidencing the agreement between the Owner and MJE, LLC such

documents constitute the contract between Owner and MJE, LLC.

Presented by: *Jill M. Wahl*
MJE, LLC
1/4/2024

Accepted by:



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: February 5, 2024
Subject: Change Order #2, Asphalt Street Reconstruction, ST 2301
Agenda Item: New Business

Purpose: The purpose of this change order is to reconstruct Market St. in a way that provides access to the residents and allows construction to take place in a timely manner.

Recommendation: Approve Change Order #2 for 2023 Asphalt Street Reconstruction Project for an increase in the amount of \$70,612.50.

Background: At the April 17, 2023, Commission Meeting, the Commission awarded the concrete alternate of the 2023 Asphalt Street Reconstruction Project to Building Solutions. The Commission also approved extending the project to include some additional streets. One of these additional streets was Market St. from Sunnyside Ave. to Prospect Ave. This section of Market St. is basically one long block with no side streets. The street is also narrow at just 26' of driving width. The contractor has been considering different option on phasing for construction, so that the residents do not have to walk a long distance, maintain as much access as possible, provide enough area for residents to park for the section of the road that is closed. In the end, the contractor and staff believe the best option for phasing the reconstruction is to reconstruct one-lane/half at a time the entire length of Market St.

To accomplish this the contractor is proposing to remove the existing asphalt pavement and necessary sub-grade by milling instead of tearing out the pavement either by an excavator or front-end loader. By removing the pavement and sub-grade by milling, one lane of traffic will always be open. The contractor is also proposing to use crushed concrete instead of fly-ash as sub-grade modification. Again, this will maintain one-lane of traffic and the crushed concrete can be used as temporary drives to the resident's houses on the side of the street being reconstructed. Crushed concrete will also allow the contractor to work in colder temperatures. The contractor will also need to bore the new water services across the one-lane that is carrying traffic. By constructing the street in this manner there will be one additional longitudinal joint that the contractor has agreed to do at no additional cost.

This method of removal, sub-grade modification, and the water service work was not the method included in the contractor's bid. Therefore, the contractor is requesting this change. The contractor plans to start the reconstruction of Market St. on February 12th if the change order is approved.

City Commission Options:

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

Financial Considerations:

Amount \$: 70,612.50

Funds: Street Sales Tax Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this change order from Building Solutions, LLC the contract dollar amount will be amended.

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

Attachments: Change Order #2

Approved for the Agenda by:



Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: 2023 Asphalt Street Program

PROJECT NUMBER: ST 2301

CONTRACTOR: Building Solutions, LLC

REQUEST NUMBER: 2

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Pavement Excavation	S.Y.	4950	0	-4950	\$ 5.75		\$ (28,462.50)
6" Fly-Ash Subgrade	S.Y.	4950	0	-4950	\$ 7.50		\$ (37,125.00)
Milling (6" Asphalt & 6" Subgrade)	S.Y.	0	4950	4950		\$ 12.50	\$ 61,875.00
6" Crushed Concrete Subgrade	S.Y.	0	4950	4950		\$ 13.50	\$ 66,825.00
Bore Water Service Lines	Each	0	20	20		\$ 375.00	\$ 7,500.00
						NET INCREASE	\$ 70,612.50

RECOMMENDED FOR APPROVAL:

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

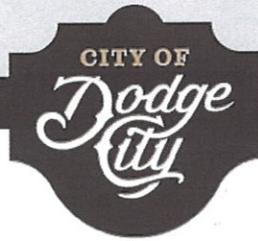
Ray Slattery, P.E.
Director of Engineering Services

Contractor: Building Solutions, LLC

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Corey Keller Director of Public Works

Date: January 31, 2024

Subject: Approval of Essential Air Service (EAS) Bids Under Docket DOT-OST-1998-3502

Agenda Item: New Business

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

Recommendation: Staff is recommending that Commission allow staff to provide comments recommending SkyWest / United Express offering 12 weekly flights for a 2-year term with a total subsidy of \$6,880,125.00 annually to the Federal Department of Transportation (DOT) to be the Essential Air Service (EAS) provider for Dodge City. Comments are due back to the DOT February 9, 2024.

Background: On January 8, 2024, the DOT accepted proposals for Dodge City for the next EAS term. Dodge City received 2 proposals for air service from the DOT. The proposals received for Dodge City were.

1. Boutique Air submitted seven different routing proposals, all operated with single engine PC-12 aircraft. The seven proposals are summarized below by hub, weekly frequency, multi-year subsidy levels and annual forecast load factor. We note that the carrier did not provide a completion rate for its forecast flight schedule, so we assumed 97%. The carrier also assumed the PC-12 had 9 passenger seats when standard Boutique configuration is 8 passenger seats. The average fare would be \$89 per one way trip.

BOUTIQUE AIR PROPOSALS FOR DODGE CITY EAS JANUARY 2024							
Prop	One	Two	Three	Four	Five	Six	Seven
Hub	DEN	DEN	DEN	DFW	DFW	DEN/DFW	DEN/DFW
Weekly Freq	18	21	24	21	24	14/7	14/10
Subsidy Levels, Load Factor Assumptions and Traffic Forecast							
Year 1	\$4.47	\$5.00	\$5.70	\$6.50	\$7.40	\$6.30	\$7.00
Year 2	\$4.79	\$5.35	\$6.10	\$7.00	\$8.00	\$6.76	\$7.50
Year 3	\$5.10	\$5.70	\$6.50	\$7.50	\$8.50	\$7.20	\$8.00
Load Factor	91.6%	78.9%	69.5%	82.3%	71.9%	90.5%	83.5%
Fcst Pax	13,310	13,366	13,478	13,956	13,928	15,332	16,174

1. SkyWest submitted one proposal for 12 weekly flights to Denver using 50-seat CRJ-200 aircraft. The carrier forecasts 13,728 annual passengers. Load factor of 22% and annual subsidy needs of \$6,880,125.00 for year one, \$7,361,734.00 for year two and \$7,877,005.00 for year three. The average fare would be \$106.00 per one way trip.

SkyWest has continued to provide reliable service to Dodge City throughout this process. Enplanements, although down for the year 2022, enplanements are still better than they have ever been in any previous years. We have received numerous compliments throughout the community on the quality-of-service SkyWest provides. SkyWest continues to be one of the most profitable airlines in the industry, which ensures their longevity.

City Commission Options:

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

Financial Considerations:

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

Budgeted Expense Grant Bonds Other

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

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

Attachments: Airline Proposals/Past Enplanement Data

Approved for the Agenda by:



Corey Keller, Dir. Of Public Works



January 8, 2024

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

SkyWest Airlines' Essential Air Service Proposal for Dodge City and Liberal, KS.

Dear Mr. Gormas:

Attached is SkyWest Airlines' proposal to provide air service from Dodge City (DDC) and Liberal (LBL), KS to Denver International Airport (DEN).

SkyWest welcomes the opportunity to continue United Express service to these communities. Our combination of safe and reliable aircraft, well-timed schedules, and access to one of the world's largest airline networks will continue to provide passengers with quality air service and further stimulate economic growth in the region.

As directed by the RFP, we will offer 12 weekly round-trip flights for a three-year term utilizing 50-seat CRJ200's.

Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Daniel Belmont", with a large, stylized flourish at the end.

Daniel Belmont
Director – Market Development
SkyWest Airlines



SkyWest Airlines
Essential Air Service Bid
1/8/2024

	DEN
	DDC
Number of round trips per week	12.0
Aircraft type	CRJ - 50 Seat
Passenger Revenue	
Passengers	13,728
Average fare	\$ 106.00
Revenue	\$ 1,455,168
Block Time	
Trip block time (minutes)	79
Total scheduled block time	1,642
Total completed block time	1,593
RPMS	
Passengers	13,728
Stage length	292
Total RPMs	4,008,576
ASMs	
Scheduled departures	1,248
Competed departures	1,211
Stage length	292
Available Seats	50
Total ASMs	18,220,800
Revenue	\$ 1,455,168
Marketing Costs	\$ 20,000
Direct operating expenses	\$ 4,754,037
Departure related	\$ 2,994,520
ASM related	\$ 169,818
Total expenses	\$ 7,938,374
Operating income (loss)	\$ (6,483,206)
5% profit margin	\$ 396,919
Annual subsidy requirement (Year 1)	\$ 6,880,125
Annual subsidy requirement (Year 2)	\$ 7,361,734
Annual subsidy requirement (Year 3)	\$ 7,877,055
Effective Subsidy rate per unit	
Subsidy per trip	\$ 5,683
Subsidy per passenger	\$ 501
Load factor	22%



SkyWest Airlines
Essential Air Service Bid
1/8/2024

	DEN
	<u>LBL</u>
Number of round trips per week	12.0
Aircraft type	CRJ - 50 Seat
Passenger Revenue	
Passengers	17,472
Average fare	<u>\$ 102.00</u>
Revenue	<u>\$ 1,782,144</u>
Block Time	
Trip block time (minutes)	72
Total scheduled block time	1,503
Total completed block time	1,458
RPMS	
Passengers	17,472
Stage length	<u>280</u>
Total RPMs	<u>4,892,160</u>
ASMs	
Scheduled departures	1,248
Competed departures	1,211
Stage length	280
Available Seats	<u>50</u>
Total ASMs	<u>17,472,000</u>
Revenue	<u>\$ 1,782,144</u>
Marketing Costs	\$ 20,000
Direct operating expenses	\$ 4,975,439
Departure related	\$ 2,752,408
ASM related	<u>\$ 162,839</u>
Total expenses	<u>\$ 7,910,686</u>
Operating income (loss)	<u>\$ (6,128,542)</u>
5% profit margin	<u>\$ 395,534</u>
Annual subsidy requirement (Year 1)	\$ 6,524,077
Annual subsidy requirement (Year 2)	\$ 6,980,762
Annual subsidy requirement (Year 3)	\$ 7,469,415
Effective Subsidy rate per unit	
Subsidy per trip	\$ 5,389
Subsidy per passenger	\$ 373
Load factor	28%



Essential Air Service Proposal

Dodge City, KS

DOT-OST-1998-3502

January 8, 2024

About Boutique Air

Our Story

Headquartered in San Francisco, California, Boutique Air has been in operation since 2007. We began by flying fire surveillance missions for the U.S. Forestry Service and Bureau of Land Management. We evolved to provide air charter services across the west coast with our fleet of Pilatus and Beechcraft aircraft.

In July of 2012, Boutique Air applied for commuter operating authority from the Department of Transportation. Boutique Air began flying scheduled service between Los Angeles and Las Vegas in January of 2014.

We have worked to develop effective marketing distribution channels with a reservation system that connects to all primary Global Distribution Systems (GDSs), allowing travel agents access to our flight inventory. You will find us on Worldspan and Galileo (Travelport), Sabre, and Amadeus. In addition, we are on the major Online Travel Agencies (OTAs), including Expedia, Travelocity, Priceline, and Orbitz.

Essential Air Service

On April 22, 2014 Boutique Air received its first EAS contract when the DOT selected the airline to provide service between Clovis, New Mexico and Dallas/Ft. Worth, Texas. Since then, we have continued our track record of success, providing reliable and high quality air transportation to over twenty EAS communities over the past 9 years.

We have also since branched out to providing air transportation services other than Essential Air Service. Boutique Air currently transports passengers for the Nevada Department of Corrections and has also ran competitive, unsubsidized air service to seasonal destinations such as Redmond, Oregon, Burlington, Vermont, and Palm Springs, California.

Our Aircraft

Boutique Air currently operates a modern fleet of Pilatus PC-12 aircraft. Boutique Air ensures that aircraft are equipped with amenities beyond those found in typical commercial airline aircraft, and that pilots provide a level of customer service beyond that of normal commercial airlines, as they may routinely fly both public and private charter flights. Our aircraft have the following amenities:

- 8 or 9 Passenger Seat Configuration
- Leather Seats
- Pressurized Cabin
- Power Outlets
- Enclosed Lavatory
- Refreshments Provided on all Boutique Flights

Proposal

Our airline service will be operated with 8 or 9 seat modern Pilatus PC-12 aircraft. We are proposing a two, three, or four year contract duration for the community to consider with a 7% subsidy increase each year. Our bid consists of either 18, 21 or 24 weekly round trips to Denver from Dodge City. These will be direct, nonstop flights.

In order to increase enplanements and provide more attractive service to the community, Boutique Air can also include round trips to Dallas, Texas as specified in the 7 options in this proposal.

In order to increase brand recognition in the communities, Boutique Air will spend at least \$20,000 per year in each market if it is selected for advertising & marketing to help ensure that air service for the community is a success. We will utilize a combination of radio, print, billboard, television, and internet advertising.

United Airlines Interline and Codeshare Agreement

Boutique Air launched an interline and codeshare agreement with United Airlines on May 1, 2017. Customers of Boutique Air will have flow-through ticketing and baggage capabilities for those flights that connect with United Airlines.

United.com example: Massena, NY to Newark, NJ

The screenshot shows a flight booking interface. At the top left, it says "DEPART ON: April 4". To the right, there is a dark blue header with the word "Economy" and a refresh icon. Below the header, the price "\$148" is displayed in green. The flight details are as follows:

- 1 STOP
- 5:30 PM (Departure) to 9:59 PM (Arrival)
- MSS ----- 4H, 29M ----- EWR
- BOS — 1H, 38M
- Includes Travel Operated by Boutique Air
- Links for "Details" and "Seats" are visible at the bottom left.

American Airlines Interline Agreement

In addition Boutique Air has an interline agreement with American Airlines as of August 7, 2019. Passengers are also able to book through United.com and AA.com and connect with any of United or American flights.

Below are screenshots of our current service as reflected on United and American Airlines websites both domestic and international.

AA.com example: Carlsbad, NM to Los Angeles, CA

Depart Carlsbad, NM to Los Angeles, CA

Thursday, April 6, 2023

Lowest Fare Flexible

Sun, Apr 02 \$344 Mon, Apr 03 \$299 Tue, Apr 04 \$232 Wed, Apr 05 \$222 Thu, Apr 06 \$222

Sort by: Total travel time

Main Cabin First

CNM LAX
3:35 PM → 7:50 PM 5h 15m 1 stop
CNM - ABQ → 48 653 → PL2-787us PC-12

One-way \$247 2 seats left

One-way \$337 1 seat left

Powered by Orbitz.com

Community Input

Shortly after the bids are complete, Boutique Air will schedule meetings with airport and/or city officials. This will allow us to answer any questions and provide additional information.

While we can't promise we will be able to implement everyone's suggestions, we welcome feedback from the community, as well as anyone who may have an interest in the proposed flights. What we can promise is that we will listen to your feedback, and give it the attention and consideration it deserves.

With respect and appreciation,

Shawn Simpson
CEO, Boutique Air

Dodge City, KS to Denver, CO

Option 1: 18 Weekly Round Trips to DEN

Operations		PC-12
Scheduled Flights		1,872
DDC-DEN		936
DEN-DDC		936
Scheduled Flight Time		2,239
Scheduled Block Time		2,629
Scheduled Seats		16,848
Scheduled ASM		4,914,822
Revenue		
Passengers		13,310
Average Fare		\$89
Fare Revenue		\$1,184,583
Expenses		
Fuel		\$1,043,802
Other Consumables		\$147,249
Ownership		\$956,047
Maintenance		\$1,294,570
Crew		\$942,288
Airport Rent		\$216,700
Landing Fees		\$149,300
Staff		\$225,000
Insurance		\$225,000
Marketing		\$20,000
Deicing & Other Ground Ops for DDC, DEN		\$20,400
Other Indirect Costs		\$147,249
Total Expenses		\$5,387,605
Profit Element		
Margin (5.0%)		\$269,380
Total Annual Subsidy Year 1		\$4,472,402
Total Annual Subsidy Year 2		\$4,785,470
Total Annual Subsidy Year 3		\$5,120,453
Total Annual Subsidy Year 4		\$5,478,885

Option 2: 21 Weekly Round Trips to DEN

Operations	PC-12
Scheduled Flights	2,184
DDC-DEN	1,092
DEN-DDC	1,092
Scheduled Flight Time	2,613
Scheduled Block Time	3,068
Scheduled Seats	19,656
Scheduled ASM	5,733,959
Revenue	
Passengers	13,366
Average Fare	\$89
Fare Revenue	\$1,189,581
Expenses	
Fuel	\$1,179,753
Other Consumables	\$184,061
Ownership	\$956,047
Maintenance	\$1,368,212
Crew	\$1,052,860
Airport Rent	\$216,700
Landing Fees	\$174,200
Staff	\$255,000
Insurance	\$275,000
Marketing	\$20,000
Deicing & Other Ground Ops for DDC, DEN	\$28,840
Other Indirect Costs	\$184,061
Total Expenses	\$5,894,734
Profit Element	
Margin (5.0%)	\$294,737
Total Annual Subsidy Year 1	\$4,999,889
Total Annual Subsidy Year 2	\$5,349,882
Total Annual Subsidy Year 3	\$5,724,373
Total Annual Subsidy Year 4	\$6,125,080

Option 3: 24 Weekly Round Trips to DEN

Operations	<u>PC-12</u>
Scheduled Flights	2,496
DDC-DEN	1,248
DEN-DDC	1,248
Scheduled Flight Time	2,986
Scheduled Block Time	3,506
Scheduled Seats	22,464
Scheduled ASM	6,553,095
Revenue	
Passengers	13,478
Average Fare	\$89
Fare Revenue	\$1,199,578
Expenses	
Fuel	\$1,420,432
Other Consumables	\$210,355
Ownership	\$956,047
Maintenance	\$1,597,814
Crew	\$1,157,976
Airport Rent	\$216,700
Landing Fees	\$184,550
Staff	\$277,500
Insurance	\$275,000
Marketing	\$20,000
Deicing & Other Ground Ops for DDC, DEN	\$34,960
Other Indirect Costs	\$210,355
Total Expenses	\$6,561,690
Profit Element	
Margin (5.0%)	\$328,084
Total Annual Subsidy Year 1	\$5,690,197
Total Annual Subsidy Year 2	\$6,088,511
Total Annual Subsidy Year 3	\$6,514,706
Total Annual Subsidy Year 4	\$6,970,736

Dodge City, KS to Dallas, TX

Option 4: 21 Weekly Round Trips to Dallas

Operations

Scheduled Flights	2,184
DDC-Dallas	1,092
Dallas-DDC	1,092
Scheduled Flight Time	3,271
Scheduled Block Time	3,726
Scheduled Seats	19,656
Scheduled ASM	7,356,311

Revenue

Passengers	13,956
Average Fare	\$129
Fare Revenue	\$1,800,293

Expenses

Fuel	\$1,957,733
Other Consumables	\$268,286
Ownership	\$1,147,257
Maintenance	\$2,025,911
Crew	\$1,427,072
Airport Rent	\$116,700
Landing Fees	\$217,950
Staff	\$255,000
Insurance	\$275,000
Marketing	\$20,000
Deicing & Other Ground Ops for DDC, Dallas	\$21,840
Other Indirect Costs	\$224,092

Total Expenses \$7,956,840

Profit Element

Margin (5.0%)	\$397,842
---------------	-----------

Total Annual Subsidy Year 1 \$6,554,389

Total Annual Subsidy Year 2 \$7,013,196

Total Annual Subsidy Year 3 \$7,504,120

Total Annual Subsidy Year 4 \$8,029,409

Option 5: 24 Weekly Round Trips to Dallas

Operations	PC-12
Scheduled Flights	2,496
DDC-Dallas	1,248
Dallas-DDC	1,248
Scheduled Flight Time	3,738.50
Scheduled Block Time	4,258.50
Scheduled Seats	22464
Scheduled ASM	8407212.6
Revenue	
Passengers	13,928
Average Fare	\$129
Fare Revenue	\$1,796,671
Expenses	
Fuel	\$2,249,513
Other Consumables	\$324,628
Ownership	\$1,147,257
Maintenance	\$2,319,989
Crew	\$1,549,490
Airport Rent	\$116,700
Landing Fees	\$252,514
Staff	\$255,000
Insurance	\$275,000
Marketing	\$20,000
Deicing & Other Ground Ops for DDC, Dallas	\$26,840
Other Indirect Costs	\$255,510
Total Expenses	\$8,792,442
Profit Element	
Margin (5.0%)	\$439,622
Total Annual Subsidy Year 1	\$7,435,394
Total Annual Subsidy Year 2	\$7,955,871
Total Annual Subsidy Year 3	\$8,512,782
Total Annual Subsidy Year 4	\$9,108,677

Dodge City, KS to Denver, CO and Dallas, TX

Option 6: 14 Weekly Round Trips to DEN and 7 Weekly Round Trips to Dallas

Operations

Scheduled Flights	2,184
DDC-DEN	728
DEN-DDC	728
DDC-Dallas	364
Dallas-DDC	364
Scheduled Flight Time	2,832
Scheduled Block Time	3,287
Scheduled Seats	19,656
Scheduled ASM	4,095,095

Revenue

Passengers	15,332
Average Fare	\$119
Fare Revenue	\$1,824,470

Expenses

Fuel	\$1,881,665
Other Consumables	\$234,750
Ownership	\$1,003,850
Maintenance	\$1,940,060
Crew	\$1,329,432
Airport Rent	\$306,780
Landing Fees	\$199,086
Staff	\$305,000
Insurance	\$275,000
Marketing	\$20,000
Deicing & Other Ground Ops for DDC, DEN, Dallas	\$33,680
Other Indirect Costs	\$223,571

Total Expenses \$7,752,873

Profit Element

Margin (5.0%)	\$387,644
---------------	-----------

Total Annual Subsidy Year 1 \$6,316,047

Total Annual Subsidy Year 2 \$6,758,170

Total Annual Subsidy Year 3 \$7,231,242

Total Annual Subsidy Year 4 \$7,737,429

Option 7: 14 Weekly Round Trips to DEN and 10 Weekly Round Trips to Dallas

Operations	<u>PC-12</u>
Scheduled Flights	2,496
DDC-DEN	728
DEN-DDC	728
DDC-Dallas	520
Dallas-DDC	520
Scheduled Flight Time	3,299
Scheduled Block Time	3,819
Scheduled Seats	22,464
Scheduled ASM	4,211,862
Revenue	
Passengers	16,174
Average Fare	\$125
Fare Revenue	\$2,021,760
Expenses	
Fuel	\$2,097,211
Other Consumables	\$312,093
Ownership	\$1,147,257
Maintenance	\$2,197,912
Crew	\$1,443,294
Airport Rent	\$306,780
Landing Fees	\$220,950
Staff	\$327,500
Insurance	\$275,000
Marketing	\$20,000
Deicing & Other Ground Ops for DDC, DEN, Dallas	\$34,920
Other Indirect Costs	\$229,170
Total Expenses	\$8,612,086
Profit Element	
Margin (5.0%)	\$430,604
Total Annual Subsidy Year 1	\$7,020,931
Total Annual Subsidy Year 2	\$7,512,396
Total Annual Subsidy Year 3	\$8,038,263
Total Annual Subsidy Year 4	\$8,600,942

Dodge City Regional Airport Enplanement Data							Average Passengers Per Day	
	2019	2018	2017	2016	2015	2014	2018	2019
January	275	191	118	136	136	266	6.16129032	8.8709677
February	237	208	87	109	142	244	7.42857143	8.4642857
March	388	311	150	172	202	188	10.0322581	13.857143
April	407	256	102	154	180	303	8.53333333	14.535714
May	421	348	111	159	190	314	11.2258065	13.580645
June	411	380	139	114	143	305	12.6666667	13.258065
July	484	402	136	150	169	295	12.9677419	15.612903
August	501	372	134	162	141	244	12	16.16129
September	444	341	25	156	179	261	11.3666667	14.322581
October	488	361	0	153	151	259	11.6451613	15.741935
November	436	342	0	171	180	184	11.4	14.064516
December	538	403	0	165	140	209	13	17.354839
Totals	5030	3915	1002	1801	1953	3072	10.7022913	13.81874

2019 Boutique Operated Flights	Flights Scheduled	Flights Flown	Cancelled Weather	Cancelled Other	Completi on Rating
January	79	73	4	2	92%
February	72	57	12	3	79%
March	80	77	2	1	96%
April	78	77	1	0	99%
May	79	69	8	2	87%
June	77	69	2	6	90%
July	80	78	1	1	98%
August	93	92	1	0	99%
September	90	88	0	2	98%
October	93	88	2	3	95%
November	90	79	9	2	88%
December	93	87	2	4	94%
Totals	1004	934	44	26	91%

2018 Boutique Operated Flights	Flights Scheduled	Flights Flown	Cancelled Weather	Cancelled Other	Completi on Rating
January	78	74	0	4	95%
February	72	58	8	5	81%
March	80	73	1	6	91%
April	76	70	1	5	92%
May	80	77	1	2	96%
June	78	76	2	0	97%
July	80	77	2	1	96%
August	79	79	0	0	100%
September	77	75	0	2	97%
October	80	75	1	4	94%
November	77	66	6	5	86%
December	80	72	1	7	90%
Totals	937	872	23	41	93%

Dodge City Regional Airport Enplanement Data

Average Passengers
Per Day

Month	2023	2022	2021	2020	2019	2018	2023	2022	2021
January	366	390	164	328	275	191	12	13	5
February	414	422	234	364	237	208	15	15	8
March	619	584	446	297	388	311	20	19	14
April	469	603	584	31	407	256	16	20	19
May	614	678	793	71	421	348	20	22	26
June	490	576	886	147	411	380	16	19	29
July	555	529	1144	245	484	402	18	17	37
August	618	521	861	216	501	372	20	17	28
September	554	450	775	250	444	341	18	15	25
October	548	413	693	239	488	361	18	13	22
November	604	563	762	285	436	342	20	18	25
December	598	540	901	231	538	403	19	17	29
Totals	6449	6269	8243	2704	5030	3915	17	17	22

2023	Flights Scheduled	Flights Flown	Cancelled Weather	Cancelled Other	Completion Rating
January	53	48	5	0	91%
February	48	46	2	0	96%
March	54	54	0	0	100%
April	52	50	2	0	96%
May	53	53	0	0	100%
June	52	50	0	2	96%
July	55	55	0	0	100%
August	53	53	0	0	100%
September	51	51	0	0	100%
October	53	53	0	0	100%
November	51	51	0	0	100%
December	51	49	2	0	96%
Totals	626	613	11	2	96%

2022	Flights Scheduled	Flights Flown	Cancelled Weather	Cancelled Other	Completion Rating
January	51	45	1	5	88%
February	48	44	1	3	92%
March	47	44	1	3	94%
April	51	51	0	0	100%
May	53	53	0	0	100%
June	52	52	0	0	100%
July	53	53	0	0	100%
August	53	53	0	0	100%
September	52	52	0	0	100%
October	53	53	0	0	100%
November	53	51	1	1	96%
December	51	47	4	0	92%
Totals	617	598	8	12	96%

*Reduced 12 to 10 flights
from 3/1 - 3/31

*Tagged with LBL beginning 4/1 /22

2021	Flights Scheduled	Flights Flown	Cancelled Weather	Cancelled Other	Completion Rating
January	53	53	0	0	100%
February	48	47	0	1	98%
March	53	48	5	0	91%
April	53	53	0	0	100%
May	53	53	0	0	100%
June	51	49	0	2	96%
July	53	53	0	0	100%
August	51	53	1	1	104%
September	52	51	0	1	98%
October	53	51	0	2	96%
November	50	50	0	0	100%
December	55	50	0	5	91%
Totals	625	611	6	12	97%

*Reduced to 1 flight daily
from 4/30 to 6/30



Memorandum

To: City Commission

From: Kevin Israel, Director of Facilities

Date: 2-5-2024

Subject: Agreement with Williamson Architecture for design of Dodge City Police Department remodel

Agenda Item: New Business

Recommendation: Staff recommend the approval of the agreement with Williamson Architecture for the design services for the remodel of the DCPD Detectives Bureau offices for a total of \$60,000.

Background: The DCPD building endured significant damages from roof leaks in 2023. The roof was replaced in December of 2023. The damaged areas are now ready for the remodel and repairs necessary.

Justification: The closing of the Detectives Bureau office area forced staff to work in training sections of the building. This is a burden on all departments and uncomfortable working conditions for all. The building was built in the early 1990's and is need of multiple upgrades including, interview rooms, conference rooms, kitchen, bathrooms, lighting, plumbing, HVAC, and ADA compliance requirements. We believe that this is the right time to get these issues resolved and provide a comfortable working environment for the Dodge City Police Department.

Financial Considerations: 001-21100441010 General Fund Police Department. Not Budgeted

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: Agreement with Williamson Architecture Project # 23019

This Agreement, made as of the Seventh day of November in the year Two Thousand Twenty-Three, between:

Owner

City of Dodge City
806 North 2nd Avenue
Dodge City, KS 67801

and

Architect

Williamson Architecture
707 3rd Avenue, Suite D
Dodge City, KS 67801

Pertains to the following Project:

Dodge City Police Department – Detective Bureau
110 West Spruce Street
Dodge City, KS 67801

Project Scope of Work:

The project consists of interior renovation of approximately 4,300 square feet at the southeast corner of the existing Dodge City Police Department facility. A new detective bullpen, office, two interview rooms and observation room, and laboratory for the detective bureau, along with a new library/conference room and break room for the entire police department will be created and will receive new finishes including opening ceilings strategically to the existing structure, new carpet, paint, casework, and electrical fixtures. An existing office space will be enclosed, and the adjacent police chief's office door will be relocated. New fixtures and finishes will be installed in the existing restrooms adjacent to the break room. All spaces in this scope of work will be analyzed for a new HVAC system.

The Owner and Architect agree as follows:

1. The Architect shall provide architectural services as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care.
2. Should additional information or drawings from the Architect be required beyond the above, additional design scope and fees will be negotiated at that time.
3. Engineering services are included in this design contract and include the following consultants:
 - A. Structural Engineer: Dudley Williams & Associates | Wichita, KS
 - B. Mechanical/Electrical/Plumbing [MEP] Engineer: Basis Consulting Engineers | Wichita, KS
4. If additional engineering or consulting services are required, those services will be added by the Owner in a separate contract or, if directed by the Owner, by the Architect. Coordination with additional engineers may require additional scope and design fees by the Architect.
5. During the design phase, the Architect shall review the Owner's scope of work, budget, and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services provided by the Owner or the provisions of this Agreement.
6. The Owner has the responsibility to provide complete information regarding the Project objectives, schedule, limitations, and existing conditions, and the Architect shall be entitled to rely on the accuracy and completeness of this information.
7. The Owner shall provide decisions and supply required information as expeditiously as necessary for the orderly progress of the Project.
8. The Owner shall employ a Contractor with relevant experience to perform the construction Work and to provide budget information.
9. Drawings, specifications, and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright.
10. Upon completion of the project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.
11. In the event of termination, suspension, or abandonment of the Project by the Owner, the Architect shall be compensated for services performed.

12. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services.
13. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
14. This Agreement shall be governed by the law of the City of Dodge City and the State of Kansas.
15. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
16. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Owner or the Architect.
17. The Architect and the Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.
18. Williamson Architecture carries professional liability insurance with limits of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate.
19. The Design Schedule shall begin upon Architect's receipt of this signed Agreement.
20. Architect's Compensation:
 - A. Estimated lump-sum fee of Sixty Thousand Dollars [\$60,000.00].
 1. Architectural services: Twenty Thousand Dollars [\$20,000.00].
 2. Structural Engineering services: Five Thousand Two Hundred Dollars [\$5,200.00].
 3. MEP Engineering services: Thirty-Four Thousand Eight Hundred Dollars [\$34,800.00].
 - B. Monthly invoices will be submitted for design fees and reimbursables incurred to date.
 - C. Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid thirty [30] days after the invoice date shall bear interest from the date payment is due at the legal rate of prevailing for the State of Kansas.
 - D. The Owner shall reimburse the Architect for expenses incurred in the interest of the Project plus ten [10] percent.
 - E. At the request of the Owner, the Architect may provide services not included in this Agreement for additional compensation. Such services may include providing or coordinating services of consultants; revisions due to changes in the scope of Work, quality, or budget; evaluating changes in the Work; and services not completed within the Design Schedule through no fault of the Architect. Additional services will be invoiced monthly.
 - F. Payment on all invoices is due within thirty [30] calendar days after invoicing; any invoice not paid after 30 days may be charged 1.5% interest, compounded monthly.
 - G. If the project is suspended for more than three [3] months or abandoned in whole or in part, Williamson Architecture shall be paid compensation for services performed prior to receipt of written notice from you of such suspension or abandonment, together with reimbursable expenses then due. If the project is resumed after being suspended for more than three [3] months, the design fee above shall be subject to renegotiation.

This Agreement entered into as of the day and year first written above.

OWNER [Signature]

[Printed name and title]



ARCHITECT [Signature]

Dana Williamson | Architect

[Printed name and title]



Memorandum

To: City Commission
From: Nick Hernandez, City Manager
Date: February 5, 2024
Subject: Dodge City Legislative Policy 2023
Agenda Item: New Business

Purpose: The legislative policy is a communication tool that enables our legislators to understand the City's position on issues that may arise during the legislative session.

Recommendation: Staff recommends approval of the 2024 State/Federal Legislative Policy for the City of Dodge City.

Background: City staff has been actively working on defining the City of Dodge City 2024 legislative policy that will be submitted to our state and federal legislators and congressional representatives. The legislative policy will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The policy defers from but does not conflict with the Southwest Kansas Coalition or the League of Kansas Municipalities State & Federal Legislative Policies.

City Commission Options:

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

Financial Considerations: None

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

Legal Considerations: None

Attachments: 2024 State/Federal Legislative Policy

Approved for the Agenda by:

Nickolous J. Hernandez

Nickolous J. Hernandez
City Manager



PO Box 880 Dodge City KS 67801 Phone: (620) 225-8100 Fax: (620) 225-8144

2024 Legislative Policy

SUMMARY POSITION

This policy statement presents general state legislative goals and objectives formally adopted by the Governing Body of the City of Dodge City. This statement will be provided to the Dodge City legislative delegation for its consideration at the 2024 legislative session. The focus of this policy statement is on general policies and principles; however, some positions on specific legislative proposals are included under appropriate general policy statements. Future revisions to this statement will include additional positions of the City on specific proposals and bills introduced during the 2024 session.

FEDERAL

FEMA

Although FEMA has revised its mapping strategies, it still discounts the protection that existing structures provide. For Dodge City, this happens when an existing structure is structurally sound but since design standards have changed, a sound structure is now considered useless. It still adds previously unmapped flood areas into a classification of “Undetermined Flooding”. No one knows the affect this will have on the citizens living in or development in this newly classified area. Also, the “one fit” approach does not work. Attention needs to be given to local conditions to determine the “best fit” for the area.

If accreditation is still necessary, Dodge City supports new legislation prohibiting FEMA from adding previously unmapped or any new special flood hazard areas to flood insurance rate maps without local government agency approval. In addition, Dodge City supports new legislation prohibiting FEMA from using the “approximation method” for establishing new special flood hazard areas, particularly in developed areas of the country. The “approximation method” was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New special flood hazard areas should only be added to the flood insurance rate maps after a detailed study and concurrence of local government.

Dodge City supports legislation that would extend the accreditation time period. This would allow cities to responsibly budget and prepare for the financing necessary to meet the required improvements to the levy system.

IMMIGRATION

Immigrant labor is vital to the Dodge City economy. Concurrently, Dodge City believes in legal immigration. Therefore, Dodge City believes the United States Congress should approach the immigration issue in a sensible way. For Dodge City, a sensible approach is an approach built on an essential foundation including the following:

- 1) All immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants.
- 2) A recognition that immigrants living in Dodge City require a reduction in time and distance barriers between the individual and his or her pursuance of legal residency.
- 3) It is critical that United States Citizenship and Immigration Services provide local governments the ability to offer biometric services for applicants to reduce travel expenses as well as lost work and school time.
- 4) Recognition that Dodge City requires additional resources to integrate immigrants into the community; and
- 5) Dodge City supports a path to citizenship which is vital for immigrants who are of good moral character and ready to become fully integrated in our communities.

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

- Continue monthly mobile service visits.
- Provide full services (biometrics, interviews, etc.) during each visit.
- Dodge City will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

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

TRANSPORTATION

AIR: The Essential Air Service (EAS) program is critical to providing the region with access to multiple major international airports. Dodge City encourages continued federal funding for passenger air service to Dodge City.

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports. AIP funding is available and should continue to be available to all airports. The uninterrupted funding of the AIP program is critical to the timely delivery of airport improvements. Dodge City supports continued and uninterrupted funding of Federal Aviation Administration and Airport Improvement Projects for airports.

Items for Consideration in the FAA Reauthorization Bill 2023

Increase the authorized funding levels to a minimum of \$4 billion annually. Modernize GA entitlements by providing increased funding levels to airports with more activity (\$1 million for national airports, \$500,000 for commercial-service non-primary airports, \$500,000 for regional airports, \$250,000 for local airports, \$150,000 for basic airports, and \$0 for unclassified airports.) The proposed formula change is contingent upon AIP funding of at least \$4 billion annually.

Require the FAA to distribute AIP funding as quickly as possible and with as much flexibility as possible, in part by allowing airports to report on their usage of the funds for eligible activities, rather than directing airports on the agency's preferred use of the funds.

HIGHWAY: Transportation infrastructure is critical not only to the safety of regional residents and travelers but also for the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

RAIL: Preserving cross-country rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one important way to maintain and grow the economy of Dodge City. Such service includes, but is not limited to, Amtrak passenger rail service. Dodge City believes Amtrak should continue to be adequately funded at the federal level to provide daily service and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak, and BNSF.

HOUSING

The City strongly supports the prevention of disproportionate cuts to rural development programs. Such cuts affect rural housing which is vital to the continued prosperity of the economy in rural communities. Prevent changes to qualification standards currently in place for USDA Rural Development programs.

Provide the assistance of the USDA Rural Development to offer training in local housing associations, in programs such as the Direct Home Loans, Home Repair Loans and Grants, Mutual Self-Help Housing and Guaranteed Rural Housing Loans.

RENEWABLE ENERGY

The City strongly supports renewable energy alternatives and the biogas industry. Dodge City believes that developing a viable biogas, solar and wind energy industry in the United States and the State of Kansas can boost the economy and provide a reliable, sustainable, distributed source of renewable energy while reducing greenhouse gas emissions. Communities and private organizations around the nation are utilizing renewable energy alternatives not only to diversify energy supply and reduce dependence on imported fuels, but also to improve profitability for operations through energy and co-product sales, nutrient recovery and avoided energy costs.

Dodge City encourages continued support for RINS (renewable identification numbers), which provide an important incentive to producing renewable natural gas and promote financial opportunities to move forward in developing a robust biogas industry. The City suggest that no changes be made to the Renewable Fuel Standard program and that the Environmental Protection Agency does not lower the targets for cellulosic biofuels from the current statutory targets.

RAILROAD QUIET ZONES

We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.

STATE

HOME RULE

HOME RULE: Dodge City strongly supports the constitutional home rule authority of Kansas cities. Consistent with the Home Rule Amendment of the Kansas Constitution **approved by voters in 1960**, Dodge City supports the ability of local elected officials to make decisions for their communities, particularly local tax, and revenue decisions. Self-governance by locally elected officials must be preserved to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

ANNEXATION: The ability of Dodge City to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. Dodge City recognizes the statutory framework which was amended in 2011 and 2015. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, Dodge City would strongly oppose any further change which would limit the authority of Dodge City to grow through annexation.

EMINENT DOMAIN: Eminent domain is a fundamental municipal necessity. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Dodge City supports increased flexibility for local government to use eminent domain for

economic development purposes, including blight remediation, without seeking legislative approval.

PUBLIC PROPERTY & RIGHTS-OF-WAY: Dodge City opposes any legislation which would restrict the ability of cities to control and manage public property and rights-of-way or the ability of cities to franchise those entities that utilize the rights-of-way.

CITY ELECTIONS: Dodge City strongly believes that City Elections should remain non-partisan and separate from state and national elections.

GOVERNMENTAL ETHICS

KANSAS OPEN MEETINGS ACT (KOMA) and KANSAS OPEN RECORDS ACT (KORA): Dodge City supports all levels of government being subject to the same open meeting requirements which promote citizen involvement without being unduly burdensome. Open records laws should balance the public's right to access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct essential business functions. The statutorily required sunset for all exemptions to the Kansas Open Records Act is impractical and should be removed.

PUBLIC EMPLOYEES

City employees are the foundation of effective city government. City governing bodies must have the authority to develop personnel policies to attract and maintain a high-quality public workforce.

KPERS/KP&F: Dodge City accepts the State's efforts to maintain the solvency of the Kansas Public Employees Retirement System by providing employees with a diverse professional investment portfolio that will offer long-term security. Dodge City supports the current statutory framework regarding KPERS and KP&F as passed by the 2012 Kansas Legislature. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS/KP&F system should consider the impact on cities' ability to hire and retain qualified public employees.

LAW ENFORCEMENT OFFICERS: Dodge City believes that employment persons with lawful employment status should be allowed to serve as law enforcement officers in Kansas. The City strongly encourages the state legislature to amend statute (KSA 74-5605 (b) (1) that requires citizenship for law enforcement officers. The City asks to consider aligning with U.S. Military requirements in the Military Accessions Vital to the National Interest (MAVNI) program. We believe that this amendment will expand the pool of law enforcement candidates and increase diversity across Police Departments in Kansas communities who are struggling with recruitment.

MUNICIPAL FINANCE:

KANSAS TAX SYSTEM: Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. Any changes to the Kansas Tax System must avoid shifting additional financial burdens to local governments.

Additionally, Dodge City realizes that there is a large reliance on property taxes to fund local and state government. All property taxing authorities should be equally transparent, and should abide by the same limitations, restrictions, and requirements. Any additional transparency measures should not be burdensome or costly.

PROPERTY TAX EXEMPTIONS: Dodge City believes that the existing property tax base should be protected and therefore encourages the Kansas Legislature to resist any proposal to further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Kansas Legislature should actively review existing exemptions to determine whether the exemptions are still appropriate or should be repealed.

REVENUE SHARING: The Kansas Legislature should reinstate existing revenue sharing programs. If the State is unable to fully fund said programs, the Kansas Legislature should authorize cities to impose alternative revenue sources in order to maintain appropriate levels of funding for the health, safety, and welfare of our citizens.

TAX/SPENDING LID: Dodge City believes that local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

UNFUNDED MANDATES: Dodge City opposes unfunded mandates. If the State seeks to promote policy objectives, such mandates should be accompanied by an appropriate level of funding.

INTERNET SALES TAX

The collection of sales and use tax should not preempt state and local sales and use tax authority. Should federal legislation allow for the State imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions regarding restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments. The City of Dodge City opposes the removal of sales tax exemptions for Kansas Municipalities.

COMMUNITY DEVELOPMENT

ECONOMIC DEVELOPMENT: Dodge City relies on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities. Dodge City is neither, based on the region's micropolitan statistical area (μSA) geographical designation. Therefore, Dodge City is too big for rural-oriented programs and too small for urban-oriented programs. Dodge City is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities that are ineligible for many programs.

HISTORIC PRESERVATION: The Historic Tax Credit program and Historic Preservation Grants should be maintained and enhanced. Such programs assist communities in maintaining and/or restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

ZONING: Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected officials when considerations of health, safety and welfare of the community are to be determined. Dodge City opposes any change which would limit authority of cities.

STAR BONDS: Dodge City supports the ability of cities to utilize STAR bonds to promote economic development in their communities.

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

BROADBAND: Access to reliable broadband service is increasingly important to the economic health of Kansas cities. We support the establishment of the Broadband Deployment Grant to facilitate broadband expansion in Kansas. Guidance for the grant program and broadband related statutes must recognize the important role of local governments play in such expansion and not remove important planning and right of way authority from local governments.

GAMBLING

By law, two percent of gambling revenue in Kansas must go to the Problem Gambling and Addictions Grant Fund which is designed to treat problem gamers and people with other addictions. Grants are to be awarded for the direct treatment of pathological gambling and for research regarding the impact of gambling on residents of Kansas, including determining the effectiveness of education and prevention efforts.

The Problem Gambling Fund must be protected for the purpose it is intended and must be allocated throughout the State with an emphasis on the gaming zones where people are at a greater risk to develop issues with problem gambling.

The State of Kansas should avoid legislation which would negatively affect existing gaming facilities and the communities which have dedicated public funds for infrastructure and growth related to such facilities.

HOUSING

The State of Kansas has provided many useful tools for communities to utilize incentives where gaps between construction rates and market rates prohibit development without incentives. The retention of these programs is critical to Dodge City as is the simplification of the processes required to make utilization timely and less complicated.

Dodge City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State of Kansas to continue providing MIH funding and expand its financial commitment to this very important housing program.

The retention and simplification of programs such as Rural Housing Incentive Districts and Neighborhood Revitalization Program that are currently permitted by statute in qualifying communities is vital to Dodge City.

The Kansas Legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity which is imperative for developers to create affordable housing facilities.

TRANSPORTATION

TRANSPORTATION: Passenger rail, freight rail, commercial aviation, general aviation, and adequate highways are critical to the safety of our citizens as well as a vital means of maintaining and growing our local economy. Dodge City believes in the continued advocacy and funding for transportation infrastructure and maintenance in Southwest Kansas.

HIGHWAY: Transportation infrastructure is critical not only to the safety of regional residents and travelers but also to the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

RAIL: Preserving long distance rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one way to maintain and grow the economy of Dodge City. Such service includes but is not limited to Amtrak passenger rail service. Dodge City believes Amtrak should continue to be adequately funded and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak, and BNSF.

IMMIGRATION

Immigrant labor is vital to Dodge City's economy and continued growth and development. In correlation with this issue and due to the increased number of safety and transportation risks with uninsured drivers, Dodge City supports an initiative for limited and restricted driver's license. The City also supports current legislation that gives in-state tuition to undocumented students at

Kansas colleges and universities.

EDUCATION

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

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

MEDICAID

Medical providers are challenged in meeting their communities' needs. We support the expansion of Medicaid/KanCare through receipt of the state budget neutral money therefore allowing such entities the ability to support critical services for their citizens.

MENTAL HEALTH

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

WATER

WATER: Dodge City is dedicated to a thoughtful water policy that enables Dodge City to safely and effectively meet water needs while also protecting resources. Dodge City believes increased local involvement is critical to the successful implementation of the current Kansas Water Plan and the Vision for the Future of Water in Kansas plan which is intended to coordinate the management, conservation and development of the water resources across the state for the next fifty years. Dodge City also strongly encourages the development of new and sustainable water supplies.

The expanded use of reclaimed or re-use water is one way that communities/cities can meet the

future demands for water. The use of this water for non-potable uses needs to be considered. A couple of examples are: 1) expanding the use of re-use water for irrigation of private property; 2) use in construction projects; or 3) use in Managed Aquifer Recharged (MAR), Aquifer Recharge (AR), or Aquifer Storage and Recovery (ASR) project.

To provide for the future growth of a community, cities must be diligent in purchasing water rights; however, in the past, water rights were ‘tied together’ and municipalities lost additional allocation with this procedure. When water rights are converted to municipal use from agriculture use, there is a reduction in the amount allowed for consumption. Agriculture consumption is in the form of irrigation. Most of the water consumption incurred by municipalities occurs during the summer months by irrigation. Consequently, municipalities should not have a reduction when converting water rights.

Dodge City supports legislation to allow municipalities the ability to “untie” currently owned water rights and reduce or eliminate the conversion of water rights from agriculture to municipal.

The City generally supports state legislative initiatives which would improve the quality of life for our citizens and enhance the effectiveness of local governments consistent with Home Rule. The City generally supports the provisions of the Statement of Municipal Policy of the League of Kansas Municipalities.



Memorandum

To: City Commission
From: City Manager, Nick Hernandez
Date: 2/5/2024
Subject: SKC Legislative Agenda Approval
Agenda Item: New Business

Purpose: The legislative policy agenda is a communication tool that is utilized to provide information on the Southwest Kansas Coalition's (SKC) position to State and Federal legislators on various issues that could have an impact on local government.

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

Background: Since November of 2008, the City of Dodge City has partnered with the City of Garden City and City of Liberal in the Southwest Kansas Coalition (SKC). The City of Hays was added later as an Associate Member. The goal of the SKC was to identify common needs of the Southwest Kansas area and to then cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region.

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

City Commission Options:

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

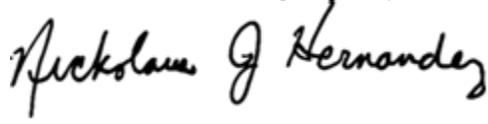
Financial Considerations: None

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

Legal Considerations: None

Attachments: 2024 SKC Legislative Policy Agenda

Approved for the Agenda by:

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

Nickolous J. Hernandez
City Manager



2024 SOUTHWEST KANSAS COALITION LEGISLATIVE AGENDA

About SKC

The Cities of Dodge City, Garden City, and Liberal formed the Southwest Kansas Coalition to collectively and actively participate in issues impacting the region. SKC was formed to advocate that Southwest Kansas should be consistently and thoughtfully considered in state and federal level decisions, particularly when such decisions regard issues of importance to region residents. The City of Hays joined the organization as an associate member, as many of the issues important to SKC are important to all of western Kansas. SKC is profoundly dedicated to the principle of home rule, which is mostly simply described as local elected officials making local government decisions. The Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.



Annexation

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

Mental Health

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

Education

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

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

Water

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

Immigration

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

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

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

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

Childcare

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

Taxes

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

Transportation

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

Air Transportation

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



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620-276-1160
Matt.Allen@gardencityks.us

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

Rusty Varnado, *City Manager*
City of Liberal
324 N. Kansas Avenue
Liberal, KS 67901
620-626-2201
Rusty.Varnado@cityofliberal.org

SOUTHWEST KANSAS COALITION

 Hays
(Affiliate Member)

 Garden City

 Dodge City

 Liberal

Rail Transportation

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

Highway Transportation

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



Memorandum

To: City Manager Nick Hernandez and City Commission
From: Daniel Cecil, Parks and Recreation Director
Date: February 5, 2024
Subject: Approval of Youth Complex Infield Renovation Project
Agenda Item: New Business

Purpose: Staff recommends the approval of the bid from Fremar Corporation of \$57,015 for 700 tons of Baseball Material Blend, Shale/sand mix, for the infields at Youth Complex. This mix will allow staff to raise the infields and crown them properly to give a quality surface for the teams of our community.

Background: Youth Complex is a youth baseball/softball 4-plex located close to the intersection of Wright Ave. and West Division St. This complex provides practice and game opportunities to the baseball and softball teams in our area. Staff has continually maintained the complex but new infield material has not been brought in for many years. The Baseball Material Blend (BMB) is specifically designed to pack, be played on and minimize movement on the infields. Obtaining this infield material would drastically improve the playability of the fields, provide better drainage of water off the playing surface and give everyone utilizing the fields a reliable practice or game location. We are also removing the existing fencing as its posts have become weak and the fencing itself is in poor condition.

Justification: Three quotes were provided for this project. The first is from Arlan Company to deliver BMB to Dodge City from Tulsa, Oklahoma for \$78,736. The second is from Fremar Corporation to haul BMB to Dodge City from Valley Center, Kansas for \$57,015. The third option is to purchase shale and have it trucked from More's Excavating in Viola Kansas for \$41,650 and purchase 6 supersacks of Turface Infield Conditioner for \$6,900 that we would blend into the top 3 inches of shale to help hold it in place and minimize movement into the lips of the fields. This would total \$48,550. The Baseball Material Blend is the same that is used on skinned infields in the eastern part of the state. It has a long history of holding up to the wind and elements with the added sand, providing longevity to the product. We are also working with the Engineering Department to find the best route to move excess water away from the fields.

Financial Considerations: This is not a budgeted project. After reviewing budgets and the CIP with the Finance Director, we feel we can make this project happen by utilizing funds from a couple different locations. The first would be \$30,000 that is budgeted for picnic tables, bench seating and trash cans at Legends in the CIP. This project could be moved back to 2025 to make the funds available now. We can hold a Maintenance Worker position open in the Athletic Field Maintenance Division through May or longer in 2024, providing at least \$17,000 in savings. We also project we will have \$20,000 available in the AFM/Tournaments budgets that could be used towards funding this project.

Mission/Values: This project aligns with the City's core purpose to make Dodge City the best place to live and work while improving our facilities for all community members.

Legal Considerations: None

Attachments: Arlan Company Quote
Fremar Corporation Quote
More's Excavating Quote

ARLAN CO INC / PRO FIELD DIVISION

QUOTE

1/30/24

CITY OF DODGE CITY

ATTN : DANIEL CECIL

OKLAHOMA BASEBALL MIXTURE – BASE MATERIAL BLEND FOR BALLFIELDS

\$112.48 per Ton Delivered

1 Load (Approx. 25 Tons) : \$2,812.00 Delivered To Dodge City, Kansas from Mixing Plant in Tulsa, Oklahoma.

If Project Calls For –

700 Tons (Approx. 28 Loads) : \$78,736.00 Delivered.

** Load (usually ranges from 24 tons to 26 tons) actual weight is calculated following loading.

** Quote Price is good till February 29, 2024

RON MARING 913-299-7834 RONMARING@YAHOO.COM

ATHLETIC FIELD SPECIALIST PRO FIELD DIVISION

ARLAN CO. INC. 11709 Roe Ave. Ste D Leawood, Kansas 66211

Connie Marquez

From: Blayne Martin <bmartin@fremarcorp.com>
Sent: Wednesday, January 31, 2024 10:03 AM
To: Daniel Cecil
Subject: Mixed Red Shale

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Daniel,

Per your conversation with Bill. Our price for mixed red shale delivered to Dodge City will be \$81.45/TN. The delivery will be contingent upon the weather, as of now we could start hauling in 2-3 weeks. If awarded please send over your tax exemption certificate.

Thanks!

Blayne Martin – Project Manager

7945 N Broadway
Valley Center, KS 67147
Cell: 316-285-3029
Office: 316-832-9227



Connie Marquez

From: Daniel Cecil
Sent: Thursday, January 25, 2024 5:10 PM
To: Nick Hernandez
Subject: Youth Complex Infield Upgrades

Nick,

We received the second quote for hauling shale to Youth Complex from Viola, KS and the costs would be as follows:

Shale from Viola,KS	700/tons	\$27.50/ton	= \$19,250	
Shipping	H&S Logistics	\$32/Net Ton	= \$22,400	
Turface Infield Conditioner	12 ton	\$1150/Supersack	= \$6,900	= \$48,650
Central Sand Company	Red Shale/Sand Mix	\$81.45/ton Delivered		= \$57,015

The Central Sand Company mix is the exact blend that Mid-West Lazer Leveling uses on all their fields in the eastern half of the state. This blend holds together excellent and provides a great playing surface.

I would be happy to explain the Central Sand Company to you as I just found out about them this afternoon.

Thank you,



DANIEL CECIL
PARKS DIRECTOR
danielc@dodgecity.org

CITY OF DODGE CITY

100 Chaffin Road
Dodge City Kansas 67801
620.225.8160 ext. 9

***Hearing and/or speech-impaired persons using a TDD/TTY may contact City Staff through the Kansas Relay Center at 711 or 1-800-766-3777.



Memorandum

To: City Commissioners
From: Paige Gilmore, City Attorney
Date: February 5, 2024
Subject: Contract Attorney Services of Brad Ralph
Agenda Item: New Business

Purpose: Approve new employment contract, obtaining contract legal services of Brad Ralph.

Recommendation: Approve new employment contract for contract legal services of Brad Ralph.

Background: Prior to Paige Gilmore’s appointment to the role of City Attorney, Brad Ralph served the City for many years as City Attorney. As Brad transitions out of this role, his contract legal services will still be required from time to time to assist the new City Attorney in her transition, provide institutional knowledge and advice, and consult on matters of his expertise. Brad Ralph is involved in assisting the City’s representation in ongoing legal issues.

City Commission Options:

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

Financial Considerations: This will result in lease payments being made from the Community College to the City. Amount \$250.00 per hour for each hour of services rendered:

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

Legal Considerations: This contract has been reviewed by counsel for the City, and by the City manager. It will obligate the City to pay reasonable legal fees for services rendered by Brad Ralph.

Mission/Values: This aligns with the City’s Core Values of Ongoing Improvement, Safety, and Working Toward Excellence.

Attachments: Contract pertaining to contractual legal services.

Approved for the Agenda by:

Paige Gilmore, City Attorney

To: Nick Hernandez, City Manager; Chuck Taylor, Mayor; and City Commissioners for the City of Dodge City

From: Bradley C. Ralph of Bradley C Ralph, P.A.

Re: Contract pertaining to contractual legal services

Thank you for retaining Bradley C Ralph, P.A. to represent you the City of Dodge City in connection with ongoing legal matters including revisions to the City Code, federal court litigation regarding the City's at-large voting districts, and other matters as may be agreed upon. My engagement will involve consultation with the City Manager, City Attorney, and other outside retained legal counsel. My engagement began January 1, 2024. I look forward to serving the City's needs in these matters and establishing a mutually satisfactory relationship. The purpose of this letter is to confirm our engagement as counsel and to provide you the City certain information concerning my fees, billing, and other terms that will govern our relationship.

Although we do not wish to be overly formal in our relationship, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. I will bill for professional services rendered at the rate of \$250.00 per hour. I will bill for actually incurred out-of-pocket expenses such as mileage with prior approval of the City. These professional services will be billed monthly to the City. The City will provide a city-owned iPad for my use along with continued internet access paid for by the City on its data plan. This iPad is currently in my possession and in use.

This representation is terminable by either party with reasonable notice.

I look forward to providing services as long as the City believes necessary.

By signing below, the parties indicate acceptance of the terms outlined above for the services described herein.

Bradley C. Ralph
Bradley C. Ralph, P.A.

Chuck Taylor, Mayor
City Commission, City of Dodge City