

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers
806 N 2nd Avenue, Dodge City, KS

Monday, November 18, 2024

7:00 p.m.

MEETING # 5295

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, November 4, 2024.
2. Appropriation, Ordinance No.24, November 18, 2024.
3. Cereal Malt Beverage License:
 - a. Restaurante Monja Blanca LLC, 1208 E Wyatt Earp Blvd.
 - b. Dodge City Community College, 2501 N. 14th Avenue.
(on file in City Clerk's Office)
4. Approve Payment for Temporary Construction and Permanent Easements for Gunsmoke/Comanche Street Trail Extension.

ORDINANCES & RESOLUTIONS

Resolution No 2024-22: A Resolution Authorizing Payment of 2024 Year End Retention Stipend to Qualified Employees. Report by Brandon Roy, Human Resource Officer.

Resolution No. 2024-23: A Resolution of the Governing Body of the City of Dodge City, Kansas Adopting a Title VI Policy. Report by Kevin Israel, Director of Construction and Facilities.

UNFINISHED BUSINESS

EXECUTIVE SESSION

Discussions Relating to the Acquisition of Real Property.

NEW BUSINESS

1. Approval of Amendment #4 to the Jacobs Agreement of Operation, Maintenance and Services for operation for the calendar year 2025. Report by Ray Slattery, Director of Engineering.
2. Approval of Bid from DTD Construction, Inc. for the Necessary Repairs/Reconstruction at Legend's Park. Report by Ray Slattery, Director of Engineering.
3. Approve the Plat for Summerlon Addition Phase VIII. Report by Nathan Littrell, Planning and Zoning Administrator.
4. Approve the Proposal for the Geotechnical Evaluation of the Anaerobic Cell No.4 Failure at the Wastewater Treatment Plant. Report by Ray Slattery, Director of Engineering.
5. Approval of the Submission of Applications for the 5311 Public Transportation Local Match Grant Letters. Report by Kevin Israel, Director of Construction and Facilities.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Personnel Matters of Nonelected Personnel.

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, November 4, 2024

7:00 p.m.

MEETING # 5293

CALL TO ORDER

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

INVOCATION BY

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Chuck Taylor moved to remove the Safety Spotlight Award from the Visitors Section. Commissioner Michael Burns made a motion to accept the agenda with the change. Commissioner Daniel Pogue 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).

Safety Spotlight Award -Removed

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 21, 2024.
2. Appropriation, Ordinance No.23, November 4, 2024.
3. Cereal Malt Beverage License:
 - a. Casey's Store #3783, 2201 N 14th Avenue.
 - b. Casey's Store #3863, 700 W Wyatt Earp Blvd.
4. Approval of Hennessey Hall Lease Agreement with Southwest Kansas Area Agency on Aging.

Commissioner Daniel Pogue made a motion to accept the consent calendar as presented. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3821: An Ordinance renaming Loretta Avenue, A roadway in Country Acres and Scottsdale Subdivisions, to Red Demon Drive was approved by Commissioner Michael Burns. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 1 with Commissioner Chuck Taylor voting nay.

Ordinance No. 3822: An Ordinance of the City of Dodge City, Kansas amending the Official Zoning Map of the City, changing the property located at 804 McArtor Rd, From C-0 Commercial Office to R-3 Residential Higher Density was approved by Commissioner Rick Sowers. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

Ordinance No. 3823: An Ordinance authorizing the City of Dodge City, Kansas to issue its Taxable Industrial Revenue Bonds, Series 2024 (Stanion Wholesale Electric Co., Inc.) for the purpose of the acquisition, construction and equipping of a commercial facility; and authorizing other related documents and actions was approved by Commissioner Jeff Reinert. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

Commissioner Daniel Pogue abstained from voting on this Ordinance.

Ordinance No. 3824: An Ordinance granting to the Victory Electric Cooperative Association, Inc.; A Kansas Electric Cooperative, a Franchise to provide electric services was approved by Commissioner Michael Burns. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0 with Commissioner Pogue abstaining from voting.

Resolution No. 2024-21: A Resolution of the Governing Body of the City of Dodge City, Kansas Determining that the City is considering establishing a Kansas Reinvestment Housing Incentive District within the City and Adopting a Plan for the Development of Housing and Public Facilities in such proposed district; establishing the date and time of a Public Hearing on such matter, and providing for the finding of notice of such Public Hearing (15th Avenue Development. was approved by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Jeff Reinert moved to approve the bid from Lopp Motors in the amount of \$40,949 for the purchase of a 2025 Chrysler Voyager LX Mini Van for Convention Visitors Bureau. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.
2. Commissioner Daniel Pogue moved to approve the bid with alternate from Building Solutions, LLC in the amount of \$191,654.50 for East Wyatt Earp Blvd. & Avenue D storm drainage improvements. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

3. Commissioner Rick Sowers moved to approve of Change Order #18 for the expansion of the South (WWTP) Wastewater Treatment Plant. Commissioner Michel Burns seconded the motion. The motion carried 5 – 0.
4. Commissioner Daniel Pogue moved to approve the Barbers Addition, Unit 2 Plat. Commissioner Jeff Reinert seconded the motion. The motion carried 5 – 0.
5. Commissioner Michael Burns moved to approve the Perez Addition, Unit 1. Commissioner Reinert seconded the motion. The motion carried 5 – 0.

Commissioner Daniel Pogue asked to be abstained from voting for item #6 and #7.

6. Commissioner Michael Burns moved to approve the Real Estate Contract for purchase of approximately 16.5 acres from Victory Electric Cooperative Association, Inc. for the amount not to exceed \$222,750. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0 with Commissioner Pogue abstaining.
7. Commissioner Jeff Reinert moved to approve of Participation Agreement with Victory Electric. Commissioner Michael Burns seconded the motion. The motion carried 4 – 0 with Commissioner Pogue abstaining.
8. Commissioner Michael Burns moved to approve the purchase from Creative Displays in the amount of \$58,138.40 for Christmas Decorations for the Historic Downtown. Commissioner Daniel Pogue 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



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: November 18, 2024
Subject: Approve Payment for Temporary Construction and Permanent Easements for Gunsmoke/Comanche St. Trail Extension, PK 2202
Agenda Item: Consent Calendar

Purpose: The purpose of this is to approve the payment for the temporary construction and permanent easements required for the construction of the Gunsmoke/Comanche St. Trail extension.

Recommendation: Approve the purchase price for the temporary construction and permanent easements along with accepting the donation of temporary construction and permanent easements for the Gunsmoke/Comanche St. Trail extension.

Background: The City needs to acquire several permanent easements and temporary easements for the construction of the Gunsmoke/Comanche St. Trail extension. The City’s agent for the acquisition has been working on acquiring the easements. Appraisals were completed and offers negotiated. The compensation was determined as to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition.

City Commission Options:

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

Financial Considerations: The negotiated temporary construction easement offers follow:

Country Club Homeowners Association	1872	\$550.00
TOTAL		\$550.00

Amount \$: 550.00

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: Proceed with payment easements.

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

Attachments: Contract for the purchase of the Temporary Construction and Permanent Easements

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CONTRACT FOR PURCHASE OF INTERESTS IN REAL ESTATE

THIS CONTRACT is made and entered into this 25 day of October 2024, by and between the City of Dodge City, Kansas, a Municipal Corporation, hereinafter referred to as the "City" and Country Club Heights Homeowners Association, a Kansas not-for-profit corporation, hereinafter referred to as "Seller".

WHEREAS, Seller is the owner of a tract of real estate (the "Real Estate"), described, as follows:

A tract of land in Greenway 6, Block 3, Country Club Heights, Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 88°52'09" W 9.60 feet from the Southeast Corner of Greenway 6, Block 3 of said Country Club Heights; thence
N 88°52'09" W 16.00 feet; thence
N 01°07'51" E 3.98 feet; thence
S 88°52'09" E 16.00 feet; thence
S 01°07'51" W 3.98 feet to the point of beginning, containing 64 square feet.
Tim Sloan, PLS 783, June 19, 2024.

AND

A tract of land in Greenway 6, Block 3, Country Club Heights, Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of Greenway 6, Block 3 of said Country Club Heights; thence
N 88°52'09" W 9.60 feet; thence
N 01°07'51" E 3.98 feet; thence
N 88°52'09" W 16.00 feet; thence
S 01°07'51" W 3.98 feet; thence
N 88°52'09" W 39.40 feet; thence
N 79°17'43" E 40.51 feet; thence
N 87°02'57" E 13.99 feet; thence
S 69°01'58" E 12.15 feet; thence
On a curve to the left with a radius of 353.05 feet, an arc distance of 5.18 feet, chord being
S 01°33'04" W 5.18 feet to the point of beginning, containing 307 square feet.
Tim Sloan, PLS 783, June 19, 2024.

AND

A tract of land in Greenway 5, Block 3, Country Club Heights, Dodge City, Ford County, Kansas described as follows:

Beginning at the Southwest Corner of Greenway 5, Block 3 of said Country Club Heights; thence

On a curve to the right with a radius of 273.05 feet, an arc distance of 9.98 feet, chord being

N 02°10'39" E 9.98; thence

S 88°30'59" E 45.88 feet; thence

S 16°04'51" W 10.03 feet; thence

N 88°52'09" W 43.47 feet to the point of beginning, containing 440 square feet.

Tim Sloan, PLS 783, June 19, 2024.

Subject to easements and restrictions of record.

WHEREAS, Seller desires to sell, and the City desires to purchase a temporary easement (the "Temporary Construction Easement") over, across, under and through the Real Estate for the purpose of constructing a sidewalk and improvements on the street adjacent thereto; and,

WHEREAS, Seller desires to sell, and the City desires to purchase a permanent easement (the "Permanent Easement") over, across, under and through the Real Estate; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Seller hereby agrees to sell and the City hereby agrees to purchase the interests in real estate, as set forth above.

2. As consideration for its acquisition of said easement(s), the City shall pay the sum of Five Hundred Fifty (\$550.00) rounded. The total purchase price is itemized, as follows: \$280.00 for acquisition of Temporary Construction Easement; and \$118.00 for acquisition of the Permanent Easement; and, \$109.00 for the cost to cure for a shrub/hedge. The purchase price shall be paid by the City to Seller at closing.

3. This Contract will be closed at the office of the hereinafter named escrow agent, or at such other place as shall be mutually agreed upon by the parties, on or before the 30th day of September, 2024, or as soon thereafter as possible, hereinafter sometimes referred to as the "Closing", or the "Closing Date".

4. a. Seller shall execute the Temporary Construction Easement to the City over, across, under and through the Real Estate. Said easement shall exist for a period of two (2) years from and after the Closing, and shall be for the purpose of use by the City, its representatives, agents, assigns and contractors as a work and safety area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incidental to the construction of a sidewalk on the adjacent street right of way. The Easement Area to be restored to its condition as of the date of the acquisition. Access to the remaining property may be restricted or closed during portions of the period of the Temporary Easement.

b. Seller shall execute the Permanent Easement to the City over, across, under and through the Real Estate. Said Permanent Easement shall be for the purpose of constructing, reconstructing, maintaining, repairing, inspecting, and using sidewalks. The portion of said easement related to sidewalks shall be for the benefit of the public and the right of pedestrian travel shall be granted to the public over, upon, across, in and through the described tract, as a part of said easement. The term "pedestrian travel" shall include all forms of travel lawfully permitted upon sidewalks.

c. The above mentioned Easements shall be executed by Seller and shall convey said interests to the City free and clear of all encumbrances such that the City's interests shall be superior to all other ownership interests in said Parcels, and shall be deposited with the hereinafter named escrow agent until the City has complied with the terms of this agreement and shall then be delivered to the City. The City shall be entitled to enjoy the use and benefit of all of said easements upon the Closing of this transaction.

5. The parties agree the City of Dodge City, Kansas shall act as the closing agent, and issue payment to the Seller. The City shall be responsible for the costs of the preparation of this Agreement and the Easement documents and the recording of such documents.

6. The City's obligation to purchase the interests set forth above is contingent upon the City satisfying itself, through an inspection of the title records regarding the real estate involved, or through the issuance of a title policy/commitment

at the City's option and cost, that the City will enjoy the rights set forth herein, free and clear of all encumbrances, and superior to any other ownership interest in said Parcels. If the City determines that there are defects in the title, the City shall notify the Seller of such defects and if Seller is unsuccessful in removing such defects within a reasonable time, this agreement shall be determined to be null and void and the parties shall be released from all further obligations hereunder. In the event any of the Parcels are encumbered by a mortgage, or lien, the Escrow Agent is hereby authorized to pay over to the holder of such encumbrance any of the funds due to Seller hereunder, in exchange for a release of said encumbrance. The City shall pay all costs associated with their determination of such status of title.

7. The parties agree that the City is a Municipal Corporation with the power of Eminent Domain, and that the City's acquisition of these interests is under the threat of Eminent Domain. Further, the parties agree that the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) applies to the City's acquisition of the interests, and that the City complied with the provisions thereof as they relate to the City's acquisition.

8. The parties affirmatively state that neither of them has been represented by a realtor and that no real estate commissions are due to anyone as a result of this transaction.

9. The parties agree that time is of the essence of this agreement. This agreement shall be binding upon the parties, their successors and assigns. No

amendment or modification of this agreement shall be binding unless it is in writing, and executed with the same formality as this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

SELLER: Country Club Heights Homeowners Association

BY: 
George Fergerson, President

PURCHASER:

CITY OF DODGE CITY:

ATTEST:

Mayor

City Clerk



Memorandum

To: City Commission & City Manager, Nick Hernandez

From: Brandon Roy, Human Resource Officer

Date: 10/31/2024

Subject: Resolution 2024-22

Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends approval of Resolution 2024-22

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

City Commission Options:

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

Financial Considerations:

Amount: \$89,729.62

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

Budgeted Expense Grant Bonds Other

Legal Considerations: None

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

Attachments: Resolution 2024-22

Approved for the Agenda by:

Name, Title

RESOLUTION NO. 2024-22

**A RESOLUTION AUTHORIZING PAYMENT OF 2024 YEAR END
RETENTION STIPEND TO QUALIFIED EMPLOYEES**

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

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

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY THE 18TH DAY OF NOVEMBER 2024.

Chuck Taylor, Mayor

Attest:

Connie Marquez, City Clerk



Memorandum

To: City Commission & City Manager, Nick Hernandez
From: Kevin Israel, Director of Construction and Facilities
Date: 11/18/2024
Subject:
Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of Resolution 2024-23 for Title VI policy for the City of Dodge City for repealing and replacing all other resolutions and policies in conflict.

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

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

City Commission Options:

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

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

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

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

Attachments:

- Resolution 2024-23
- Title VI Policy Notice Dodge City
- Public Participation Plan
- Limited English Proficiency Plan
- Title VI Complaint Procedures (Public Transportation)
- Title VI Complaint Policy and Procedures (city-wide)
- Title VI Complaint Form

RESOLUTION 2024-23
A RESOLUTION OF THE GOVERNING BODY OF
THE CITY OF DODGE CITY, KANSAS ADOPTING
A TITLE VI POLICY

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

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

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

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

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

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

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

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

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

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

- 4) The Parks and Recreation Advisory Board shall serve as the Public Transportation Advisory Committee and shall receive reports from the Director of Construction and Facilities or its designee regarding Public Transportation.

ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas on November 18, 2024.

Chuck Taylor, Mayor

ATTEST:

Connie Marquez, City Clerk

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

- The City of Dodge City, Kansas, operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Dodge City.
- For more information on Dodge City's civil rights program, and the procedures to file a complaint, contact the Human Resource Department at 620-225-8100 or email HR@dodgecity.org; or visit our administrative office at 100 Chaffin Rd., Dodge City, Kansas 67801. For more information, visit www.dodgecity.org/TitleVI
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
 - If information is needed in another language, contact 620-225-8160.
 - Si se necesita información en otro idioma, comuníquese con 620-225-8160.

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

- La Ciudad de Dodge City, Kansas, opera sus programas y servicios, sin distinción de raza, color u nacionalidad, de acuerdo al Título VI de la Ley de Derechos Civiles. Cualquier persona que cree o que ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con la Ciudad de Dodge City.
- Para obtener más información sobre el programa de derechos civiles de la Ciudad de Dodge City y los procedimientos para presentar una queja, comuníquese con el Departamento de Recursos Humanos al 620-225-8100 o por correo electrónico: HR@dodgecity.org; o visite nuestra oficina administrativa en 100 Chaffin Rd., Avenue, Dodge City, Kansas 67801. Para obtener más información, visite: www.dodgecity.org/TitleVI
- Un demandante puede presentar una queja directamente con la Administración Federal de Tránsito (Federal Transit Administration) mediante la presentación de una denuncia ante la Oficina de Derechos Civiles (Office of Civil Rights), atención: Title VI Program Coordinator, East Building, 5th Floor TCR, 1200 New Jersey Ave., SE, Washington, DC 20590
- Si necesita información en otro idioma, comuníquese al 620-225-8160.
- If information is needed in another language, contact 620-225-8160.

Dodge City Public Transportation Program Public Participation Plan (PPP)

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

Dodge City Public Transportation serves Dodge City and Ford County, Kansas. Currently, D-Tran Fixed Route bus service consists of three bus routes and 65 designated stops located throughout Dodge City. Busses arrive at each stop every hour on the hour from 6:00 am to 6:00 pm, Monday through Friday. Para-Tran is an origin to destination paratransit service available for persons who, because of a disability, are unable to use the D-Tran Fixed Route Bus Service. The Para-Tran service area is within $\frac{3}{4}$ mile of D-Tran routes. R-Tran is for Regional Demand Response service outside the $\frac{3}{4}$ mile Para-Tran zone, and up to 2 miles beyond the city limits.

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

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

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

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

Public Participation will be enabled through the following processes:

- **Greet, Meet and Inform**

Purpose- Public Transportation intends to provide a location and time for the community to give input on the current Transportation program and how we can better serve our community.

Frequency and Time of Meetings- Dodge City Public Transportation holds drivers' meetings monthly and would allow public or transportation participants to attend for the first 30 minutes of the meetings to bring forth any question, concerns or suggestions to our program. Dodge City Commissioners' meetings are also held every other Monday with Public Hearing for the first 5 minutes of each scheduled meeting.

- **Use of social media and Online Participation Methods**

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

- **Employ Public-Friendly Methods for Engaging Groups**

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

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

Spanish speakers who speak English “less than very well” make up 23% of Dodge City’s population and meet the threshold for LEP.

- All Public Transportation Program **materials will be made available in Spanish** as well as English, including all Title VI materials and everything on our website.
- Public Meetings held in English will also have a **Spanish speaking co-facilitator** who can translate should this be necessary
- **Civic Educational Meetings will be held in Spanish** at a different time and location so that the large number of Spanish speakers in our community can easily participate in learning about Dodge City Public Transportation. An English-speaking co-facilitator will be present who can translate should this be necessary.
- **We seek input and collaboration from organizations** which come into frequent contact with LEP people in our community. Examples of such organizations are:
 - United Way of Dodge City
 - Manna House of Dodge City
 - Catholic Social service come into frequent contact with LEP individuals through the various services and programs they provide.
 - Compass and Mental Health of Dodge City
 - Arrowhead West of Dodge City
 - Engage in Dodge
- When requested, we **provide assistance in Spanish** by utilizing our Spanish speaking staff, including some Drivers and Dispatchers. When persons seek assistance in languages other than Spanish, we will utilize the **online and telephone interpreter and translation services of Language Line Solutions** at www.language.com.

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

Desired outcomes of the agency’s public participation efforts:

- The Public Transportation Program will have an improved understanding of the transportation needs.
- Direct feedback regarding the quality and effectiveness of the Public Transportation services being provided will give us the necessary information to improve the quality and effectiveness of our program
- High quality and timely feedback from the public will help the Public Transportation Program achieve more effective and efficient services.
- Enhanced awareness throughout the community of the services provided by the Public Transportation Program will help overcome objections and misunderstandings, increase utilization of our services, and build community-wide support for the program.
- Greater acceptance of changes (e.g., placement of bus stops in neighborhoods) because the public has been consulted and helped shape the changes.

- A well-informed public effectively engaged with development of the Public Transportation Program will become advocates for the program with public officials as they consider annual budgets and program changes.
- Effectively engaging targeted population groups will help assure the Public Transportation Program is providing full and open access to all.

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

On Going Communication- Dodge City Public Transportation program continues to communicate with these businesses on an ongoing basis to collaborate on how we can better serve our community.

- City of Dodge City
- Cargill, Western Plains Medical Center, National Beef (major employers)
- Ford County Government
- Ford County Council on Aging
- Dodge City Community College
- Dodge City/Ford County Economic Development Corporation
- Dodge City Medical Center
- Dodge City Parks & Recreation
- Boot Hill Casino and Convention Center

Public Meetings (2019-Present) – As Public Transportation Program continues to service the community, we have attended meetings, seminars, trainings and expos to inform the community of our public service.

Groups participating included:

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

Engage Dodge Program Participation- Engage Dodge is a community outreach program that is designed to inform the public about the services the City of Dodge City provides to its citizens. This program aims to enhance awareness of the functions, responsibilities, and impact of various City departments, providing participants with a deeper understanding of the local government operations, departmental budgets, and the challenges faced in serving the community. The Transportation Department participates in this program by giving an explanation about each service it offers and how to obtain service during a presentation. Through discussions and information sharing, Engage Dodge fosters open communication between participants and City staff while promoting volunteerism, civic engagement, and professional development. Participants gain valuable insights into proper channels for advocacy and develop a stronger connection to their community through this unique opportunity. This presentation is given in English and Spanish, and the participants include high school students, Adult Learning Center students, members of the community, and Citizenship scholarship recipients. Over the past two years there have been multiple sessions held in

September, October, and November of 2023, and April, May, October and November of 2024, below are the most recent listed dates and times of the meetings:

Engage Dodge: October 8th, 10th, 15th, 17th, and 21st from 6:00PM to 8:00PM

Engage Dodge on Wheels: October 30th from 8:00AM to 2:30PM

November 6th from 8:00AM to 2:30PM

Local Newspaper Articles and Advertisements – Each year approximately 20 Public Transportation program display posters are placed in high traffic areas around the community and Dodge City Public Transportation Ads are placed monthly in the Dodge City Daily Globe newspaper.

Radio Interviews – In 2024, 30-minute radio interviews with the Public Service Specialist, Collin Clark, have been conducted on two separate occasions in the Community News program at local radio station K95. These were done to spread awareness of the Dodge City Public Transportation Program and upcoming events.

Limited English Proficiency (LEP) Plan Dodge City Public Transportation

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

Four Factors Analysis for Dodge City and Ford County

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

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

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

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

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

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

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

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

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

- Translations: All essential documents are available in English and Spanish, including:
 - Passenger Policies and Guidelines
 - All notices posted on buses
 - Title VI Notice, Complaint Form and Complaint Procedures

Cost: For documents requiring translation, we utilize bilingual staff at City Hall. While there is a cost (staff time), the Public Transportation Program is not billed for this work.

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

Cost: Bilingual staff members in Dodge City are paid up to 10% over base salary because of this important skill. There is also a cost in terms of the time these staff members spend dealing with communication difficulties encountered by staff members who do not have bilingual skills. Finney County Transit bills us (and KDOT) for all the extra time it takes to work with LEP clients due to communication difficulties. However, there is no way to know what portion of the cost is related to communication with LEP clients.

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

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

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

Limited English Proficiency Plan

Identified LEP Individuals Spanish is the only language group which meets the threshold to require written translations of all documents.

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

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

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

- All notices posted on buses
 - Title VI Notice, Complaint Form, and Complaint Procedures
- Use Google Translate to enable our website to be translated and presented in Spanish.
- Make every effort to recruit and hire bilingual staff who speak Spanish
- Work with Finney County Transit to assure that Dispatchers can work effectively with LEP Spanish Speakers.
- Utilize Pay-As You-Go Personal Interpreter and Translation Service (www.languageline.com) when necessary.

For LEP Speakers of Other Languages:

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

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

- Our Administrative Staff will be trained in how to utilize the Pay-As-You-Go Interpreter service.
- We will collaborate with Finney County Transit regarding Dispatch staff communication skills with all LEP language groups.

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

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

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

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

TITLE VI Complaint Procedures For Dodge City Public Transportation Program

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

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

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

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

1. Submission of Title VI Complaint

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color or national origin has been excluded from or denied the benefits of or subjected to discrimination caused by the Dodge City Public Transportation Program, may file a written complaint with the Title VI Coordinator within 180 business days after the date the discrimination occurred. A sample [complaint form](https://ks-dodgecity3.civicplus.com/731/Title-VI) is available for download at <https://ks-dodgecity3.civicplus.com/731/Title-VI> and is available in hard copy at the offices of Dodge City Public Transportation. Upon request, Dodge City Public Transportation will mail the complaint form. **Such complaints must be filed within 180 business days after the date the discrimination occurred.** If the deadline falls on date the City is closed for business, the deadline shall be extended to the next business day.

***Note:** Assistance in the preparation of any complaints will be provided to a person or persons upon request and as appropriate. If information is needed in another language, then contact the Human Resources Department for the City of Dodge City at 620-225-8100, or by email HR@dodgecity.org, or visit our administrative office at 100 Chaffin Road, Dodge City, KS 67801.*

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

Title VI Coordinator
City of Dodge City
100 Chaffin Road
Dodge City, KS 67801

2. Referral to Review Officer

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

The staff review officer(s) shall forward their recommendations to the Title VI Coordinator for concurrence. If the Title VI Coordinator concurs, he or she shall issue the Dodge City Public Transportation program's written response to the Complainant. This final report should include a summary of the investigation, all findings with recommendations, or corrective measures where appropriate.

Note: Upon receipt of complaint, The City of Dodge City shall forward a copy of the complaint and the resulting written response to the appropriate KDOT and FTA Region Seven (7) Contacts.

3. Request for Reconsideration

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

4. Appeal

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

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

If the Complainant is dissatisfied with the Dodge City Public Transportation Program's resolution of the complaint, he or she may also submit a written complaint within 180 days after the alleged date of discrimination to the State of Kansas Department of Transportation for further investigation to the following addresses:

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

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

TÍTULO VI Procedimientos de Quejas Para el Programa de Transporte Público de Dodge City

Procedimiento de Quejas del Título VI: Lo siguiente se refiere únicamente a las quejas del Título VI con respecto a los servicios del Programa de Transporte Público de Dodge City.

El Título VI de la Ley de Derechos Civiles de 1964 {42 U.S.C. S2000d et seq.}, establece que:

Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en ningún programa o actividad que reciba asistencia financiera federal.

El Programa de Transporte Público de Dodge City cuenta con un Procedimiento de Quejas del Título VI, que describe el proceso para la disposición local de quejas del Título VI y es consistente con las recomendaciones que se encuentran en el Capítulo III de la Circular 4702 de la Administración Federal de Tránsito. 1B, 1 de octubre de 2012. Si cree que el Programa de Transporte Público de Dodge City ha violado sus derechos civiles por motivos de raza, color u origen nacional, puede presentar una queja por escrito siguiendo el procedimiento que se describe a continuación.

1. Presentación de la queja del Título VI

Cualquier persona que sienta que él o ella, individualmente o como miembro de cualquier clase de personas, por motivos de raza, color u origen nacional ha sido excluido o se le han negado los beneficios o ha sido objeto de discriminación causada por el Programa de Transporte Público de Dodge City, puede presentar una queja por escrito ante el Coordinador del Título VI del Programa de Transporte Público hasta 180 días administrativos posteriores a la fecha en que ocurrió la discriminación. Una copia del [formulario de queja](https://ks-dodgecity3.civicplus.com/731/Title-VI) está disponible para descargar en <https://ks-dodgecity3.civicplus.com/731/Title-VI> y está disponible en papel en la oficina de Transporte Público de Dodge City. Si usted desea, el Departamento de Transporte Público de Dodge City enviará el formulario de queja por correo. **Dichas quejas deben presentarse no más de 180 días administrativos después de la fecha en que ocurrió la discriminación.**

***Nota:** Se proporcionará asistencia en la preparación de cualquier queja a una persona o personas que lo soliciten y sea apropiado. Si necesita información en otro idioma, comuníquese con el Departamento de Recursos Humanos de la Ciudad de Dodge City al 620-225-8100, o por correo electrónico HR@dodgecity.org, o visite nuestra oficina administrativa en 100 Chaffin Road, Dodge City, KS 67801.*

Las quejas pueden enviarse por correo electrónico a HR@dodgecity.org, o pueden enviarse por correo a o entregada a:

Coordinador del Título VI
Ciudad de Dodge City
100 Chaffin Road
Dodge City, KS 67801

2. Remisión al Oficial de Revisión

Al recibir la queja, el Coordinador del Título VI del Programa de Transporte Público nombrará a uno o más oficiales de revisión del personal, según corresponda, para evaluar e investigar la queja. Si es necesario, el demandante se reunirá con el oficial de revisión del personal para explicar con más detalle su queja. El oficial de revisión del personal deberá completar su investigación no más de 45 días administrativos después de la fecha en que la agencia recibió la queja. Si se requiere más tiempo, el Coordinador del Título VI notificará al Demandante el plazo estimado para completar la investigación. Una vez finalizada la investigación, el oficial encargado de la investigación del personal formulará una recomendación sobre el mérito de la queja y sobre si cuenta con medidas adecuadas para proporcionar reparación. Además, el oficial de revisión del personal puede recomendar mejoras a los procesos del programa de Transporte Público de Dodge City en relación con el Título VI, según corresponda. El oficial de revisión del personal enviará sus recomendaciones al Coordinador del Título VI

del Programa de Transporte Público para su aprobación. Si el Coordinador del Título VI está de acuerdo, enviara la respuesta escrita del programa de Transporte Público de Dodge City al Demandante. Este informe final debe incluir un resumen de la investigación, todos los hallazgos con recomendaciones o medidas correctivas cuando corresponda.

Nota: Al recibir la queja, el Programa de Transporte Público de Dodge City enviará una copia de esta queja y la respuesta escrita resultante a los contactos apropiados de KDOT y FTA de la Región Siete (7).

3. Solicitud de reconsideración

Si el Demandante no está de acuerdo con la respuesta del Coordinador del Título VI del Programa de Transporte Público, puede solicitar una reconsideración y presentar la solicitud, por escrito, al Coordinador del Título VI no más de 10 días administrativos después de que el Demandante recibió la respuesta del Coordinador del Título VI. La solicitud de consideración deberá ser lo suficientemente detallada como para contener cualquier elemento que el Demandante considere que no fue entendido completamente por el Coordinador del Título VI. El Coordinador del Título VI notificará al Demandante su decisión por escrito de aceptar o rechazar la solicitud de reconsideración en un plazo de 10 días administrativos. En los casos en que el Coordinador del Título VI acuerde reconsiderar, el asunto se devolverá al oficial (de los que se encarga del examen del personal) para que lo reevalúe de acuerdo con la Sección 2.

4. Recurso de apelación

Si la solicitud de reconsideración es negada, el Demandante puede apelar la respuesta del Coordinador del Título VI presentando una apelación por escrito al Administrador de la Ciudad de Dodge City, no más de 10 días administrativos después de recibir la decisión por escrito del Coordinador del Título VI que rechaza la reconsideración. El Administrador de la Ciudad tomará la determinación de solicitar una reevaluación por parte de los oficiales de revisión del personal o enviar la queja a KDOT para una investigación adicional.

5. Presentación de quejas ante el Departamento de Transporte del Estado de Kansas

Si el Demandante no está satisfecho con la resolución de la queja por parte del Programa de Transporte Público de Dodge City, también puede presentar una queja por escrito no más de 180 días administrativos después de a la supuesta fecha de discriminación al Departamento de Transporte del Estado de Kansas para una investigación adicional a las siguientes direcciones:

Oficina de Cumplimiento de Derechos Civiles de KDOT
Edificio de Oficinas del Estado Eisenhower
700 Southwest Harrison
3rd Floor West
Topeka, KS 66603

Administración Federal de Tránsito
Oficina de Derechos Civiles
1200 New Jersey Avenue SE
Washington, DC 20590

Title VI: Non-Discrimination Policy and Complaint Procedure

Title VI Compliance:

Title VI Compliance Procedures. The following pertains to Title VI compliance city-wide. For complaints pertaining to **Public Transportation**, please view the policies and procedures at <https://ks-dodgecity3.civicplus.com/731/Title-VI>.

City of Dodge City Policy Statement:

The City of Dodge City assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its federally funded programs and activities.

The City of Dodge City further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

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

Any person who believes his/her Title VI protection has been violated, may, within 180 business days of the alleged discriminatory conduct, file a **complaint** with the City of Dodge City. If the deadline falls on date the City is closed for business, the deadline shall be extended to the next business day. For questions regarding Dodge City's Title VI Program, or to file a complaint with the City of Dodge City, please contact the Title VI Coordinator at (620) 225-8100 or HR@dodgecity.org. or by mail or hand delivery to:

Title VI Coordinator
City of Dodge City
100 Chaffin Road
Dodge City, KS 67801

Title VI Complaint Procedure:

1. Referral to Review Officer:

The Title VI Coordinator, upon receipt of a complaint, shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. The Title VI Coordinator may appoint itself the staff review officer. If necessary, the Complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 business days after the date the Title VI Coordinator received the complaint. If more time is required, the Title VI Coordinator shall notify the

Complainant of the estimated timeframe for completing the review. Upon completion of the review the staff review officer(s) shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the Title VI Coordinator's processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the Title VI Coordinator for concurrence. If the Coordinator concurs, he or she shall issue a written response to the Complainant. This written report shall include a summary of the investigation, all findings with recommendations, or corrective measures where appropriate.

Upon receipt of a complaint, the Title VI Coordinator shall forward a copy of the complaint and the resulting written response to the appropriate state or federal agency contact.

2. Request for Reconsideration:

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

3. Appeal:

If the request for reconsideration is denied, the Complainant may appeal the Title VI Coordinator's response by submitting a written appeal to the City Manager of the City of Dodge City, no later than 10 business days after receipt of the Title VI Coordinator's written decision rejecting reconsideration. The City Manager will make a determination to either request reevaluation by the staff review officer(s) or forward the complaint to the appropriate state or federal agency contact.

4. Submission of Complaint to State or Federal Agency:

A Complainant may also submit a written complaint within 180 days after the alleged date of discrimination to the U.S. Department of Justice, Civil Rights Division at the following address:

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

TÍTULO VI: Política Antidiscriminatoria y Procedimiento de Quejas

Cumplimiento del Título VI:

Lo siguiente se refiere al cumplimiento del Título VI en toda la ciudad. Para quejas relacionadas con el transporte público, consulte las políticas y procedimientos usando este enlace: <https://ks-dodgecity3.civicplus.com/731/Title-VI>.

Declaración de política de la Ciudad de Dodge City:

La ciudad de Dodge City asegura que ninguna persona por motivos de raza, color, origen nacional o sexo, de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964, y la Ley de Restauración de los Derechos Civiles de 1987 (P.L. 100.259) será excluida de la participación, se le negarán los beneficios de, o será objeto de discriminación en cualquiera de sus programas y actividades financiados por el gobierno federal.

La Ciudad de Dodge City asegura que se hará todo lo posible para garantizar que no ocurra discriminación en todos sus programas y actividades, ya sea que esos programas y actividades estén financiados por el gobierno federal o no.

En el caso que la Ciudad de Dodge City distribuya fondos de ayuda federal a un subreceptor, la Ciudad de Dodge City incluirá el lenguaje del Título VI en todos los acuerdos escritos y supervisará el cumplimiento.

Cualquier persona que sienta que sus derechos protegidos por el Título VI han sido violados puede presentar una queja por escrito ante la Ciudad de Dodge City hasta 180 días administrativos posteriores a la fecha en que ocurrió la discriminación. Si tiene alguna pregunta sobre este programa o para hacer una queja pueden contactar al Coordinador del Título VI por correo electrónico HR@dodgecity.org, o pueden enviar su queja por correo a o entregada a:

Coordinador del Título VI
Ciudad de Dodge City
100 Chaffin Road
Dodge City, KS 67801

Procedimientos de Quejas:

1. Presentación de la queja del Título VI

El Coordinador de Título VI, al recibir una queja, nombrará a uno o más oficiales de revisión del personal, según corresponda, para evaluar e investigar la queja. El Coordinador del Título VI puede nombrarse a sí mismo el oficial de revisión del personal. Si es necesario, el demandante se reunirá con el oficial de revisión del personal para explicar con más detalle su queja. El oficial de revisión del personal deberá completar su revisión no más de 45 días administrativos después de la fecha en que el Coordinador del Título VI recibió la queja. Si se requiere más tiempo, el Coordinador del Título VI notificará al Demandante sobre el plazo estimado para completar la investigación. Una vez finalizado la investigación, el oficial encargado de la investigación del personal formulará una recomendación sobre el merito de la queja y sobre si cuenta con medidas adecuadas para proporcionar reparación. Además, el oficial de revisión del personal puede recomendar mejoras a los procesos del Coordinador del Título VI en relación con el Título VI, según corresponda. El oficial de revisión del personal enviará sus recomendaciones al Coordinador del Título VI para su aprobación. Si el Coordinador está de acuerdo, enviara una respuesta por escrito al Demandante. Este informe escrito incluirá un resumen de la investigación, todos los hallazgos con recomendaciones o, en su caso, medidas correctivas.

Al recibir una queja, el Coordinador del Título VI enviará una copia de la queja y la respuesta escrita resultante al contacto de la agencia federal o estatal correspondiente.

2. Solicitud de reconsideración

Si el Demandante no está de acuerdo con la respuesta del Coordinador del Título VI, puede solicitar una reconsideración y presentar la solicitud, por escrito, al Coordinador del Título VI no más de 10 días administrativos después de que el Demandante recibió la respuesta del Supervisor. La solicitud de consideración deberá ser lo suficientemente detallada como para contener cualquier elemento que el Demandante considere que no fue entendido completamente por el Coordinador del Título VI. El Supervisor notificará al Demandante su decisión por escrito de aceptar o rechazar la solicitud de reconsideración en un plazo de 10 días administrativos. En los casos en que el Coordinador del Título VI acuerde reconsiderar, el asunto se devolverá al oficial (de los que se encarga del examen del personal) para que lo reevalúe de acuerdo con esta política.

3. Recurso de apelación

Si la solicitud de reconsideración es negada, el Demandante puede apelar la respuesta del Coordinador del Título VI presentando una apelación por escrito al Administrador de la Ciudad de Dodge City, no más de 10 días administrativos después de recibir la decisión por escrito del Coordinador del Título VI que rechazo la reconsideración. El Administrador de la Ciudad tomará la determinación de solicitar una reevaluación por parte de los oficiales de revisión del personal o enviar la queja a la agencia federal o estatal correspondiente.

4. Presentación de quejas ante una Agencia Federal o Estatal

Un Demandante también puede presentar una queja por escrito no más de 180 días administrativos posteriores a la supuesta fecha que ocurrió la discriminación ante la División de Derechos Civiles del Departamento de Justicia de EE. UU. a la siguiente dirección:

Departamento de Justicia de EE. UU.
División de Derechos Civiles
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

Title VI, Complaint Form/Título VI, Formulario de Queja

Section I/Sección I:				
Name: <i>Nombre:</i>				
Address: <i>Dirección:</i>				
Telephone (Home): <i>Teléfono (de casa):</i>		Telephone (Work): <i>Teléfono (del trabajo):</i>		
Email Address: <i>Correo Electrónico:</i>				
Accessible Format Requirements? <i>¿Requisitos de Formato Accesible?</i>	Large Print <i>Letra Grande</i>		Audio Tape <i>Cinta de Audio</i>	
	TDD		Other (specify) <i>Otro (a) (especifique)</i>	
Section II/Sección II:				
Are you filing this complaint on your own behalf? <i>¿Está preparando esta queja en su propio nombre?</i>			Yes*/Si	No
*If you answered "yes" to this question, go to Section III. <i>*Si contestó "Si" a esta pregunta, vaya a la Sección III.</i>				
If not, please supply the name and relationship of the person for whom you are complaining: <i>Si no, por favor proporcione el nombre y la relación de la persona por la cual usted se está quejando:</i>				
Please explain why you have filed for a third party: <i>Por favor, explique por qué usted está presentando la queja por alguien más:</i>				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. <i>Por favor confirme que ha obtenido permiso de la persona ofendida, si va a presentar en nombre de él/ella.</i>			Yes/Si	No
Section III/Sección III:				
I believe the discrimination I experienced was based on (check all that apply): <i>Creo que, la discriminación que recibí fue basado en (marque todas las que apliquen):</i>				
<input type="checkbox"/> Race/Raza <input type="checkbox"/> Color <input type="checkbox"/> National Origin/Nacionalidad				
Date of Alleged Discrimination (Month, Day, Year): _____ Time: _____ <i>Fecha de la supuesta discriminación (Mes, Día, Año): _____ Hora: _____</i>				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional pages. <i>Explique lo más claramente posible lo que paso y porqué usted cree que fue discriminado(a). Describa todas las personas que estuvieron involucradas. Incluya el nombre e información de contacto de la(s) persona(s) que lo(a) discrimino y nombres e información de contacto de los testigos. Si necesita más espacio, adjunte páginas adicionales.</i>				



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: November 18, 2024
Subject: Approval of Amendment #4 to the Jacobs Agreement for Operations, Maintenance, and Services for Calendar Year 2025
Agenda Item: New Business

Purpose: Extend the agreement between the City and Jacobs for the Operation, Maintenance, and Service of the City's Wastewater Treatment Plants and Biogas Facility.

Recommendation: Approve Amendment #4 to the Jacobs Agreement of Operations, Maintenance, and Services for operation for calendar year 2025.

Background: On November 15, 2021, the City and Jacobs entered into the original Agreement for Operations, Maintenance, and Management Services. As part of the original agreement there is a yearly adjustment/amendment to be approved that covers the next calendar year. Amendment #4 is for the 2025 calendar year. Amendment #4 includes the additional maintenance and operation costs associated with the additional facilities associated with the WWTP Expansion and the addition of the Rodeo Hills Lift Station. The proposed cost for 2025 is \$3,025,180.21. This is an increase of \$368,049.70 over Amendment #3.

Amendment #4 includes updates to Article D.3 in Appendix D to cover the additional facilities and equipment covered under the agreement and to Article E.1.1 in Appendix E. Article E.1.1 in its entirety and replaced to reflect the new operation and maintenance fee.

City Commission Options:

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

Financial Considerations: The cost of Amendment #4 for 2025 is \$3,025,180.21.

Amount \$: \$3,025,180.21

Fund: 52042200 - 420003

Budgeted Expense Grant Bonds Other

Legal Considerations: Amendments to the original agreement in Article D.3 and Article E.1.1 in Appendices D & E for additional facilities and equipment and the adjusted compensation for services performed under the agreement.

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

Attachments: Amendment #4

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

AMENDMENT NO. 4
To the
AGREEMENT
For
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

THIS AMENDMENT NO. 4 is made and entered into this [redacted] day of [redacted], 2024, by and between the City of Dodge City, Kansas (hereinafter “Owner”), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Jacobs Project Management Co., (hereinafter “Operator”), whose address for any formal notice is **6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, Colorado 80111**. This is an Amendment to the Agreement for Operations, Maintenance and Management Services dated the 15th day of November, 2021, between Owner and Operator (the “Agreement”). Collectively, Owner and Operator will be referred to as the “Parties” and each individually as a “Party.”

Owner and Operator agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article D.3 in Appendix D is hereby updated to add the following additional scope:

D.3 Facilities and equipment covered under the Agreement include:

South Reclamation Site:

- a) Primary Pump Station: 101 McCaustland Rd #1
- b) Booster Pump Station: 11560 112 Rd
- c) 4 Force Mains from primary to reservoirs
- d) Lagoon system 11022-11023 Warrior Rd
- e) Several Miles of underground irrigation pipelines, valves, valve banks, screen housing, bladder valves and flow meters
- f) 62 Air Vacuum reliefs
- g) 2 Irrigation Pump Stations
- h) Primary Industrial Pump Station: 101 McCaustland Rd #1
- i) Intermediate Pump Station
- j) Hilmar Pump Station 1901 Hilmar Way
- k) 9 miles of 16” forced main
- l) Anaerobic digester
- m) Aeration basin
- n) Side stream pump station
- o) Facultative lagoons 5-6

North Water Reclamation Site: 4120 North 14th Ave

- a) Membrane treatment plant
- b) Offsite pump station
- c) On – Pump Station
- d) Reuse valve vault

- e) Two force mains

Lift Stations:

- a) Rodeo Grounds
- b) Ranchwood
- c) Chaffins
- d) Rolliede
- e) Circle Lake
- f) Casino
- g) Cottonwood
- h) Lazy Acres
- i) Boto
- j) South Dodge
- k) Rodeo Hills Lift Station

Grinder Lift Station

- a) Old SW Towing (1309 S. 2nd Avenue)
- b) Hi Plains Farm Equipment
- c) Midwest Mixer Services
- d) Kan Equip
- e) Happy Homes East
- f) Happy Homes West
- g) National Beef Engineering
- h) Kindsvater Shop
- i) Kindsvater Office
- j) Control Building
- k) Bio Gas LS

Warrior Project (Bio – Gas Facility) 11079 Warrior Rd

- 2. Article E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

E.1.1 Owner shall pay to Operator as compensation for Services performed under this Agreement a Base Fee of **Three Million Twenty-Five Thousand Three Hundred Eighty Dollars and Twenty-One Cents (\$3,025,180.21)** which includes the Base Fee, Biosolids Cost, Gypsum Costs, Repairs Costs, Chemicals Costs and the Membrane Agreement Costs for the period of **January 1, 2025 through December 31, 2025**. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

All other terms and conditions of the original November 15, 2021 Agreement, as it has subsequently been amended, shall remain in effect. The Parties hereby approve this Amendment as is indicated by the signatures of their authorized representatives, below.

**JACOBS PROJECT
MANAGEMENT CO.**

Authorized Signature:

Name: Craig Faessler
Title: Geographic Director of
Operations
Date: _____

CITY OF DODGE CITY, KANSAS

Authorized Signature:

Name: Nick Hernandez
Title: City Manager
Date: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: November 18, 2024
Subject: Approve bid for Legend's Park Parking Lot (Drive) Repairs, PK 2402
Agenda Item: New Business

Purpose: Complete the necessary improvements to the drive of the Legend's Park Softball Complex.

Recommendation: Approve the bid from DTD Construction, Inc., for the necessary repairs/reconstruction at Legend's Park in the amount of \$186,289.32.

Background: This project will replace the asphalt pavement of the drive at Legend's Park Soft Ball Complex with 7" plain concrete pavement over a 6" asphalt milling sub-grade base. On October 30, 2025, bids were opened and read for the repair/reconstruction of the drive. Five bids were received.

The bids are as follows:

- **Low Bid from DTD Construction, Inc. - \$186,289.32**, they will start upon signing contracts
- Building Solutions, LLC - \$188,742.50, with a start date of December 9, 2024
- Andale Construction, Inc. - \$203,520.04, with a start date of January 13, 2025
- South Central Sealing, LLC - \$230,370.40, with a start date of January 10, 2025
- APAC-Kansas, Inc. - \$231,274.50, with a start date of January 15, 2025

The Engineer's Estimate for the project is \$274,947.50. Sub-Grade Preparation Alternates were also requested, however, none of the bids for these alternates were less than the base bid for any of the bidders.

Funds for this project will come from the Park Department CIP. The Park Department budgeted \$275,000 for the project.

City Commission Options:

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

Financial Considerations: Bid amount is \$186,289.32.
Amount: \$186,289.32

Fund: Park Department

Budgeted Expense Grant Bonds Other

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

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

Attachments: Bid Tab

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 18, 2024
Subject: Summerlon Addition Phase VIII
Agenda Item: New Business

Purpose: The applicant wishes to plat this property, zoned R-1 Residential Low Density, in order to sell a portion of the property.

Recommendation: It is City Staff's recommendation to approve this plat. On November 12, 2024, the Planning Commission reviewed and voted 4-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: The applicant, James Coffin, is wanting to sell off a portion of the property and will need to have the property replatted in order to do so. This plat consists of 2 lots.

City Commission Options:

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

Financial Considerations: None

Legal Considerations: None

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

Attachments: Plat Application, Plat, Map

Approved for the Agenda by:

Josh Adams, Development Services Director



Case No. 24-15

Date Filed 11/5/24

Application for Plat Approval

Name of Subdivision Summerlan Addition, Phase VIII

General Location 1104 Summerlan Ridge

Name of Property Owner James Coffin Phone 316-570-1345

Address 1104 Summerlan Ridge, Dodge City, KS 67801

Name of Agent _____ Phone _____

Address _____

Name of Surveyor SMH Consultants Phone 620-255-1952

Address 707 3rd Ave, Ste. A, Dodge City, KS 67801

Subdivision Information:

A. Gross Acreage of Plat 0.14 (Ac.)

B. Number of Lots:

1. Residential X

2. Commercial _____

3. Industrial _____

4. Other _____

C. Minimum Lot Frontage 54'

D. Minimum Lot Area 2665 sq (Duplex Units)

E. Existing Zoning R1

F. Proposed Zoning N/A

G. Public Water Supply Yes X No _____

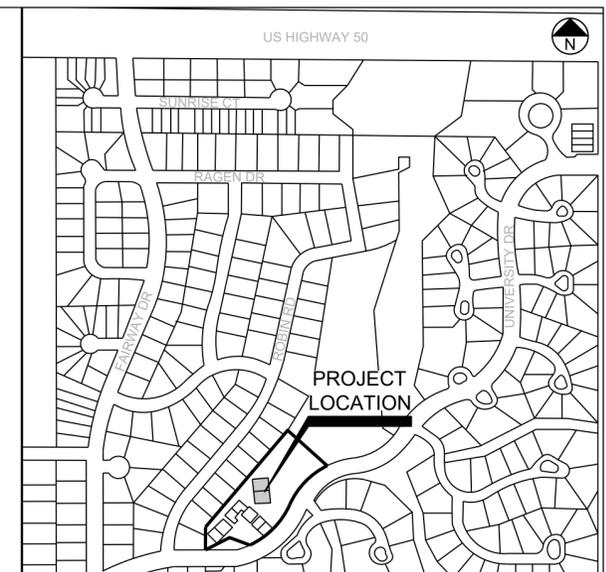
H. Public Sanitary Sewers Yes X No _____

Office Use Only:

Received in the office of the Zoning Administrator on Nov. 5, 2024, together with the appropriate fee of \$ 50.00

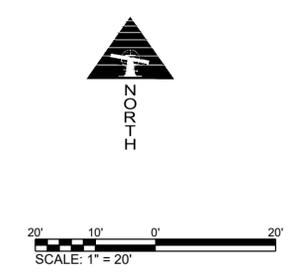
[Signature] Planning + Zoning Admin
Name and Title

SITE DETAIL 1"=100'



VICINITY MAP (NOT TO SCALE)

Notes:
 No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.
 No gaps or overlaps exist.
 There are no lines of possession that affect this survey.
 Parent tract is recorded in Book D: B: 255, Page 331 & 403, Register of Deeds Office, Ford County, Kansas.
 All building setback requirements shall be determined by the zoning district, unless otherwise noted.
 Zoning: "R1"
 Closure for Lot 1 description is 4720106' over 268.107' for a ratio of 1:1,000,000 or better.
 Closure for Lot 2 description is 749854' over 232.999' for a ratio of 1:1,000,000 or better.



LEGEND

- Monument Found (As Noted),
Origin: [Summerlton Phase I, Dated: May 1995]
- 1/2"x24" Rebar w/CLS66 Cap Set
- Assumed Bearing
- (P) Plat Dimension
- (S) Surveyed Dimension
- (TS) Taylor & Associates, Inc. Surveyed Dimension
(Dated: Oct. 2007)
- B.S. Building Setback
- U.E. Utility Easement
- Reverted Common Area Hatch
- Common Area Hatch

Final Plat
**SUMMERLON ADDITION,
 PHASE VIII**

A Replat of Part of Lot 1, Summerlton Add.,
 Phase I, AND, Unit No 4, Summerlton Place
 Planned Dev. District, Replatted to 4A & 4B,
 Dodge City, Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
 www.smhconsultants.com
 Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By: RJC Project #2409-0333 TDS #98

OCTOBER 2024

OWNERS CERTIFICATE:

THE UNDERSIGNED, JUSTIN SHADDIX, RJCH RENTALS, LLC, HEREBY CERTIFIES THAT HE IS A MEMBER OF RJCH RENTALS, LLC, AND IS DULY AUTHORIZED AS AN AGENT FOR RJCH RENTALS, LLC, AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "SUMMERLON ADDITION, PHASE VIII" AN ADDITION TO FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

ORIGINALLY PLATTED AS LOT 1, SUMMERLON ADDITION, PHASE I, RECORDED MAY 1995 AT PLAT BOOK D, PAGE 227-228, AND THEN REPLATTED TO UNIT NO 4, SUMMERLON PLACE PLANNED DEVELOPMENT DISTRICT, RECORDED MAY 1995 AT PLAT BOOK D, PAGE 221-226.

BELOW DEED DESCRIPTIONS CAME FROM A PLAT SPLITTING UNIT NO 4 INTO 4A & 4B, RECORDED AT BOOK 255, PAGE 331.

DEED DESCRIPTION:

UNIT 4A BEING A PART OF LOT 1, BLOCK 1, SUMMERLON PHASE 1, FORD COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT "C", BLOCK 1, SUMMERLON PHASE 1; THENCE NORTH 9 DEGREES 40 MINUTES 02 SECONDS EAST A DISTANCE OF 210.53 FEET TO THE SOUTHWEST CORNER OF UNIT 4A, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 6 DEGREES 28 MINUTES 06 SECONDS, WEST A DISTANCE OF 54.00 FEET TO A POINT, SAID POINT BEING THE WEST END POINT OF LINE DELINEATING A COMMON WALL BETWEEN UNIT 4A AND UNIT 4B, THENCE NORTH 83 DEGREES 31 MINUTES 54 SECONDS EAST ALONG SAID COMMON WALL A DISTANCE OF 37.95 FEET; THENCE SOUTH 6 DEGREES 27 55 SECONDS EAST A DISTANCE OF 12.69 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 05 SECONDS EAST A DISTANCE OF 5.60 FEET; THENCE SOUTH 6 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 50 DEGREES 53 MINUTES 46 SECONDS EAST A DISTANCE OF 22.60 FEET; THENCE SOUTH 39 DEGREES 06 MINUTES 14 SECONDS WEST A DISTANCE OF 23.86 FEET; THENCE NORTH 50 DEGREES 53 MINUTES 46 SECONDS WEST A DISTANCE OF 25.20 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 16 SECONDS WEST A DISTANCE OF 3.60 FEET; THENCE SOUTH 5 41 MINUTES 08 SECONDS EAST A DISTANCE OF 6.50 FEET; THENCE SOUTH 83 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC, WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS _____ DAY OF _____, 2024.

RJCH RENTALS, LLC

JUSTIN SHADDIX

NOTARY PUBLIC CERTIFICATE

STATE OF KANSAS)
COUNTY OF FORD) SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

OWNERS CERTIFICATE:

THE UNDERSIGNED, JAMES A. & MARIE A. COFFIN, HEREBY CERTIFIES THAT THEY ARE THE OWNERS, AND HAVE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "FINAL PLAT OF SUMMERLON ADDITION, PHASE VIII" AN ADDITION TO FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

ORIGINALLY PLATTED AS LOT 1, SUMMERLON ADDITION, PHASE I, RECORDED MAY 1995 AT PLAT BOOK D, PAGE 227-228, AND THEN REPLATTED TO UNIT NO 4, SUMMERLON PLACE PLANNED DEVELOPMENT DISTRICT, RECORDED MAY 1995 AT PLAT BOOK D, PAGE 221-226.

BELOW DEED DESCRIPTIONS CAME FROM A PLAT SPLITTING UNIT NO 4 INTO 4A & 4B, RECORDED AT BOOK 255, PAGE 403.

DEED DESCRIPTION:

UNIT NO. FOUR (4), SUMMERLON PLACE PLANNED DEVELOPMENT DISTRICT AND AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AND FACILITIES THEREOF, LOCATED IN A PORTION OF LOT ONE (1), BLOCK ONE (1), SUMMERLON PHASE I SUBDIVISION, DODGE CITY, FORD COUNTY, KANSAS (A/K/A 1106 SUMMERLON RIDGE); EXCEPT UNIT 4A BEING PART OF LOT 1, BLOCK 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT C, BLOCK 1, SUMMERLON PHASE 1; THENCE N9°40'02"E A DISTANCE OF 210.53 FEET TO THE SOUTHWEST CORNER OF UNIT 4A, SAID POINT ALSO BEING THE POB; THENCE N6°28'06"W A DISTANCE OF 54.00 FEET TO A POINT ON THE WEST END POINT OF A LINE DELINEATING A COMMON WALL BETWEEN UNIT 4A AND UNIT 4B; THENCE N83°31'54"E ALONG SAID COMMON WALL A DISTANCE OF 37.95 FEET; THENCE S6°27'55"E A DISTANCE OF 12.69 FEET; THENCE N83°32'05"E A DISTANCE OF 5.60 FEET; THENCE S6°27'55"E A DISTANCE OF 20.00 FEET; THENCE S50°53'46"E A DISTANCE OF 22.60 FEET; THENCE S39°06'14"W A DISTANCE OF 23.86 FEET; THENCE N50°53'46"W A DISTANCE OF 25.20 FEET; THENCE S84°06'16"W A DISTANCE OF 3.60 FEET; THENCE S5°41'08"E A DISTANCE OF 6.50 FEET; THENCE S83°31'54"W A DISTANCE 21.00 FEET TO THE POB (A/K/A 1104 SUMMERLON RIDGE).

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC, WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS _____ DAY OF _____, 2024.

JAMES A. COFFIN

MARIE A. COFFIN

NOTARY PUBLIC CERTIFICATE

STATE OF KANSAS)
COUNTY OF FORD) SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "FINAL PLAT SUMMERLON ADDITION, PHASE VIII" HAS BEEN SUBMITTED TO AND

APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2024.

CHAIRMAN, TIM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FORD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2023 AT _____ O'CLOCK ____M. IN CABINET/SLIDE # _____, DOC ID # _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

SEE TOTAL: _____

CERTIFICATION BY REVIEW SURVEYOR

STATE OF KANSAS)
COUNTY OF FORD) SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2024 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

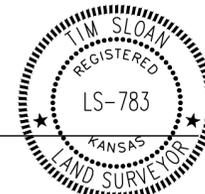
I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE FINAL PLAT OF "SUMMERLON ADDITION, PHASE VIII", AN ADDITION TO FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2024, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

UNIT 4A BEING A PART OF LOT 1, BLOCK 1, SUMMERLON PHASE 1, FORD COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT "C", BLOCK 1, SUMMERLON PHASE 1; THENCE NORTH 9 DEGREES 40 MINUTES 02 SECONDS EAST A DISTANCE OF 210.53 FEET TO THE SOUTHWEST CORNER OF UNIT 4A, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 6 DEGREES 28 MINUTES 06 SECONDS, WEST A DISTANCE OF 54.00 FEET TO A POINT, SAID POINT BEING THE WEST END POINT OF LINE DELINEATING A COMMON WALL BETWEEN UNIT 4A AND UNIT 4B, THENCE NORTH 83 DEGREES 31 MINUTES 54 SECONDS EAST ALONG SAID COMMON WALL A DISTANCE OF 37.95 FEET; THENCE SOUTH 6 DEGREES 27 55 SECONDS EAST A DISTANCE OF 12.69 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 05 SECONDS EAST A DISTANCE OF 5.60 FEET; THENCE SOUTH 6 DEGREES 27 MINUTES 55 SECONDS EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 50 DEGREES 53 MINUTES 46 SECONDS EAST A DISTANCE OF 22.60 FEET; THENCE SOUTH 39 DEGREES 06 MINUTES 14 SECONDS WEST A DISTANCE OF 23.86 FEET; THENCE NORTH 50 DEGREES 53 MINUTES 46 SECONDS WEST A DISTANCE OF 25.20 FEET; THENCE SOUTH 84 DEGREES 06 MINUTES 16 SECONDS WEST A DISTANCE OF 3.60 FEET; THENCE SOUTH 5 41 MINUTES 08 SECONDS EAST A DISTANCE OF 6.50 FEET; THENCE SOUTH 83 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

AND

UNIT NO. FOUR (4), SUMMERLON PLACE PLANNED DEVELOPMENT DISTRICT AND AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AND FACILITIES THEREOF, LOCATED IN A PORTION OF LOT ONE (1), BLOCK ONE (1), SUMMERLON PHASE I SUBDIVISION, DODGE CITY, FORD COUNTY, KANSAS (A/K/A 1106 SUMMERLON RIDGE); EXCEPT UNIT 4A BEING PART OF LOT 1, BLOCK 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT C, BLOCK 1, SUMMERLON PHASE 1; THENCE N9°40'02"E A DISTANCE OF 210.53 FEET TO THE SOUTHWEST CORNER OF UNIT 4A, SAID POINT ALSO BEING THE POB; THENCE N6°28'06"W A DISTANCE OF 54.00 FEET TO A POINT ON THE WEST END POINT OF A LINE DELINEATING A COMMON WALL BETWEEN UNIT 4A AND UNIT 4B; THENCE N83°31'54"E ALONG SAID COMMON WALL A DISTANCE OF 37.95 FEET; THENCE S6°27'55"E A DISTANCE OF 12.69 FEET; THENCE N83°32'05"E A DISTANCE OF 5.60 FEET; THENCE S6°27'55"E A DISTANCE OF 20.00 FEET; THENCE S50°53'46"E A DISTANCE OF 22.60 FEET; THENCE S39°06'14"W A DISTANCE OF 23.86 FEET; THENCE N50°53'46"W A DISTANCE OF 25.20 FEET; THENCE S84°06'16"W A DISTANCE OF 3.60 FEET; THENCE S5°41'08"E A DISTANCE OF 6.50 FEET; THENCE S83°31'54"W A DISTANCE 21.00 FEET TO THE POB (A/K/A 1104 SUMMERLON RIDGE).



TIM SLOAN, P.S.
VICE-PRESIDENT

COUNTY ATTORNEY'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF FORD) SS

THIS DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE COUNTY ATTORNEY OF FORD COUNTY, KANSAS ON THIS _____ DAY OF _____, 2024.

KEVIN B SALZMAN, COUNTY ATTORNEY

Final Plat SUMMERLON ADDITION, PHASE VIII

A Replat of Part of Lot 1, Summerlon Add., Phase I, AND, Unit No 4, Summerlon Place Planned Dev. District, Replatted to 4A & 4B, Dodge City, Ford County, Kansas



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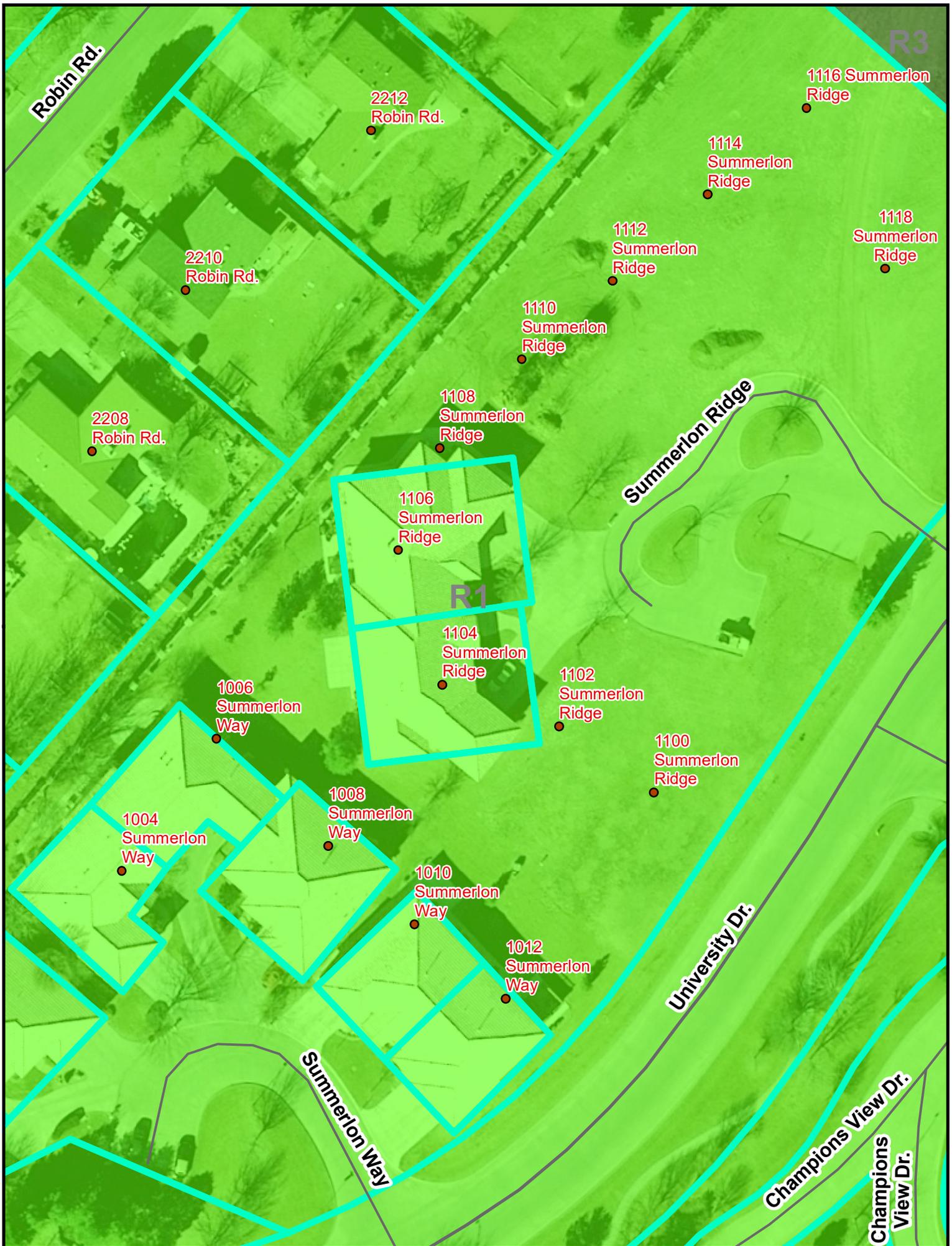
OCTOBER 2024

SURVEYOR:

SMH Consultants
Tim Sloan, P.S., Vice-President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541
707 3rd Avenue, Suite A,
Dodge City, Kansas 67801
PH: 620-255-1952

OWNER and SUB-DIVIDER:

Summerlon, Inc.
1902 Hi Street
Dodge City, Kansas 67801
Contact: Greg Gaskill



Robin Rd.

R3

2212 Robin Rd.

1116 Summerlon Ridge

2210 Robin Rd.

1114 Summerlon Ridge

1112 Summerlon Ridge

1118 Summerlon Ridge

2208 Robin Rd.

1110 Summerlon Ridge

1108 Summerlon Ridge

Summerlon Ridge

1106 Summerlon Ridge

R1

1104 Summerlon Ridge

1102 Summerlon Ridge

1006 Summerlon Way

1100 Summerlon Ridge

1004 Summerlon Way

1008 Summerlon Way

1010 Summerlon Way

1012 Summerlon Way

University Dr.

Summerlon Way

Champions View Dr.

Champions View Dr.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: November 18, 2024
Subject: Approve Proposal from Braun Intertec Corporation for a Geotechnical Evaluation of Anaerobic #4 Failure, SS 2101
Agenda Item: New Business

Purpose: Complete the Geotechnical Evaluation of Anaerobic #4 to help determine the cause of the failure.

Recommendation: Approve the proposal from Braun Intertec Corp., for the geotechnical evaluation of Anaerobic #4 in the amount of \$190,657.00.

Background: In late July, while leak testing of Anaerobic #4 was taking place a section of Anaerobic #4 failed. This resulted in a wash out of the compacted fill material under Anaerobic #4.

Since that time the City has been consulting with several companies to determine how, what, and where the existing structure(s) should be tested to determine the extent of the damage. The City was pointed towards GeoStabilization International (GSI) who is familiar with failures of this type. GSI provided the City with a seven-step approach (tasks) to determine the extent of the damage and possible repair measures. However, GSI will only observe the tasks and review the data to determine a possible repair. GSI provided the City with several companies who could perform the tasks and gather the necessary data. The City reached out to 3 of these companies. We didn't hear back from one, one decided not to pursue the project, and Braun Intertec reached out with some additional questions. The necessary information was provided, and Braun Intertec provided the proposal up for approval tonight.

Braun Intertec would be able to start their investigation in approximately 2 weeks after approval of the proposal.

City Commission Options:

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

Financial Considerations:

Amount: \$190,657.00

Fund: Wastewater Treatment Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this proposal, the City will need to make payments to Bruan Intertec for the work completed.

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

Attachments: Braun Intertec Proposal

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services

October 29, 2024

Proposal QTB205673

Ray Slattery, PE
City of Dodge City, Kansas
c/o Mr. Nathaniel Martens
Fleeson, Gooing, Coulson & Kitch L.L.C.
1900 Epic Center
301 N Main
Wichita, Kansas 67202

Re: Proposal for a Geotechnical Evaluation
Wastewater Treatment Plant Expansion Anaerobic Cell No. 4 Failure
Dodge City, Kansas

Dear Mr. Martens:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation to investigate the possible cause(s) and repair options for Anaerobic Cell No. 4 and Aerobic Cell No. 4, which were recently constructed as part of an expansion to the wastewater treatment plant (WWTP) located southwest of the intersection of Warrior Road and U.S. Highway 283 in Dodge City, Kansas. Our proposal includes a summary of our understanding of the project, the scope of services we will provide, an estimate of our fees and schedule, and a request for authorization.

Project Information

Based on our communications, we understand that an expansion of the Dodge City WWTP was under construction, including aerobic and anaerobic cells. The anaerobic cell experienced a failure during a leak test being performed before the cell was put into operation. We understand that the cell was about two-thirds full of water at the time of failure, with several million gallons of water flowing through a concrete liner near the northeast cell corner, with the water flowing under the anaerobic cell to the northeast. The loss of water through the system caused the apparent transport of subgrade soils, resulting in the development of a void below the concrete liner, with the concrete liner collapsing into a void near the northeast corner of the cell. We understand the void was measured to be up to 14 feet deep. We further understand that other areas of the concrete liner have experienced distress, especially along the approximate alignment of a previously abandoned gas pipe. Water was observed flowing out from an embankment northwest of the anaerobic cell near the end of that abandoned gas pipe alignment. The locations of the failure in the cell and exit point of the water are illustrated in Figure 1.

Purpose

The purpose of our geotechnical evaluation will be to review project documents, perform site reconnaissance, characterize subsurface geologic conditions using a combination of geophysical techniques and drilling borings at selected exploration locations, and based on those findings provide possible cause(s) of the failure and repair options.

Scope of Services

Based on our current project understanding, we propose the following tasks to help achieve the stated purpose. However, we anticipate that our evaluation will be performed in phases, and we may recommend changes or additional items as the project proceeds. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services. Our scope of services does not include any environmental assessment or investigation for the presence of hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around this site.

Task 1 – Site Reconnaissance

Braun Intertec representatives will perform a site visit to observe existing site conditions, taking photographs to document the condition. Based on our observations, we will evaluate if the scope of services described herein should be revised. If we deem changes are necessary, we will submit a Change Order summarizing the anticipated additional effort and the associated cost for your review and authorization.

Task 2 – Project Document Review

We will conduct a review of project documents to be provided by the City of Dodge City, which should include project drawings and specifications, third-party observation and testing reports, site photos taken during construction, construction schedule, and any other relevant documents for the project, including documentation related to the failure.

Task 3 – Subsurface Investigation

Our proposed subsurface exploration will be performed in two phases, an initial geophysical survey followed by the drilling borings and excavation of test pits at locations to be determined after reviewing the geophysical survey results.

Task 3.1 – GPR Survey and Liner Sounding

We will retain Olson Engineering (Olson) to perform a GPR survey of the anaerobic and aerobic cell floors and side walls. The purpose of the GPR survey is to identify the location and extent of voids below the slab. However, the depth of voids below the slab cannot be determined from the GPR survey.

Olson will mobilize two teams to the site, working together to utilize ropes to pull equipment across the cells where larger voids are suspected. When scanning safe areas, the two teams will work independently and simultaneously when scanning lower-risk areas. The fee estimate is based on the GPR survey requiring up to five days to complete. If the GPR fieldwork takes longer, we will submit a Change Order for the additional costs.

Upon completion of the GPR survey, Olson will evaluate the collected data and prepare a report presenting the findings. The report will be available within two weeks after completion of fieldwork. In addition to the GPR survey, a Braun Intertec engineer will drag chains across both cells to “sound” the concrete liner to identify areas with potential voids. Areas with suspected voids will be marked with paint.

Task 3.2 – Borings

We plan to retain Professional Engineering Consultants (PEC) to drill borings under the direction of a Braun Intertec engineer. Prior to drilling, PEC will contact Kansas State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

PEC will perform the borings using an all-terrain vehicle (ATV) rotary drill rig. A portion of a concrete wall must be removed to provide drill rig access to the cell floor. Our budget includes retaining UCI Industrial Construction Services to remove an approximately 11-foot-wide section of the concrete wall. Our scope and fee do not include wall reconstruction.

We will select boring locations based on the GPR survey and sounding results. We will record coordinates and ground surface elevations of the boring locations using GPS equipment having horizontal and vertical accuracies of about 3 feet and 1/2 foot, respectively.

We anticipate borings will have planned depths ranging from 10 to 30 feet below existing grades. We will sample the soil using a combination of Shelby tube (ASTM D1587) and split-barrel (ASTM D1586) sampling procures, obtaining continuous samples to a depth of 10 feet, one sample every 2 1/2 feet to a depth of 20 feet, and one sample every 5 feet thereafter. We will also observe auger cuttings between sampling depths. For estimating purposes, we estimated drilling will take up to 5 days to complete.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will leave the boreholes open until we complete our fieldwork and perform groundwater level rechecks prior to leaving the site.

We will backfill our exploration locations immediately after performing groundwater level rechecks with grout. Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings onsite. If we cannot thin-spread cuttings, we can put them in a container and provide off-site disposal for an additional fee.

Task 3.3 – Test Pit Excavations

In addition to the borings, we will observe the excavation of test pits at to-be-determined locations. We will have an engineer on-site during excavation to log the soil conditions encountered in the sidewalls and to collect samples for laboratory testing. If groundwater enters the excavation, we will record the observed depth. Immediately upon completion, the contractor will backfill each test pit with spoils from the excavation in the approximate order they removed the material.

Task 4 – Laboratory Testing

We will return the recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary for our analyses, we have budgeted to perform the laboratory tests summarized in Table 1.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method
Moisture content	120	D2216
Unit weight	60	D7263
Unconfined compression on soil	20	D2166
Atterberg limits	24	D4318
Sieve-hydrometer analysis	12	D422
Percent passing #200 sieve	12	D1140
Standard Proctor	4	D698
Permeability	6	D1883
Pinhole Dispersion	4	D4647
Crumb Tests	12	D6572

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses and Report Preparation

We will use data obtained from the subsurface exploration and laboratory tests, along with the provided project documents, to evaluate the subsurface profile, evaluate possible cause(s) of the failure, and

provide repair/reconstruction recommendations. We will prepare a report by, or under the supervision of a Kansas Professional Engineer that will include the following items.

- GPR Survey Report
- A CAD sketch showing the exploration locations.
- Logs of the borings and test pits describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion of possible cause(s) to the cell failure.
- Recommendations for remediation and/or reconstruction of the cell.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Services to be Performed by Others

- Sweeping and cleaning of Anaerobic Cell No. 4 prior to mobilization of GPR and sounding equipment.
- Field marking of the approximate centerline of the abandoned gas line trench across both the aerobic and anaerobic cells.
- Perform lidar mapping of the cells using the same equipment and flight parameters/controls as performed immediately after the completion of concrete work and before cell failure.

Schedule

We anticipate performing our work according to the following schedule.

- Site Reconnaissance – within about 2 weeks following receipt of written authorization
- GPR Survey and Liner Sounding – within about 3 weeks following receipt of written authorization, requiring approximately 5 days to complete
- GPR Survey Report – provided within about 2 weeks following completion of the fieldwork
- Drilling and Test Pit Excavation – within about 2 weeks following review of project documents and GPR survey report
- Classification and laboratory testing – within 1 to 2 weeks after completion of drilling

- Preliminary results – as documents are reviewed and fieldwork progresses
- Draft report submittal – within about 3 to 4 weeks following completion of the field investigation
- Final report submittal – within 5 days of receiving comments on the draft report

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$190,657. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work will extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

If we recommend changes in our scope of services based on our review of project documents and/or findings during our investigation, we will charge for the additional time and materials spent on the project (in excess of our budget) at the rates indicated in the attached Proposal Quotation. We will request authorization for additional fee through a Change Order prior to commencing with the additional services.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Jeff Hoffman at 913.638.7074 or jhoffman@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Jeffrey G. Hoffman, PE
Associate Director, Senior Engineer



Roch Player
Vice President, Technical Practice

Attachments:
Project Proposal
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Client: City of Dodge City Kansas Ray Slattery 100 Chaffin Dodge City, KS 67801	Work Site Address: Warrior Road and US Highway 283 Dodge City, KS 67801	Service Description: Geotechnical Evaluation
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	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Site Reconnaissance				\$11,155.00
126	Project Engineer	26.00	Hour	160.00	\$4,160.00
226	Project Manager	1.00	Hour	135.00	\$135.00
128	Senior Engineer	24.00	Hour	200.00	\$4,800.00
130	Principal Engineer	4.00	Hour	275.00	\$1,100.00
1661	Vehicle mileage, per mile	700.00	Each	0.80	\$560.00
1863	Per diem	2.00	Each	200.00	\$400.00
Activity 1.2	Project Document Review				\$9,535.00
126	Project Engineer	30.00	Hour	160.00	\$4,800.00
226	Project Manager	1.00	Hour	135.00	\$135.00
128	Senior Engineer	12.00	Hour	200.00	\$2,400.00
130	Principal Engineer	8.00	Hour	275.00	\$2,200.00
Activity 1.3	Subsurface Exploration				\$130,002.00
126	Project Engineer	126.00	Hour	160.00	\$20,160.00
128	Senior Engineer	10.00	Hour	200.00	\$2,000.00
130	Principal Engineer	4.00	Hour	275.00	\$1,100.00
1661	Vehicle mileage, per mile	1,640.00	Each	0.80	\$1,312.00
5904	Trimble Catalyst GPS, per hour	8.00	Each	60.00	\$480.00
1863	Per diem	10.00	Each	200.00	\$2,000.00
SUB	Subcontractor - Drilling	1.00	Each	25,950.00	\$25,950.00
SUB	Subcontractor - Olson GPR Survey	1.00	Each	60,500.00	\$60,500.00
SUB	Subcontractor - Wall Demo	1.00	Each	11,000.00	\$11,000.00
SUB	Subcontractor - Excavator	1.00	Each	5,500.00	\$5,500.00
Activity 1.4	Laboratory Testing				\$17,770.00
1166	Loss by Washing Through #200 Sieve, per sample	12.00	Each	120.00	\$1,440.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	24.00	Each	120.00	\$2,880.00
1152	Moisture content, per sample	120.00	Each	15.00	\$1,800.00
1154	Density of Soil Specimens, per sample	60.00	Each	25.00	\$1,500.00
1186	Unconfined Compression, per sample	20.00	Each	75.00	\$1,500.00
1172	Hydrometer - Sieve Analysis, per sample	12.00	Each	150.00	\$1,800.00
1318	Moisture Density Relationship (Standard), per sample	4.00	Each	225.00	\$900.00
1183	Falling Head Permeability, undisturbed, per sample	3.00	Each	700.00	\$2,100.00
1185	Falling Head Permeability, remolded (ASTM D 5084), per sample	3.00	Each	850.00	\$2,550.00
5258	Crumb dispersion (ASTM D 6572), each	12.00	Each	50.00	\$600.00

Project Proposal

QTB205673

Wastewater Treatment Plant Expansion Anaerobic Cell 4

5259	Pinhole dispersion (ASTM D 4647)	4.00	Each	175.00	\$700.00
Activity 1.5	Engineering, Reporting, and Meetings				\$22,195.00
138	Project Assistant	14.00	Hour	70.00	\$980.00
371	GIS/CAD Specialist II	8.00	Hour	120.00	\$960.00
126	Project Engineer	64.00	Hour	160.00	\$10,240.00
226	Project Manager	4.00	Hour	135.00	\$540.00
128	Senior Engineer	24.00	Hour	200.00	\$4,800.00
130	Principal Engineer	17.00	Hour	275.00	\$4,675.00
Phase 1 Total:					\$190,657.00

Proposal Total:	\$190,657.00
------------------------	---------------------

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Memorandum

To: Nick Hernandez, City Manager & City Commission
From: Kevin Israel, Director of Construction and Facilities
Date: November 18, 2024
Subject: Public Transportation Local Match Grant Letters
Agenda Item: New Business

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

1. U.S.C. 49-5311 Public Transportation Operating Grant in the amount of \$566,812.00 which includes \$38,800 for administration. \$41,000 for replacement of 1 vehicle and \$84,965 for dispatch services.

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

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

Justification: Last fiscal year, the Dodge City Public Transportation provided 31,413 rides with both Fixed Route and Para transit/Demand Response service. We expect that the Fixed Route and Paratransit services will continue to remain steady and build ridership as we continue to grow. The transportation services are very much appreciated by our vulnerable community and non-profit organizations that serve them.

Financial Considerations: Changes to the level of funding requested are in wages portion of operations and capital for a transportation vehicle. Our administrative budget and dispatch match remains steady with no significant changes. For this grant cycle staff recommends Dodge City commit to meeting the local match costs associated with this important public service. The letters of financial commitment required for the 5311-grant application are as follows:

- U.S.C. 49-5311 Public Transportation Grant:
 - o Operations (50%) \$402,047
 - o Capital (20%) \$41,000
 - o Dispatch \$84,965
 - o Administration (20%) \$38,800
 - o **TOTAL** **\$566,812**

The commitment letters are required to include a 50% local match of the Federal transportation funds for Operations and Dispatch for which the City is applying. Historically KDOT has supplemented the Federal funds and for this grant cycle we anticipate State funding of an additional 20%. With State funding, the net City obligation will be \$405,992 which is budgeted in the General Fund and in MERF for 2025.

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

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

Attachment: Program budget document
 Local Match Letter
 Finney County Dispatch Agreement

SFY 2025 Public Transportation Budget 5311 and 5317
July 1, 2025 - June 30, 2026

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch		
Section L. Operating Assistance Budget						
1.	Personnel – Driver (Paid)					
	Regular PT	190,000	190,000			
	Mechanic FT	25,000	25,000			
	Health Insurance	46,314	46,314			
	FICA/KPERS	37,733	37,733			
	Workers Compensartion Insurance	12,000	12,000			
	Total Personnel	311,047	311,047			
2.	Vehicle Insurance	2,500	2,500			
3.	Advertising (includes marketing materials)	3,000	3,000			
4.	Fuel	55,000	55,000			
5.	Maintenance, Repair, Lubrication, Parts, Labor, Tires	40,000	40,000			
6.	Storage (Paid)					
7.	Contract Services (Specify name & reason)*					
8.	Communications/Phone	1,000	1,000			
9.	Other (Must specify each item)					
	9a FCT Dispatching Contract			74,965		
10.	Licenses & Registration	500	500			
11.	KPTA/CTD Membership Dues	100	100			
12.	KPTA Annual Meeting Expenses	700	700			
13.	RTAP Driver Training	1,000	1,000			
14.	RTAP Manager Training	700	700			
15.	KCC Registration Fee	0	0			
16.	DOT Driver's Physical	1,500	1,500			
17.	Total Operating Expenses (Add #1 through #16)	417,047	417,047	74,965		
18.	Comments and Explanations of line items above					
19.	Project Income - Fares	15,000	15,000			
20.	Net Operating Cost (Line #17 - #19)	402,047	402,047	74,965		
21.	5311 Reimbursement Request (50% of Line 20)	201,023	201,023			

SFY 2025 Public Transportation Budget 5311 and 5317
July 1, 2025 - June 30, 2026

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch
Operating/Dispatch Local Match Letters				
22.	5311 Operating/Dispatch Local Match Letter (50%)	201,023	201,023	
Section K - Capital Assistance Budget				
	12 Passenger Transitbus	200,000	0	
4.	Total Capital with 2.5% contingency	5,000	0	
5.	Capital Reimbursement Request (80%)	164,000	0	
6.	Capital Local Match Letter (20%)	41,000	0	
Section M - Administrative Assistance Budget				
24.	Administrative Personnel			
	Transportation Supervisor	35,000	35,000	
	Clerical Support	26,400	26,400	
	Health Insurance	15,000	15,000	
	FICA/KPERS	10,776	10,776	
	Total Administrative Personnel	87,176	87,176	
25.	Building Insurance	2,500	2,500	
26.	Office Supplies	2,500	2,500	
27.	Postage	200	200	
28.	Building Maintenance (must specify)	600	600	
29.	Utilities	2,500	2,500	
30.	Contract Services - Specify name and reason (must attach copy of contract)			
31.	Pre-Employment Drug Testing	1,000	1,000	
32.	Other (must specify each item)			
	Admin to FCT			10,000
33.	Uniforms	500	500	
34.	Agency Audit			
35.	Total Administrative Expenses	96,976	96,976	10,000
36.	List any general comments and explanations of line items above			
37.	Administration Reimbursement Request (80%)	77,580	77,580	
38.	Administration Local Match Letter (20%)	19,400	19,400	10,000

SFY 2025 Public Transportation Budget 5311 and 5317
July 1, 2025 - June 30, 2026

		DR/Paratransit (3 buses)	Fixed Route (4 buses)	Finney County Dispatch	
SUMMARY (unreimbursed expense)					Total
5311 Operating (50%)		201,023	201,023		402,047
5311 Capital (20%)		41,000	0		41,000
5311 Administration Assistance (20%)		19,400	19,400		38,800
5311 Dispatch (50%)				84,965	84,965
Match Letter Requirements		261,423	220,423	84,965	566,812
Local Match Letters					
Dodge City		261,423	220,423	84,965	566,812
Sources					
Anticipated KDOT Subsidy (20% Operating)		80,410	80,410		160,820
Dodge City					
General Fund		140,013	140,013	84,965	364,992
MERF			20,500		20,500



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

November 18, 2024

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

To whom it may concern:

We, the City Commission of Dodge City, KS, are writing a letter of commitment for local matching funds for General Public Transportation in the amount of \$566,812.00 from the General Fund and Motor Equipment Replacement Fund (MERF).

These funds will be available as needed during the 2025 state fiscal year.

Thank you for your support of our transportation program.

City of Dodge City
Dodge City, Kansas 67801

Chuck Taylor, Mayor



November 18, 2024

Kansas Department of Transportation
Application for Financial Assistance Transportation Programs
SFY 2024 – 07/01/2025 – 06/30/2026
U.S.C. 49-5311 Funding

The City of Dodge City commits to providing local matching funds in the amount of \$84,965 for the U.S.C. 49-5311 grant, subject to final budgetary approval. This amount is to be paid to Finney County Committee on Aging for dispatching services to be provided by Finney County Transit. These funds will be available by July 1, 2025. The City of Dodge City budgets on an annual basis.

Sincerely,

Nick Hernandez
City Manager

Date

