

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, January 6, 2025

7:00 p.m.

MEETING # 5300

CALL TO ORDER

ROLL CALL

ELECTION OF MAYOR AND VICE MAYOR

INVOCATION BY Pastor Kurt Larson, Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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, December 16, 2024.
2. Approval of Special City Commission Meeting Minutes, December 19, 2024.
3. Approval of Special City Commission Meeting Minutes, December 30, 2024.
4. Appropriation, Ordinance No. 1, January 6, 2024.
5. Cereal Malt Beverage License:
 - a. Walgreen Store, 1801 N. 14th Avenue
6. Approval of Payment for the Temporary Construction and Permanent Easements for Gunsmoke/Comanche Street Trail Extension.

ORDINANCES & RESOLUTIONS

Resolution No. 2025-01: A Resolution Amending Appendix A of the Dodge City Municipal Code Revising Fees and Rates for Mariah Hills Golf Course. Report by Parks Director, Daniel Cecil.

Resolution No. 2025-02: A Resolution of the City of Dodge City, Kansas, Authorizing the Preparation of Financial Statements and Financial Reports on the Basis of Cash Receipts and Disbursements. Report by Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Audit Engagement Letter with Kennedy McKee & Company for the Year Ending December 31, 2024. Report by Nicole May, Finance Director.
2. Approval of 2025 State/Federal Legislative Policy. Report by City Manager, Nick Hernandez.
3. Approval of Southwest Kansas Legislative Policy Agenda. Report by Report by City Manager, Nick Hernandez.
4. Approval of the Updated Employee Handbook. Report by City Manager, Nick Hernandez.
5. Approval of Bid for Beeson Park Splash Pad. Report by Daniel Cecil, Parks and Recreation Director.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, December 16, 2024

7:00 p.m.

MEETING # 5297

CALL TO ORDER

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

INVOCATION BY Pastor Steve Ormord of First Baptist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Chuck Taylor opened the public hearing on the (RHID) Reinvestment Housing Improvement District for Fifteenth Avenue Development. Mollea Wainscott introduced Omar Lopez and Mauricio of Oma Construction, the developers for this project. They will be building twenty-four houses. Omar thanked the city for all they have done to help with this project. There were no public comments. Mayor closed the public hearing.

APPROVAL OF AGENDA

Commissioner Daniel Pogue made a motion to approve the agenda as presented. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

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

Representatives from Victory Electric presented the City of Dodge City with a capital credit check in the amount of \$49,337 for the accounts they have with them. They thanked the city and staff for having a good working partnership on all the projects that they work on together.

Matt Cox of Building Solutions gave an update on the timelines of the Streetscape Project. Invited the commission and public to attend their weekly meetings that they have every Thursday morning at their downtown office.

There were a few citizens of Dodge City that shared their concerns about the MAR (Managed Aquifer Recharge project that the city has been looking into.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 2, 2024.
2. Appropriation, Ordinance No.24, December 16, 2024.
3. Cereal Malt Beverage License:
 - a. Murphy Oil USA, 1907 N. 14th Avenue.
 - b. Pizza Hut #035923, 110 Frontview.

(on file in city clerk's office)

Commissioner Michael Burns made a motion to approve the consent calendar as presented. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3824: An Ordinance annexing to the City of Dodge City the described property, in accordance with K.S.A. 12-520 and all amendments was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried unanimously.

Resolution No. 2024-24: A Resolution describing and defining the boundary of the City of Dodge City, Kansas was approved on a motion by Commissioner Daniel Pogue. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Jeff Reinert moved to approve the proposal from UCI in the amount of \$28,897 for the construction of a product compressor By-Pass to the Flar at the Biogas Plant. Commissioner Michael Burns seconded the motion. The motion carried unanimously.
2. Commissioner Michael Burns moved to table this action item until the next meeting on January 6, 2025 for the Task Order and Scope of Services with Burns & McDonnell Engineering Company, Inc. for the development of preliminary and detailed 100% design documents. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.
3. Commissioner Rick Sowers moved to adopt the recommendations of staff for the allocation of 2024 Special Alcohol and Drug Funds as presented. Commissioner Michael Burns seconded the motion. The motion carried unanimously.
4. Commissioner Rick Sowers moved to approve the quote from No Foam Systems in the amount of \$25,999.19 through a grant and expenditure from city funds in the amount of \$7,414.65 as requested for Aircraft Rescue and fire Fighting Safety Equipment (ARFF Measurement System. Commissioner Daniel Pogue seconded the motion. The motion carried unanimously.

5. Commissioner Jeff Reinert moved to approve the quote from R.E. Pedrotti in the amount of \$62,409 to purchase equipment to make repairs to the chlorine building. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

1. City Manager Nick Hernandez and City Attorney Paige Gilmore spoke on the changes of the Personnel Policies Manual. Adoption can be made at a later date to give the commission time to look through the manual.
2. City Manager Nick Hernandez stated that he has had conversations with Stan Herd and he has made a proposal to come back in and repaint the mural on the National Bank building sometime soon.

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk

CITY COMMISSION SPECIAL MEETING MINUTES

Commissioner Chambers
806 N. 2nd Avenue
Zoom Meeting
Thursday December 19, 2024
7:30 a.m.
MEETING #5298

CALL TO ORDER

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

NEW BUSINESS

1. Commissioner Michael Burns made a motion to approve the repainting of the Mural on the First National Bank by Stan Herd in the amount not to exceed 60, 000. Commissioner Daniel Pogue seconded the motion. The motion carried unanimously.

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk

CITY COMMISSION SPECIAL MEETING MINUTES

Commissioner Chambers
806 N. 2nd Avenue
Monday, December 30, 2024
7:30 a.m.
MEETING #5299

CALL TO ORDER

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

PUBLIC HEARING

Mayor Chuck Taylor opened the public hearing on the 2024 Budget Amendments. There were no public comments. Mayor closed the public hearing.

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the 2024 Budget Amendments. Commissioner Daniel Pogue seconded the motion. The motion carried 3 - 0.
2. Commissioner Daniel Pogue moved to approve the payout of PTO to City Employees who have balances in excess of the maximum balance allowed. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried 3 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: January 6, 2025
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 easement 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:

Micaela Alonzo Pastor and Santos Lucas Larios	\$500.00
TOTAL	\$500.00

Amount \$: 500.00

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: Signing the Contract for purchase of the Temporary Construction Easement

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 Easement (TCE) & TCE

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

TEMPORARY CONSTRUCTION EASEMENT

This indenture is hereby made and entered into this 17 day of December, 2024 (the "Effective Date") between Micaela Alonzo Pastor and Santos Lucas Larios, of the First Part and the City of Dodge City, Kansas, a municipal corporation, of Ford County, in the State of Kansas, of the Second Part:

WITNESSETH, that said party of the First Part, in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell, and convey unto said party of the Second Part, its successors and assigns, a TEMPORARY CONSTRUCTION EASEMENT (the "Easement") and right-of-way in, on over, upon, across, through, and under the real estate described on Exhibit A, attached hereto and incorporated herein, situated in Ford County, Kansas.

Said easement shall exist for a period of two (2) years from and after the Effective Date, and shall be for the purpose of use by the City, its representatives, agents, assigns and contractors, at their sole cost and expense, 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, street and utilities on the adjacent street right of way. The Temporary Construction Easement Area to be restored to the same or better condition as existed as of the Closing. Access to the remaining property shall remain open during the period of the Temporary Construction Easement.

(The balance of this page is left blank intentionally.)

IN WITNESS WHEREOF, the said party of the First Part does hereunto set its hand the day and year first above written.

BY: MICHAELA ALONZO
Micaela Alonzo Pastor

BY: SANTOS LUCAS
Santos Lucas Larios

ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF Ford, SS:

BE IT REMEMBERED, That on this 17 day of December, 2024, before me, the undersigned a notary public in and for the County and State aforesaid, came Micaela Alonzo Pastor and Santos Lucas Larios, and who is personally known to me to be the same person who executed the foregoing TEMPORARY CONSTRUCTION EASEMENT, and duly acknowledged his execution of the same on behalf of said corporation.

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



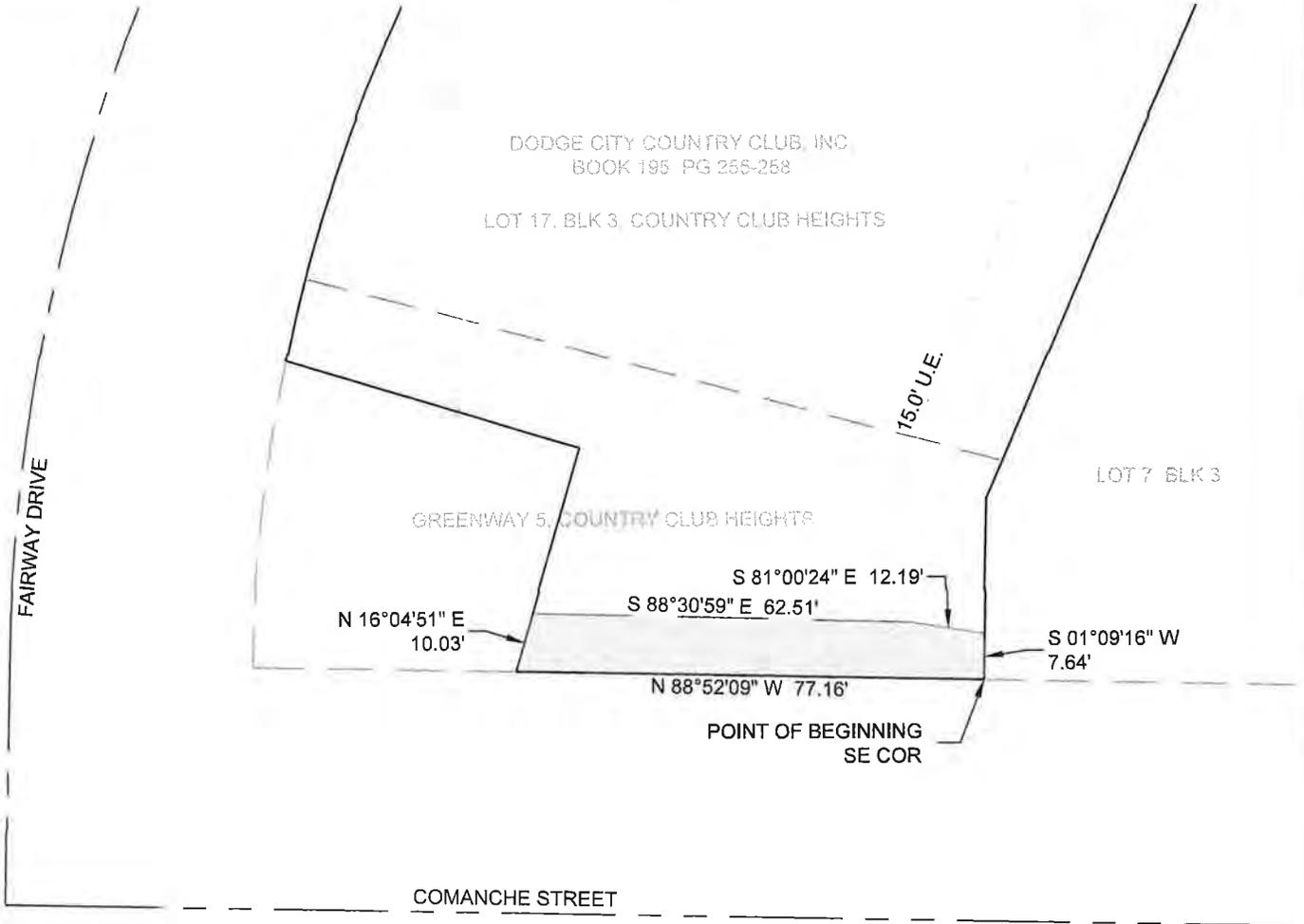
Victoria Balderaz
NOTARY PUBLIC

Victoria Balderaz
(printed name)

My appointment expires: 5/31/2027

EXHIBIT A

Comanche Trail, Dodge City, Kansas



LEGEND



Temporary Easement

30' 15' 0' 30'

SCALE: 1" = 30'



NORTH

NOTE:
THE PURPOSE OF THIS EXHIBIT IS ONLY FOR
THE REPRESENTATION OF THE PROPOSED
EASEMENTS SHOWN HERON. THIS EXHIBIT
DOES NOT CONSTITUTE A BOUNDARY SURVEY.

SMH CONSULTANTS

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

Exhibit #09T Drawn By: ASJ Project #2303-0089 TDS #96

SHEET 1 OF 2

EXHIBIT A

Comanche Trail, Dodge City, Kansas

DESCRIPTION:

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

Beginning at the Southeast Corner of Greenway 5, Block 3 of said Country Club Heights; thence
N 88°52'09" W 77.16 feet; thence
N 16°04'51" E 10.03 feet; thence
S 88°30'59" E 62.51 feet; thence
S 81°00'24" E 12.19 feet; thence
S 01°09'16" W 7.64 feet to the point of beginning, containing 709 square feet.
Tim Sloan, PLS 783, June 19, 2024.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan



Tim Sloan
Tim Sloan, P.S.
Vice-President

SMH CONSULTANTS

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Exhibit #09T Drawn By:ASJ Project #2303-0089 TDS #96

SHEET 2 OF 2

CONTRACT FOR PURCHASE OF INTERESTS IN REAL ESTATE

THIS CONTRACT is made and entered into this 17 day of December 2021, by and between the City of Dodge City, Kansas, a Municipal Corporation, hereinafter referred to as the "City" and Micaela Alonzo Pastor and Santos Lucas Larios, 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 5, Block 3, Country Club Heights, Dodge City, Ford County, Kansas described as follows:

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

N 88°52'09" W 77.16 feet; thence

N 16°04'51" E 10.03 feet; thence

S 88°30'59" E 62.51 feet; thence

S 81°00'24" E 12.19 feet; thence

S 01°09'16" W 7.64 feet to the point of beginning, containing 709 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 on the street adjacent thereto; 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 (\$500.00) rounded. The total purchase price is itemized, as follows: \$500.00 for acquisition of Temporary Construction Easement. 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 24th day of January, 2025, 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. 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:

BY: Micaela Alonzo
Micaela Alonzo Pastor

BY: Santos Lucas
Santos Lucas Larios

PURCHASER:

CITY OF DODGE CITY:

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Daniel Cecil, Parks and Recreation Director
CC: Chris Robinson, Golf Professional
Date: January 6, 2025
Subject: Mariah Hills Golf Course Fees
Agenda Item: Resolution No. 2025-01

Recommendation: Staff recommends the approval of Resolution No. 2025-01 for the proposed increases in green fees for Mariah Hills Golf Course.

Background: Rates and fees are reviewed every couple of years to ensure we are within the range that is being charged by municipal courses of similar size with similar offerings in the region. Fees were last reviewed in December of 2021. This change would affect 18-hole green fees, and how they are charged for weekday and weekend rates. This increase would take effect February 1, 2025.

When the rates were reviewed, it was found that Mariah Hills was at the low end of 18-hole green fees for golf courses in our area. Prices have also been steadily increasing across the country due to the recent resurgence in popularity that golf has received, allowing its participants to stay physically active while renewing a fondness for the sport. This rate increase reflects a fair value for the course and the service that is provided. The Golf Course Advisory Board recommended approval of the rate increases at their meeting on October 16, 2024.

City Commission Options:

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

Financial Considerations: The increase in greens fees would be \$4 for both weekday and weekend fees. Weekday fees would increase from \$22 to \$26 per round and weekend fees would increase from \$25 to \$29 per round. Based on 4,959 public rounds being played in 2024, we could expect increased revenues of \$19,836.00 for weekday and weekend fees. There would also be a \$3 per round increase in tournament green fees, increasing them from \$17 to \$20 per round. There were 4,642 tournament rounds played in 2024. That would create \$13,926 in additional revenue on tournament days. This totals \$33,762.00 in increased revenues for the course or roughly a 14% increase in revenue.

Legal Considerations: Legal staff has reviewed this resolution and has no concerns at this time.

Mission/Values: Adoption of Resolution 2025-01 meets the City's core value of ongoing improvement by providing variable and attractive price points for utilization of Mariah Hills Golf Course and strives to maximize revenue potential while utilizing the facility.

Attachments: Resolution 2025-01
Golf course rate survey and membership breakdown

A handwritten signature in cursive script, appearing to read "Daniel Cecil".

Approved for the Agenda by:
Daniel Cecil, Parks and Recreation Director



RESOLUTION NO. 2025-01

A RESOLUTION REVISING FEES AND RATES FOR MARIAH HILLS GOLF COURSE

WHEREAS, The City maintains and operates the Mariah Hills Golf Course to provide recreational opportunities for the citizens of Dodge City; and

WHEREAS, The City desires to establish a reasonable and equitable schedule of fees and charges necessary to provide these facilities at a uniform cost to all users; and

WHEREAS, The creation of policies and regulations are necessary in order to maintain the golf course and facilities and effectively administrate their use,

NOW, THEREFORE be it resolved by the governing body of the City of Dodge City that the following schedule of fees and regulations be established.

Section I. Definitions

- A. Junior - Juniors shall be defined as anyone seventeen (17) years of age and younger.
- B. Family – Family’s shall be immediate family and limited to husband and wife, and all children 22 years of age and younger living in the home or enrolled as a full-time student.
- C. Senior- Seniors shall be defined as anyone 62 years of age and older.

Section II. Fees and Charges

- A. Standard charges for Daily Fees, Season Passes and other charges shall be as follows:

Daily Fees

Monday - Thursday	26.00
Friday – Sunday & Holidays	29.00
9 Hole	15.00
Twilight Fee	14.00
Junior	10.00
Adult Pass Surcharge	3.00
Junior Pass Surcharge	1.00

Season Passes

Single	500.00
Family	740.00
Senior	400.00
Senior Family	640.00

Junior	150.00
Gold Single	1,250.00
Gold Family	1,500.00
Gold Senior	1,150.00
Gold Senior Family	1,350.00
Other Charges	
Cart Rental (18)	16.00
Cart Rental (9)	11.00
Trail Fee	12.00

* Gold Passes include season pass, cart rental/trail fee, and unlimited driving range privileges. Gold passes are exempt from surcharges.

Section III. School Team Program

A. A program for school teams and their coaches is available to any local school district or community college sponsoring a competitive golf team.

1) High School Teams

- a. Fees for high school team members and coaches are \$65 per player.
- b. Team memberships may be used Monday – Friday for team practices and events and are valid only during the team’s regular season of practice and competition.
- c. Any team member wishing to purchase a Junior season pass will receive credit for the paid Team membership and is required to pay only the difference between the Team fee and Junior pass.

2) College Teams

- a. Fees for college team members and coaches are \$275 per player. However, this fee may be reduced by \$275 per player if the college golf team clean picks the driving range throughout the entire school year and completes a team project toward betterment of the golf course each semester.
- b. Team Memberships are valid every day during Fall and Spring semesters.
- c. Any team member wishing to purchase a Single Season Pass will receive credit for the paid Team membership and is required to pay only the difference between the Team fee and Single pass.

- 3) Team memberships are exempt from daily surcharges.
- 4) Coaches are allowed to practice and play with their players during the season for all team functions and practices. If a coach wishes to play outside of a team function, they shall be required to pay a daily fee or purchase a season pass.

Section IV. Special Promotions

- A. Tournament Rates – A tournament rate of \$15 per player will be available to any event with 50 or more players.
- B. The Golf Course Advisory Board may from time to time determine special promotional rates and fees in order to promote the golf course. Such promotions shall be approved by the City Manager prior to publication and/or implementation.

Section V. Effective Date

- C. This Resolution shall take effect following its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City this 6th day of January, 2025.

, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

2024 GC Rates

	<u>9 GF</u>	<u>18 GF WD</u>	<u>18 GF WE</u>	<u>9 Cart</u>	<u>18 Cart</u>	
Carey Park	\$ 18.00	\$ 22.00	\$ 24.00	\$ 10.00	\$ 16.00	
Sand Creek Station		\$ 43.00	\$ 50.00	Have to ride!		Raised rates in 2024
Buffalo Dunes	\$ 20.00	\$ 25.00	\$ 30.00	\$ 10.00	\$ 15.00	
Emporia Golf Course	\$ 14.00	\$ 20.00	\$ 24.00	\$ 12.00	\$ 16.00	
Hesston Golf Course	\$ 17.00	\$ 18.00	\$ 31.00	\$ 10.00	\$ 13.00	
Salina Muni	\$ 19.50	\$ 24.50	\$ 26.50	\$ 12.00	\$ 16.50	
Willow Tree Golf Course		\$ 15.00	\$ 18.00	\$ 12.00	\$ 24.00	
Mariah Hills	\$ 15.00	\$ 22.00	\$ 25.00	\$ 10.00	\$ 16.00	
2025 New Rates	\$ 15.00	\$ 26.00	\$ 29.00	\$ 10.00	\$ 16.00	

Memberships	Current	2025 New Memberships Rates	Total Current Memberships
Family Gold	\$ 1,500.00	\$ 1,500.00	
Single Gold	\$ 1,250.00	\$ 1,250.00	237 Gold
Senior Family Gold	\$ 1,350.00	\$ 1,350.00	28 Regular
Senior Gold	\$ 1,150.00	\$ 1,150.00	
Family	\$ 740.00	\$ 740.00	265 Members
Single	\$ 500.00	\$ 500.00	
Senior Family	\$ 640.00	\$ 640.00	42 Memberships Currently Inactive
Senior	\$ 400.00	\$ 400.00	as of 12-6-2024

9GF - 9 Hole Green Fee

18GF WD - 18 Hole Green Fee Weekday

18GF WE - 18 Hole Green Fee Weekend

Gold Memberships include - Green fees, Carts and Range

Regular Memberships - Members pay \$3.00 green fee, cart fee if they walk and pay for range balls

Next year plan

Buffalo Dunes - Membership raising 10%. Green Fees \$7.00. Carts \$3.00

Carey Park - Will raise rates. Meet with supervisor and decide.

Sand Creek - Raised rates in 2024

Salina Muni - Raised rates last year and will raise again. \$1.00 on carts. \$1.50 on green fees (\$3.00 increase over two years).

Hesston - Raised weekend rates.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: December 30, 2024

Subject: Resolution 2025-02

Agenda Item: Ordinances and Resolutions

Purpose: This Resolution is required when preparing the financial statements under the KMAAG or cash basis of accounting.

Recommendation: I recommend the approval of Resolution No. 2025-02.

Background: In years prior to 2020, the City's financial statements were issued on the GAAP basis of accounting. The GAAP basis financial statements are very hard to read and understand for those who do not have a finance or accounting background. In the State of Kansas, it is also permissible to issue financial statements on the KMAAG or cash basis of accounting. The financial statement and schedules required by KMAAG are much easier to read and understand for those who do not have a finance or accounting background. Utilizing KMAAG audit format will allow the general public to be able to understand the City's financial statement and therefore the City will be more transparent.

City Commission Options:

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

Financial Considerations:

Amount \$: N/A

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

Legal Considerations: None

Mission/Values: To promote transparency

Attachments: Resolution 2025-02

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING THE PREPARATION OF FINANCIAL STATEMENTS AND FINANCIAL REPORTS ON THE BASIS OF CASH RECEIPTS AND DISBURSEMENTS.

WHEREAS, the City of Dodge City, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2024 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the City Commission or the members of the general public of the City of Dodge City and

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended December 31, 2024.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Dodge City, Kansas, in regular meeting duly assembled this 6th day of January, 2025 that the City Commission waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Dodge City for the year ended December 31, 2024.

BE IT FURTHER RESOLVED that the City Commission shall cause the financial statements and financial reports of the City of Dodge City to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED by the Governing Body and approved by the mayor, this 6th day of January, 2025.

Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: December 30, 2024

Subject: Audit Engagement Letter

Agenda Item: New Business

Purpose: All municipalities of our size are required to have an annual audit.

Recommendation: I recommend approval of the audit engagement letter with Kennedy McKee & Company for the year ending December 31, 2024.

Background: This proposal from Kennedy McKee & Company LLP is to audit the City of Dodge City's financial statement for the year ending December 31, 2024. The fees for these services will be based on actual time spent plus other out-of-pocket costs not to exceed \$30,700 plus the standard hourly rate for the audit of Federal Award Programs. This is a 3% increase over 2023. The fee for 2023 was \$35,730.94, which was billed \$29,800 plus \$5,930.94 for the audit of Federal Award Programs. The detailed audit objectives, management responsibilities and audit procedures are outlined in the attached audit engagement letter. Kennedy McKee & Company has been conducting the City's audit for the past several years. They have extensive background information on the City of Dodge City, know our organization and the financial policies and procedures, work well with the city employees and have done an excellent job.

City Commission Options:

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

Financial Considerations:

Amount \$: 30,700.00

Fund: 001 Dept: 11200 Expense Code: 420001

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: To promote transparency with residents.

Attachments: Proposed Engagement Letter

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

Kennedy
McKee & Company LLP Certified Public Accountants

1100 W. Frontview
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Dodge City, Kansas 67801
Tel (620) 227-3135
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www.kmc-cpa.com

JAMES W. KENNEDY, CPA
PATRICK M. FRIESS, CPA
JOHN W. HENDRICKSON, CPA
JEREMY J. APPEL, CPA

December 17, 2024

City Commission
City of Dodge City, Kansas
P.O. Box 880
Dodge City, KS 67801

We are pleased to confirm our understanding of the services we are to provide City of Dodge City, Kansas, a municipality, for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statement as of and for the year ended December 31, 2024. We have been engaged to report on the regulatory-required supplementary information (RRSI) that accompanies the City's financial statement. We will subject the following RRSI to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS) and will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statement:

1. Schedule 1, Summary of Regulatory Basis Expenditures – Actual and Budget
2. Schedule 2, Schedules of Regulatory Basis Receipts and Expenditures
3. Schedule 3, Schedule of Regulatory Basis Receipts and Disbursements – Agency Funds

We have also been engaged to report on supplementary information other than RRSI that accompanies the City's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statement:

1. Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the *Kansas Municipal Audit and Accounting Guide* (KMAAG) and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America (GAAP), and to report on the fairness of the RRSI referred to in the second paragraph and the other supplementary information other than RRSI referred to in the third paragraph when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the KMAAG, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry.

We will also be responsible for the following with regard to the audit of the financial statement:

- For complying with all auditing standards generally accepted in the United States of America as relevant to and adapted to the circumstances of the audit of the financial statement;
- For evaluating whether the financial statement is suitably titled, adequately refers to or describes the KMAAG regulatory basis framework, includes a summary of significant accounting policies, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described in Responsibilities of Management's below;
- For evaluating whether the financial statement achieves fair presentation with regard to the KMAAG regulatory basis framework and forming the appropriate opinion on the financial statement taken as a whole; and
- Because the financial statement is intended for general use, we are responsible for expressing an opinion as to the fair presentation of the financial statement in accordance with GAAP, in addition to expressing an opinion about whether the financial statement is prepared in accordance with the KMAAG regulatory basis framework.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statement, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statement and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statement. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statement, schedule of expenditures of federal awards, and related notes of the City in conformity with the KMAAG and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement, schedule of expenditures of federal awards, and related notes. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statement, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statement, schedule of expenditures of federal awards, and all accompanying information in conformity with KMAAG; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making (or reviewing) drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation (or review) of the RRSI, which we have been engaged to report on, in conformity with the KMAAG. You agree to include our report on the RRSI in any document that contains and indicates that we have reported on the RRSI. You also agree to include the audited financial statement with any presentation of the RRSI that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RRSI in accordance with the KMAAG; (2) you believe the RRSI, including its form and content, is fairly presented in accordance with the KMAAG; (3) the methods or measurement of presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RRSI.

Management understands and acknowledges the following with regards to the financial statement:

- The purpose for using the KMAAG regulatory basis framework is to comply with the statutory provisions applicable to the City for preparation of the financial statement on a basis of accounting other than GAAP;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statement that are appropriate to the KMAAG regulatory basis framework, including;
 - A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP.
 - Informative disclosures similar to those required by GAAP for items contained in the financial statement that are the same as, or similar to, those in financial statements prepared in accordance with GAAP; and
 - Any additional disclosures beyond those specifically required by the KMAAG regulatory basis framework that may be considered necessary to achieve fair presentation of the financial statement.
 - Management has chosen not to include the financial information of any related municipal entities in this financial statement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statement, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including the financial statement, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kennedy McKee & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for the audit, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kennedy McKee & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

John W. Hendrickson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We will begin our audit on a mutually agreed-upon date.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency or the oversight agency for the audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will begin our audit on a mutually agreed-upon date. John W. Hendrickson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus expenses (such as report reproduction, postage, copies, filing fees, etc.) except that we agree that our gross fee will not exceed \$30,700 plus expenses. The fees for the audit of the Federal Award Programs will be charged at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees may be rendered as work progresses up to 75% of the contract amount, and are payable on presentation. The final billing will be sent after the report has been filed with the Director of Accounts and Reports.

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission and Management of the City of Dodge City, Kansas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Dodge City, Kansas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Kennedy McKee & Company LLP



John W. Hendrickson
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Dodge City, Kansas.

By: _____

Title: _____

Date: _____



Memorandum

To: City Commission
From: Nick Hernandez, City Manager
Date: January 6, 2025
Subject: 2025 Dodge City Legislative Policy
Agenda Item: New Business

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

Recommendation: Staff recommend approval of the 2025 State/Federal Legislative Policy for the City of Dodge City.

Background: City staff has been actively working on defining the City of Dodge City 2025 legislative policy that will be submitted to our state and federal legislators and congressional representatives. The legislative policy will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The policy defers from but does not conflict with the Southwest Kansas Coalition or the League of Kansas Municipalities State & Federal Legislative Policies.

City of Dodge City 2025 State/Federal Legislative Policy updates include the following:

- Transportation section on Air- removed items for consideration in the FAA Reauthorization Bill 2023 since this bill has already passed.
- Housing section- paragraph was rewritten to provide clarification and eliminate repetition.
- Historic Preservation section- added sections similar to the Southwest Kansas Coalition (SKC) Legislative Policy that supports enhancing the State Historic Rehabilitation Tax Credit Program to offer a forty percent tax credit (40%) for cities with a population of 50,000 or less and to increase funding to the Heritage Trust Fund grant.
- Healthcare and Access to Services section-added information to reflect the challenges faced by rural healthcare.

City Commission Options:

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

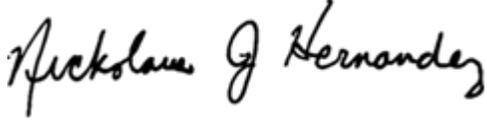
Financial Considerations: None

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

Legal Considerations: None

Attachments: 2025 Dodge City Legislative Policy

Approved for the Agenda by:

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

Nickolaus J. Hernandez
City Manager



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

2025 Legislative Policy

SUMMARY POSITION

This policy statement presents general state legislative goals and objectives formally adopted by the Governing Body of the City of Dodge City. This statement will be provided to the Dodge City legislative delegation for its consideration at the 2025 legislative session. The focus of this policy statement is on general policies and principles; however, some positions on specific legislative proposals are included under appropriate general policy statements. Future revisions to this statement will include additional positions of the City on specific proposals and bills introduced during the 2025 session.

FEDERAL

FEMA

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

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

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

IMMIGRATION

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

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

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

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

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

TRANSPORTATION

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

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

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

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

HOUSING

Dodge City strongly recommends the continuation of USDA rural development programs and to allow for the inclusion of true rural communities like Dodge City. In addition, we urge Congress to prevent disproportionate cuts to rural development programs. Such cuts affect rural housing, water/sewer, and business programs, all of which are vital to the continued prosperity of the economy in rural communities.

RENEWABLE ENERGY

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

Dodge City encourages continued support for RINS (renewable identification numbers), which provide an important incentive to producing renewable natural gas and promote financial

opportunities to move forward in developing a robust biogas industry. The City suggest that no changes be made to the Renewable Fuel Standard program and that the Environmental Protection Agency does not lower the targets for cellulosic biofuels from the current statutory targets.

RAILROAD QUIET ZONES

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

STATE

HOME RULE

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

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

EMINENT DOMAIN: Eminent domain is a fundamental municipal necessity. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Dodge City supports increased flexibility for local government to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

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

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

GOVERNMENTAL ETHICS

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

PUBLIC EMPLOYEES

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

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

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

MUNICIPAL FINANCE:

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

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

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

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

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

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

INTERNET SALES TAX

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

HISTORIC PRESERVATION

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

STATE HISTORIC REHABILITATION TAX CREDIT PROGRAM: The State Historic Rehabilitation Tax Credit program currently provides a state income tax credit equal to 30% of qualifying rehabilitation expenses for historic buildings. Properties must be listed on the Kansas or National Register of Historic Places or a “contributor” to a historic district. Dodge City supports enhancing the State Historic Rehabilitation Tax Credit Program to offer a forty percent tax credit (40%) for cities with a population of 50,000 or less.

HERITAGE TRUST FUND: The Heritage Trust Fund grant program is a state-funded grant program awarded annually since 1990 to Register-listed properties statewide. Heritage Trust Fund funding is collected by county Registers of Deed from document filing fees and transmitted to the state quarterly. Approximately \$1 million is available annually, but it is typically 3 to 4 times that amount. Dodge City advocates supplementing the Heritage Trust Fund to provide more funding for historic downtowns and commercial properties.

COMMUNITY DEVELOPMENT

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

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

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

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

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

GAMBLING

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

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

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

HOUSING

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

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

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

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

TRANSPORTATION

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

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

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

IMMIGRATION

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

EDUCATION

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

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

HEALTHCARE AND ACCESS TO SERVICES

RURAL HEALTHCARE: The obstacles faced by health care providers and patients in rural areas are vastly different than those in urban areas. Rural communities face significant health challenges primarily due to access to health services and a severe lack of healthcare providers, meaning residents often have limited access to basic medical care, struggle to reach specialists, and may need to travel long distances to receive treatment.

Rural hospitals strive to provide their patients with the highest quality of care while simultaneously tackling the unique challenges of their often-remote location, small size, limited workforce, and constrained financial resources. Low patient volumes make it difficult for these organizations to manage the high fixed costs associated with operating a hospital, making them financially vulnerable to policy and market changes, and to Medicare and Medicaid payment cuts.

Dodge City supports eliminating barriers that limit provider capacity and patient access to critical health services and telemedicine technologies.

MEDICAID: Medical providers are challenged in meeting their communities' needs. We support the expansion of Medicaid/KanCare through receipt of the state budget neutral

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

WATER

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

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

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

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

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



Memorandum

To: City Commission
From: City Manager, Nick Hernandez
Date: January 6, 2025
Subject: SKC Legislative Agenda Approval
Agenda Item: New Business

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

Recommendation: Staff recommends approval of the 2025 Southwest Kansas legislative policy agenda.

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

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

Following review by City Commissioners and Administration at the Annual SKC meeting on November 6, 2024, the SKC 2025 State/Federal Legislative Policy updates include the following:

- Historic Preservation section- added sections that support enhancing the State Historic Rehabilitation Tax Credit Program to offer a forty percent tax credit (40%) for cities with a population of 50,000 or less and to provide additional funding to the Heritage Trust Fund grant.
- Healthcare and Access to Services section-added information to reflect the challenges faced by rural healthcare.

City Commission Options:

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

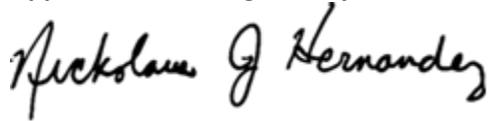
Financial Considerations: None

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

Legal Considerations: None

Attachments: 2025 SKC Legislative Policy Agenda

Approved for the Agenda by:

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

Nickolau J. Hernandez
City Manager

About SKC

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



2025 SOUTHWEST KANSAS COALITION **LEGISLATIVE AGENDA**

Annexation

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

Health Care and Access to Services

The obstacles faced by health care providers and patients in rural areas are vastly different than those in urban areas. Rural communities face significant health challenges primarily due to access to health services and a severe lack of healthcare providers, meaning residents often have limited access to basic medical care, struggle to reach specialists, and may need to travel long distances to receive treatment.

Rural hospitals strive to provide their patients with the highest quality of care while simultaneously tackling the unique challenges of their often-remote location, small size, limited workforce, and constrained financial resources. Low patient volumes make it difficult for these organizations to manage the high fixed costs associated with operating a hospital, making them financially vulnerable to policy and market changes, and to Medicare and Medicaid payment cuts.

To enhance the health and well-being of individuals and communities, SKC supports eliminating barriers that limit provider capacity and patient access to critical health services and telemedicine technologies. SKC encourages increased funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs. Furthermore, additional training and support services for first responders are key to addressing these challenges on a local level to better support those on the front lines of the crisis.

Education

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

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

Water

SKC cities advocate for all of their citizens to have access to clean, safe, and affordable water. The State of Kansas has recognized that water is protected for the use and benefit of the citizens of Kansas. Water is the preeminent natural resource that provides for the economic growth and viability of our communities. SKC supports policies that expand the use of State Revolving Loan Funds and Debt Forgiveness programs to assist communities in pursuing infrastructure investments to ensure a safe water supply that addresses quality requirements, and resiliency and improves resource conservation.

SKC cities also wish to project a unified voice in water resource use decisions at the State and Federal levels. This engagement also includes involvement with River Advisory Communities (RACs) and Groundwater Management Districts (GMDs) to benefit municipal customers as partners in the rural economy through conservation and use strategies with municipal, agricultural, and industrial partners supporting the long-term social and economic health of Southwest Kansas.

Immigration

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

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

Southwest Kansas as follows:

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

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

Childcare

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

Taxes

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

Historic Preservation

The State Historic Rehabilitation Tax Credit Program and the Heritage Trust Fund assist communities in maintaining and/or preserving their historic buildings. It also serves as a critical resource for economic development and provides valuable private investment that preserves our history and heritage not only for today but for future generations.

State Historic Rehabilitation Tax Credit Program : The State Historic Rehabilitation Tax Credit program currently provides a state income tax credit equal to 30% of qualifying rehabilitation expenses for historic buildings. Properties must be listed on the Kansas or National Register of Historic Places or a “contributor” to a historic district. SKC supports enhancing the State Historic Rehabilitation Tax Credit Program to offer a forty percent tax credit (40%) for cities with a population of 50,000 or less.

Heritage Trust Fund : The Heritage Trust Fund grant program is a state-funded grant program awarded annually since 1990 to Register-listed properties statewide. Heritage Trust Fund funding is collected by county Registers of Deed from document filing fees and transmitted to the state quarterly. Approximately \$1 million is available annually, but it is typically 3 to 4 times that amount requested. SKC advocates supplementing the Heritage Trust Fund to provide more funding for historic downtowns and commercial properties.

Transportation

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

Air Transportation

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

Rail Transportation

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

Highway Transportation

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

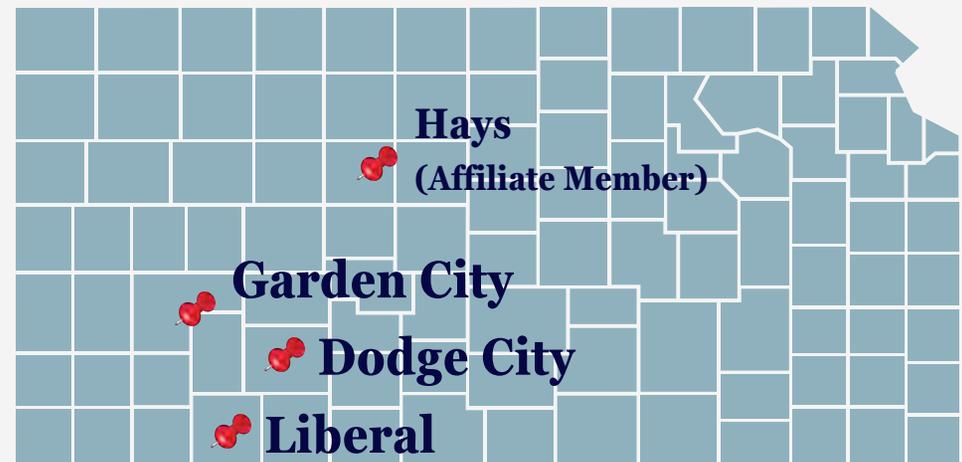
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Southwest Kansas Coalition





Memorandum

To: City Manager
From: Paola Aguinaga and Brandon Roy, Human Resources Officers
Date: 01/06/24
Subject: Justification of proposed Personnel Policy Amendments

The following is a page-by-page review and justification for all changes to the Proposed Personnel Policy Manual, except for simple formatting, changes that are grammatical in nature, title changes, previous revision dates, and language preferences without change to meaning. Those will not be included in the outline below.

Page 1, Definitions –Administrative Working Days - reflects current schedule.

- Regular Full-Time – deleted pay, typo.
- Regular Part-Time I – expanded hours of eligibility due to removal of Regular Part Time II.
- Removed Regular Part-Time II – status was obsolete.

Page 4, Chapter 1, Section 3 – Scope of Policies, Procedures and Provisions - Defining who the Policy is applicable to – added (if contractual) to the City Attorney allowing for flexibility of this position. If the position is an employee, it is subject to the policy manual.

- Removed reference to the Employee Unit.

Page 5, Chapter 1, Section 6 - Departmental Policies and Regulations – will no longer be kept in the HR office, but on the employee intranet for ease of review.

Page 6, Chapter 1, Section 7 – Revisions and/or Additions to the Manual - HR office will no longer provide paper updates to change of the manual, they will be provided through the Employee Intranet.

Page 6, Chapter 1, Section 8 – Distribution of the Manual – A paper copy will not be provided for all employees. Electronic signoff will be maintained. The policy will be maintained on the intranet and a computer for access to the employee intranet and emails will be available to all employees. If the employee wants a paper copy, it will be provided, but maintenance will be the employees' responsibility.

Page 9, Chapter 3, Section 5 – Bonus Pay – Changes reflect actual procedure for bonuses.

Page 11, Chapter 4, Section 1 – Announcement of Vacant Positions – Change reflects actual procedure for job posting.

Page 11, Chapter 4, Section 2 – Application Form – Change reflects actual procedure for application process and signature.

Page 11, Chapter 4, Section 4 – Nepotism and Fraternization – This entire section has been revised to implement a stronger Nepotism and Fraternization policy than what previously existed. In addition, added City Manager right to waive with Commission approval.

Page 14, Chapter 5, Section 3 – Appointing Authority – change reflects that only the City Manager has authority to appoint individuals to positions.

Page 15, Chapter 5, Section 6 – Employee Requested Transfers – prevents employees under a Personal Improvement Plan (PIP) from being transferred and anyone who is subject to disciplinary investigation without prior approval of HR. Other changes reflect actual procedure.

Page 15, Chapter 5, Section 7- Outside Employment – Now requires written notification to the HR Department for approval by the City Manager. As well as annual renewal of approval.

Page 16, Chapter 6, Section 2 – Duration – Reflects changes due to Union contract for interruptions and better define Entry Level Police officer introductory period. Amended Supervisory duration of 1 year and clarification that Department Heads have 2 year introductory periods.

Page 16, Chapter 6, Section 3 – Extension – Clarification of how introductory period extensions actually occur.

Page 16, Chapter 6, Section 4 – Interruption of Introductory Period – amends the criteria for consideration of previous service from an absence of 6 months to 90 days. Union contract issue.

Page 17, Chapter 6, Section 5 – Assignment out of Position – reflects addition from Union contract.

Page 18, Chapter 7, Section 2 – Period of Evaluation – allows for more frequent evaluations other than just annually.

Page 18, Chapter 7, Section 3 – Process – requires all evaluators to undergo training at least every two years. Clarifies that City Manager reviews all evaluations prior to discussion with employee by the supervisor. Reflects how evaluations are maintained in files.

Page 19, Chapter 7, Section 5 – Changes in Evaluation – Clarifies procedure to amend evaluation.

Page 20 – 32, Chapter 8, All Sections – Discipline – This Chapter has the most significant changes. Changes were made to reflect the disciplinary process and guidelines that were utilized in the Union contract, while merging with the still relevant information from the existing general policy for discipline. Most employees will never know the difference in this process; however, it does require a heavier administrative burden on the Department Head and the Human Resources Office.

Page 33, Chapter 9, Section 2 – Compulsory Resignation – Clarifies job abandonment.

Page 33, Chapter 9, Section 4 – Death – Clarifies that accumulated pay will be provided too, within a reasonable time.

Page 34, Chapter 9, Section 9 – City Owned Equipment and Employment Separation – adds more definition to what is considered City owned property as well as clarifying that we may withhold portion of wages for failure to return property.

Page 35, Chapter 10, Section 2 – Grievance Definition – Allows a grievance based on claims of sexual harassment, hostile work environment or Discrimination; no longer a separate process. Clarifies that disciplinary actions issued directly from the City Manager cannot be aggrieved. Incorporated items from the union contract that could not be aggrieved.

Page 36, Chapter 10, Section 4 – Formal Grievance Procedure – Requires audio recording for hearings. Clarifies pay status of aggrieved employee. Requires the City Manager or his/her designee to attempt to arrange a mutually agreeable time to meet with the aggrieved employee.

Page 38, Chapter 10, Section 6 – Court Appeal – Incorporates from the union contract, the ability of the employee to seek judicial review of the City Manager's decision, as well as requirements and time frames.

Page 38, Chapter 10, Section 7 – Findings – Incorporates from the union contract, the posting in the impacted Department of the basis for the grievance and the summary resolution.

Page 45, Chapter 13, Section 2 – Paid Time Off (PTO) – substantial changes incurred in this chapter to transition to PTO. Changes are reflected from Administrative Order (AO) 2023-10. In addition to the AO, we have added a cap to anyone hired after approval of the Personnel Policy Manual. PTO bi-weekly accrual will be capped at 8.31 biweekly and a maximum accrual of 472.2 hours for all employees except Partially Exempt Fire Dept. personnel. Partially Exempt Fire Dept. personnel will be capped at 12.17 biweekly accrual rate and a maximum of 693.948 hours. PTO covers vacation, sick and bereavement leave, so those sections were eliminated and reincorporated through PTO.

Page 47, Chapter 13, Section 3 – Holiday Pay – changes the way that accruals work as a result from switching from 5 day work week to 4 ½ day work weeks. Previously accrual was maintained on a rolling basis, which was confusing for employees. In addition, Police Officers and Fire Fighters are provided floating holidays due to mandatory operations, if

an employee terminates and has used more holiday hours than accrued the value in excess of the accrued amount will be deducted from the employees final pay. Removed vacation and sick time wording and replaced with PTO.

Page 48, Chapter 13, Section 4 – Leave without Pay – clarified new process for Leave without Pay and the reflection of PTO.

Page 49, Chapter 13, Section 5 – PTO Bank – Creation of PTO Bank in replacement of Sick Leave Bank.

Page 49, Chapter 13, Section 6 – Maternity/Paternity Leave – Reflects the utilization of PTO and short-term leave for maternity/paternity leave. Limiting short term leave to not more than 4 weeks. Incorporates Family and Medical Leave Act (federal law) requirements. Creation of Lactation Accommodation requirements.

Page 49, Chapter 13, Section 7 – Worker’s Compensation Act and Injury Leave - Incorporates PTO usage with Work Comp absences and clarifies procedure. This whole section was previously in another area of this same chapter.

Page 50, Chapter 13, Section 8 – Short Term Leave – This is a new section that is a result of the incorporation of AO 2023-10. Short Term Leave provisions are typically made under PTO type systems. Section 8 establishes the system, requirements and processes.

Page 51, Chapter 13, Section 9 – Family and Medical Leave – changes are the reflection of PTO incorporations and redirection of employees to Section 4 (Leave without Pay) regarding how payroll deductions are managed if an employee elects to utilize FMLA Leave without pay and has employee payroll deductions that must be managed.

Page 54, Chapter 13, Section 10 – Military Leave – Updates in this section were done in accordance with changes to the Uniformed Services Employment and Reemployment Rights Act (USERRA). Additionally, changes were made to reflect PTO.

Page 56, Chapter 13, Section 12 – Violent Crime Victim Leave – referenced the state statute that requires this leave for future reference. Updated this section to reflect changes in the Kansas Law and utilization of PTO.

Page 59, Chapter 14 – Employee Assistance Program – changes reflect PTO utilization.

Page 64, Chapter 15, Section 11 – Tuition Reimbursement – reflects changes from AO 2023-6. The City utilizes the Higher Learning Commission as the source for determining if a college is an accredited institution and eligible for reimbursement if other factors are met. Policy now covers 100% of tuition and fees instead of 70%. Amends continued employment requirements from 3 years to variable requirements based on level of degree – Associates 2 years, Bachelors 3 years and Masters 4 years.

Page 65, Chapter 15, Section 12 – Education Incentive – Incorporates AO 2023-8 regarding education incentives which had been utilized in the police department to be applicable for all employees. Establishes the amounts and the process and criteria for recognition.

Page 66, Chapter 15, Section 13 – Multilingual Skills Pay – Incorporates AO 2023-9 which amended a previous stand-alone policy. The policy creates a method to establish skill level, the process for being evaluated and the pay to be received based upon the testing and the job being performed.

Page 67, Chapter 15, Section 14 – Early Retirement Program – Incorporates another previous stand-alone policy regarding the Early Retirement Program.

Page 69, Chapter 15, Section 15 – KP&F DROP Program - Incorporates the States program for Police and Fire members, which allows the employee when eligible to receive retirement benefits that would be put in a separate account by the State and paid out in lump sum when employee actually retires. This is a state established effort to retain police and fire employees that are eligible for retirement.

Page 70, Chapter 16, Section 1 – City Business – amends the name of equipment to better reflect today’s terminology. Clarifies the discipline for abuse or misuse could be action up to and possibly including termination.

Page 70, Chapter 16, Section 2 – Records – again amends the terminology to reflect today’s equipment.

Page 71, Chapter 16, Section 3 – Telephone Usage – provides for inclusion of city issued cell phones.

Page 71, Chapter 16, Section 4 – Cell Phone Policy – Incorporates a previous stand-alone cell phone policy requirements into this section.

Page 72, Chapter 16, Section 5 – City Furnished Phones/Mobile Wireless Devices – changes reflect the relocation of some of this information to Section 4.

Page 73, Chapter 16, Section 6 – Connecting to City Equipment – Amends policy to reflect obligations through use versus authorizations individual sign off. Again changes are made to reflect evolving technology and uses.

Page 73, Chapter 16, Section 7 – Separation/Resignation/Termination – again changes reflect evolution of technology uses and retaining access once an employee separates.

Page 73, Chapter 16, Section 8 – Initial Connection, Problem Support and Wireless Mobile Device Security – amends policy again to better reflect how the IT department interacts with employees on employee-owned devices. As an example, many individuals want their calendars and emails on their personal phones so that multiple phones are not necessary.

Page 74, Chapter 16, Section 10 – Required Behavior Regarding Cell Phones and Communication Devices – better defines communication devices that require behavioral compliance.

Page 75, Chapter 16, Section 11 – Computers and Network – includes preventing the installation of personal keyboards, mice, web cams or other input devices for use with city equipment without prior approval.

Page 75, Chapter 16, Section 12.1 – General Provisions – clarifies what is prohibited when using city email. Refers employees to Chapter 17, Section 7 if releasing City information to media outlets.

Page 77, Chapter 16, Section 13 – Social Media Policy – changes better define purpose of the policy.

Page 78, Chapter 16, Section 13.1- .3 – Definitions, City Sponsored Social Media Sites and Personal Social Media Sites of City Employees – Incorporates a previous stand alone policy reflecting a range of items from who approves City social media sites, who is authorized to speak on behalf of the City, adherence to federal laws on these sites, expectations of privacy on social media sites while using city equipment or systems. Rules for utilization of personal social media sites during work or referencing City emails or sites, no expectation of privacy when using social media sites, etc.

Page 80, Chapter 16, Section 13.4- Application of Other Policies – information moved to other more appropriate areas of the policy.

Page 80, Chapter 16, Section 13.5 – Additional Prohibited Practices – incorporates personal and professional activities that may be prohibited. Notes that anti-harassment policies extend to all forms of communications. And that disciplinary action up to and including termination can occur for violations.

Page 80, Chapter 16, Section 13.6 – Duty to Report – clarified where reports should be made.

Page 81, Chapter 16, Section 13.7 – Questions about this Policy – clarifies where to seek guidance prior to social media posting, if employee has concerns.

Page 81, Chapter 16, Section 14 – Video Camera Policy – clarifies the expanded use of security cameras. Incorporates vehicle cameras and adds uses for the recordings.

Page 81, Chapter 16, Section 14.1 -Guidelines – Clarifies where cameras may be placed, who has access to archived videos, who has access to monitor real time cameras, where footage is stored and for how long, how footage may be used, clarified employees duty to report as cameras are not always monitored, defined that disabling or covering cameras is prohibited, cameras will not be installed in areas with an expectation of privacy. Also added a reminder that by signing and accepting the overall policies the employee has consented to the driving being recorded. Added that questions regarding this policy will be directed to the City Attorney.

Page 83, Chapter 17, Section 1 – Dress Code – Substantial clarification was added to this section to better define what is considered appropriate attire in the office and in the field. As well as clarification given to hats, footwear, body art or

tattoos, body piercing and proper hygiene. It also defines when exceptions can be made and that the City Manager has final authority.

Page 84, Chapter 17, Section 4, Training Activities – clarified education as part of training.

Page 85, Chapter 17, Section 5, Travel – Incorporated a previous stand-alone policy for travel.

Page 88, Chapter 17, Section 6, City Purchase Cards – clarified that the supervisor shall be responsible for collecting the purchase card of a terminating employee. Old card then should be submitted to Accounts Payable for termination.

Page 90, Chapter 18, Section 1 – Use of City Owned Vehicles – add to definition of who may operate City vehicles.

Page 91, Chapter 18, Section 5 – Motor Vehicle Records (MVR) – Added a matrix for use regarding what is an acceptable MVR, provided guidance on what is a major, minor or non-moving violation. Provided guidance regarding what type of discipline may occur for someone who has or develops a borderline or poor MVR.

Page 94, Chapter 19, Section 3 - Safety, Worker's Compensation & Related Programs – removed Western Plains Regional Hospital ER and replaced with local hospital ER. Changed unauthorized work comp medical expense deductible from \$500 to \$800 as dictated by work comp provider (KMIT).

Page 95, Chapter 19, Section 5 – Temporarily Unable to Return to Work – Replaced sick (IIP) and vacation with PTO.

Page 97, Chapter 20, Section 1 – Purpose – Clarified that intent is immaterial in harassment cases.

Page 99, Chapter 20, Section 5 – Respectful Workplace – moved up in chapter to better organize the chapter.

Page 101, Chapter 20, Section 9 – Investigation Procedure – substantial work was done to establish a specific procedure to be used for sexual harassment, hostile work environment, discrimination and respectful workplace investigations.

Page 103, Chapter 21 -Commission Relations and Political Activities – Added the statement “City employees are neither appointed to nor retained in the City’s service on the basis of their political affiliations. Added “k. Allow family member to utilize documents created by the City of Dodge City employees for a political purpose, unless the document has been received through a Kansas Open Records Request.”

Page 107, Chapter 22, Section 5 – Training – clarified roles of HR and Director of Administration.

Page 110, Chapter 24, Section 2 – FTA and FMCSA Employees Policies – Attempted to clear up confusion regarding FTA (transit operators program) and FMCSA (all other CDL operators) criteria.

Page 110-12, Chapter 24, Section 3 -Testing Conditions for Non-FTA or Non-FMCSA Employees– Merged non-cdl testing into same chapter. Made significant clarifications in the process to better align with FTA and FMCSA employee requirements for ease of administration.

Page 113, Chapter 24, Section 4 -Testing Procedures– Again made significant clarifications to align all 3 programs. Amended the MRO to City’s designated physician instead of one individual.



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: January 6, 2025

Subject: Approval of Beeson Park Splash Pad

Agenda Item: New Business

Recommendation: Staff recommends the approval of the splash pad design proposed by Seaspray Splash Pads, LLC for a total of \$129,310.00. This amount covers the complete turnkey installation of a splash pad in Beeson Park.

Background: As Dodge City continues to grow, our Parks and Recreation system seeks to diversify its offerings. A significant gap in our current amenities is an aquatic playground or splash pad. Splash pads provide numerous benefits, including:

- **Accessible Recreation:** Designed for all ages and abilities, including young children and individuals with disabilities.
- **Promoting Physical Activity:** Encourages active, outdoor play in a safe environment.
- **Safety:** With no standing water and slip-resistant surfaces, splash pads minimize injury risks
- **Cost Efficiency:** Splash pads require lower maintenance and water usage compared to traditional pools.
- **Community Engagement:** They serve as welcoming gathering spaces that foster positive interactions.

The recommended proposal from Seaspray Splash Pads, LLC utilizes a “Sea Serpent” flow through equipment package.

- **Activity Zones:** Three distinct bays tailored to various age groups and abilities:
 - *Serpent Bay:* 7’ water rings and serpent head.
 - *Bucket and Dome Bay:* water dome of falling water and dump buckets.
 - *Spray Bay:* Dynamic elements such as ground sprays, short shooters and a spray palm tree.
- **Sustainability:** Button-activated features run for a set duration to conserve water.
- **Turnkey Installation:** The city will only need to provide water and electricity within 10 feet of the site, as all other aspects of the splashpad will be provided.

The splash pad will be installed in the southern section of Beeson Park, on the west side of the playset, inside the loop made by the walking trail. The selected site offers approximately 4,000 square feet of open space, of which the splash pad will occupy approximately 1,250 square feet. The remaining area will feature complementary amenities, including covered seating and turf, aligning with the existing playset’s safety surface.

Although a 2023 CDBG grant application for this site was not selected, the proposed splash pad aligns with long-term plans to enhance the park’s recreational offerings. The splash pad from Seaspray Splash Pads, LLC represents a cost-effective, sustainable, and engaging addition to Beeson Park. It addresses the community’s needs for accessible, safe, and innovative recreation while fostering community engagement and outdoor activity. On November 12th, the Park and Recreation Advisory Board recommended the approval of the bid from Seaspray Splash Pads for the Beeson Splashpad.

City Commission Options:

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

Financial Considerations: Five proposals were received through the RFP process ranging in price from \$119,810 to \$291,126. The turnkey proposal from Seaspray Splash Pads LLC delivers many of the desired features users want to see when visiting a splashpad. The price also includes an additional 3-foot concrete ribbon around the outside of the use zone and Kansas stamped footing plans.

Amount: \$129,310.00

Fund: 410 Dept: 52100 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: If approved, the agreement will be reviewed by legal counsel prior to the signing of any binding agreement taking place.

Mission/Values: This project aligns with the City's mission and goal to make Dodge City the best place possible to work and live.

Attachments: Seaspray Proposal
Athco Proposal
Vortex Proposal
Building Solutions Proposal
Oasis Proposal
RFP Bid Tab
Site Location Map



Approved for the Agenda by:
Daniel Cecil, Parks and Recreation Director

SEASPRAY SPLASH PADS, LLC

P.O. BOX 961

PEARLAND TX 77588

832-683-3813

10/10/2024

Proposal

City of Dodge City

P.O. Box 880

806 N. 2nd Avenue

Dodge City KS 67801

Attn: Ryan Reid, Director of Administrative Services

RE: SPLASH PAD AT BEESON PARK

**Our company will provide the labor and materials for the following FLOW THRU equipment package:
"SEA DRAGON":**

3- 7' Water Rings (stainless steel)

1- Sea Serpent 10' post with serpent head (stainless steel/head gel coated frp)

1- 7' ft Water Dome (gel coated frp)

1- Bucket Dump with 3 buckets (stainless steel/buckets gel coated frp)

1-Palm Tree (stainless steel)

1- Pair of Short Shooters (interactive) (stainless steel)

1- Water Tunnel (10 sprays) (stainless steel housing/delrin sprays)

5- Ground Sprays (varied) (stainless steel housing/delrin spray)

Electronic Water Management System (SS manifold, SS activation post and electronics)

Concrete – 4" 3000 psi, #3 rebar 12" center, medium broom finish – 37 ft diameter or 1078.3 sq ft.

Delivery for installation 10-12 weeks from date of deposit

Turnkey for equipment, installation and concrete as stated

TOTAL FOR THIS PROPOSAL:

\$119,810.00

TERMS AND CONDITIONS:

***60% deposit with order, 20% draw when features are in place, 20% when installation is complete**

***All utilities to be brought to splash pad distribution and to be at ground level access. Customer to furnish and provide 2" water supply line from water main to the splash pad and drain line to the drain 4" minimum**

***Price is based on site being one (1) inch on grade level surface**

***Please note if site conditions are not as specified this will result in extra charges for corrections, Modifications and/or field crew labor and hotels**

***Subterranean debris, tree stumps, foundations, rock, water lines, gas line or other similar will incur an extra charge- we will be digging appr 18" in depth inside the splash pad area and manifold area**

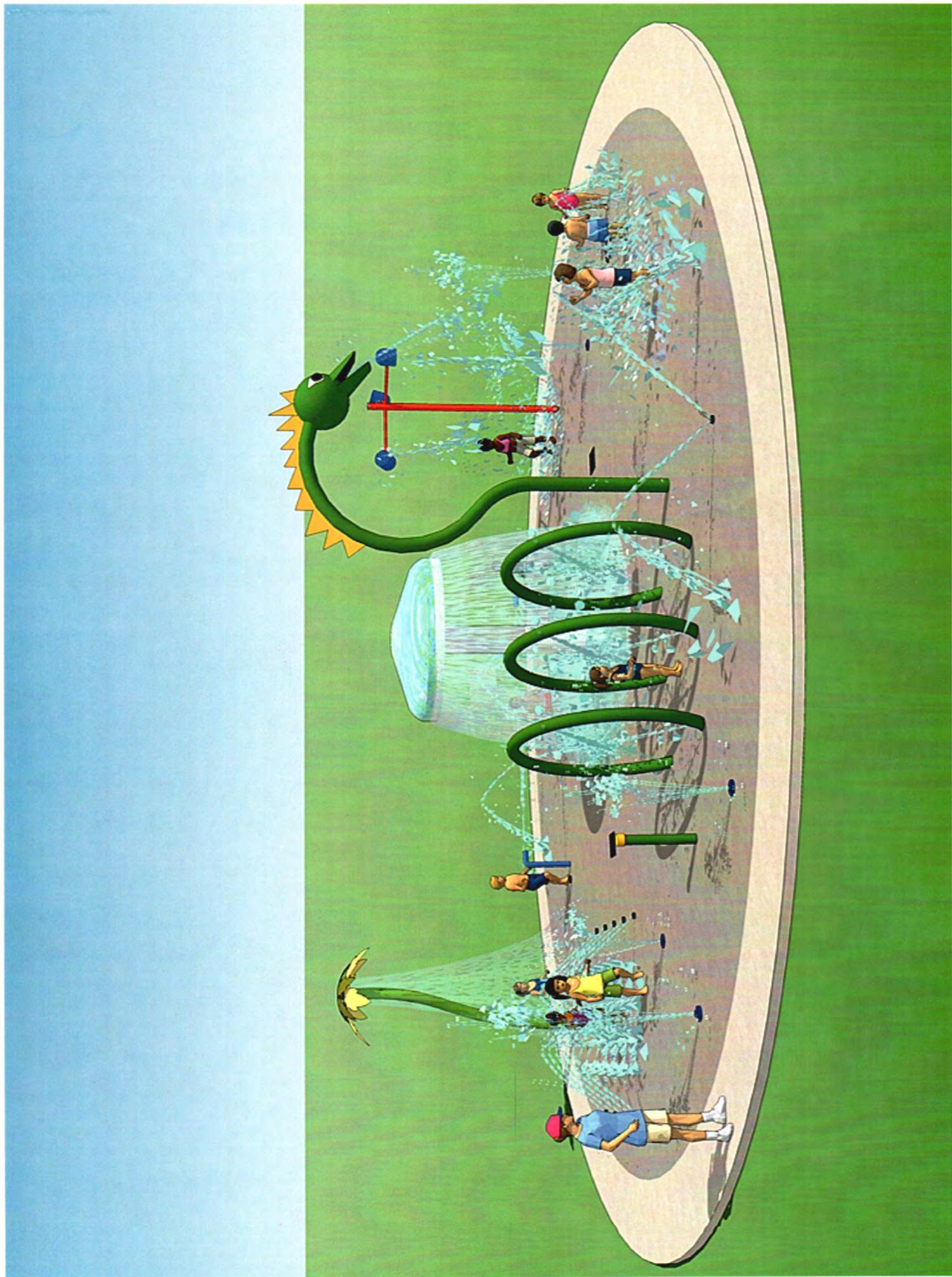
***Price if for services listed only**

***Permits and extra township requirements for and on the project, to be the responsibility of the customer**

***If permits or extra township requirements designate a licensed plumber for inspection, tie in or water supply, drain or other, to be responsibility of customer**

***SEASPRAY, LLC will retain ownership of all materials and equipment until final payment is received**

***All items are subject to restocking fee of 25% plus freight charges incurred**





PROUDLY PRESENTED BY

Jennifer Hawkins

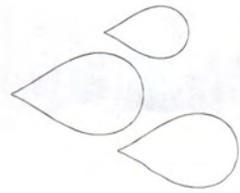
ATHCO

jhawkins@athcollc.com

(800) 255-1102

Beeson Park

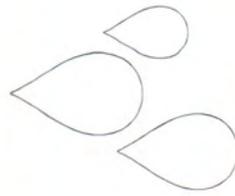
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Beeson Park

Design# 1190062-01-01 09/24/24

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Quote



ATHCO
 13500 W. 108th St.
 Lenexa, KS 66215
 P: 913-469-5600
 athco@athcollc.com

Date: 10/15/2024
All prices subject to acceptance within 60 days

Prepared by: Jennifer Hawkins

To accept this quote, sign here and return

TO: Ryan Reid
 Director of Administration
 Beeson Park Splash Pad Option 1
 Dodge City, KS

Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
Aquatix AquaSmart Package C Includes: (1) AquaGather, (1) LeafCrown, (1) TotPack Lady Bug, (1) TotPack Turtle, (1) Center Pillar Ring, (2) Stream Jet SS, (2) Triple Arch Jet SS	1	\$ -	\$ 80,194.00
Hydrologix System: Specs found in Exhibit A	1	\$ -	\$ -
Design and Construction Drawings (Aquatix equipment only)	1	\$ -	\$ -
		\$ -	\$ -
OPTION for Installation of Splash Pad: Additional \$209,850	1	\$ -	\$ -
		\$ -	\$ -
OPTION for Site Furniture and Shade Includes: (2) 72" TenderTuff Benches with backs DB, (2) Single Post Hypar 12'x12' Shades with 10' Entry Height and Rapid Release; Electronic seals and drawings - Additional \$21,086	1	\$ -	\$ -
		\$ -	\$ -
OPTION for Installation of Site Furniture and Shade: Additional \$3,000 if completed at same time as splash pad	1	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

NOTES: 50% down payment due at time of order; balance to be invoiced upon completion. Install OPTION scope of work per Aquatix design and construction drawings and detailed scope of work found in Exhibit B.

SUBTOTAL	\$ 80,194.00
INSTALLATION OPTION	Not Included
FREIGHT	Included
SALES TAX - N/A	N/A
Quote Total	\$ 80,194.00

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!

DATE	
NO.	REVISION

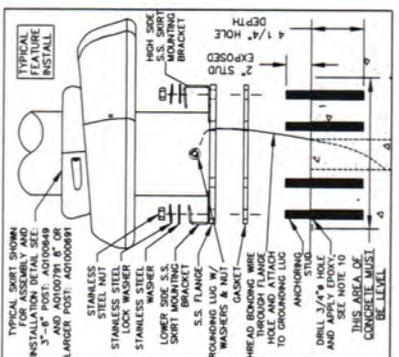
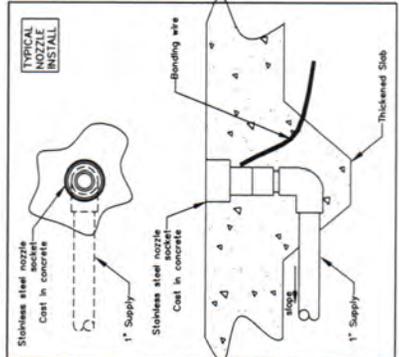
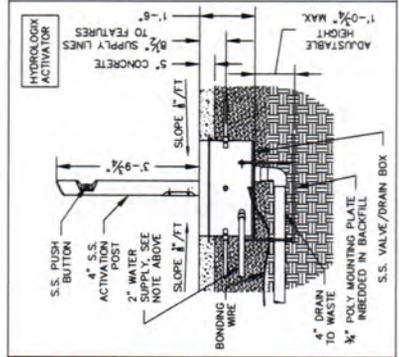
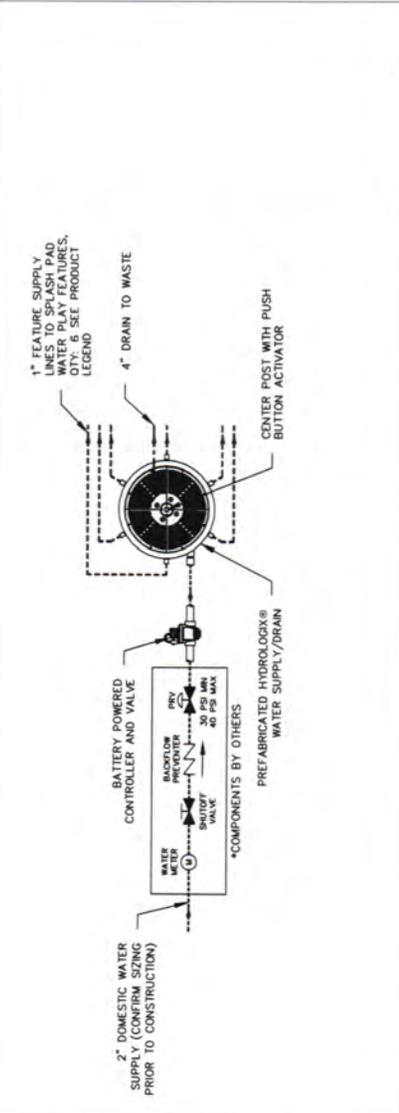
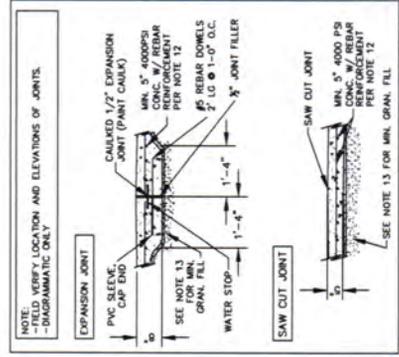


488 SILE
BEESON PARK
SPLASH PAD
DOORE CITY, KS

SCALE	DATE	DESIGNED	DRAWN	DATE
NOT TO SCALE	8/24/24			

SHEET NO. 2
OF 2

1190000-01-00



- ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
- SITE ELEVATIONS OF SPLASH PAD AND CONCRETE ARE TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF ASPHALT. ALL OTHER NOTED ELEVATIONS ARE TO BE VERIFIED BY OTHERS.
- REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
- ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE VERIFIED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
- THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE DRAIN OFF THE SPLASH PAD AND INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE ALL TREATED SPLASH PAD WATER IS INTRODUCED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD. SURROUNDING HARDSCAPE ARE TO BE SLOPED TO ALLOW WATER TO BE DRAIN INTO THE SPLASH PAD DECK.
- BROWN CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
- EXPANSION JOINT TO BE EVERY 20'-20". SAW CUT JOINT TO BE EVERY 10'-10". COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
- WHEN USING PIPE OR DESIGN/LAYOUT PURPOSES ONLY PLEASE SEE SPEC SHEET FOR PIPE EQUIPMENT, SERVICES, AND EXCLUSIONS.
- SPLASH ZONE INDICATES SPLASH ZONE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, DEPTH AND WIND. DIAGRAMMATIC ONLY.
- 18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY.
- THESE ARE TO BE A MINIMUM OF 6" OF GRANULAR FILL AROUND ALL PLAY EQUIPMENT.
- CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESH (W/O ON 4"x4" SPACING OR W/O ON 6"x6" SPACING).
- TO BE THICKENED AT ALL PRODUCT INSTALLATION LOCATIONS (EQUIPMENT AND ABOVE GROUND STRUCTURES). REFER TO INSTALLATION DRAWINGS FOR EACH PRODUCT.
- SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING. LEAK TESTING AREA REQUIRED FOR ALL PRODUCTS.
- RECOMMENDED POOL WATER DEPTHS:
-DO NOT EXCEED 6" WATER DEPTH ON GROUND SPRAYS AND STRUCTURES UP TO 24" TALL
-DO NOT EXCEED 7" WATER DEPTH ON STRUCTURES UP TO 48"
-DO NOT EXCEED 18" WATER DEPTH ON STRUCTURES TALLER THAN 48"
-DO NOT EXCEED 12" WATER DEPTH ON MULTI-LEVEL PLATFORMS. NO WATER SPRAY OR CRAME TUNNEL TO BE UNDERWATER.

PRELIMINARY
FOR BID ONLY

NOT FOR
CONSTRUCTION

Proposal for
Beeson Park Splashpad

Prepared for
CITY OF
Dodge City
October 16, 2024





October 16, 2024

City of Dodge City
806 N. 2nd Avenue
Dodge City, KS 67801

Dear City of Dodge City,

Power Play and Vortex Aquatic Structures would like to thank you for this opportunity to submit our proposal for the Beeson Park Splashpad. Based on our understanding of your requirements in the Request for Proposal, we are pleased to submit the enclosed proposal and Splashpad design.

Power Play is the local representative for Vortex Aquatic Structures in Kansas. With more than 25 years' experience and 350+ completed Splashpad and aquatic play projects, Power Play is a proven and qualified partner that brings a wealth of product knowledge and an in-depth understanding of the aquatic playground industry.

With over 9,000 installations around the world, Vortex is the leader in the aquatic play industry and continues to develop the most fun, innovative and safe products for families and children of all ages and abilities.

The Splashpad design we are proposing offers colorful and dynamic water features which offer maximum play value, durability and safety. Selecting the appropriate features is one of the key elements to maximizing play. Your Vortex Splashpad is composed of three different activity bays (Toddler, Family and Action) that offer dynamic play areas containing products tailored to various ages and abilities. The Splashpad design includes contains gentle Jet Streams, misting Spray Loops and the always popular Aqua Dome for the little ones. Other Splashpad features include Fountain Sprays, Directional Jets, interactive Helio No3 and Tube Cannons and the iconic 15 ft. Twin Splash dumping bucket. From toddlers to teenagers this Splashpad has something for all ages. It will provide fun and excitement and keep kids active by moving throughout the bays.

We welcome the opportunity to discuss our proposal. Please contact me at (918) 728-9978 or chamelin@power-play.net should you have any questions.

Sincerely,

Craig Hamelin
President
Power Play, LLC

Proposal for

Beeson Park Splashpad – Dodge City, KS

October 16, 2024

Prepared By:



Power Play, LLC
Craig Hamelin, President
12804 S. Memorial Dr., Suite 114
Bixby, Oklahoma 74008
(918) 728-9978
chamelin@power-play.net
www.power-play.net



Vortex Aquatic Structures
Over 9,000 installations worldwide
1-877-5VORTEX
www.vortex-intl.com





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Splashpad Proposal	
TEAM INTRODUCTION	SECTION 2
Team Members Team Overview	
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Site Plan 3D Color Rendering Splashpad Equipment Plan Design Philosophy and Water Feature Photos	
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Why Vortex Aquatic Structures <ul style="list-style-type: none"> • Why Buy Vortex • Materials • Safety Standards / ASTM • Safeswap Anchoring System • Color Choices • Universal Design / Inclusive Play • Exclusive Technologies Why Power Play <ul style="list-style-type: none"> • Testimonials, Repeat Customers Why Established Construction	
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SECTION 1 – PROPOSAL

Splashpad Proposal

PROPOSAL

Beeson Park Splashpad
City of Dodge City, KS

Splashpad Equipment Price: \$94,100

(Proposal Price is Valid for 60 Days)

Splashpad Proposal Includes:

- Supply Vortex water features per Equipment Plan in Section 2
- Supply Vortex Water Distribution System: Cabinet Command Center, Controller and Activator
- Supply Vortex Play safe Drain (1)
- Freight

Splashpad Design Proposed (Flow Through):

- Total Area: 1,965 SQ FT
- Wet Deck: 1,255 SQ FT
- 5' Concrete Deck: 710 SQ FT
- Above Ground Water Features: 7
- Ground Spray Water Features: 10
- Total Water Features: 17

Lead Times for Splashpad Equipment:

- Lead time for Splashpad equipment is approximately 7-8 weeks upon signed Notice to Proceed, approved Submittals and color selections

**Add/Alternate
Installation of Splashpad Equipment**

See Proposal from Established Construction on the following page

ESTIMATE



Established Construction

Prepared For

Dodge City, KS

Established Construction LLC

4224 S 168th E Place
Tulsa, Ok 74134
Phone: (918) 899-1577
Email: j.wagnon12@yahoo.com

Estimate # Dodge City, KS
Date 10/14/2024

Description	Quantity	Total
Vortex splashpad install Install vortex equipment, install vortex above grade cabinet, all plumbing sch 40, ground all features * Concrete, gravel, rebar not included in base price * 6" sch 40 drain line stubbed out at vault location to be continued to main line by customer * Main water line brought to vault location by customer to include backflow preventer and pressure regulator. *does not include any grade work to prepare pad to grade prior to installation	1	\$97,000.00
Splashpad concrete install Install 1,810 sq ft concrete 4" concrete 4" gravel #4 rebar on 24" c bw Install sub grade vault stem walls with stub outs for water lines	1	\$23,530.00
	Subtotal	\$120,530.00
	Total	\$120,530.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Power Play

BUILDING SOLUTIONS, LLC
AS THE SOLUTION PROVIDER FOR
**BEESON PARK
SPLASHPAD**

DATE
OCTOBER 17TH, 2024

PREPARED FOR



Ryan Reid
Director of Administrative Services

T: 620.225.8100
E: rtreid@dodgecity.org

City of Dodge City
806 N. 2nd Ave.
Dodge City, Ks 67801

PREPARED BY



Natalie Cox, AIA Associate
Marketing Manager | Designer

T: 620.225.1199
E: ncox@bldgsolutions.net

Building Solutions, LLC
11106 Saddle
Dodge City, Ks 67801

City of Dodge City
Attn: Ryan Reid
Director of Administrative Services
806 N. 2nd Ave.
Dodge City, KS 67801

Thursday, October 17th, 2024

Dear Mr. Ryan Reid,

Building Solutions, LLC is pleased to submit our proposal for the **Beeson Park Splashpad Project**, including both the design and price components. We are excited to serve as the Solution Provider for this project and partner with **Water Odyssey by Fountain People**, who previously supplied equipment for the City of Dodge City's Long Branch Lagoon Waterpark. This partnership ensures continuity and consistency in the play structures at Beeson Park.

Our design for the Beeson Park Splashpad features a **Potable Flow-Through System** that utilizes clean, drinkable water in the splashpad before safely directing it into the city sewer system. The design approach aligns with the unique character of Beeson Park, which serves as an arboretum dedicated to growing trees and showcasing diverse plant species.

To enhance this theme, we have selected **Water Odyssey's Sprig Sprayer** as the central attraction, complemented by the **Split Pea**, which resembles a young sprout. These overhead and above-ground water features symbolize young trees sprouting, perfectly connecting with the park's themes of growth, nature, and exploration. They provide children with a fun and engaging space to enjoy water play while being surrounded by the natural beauty of the arboretum, fostering a connection between play, water, and the outdoors.

The attached circular design includes **(5) Fountain Can Jet Clusters, (5) Fountain Can Adjustable Precision Jets, and (1) Touch & Go Activation bollard**. These 10 in-ground waters features incorporate color-changing lights with internal drains, adding a dynamic visual element. The two-toned colored concrete in the design uses a darker tone to represent the "earth" beneath the Sprig Sprayer, further integrating the splashpad into the natural setting.

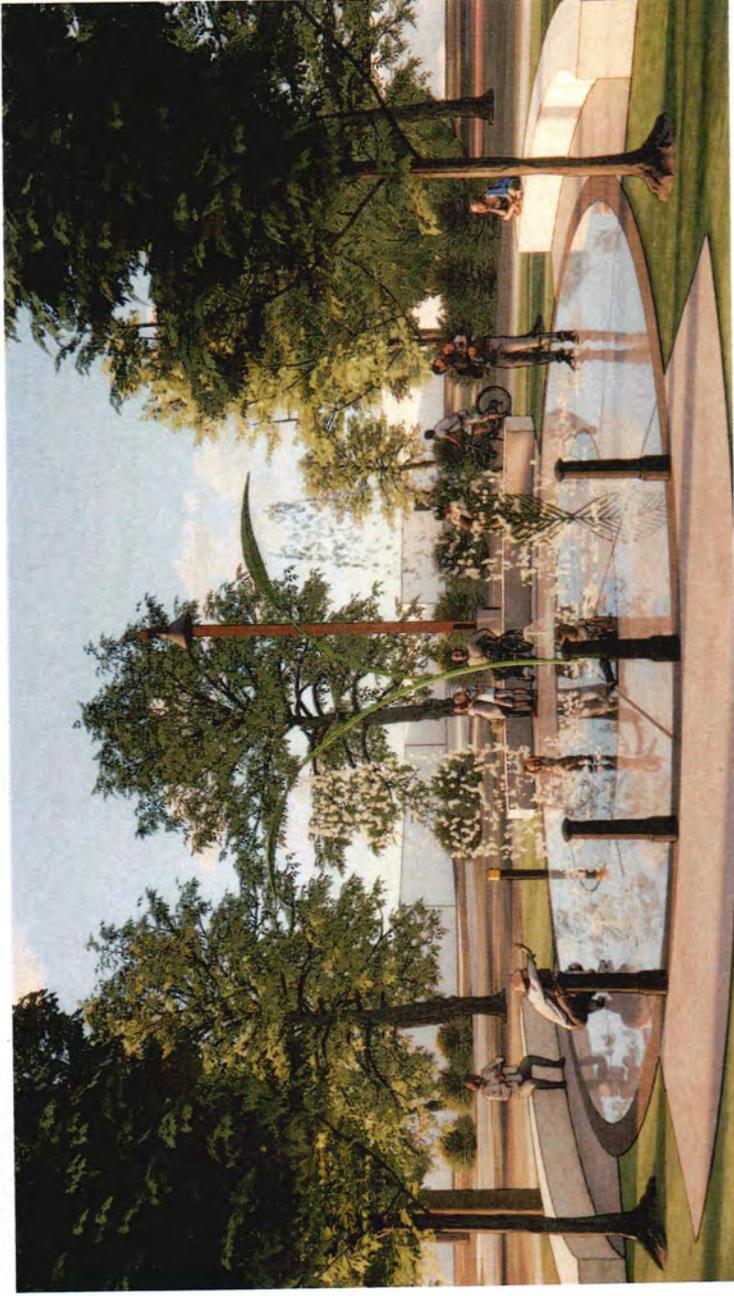
In keeping with the continuity of other city projects, including the Streetscape project, we have incorporated limestone landscaping blocks and benches arranged radially around the splashpad to provide seating for visitors. Additionally, four lighted bollards repurposed from the streetscape are strategically placed to prevent unwanted vehicle access, ensuring safety while enhancing the park's aesthetic. A single light pole base and installation costs have also been included. Bollards and Light pole would be supplied by the City of Dodge City.

The proposal encompasses the following components: Water Odyssey Features, Operating Equipment, plumbing Pro Flow Plumbing Quote, concrete, and hardscape items.

The Guaranteed Maximum Price (GMP) for the Beeson Park Splash Pad is \$291,126.00

This total includes \$100,000 for the Splash Pad Equipment provided by Water Odyssey. Attached are the equipment and plumbing plans provided by Water Odyssey long with hardscape plans provided by Building Solutions.

BEESON PARK & ARBORETUM SPLASH PAD



CITY OF DODGE CITY

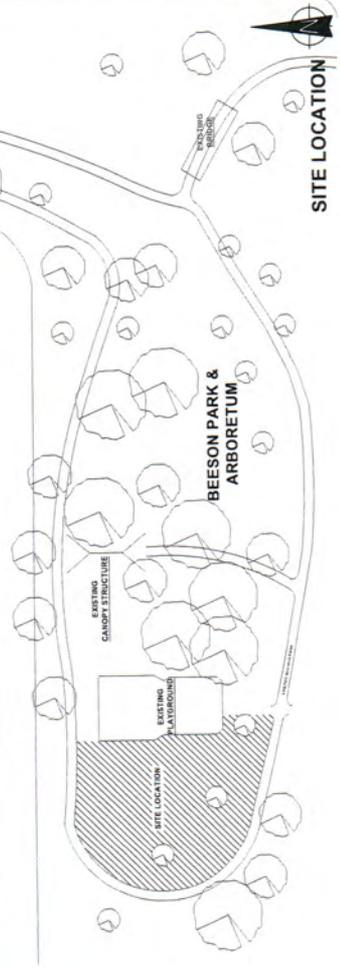
BEESON PARK & ARBORETUM
405 W. BEESON RD. DODGE CITY, KS 67801

RFP: 2024 10 SPLASH PAD

CITY HALL: DODGE CITY
ATTN: RYAN REID
806 N. 2ND AVE
DODGE CITY, KS 67801

EQUIPMENT VENDOR:
WATER ODYSSEY
BY FOUNTAIN PEOPLE
P.O. BOX 807
SAN MARCOS TX, 78667

GENERAL CONTRACTOR
BUILDING SOLUTIONS
11106 SADDLE RD.
DODGE CITY, KS 67801



CITY OF DODGE CITY BEESON SPLASH PAD 405 W. BEESON RD. DODGE CITY, KS 67801		DATE 10.8.24	DRAWN BY NAT	SCALE AS SHOWN	SHEET NUMBER CO
The Planning, Investigation, and Design Services provided by the Consultants are the property of the Consultants and shall remain the property of the Consultants. No part of this work shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Consultants.		Planning & Design Solutions LLC 808 McArthur Rd. Dodge City, KS 67801 Phone: 620-225-1199 • Fax: 620-225-1420		SHEET TITLE PROPOSED BEESON SPLASH PAD	

The Designer, Manufacturer, and Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Designer shall be responsible for providing all necessary information to the Contractor for the construction of the project. The Contractor shall be responsible for the construction of the project in accordance with the plans and specifications provided by the Designer. The Designer shall not be responsible for the construction of the project.

Phone: 800-225-1196 • Fax: 620-225-1300
 405 W. BEESON RD. DODGE CITY, KS 67801

Salman
 CONSULTING ENGINEERS
 ARCHITECTS
 LANDSCAPE ARCHITECTS
 PLANNERS
 P.C.
 LLC

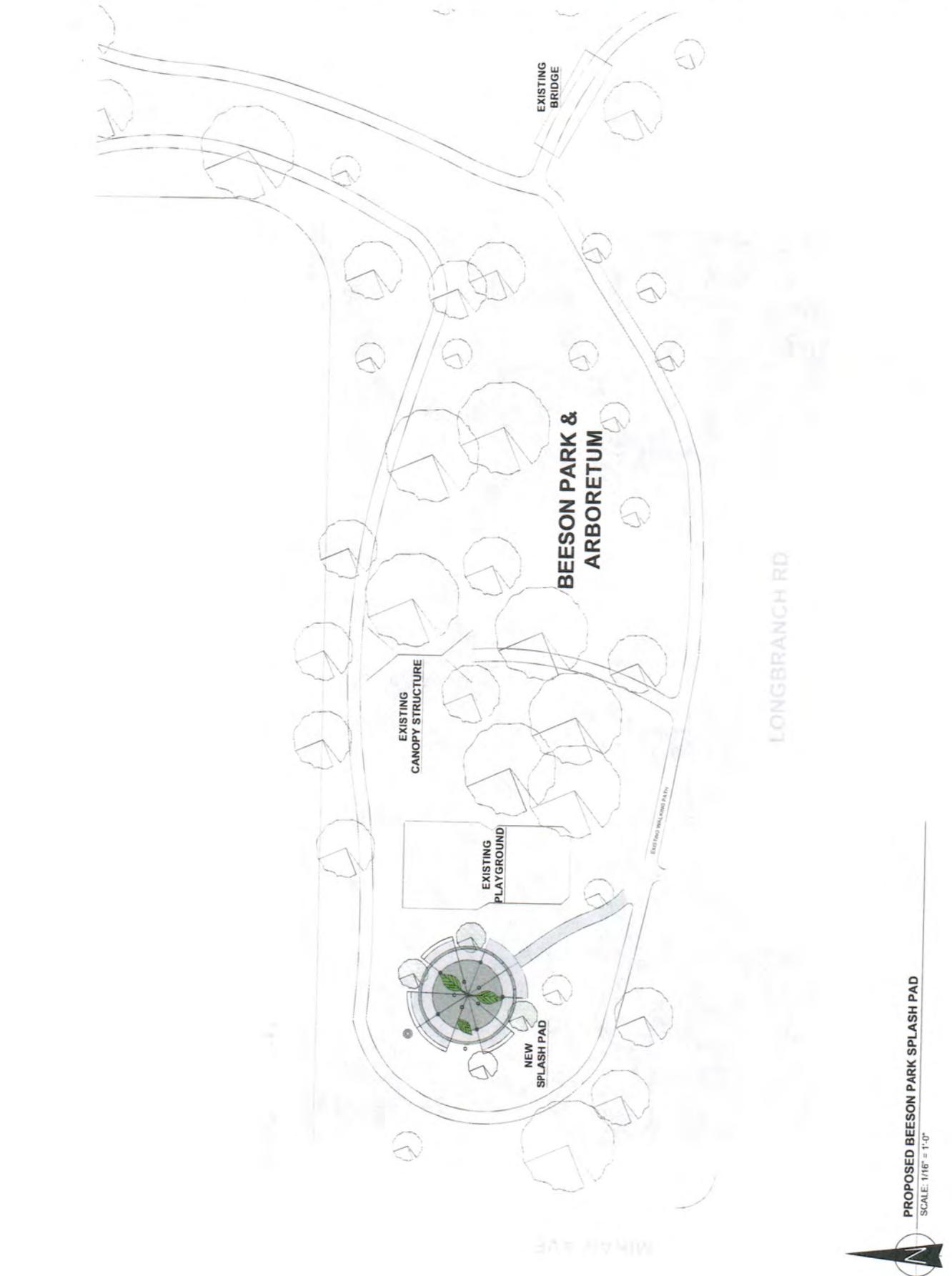
DATE: 10.8.24
 DRAWN BY: NAT
 APPROVED BY:

CITY OF DODGE CITY
BEESON SPLASH PAD
 405 W. BEESON RD. DODGE CITY, KS 67801

CITY OF DODGE CITY
PROPOSED BEESON SPLASH PAD

DATE: 10.8.24
 SHEET NUMBER: **A1**

SCALE: 1/16" = 1'-0"



PROPOSED BEESON PARK SPLASH PAD
 SCALE: 1/16" = 1'-0"



RFP SPLASHPAD







SPECIALISTS

In

SPLASH PADS /SPRAY GROUNDS

MUNICIPAL PARKS, HOA'S, CAMPGROUNDS

We are a Texas based manufacturer of splash pad and fountain equipment. Since 2010 we have been installing our equipment throughout municipalities in Texas.

Our equipment is built to last; 304L stainless steel with high quality powder coating in every color of the rainbow.

We work with cities, municipalities, engineers, architects, developers, campgrounds and HOA's in the design and installation of splash pads and fountains.

Our in house team of designers work with your team to create a unique space to be enjoyed by your community for years to come.

Our turnkey solutions provide support at every level from design and initial consultation to construction with our in - house experienced contractors.

Whether you are looking to install a small or large community splash pad, we have the expertise. We will work with your team to deliver a distinctive design for your special community space



All information provided here including designs and pricing are proprietary and confidential and intended for the requesting entity only. Any dissemination, sharing and copying of the information without the explicit consent of Oasis Waterplaygrounds Inc. is a violation of our confidential documents.

Total price for a TURNEKY potable system is 235,000 for a splash pad at 1800 sq ft.

Broom finish, 3500 PSI concrete 2 color selection of street bond surfacing.

PLEASE SEE CITY OF LIBERAL KANASAS

1. MCCRAY PARK AND MAHURON PARKS INSTALLED 2024

THANK YOU AND FOR FOLLOW UP PLEASE CONTACT

TARA MENON

SALES DIRECTOR OASIS WATERPLAYGROUNDS

713-370-6601 OFFICE 356-549-2892 CELL

RFP Splashpad

Vender	Equipment only Cost	Turn Key Cost	Comments
Power Play/ Vortex	\$97,000.00	\$120,530.00	
Athco Option 1	\$80,194.00	\$290,044.00	
Athco Option 2	\$70,314.00	\$289,314.00	
Athco Option 3	\$101,024.00	\$309,524	
Seaspray Splash pads, LLC		\$119,810.00	
Building Solutions	\$100,000.00	GMP \$291,126.00	
Oasis Waterplaygrounds		\$235,000.00	
The Playground Consultants	95,000.00	\$194,093.00	



Project Location

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community