

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Tuesday, January 19, 2016

7:00 p.m.

MEETING #5027

CALL TO ORDER

ROLL CALL

INVOCATION BY Jerre Nolte, First United Methodist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 4, 2016;
2. Appropriation Ordinance No. 2, January 18, 2016;
3. Cereal Malt Beverage License:
 - (a) Tacos Jalisco Restaurant, 412 E. Wyatt Earp Blvd.;
 - (b) Taylor's Road House, Inc., 2305 W Wyatt Earp Blvd.;
 - (c) Don Hector, 208 S. 2nd Avenue;

ORDINANCES & RESOLUTIONS

Ordinance No. 3621: An Ordinance Repealing Ordinance No. 3554 of the City of Dodge City, Kansas, and Deleting Article 9 to Chapter V of the Dodge City Code Relating to Scrap Metal Dealers. Report by Finance Director/City Clerk, Nannette Pogue.

Charter Ordinance No. 39: A Charter Ordinance No. 16 and Charter Ordinance No. 22: Dealing with Municipal Elections. Report by City Manager Cherise Tieben.

Discussion of Future Municipal Elections.

Resolution No. 2016-02: A Resolution Authorizing the Offering for Sale of Sales Tax Refunding Revenue Bonds, Series 2016, of the City of Dodge City, Kansas. Report by Finance Director/City Clerk, Nannette Pogue.

Ordinance No. 3622 – An Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2016-A, of the City of Dodge City, Kansas; Providing for the Levy and Collection of An Annual Tax For The Purpose of Paying the Principal of and Interest on Said Bonds as They Become Due; Authorizing Certain Other Documents and Actions in Connection Therewith; and Making Certain Covenants with Respect Thereto. Report by Finance Director/City Clerk, Nannette Pogue.

Resolution No. 2016-03- A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2016-A. of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3622 of the Issuer; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith. Report by Finance Director/City Clerk, Nannette Pogue.

Approval of Bids for Sales of 2016-Go Bonds and Award of the Bonds to the Successful Bidder. Report by Finance Director/City Clerk, Nannette Pogue.

NEW BUSINESS

1. Appointments of City Commissioners to Dodge City/Ford County Development Corporation Board of Directors. Report by City Manager, Cherise Tieben.
2. Approval to Ratify Purchase of Boiler for the Public Library. Report by Director of Parks & Recreation, Paul Lewis.
3. Approval of Management Agreement with YMCA of Southwest Kansas. Report by City Manager, Cherise Tieben.
4. Approval of Extension of Existing Option Agreement with John Harding. Report by City Manager, Cherise Tieben.
5. Approval of Letter of Agreement with Dial Realty Corp. Report by City Manager, Cherise Tieben.

EXECUTIVE SESSION

1. Discussion of Confidential Data relating to Financial Affairs of Second Parties.
2. Discussion prior to Acquisition of Real Estate.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, January 4, 2016

7:00 p.m.

MEETING #5026

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners, Jan Scoggins, Rick Sowers, and Brian Delzeit. Commissioner Kent Smoll was reported absent.

INVOCATION by Jerre Nolte, First United Methodist Church

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Mayor Joyce Warshaw proclaimed Wednesday, January 13, 2016 to be Big Brother Big Sister Be a Mentor Day. Andrea Grantz thanked the Commission for the proclamation and told the public that Big Brother Big Sisters would be kicking off a campaign on Wednesday, January 13 at 11:30 a.m. at Prime on the Nine and invited everyone out.

PUBLIC HEARING

Advisability of Creating a Community Improvement District for Leisure Development in the area of the Heritage District. Nannette Pogue talked about the project. Brad Ralph, City Attorney, explained that the original petition was signed by the City because they owned the land at the time the process started. Since that time the land has been sold to Leisure Development and they have signed a consent of the CID. There were no public comments.

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).

Cathy Reeves gave report on Dodge City Public Library and talked about the highlights of 2015.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 21, 2015;
2. Approval of City Commission Special Meeting Minutes, December 31, 2015;
3. Appropriation Ordinance No. 1, January 4, 2016;
4. Cereal Malt Beverage License:
 - a. Walgreens Store #07817, 1801 N. 14th Avenue

5. Approval of Parking License Agreement.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented; Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3620: An Ordinance authorizing the creation of the Leisure Development Community Improvement District in the City of Dodge City, Kansas; authorizing the imposition of a Community Improvement District Sales Tax to be collected within such district; and approving and authorizing certain other actions in connection therewith (Leisure Development CID) was approved on a motion by Commissioner Brian Delzeit. The motion was seconded by Commissioner Jan Scoggins. The motion carried 4-0.

Resolution No. 2016-01: A Resolution Authorizing the Offering for Sale of General Obligation Bonds, Series 2016-A, of the City of Dodge City, Kansas was approved on a motion by Commissioner Brian Delzeit. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.

OTHER BUSINESS

Jane Longmeyer, Public Information Officer announced that the City of Dodge City is seeking Board and Commission applicants. The deadline to apply for these Boards and Commissions is January 23.

Commissioner, Brian Delzeit:

- Would encourage any citizen who is interested to apply for a Board and Commission seat that is open. It is a great way to get involved in your community;
- Happy New Year!
- Encourage all citizens to adopt a New Year's resolution to buy in Dodge City if you can.

Commissioner, Rick Sowers:

- Inquired about a Commission retreat. Cherise is still looking for dates, but will get possible ones to you when she can.

Commissioner, Jan Scoggins:

- Thanked Cathy Reeves for the Public Library report;
- Congratulations to Big Brothers Big Sisters for their program;
- Thank you to all of you who have listened or watched the Commission on TV.

Mayor, Joyce Warshaw

- Happy 2016! It will be a good year!
- Take care of your pets.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting; Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City

SECTION 1 – LICENSE TYPE
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): 004-K42613037-F01		
Name Amado Alvarez	Phone No. (620) 255-9049	Date of Birth 02/27/1966
Residence Street Address 10829 McArtor Rd	City Dodge City, KS	Zip Code 67801
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 – LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Tacos Jalisco #2	Name Amado Alvarez
Business Location Address 412 East Wyatt Earp Blvd	Address P.O. Box 1311
City Dodge City	City Dodge City
State Kansas	State Kansas
Zip 67801	Zip 67801
Business Phone No. (620) 225-3101	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) Amado Alvarez	

SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>21</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of _____

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-461660769F-01</u>		
Name <u>Charles R Taylor Jr</u>	Phone No. <u>620 338 3881</u>	Date of Birth <u>8-1-64</u>
Residence Street Address <u>111 McCausland Rd #2</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>ANN Taylor</u>	Phone No. <u>620 682 3449</u>	Date of Birth <u>3566</u>
Residence Street Address <u>Same</u>	City <u>Same</u>	Zip Code <u>67801</u>

SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Taylor Road house LLC</u>	Name
Business Location Address <u>2305 W Wyatt Exp</u>	Address
City <u>Dodge City KS</u> State Zip <u>67801</u>	City State Zip
Business Phone No. <u>620 371 6866</u>	<input type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.
Business Location Owner Name(s) <u>23</u>	

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>45</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name <u>Jaelyn Acosta</u>	Phone No. <u>620-430-2313</u>	Date of Birth <u>11-11-89</u>
Residence Street Address <u>11097 Lanat way</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>N/A</u>	Phone No. <u>—</u>	Date of Birth <u>—</u>
Residence Street Address <u>—</u>	City <u>—</u>	Zip Code <u>—</u>

SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Don Hector</u>	Name <u>—</u>
Business Location Address <u>208 S. 2nd Ave</u>	Address <u>—</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>—</u> State <u>—</u> Zip <u>—</u>
Business Phone No. <u>620-430-2313</u>	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.
Business Location Owner Name(s) <u>Hector Acosta</u>	

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>18</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: January 13, 2016
Subject: Ordinance Repealing Ordinance No. 3554 Relating to Scrap Metal Dealers
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve the Ordinance repealing Ordinance No. 3554.

Background: In 2015, the Kansas Legislature adopted House Bill 2048. This bill gave the Attorney General the sole authority to regulate scrap metal dealers. Cities can no longer regulate them.

Justification: Since Cities no longer regulate scrap metal dealers, the ordinance regulating them should be repealed as not to cause confusion in the future.

Financial Considerations: None

Purpose/Mission: We strive for high service standards

Legal Considerations: Ordinance complies with the State regulations.

Attachments: Ordinance Repealing Ordinance No. 3554

ORDINANCE NO. 3621

AN ORDINANCE REPEALING ORDINANCE NO. 3554 OF THE CITY OF DODGE CITY, KANSAS, AND DELETING ARTICLE 9 TO CHAPTER V OF THE DODGE CITY CODE RELATING TO SCRAP METAL DEALERS.

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

The State of Kansas adopted HB 2048 in the 2015 Legislative Session. This House Bill gave the Attorney General the sole authority to regulate scrap metal dealers. Cities can no longer regulate them.

The City of Dodge City hereby repeals Ordinance No. 3554, An Ordinance Adding Article 9 to Chapter V of the Dodge City Code Relating to Scrap Metal Dealers.

Article 9, Chapter V of the Dodge City Code Relating to Scrap Metal Dealers is hereby deleted.

This Ordinance shall take effect upon its publication in the official City newspaper as provided by law.

PASSED AND APPROVED by the Governing Body of the City of Dodge City, Kansas this 19th day of January, 2016.

Mayor

ATTEST:

City Clerk

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: January 14, 2016
Subject: Elections
Agenda Item: Charter Ord. 39

Recommendation: Staff recommends passage of Charter Ordinance 39 which repeals Charter Ordinance Nos. 22 and 16 which established our April elections. We also need to have direction on your desire to hold future elections on November of odd or even years.

Background: Due to the State Legislature's passage of new local election guidelines in 2015, municipalities are being encouraged to amend their election dates to either November of even years with the federal races, November of odd years or remain the same and change to either November election thereafter. The Commission discussed the pros and cons of the April election at the December 21st meeting and decided to move to November elections and to discuss at a future meeting the November options.

Justification: Since our Charter Ordinance defined the need for the April election, it is necessary to repeal that Ordinance or have the election in April. Once the Commission has the opportunity to further discuss the November options we can prepare a new Charter Ordinance establishing which November election you prefer to participate in as our community progresses.

Financial Considerations: None

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

Legal Considerations: Compliance with State Statute

Attachments: election spreadsheet and Charter Ordinance.

CHARTER ORDINANCE NO. 39

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE NO. 16 AND REPEALING CHARTER ORDINANCE NO. 22

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

SECTION 1. Charter Ordinance No. 16, regarding municipal elections is hereby repealed.

SECTION 2. Charter Ordinance No. 22, regarding municipal elections is hereby repealed.

SECTION 3. This ordinance shall be published once each week for two consecutive weeks in the official City paper as provided by law.

SECTION 5. This ordinance shall take effect sixty-one (61) days following final publication, unless a sufficient petition in Article 12, Section 5, Subsection C-3 of the constitution of the State of Kansas in which case the ordinance shall be effective if approved by a majority of the electors voting thereon.

Passed and approved by the Governing body of the City of Dodge City, not less than two-thirds of the members elect voting in favor of this ordinance, this 19th day of January, 2016.

Major

ATTEST:

Nannette Pogue, City Clerk

		Expiration of Current Term prior to new legislation	Option 1		Option 2		Option 3		
Took Office			Election Date	Term**	Election Date	Term	Election Date	Term	
Brian Delzeit	4 year term	Apr-16	Apr-16	Apr-16 to Jan-20	Nov-16	Jan-17 to Jan-21	Nov-17	Jan-18 to Jan-22	
Joyce Warshaw	4 year term	Sep-12	Apr-16	Apr-16 to Jan-20	Nov-16	Jan-17 to Jan-21	Nov-17	Jan-18 to Jan-22	
Kent Smoll	2 year term	Apr-14	Apr-16	Apr-16 to Jan-18	Nov-16	Jan-17 to Jan-19	Nov-17	Jan-18 to Jan-20	
Rick Sowers	4 year term	Apr-14	Apr-18	Nov-17	Jan-18 to Jan-22**	Nov-18	Jan-19 to Jan-23	Nov-19	Jan-20 to Jan-24
Jan Scoggins	4 year term	Apr-14	Apr-18	Nov-17	Jan-18 to Jan-22**	Nov-18	Jan-19 to Jan-23	Nov-19	Jan-20 to Jan-24

**Term is assuming that you will prefer to have elections in odd years, away from National elections

Memorandum

To: Cherise Tieben City Manager
From: Nannette Pogue
Date: January 14, 2016
Subject: Resolution No. 2016-02
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution No. 2016-02

Background: Resolution No. 2016-02 is a resolution that offers for sale of Sales Tax Refunding Revenue Bonds, Series 2016, of the City of Dodge City.

Our Financial Advisor, Pat Hinojos, Stifel, Nicolaus, reviews all of our bonds periodically and at times when she thinks there may be opportunities for savings. The Sales Tax Revenue Bonds issued to fund the Special Events Center has a current outstanding amount of \$36,180,000. Because of the current market there is a possibility that these bonds can be refunded with a net present value benefit of \$2,526,606. That is a very good savings margin on those outstanding bonds.

Attached is an analysis of those bonds and on page 3 of the spreadsheet it shows a detail analysis and states the savings.

This resolution gives us the opportunity to refund those bonds if the market holds. If the bonds do go out for sale and things have changed that we don't realize a sizable savings, then the sale won't go forward. But, this gives us the authority that we need if the savings are there.

Justification: The City is offering for sale the bonds and approving the Preliminary Official Statement so that the underwriter can refund the current Sales Tax Revenue Bonds if the market is right.

Financial Considerations: The City of Dodge City stands to realize a net present value benefit of \$2,526,606.89.

Purpose/Mission: We strive for high service and performance standards

Legal Considerations: Legal obligations fulfilled by authorizing resolution.

Attachments: Resolution No. 2016-02 and analysis of bond issue.

RESOLUTION NO. 2016-02

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF SALES TAX REFUNDING REVENUE BONDS, SERIES 2016, OF THE CITY OF DODGE CITY, KANSAS.

WHEREAS, the City of Dodge City, Kansas (the "City") is a city of the first class duly created, organized and existing under the Constitution and laws of the State of Kansas; and

WHEREAS, pursuant to Resolution No. 97-11, adopted by the governing body of the City on April 28, 1997, and K.S.A. 12-187 *et seq.*, as amended (the "Act"), a special election was duly held in the City on June 10, 1997, on the question of whether to implement a special City-wide retailers' sales tax at a rate of one-half percent (0.5%) (the "City Sales Tax"); the collection of one-quarter percent (1/4%) of which will commence on October 1, 1997 and the remaining one-quarter percent (1/4%) of which will commence on January 1, 2000 upon the expiration of the City's 1994 Sales Tax, in order to jointly finance, in conjunction with Ford County, Kansas (the "County"), the construction, equipping and operation of certain public projects, including installing air conditioning in the Civic Center, constructing an outdoor motor sports complex, constructing field sports facilities, constructing and equipping a special events center and other public projects (collectively the "Projects") and authorizing the issuance of revenue bonds of the City payable from and secured by the proceeds of the City Sales Tax, and it was found and determined that more than a majority of the qualified electors of the City voting on the question had voted in favor of the implementation of the City Sales Tax for the purpose aforesaid and the issuance of such revenue bonds; and

WHEREAS, pursuant to Resolution No. 1997-12 and the Act, a special election was also duly held in the County on June 10, 1997, on the question of whether to implement a special County-wide retailers' sales tax at a rate of one-half percent (0.5%), (the "County Sales Tax"); the collection of one-quarter percent (1/4%) of which will commence on October 1, 1997 and the remaining one-quarter percent (1/4%) of which will commence on upon the expiration of the County's 1991 Sales Tax, in order to finance, in conjunction with the City, the construction, equipping and operation of the Projects and authorizing the issuance of revenue bonds of the County payable from and secured by the proceeds of the County Sales Tax to be retained by the County, and it was found and determined that more than a majority of the qualified electors of the County voting on the question had voted in favor of the implementation of the County Sales Tax for the purpose aforesaid and the issuance of such revenue bonds; and

WHEREAS, pursuant to Resolution No. 97-11, the governing body of the City declared an intent, in order to finance a portion of the costs of the Project, to issue sales tax revenue bonds secured by the City's share of the County Sales Tax, a notice of such intent was duly published in accordance with the provisions of the Act and no sufficient protest was filed against the issuance of such revenue bonds within the time period prescribed in the Act; and

WHEREAS, the City and the County have entered into an Interlocal Cooperation Agreement, dated July 21, 1997 (the "Cooperation Agreement") whereby the City and County agree to: (a) jointly fund the construction, equipping and operation of the Projects; (b) deposit the proceeds to be derived by the City and County from the City Sales Tax and the County Sales Tax into a separate fund to be established and maintained by the City; (c) create a Project Review and Advisory Committee (the "Project Committee") to oversee the location, construction and operation of the Projects; (d) permit the County to assign its rights to issue revenue bonds against its portion of the County Sales Tax to the City; and (e) authorize the City, upon recommendation of the Project Committee, to issue sales tax revenue bonds secured by the City Sales

Tax, the City's portion of the County Sales Tax and the County's portion of the County Sales Tax (collectively the "Sales Tax"); and

WHEREAS, pursuant to such authority the City has heretofore issued and has outstanding its: (a) Sales Tax Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), in the original principal amount of \$40,300,000, to finance a portion of the costs of the Projects; and (b) Sales Tax Revenue Bonds, Series 2015, in the original principal amount of \$9,840,000, to finance a portion of the costs of the Projects; and

WHEREAS, due to the current interest rate environment, the City has the opportunity to issue its refunding revenue bonds in order to achieve an interest cost savings on all or a portion of the following described Series 2009 Bonds (the "Refunded Bonds"):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
Sales Tax Revenue Bonds	2009	May 6, 2009	2016 to 2034	\$36,180,000

WHEREAS, the City Commission of the City (the "Governing Body") hereby selects the firm of Stifel, Nicolaus & Company, Inc., Wichita, Kansas (the "Purchaser"), as underwriter for one or more series of refunding revenue bonds of the City to be issued in order in order to provide funds to refund the Refunded Bonds and fund related bond reserves and financing costs; and

WHEREAS, the City desires to authorize the Purchaser to proceed with the offering for sale of said refunding revenue bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the City is to prepare and distribute a preliminary official statement relating to said refunding revenue bonds; and

WHEREAS, the City desires to authorize the Purchaser, in conjunction with the Director of Finance/Clerk and Gilmore & Bell, P.C., Wichita, Kansas, the City's bond counsel ("Bond Counsel"), to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said refunding revenue bonds; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of said refunding revenue bonds, the Governing Body desires to authorize the Mayor to confirm the sale of such refunding revenue bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinance and resolution providing for the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS, AS FOLLOWS:

Section 1. The Purchaser is hereby authorized to proceed with the offering for sale of the City's Sales Tax Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds") in accordance with the presentation made by the Purchaser this date. The offering for sale of the Series 2016 Bonds shall be accomplished in consultation with the City Manager, Director of Finance/Clerk, and Bond Counsel.

The confirmation of the sale of the Series 2016 Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser and the City (the "Bond Purchase Agreement") in a form approved by Bond Counsel and the City Attorney, the passage of an ordinance and adoption of a resolution by the Governing Body authorizing the issuance of the Series 2016 Bonds and the execution of various documents necessary to deliver the Series 2016 Bonds. The Mayor is hereby authorized to execute the

Bond Purchase Agreement subject to the following parameters: (a) the principal amount of the Series 2016 Bonds shall not exceed \$45,200,000; and (b) the present value savings associated with refunding the Refunded Bonds shall be not less than 4% of the outstanding principal of the Refunded Bonds.

Section 2. The Mayor and Director of Finance/Clerk, in conjunction with Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Series 2016 Bonds (the "Preliminary Official Statement"), and such officials and other representatives of the City are hereby authorized to use such document in connection with the sale of the Series 2016 Bonds.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Director of Finance/Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The City agrees to provide to the Purchaser within seven business days of the date of the Bond Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G -32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Manager, Director of Finance/Clerk and the other officers and representatives of the City, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Series 2016 Bonds; (b) provide for notice of redemption of the Refunded Bonds; and (c) purchase or subscribe for the securities to be deposited in the escrow for the Refunded Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on January 19, 2016.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2016

To: Stifel, Nicolaus & Company, Inc.
Wichita, Kansas

Re: City of Dodge City, Kansas, Sales Tax Refunding Revenue Bonds, Series 2016

The undersigned are the duly acting Mayor and Director of Finance/Clerk of the City of Dodge City, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Series 2016 Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of Series 2016 Bonds depending on such matters.

CITY OF DODGE CITY, KANSAS

By: _____
Title: Mayor

By: _____
Title: Director of Finance/Clerk

CITY OF DODGE CITY, KANSAS

City Hall
806 2nd Avenue
P.O. Box 880
Dodge City, Kansas 67801

January 19, 2016

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: City of Dodge City, Kansas
Tax I.D. No: 48-6008416
Bonds: Sales Tax Refunding Revenue Bonds, Series 2016 (the “Bonds”)
Underwriter: Stifel, Nicolaus & Company, Inc., Wichita, Kansas
Escrow Agent: Security Bank of Kansas City, Wichita, Kansas – ABA No. 1010-0092-5
Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of Series 2016 Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date.

The Issuer certifies that the SLGS will be purchased solely from proceeds of Series 2016 Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Underwriter to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

CITY OF DODGE CITY, KANSAS

By: _____
Name: Nannette Pogue

\$34,870,000

City of Dodge City, Kansas - Sales Tax Revenue Refunding Bonds Sr 2016 TEST

Not BQ, A+ rated, Callabel 6 1 27, scale Jan 8th

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
06/01/2016	1,663,394.00	0.200%	123,988.68	1,787,383.47	1,787,382.50	0.97
06/01/2017	2,163,698.00	0.760%	492,416.89	2,656,114.89	2,656,115.00	0.86
06/01/2018	2,225,321.00	1.080%	475,194.03	2,700,515.03	2,700,515.00	0.89
06/01/2019	34,228,700.00	1.330%	451,226.61	34,679,926.61	34,679,927.50	-
Total	\$40,281,113.00	-	\$1,542,826.21	\$41,823,940.00	\$41,823,940.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.79
Cost of Investments Purchased with Bond Proceeds	40,281,113.00
Total Cost of Investments	\$40,281,113.79
Target Cost of Investments at bond yield	\$38,757,524.76
Actual positive or (negative) arbitrage	(1,523,589.03)
Yield to Receipt	1.3015582%
Yield for Arbitrage Purposes	2.6496825%
State and Local Government Series (SLGS) rates for	1/06/2016

The interest rate and rating assumptions assumed in this presentation are based on current market conditions and similar credits based on the spread to the MMD. Actual results may differ, and Stifel makes no commitment to underwrite.

Dodge City Sales Tax Rfnd | SINGLE PURPOSE | 1/11/2016 | 10:29 AM

Memorandum

To: Cherise Tieben City Manager
From: Nannette Pogue
Date: January 14, 2016
Subject: Approval of Bids for General Obligation Bonds, Series 2016-A and award of bonds
Agenda Item: New Business

Recommendation: I recommend the City Commission ratify the approval of the bids for the General Obligation Bonds and award the bonds to the successful bidder

Background: The General Obligation Bonds, Series 2016-A of the City of Dodge City is a public sale and, as advertised, the bids are due by 11:00 a.m. CST on Tuesday, January 19th. The results of those bids will be available for the City Commission's review at the meeting on Tuesday night. Immediately after the sale the Mayor will sign the award of bid and the City Commission will ratify the approval of the bid and the award of the bonds to the successful bidder at the meeting on Tuesday night.

All authorizing documents for the sales of the General Obligation Bonds in the amount of \$5,855,000 have been previously approved by the City Commission. This is the final step in the process.

Justification: To approve bids that were advertised for the Public Bond Sale.

Financial Considerations: None

Purpose/Mission: We strive for high service and performance standards

Legal Considerations: Legal obligations have been fulfilled.

Attachments: Notice of Bond Sale. The bids will be available at the meeting.

NOTICE OF BOND SALE

\$5,855,000*

CITY OF DODGE CITY, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2016-A**

(GENERAL OBLIGATION BONDS PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Facsimile and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”) of the City of Dodge City, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Director of Finance of the Issuer at the address hereinafter set forth in the case of facsimile bids, and via PARITY® in the case of electronic bids, until **11:00 A.M.**, Central Standard Time (the “Submittal Hour”), on

JANUARY 19, 2016

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the “Successful Bidder”) will be acted upon immediately thereafter by the Issuer’s Mayor and ratified by the governing body at its meeting to be held at 7:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated February 3, 2016 (the “Dated Date”), and will become due in principal installments on September 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2016	\$275,000	2026	\$285,000
2017	215,000	2027	295,000
2018	220,000	2028	305,000
2019	230,000	2029	320,000
2020	235,000	2030	330,000
2021	240,000	2031	345,000
2022	250,000	2032	360,000
2023	255,000	2033	370,000
2024	265,000	2034	385,000
2025	270,000	2035	405,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2016 (the “Interest Payment Dates”).

*** Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Bonds, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The principal amount of any maturity may be adjusted by the Issuer in order to properly size the Bond issue. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or principal of any maturity as described herein. If there is an increase or decrease in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., central standard time, on the Sale Date. The actual purchase price for the Bonds shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Bonds, as adjusted, plus accrued interest from the date of the Bonds to the date of delivery.

Place of Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the "Bond Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date") (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the "State"). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in "book entry" form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to

the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to maturity on September 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the “Term Bonds”) scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY[®].

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 12-685 *et seq.*, as amended, and an ordinance and a resolution adopted by the governing body of the Issuer (collectively the “Bond Resolution”) for the purpose of paying the cost of certain main trafficway improvements (the “Improvements”). The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

Submission of Bids. Facsimile bids must be made on forms which may be procured from the Financial Advisor, should not be preceded by a cover sheet and should be sent only once to **(316) 337-8492**. Confirmation of receipt of facsimile bids may be made by contacting the Financial

Advisor at the number listed below. Electronic bids via PARITY[®] must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Bond Sale. If provisions of this Notice of Bond Sale conflict with those of PARITY[®], this Notice of Bond Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately. The Issuer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

PARITY[®]. Information about the electronic bidding services of PARITY[®] may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by *THE BOND BUYER*, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 5%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. The difference between the highest rate specified and the lowest rate specified cannot exceed 3%. No bid for less than **99%** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification as to initial offering prices described under the caption "Reoffering Prices" in this Notice.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit (the Deposit") in the amount of \$117,100 payable to the order of the Issuer to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid. *The Deposit must be received by the Issuer or the Financial Advisor prior to the Submittal Hour, unless such Deposit is submitted by wire transfer as described below, in which case the Deposit must be received by 2:00 pm central standard time on the Sale Date.* The Deposit may be submitted in any of the following forms:

- (a) Certified or cashier's check drawn on a bank located in the United States of America;
- (b) wire transfer in Federal Reserve funds, immediately available for use by the Issuer (wire transfer information may be obtained from the Financial Advisor at the addresses set forth below).

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Financial Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made; (b) the amount of the wire transfer; and (c) return wire transfer instructions in the event such bid is unsuccessful. Good Faith checks submitted by unsuccessful bidders will be returned; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received on the Sale Date. The Issuer reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder

defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. Subject to the timely receipt of the Deposit set forth above, the award of the Bonds will be made on the basis of the lowest true interest cost (“TIC”), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the Issuer or the bidder. The Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute.

The Issuer’s acceptance, including electronic acceptance through PARITY®, of the Successful Bidder’s proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the governing body of the Issuer.

Bond Ratings. The outstanding general obligation bonds of the Issuer are rated “A+” by Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc. The Issuer has applied to Standard & Poor’s for a rating on the Bonds herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder’s Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer. All costs associated with the issuance of such policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **FEBRUARY 3, 2016** (the “Closing Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Reoffering Prices. To provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), the Successful Bidder will be required to complete, execute and deliver to the Issuer prior to the delivery of the Bonds, a written certification (the “Issue Price Certificate”) containing the following: (a) the initial offering price and interest rate for each maturity of the Bonds; (b) that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of the Bonds would be sold to the “public” at prices not higher than the initial offering prices. For purposes of the preceding sentence “public” means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public.

Such initial offering prices to the public must also be included in the Official Bid Form submitted for the Bonds.

At the request of the Issuer, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder’s Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated January 4, 2016, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Financial Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder’s proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Bond Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2015 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$152,768,549
Tangible Valuation of Motor Vehicles (2014).....	<u>21,505,970</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$174,274,519

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$42,985,000.

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned or from the Financial Advisor at the addresses set forth below:

DATED: December 21, 2015.

CITY OF DODGE CITY, KANSAS
By: Nannette Pogue, Director of Finance

Good Faith Deposit Delivery Address:

City Hall
806 2nd Avenue
P.O. Box 880
Dodge City, Kansas 67801
Phone No.: (620) 225-8100
Fax No.: (620) 225-8144
Email: nannette@dodgecity.org

Financial Advisor - Facsimile Bid and Good Faith Deposit Delivery Address:

Stifel Nicolaus & Company, Inc.
301 N. Main, Suite 800
Wichita, Kansas 67202
Attn: Patricia A. Hinojos
Phone No.: (316) 337-8498
Fax No.: (316) 337-8492
Email: hinojosp@stifel.com

OFFICIAL BID FORM
 PROPOSAL FOR THE PURCHASE OF CITY OF DODGE CITY, KANSAS
 GENERAL OBLIGATION BONDS, SERIES 2016-A

TO: Nannette Pogue, Director of Finance
 City of Dodge City, Kansas

January 19, 2016

For \$5,855,000* principal amount of General Obligation Bonds, Series 2016-A, of the City of Dodge City, Kansas, to be dated February 3, 2016, as described in the Notice of Bond Sale dated December 21, 2015, said Bonds to bear interest as follows:

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
2016	\$275,000	_____ %	_____ %	2026	\$285,000	_____ %	_____ %
2017	215,000	_____ %	_____ %	2027	295,000	_____ %	_____ %
2018	220,000	_____ %	_____ %	2028	305,000	_____ %	_____ %
2019	230,000	_____ %	_____ %	2029	320,000	_____ %	_____ %
2020	235,000	_____ %	_____ %	2030	330,000	_____ %	_____ %
2021	240,000	_____ %	_____ %	2031	345,000	_____ %	_____ %
2022	250,000	_____ %	_____ %	2032	360,000	_____ %	_____ %
2023	255,000	_____ %	_____ %	2033	370,000	_____ %	_____ %
2024	265,000	_____ %	_____ %	2034	385,000	_____ %	_____ %
2025	270,000	_____ %	_____ %	2035	405,000	_____ %	_____ %

*Subject to change, see Notice of Bond Sale dated December 21, 2015

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount	\$5,855,000* <u>00</u>
Less Discount (not to exceed 1%).....	_____
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
Total interest cost to maturity at the rates specified	\$ _____
Net interest cost (adjusted for Discount and/or Premium)	\$ _____
True Interest Cost	_____ %

The Bidder elects to have the following Term Bonds:

<u>Maturity Date</u>	<u>Years</u>	<u>Amount*</u>
September 1, _____	_____ to _____	\$ _____
September 1, _____	_____ to _____	\$ _____

*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in said Notice of Bond Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. A cashier's or certified check, a wire transfer or a qualified financial surety bond in the amount of \$117,100 payable to the order of the Issuer, accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
 Telephone No. (____) _____

ACCEPTANCE

The above proposal is hereby accepted on behalf of the City of Dodge City, Kansas, on January 19, 2016.

Attest:

 Clerk

 Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Stifel Nicolaus & Company, Inc., Fax No. (316) 337-8492 or electronic bids may be submitted via **PARITY**[®], at or prior to 11:00 A.M., Central Standard Time, on January 19, 2016. Any bid received after such time will not be accepted or shall be returned to the bidder.

Memorandum

To: City Commissioners
From: Cherise Tieben
City Manager
Date: January 13, 2016
Subject: Board Appointments
Agenda Item: New Business

Recommendation: Staff recommends that the City Commission appoint City Commissioners to the following boards:

- Dodge City Family YMCA
 - Local Board (1)
 - Corporate Board (1)
- Dodge City Ford County Development Corporation (2)
- Community Facilities Advisory Board (1)

Justification: Due to various agreements and bylaws the Dodge City Family YMCA, the Dodge City Ford County Development Corporation and the Community Facilities Advisory Board are structured in a way which allows for representation from the City Commission. Annually the Commission appoints a representative to serve on the Boards of these organizations.

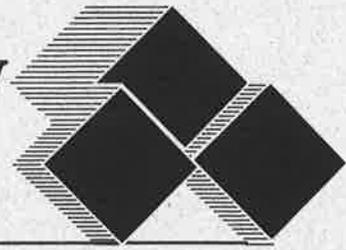
Financial Considerations: None

Purpose/Mission: These appointments are consistent with the City's Core Purpose of "Together We Serve to Make Dodge City the Best Place to be."

Legal Considerations: None

Attachments: Dodge City Ford County Development Corporation request letter.

Dodge City Ford County



DEVELOPMENT CORPORATION

311 W. Spruce • P.O. Box 818 • Dodge City, KS 67801-0818 • (620) 227-9501 • FAX (620) 338-8734 • 1-800-381-3690
www.dodgecdev.org • email: jknight@dodgecdev.org

January 5, 2016

Cherise Tieben, City Manager
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Dear Cherise;

As we begin the 2016-year, it is time to elect representatives from the City Commission to serve on our Board of Directors.

As stated in our by-laws, we are requesting that you remain on our Management Committee, which meets each month on the third Thursday at 11:30 a.m. You will automatically continue to serve on the Board of Directors also.

Additionally, two City Commissioners are requested to serve on the Board of Directors. Our Board of Directors meets on the third Thursday in the months of March, June, September and November at 12:00 noon. During those months, the Management Committee meeting will precede the Board at 11:00 a.m. instead of 11:30 a.m.

We greatly appreciate the support and interest the City has shown to our organization. We look forward to continuing the cooperation for the betterment of Dodge City and Ford County.

Please notify us as soon as possible as to whom you have elected to serve on our Board of Directors.

Sincerely,

A handwritten signature in cursive script that reads "Joann".

Joann Knight
Executive Director



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners
From: Paul Lewis, Parks & Recreation Director 
Date: January 14, 2016
Subject: Library Boiler Replacement
Agenda Item: New Business

Recommendation: Staff requests approval of the low proposal from Weber Refrigeration in the amount of \$40,969 for the replacement of the boiler at the Dodge City Public Library. Because of the nature of this repair, the work has already been awarded and this represents ratifying the award.

Background: Late last November the boiler at the Library failed. The center section on the sectional boiler failed and is leaking water over the burners. Presently the boiler is running at 33% efficiency and is in jeopardy of complete failure. As is, the ability for it to keep the building above freezing during a major cold spell is questionable.

Because this was considered an emergency situation and repairs needed to be expedited, staff contacted four local commercial HVAC contractors and asked for proposals. Two contractors chose not to provide a proposal. Weber Refrigeration and Knipp Equipment both submitted a proposal. Weber provided the low proposal for a complete replacement.

Justification: Two vendors inspected the boiler system and both concluded that due to age, the location of the failure, and efficiency, repairing the existing boiler was not feasible. The replacement boiler will be 95% efficient and save on operating costs moving forward.

Financial Considerations: This repair has occurred unexpectedly and was not budgeted. The funds will come from the CIP fund and additional adjustments may be necessary to accommodate this expense. Any other Library capital projects will be deferred as well as potentially other City projects to accommodate this expense.

Purpose/Mission: To make Dodge City the best place to be.

Legal Considerations: N/A

Attachments: Knipp Proposal
Weber Proposal



Knipp Equipment Inc. / Kansas Trane
120 Ida 67211
Wichita KS 67202 0595
316 265 9655

John F. Knipp
Owner

December 29, 2015

Attn : Paul Lewis
Dodge City Library

Dodge City, KS

Re: Boiler Replacement

Mr. Lewis ,

We are pleased to offer our proposal for replacing the boiler at the library . We have based this proposal on a preliminary site visit and performing the work during a normal work week. Our scope of work is as follows:

Base Proposal

Boiler

Remove the (1)old boiler that serves the library and replace with (2) new 94% thermal high efficiency boilers. Also included is hoisting, disconnect and re-connect the hydronic lines, disconnect and reconnect gas lines, built in ½ hp circulating pump, concentric vent kit, condensate neutralization kit, manual reset high/low gas pressure switch, boiler sequencing control, insulation, startup.

Total Price for this scope of work:

\$ 64,822

(A project exemption certificate is required if project is tax exempt.)

Not Included:

State & local taxes, structural support, fire protection, fire alarm, smoke detectors, engineering, bond, **asbestos abatement**, tstats, overtime & weekend labor

Respectfully Submitted,
Mike Heiland

Mike Heiland
Account Manager

Accepted By:

X _____
Dodge City

Proposal

WEBER REFRIGERATION & HEATING
11154 KLIESEN STREET
DODGE CITY, KS 67801
(TEL) 620-225-7700 OR 800-886-2188 (FAX) 620-227-6134
DODGE CITY SALES: JUSTIN NAU

DATE: 11/20/15
SUBMITTED TO: Dodge City Public Library
1001 North 2nd Ave.
Dodge City, KS, 67801
620-225-0248



FOR MONEY SAVING TIPS AND ENERGY SAVING IDEAS, VISIT

We hereby submit specifications and estimates for:

The current boiler used to heat the library is a cast iron sectional type that has started leaking water in the very center of the boiler. It is in an area that cannot be repaired, and it is leaking water on top of the burners, so that section of the heater cannot be used. This means the boiler will need to be replaced quickly, right now it is only running at 33% capacity and is still leaking water.

Price to replace the failed boiler. _____ \$40,969 tax exempt

This is priced using 2 Lochinvar Knight boilers that are 95% efficient on gas use with a turndown ratio of 10:1. The current boiler is a cast iron sectional that was 73% efficient when it was new. We would leave the building circulating pumps and make a separate loop with the boilers. These would use PVC flues that run through the existing flue stack along with a liner for the domestic use water heater. This price includes all labor including demolition of the old boiler.

Price includes all parts, labor, freight, and inspection fees.

We Propose hereby to furnish material and labor -- complete in accordance with above specifications and prices.

Payment to be made as follows: In full upon completion. We do accept Visa, MasterCard & Discover. We also have finance options (with approved credit).

Customer (debtor) agrees to pay all reasonable costs and expenses incurred by Weber Refrigeration (seller) incurred in the collection, enforcement or protection of seller's rights and remedies for any goods and/or services provided by Weber Refrigeration. This amount and these expenses may include, but is not limited to, attorney's fees and other legal cost and expenses incurred by seller in exercising and remedy available to seller under this agreement or other law.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Lennox, Amana, and other manufactures offer an extended warranty (beyond the standard warranty) on some units to homeowners who complete an online registration or product registration, usually within 60 days but it does vary. It is the homeowner's responsibility to register their equipment online or with the manufacturer for the extended warranty if available. Please ask Weber Refrigeration if you have any questions.

Authorized Signature:  Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal

---The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: January 15, 2016
Subject: YMCA Updated Agreement
Agenda Item: New Business

Recommendation: Staff recommends the approval of the updated YMCA agreement. Since the Y Board has not approved this agreement, we would also suggest authorizing the Mayor to sign the agreement, once all changes have been finalized and reviewed by the City Attorney. If significant changes are requested we will bring the document back to the Commission.

Background: The YMCA and the City entered into an agreement which allowed the Y to operate our Recreation program out of the Sheridan Activity Center. A management agreement was entered into on November 5, 2012. The agreement addressed staffing, facilities, fees, funding and various other issues. Now that we have three years under this agreement and have resolved several issues that arose and were not addressed initially; we felt it was time to update the agreement.

Significant areas of change in the agreement include:

1. The original Rec staff were to stay City employees with the Y reimbursing the City for 100% of the expense for the employees after the 3rd year when our financial contribution was to fall to zero. However, this issue posed various problems for the Y: the personnel policies, pay scales, benefits and items such as holidays were different for Y and Rec employees. These issues were apparently causing other internal issues. In addition, the additional expense of these employees were apparently causing financial concerns for the Y. We originally had 8 employees that transitioned to the Y in 2013; of those 8 employees only 4 remain and one of those 4 is retiring in 2016. Human Resources will make an effort to transition the other 3 remaining employees into City positions (if the employee so chooses) by the end of 2017. It may not be possible, but we will certainly make an attempt to resolve this issue for those individuals who have diligently worked to make the transition of our Rec programs to the Y a success.

MANAGEMENT AGREEMENT

between the

CITY OF DODGE CITY, KS

and

**YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHWEST KANSAS**

January __, 2016

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MANAGEMENT AGREEMENT

This Management Agreement (the “Agreement”) is made and entered into on the ___th day of December, 2015, by and between the **CITY OF DODGE CITY, KANSAS** (hereinafter referred to as “the City”) and the **YOUNG MEN’S CHRISTIAN ASSOCIATION OF SOUTHWEST KANSAS** (hereinafter referred to as “YMCA”), a Kansas non-profit corporation.

WHEREAS, the City had operated a Parks and Recreation Department, comprised of a separate Parks division (the “Parks Division”) and a separate Recreation division (the “Recreation Division”); and,

WHEREAS, the City believed that it would be in the best interests of the City and its residents to have YMCA provide certain management services with respect to the Recreation Division inasmuch as YMCA had a demonstrated capability in (a) the provision of professional management of recreation programs and facilities and (b) the operation of quality recreational programming; and,

WHEREAS, YMCA believed that it would benefit from the provision of such management services to the City inasmuch as the provision of said services to the City and the surrounding community is complimentary to the organizational mission and objectives of YMCA; and,

WHEREAS, the City desired to engage YMCA to provide management services to the Recreation Division, and YMCA desired to accept such engagement; and

WHEREAS, the City and YMCA entered in to a Management Agreement dated November 12, 2012 (the “Original Management Agreement”) to memorialize their respective rights and obligations related to the subject operations; and,

WHEREAS, the City and YMCA entered in to two (2) supplementary agreements entitled Supplementary Agreement and Supplementary Agreement #2 dated January 1, 2013 and February 1, 2013, respectively; and,

WHEREAS, the City and YMCA both desire to make revisions to the Agreement so as to encompass all prior agreements between the parties, including the two (2) supplementary agreements, in one (1) management agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the City and YMCA do hereby agree as follows:

1. ENGAGEMENT OF YMCA

- a. **Performance of Management Services.** Upon the terms hereinafter set forth, the City hereby engages YMCA to perform the

Management Services (as hereinafter defined), and YMCA hereby accepts such engagement and agrees to perform such Management Services with diligence.

For purposes hereof, the term Management Services will mean:

- (i) the provision of administrative services with respect to the operation of the Recreation Division, including but not limited to management of the Recreation Division, hiring and supervising staff and employees, scheduling and coordinating recreation programming and Recreation Facilities rental,
- (ii) the operation of the Sheridan Activity Center, Administrative Offices and indoor swimming facility, located at 240 San Jose Dr. and the two (2) buildings located at _____, and commonly referred to as _____ and _____ Dodge City, Kansas (the “Recreation Facilities”), including but not limited to the provision of janitorial services and Minor Repairs (as hereinafter defined) at the Recreation Facilities,
- (iii) the operation of recreation programming at the Recreation Facilities and at other City-owned facilities, including but not limited to, soccer fields, ball fields (football, baseball, softball), basketball courts, tennis courts, and Hennessey Hall classrooms, all of which are maintained by the City (such other facilities being sometimes herein referred to as the “Parks Facilities”), and
- (iv) the scheduling of recreation programming in coordination with City staff for the utilization of other City-owned facilities, both at the Why Not Dodge Facilities and the Parks Facilities.

b. **Exclusions.** Expressly excluded from the definition of Management Services will be:

- (i) the operation and maintenance of the Parks Division and facilities,
- (ii) the operation and maintenance of the City-owned golf course,
- (iii) the operation and maintenance of Hennessey Hall,
- (iv) the operation and maintenance of the Parks Facilities, including, but not limited to: Soccer Complex, Youth Football Complex, Cavalier Field, Legends Park, Thurov Park, Youth Complex, and Dodge City Raceway Park,
- (v) The operation and maintenance of the Long Branch Lagoon, and

- (vi) the performance of Major Repairs (as hereinafter defined).

The City agrees that it shall timely and diligently perform the foregoing excluded services throughout the term of the Agreement, so as to maximize the ability of YMCA to perform the Management Services.

- c. **Location/employees.** It is anticipated that YMCA will conduct some of the administrative responsibilities through the YMCA of Southwest Kansas, in coordination with the Garden City Family YMCA. However, the employees responsible for programming duties and the Branch Executive shall remain in Dodge City.
- d. **City Programming Outside of the Scope of this Agreement.** Nothing contained in the Agreement prevents the City from providing, or contracting with other organizations to provide, activities or services not being provided by YMCA under the Agreement.

2. PERFORMANCE OF MANAGEMENT SERVICES BY YMCA

- a. **Programs.** At a minimum, YMCA will provide the programming referenced in Exhibit B. YMCA may offer additional programming at its discretion. YMCA shall provide the day-to-day management and operation of the Recreation Division, including but not limited to, the implementation and operation of those programs which YMCA determines, in the exercise of its commercially reasonable judgment to be financially and physically feasible at the Recreation Facilities and/or the Parks Facilities. All revenues generated by such programming will be the property of YMCA and any and all costs associated with the programs conducted by YMCA pursuant to the Agreement will be the responsibility of YMCA. In connection with the conduct of such programs, YMCA will be entitled to the sole and exclusive use of the Recreation Facilities and to the non-exclusive use in common with the general public of the other Park Facilities, on an as-scheduled basis. YMCA may not eliminate a program listed on Exhibit B, without authorization from the City Manager; such authorization shall not unreasonably be withheld.
- b. **Maintenance of Recreation Facilities.** YMCA shall keep and maintain the Recreation Facilities in at least the condition and repair such facilities were in on the date of commencement hereof, damage by casualty and ordinary wear and tear excepted. Prior to the commencement of the Agreement, YMCA and the City will conduct a walkthrough of the Recreation Facilities to document the condition of the premises.

- (i) Minor Repairs. YMCA will be responsible for and shall pay for all costs associated with Minor Repairs to the Recreation Facilities. For purposes of the Agreement, a “Minor Repair” is defined as any repair that does not effect or immediately threaten the structural integrity of the Recreational Facilities. Such Minor Repairs would include, but not be limited to, floor refinishing, plumbing repairs, broken glass, and repair and/or replacement of lighting fixtures and bulbs.
 - (ii) Major Repairs. The City shall be responsible for and shall pay for Major Repairs to the Recreation Facilities promptly after notice thereof from YMCA. For purposes of the Agreement a “Major Repair” is defined as any repair, restoration or renovation required at the Recreation Facilities which is not defined as a Minor Repair in the preceding subparagraph. Major Repairs would also specifically include roof repairs, as well as failures of a system such as heating and air conditioning. The City expressly acknowledges and agrees that if YMCA identifies to the City in writing Major Repairs which are, in YMCA’s reasonable discretion, necessary for safety purposes, YMCA may discontinue programs affected by such uncompleted Major Repairs until such Major Repairs have been completed. Failure of the City to commence such Major Repairs within fifteen (15) days after notice thereof and to pursue such repairs to completion with diligence shall constitute a default by the City hereunder.
- c. **Alterations or Improvements to the Recreation Facilities.** YMCA may make minor alterations or improvements to the Recreation Facilities, provided YMCA shall make the same in accordance with all applicable laws and in a good and workmanlike manner. Notwithstanding the foregoing, however, YMCA shall not make alterations or improvements to the Recreation Facilities which are non-cosmetic or structural in nature without first obtaining the prior written approval from the City Manager if alterations and improvements are under Twenty Five Thousand Dollars (\$25,000.00) and if the alterations and improvements exceed Twenty-Five Thousand Dollars (\$25,000.00) the City Commission must approve the alterations and improvements.
- d. **Access for Lifeguard Training.** YMCA shall provide the City with access to the swimming pool in Sheridan Activity Center along with one (1) classroom area, without any remuneration or fee, for the purpose of conducting lifeguard training and WSI certification sessions. Said access will be provided so as to allow the City to conduct four (4) separate sessions, one (1) session being conducted during the month of December, one (1) session in March, one (1)

session in April, and one (1) session in May of each calendar year. Each session will consist of no more than four (4) separate days of classes, The number of classes will not exceed that necessary to fulfill training and instruction sufficient to obtain certification for participants. Each class will be allowed exclusive access to the swimming pool at such times as the City deems necessary. In most instances the City anticipates that a session will require a Saturday and Sunday for completion. In the instance of a full day class, access to the swimming pool will not exceed eight (8) hours. The City will provide YMCA no less than four (4) weeks notice in advance of the scheduling of a session. Scheduling, management and conduct of the sessions, as well as retention of instructors, will be the responsibility of the City. Access to enrollment to the sessions will be within the discretion of the City, and if space allows, the City may allow participants in sessions for persons not anticipated to be employees of the City upon successful completion of the sessions.

- e. **Exterior Signage.** All exterior signage at the Recreation Facilities must have prior approval by the City Commission.

- f. **Staffing.** The City agrees to continue to pay salaries and benefits of current Full-time and Regular Part-time Recreation Division employees (the “Current Employees”) listed on attached Exhibit A subject to the following conditions:
 - (i) In year 2013 YMCA shall reimburse the City in an amount equal to twenty-five percent (25%) of the said schedule of Current Employees’ salary and benefits. In year 2014 YMCA shall reimburse the City in an amount equal to fifty percent (50%) of the said schedule of Current Employees’ salary and benefits. In year 2015 YMCA shall reimburse the City in an amount equal to seventy-five percent (75%) of the said schedule of Current Employees’ salary and benefits. In year 2016, and each year thereafter, YMCA shall reimburse the City in an amount equal to one hundred percent (100%) of the said schedule of Current Employees’ salary and benefits, unless otherwise negotiated by YMCA.
 - (ii) The Current Employees will be subject to both YMCA’s and the City’s policies, rules and regulations. Conflicts in the policies shall be resolved by YMCA CEO or designee and the City Manager and written notification shall be provided to said employees.
 - (iii) Wages and benefits for the Current Employees listed on said schedule will be based upon the City’s benefit, wage and classification schedules.

- (iv) The Current Employees will be under the daily direction and supervision of YMCA.
- (v) Once any employee leaves an Exhibit A position during the three (3) year period following the effective date of the Agreement, YMCA will be responsible for the position and the City shall reimburse YMCA for the City's share of the Exhibit A position.
- (vi) No later than January 1, 2017 there will be a transition of Current Employees to YMCA employment
YMCA shall hire the staff necessary and appropriate to perform the Management Services, as YMCA determines in the exercise of its commercially reasonable judgment.

All salaries, benefits, and compensation of other staff not listed on Exhibit A will be the sole responsibility of YMCA.

g. Additional Program Funding. YMCA shall:

- (i) seek alternative program funding sources to maximize usage of the Recreation Facilities and programming,
- (ii) establish long-range goals for the operation of the Recreation Division programs,
- (iii) seek partners for the development of programs,
- (iv) generate ideas and programs for revenue and continued operation of the Recreation Division programs. Program funding obtained from alternative sources or from other grants will be the property of YMCA for use in accordance with grant criteria.

h. Membership and Program Pricing. YMCA agrees not to increase membership costs or programming costs referenced in Exhibit B for Dodge City/Ford County residents ("Local Residents") unless said increases are imposed equitably on all levels of membership. YMCA may not impose any rate increases without prior approval of the City Commission of the City.

i. Facility Rental. The Recreation Facilities may be made available for rental by Local Residents at rates listed in Exhibit B. YMCA may set rates for non-Local Residents that are higher than the rate for Local Residents. USD 443 and Dodge City Community College will continue to be permitted to utilize facilities, under existing agreements.

j. Inventory and Equipment. YMCA is responsible for purchasing all inventory and equipment necessary for programming after January 1, 2013 (the "New Inventory"). Prior to January 1, 2013, an inventory of all existing office equipment, furniture, programming

equipment and miscellaneous supplies (the “Existing Inventory”) will be prepared. The Existing Inventory will be turned over to YMCA for use at no cost, but only for use at the City’s Recreation Facilities. If at any time an item of the Existing Inventory becomes unusable and YMCA wishes to remove said item, YMCA and the City Manager or his/her designee shall agree on the proper method of disposal of said item of Existing Inventory. Should YMCA cease operations or the Agreement is terminated by either party, then in such event, YMCA shall deliver all of the remaining Existing Inventory to the City. The disposition of the New Inventory at the time of termination will be negotiated by the City Manager and Executive Director.

- k. **Utilities.** All utility expenses for the Recreation Facilities will be the responsibility of YMCA. The City agrees to waive the sewer and water charges for the Recreation Facilities; unless the City determines the usage to be excessive in comparison to historical data.

- l. The electric meter which services Cavalier Field and the dehumidifier system in the Sheridan Center will be billed to YMCA, based on historical usage prior to the dehumidifier being placed in service. In years 2008 and 2009 prior to the dehumidifier being placed online, the total average usage for the two years was 24,144 kwh or 2,012 kwh per month. The Victory Electric bill for this meter will be paid by the City. The City will then bill YMCA for any usage in excess of 2,012 kwh per month.

3. MANAGEMENT AUTHORITY OF YMCA

- a. **Management Powers.** YMCA will have all necessary powers of management, with full authority to do all acts not restricted or prohibited herein or by law that are necessary or desirable for the proper performance of the Management Services. Using current and past Recreation Division programming as a model, YMCA will have the freedom and discretion to perform the Management Services, including but not limited to, the discretion and authority to make all decisions pertaining to personnel not listed on Exhibit A, building usage program design, hours of operation and building/program rules and regulations.

- b. **Personnel Policies.** The Current Employees, shall be subject to both the City Employee Policy Manual and YMCA employee policies. Conflicts in the policies will be resolved by YMCA CEO and the City Manager or their designees. The resolution shall be provided in writing to the employees listed on Exhibit A.

- c. **Employee Wages.** Wages and benefits for Current Employees, shall be based upon the City's benefit, wage and classification schedules. January 1, 2017 Current Employees will become employees of the YMCA.
- d. **Supervision of Employees.** Current Employees will be subject to the daily direction and supervision of YMCA.
- e. **Park and Recreation Advisory Board.** It is understood and agreed that the City has an established Park and Recreation Advisory Board (the "Advisory Board"). The function of the Advisory Board regarding recreation is to advise the City and YMCA on community interests as they relate to the operation of the recreation activities under the authority of each entity. YMCA shall give proper consideration to such advice and recommendations.
- f. **City Representatives.** The City Manager or his/her designee will serve as a point of contact for the implementation of the Agreement. The designated individual will serve as ex-officio on the Dodge City Family YMCA Board of Directors and the Southwest Kansas Family YMCA Board of Directors. One (1) sitting City Commissioner shall be appointed by the Governing Body to serve as a voting member on the Dodge City Family YMCA Board of Directors, the same Commissioner shall serve on the Southwest Kansas Family YMCA Board of Directors.

4. ADDITIONAL RESPONSIBILITIES OF YMCA

- a. **Compliance with Law.** YMCA hereby agrees that, in the performance of its duties hereunder, YMCA shall comply with all applicable laws, ordinances, orders, rules, regulations, and requirements of all federal, state and local government authorities, courts, commissions, bodies, boards and officers.
- b. **Non-discrimination.** In the hiring of employees for the performance of the services contemplated under the Agreement, YMCA and all persons acting on behalf of YMCA, shall not, by reason of race, creed, religion, sex, handicap, or color, discriminate against any citizen of this State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. Further, neither YMCA nor any person acting on YMCA's behalf, shall discriminate against or intimidate any employee hired for the performance of the services contemplated hereunder on account of race creed, religion, sex, handicap or color.
- c. **YMCA's Employees.** All personnel employed by YMCA to provide the Management Services, except Current Employees, shall at all

times and for all purposes be solely the employees of YMCA, under the direction and supervision of YMCA. It is understood and agreed that YMCA is acting as an independent contractor to the City in the provision of the Management Services hereunder. Only individuals listed in Exhibit A shall be entitled to participate in, or to receive any benefits from any of the City's employee benefit or welfare plans.

In regards to staff not listed on Exhibit A, the YMCA shall withhold and/or pay all federal and state income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contribution or sums payable with respect to YMCA or any of its personnel as a result of or in connection with the Management Services provided hereunder, and YMCA shall file all returns and reports with respect to any of the foregoing. The provisions of this Paragraph 4(c) shall survive the expiration or earlier termination of the Agreement.

- d. **Program Reports.** No later than July 1st of each year, or another mutually agreed upon date, YMCA shall prepare and submit a report to the City Manager on the programs operated by YMCA over the past year ("Program Report"). Each Program Report shall set forth the following information relative to the particular fiscal year of YMCA:
 - (i) the number of persons utilizing the Recreation Facilities,
 - (ii) a summary of programs and events conducted by YMCA, including the number of participants pursuant to the provisions hereof,
 - (iii) a summary of programs that YMCA proposes to conduct for the Recreation Division during the upcoming fiscal year and the proposed rates, and
 - (iv) a report regarding financial solvency of the Branch.

- e. **Safety and Protection.** In the performance of the Management Services, YMCA shall:
 - (i) comply with all applicable provisions of federal, state and local safety laws and building codes in an effort to prevent accidents or injury to employees and to persons participating in the programs of YMCA,
 - (ii) take all legally required precautions for the safety of employees and all persons participating in the programs of YMCA, and
 - (iii) emphasize regularly to its employees the need for continual attention to accident-prevention efforts and strategies.

5. REVENUES AND COMPENSATION

- a. **Compensation for Management Services.** As compensation for the Management Services provided by YMCA under the Agreement and in consideration for YMCA entering into the Agreement, the City acknowledges and agrees that YMCA is hereby entitled to collect and retain all revenues generated from programs conducted by YMCA pursuant to the Agreement. The Parties acknowledge the potential request annually from YMCA for supplemental funding for the City's consideration and discussion. Supplemental funding, if any, will be within the discretion of the City.
- b. **Current City Employees.** As stated in Paragraph 2(e) above, the City was responsible for a declining rate of salaries in accordance with Exhibit A to and until December 31, 2016. Payment made by the City or YMCA in accordance with Exhibit A shall be made in a mutually agreeable manner .

6. TERM AND TERMINATION

- a. **Term and Renewal.** The term of the Agreement will commence on January 1, 2016 (the "Effective Date") and shall continue through and until December 31, 2038; thereafter, the Agreement may be renewed for successive five (5) year periods. Renewal of the Agreement will occur only upon the written agreement of the parties.
- b. **Breach or Default.** If one party to the Agreement breaches, or defaults in performance of, any material term, condition or provision of the Agreement, the other party to the Agreement shall give to the other party written notice of such default. The defaulting party will have sixty (60) days within which to cure any such default. Unless and within such sixty (60) day period:
 - (i.) Such breach or default has been cured; or
 - (ii.) A cure thereof has been commenced which, in the reasonable opinion of the party giving the notice, will correct the breach or default so long as such cure is continued with diligence, the party giving such notice shall thereafter have the right to terminate the Agreement upon written notice to the defaulting party, without prejudice to the other rights and remedies available to the non-defaulting party at law or in equity. Notwithstanding the foregoing, YMCA shall have the right to terminate the Agreement upon fifteen (15) days notice if the City fails to timely pay any portion of salaries indicated on Exhibit A.
- c. **Voluntary Termination.** Either party to the Agreement has the right to terminate the Agreement without cause by giving a one (1) year notice to the other party, unless a shorter term is negotiated.

- d. **Force Majeure.** In the event that further lawful performance of any non-monetary obligation under the Agreement, or any part hereof, by either party shall be rendered impossible by, or as a consequence of, any law, order or act of any government or political subdivision thereof having jurisdiction over such party, or by acts of public enemies, war, strikes or other labor disturbances, fires, floods, acts of God or any causes of like or different kind beyond the control of either party, said party shall be excused from any such failure to perform to the extent such failure is attributable to such cause or causes, except that the party whose performance has been affected must take all reasonable means to remedy the force majeure occurrence as expeditiously as possible, failing which relief under this Paragraph shall not be available to such party. In the event such force majeure occurrence continues unabated for thirty (30) days, then either party shall have the right to terminate the Agreement in accordance with the provisions of Paragraph 7(b) above.

- e. **Survival of Terms.** Upon the expiration or earlier termination of the Agreement, any provisions hereof that expressly or otherwise by their intent are intended to survive beyond such expiration or earlier termination shall survive.

- f. **Data.** All data collected by YMCA as part of the Agreement, including but not limited to participant lists and payment records, are the property of YMCA. Upon termination of the Agreement, those materials covering the last twelve (12) months will be provided to the City to ensure a smooth transition.

- g. **Building.** In the event of termination of the Agreement, any improvements made to any of the Recreation Facilities, including structural additions and structural alterations shall be considered part of the original facility and shall pass to the City.

7. LIABILITY AND INDEMNIFICATION

- a. **YMCA Liability.** YMCA shall be liable for damages which, due to YMCA's negligence or the negligence of YMCA's employees, occur:
 - (i.) to the Recreation Facilities, or its fixtures, equipment and furnishings,
 - (ii.) to tools, equipment, machinery, trade fixtures, or other items provided to YMCA by the City,
 - (iii.) to property of other users of the Recreation Facilities, or
 - (iv.) to persons for injuries or death, but YMCA shall have no liability for injuries or other damages to any person caused:
 - 1. by any disrepair of the Recreation Facilities existing as of the date of this Agreement and indicated in the initial walkthrough of the

premises, or arising due to the failure of the City to make Major Repairs, or

2. by any fault (known or unknown, overt or covert) in the design or construction of the Recreation Facilities.

- b. **Indemnification by YMCA.** YMCA shall hold harmless and indemnify the City from any and all claims for damages to property, injuries or death or other liability arising from:
 - (i.) YMCA's negligence or willful acts, or YMCA's employees negligence or willful acts , or
 - (ii.) claims of persons with whom YMCA contracts, or claims of unlawful discrimination by YMCA's employees or by applicants for employment with YMCA, including, but not limited to, costs, fees and expenses (including attorneys' fees and expenses) incurred by the City as a result of such claims.
- c. **City Liability.** The City shall be liable for damages which, due to the City's negligence or the negligence of the City's employees, or due to the failure of the City to make Major Repairs to the Recreation Facility for which YMCA has given the City proper written notice.

8. INSURANCE

- a. **YMCA Liability Insurance.** YMCA shall at all times during the term of this Agreement keep in force a policy of commercial general liability insurance. YMCA's insurance shall name the City as an additional insured against any and all damages and liability on account of or arising out of injuries to or the death of persons in the Recreation Facilities or engaged in programming activities conducted by YMCA hereunder, or for property damage, arising out of or relating to YMCA's use of the Recreation Facilities or the Parks Facilities, in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit on an occurrence basis (such additional insured's coverage under YMCA's commercial general liability policy to be primary). Said policy shall be issued by an insurer licensed to do business within the State of Kansas which is rated at least A and VIII in Best's Insurance Reports or equivalent. In addition to the foregoing, YMCA shall maintain Five Million Dollars (\$5,000,000.00) of "umbrella" coverage applicable to the Recreation Facilities and the Parks Facilities. The minimum limits hereinbefore set forth may, at the City's option, be increased by such amounts during the term hereof as the City shall reasonably determine, based upon the periodic analysis of such coverage by an independent insurance consultant. YMCA shall deliver to the City certificates of

insurance or duplicate originals of each such policy, naming the City as an additional named insured.

- b. **City Property Insurance.** Throughout the term hereof, the City shall, at the City's sole cost and expense, provide and maintain or cause to be provided and maintained a property insurance policy insuring all Recreation Facilities from all the hazards and perils normally covered by the Causes of Loss-Special Form.
- c. **City Liability Insurance.** The City will maintain general liability coverage throughout the period of the Agreement and will be solely responsible for any property damage or bodily injury claims that result from the City's negligence.
- d. **Policy Requirements.** The policies described in this Paragraph 8 shall:
 - (i.) Comply with the requirements hereof in form and content;
 - (ii.) Contain a provision that such policies shall not be cancelled and that it shall continue in full force and effect unless at least thirty (30) days prior written notice has been given to the City and YMCA of such cancellation or termination;
 - (iii.) Not be materially changed without prior notice to the City and YMCA; and
 - (iv.) Be issued by a company with a rating of at least A, as listed by A.M. Best.
- e. **Workers Compensation Insurance.** Workers compensation insurance shall be in compliance with State of Kansas Workers Compensation laws and be maintained by YMCA and the City respectively in accordance with Exhibit A, at the respective entities sole cost and expense.
- f. **Waiver of Subrogation.** The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to property in or on the Recreation Facilities to the extent covered by or required to be covered by the insurance of the parties under this Agreement. The City and YMCA shall each have their insurance policies issued in such form as to waive any right of subrogation which might otherwise exist. Certificates of Insurance shall reflect this waiver of subrogation.

9. INTERPRETATIVE PROVISIONS

- a. **Binding Agreement.** At all times, the Agreement shall inure to the benefit of and constitute a binding obligation of the City, YMCA, and their respective successors.

- b. **Entire Understanding.** The Agreement sets forth the entire understanding between the parties concerning the subject matter of the Agreement, and incorporates all prior and contemporaneous negotiations and understandings.
- c. **Independent Parties.** The Agreement does not constitute, nor shall it be construed as constituting, a partnership, joint venture or similar business relationship between the City and YMCA. Neither party shall have the right to make representations on behalf of the other party or to obligate or bind the other party in any manner whatsoever, except as may be expressly provided in the Agreement.
- d. **No Waiver.** No waiver by either party of any default by the other party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing signed by the party to be charged, and no such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.
- e. **Severability.** If any provision of the Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained in the Agreement. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- f. **Headings.** The captions and headings in the Agreement shall be solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions, articles or sections of the Agreement.
- g. **Governing Law.** The Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of Kansas applicable to agreements to be performed in the State of Kansas.
- h. **Counterparts.** The Agreement may be executed in counterparts, each of which when executed by the parties shall be deemed an original and all of which together shall be deemed the same Agreement.

- i. **Modifications/Assignment.** The Agreement may not be changed or terminated orally and may not be assigned by YMCA without the prior written consent of the City.
- j. **Specific Performance.** In addition to all other rights and remedies provided at law or in equity, each of the parties shall have the right to specific performance of the terms of the Agreement in the event of breach of the Agreement by the other party.
- k. **Cooperation.** The parties hereto shall cooperate in good faith with each other in the provision of the Management Services during the term of the Agreement.
- l. **Notices.** Any payment, consent, waiver, notice, demand, request or other instrument required or permitted to be given under the Agreement shall be deemed to have been properly given when delivered in person or sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed:

If to YMCA, to: The Young Men’s Christian Association of
 Southwest Kansas
 Attention: Mr. Chad Knight
 1224 Center Street
 Garden City, KS 67846

with a copy to:
The Dodge City Family Young Men’s
Christian Association
Attention: _____
240 San Jose Dr.
Dodge City, KS 67801

If to the City, to: City of Dodge City, Kansas
Cherise Tieben, City Manager
806 Second Ave.
Dodge City, KS 67801

Either party may change its address or the name of individuals for notices by notice in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written and to be effective _____, 2015.

Young Men's Christian Association of
Southwest Kansas

Doug Keller, Corporate Board President
City of Dodge City:

ATTEST:

Joyce Warshaw, Mayor

Nannette Pogue, City Clerk

EXHIBIT A

EXHIBIT A		
Last Name	First Name	Position Title
BELL	KURTIS	BUILDING ATTENDANT
CLIFFORD	RANDI	RECREATION SUPERINTENDENT
DAVIS	STACEY	POOL MANAGER
HESSMAN	CAROL	SECRETARY I
RANDLE	DEBORA	OFFICE MANAGER
REAL	GABRIEL DEL	CUSTODIAN
SCHARTH	TERRI	SECRETARY II
NUSS	AARON	SPORTS ACTIVITIES COORDINATOR
LARE	TARICA	LEISURE & AQUATICS DIRECTOR
Annual Salary	\$ 296,992.80	
FICA & Medicare	\$ 22,719.95	
KPERS	\$ 24,769.20	
Health/Dental	\$ 59,423.16	
H.S.A.	\$ 500.00	
Longevity	\$ 2,150.00	
Total	<u>\$ 406,555.11</u>	
		10/31/2012

Exhibit B		
Program	Cost / Participant	Discounts
Aerobics Punch Card	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Ceramics	\$30/month, \$60/3 months	\$5/\$10 discount for Seniors, family members
Dynamic Ceramics	\$25/session	
School's Out	\$2/day	
End Zone	Free	
After School Program	\$15/week + \$15 equipment fee	1/3 off for Reduced - 2/3 off for Free Lunch
Zumba	\$30/month (1/day)	
WOW	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Senior Exercise	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
CSS	\$1/session	
Wild Water	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Super Splasher	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Ballroom Dancing	\$50/person	
Wing Chun Kung Fu	\$40/month	
Aqua Zumba	\$25/month	
Ladies Boot Camp	\$65/month or \$10/individual session	
Lunch Bunch	\$5 + cost of lunch	
Personal Training w/ Kristen	\$40/hour	
Learn to Swim	\$25/class	
Birthday Party Packages	\$100/10 kids	
Gym Buddies	Kids free, \$2/adult	
Lifeguard Training	\$170/session	
Jewels - Crystals & Rubies	\$160/session	
Flip Zone, Tiny Tots	\$30/month	
Flip Zone, 1 Day	\$45/month	
Flip Zone, 2 Days	\$75/month	
Flip Zone, 3 Days	\$120/month	
Flip Zone, Team	\$145/month	
Power Tumbling	\$40/month	
Diamonds Tiny	\$40/month + \$25 registration	
Diamonds, Mini	\$60/month + \$25 registration	
Diamonds, Youth	\$60/month + \$25 registration	
Diamonds, Jr., Sr. Co-Ed	\$60/month + \$25 registration	
Holly Jolly Fest	\$2/person	
Camp Dodge	\$90/week	
Touch a Truck	FREE	
Holiday Workshops	\$10-\$20	
Boys Basketball	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Girls Basketball	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Super Shooters	\$20	
Basketball Buddies	\$20	
Indoor Soccer	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Spring Outdoor Soccer (Rec)	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Multi-Cultural Soccer (Comp)	\$25	
Little Kickers (Spring)	\$20	
AAA Baseball	\$30	1/3 off for Reduced - 2/3 off for Free Lunch
AAA Softball	\$30	1/3 off for Reduced - 2/3 off for Free Lunch
AA Baseball Modified	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
AA Softball Modified	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
A Baseball Pitch Mach	\$20	1/3 off for Reduced - 2/3 off for Free Lunch
A Softball Pitch Mach	\$20	1/3 off for Reduced - 2/3 off for Free Lunch
T-Ball	\$20	1/3 off for Reduced - 2/3 off for Free Lunch
Blastball	\$25	
Little Sluggers	\$20	
Tackle Football	\$60	1/3 off for Reduced - 2/3 off for Free Lunch
Flag Football	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
My First Football	\$20	
Volleyball	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Super Spikers	\$20	
Fall Multicul Soccer (Comp)	\$25	
Little Kickers (Fall)	\$20	
Youth Basketball Camp	\$10	
Men's Basketball	\$225 team + \$10/player	
Women's Basketball	\$225 team + \$10/player	
Adult Coed Volleyball	\$125 team + \$10/player	
Adult Spring Softball	\$175 team + \$10/player	
Adult Summer Softball	\$225 team + \$10/player	
Adult Fall Softball	\$175 team + \$10/player	
Women's Volleyball	\$125 team + \$10/player	
Sheridan Membership, Adult	\$30/month, \$75/3months, \$120/6 months	
Sheridan Membership, Family	\$45/month, \$110/3 months, \$180/6 months	
Sheridan Membership, Senior	\$23/month, \$58/3 months, \$92/6 months	
Sheridan Membership, Senior Family	\$35/month, \$88/3 months, \$140/6 months	
Sheridan Membership, Youth	\$15/month, \$38/3 months, \$60/6 months	
Sheridan Membership, Single Weekly	\$10/week	
Sheridan Membership, FamilyWeekly	\$15/week	
Sheridan Daily, Adult	\$4	
Sheridan Daily, Senior	\$3	
Sheridan Daily, Youth	\$2	
Municipal Pool, Child Admission	\$1.50	
Municipal Pool, Child Season Pass	\$30	
Municipal Pool, General Admission	\$2	
Municipal Pool, General Season Pass	\$40	
Municipal Pool, Senior Admission	\$1.50	
Municipal Pool, Senior Season Pass	\$30	
Municipal Pool, Family Season Pass	\$80	
Municipal Pool, Lap Swim	\$2	
Municipal Pool, Lap Swim Punch Card	\$15/10 visits	

2. The addition of the two new buildings for the use of gymnastics, cheerleading and dance programming. There is significant growth expectations for these two programs and utilizing those new facilities will be advantageous to all.
3. Addressed the major/minor expense issue for maintenance items.
4. Removed the operation of the outdoor pool and arranged for accessibility to the indoor pool for StandGuard to train staff during the winter months for the Long Branch Lagoon.
5. Addressed timing of reporting by the Y to the Commission.
6. Incorporated supplemental agreements that had been approved over the last three years.

Other changes have been made, however, I would not consider them significant in nature.

Justification: To document the continued efforts of the City and the YMCA to maintain a public/private partnership for operation of the recreation programming for our community.

Financial Considerations: The City had agreed through the budget process to contribute one hundred twenty-two thousand five hundred seven dollars (\$122,507.00) in 2016 to support the Dodge City YMCA. However, this is not an annual obligation. The organization must return to the Commission at budget time with future requests, if any.

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: The document has been prepared by the City Attorney.

Attachments: Agreement

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: January 15, 2016
Subject: Harding Purchase Option
Agenda Item: New Business

Recommendation: Staff recommends authorizing the Mayor to approve the letter confirming the extension of the existing option agreement with John and Twyla Harding to purchase the land located on the northeast corner of Ave. P and Highway 50.

Background: In 2014 staff negotiated an option agreement with John and Twyla Harding to purchase up to five (5) parcels at the corner of Ave. P and Highway 50. Dial Realty Corp. and Dial Properties recommended this site to the City for future retail development.

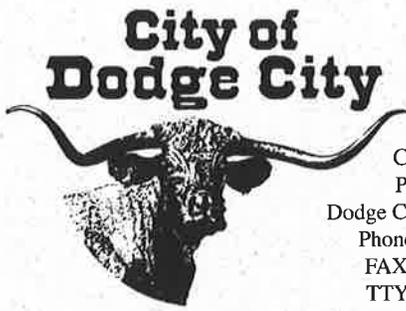
Justification: With this option, the City has land under its authority to purchase if the opportunity arises to create a large retail development. The option gives retailers confidence that the City is dedicated to retail development. Additionally, the option allows Dial Properties the opportunity to enter into specific negotiations for that site.

Financial Considerations: The City will pay four thousand one hundred and sixty-six dollars (\$4,166.00) per month for consideration of this option for up to two (2) years. The option price will be shared equally with Dial Properties.

Purpose/Mission: Together, we value progress, growth and new possibilities by providing and preparing for the community's future.

Legal Considerations: The letter has been prepared by Todd Lasala, our Star Bond legal counsel, and reviewed by the City Attorney.

Attachments: Letter of Agreement



CITY HALL
P.O. Box 880
Dodge City, KS 67801-0880
Phone: 620/225-8100
FAX: 620/225-8144
TTY: 620/225-8115
www.dodgecity.org

January 15, 2016

John V. Harding and Twyla R. Harding,
as Trustees for the Twyla R. Harding
Revocable Trust under Instrument of Trust
dated September 1, 1995

Re: Exercise and Amendment of Extension Period pursuant to Option Agreement dated as of June 16, 2014, as amended (the "Option Agreement") between John V. Harding and Twyla R. Harding, as Trustees for the Twyla R. Harding Revocable Trust under Instrument of Trust dated September 1, 1995 ("Grantor") and the City of Dodge City, Kansas or its successors and assigns ("Grantee")

Dear Mr. and Mrs. Harding:

In connection with the above-referenced Option Agreement, we are hereby writing to you confirm the parties' agreement to further modify the Grantee's rights to an Extension Period as described in Section 2 of the Option Agreement. Though Grantee has not yet exercised its Option to Purchase and/or closed on Parcel #1 or any of the other parcels comprising of the Property (or Parcel #5), Grantor hereby understands and agrees that Grantee has continued to work diligently toward development that would lead to a closing on such parcel(s) on a date after the expiration of the current Extension Period, but in no event later than January 30, 2018. Accordingly, the parties hereby agree as follows:

1. The Extension Period shall be modified and amended to end on January 30, 2018.
2. During the Extension Period, commencing on February 1, 2016 and on or before the first day of each month thereafter until January 1, 2018, Grantee shall pay Extension Payments in the amount of \$4,166 per month. The parties hereby agree that these Extension Payments, along with any other Extension Payments and the Option Payment, shall be non-refundable to Grantee, but any such Extension Payments and Option Payment shall be credited against the Purchase Price for the Property at Closing. The Extension Payments described in this Section 2 shall be in lieu of (and not in addition to) the Extension Payments described in Section 3 of the parties' letter agreement dated as of June 10, 2015.



Except as set forth above, all of the other terms and conditions of the Option Agreement shall remain unmodified and in full force and effect and the same are hereby confirmed by the parties. All capitalized terms which are not otherwise defined in this letter shall have the meanings assigned to them in the Option Agreement.

We appreciate your understanding and patience in this matter. Please countersign this letter in the space provided below to indicate your confirmation of this agreement.

Meanwhile, if you have any questions or comments regarding these agreements, please do not hesitate to contact us.

Very Truly Yours,

THE CITY OF DODGE CITY

Joyce Warshaw, Mayor

ACCEPTED AND AGREED TO:

John V. Harding
and

Twyla R. Harding

As Trustees for the Twyla R. Harding
Revocable Trust under Instrument of Trust
dated September 1, 1995

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: January 15, 2016
Subject: Payment Confirmation with Dial Properties for Harding Option
Agenda Item: New Business

Recommendation: Staff recommends authorization by the Commission to allow the Mayor to sign the letter to Dial Realty Corp, which confirms the agreement of Dial to participate in half (1/2) of the monthly option payments for the Harding property.

Background: The Commission entered into an option to purchase five (5) parcels of ground at the corner of Ave. P and Highway 50 from John and Twyla Harding in 2014. The Harding's have agreed to extend the option for another two (2) years for payments of four thousand one hundred sixty-six dollars (\$4,166.00) per month. Dial Properties, the retail developer that we have worked with on the Star Bond project believes this option is necessary to continue their efforts to recruit retail to the area.

Justification: Dial Properties, the retail developer that we have been working with is showing their commitment to this project by agreeing to reimburse the City for half (1/2) of the monthly option payment.

Financial Considerations: We will receive reimbursement from Dial Properties for two thousand eighty three dollars (\$2,083.00) per month over the next two (2) years or until the option is executed or terminated.

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: The letter has been prepared by Todd Lasala, our Star Bond legal counsel, and reviewed by the City Attorney.

Attachments: Letter of Agreement – the letter is still in draft format. I anticipate final approval from Dial Properties prior to the meeting.

January 15, 2016

Dial Realty Corp

11506 Nicholas Street, Suite 100

Omaha, NE 68154

Re: Extension Payments pursuant to Option Agreement dated as of June 16, 2014, as amended (the "Option Agreement") between John V. Harding and Twyla R. Harding, as Trustees for the Twyla R. Harding Revocable Trust under Instrument of Trust dated September 1, 1995 ("Hardings") and the City of Dodge City, Kansas (the "City") or its successors and assigns

Gentlemen:

As you know, the City has an option to purchase certain real property located in Dodge City (the "Site") from the Hardings pursuant to the above-referenced Option Agreement. To maintain this option while the City and Dial Realty Corp ("Dial") have collaborated to market this Site, the City has previously made all of the Option Payment pursuant to the terms of the Option Agreement. However, additional payments ("Extension Payments") will be required to maintain the option going forward and the City has, or will soon execute a letter agreement with the Hardings to extend the option through January 30, 2018, provided that the City makes all of the monthly Extension Payments in the amount of \$4,166 per month commencing on February 1, 2016 and on the first day of each month thereafter until January 1, 2018. In connection with these Extension Payments, the parties hereby agree as follows:

1. Dial agrees to share the cost of these Extension Payments with the City by paying 50% of each such Extension Payment. On or before the February 1, 2016, and on or before the first day of each month thereafter until January 1, 2018, Dial hereby agrees to pay to the City an amount equal to \$2,083 for its share of each monthly Extension Payment.
2. Either party may terminate this agreement by written notice to the other party at any time prior to that date which is at least five (5) business days prior to the date that the next monthly Extension Payment is due and owing pursuant to the Option Agreement.
3. Dial understands and agrees that each of its payments herein are non-refundable to Dial. Dial will only be reimbursed for such payments if and to the extent that (a) the City and Dial successfully negotiate, execute and deliver a development agreement for a project on the Site, (b) pursuant to the terms of that development agreement, the City assigns to Dial its rights to close on the Site pursuant to the terms of the Option Agreement and Dial does close on a portion of the Site, and (c) STAR Bonds are issued, sold and delivered, and the Kansas Department of Commerce approves a budget that provides for reimbursement of Dial's share of these Extension Payments.

4. Dial also understands and agrees that its payment of a portion of the Extension Payments shall not provide Dial with any right, title or interest in the Site, the Option Agreement or the City's rights thereto. Dial shall only acquire such rights if and to the extent that (a) the City and Dial shall successfully negotiate, execute and deliver a development agreement that provides Dial with rights to an assignment of the City's interests in the Option Agreement, and (b) Dial satisfies any obligations or conditions precedent giving rise to such rights in the development agreement.

Please countersign this letter in the space provided below to indicate your confirmation of this agreement.

Meanwhile, if you have any questions or comments regarding these agreements, please do not hesitate to contact us.

Very Truly Yours,

THE CITY OF DODGE CITY

By: _____
Joyce Warshaw, Mayor

ACCEPTED AND AGREED:

DIAL REALTY CORP.

By: _____