

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, November 4, 2013

7:00 p.m.

MEETING #4939

CALL TO ORDER

ROLL CALL

INVOCATION: by Pastor Jack Hanks of First Baptist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Exemption from Personal Property Ad Valorem Taxation for Roto-Mix of Dodge City, Kansas.

PETITIONS & PROCLAMATIONS

Small Business Saturday

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 Work Session Minutes, October 21, 2013
2. Approval of City Commission Meeting Minutes, October 21, 2013
3. Approval of City Commission Special Meeting, October 30, 2013
4. Appropriation Ordinance No. 21, November 4, 2013;
5. Approval of Change Order No. 1 2013 Trail Street Asphalt Mill & Overlay.
6. Approval of Lease Agreement between the City of Dodge City, Kansas and Southeast Kansas Service Center for office space at Hennessey Hall.

ORDINANCES & RESOLUTIONS

Resolution No. 2013-30: A Resolution Providing for Advalorem Property Tax Exemption Under Section 13, Article 11 of the Constitution of the State of Kansas for Roto-Mix, LLC., of Dodge City, Kansas. Report by Executive Director, DC/FC Development Corp Joann Knight.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Donation of Fire Truck Engine 411 to Dodge City Community College. Report by Fire Chief, Ken Norton.
2. YMCA – Discussion and approval of Rates for 2014. Report by Branch Executive Director of Dodge City FamilyYMCA, Randi Clifford.
3. Approval of Bids for US 50 Asphalt Mill & Overlay KLINK Project, pending KDOT approval. Report by Director of Engineering Services, Ray Slattery.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION

WHEREAS, the government of Dodge City, Kansas, celebrates our local small businesses and the contribution they make to our local economy and community; according to the United States Small Business Administration, there are currently 28 million small businesses in the United States, they represent more than 99 percent of American companies, create two-thirds of the net new jobs, and generate half of private gross domestic product; and

WHEREAS, small businesses employ ½ of the employees in the private sector in the United States; and

WHEREAS, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS, 86 percent of consumers in the United States have small businesses in their community that the consumers would miss if the small businesses closed; and

WHEREAS, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, 90 percent of consumers in the United States are willing to pledge support for a "buy local" movement; and

WHEREAS, Dodge City, Kansas supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups and public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I Mayor E. Kent Smoll, Mayor of City of Dodge City, Kansas do hereby proclaim, November 30, 2013, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Given under my hand and the Seal of the City of Dodge City, Kansas this 4th day of November, 2013.

E. Kent Smoll, Mayor

SEAL

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, October 21 2013

6:30 p.m.

MEETING #4936

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll absent , Commissioners, Brian Delzeit, Joyce Warshaw, Rick Sowers, and Jim Lembright present.

WORK SESSION:

1. Discussion of Old City Hall Building located at Spruce Street and 5th Avenue.

ADJOURNMENT

Commissioner Jim Lembright moved to adjourn the meeting; Commissioner Rick Sowers seconded the motion. Motion carried unanimously.

E Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 21, 2013

7:00 p.m.

MEETING #4937

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll absent, Commissioners, Brian Delzeit, Joyce Warshaw, Rick Sowers, and Jim Lembright present.

PLEDGE OF ALLEGIANCE

INVOCATION by Jon Losero of Fanatics of Christ Ministry

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).

Mark Mathieu, invited the Commissioners to the Dodge City 300 presentation with Stan Trekell.

Todd Dewell, Representative of the Aquatics Park Task Force had a display at the Village Square Mall during the past weekend, and reported on the signatures in support of an Aquatics Park that were gathered.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 7 2013
2. Appropriation Ordinance No. 20, October 21, 2013;
3. Cereal Malt Beverage License Applications;
 - (a) Presto Store #1624, 2615 E Trail St.
 - (b) Presto Store #1625, 609 S. 2nd Avenue
 - (c) Kate's, 305 E. Trail St.

Commissioner Rick Sowers moved to approve the Consent Calendar as presented; Commissioner Jim Lembright seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3572: An Ordinance designating and establishing Trail Street located within the city limits of Dodge City, Kansas, as a Main Trafficway and the issuance of GO Bonds for a

Street project without a protest period. The City is authorizing the Trail Street reconstruction from 2nd to 14th Avenue project in order to finance GO Bonds was approved on a motion by Commissioner Jim Lembright, seconded by Commissioner Rick Sowers. Motion carried 4 - 0.

Resolution No. 2013-31: A Resolution authorizing the improvement and reimprovement of certain Main Traffic Ways within the City of Dodge City, Kansas, and provide for the payment of the costs thereof, through General Obligation Bonds, was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw. Motion carried 4 - 0.

Resolution No. 2013-32: A Resolution providing for the adoption of an Omnibus continuing disclosure undertaking relating to Obligations issued and to be issued by the City of Dodge City, Kansas and the Mayor is to execute the Omnibus Undertaking, with such changes as legal counsel to the Issuer and the Mayor shall approve (whose signature thereon shall constitute conclusive evidence of such approval) was approved on a motion by Commissioner Jim Lembright, seconded by Commissioner Joyce Warshaw. Motion carried 4 - 0.

Resolution No. 2013-33: A Resolution authorizing the offering for Sale of General Obligation Refunding and Improvement Bonds, Series 2013-A of the City of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Jim Lembright. Motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

Approval to submit a Grant Application to the Sunflower Foundation to expand the Walking Path Trail at Thurow Park was approved on a motion by Commissioner Joyce Warshaw, seconded by Commissioner Jim Lembright. Motion carried 4 - 0.

OTHER BUSINESS

City Manager, Ken Strobel:

- May have some issues that we may have to schedule a meeting prior to the next regular meeting – Asked for conflicts;
- Introduced Christopher Guinn, new reporter for the Dodge City Daily Globe – Welcome to Dodge City.

Director of Public Information, Jane Longmeyer:

- Next Saturday Ford County Hazard Waste Mobile Trailer will be at the Civic Center – At the same time 10:00 a.m. to 2:00 p.m. in front of City Hall is the Prescription Take Back Program;
- Main Street Trick or Treat Event - next Saturday, Downtown;
- Saturday is also the National Day of the Pitbull;

- Victory Electric also has their event next Saturday;
- Haunted Hotel at Depot.

Commissioner, Brian Delzeit:

- Welcome to Chris and his family;
- Wanted to share a story regarding Mead Lumber and delivering products to Garden City, encourage people to stay in town for their construction and other needs.

Commissioner, Joyce Warshaw:

- Remind everyone that children are getting on buses early – Parent Teachers conference coming up.

Commissioner, Rick Sowers:

- Thanked the Staff for putting together tour of Water Park at Salina;
- Thanked Staff regarding League of Kansas Municipalities meeting;
- Check Events Center calendar.

Commissioner, Jim Lembright

- Welcome to Chris and his wife.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting; Commissioner Jim Lembright seconded the motion. The motion carried 4 – 0.

E Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

Learning Center – 308 W. Frontview

Wednesday, October 30 2013

6:00 p.m.

MEETING #4938

CALL TO ORDER

ROLL CALL: Vice Mayor Brian Delzeit Commissioners, Joyce Warshaw, Rick Sowers, and Jim Lembright, Mayor Kent Smoll absent.

NEW BUSINESS

1. Presentation and discussion regarding Building and Financing of the Dodge City Community College Activity Center - Presented by Duane Ross, President of Dodge City Community College Foundation Board.

OTHER BUSINESS

ADJOURNMENT

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery, 
City Engineer

Date: October 22, 2013

Subject: 2013 Trail Street Asphalt
Mill & Overlay
ST 1301

Agenda Item: Consent Calendar

Recommendation: Approve change order No.1 2013 Trail Street Asphalt Mill & Overlay

Background: 2013 Trail Street Asphalt Mill and Overlay was approved by the Commission on August 19, 2013.

Justification: Asphalt Partial Depth Patching — This bid item was deleted from the contract. No patching was required as part of the project.

Full Depth Asphalt Patching — This bid item was deleted from the contract. No patching was required as part of the project.

Asphalt Overlay — BM -2 (3 ") — The deletion of 177 tons of asphalt represent actual field measurements /weigh tickets. The reason for the under run was an over estimation/rounding of quantities in the design stage of this project. The average placed thickness calculates to be 2 15/16 ".

Adjust Water Valve — This item was added to the contract because three valves were located in the area that was milled and overlaid. The valves had been covered by a previous overlay

Financial Considerations: Change Order No.1 is for a decrease of \$17,928.00

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order No.1



Parks and Recreation

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

Memorandum

To: Ken Strobel, City Manager
Cherise Tieben, Asst. City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

cc: SMPC Advisory Board

Date: October 31, 2013

Subject: SEKSC Lease

Attached with this memo is a lease between the City and the Southeast Kansas Service Center for office space at Hennessy. The space being leased is on the first floor, rooms 125 A and B.

SEKSC has been a tenant of Hennessy for a number of years and this agreement continues their rental arrangement. The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for one year and the annual lease amount is \$3,456.00 payable in monthly installments of \$288.00. This rate was based on 576 square feet at the standard \$6 per square foot annual rate.

I will be happy to answer any questions or provide additional information if needed.

Hennessey Hall Lease Agreement

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD) and Southeast Kansas Service Center, a Kansas not-for-profit corporation. (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASE PREMISES:** The LANDLORD hereby leases to TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately five hundred and seventy-six square feet (576). The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
2. **TERM:** The term of this lease shall be for a period of one (1) year commencing September 1, 2013, and terminating August 31, 2014, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of three thousand four hundred and fifty six dollars (\$3456.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of two hundred eighty-eight dollars (\$288.00), commencing on the first day of September, 2013, for 1st months' rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the

amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately five hundred and seventy six (576) square feet and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.51%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.51%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 576 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on September 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2013.

5. REPAIR AND MAINTENANCE: Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. SIGNAGE: The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.

7. JANITORIAL SERVICES: The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

8. TAXES: The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. USE: The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10. TENANT RENOVATIONS: The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

a) TERMINATION BY LANDLORD: In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third

party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT At least twelve months prior to the termination date

b) CASUALTY INSURANCE: The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

11. TENANT LIABILITY INSURANCE: The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

12. DESTRUCTION: In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent

hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.

13. UTILITIES: LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.

14. ASSIGNMENT BY TENANT: The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

15. ASSIGNMENT BY LANDLORD: The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.

16. RULES AND REGULATIONS: The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

17. NOTICES: Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southeast Kansas Service Center, 947 W. 47 Highway, Girard, Kansas 66743.

18. BINDER: This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____

E KENT SMOLL, MAYOR

APPROVED:

NANNETTE POGUE, CITY CLERK

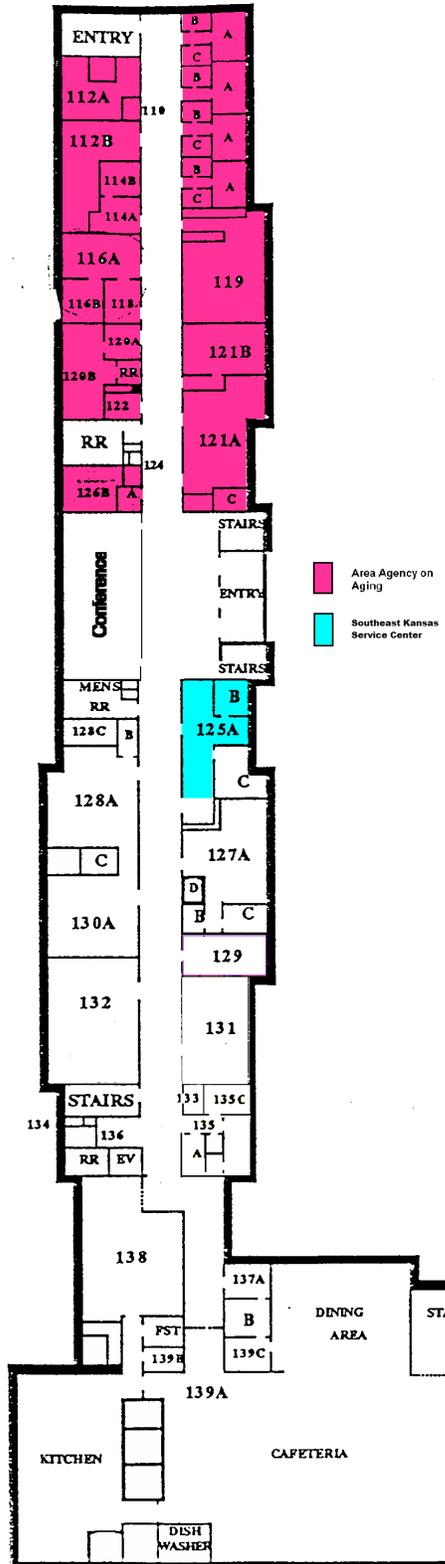
SOUTHEAST KANSAS SERVICE CENTER

By: _____

MIKE TOOLE

Exhibit A

First Floor



RESOLUTION NO. 2013-30

A RESOLUTION PROVIDING FOR AD VALOREM PROPERTY TAX EXEMPTION UNDER SECTION 13, ARTICLE 11 OF THE CONSTITUTION OF THE STATE OF KANSAS FOR ROTO-MIX, LLC., OF DODGE CITY, KANSAS.

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

Section 1. That Roto-Mix, LLC., of Dodge City, Kansas, has made application to the City of Dodge City, Kansas for exemption from ad valorem property tax under Section 13, Article 11 of the Constitution of the State of Kansas, for buildings and improvements in the amount of \$3,000,000.

Section 2. That it is found by the Governing Body that the building and improvements being constructed by Roto-Mix, LLC. is being acquired and constructed for its business purposes involving the manufacturing of articles of commerce, will be used exclusively for such purposes and as such, meets the criteria set out by the above referenced constitutional provisions and also meets the criteria of Resolution No. 97-12 being the City of Dodge City's policy for granting of exemptions for economic development purposes.

Section 3. That a public hearing on the application for tax exemption was held on November 4, 2013, during a regularly scheduled meeting of the governing body; that notice of said hearing was published in the Dodge City Daily Globe in accordance with statutory requirements; and that notice was delivered to the Board of County Commissioners of Ford County, Kansas, the Board of Education of Unified School District 443 and the Board of Trustees of Dodge City Community College, all as provided for K.S.A. 79-251.

Section 4: That a cost/benefit analysis of this proposed tax exemption has been conducted as prescribed by City Resolution 97-12 and K.S.A. 79-251.

Section 5: That the requested exemption is specifically only for the construction of building and improvements.

Section 6: That it is found by this Governing Body that the requested exemption is necessary to create new jobs and to retain jobs at Roto-Mix, LLC., located in Dodge City, Ford County, Kansas.

Section 7: That this Governing Body, having considered and reviewed the facts herein and the effect of this exemption on state revenues as detailed by the cost/benefit analysis, hereby approves the request of Roto-Mix, LLC for ad valorem property tax exemption for the construction of a building and improvements.

Section 8: That the governing body does hereby grant to Roto-Mix, LLC of Dodge City, Kansas, a tax exemption for building and improvements for a period of ten years;

Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

Section 9: The above exemption is subject to all applicable laws, rules and regulations of the State of Kansas; is subject to final approval by the Kansas Court of Tax Appeals and is subject to all monitoring and compliance required by the City of Dodge City, Kansas, in accordance with the provisions of Resolution No. 97-12.

Adopted by the Governing Body of the City of Dodge City, Kansas, this 21st day of October, 2013.

Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Kevin Norton, Fire Chief

Date: 11/04/2013

Subject: Donation of Engine 411

Agenda Item: New Business

Recommendation: With the arrival of our new Pierce fire engine the time has come to decommission its predecessor (engine 411). I am recommending that we donate this engine to the DCCC Fire Science Technology Program.

Background: Engine 411 is a 1990 model Ford L9000 pumper; it has been in continuous front line service for 24 years (121,000 miles) and has served the city very well. However, it has now exceeded the NFPA life expectancy (20 years) and should be taken out of service. Donating this truck to DCCC would enable it to continue serving our citizens.

Justification: After updating the “Cooperating Agency Agreement” with DCCC in November 2009, we have played an active role in training the students of this program. It is very beneficial to our department to have a pool of certified and competent fire science graduates available to fill potential job vacancies.

Financial Considerations: Removal of this unit from the City’s Insurance coverage should create a savings. In the past we have sold decommissioned fire trucks at the city surplus auction without much success.

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

Legal Considerations: I originally considered the city retaining ownership of Engine 411 and leasing the truck to DCCC. However, after consulting with insurance staff from the city it was agreed for liability reasons it would be much better if the city did not own the vehicle.

Attachments: Copy of letter requesting donation from DCCC staff.



Dodge City Community College

AND AREA TECHNICAL CENTER

2501 North 14th Avenue • Dodge City, KS 67801-2399 • (620) 225-1321 • 1-800-FOR-DCCC • www.dc3.edu

October 15, 2013

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

Dear Sirs,

As the Vice President of Innovation & Workforce Development at Dodge City Community College, I would like to request a donation of Fire Truck, Unit 411, to the Fire Science/EMS Program. Your commitment to helping educate the students from our area is needed and is sincerely appreciated.

Each year DCCC continues to advance its mission of Education. Through our programs and efforts from citizens, and communities like yours, we have seen many lives changed for the better. This equipment would allow for realistic training to enhance the firefighting skills of the students. Our goal is to continue to make a difference in the lives of our students, and with the help of donations from supporters such as you, we will continue to see improvements in the programs offered at the college.

Thanks again for your generous support of the Fire Science/EMS Program and the future of our students.

Sincerely,

Danny Gillum
VP of Innovation & Workforce Development

Brent Unruh
Professor of Fire Science & EMS



Dodge City Family YMCA
MEMORANDUM

TO: City Commission, City Manager Ken Strobel,
Assistant City Manager Cherise Tieben
FROM: Chad Knight, CEO, YMCA of Southwest Kansas
Randi Clifford, Branch Executive, Dodge City YMCA
RE: Request To Amend 2014 Membership Rates
DATE: October 31, 2013

As stated in Section #2(g) of the management agreement between the City of Dodge City and the YMCA of Southwest Kansas, the YMCA is currently required to seek and receive City Commission approval prior to any increases in membership costs. The purpose of this memo is to request your consideration for the amendment of 2014 membership rates for the Dodge City Family YMCA.

The YMCA is proposing a 5% increase in monthly and annual membership rates with certain exceptions. The enclosed chart provides a breakdown of the current membership fees and the proposed rates for 2014. No rate increases are being requested for the Senior and Senior Family membership categories. The Corporate/Military membership fees and Christian Community Leaders membership fees currently provide discounts to the standard membership cost, and the proposed increases would continue to provide that discount.

The primary purpose for seeking this rate increase is to start moving membership fees toward sustainable levels of funding as City funding is reduced over the first three years of the management agreement. In 2014, the YMCA will be responsible for an increase in reimbursement costs from 25% to 50% of City personnel salaries and benefits for Y positions. A moderate increase in membership rates along with a continued emphasis on membership and program development will allow us to keep pace with those additional costs. This request applies only to those membership rates that went into effect as of January 1, 2013. Previous Sheridan Center members who remain active will continue to keep membership packages in place that were grandfathered in under the terms of the agreement.

The proposed 2014 membership rates went through our committee process, first receiving approval from the Membership Committee and then being reviewed by the Finance Committee prior to action by the Board of Directors at our October 24th meeting. Pending your approval, we would then be able to provide appropriate notice to members before implementation of the new rates on January 1, 2014.

Thank you for your consideration of this request. We would be happy to provide any additional information or answer any questions that you might have.

Attachment: Membership Rate Chart

DODGE CITY FAMILY YMCA

Proposed Membership Rates 2014

MEMBERSHIP FEES			5% Increase	5% Increase
Membership Type	Monthly	Annually	Monthly	Annual
Youth (17 & under)	\$15	\$140 (save \$40)	\$15.75	\$147
Young Adult (18-24)	\$27	\$300 (save \$24)	\$28.35	\$315
Adult (25 -59)	\$31	\$350 (save \$22)	\$32.55	\$367.50
Family	\$47	\$500 (save \$64)	\$49.35	\$525
Seniors (60 & over)	\$23	\$231 (save \$45)	NA	NA
Senior Family (Husband & Wife)	\$35	\$356 (save \$64)	NA	NA
Youth Guest Fee	\$6	\$3 w/ member	NA	NA
Young Adult Guest Fee	\$8	\$4 w/member	NA	NA
Adult Guest Fee	\$10	\$5 w/member	NA	NA
Family Guest Fee	\$15	\$7.50 w/member	NA	NA

CORPORATE/MILITARY MEMBERSHIP FEES				5 % Increase	5 % Increase	5 % Increase
Membership Type	Payroll	Bankdraft	Annual	Payroll	Bankdraft	Annual
Youth (17 & under)	N/A	same	same	N/A	\$15.75	\$147
Young Adult (18-24)	\$22	\$24	\$250	\$23.10	\$25.20	\$262.50
Adult (25 -59)	\$27	\$29	\$325	\$28.35	\$30.45	\$341.25
Family	\$39	\$41	\$450	\$40.95	\$43.05	\$472.50
Seniors (60 & over)*	N/A	N/A		N/A	N/A	
Senior Family	N/A	N/A		N/A	N/A	
CHRISTIAN COMMUNITY LEADERS MEMBERSHIP FEES				5 % Increase	5 % Increase	5 % Increase
Membership Type	Payroll	Bankdraft	Annual	Payroll	Bankdraft	Annual
Youth (17 & under)	N/A	N/A	N/A	N/A	N/A	N/A
Young Adult (18-24)	N/A	\$18	\$175	N/A	\$18.90	\$183.75
Adult (25 -59)	N/A	\$24	\$250	N/A	\$25.20	\$262.50
Family	N/A	\$30	\$325	N/A	\$31.50	\$341.25
Seniors (60 & over)	N/A	N/A		N/A	N/A	
Senior Family (Husband & Wife)	N/A	N/A		N/A	N/A	

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: October 29, 2013

*Subject: Bids for US 50 Asphalt Mill & Overlay
KLINK Project, ST 1302*

Agenda Item: New Business

Recommendation: Approve proposal from Klotz Sand Co. Inc., for the construction of the US 50 Asphalt Mill & Overlay KLINK Project, pending approval of KDOT, in the amount of \$328,077.50.

Background: In April of 2012 the city submitted an application to KDOT under Transportation City Connecting Links (KLINK) for a 1½" mill & 1½" overlay of US 50 within the City. In August we received word that the proposed project had been selected and would be funded in KDOT Fiscal Year 2014 (July 1, 2013 to June 30, 2014). The state's participation in this project is 50% of the cost of construction and construction engineering, up to a maximum of \$200,000. The construction estimate on the applications was \$399,994. The KLINK Program is only for maintenance/resurfacing, major modifications are not part of the KLINK Program.

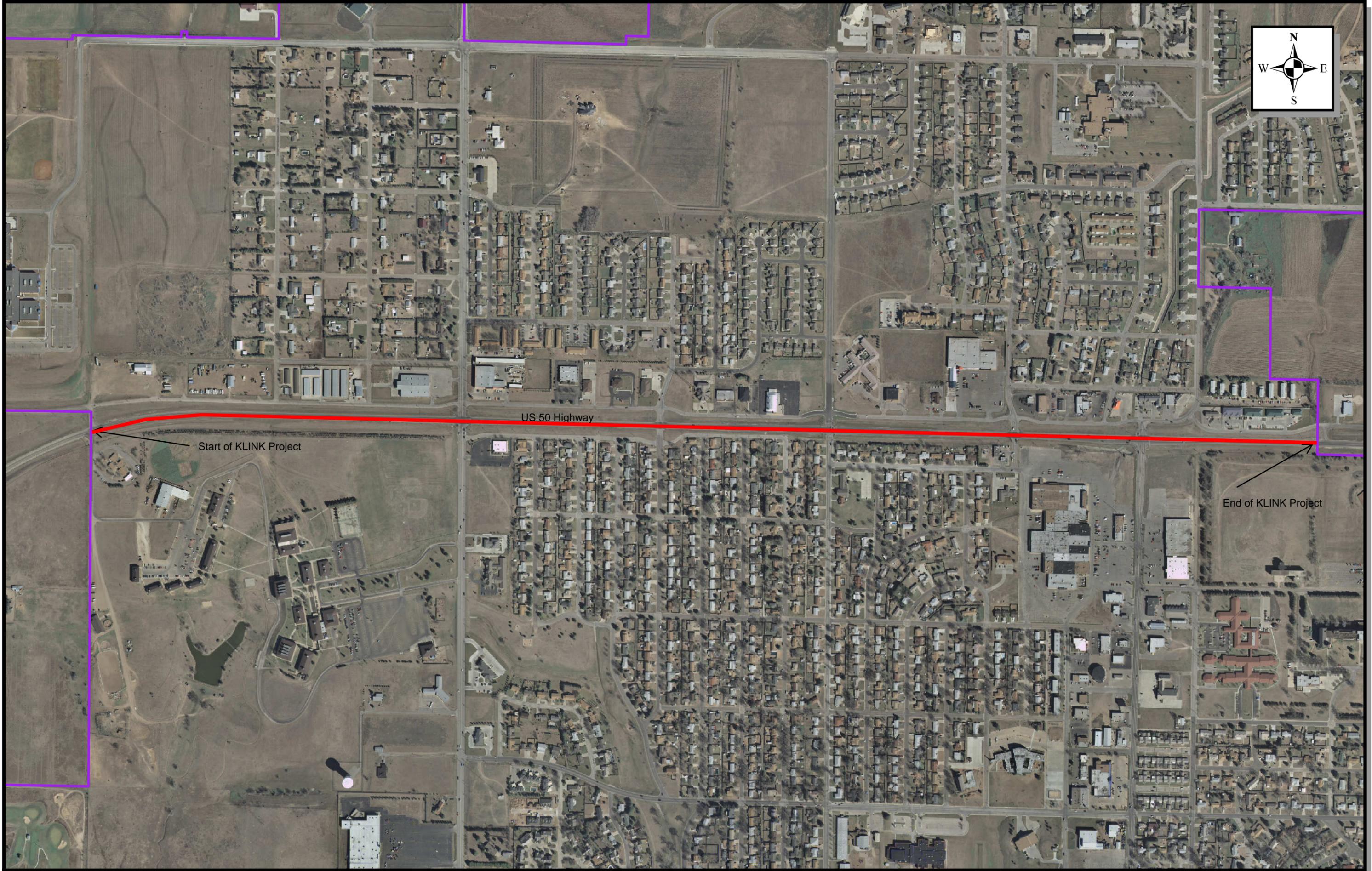
Justification: This project will maintain the infrastructure and extend the service life of US 50. This section of US 50 has not seen any maintenance applications in some time. It is starting to show signs of deterioration. KDOT and City forces have filled "pot holes" along the route. We have seen an increase in traffic on this roadway since Wyatt Earp Blvd. is longer in the state highway system. With the added traffic comes added loading and maintenance of the roadway.

Financial Considerations: The Mill & Overlay of US 50 will cost \$328,077.50. Funding of this project will be shared between KDOT and the City. KDOT will be responsible for 50% of the construction and construction engineering of the project up to \$200,000, the City will pay the remaining. We have funded \$250,000 for this project in the 2013 Street Program through GOB funding.

Purpose/Mission: The completion of this project will maintain our street infrastructure in an acceptable condition and extend the life of street repaired under this project.

Legal Considerations: By approving the bid with Klotz Sand Co. Inc., the City will enter into a contract with Klotz Sand Co. Inc., and be responsible to make payments to Klotz Sand Co. Inc., for the completed work.

Attachments: The bid tabulation for Klotz Sand Co. Inc. and APAC-Kansas Sheers Division, which includes the Engineers' estimate. Also attached is a map of the project and limits.



US 50 Highway

Start of KLINK Project

End of KLINK Project