

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, December 7, 7:00 p.m.

MEETING #5022

CALL TO ORDER

ROLL CALL

INVOCATION BY Minister of Church of Nazarene

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).

Recognition of Deputy Fire Chief Robert Heinz and Police Lieutenant Jeff Mooradian for completing the Certified Public Manager Program.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, November 16, 2015;
2. Approval of City Commission Meeting Minutes, November 16, 2015;
3. Approval of City Commission Special Meeting Minutes, November 19, 2015;
4. Appropriation Ordinance No. 23, December 7, 2015;
5. Cereal Malt Beverage License:
 - a. Circle K Store #1624, 2615 E. Trail St.
 - b. Circle K Store #1625, 609 S. 2nd Avenue.
6. Approval of Change Order No. 1 for Old City Hall Sidewalk and Retaining Wall;
7. Approval of Hennessey Hall Lease with Russel Child Development.

ORDINANCES & RESOLUTIONS

Ordinance No. 3619: An Ordinance Authorizing The Issuance By The City of Dodge City Kansas, Of Not To Exceed \$18,000,000 Aggregate Principal Amount Of Taxable Industrial Revenue Bonds (Inn Vestments II L.L.C. Project), Series 2015, To Provide Funds To Acquire, Construct And Equip a Project For Inn Vestments II, L.L.C. And Authorizing And Approving

Certain Documents And Actions In Connection With The Issuance Of The Bonds. Report by Finance Director/City Clerk, Nannette Pogue.

Resolution No. 2015-29: A Resolution Of The Governing Body Of The City of Dodge City, Kansas, Giving Notice Of A Public Hearing On The Advisability Of Creating A Community Improvement District. Report by Finance Director/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

Approval of Submission of Application for 5311 Public Transportation Grant. Report by Mobility Manager, Ernestor De La Rosa.

NEW BUSINESS

1. Approval of bid for new $\frac{3}{4}$ ton Extended Cab Utility Truck Box for Public Works Department. Report by Director of Administration, Ryan Reid.
2. Approval of bid for a Solid Waste Collection Truck for Sanitation Department. Report by Director of Administration, Ryan Reid.
3. Approval of bid for a new Medium Duty Single Axle Dump Truck (with front mount snow plow) for Utilities Department. Report by Director of Administration, Ryan Reid.
4. Approval to Amend 2016 Membership Rates and Program Fees for the Dodge City Family YMCA. Report by Dodge City YMCA Executive Director, DeWayne Donaldson and Assistant to City Manager/Mobility Manager, Ernestor De La Rosa.
5. Approval of Recommendations for Engineering Services with SMH Consulting for Heritage District STAR Bonds Project. Report by Parks & Recreation Director, Paul Lewis.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, November 16, 2015

6:30 p.m.

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

WORK SESSION

Mobility Manager, Ernesto De La Rosa and Director of Parks & Recreation, Paul Lewis spoke regarding the Public Transportation program and the application for grant funds. This item is for approval on the regular meeting. There were questions regarding the cost of the dispatch. Ernestor will get back to the Commission with a detailed dispatch budget from Finney County Committee on Aging.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers
Monday, November 16, 7:00 p.m.
MEETING #5020

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners, Kent Smoll, Jan Scoggins, Rick Sowers, Brian Delzeit.

INVOCATION BY Father Wesley Schawe, Our Lady of Guadalupe.

PLEDGE OF ALLEGIANCE

The tornado sirens were sounded, so the meeting was moved to the tornado shelter.

PETITIONS & PROCLAMATIONS

Small Business Saturday Proclamation was read by Mayor, Joyce Warshaw. Chelsey Dawson, Main Street Director spoke about the Downtown Dodge City and local promotion of 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 City Commission Meeting Minutes, November 2, 2015;
2. Approval of City/County Joint Commission Meeting Minutes, November 9, 2015;
3. Appropriation Ordinance No. 22, November 16, 2015;
4. Cereal Malt Beverage License:
 - a..Murphy Oil USA, Inc. 1907 N. 14th Avenue.
5. Approval of Agreement between City of Dodge City and Finney County Committee on Aging, Inc. (FCCA).

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented; Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2015-26: A Resolution Delaying the Commencement of the Collection of a

Community Improvement District Sales Tax from January 1, 2016 to January 1, 2017 was approved on a motion by Commissioner Brian Delzeit. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Resolution No. 2015-27: A Resolution Authorizing Year End Bonuses was approved on a motion by Commissioner Rick Sowers. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Resolution No. 2015-28: A Resolution Declaring the Eligibility of the City of Dodge City, Kansas to Submit an Application to the Kansas Department of Transportation for Use of Transportation Alternative Funds Set Forth by The Federal Transportation Equity Act for the 21st Century for the Heritage District Beautification Project in Dodge City and Authorizing the Director of Parks and Recreation to Sign the Application was approved by Commissioner Brian Delzeit. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Kent Smoll moved to table the item; Submission of Application for 5311 Public Transportation Grant. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
2. Commissioner Kent Smoll moved to approve the Audit Engagement Letter with Kennedy McKee & Company LLP. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

OTHER BUSINESS

City Manager, Cherise Tieben:

- Channel 8 has not been functioning for a few weeks;
- There will be a Joint City/County Commission meeting on November 19 at 6:00 p.m. at City Hall;
- The Christmas Tree lighting will be November 30;
- Condolences to the family of Tom Martin. Tom was a former City Commissioner and Mayor who contributed a great deal to the Dodge City community.

EXECUTIVE SESSION

At 7:30 p.m. Commissioner Kent Smoll moved to adjourn to Executive Session to Discuss Attorney-Client matters to include City Manager Cherise Tieben and City Attorney Brad Ralph not to exceed 15 minutes. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

The regular session convened at 7:45 p.m.

ADJOURNMENT

Commissioner Brian Delzeit moved and Commissioner Jan Scoggins seconded the motion to adjourn the meeting. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

City Hall, Commission Chambers

Thursday, November 19, 2015

5:00 p.m.

MEETING #5021

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Kent Smoll, Jan Scoggins, Rick Sowers and Brian Delzeit

NEW BUSINESS

1. Commissioner Brian Delzeit moved to approve Amendment No. 2 to the Leisure Development Agreement. Commissioner Jan Scoggins seconded the motion.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CORPORATE 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 licensed premises.			

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-465579045F-01			
Name of Corporation Circle K Stores, Inc.		Principal Place of Business P.O. Box 522085	
Corporation Street Address P.O. Box 522085		Corporation City Phoenix	State Arizona
Date of Incorporation 7/2/1984		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <i>Corporation Service Company</i>		Phone No.	
Residence Street Address <i>2900 SW Warabe Dr. #204</i>		City <i>TODEKA</i>	State <i>KS</i>
			Zip Code <i>66614</i>

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Circle K Store # 272 <i>1624</i>		Name Circle K Stores, Inc.	
Business Location Address <i>2615 E. TRAIL ST.</i>		Address 1199 S. Beltline, Suite 160	
City <i>Dodge city</i> State <i>KS</i> Zip <i>67801</i>		City Coppell, Texas, 75019	
Business Phone No. <i>620-227-2625</i>		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s)			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name Geoffrey Haxel		Position President & Secretary	
Residence Street Address 7849 East Vista Bonita Drive		City Scottsdale	State AZ
			Zip Code 85255
Spouse Name Lori Glyn Haxel		Position spouse	
Residence Street Address 7849 East Vista Bonita Drive		City Scottsdale	State AZ
			Zip Code 85255
Name Kathy Cunnington		Position Treasurer & Vice President	
Residence Street Address 14203 South 12th Place		City Phoenix	State AZ
			Zip Code 85048
Spouse Name Jeffery David Cunnington		Position spouse	
Residence Street Address 14203 South 12th Place		City Phoenix	State AZ
			Zip Code 85048
Name Kelly McGuire		Position Vice President	
Residence Street Address 7312 Vangaurd Court		City Colleyville	State TX.
			Zip Code 76034
Spouse Name Donna McGuire		Position spouse	
Residence Street Address 7312 Vangaurd Court		City Colleyville	State TX.
			Zip Code 76034

CORPORATE 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: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-465579045F-01

Name of Corporation Circle K Stores, Inc.		Principal Place of Business P.O. Box 522085	
Corporation Street Address P.O. Box 522085		Corporation City Phoenix	State Arizona
		Zip Code 85072	
Date of Incorporation 7/2/1984	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name <i>Corporation Service Company</i>	Phone No.		
Residence Street Address <i>2900 SW Nanamaker Dr. #204</i>	City	State	Zip Code

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Circle K Store # 272 <i>1625</i>	Name Circle K Stores, Inc.
Business Location Address <i>609 S. 2nd Ave</i>	Address 1199 S. Beltline, Suite 160
City <i>Dodge city</i> State <i>KS</i> Zip <i>67801</i>	City Coppell, Texas, 75019 State Zip
Business Phone No. <i>620-227-2692</i>	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s)	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse, if applicable. Attach additional pages if necessary.

Name Geoffrey Haxel	Position President & Secretary	Date of Birth 11/6/61
Residence Street Address 7849 East Vista Bonita Drive	City Scottsdale	State AZ
	Zip Code 85255	
Spouse Name Lori Glyn Haxel	Position spouse	Date of Birth 11/16/64
Residence Street Address 7849 East Vista Bonita Drive	City Scottsdale	State AZ
	Zip Code 85255	
Name Kathy Cunningham	Position Treasurer & Vice President	Date of Birth 3/10/67
Residence Street Address 14203 South 12th Place	City Phoenix	State AZ
	Zip Code 85048	
Spouse Name Jeffery David Cunningham	Position spouse	Age 3/1/66
Residence Street Address 14203 South 12th Place	City Phoenix	State AZ
	Zip Code 85048	
Name Kelly McGuire	Position Vice President	Date of Birth 11/30/59
Residence Street Address 7312 Vangaurd Court	City Colleyville	State TX.
	Zip Code 76034	
Spouse Name Donna McGuire	Position spouse	Age
Residence Street Address 7312 Vangaurd Court	City Colleyville	State TX.
	Zip Code 76034	

Memorandum

*To: City Manager
City Commissioners*

From: Ray Slattery, Director of Engineering Services

Date: December 1, 2015

*Subject: Old City Hall Sidewalk and Retaining Wall
(ST 1505)*

Agenda Item: Consent Calendar

Recommendation: Approve Change Order No. 1 for Old City Hall Sidewalk and Retaining Wall.

Background: Old City Hall Sidewalk and Retaining Wall was approved on July 20, 2015.

Justification: 8" Reinforced Concrete Retaining Wall – The additional 5 C.Y. of wall is a result of compromising with the contractor to increase the length of the wall in order to reduce the area of 6" Reinforced Concrete Sidewalk and increasing the thickness of the vertical wall to 10". This compromise reduce the labor for the contractor.

6" Reinforced Concrete Sidewalk – This bid item was deleted from the project since the contractor increased the length of the 8" retaining wall.

4" Concrete Sidewalk – The additional 5 S.Y. of sidewalk came as a result of an increase in the amount of sidewalk that was required from the top of the new staircase to the front steps of the Old City Hall Building.

PVC Sleeves – This item was added to the project as a Lump Sum quantity. This item was used to provide access locations under the new pavement sections for various utilities (i.e. irrigation lines and electrical)

Financial Considerations: Change Order No. 1 is for an increase of \$350.00.

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: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: December 3, 2015

Subject: Hennessy Lease Agreement

Agenda Item: Consent Calendar

RECOMMENDATION: Staff recommends approving the lease with Russel Child Development Center for space at Hennessy Hall.

BACKGROUND: Russel Child Development Center desires to lease space at Hennessy to house their operations and services. They are a Kansas not-for-profit corporation that supports students and families through various programs operated through grant funding.

The space being leased is on the first floor, room 135. The total space being leased is 466 square feet and is a new five year lease.

JUSTIFICATION: Russel Child Development Center is a not-for-profit public service enterprise that is consistent and compatible with other entities currently housed in the facility.

FINANCIAL CONSIDERATIONS: The annual lease payment will be \$4,500 based on the standard \$6 per sq. ft. base rent plus \$3.65 per square foot for City provided improvements. Russel desired the leased space to be painted, new carpet and window blinds installed. Those expenses are typically the Tenant's responsibility but we agreed to make those improvements and recover those costs over the term of the lease. Lease payments are prorated monthly and billed through City Hall.

Because Russel's operations are dependent on grant funding, this lease includes language allowing Russel to terminate the agreement should those funding sources no longer exist.

PURPOSE/MISSION: This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional opportunities in the community to provide training and resources that serve the education and development of children in the community.

LEGAL CONSIDERATIONS: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for one year.

ATTACHMENTS:

Lease Agreement
Exhibit A – Floor Plan

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 Russel Child Development 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 four hundred sixty six square foot (466). 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 five (5) years commencing January 1, 2016 and terminating December 31, 2021, 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 four thousand, five hundred dollar, (\$4,500.00), representing a square footage rental rate of approximately \$9.65 per square foot, said annual amount to be paid in equal advance monthly installments of three hundred seventy five dollars (\$375.00), beginning on the first day of January, 2016, for 1st month's 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 four hundred sixty six 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 1.2%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.2%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by four hundred sixty (466) 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 January 1, 2017 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 2016.

- 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. TENANT and LANDLORD have agreed on certain improvements to the leased space that will be performed by LANDLORD prior to TENANT'S occupancy. LANDLORD agrees to complete the following on TENANT'S behalf: 1) Install new carpet; 2) Provide new window blinds; 3) Paint all interior doors and walls; and 4) Remove bathtub and convert space to a storage closet. In exchange for said improvements by LANDLORD, TENANT hereby agrees to pay base rent costs as provided in paragraph 3 above.

The TENANT 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.

Any future 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.

11. **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 (12) months prior to the termination date.
12. **TERMINATION BY TENANT:** LANDLORD acknowledges TENANT anticipates conduction operations subject to State and Federal government funding. Should TENANT fail to receive adequate funding to continue operations, TENANT may terminate the lease by providing LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should TENANT terminate the lease under this provision, TENANT shall not rent, lease or sub-lease any other space within Ford County for the purpose of conducting office operations for the term of this lease.
13. **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.

- 14. 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.

- 15. 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.
- 16. UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises. TENANT shall be responsible for any telecommunications and data utilities required.
- 17. 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.
- 18. 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.

19. **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.
20. **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 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as 714 Ballinger, Garden City, Kansas 67846
21. **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: _____
JOYCE WARSHAW, MAYOR

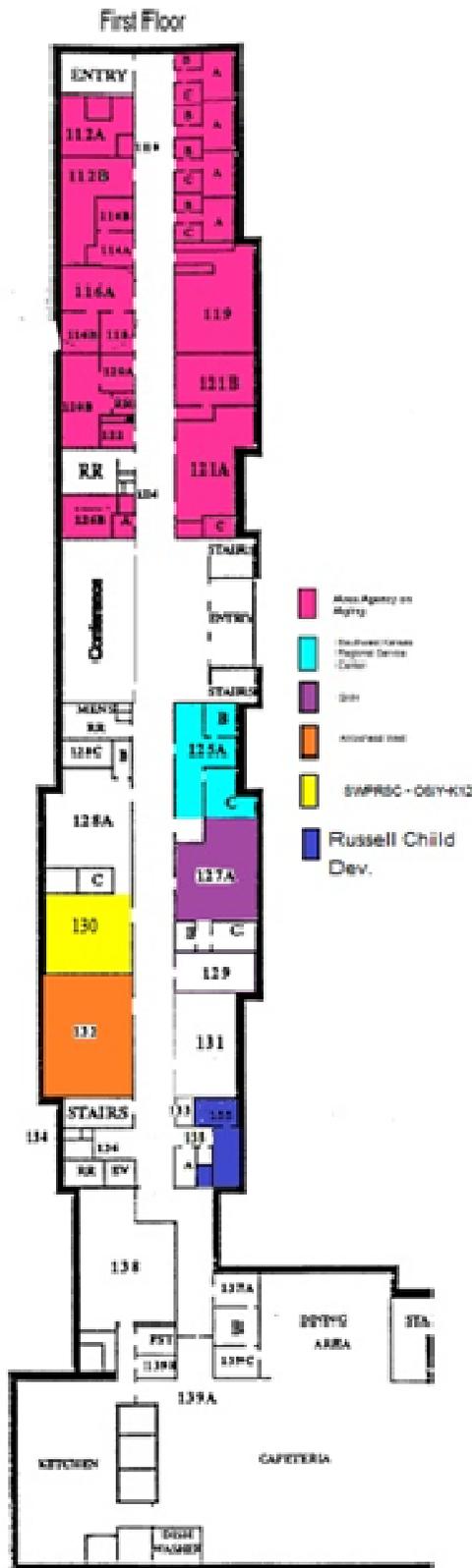
APPROVED:

NANNETTE POGUE, CITY CLERK

RUSSELL CHILD DEVELOPMENT CENTER

By: _____
Deanna Berry, Executive Director

Exhibit A



Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue, Finance Director/City Clerk
Date: December 3, 2015
Subject: Ordinance No. 3619
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Ordinance No. 3619.

Background: At the November 2 City Commission meeting, the Commission approved Ordinance No. 3618 authorizing the City to issue Industrial Revenue Bonds to Inn Vestments II, L.L.C. (Leisure Development) in the amount not to exceed \$16,500,000 to provide funds to pay the costs of the acquisition, construction and equipping a hotel facility, restaurant and RV Park. The amount has changed, so we are asking the Commission to approve Ordinance No. 3619 which authorizes the issuance of not to exceed \$18,000,000 and to repeal the previous Ordinance No. 3618.

Justification: To promote economic development in Dodge City and allow Leisure Development to finance their project with the issuance of Industrial Revenue Bonds.

Financial Considerations: None – Leisure Development will pay all costs involved.

Purpose/Mission: We value progress, growth and new possibilities.

Legal Considerations: All legal considerations will be met with documents provided by Gilmore & Bell, the Leisure Development LLC Bond Counsel.

Attachments: Ordinance No. 3619

ORDINANCE NO. 3619

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF DODGE CITY, KANSAS OF NOT TO EXCEED \$18,000,000 AGGREGATE PRINCIPAL AMOUNT OF TAXABLE INDUSTRIAL REVENUE BONDS (INN VESTMENTS II, L.L.C. PROJECT), SERIES 2015, TO PROVIDE FUNDS TO ACQUIRE, CONSTRUCT AND EQUIP A PROJECT FOR INN VESTMENTS II, L.L.C. AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the City of Dodge City, Kansas (the “Issuer”) is a municipal corporation and political subdivision duly organized and validly as a city of the first class; and

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (collectively, the “Act”), to issue revenue bonds, the proceeds of which shall be used for the purpose of paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling facilities for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes; and

WHEREAS, pursuant to the Act, the Issuer proposes to issue its Taxable Industrial Revenue Bonds (Inn Vestments II, L.L.C. Project), Series 2015 (the “Bonds”), in an aggregate principal amount not to exceed \$18,000,000, for the purpose of (a) acquiring, constructing and equipping approximately 90 room hotel to be located at 201 4th Avenue, an approximately 12,000 square foot restaurant to be located at 301 4th Avenue and a R/V campground to be located at 701 Park Street, all in the City for Inn Vestments II, L.L.C., a Kansas limited liability company (the “Company”), and (b) paying certain costs of issuance, all as further described in the hereinafter referred to Bond Indenture and Lease Agreement; and

WHEREAS, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Bond Indenture”), by and between the Issuer and Security Bank of Kansas City, as Bond Trustee (the “Bond Trustee”); and

WHEREAS, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement of even date herewith (the “Base Lease”) between the Company and the Issuer; and

WHEREAS, simultaneously with the execution and delivery of the Bond Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project (as defined in the Bond Indenture) will be acquired, constructed and equipped and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay Lease Payments (as defined in the Bond Indenture) sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the Issuer execute and deliver certain documents and that the Issuer take certain other actions as herein provided;

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

Section 1. Findings and Determinations. The Issuer hereby makes the following findings and determinations with respect to the Company and the Bonds to be issued by the Issuer, based upon representations made to the Issuer:

- (a) The Company has properly requested the Issuer's assistance in financing the costs of the Project;
- (b) The issuance of the Bonds for the purpose of providing funds to finance the costs of the Project is in furtherance of the public purposes set forth in the Act; and
- (c) The Bonds are being issued for a valid purpose under and in accordance with the provisions of the Act.

Section 2. Authorization of the Bonds. The Issuer is hereby authorized to issue the Bonds in the aggregate principal amount of not to exceed \$18,000,000, which shall be issued under and secured by and shall have the terms and provisions set forth in the Bond Indenture. The Bonds shall bear interest at an interest rate not to exceed 2.00% per annum, and shall mature not later than the year 2016, and shall have such redemption provisions, including premiums, and other terms as set forth in the Bond Indenture. The final terms of the Bonds shall be specified in the Bond Indenture, and the signatures of the officers of the Issuer executing such Bond Indenture shall constitute conclusive evidence of their approval and the Issuer's approval thereof.

Section 3. Limited Obligations. The Bonds shall be limited obligations of the Issuer, payable solely from the sources and in the manner as provided in the Bond Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Bond Indenture) to the Bond Trustee and in favor of the owners of the Bonds, as provided in the Bond Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the Issuer, the State of Kansas (the "State") or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreement and the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the Issuer or any charge upon its general credit or against its taxing power.

Section 4. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to and reviewed by the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), and the Issuer is hereby authorized to execute and deliver each of such documents (the "Issuer Documents") with such changes therein (including the dated date thereof) as shall be approved by the officials of the Issuer executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the Issuer's approval thereof:

- (a) Bond Indenture providing for the issuance thereunder of the Bonds and setting forth the terms and provisions applicable to the Bonds, including a pledge and assignment by the Issuer of the Trust Estate to the Bond Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Bond Indenture;
- (b) Base Lease Agreement under which the Company will lease to the Issuer the property financed and refinanced with the proceeds of the Bonds in consideration of the Issuer's deposit of the proceeds of the Bonds into the funds described in the Bond Indenture; and

(c) Lease Agreement under which the Issuer will make the proceeds of the Bonds available to the Company for the purposes herein described in consideration of payments that will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds.

Section 5. Execution of Bonds and Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Bonds by manual or facsimile signature and to deliver the Bonds to the Bond Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Bond Indenture. The Mayor of the Issuer is hereby authorized and directed to execute and deliver the Issuer Documents for and on behalf of and as the act and deed of the Issuer. The City Clerk of the Issuer is hereby authorized and directed to attest, by manual or facsimile signature, to the Bonds, the Issuer Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Further Authority. The Issuer shall, and the officials, agents and employees of the Issuer are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments, including, without limitation, any credit enhancement and security documents, arbitrage certificate, redemption notices, closing certificates and tax forms, as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Issuer Documents.

Section 7. Repeal of Ordinance No. 3618. Ordinance No. 3618 approved on November 2, 2015 is hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect and be in full force immediately after its adoption by the Governing Body of the Issuer and publication in the official newspaper of the Issuer.

PASSED by the City Commission of the City of Dodge City, Kansas on December 7, 2015 and **APPROVED AND SIGNED** by the Mayor.

Mayor

(Seal)
ATTEST:

City Clerk

Approved As To Form Only:

Bradley C. Ralph, City Attorney

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: December 3, 2015
Subject: Resolution No. 2015-29
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2015-29.

Background: Inn Vestments II, L.L.C (Leisure Development) has forwarded a petition to the City of Dodge City to create the Leisure Development Community Improvement District and authorize the proposed CID project. As we have discussed in the past, their future development includes an approximately 90 room hotel to be located at 201 4th Avenue, an approximately 12,000 square foot restaurant to be located at 301 4th Avenue and a R/V campground to be located at 701 Park Street. In the development agreement previously approved by the City, the City agreed to create this CID and authorize an additional 1% sales tax be added to sales at all of the developments when they open.

The resolution sets a public hearing for January 4, 2016 and provides for notice of the public hearing. The resolution also restates the general nature of the proposed project, the estimated cost of the project, the proposed methods of financing, and a proposed 1% CID sales tax.

Justification: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district will be paid to the City to reimburse the costs of road, driveway and drainage improvements.

Financial Considerations: none

Purpose/Mission: We value progress and business growth for the community.

Legal Considerations: All will be met upon the passage of the Resolution.

Attachments: Resolution No. 2015-29 and Petition

RESOLUTION NO. 2015-29

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to the provisions of the Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “Act”), cities are authorized to establish community improvement districts, to authorize the performance of community improvement district projects, and to authorize the financing of such projects from the imposition of a community improvement district sales tax to be levied on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district in accordance with the Act; and,

WHEREAS, the Governing Body of the City of Dodge City, Kansas (the “City”) has determined to consider the advisability of creating a community improvement district as described in a petition (the “Petition”) filed for the establishment of a community improvement district in accordance with the Act, a copy of which is attached hereto as *Exhibit A*; and,

WHEREAS, the City desires to call and conduct a public hearing under the provisions of the Act in order to determine whether it is advisable to create a community improvement district within the City and approve the project and method of financing the project as requested in the Petition pursuant to the Act.

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

Section 1. Time and Place of Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City of Dodge City, Kansas to consider the advisability of creating a community improvement district as described in the Petition on January 4, 2016 at City Hall, located at 806 N. Second Avenue, Dodge City, Kansas, the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on the foregoing matters.

Section 2. The General Nature of the Proposed Project. The proposed project to be performed within the proposed community improvement district is described in *Exhibit B*, attached hereto and incorporated herein by reference.

Section 3. The Estimated Cost of the Project. The estimated cost of the proposed project is forty seven million, two hundred seventeen and six hundred and twenty dollars (\$47,217,620), of which a maximum amount of eight hundred and twenty five thousand dollars (\$825,000).

Section 4. The Proposed Method of Financing the Project. The proposed method of financing for the proposed community improvement district is by reimbursement of costs on a “pay-as-you-go” basis.

Section 5. The Proposed Amount of Community Improvement District Sales Tax. A one-half percent (1%) community improvement district sales tax is proposed to be levied within the proposed community improvement district in accordance with the Act on the sale of tangible personal

property or rendering or furnishing of taxable services within the proposed community improvement district.

Section 6. Legal Description and Map Exhibit. A legal description and map exhibit of the proposed community improvement district are attached hereto as *Exhibit C* and *Exhibit D*, respectively, and incorporated herein by reference.

Section 7. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

(a) A copy of this resolution must be mailed by United States certified mail, return-receipt requested, at least ten (10) days prior to January 4, 2016, to each owner of real property within the proposed community improvement district.

(b) This resolution, including all exhibits attached hereto, must be published in the official City newspaper once each week for two (2) consecutive weeks; the second publication must occur at least seven (7) days prior to January 4, 2016.

Section 8. Effective Date. This resolution will be effective upon its adoption by the Governing Body of the City of Dodge City, Kansas.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 7th day of December, 2015.

Mayor

Attest:

Nanette Pogue, City Clerk

Brad Ralph, City Attorney

EXHIBIT A

Community Improvement District Petition

[Petition on file with City Clerk]

EXHIBIT B

Proposed Project

The general nature of the proposed project (the "**Project**") is to promote the development of an approximately 90 room hotel to be located at 201 4th Avenue, an approximately 12,000 square foot restaurant to be located at 301 4th Avenue and a R/V campground to be located at 701 Park Street, all in the City for Inn Vestments II, L.L.C by providing community improvement district financing, in accordance with this Petition and with the Act, to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to, land acquisition, infrastructure related items, sidewalks, parking lots, buildings, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Project, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT C

Legal Description

EXHIBIT D



Map

CID Petition

PETITION FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT
(LEISURE DEVELOPMENT)

TO: Board of Commissioners,
City of Dodge City, Kansas

The undersigned (collectively, the “**Petitioner**”), being the owners of record, whether resident or not, of the following:

1. One Hundred percent (100%) of the land area contained within the hereinafter described community improvement district (excluding public right-of-way); and
2. One Hundred percent (100%) by assessed value of the land area contained within the hereinafter described community improvement district (excluding public right-of-way).

hereby petitions the City of Dodge City, Kansas (the “**City**”) to create the Leisure Development Community Improvement District (“**CID**”) and authorize the proposed CID project (the “**CID Project**”) hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the “**Act**”). In furtherance of such request, the Petitioner states as follows:

1. GENERAL NATURE

The proposed CID Project consists of development of a new hotel, the renovation of the historic Guymon-Petro building to include a new restaurant and a new RV park within the City. The general nature of the proposed CID Project is set forth in **EXHIBIT “A”**, attached hereto and incorporated by reference herein.

Through CID financing in accordance with this Petition, the Act, and the related Development Agreement, the Developer seeks public assistance to finance the development and construction of the CID Project.

2. ESTIMATED COST

The total estimated cost of the overall proposed project is \$47,217,620, of which a maximum amount of \$825,000 is proposed to be reimbursed from CID revenues as more particularly described below.

3. PROPOSED METHOD OF FINANCING

The proposed method of financing the CID Project is from the CID sales tax described in Section 5 below and exclusively through Pay-as-you-go financing, as defined in the Act.

4. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

Petitioner does not propose that the CID Project be financed through the levying of assessments.

5. PROPOSED AMOUNT OF SALES TAX

Petitioner proposes that the CID Project be financed through the levying of a CID sales tax in the amount of 1.0% as authorized by the Act for a period not to exceed 22 years.

6. MAP AND LEGAL DESCRIPTION OF THE PROPOSED CID

A map of the CID is attached hereto at **EXHIBIT "B"**.

The legal description of the CID is attached hereto at **EXHIBIT "C"**.

7. NOTICE TO PETITION SIGNER

Petitioner hereby acknowledges that names may not be withdrawn from this Petition by the signer hereof after the Commission commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

8. PETITION BINDING ON FUTURE OWNERS

Petitioner hereby acknowledges that if this Petition is not properly withdrawn as permitted by the Act, any future owners of the property within the CID shall be bound by this Petition.

9. COUNTERPARTS

This Petition may be executed in one or more counterparts and by each signer hereof on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which shall constitute one instrument.

10. ACKNOWLEDGMENTS

Petitioner acknowledges that:

(A) the City's approval of this Petition or of the CID Project set forth in this Petition and creation of a CID by the City as proposed in this Petition does not

(Seal)

Notary Public in and for said
County and State

My Commission Expires:



Parks and Recreation

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

Memorandum

To: City Manager, Cherise Tieben
City Commissioners

From: Ernestor De La Rosa
Paul Lewis

Date: December 4, 2015

Subject: Public Transportation Grant Letters

Agenda Item: Unfinished Business

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

1. U.S.C. 49-5311 Public Transportation Operating Grant in the amount of \$399,616 which includes \$78,670 for Dispatch provided by Finney County Transit.

Background: The Dodge City Public Transportation recently expanded services to include Fixed Route and ADA Para-transit service. The proposed budget for this grant (see Attachment 1) will support this expanded program as follows:

- **Fixed Route Bus Service in Dodge City.** The Fixed Route bus system was expanded in May 2015. Each route runs hourly from 6:00 am to 6:00 pm, Monday through Friday. Currently we are providing over 2,000 rides per month within the first five months of operation, and continue to grow thereafter.
- **Door-to-Door ADA Para-transit Service.** We continue to provide door to door service (within $\frac{3}{4}$ of a mile of the Fixed Routes) for passengers with physical, cognitive or visual disabilities which prevent them from utilizing the fixed route buses.
- **Regional Demand Response Service.** We provide service outside the $\frac{3}{4}$ mile Para-transit zone, and up to 2 miles beyond the city limits. Any resident may schedule a door-to-door ride if the ride's origin or destination is beyond the $\frac{3}{4}$ mile Para-transit zone and within a 2 mile radius of City limits. Based on our reports over the last five months, we are providing more than 1,000 Para-transit and Regional Demand Response rides per month.

Justification: As of today, Dodge City Public Transportation is providing over 3,100 rides a month with both Fixed Route and Para transit/Demand Response service. We have seen a 30% increase in total rides when comparing to last year. We expect that the Fixed Route and Para-transit services continue to increase and build ridership.

Gray County has contracted with us to provide door to door bus service for the general public throughout their county. Included in our 5311 grant is the purchase of a 2nd full sized van along with operation and administration expenses, for which Gray County will be paying all local match costs. While most service is provided within Gray County, rides also are provided to Dodge City and Garden City.

Financial Considerations: The most significant change in the financial picture is Ford County’s decision not to participate in funding public transportation in 2015. Approximately 12% of the rides we provide have been outside the city limits, and we had hoped to expand service by providing door to door service throughout Ford County (similar to what we are doing with Gray County).

For this grant cycle staff recommends Dodge City commit to meeting the local match costs associated with this important public service. The letters of financial commitment required for the 5311 grant application as follows:

- U.S.C. 49-5311 Public Transportation Grant:

○ *Operations (50%)	\$301,246
○ *Dispatch (50%)	\$ 78,670
○ Administration (20%)	<u>\$ 19,700</u>
TOTAL	\$399,616

The commitment letters are required to include a 50% local match of the Federal transportation funds for Operations and Dispatch for which the City is applying. Historically KDOT has supplemented the Federal funds and for this grant cycle we anticipate State funding of an additional 20%. With State funding, the net City obligation will be \$279,116 of which \$187,085 is budgeted in Public Transportation (3410) for 2016; \$82,030 is provided from existing covered positions in the Parks budget (5210) and \$10,000 will be raised through Service Contracts.

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

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

Attachments: Program Budget Document, Sample Letters of Financial Support

SFY 2017 Public Transportation Budget 5311 and 5317
July 1, 2016 - June 30, 2017

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch	Gray County (2 vans)
Section L. Operating Assistance Budget					
1.	Personnel – Driver (Paid)				
	1 FT wages	34,980			
	Regular PT	112,320	142,180		62,400
	Health Insurance	55,500	46,900		13,400
	FICA/KPERS	27,990	27,010		11,860
	Personnel - Dispatcher				
	Personnel - Mechanic				
	Wages, 50%	6,750	6,750		
	Health Insurance	3,825	3,825		
	FICA/KPERS	1,280	1,280		
	Total Personnel	242,645	227,945		87,660
2.	Vehicle Insurance	2,000	2,000		800
3.	Advertising (includes marketing materials)	5,000	5,000		1,000
4.	Fuel	42,000	42,000		9,000
5.	Maintenance, Repair, Lubrication, Parts, Labor, Tires	36,000	28,800		14,400
6.	Storage (Paid)				
7.	Contract Services (Specify name & reason)*				
8.	Communications/Phone	500	500		300
9.	Other (Must specify each item)				
	9a FIT Dispatching Contract			163,150	
10.	Licenses & Registration	2,000	2,000		800
11.	KPTA Membership Dues	100	100		50
12.	KPTA Annual Meeting Expenses	500	500		100
13.	RTAP Driver Training	1,000	1,000		200

**SFY 2017 Public Transportation Budget 5311 and 5317
July 1, 2016 - June 30, 2017**

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		Gray County (2 vans)
14.	RTAP Manager Training	300	300			75
15.	KCC Registration Fee	250	250			100
16.	DOT Driver's Physical	900	900			200
17.	Total Operating Expenses (Add #1 through #16)	333,195	311,295	163,150		114,685
18.	Comments and Explanations of line items above					
19.	Project Income - Fares	12,000	30,000			2,000

SFY 2017 Public Transportation Budget 5311 and 5317
July 1, 2016 - June 30, 2017

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch	Gray County (2 vans)
20.	Net Operating Cost (Line #17 - #19)	321,195	281,295	163,150	112,685
21.	5311 Reimbursement Request (50% of Line 20)	160,598	140,648	81,575	56,340
Operating/Dispatch/Mobility Manager Local Match Letters					
22.	5311 Operating/Dispatch Local Match Letter (50%)	160,598	140,648	81,575	56,343
Section K - Capital Assistance Budget					
	All equipped VAN				40,000
	Lift Equipped Minivan (1)				
	Radio Equipment				850
4.	Total Capital with 2.5% contingency				41,870
5.	Capital Reimbursement Request (80%)				33,500
6.	Capital Local Match Letter (20%)	0	0		8,370
Section M - Administrative Assistance Budget					
24.	Administrative Personnel				
	Mobility Manager (50%)	11,770	12,020		1,250
	Administrative Aide (75%)	11,630	11,880		2,480
	Clerical Support, (12hrs x 5 days x 52 wks @ 12) 75%	13,650	13,650		
	Other - Gray County Liaison				9,000
	Health Insurance	10,320	10,320		1,150
	FICA/KPERS	7,040	7,130		470
	Total Administrative Personnel	42,640	42,980		14,350
25.	Building Insurance	1,130	1,130		
26.	Office Supplies	320	320		80

**SFY 2017 Public Transportation Budget 5311 and 5317
July 1, 2016 - June 30, 2017**

		DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		Gray County (2 vans)
27.	Postage	240	240			60
28.	Building Maintenance (must specify)	1,070	1,070			
29.	Utilities	2,680	2,680			
30.	Contract Services - Specify name and reason (must attach copy of contract)					
31.	Pre-Employment Drug Testing	400	400			100
32.	Other (must specify each item)					
	Admin to FIT			7,750		410
33.	Uniforms	600	600			150
34.	Agency Audit					
35.	Total Administrative Expenses	49,080	49,420	7,750		15,150
36.	List any general comments and explanations of line items above					
37.	Administration Reimbursement Request (80%)	39,260	39,540	6,200		12,120
38.	Administration Local Match Letter (20%)	9,820	9,880	1,240		3,030

SFY 2017 Public Transportation Budget 5311 and 5317
July 1, 2016 - June 30, 2017

			DR/Paratransit (3 buses)	Fixed Route (3 buses)	Finney County Dispatch		Gray County (2 vans)
SUMMARY (unreimbursed expense)							
5311 Operating (50%)			160,598	140,648			56,343
5311 Capital (20%)			0	0			8,370
5311 Administration Assistance (20%)			9,820	9,880			3,030
5311 Dispatch (50%)					78,670		4,140
5317 Mobility Manager (20%)							0
Match Letter Requirements			170,418	150,528	78,670		71,883
Local Match Letters							
Dodge City			170,418	150,528	78,670		
Gray County							71,883

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: December 7th, 2015
*Subject: New ¾ Ton Extended Cab Utility
Truck with Box*
Agenda Item: New Business

Recommendation: On November 17th, two bids were received and opened for one (1) new ¾ Ton Extended Cab Utility Truck with Box. Based on the bids received, staff would recommend purchasing the Chevrolet truck from Lewis Chevrolet. They were the low bidder and they met specs (\$45,373).

Bid tabulation is attached for your review.

Background: This truck was budgeted. The truck to be purchased will be utilized by Public Works. They will be replacing a 2003 Ford F250 that has 110,000 miles on it. We expect to auction the F250.

These trucks carry many tools on them and are used for a variety of tasks from fixing main breaks to replacing meters.

Justification: Lewis Chevrolet had the lowest bid and they met our specs.

Financial Considerations:
\$60,000 was budgeted for this purchase.

Attachments: Bid Tabulation

3/4 Ton Utility Truck with Box

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
G&G	\$45,834	GMC Sierra 2500 3/4 truck w/box
Lewis Chevrolet	\$45,373	Chevrolet Silverado 2500 HD w/box



Picture of similar vehicle ¾ ton Chevrolet with Box

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: December 7th, 2015
Subject: New Solid Waste Collection Truck
Agenda Item: New Business

Recommendation: On October 27th, four bids were received and opened for one (1) new solid waste collection truck. Based on the bids received, staff would recommend purchasing the Labrie truck from the low bidder that met specs (DCI, \$225,891.88).

Bid tabulation is attached for your review.

Background: This truck was budgeted. The truck to be purchased will be utilized by Sanitation. We will be trading in a 2007 Leech 2r3 truck for \$25,000 (already included in our price). This truck was not working out well for the division and requires more manpower to operate than the new side loading Labrie trucks.

Justification: DCI had the lowest bid that met specs. The Labrie trucks have worked well for Sanitation in terms of reliability, efficiency and safety and were chosen by staff after an extensive evaluation a few years ago.

The McNeilus bid was lower in price but did not meet specs. Most importantly, it did not meet specs in terms of metal strength and this has been a major issue in the past for repairs and longevity of the vehicles. Additionally, the City was not provided with any vehicle to evaluate.

Given the complexity and safety issues that come with delivering sanitation service, staff recommends going with the 2nd lowest (Labrie) bid (which meets spec and is similar to the existing fleet).

Financial Considerations:

Sanitation has \$250,000 budgeted for this purchase.

Attachments: Bid Tabulation

Sanitation Truck

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
DCI/McNeilus 2042	185,255.88	did not meet specs
Downings	No bid	
DCI/Labrie	\$225,891.88	low bidder that meets specs
Freightliner Liberal	\$235,689.00	



Picture of similar vehicle to Labrie Waste Collection Truck in bid

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: December 7th, 2015
Subject: New Medium Duty Dump Truck
Agenda Item: New Business

Recommendation: On October 27th, three bids were received and opened for one (1) new medium duty single axle dump truck (with front mount snow plow). Based on the bids received, staff would recommend purchasing the truck from the low bidder (DCI, \$142,273.34).

Bid tabulation is attached for your review.

Background: This truck was budgeted. The truck to be purchased will be utilized by Utilities. The unit will be added to the fleet and bed used as a dump truck primarily. Additionally it will be used as a snow plow and salt spreader. This truck should enhance the City's capabilities to deal with bad winter weather.

Justification: DCI had the lowest bid.

Financial Considerations:
Streets has \$140,000 budgeted for this purchase.

Attachments: Bid Tabulation, photos

Medium Duty Single Axle Dump Truck w/ Snow Plow

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
DCI	142,273.34	low bidder
Freightliner of Liberal	146,109.00	
Freightliner option 2	145,795.00	



Similar to Medium Duty International 7400 Dump Truck w/ Snow Plow



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

Memorandum

To: City Commissioners
City Manager, Cherise Tieben

From: DeWayne Donaldson
Ernestor De La Rosa

Date: December 2, 2015

Subject: Request to Amend 2016 Membership
Rates and Program Fees

Agenda Item: New Business

Recommendation: Staff recommends the City Commission approve the request to amend 2016 membership rates and program fees.

Background: As stated in Section 2 (g) of the Management Agreement between the City of Dodge City and the YMCA of Southwest Kansas, the Dodge City YMCA is currently required to seek and receive City Commission approval prior to any increases in membership costs and/or program fees. The purpose of this memo is to request your consideration for the amendment of 2016 membership rates and program participant (non-member) fees for the Dodge City Family YMCA.

Justification: The primary goal for seeking this rate increase for Dodge City YMCA Youth Programs is to continue moving membership fees toward sustainable levels of funding as City subsidy is reduced over the first three years of the Management Agreement. A moderate increase in membership rates similar to what was done for 2015 will allow the YMCA to keep pace with those additional costs and avoid a more dramatic increase at the end of the 4-year period. The proposed 2016 membership rates have gone through our review process with approval at the Executive/Finance Committee level prior to action by the Board of Directors at our last board meeting. Pending your approval, we would then be able to provide appropriate notice to members before implementation of the new rates on January 1, 2016.

This proposal is part of the goals to better align with benchmarks for financially sound YMCA's as set by the YMCA of the USA. This pricing model will generate more program revenue and enhance the benefits of membership for current members registering for programs. Ultimately,

the YMCA's goal is to encourage most program participants to become members because of the cost savings that occurs with member pricing.

Financial Considerations: The YMCA is proposing an adjustment in Youth Sports fees with financial assistance available for those families that qualify. The attached documents provide a breakdown of the current membership fees and the proposed rates for 2016. No rate increases are being requested for tackle football or adult sports at this time. The YMCA is proposing the following fees for the Youth Sports programs:

Current Fees:

\$15/Player (free and reduced lunch)

\$20/YMCA members

\$30 for non-members

Proposed fees:

\$15/Player (free and reduced lunch)

\$22/YMCA members

\$40 for non-members

The proposal includes a \$10.00 increase in the in the participant (non-member) fee charged for Youth Programs in 2016. This request would increase the difference to \$18.00 between member and participant pricing for all Youth Sports programs except tackle football.

Purpose/Mission: The proposed request is consistent with the City's Core Purpose of "Together We Serve to Make Dodge City the Best Place to be."

Legal Considerations: None.

Attachments: Program Fee Increase Proposal

Dodge City Family YMCA
Program Fee Increase Proposal
Youth Sports
November 24, 2015

The YMCA is proposing an adjustment in Youth Sports fees to better align with benchmarks for financially sound YMCAs as set by the YMCA of the USA. These benchmarks have been set after long term analysis of financially healthy YMCAs across the nation. Being a member driven organization YMCA members should pay significantly lower program fees than non-members. This tends to increase member participation and supports membership development. Additionally, higher membership income assists in keeping program fees lower by contributing to indirect costs.

A survey of six YMCAs in the region shows a range \$20-\$40/member charge for YMCA members with the average being \$30/member. The non-member range was \$40- \$60/participant with the average being \$52/participant. YMCAs surveyed included Salina, KS; Wichita, KS; Garden City, KS; McPherson, KS; Stillwater, OK and Ponca City, OK. No other YMCA, except Garden City, offered the free or reduced lunch fee. All YMCAs, including the Dodge City Family YMCA, offers financial assistance to any family that qualifies. No child is turned away from participation because of an inability to pay.

The current fees for the Dodge City Family YMCA Youth Sports programs are:

- \$15/player (free or reduced lunch program)
- \$20/YMCA members
- \$30 for non-members

The Dodge City Family YMCA would like to adjust its Youth Sports fees to the following:

- \$15/player (free and reduced lunch)
- \$22/player YMCA members
- \$40/player Non-member

We are not looking to raise the fees for tackle football or adult sports at this time.

This adjustment would bring the fee structure much closer to the YUSA benchmark and yet is below the average for the region. Financial assistance would still be available for those families that qualify. As you can see the free/reduced lunch scholarship is not going to change at all. This is significant because this affects over 70% of the school district. This would not defer those students from participating. Based on actual 2014 numbers the YMCA had 1425 youth sports participants. The breakdown is: 459 (32%) were members and 966 (68%) were non-members. Of these 482 (33%) received some type of financial assistance. This adjustment would take effect January 1, 2016.

Attached is a chart comparing the YMCA fees to other towns in the region. As you can see the fees range from zero costs in the smaller communities to fees that closely reflect those proposed by the Y. These programs are primarily supported by tax revenue.

Attached you will also find a copy of the Program Center Report of the YMCA 2014 Mission Cost Study. This provides a breakdown of the numbers for the YMCA Youth Sports programs calculated with actual numbers from 2014. You can see that most of the programs did a good job covering direct costs but none covered the full cost of each program. Membership dollars traditionally assist in covering the indirect costs. The higher the membership income the lower we can keep program fees to participants.

**Dodge City Family YMCA
Youth Sports Fee Comparison**

<u>City</u>	<u>Sport</u>	Volleyball	Basketball	Baseball	Soccer	Softball	Flag Football
DC YMCA		\$15/\$22/\$40	\$15/\$22/\$40	\$15/\$22/\$40	\$15/\$22/\$40	\$15/\$22/\$40	\$15/\$22/\$40
Spearville		\$20	0	0	na	na	na
Bucklin		0	0	na	na	na	na
Greensburg		0	0	0	na	na	na
Ashland		0	0	0	na	na	na
Meade		0	0	0	na	na	na
Liberal		na	\$15	na	\$15	na	\$15
Hays		\$25	\$25	na	\$25	na	\$25
Cimarron		\$25	\$30	na	na	na	na
Hodgeman Co.		0	0	0	na	na	na

 Program Center Report	Program Center 17	Program Center 18	Program Center 19	Program Center 20	Program Center 21	Program Center 22	Program Center 23	Program Center 24	Program Center 25
Dodge City Family YMCA	Youth Volleyball	Youth Basketball	Youth Tackle Football	Youth Soccer	Youth Baseball	Youth Softball	Adult Softball	Adult Basketball	Adult Volleyball
DIRECT REVENUE & EXPENSE									
Earned Revenue	\$5,060	\$7,052	\$17,767	\$9,427	\$7,389	\$2,947	\$18,607	\$3,730	\$4,960
Financial Assistance / Scholarships	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Government Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contributions - Restricted	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Revenue	\$5,060	\$7,052	\$17,767	\$9,427	\$7,389	\$2,947	\$18,607	\$3,730	\$4,960
Direct Personnel Costs	\$43	\$4,330	\$6,568	\$956	\$3,197	\$517	\$11,579	\$3,728	\$2,067
Other Direct Expenses	\$2,190	\$1,398	\$13,923	\$2,705	\$5,334	\$1,039	\$4,429	\$0	\$707
Total Direct Expense	\$2,233	\$5,728	\$20,491	\$3,661	\$8,531	\$1,556	\$16,008	\$3,728	\$2,764
NET BEFORE OVERHEAD	\$2,827	\$1,324	(\$2,724)	\$5,766	(\$1,142)	\$1,391	\$2,599	\$2	\$2,196
ALLOCATION OF OVERHEAD EXPENSE									
Indirect Personnel Cost	\$3,622	\$6,092	\$7,574	\$5,104	\$4,116	\$3,126	\$5,104	\$2,634	\$2,634
Net Occupancy Expense	\$1,008	\$1,008	\$72	\$671	\$1	\$1	\$0	\$447	\$636
Net Administration and Fundraising Expense	\$1,532	\$2,632	\$5,630	\$2,456	\$2,546	\$1,134	\$4,725	\$1,342	\$1,370
TOTAL EXPENSE	\$8,393	\$15,457	\$33,766	\$11,891	\$15,194	\$5,819	\$26,838	\$8,151	\$7,606
NET AFTER OVERHEAD	(\$3,333)	(\$8,405)	(\$15,999)	(\$2,464)	(\$7,805)	(\$2,872)	(\$7,231)	(\$4,421)	(\$2,646)
UNRESTRICTED CONTRIBUTIONS									
NET INCOME									
UNIT COST / MARGIN									
Enrollment Units	203	311	191	309	357	95	482	148	190
Direct Cost per unit	\$11.00	\$18.42	\$107.28	\$11.85	\$23.90	\$16.38	\$33.21	\$25.54	\$14.55
Total Cost per unit	\$41.35	\$49.70	\$176.79	\$38.48	\$42.56	\$61.26	\$53.61	\$56.63	\$40.03
Direct Revenue per unit	\$24.93	\$22.68	\$93.02	\$30.51	\$20.70	\$31.02	\$38.60	\$25.55	\$26.11
Margin per unit - direct costs only	\$13.93	\$4.26	-\$14.26	\$18.66	-\$3.20	\$14.64	\$5.39	\$0.01	\$11.56
Margin per unit - total costs	-\$16.42	-\$27.02	-\$83.76	-\$7.98	-\$21.86	-\$30.23	-\$15.00	-\$30.28	-\$13.92

And Program Branch in list

- Dodge City Family YMCA ▲
- Garden City Family YMCA

And Program In list

- Racquetball
- Youth Basketball
- 12 Week Body Transformation Program
- 12 Week Fitness Program
- 4 year old Child Care
- 50 + Lunch Bunch
- A Run for the Fight
- ActivTrax

And Session Start Date greater than or equal to 1/1/2015



And Session End Date less than or equal to 11/30/2015



Run

Run and Hide Parameters

Program	# of Facility Members	# of Non Members	# w/Scholarship	Total # of Members
Youth Basketball	86	182	71	268
Sports - Youth Sports - Youth Football Programs	106	201	99	307
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Dodge City Family YMCA
Program Fee Increase Proposal
Youth Sports
November 24, 2015

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Ashland		0	0	0	na	na	na
Meade		0	0	0	na	na	na
Liberal		na	\$15	na	\$15	na	\$15
Hays		\$25	\$25	na	\$25	na	\$25
Cimarron		\$25	\$30	na	na	na	na
Hodgeman Co.		0	0	0	na	na	na

 Program Center Report	Program Center 17	Program Center 18	Program Center 19	Program Center 20	Program Center 21	Program Center 22	Program Center 23	Program Center 24	Program Center 25
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Margin per unit - total costs	-\$16.42	-\$27.02	-\$83.76	-\$7.98	-\$21.86	-\$30.23	-\$15.00	-\$30.28	-\$13.93

And Program Branch in list

Dodge City Family YMCA
Garden City Family YMCA

And Program in list

Racquetball
Youth Basketball
12 Week Body Transformation Program
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4 year old Child Care
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A Run for the Fight
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And Session Start Date greater than or equal to 1/1/2015



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Run

Run and Hide Parameters

Program	# of Facility Members	# of Non Members	# w/Scholarship	Total # of Members
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Youth Softball	32	69	48	101
Youth Volleyball	30	57	29	87





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: December 4, 2015

Cc: Ray Slattery, Director Engineering Services

Subject: Heritage District Engineering

Agenda Item: New Business

RECOMMENDATION: Staff recommends accepting the proposal from SMH Consultants for engineering services for Heritage District Engineering and authorizing staff to negotiate and execute a final scope of services and contract fee for Commission approval.

BACKGROUND: Recently the City published a Request for Proposals regarding engineering services for the Heritage District STAR bonds project. The RFP identifies services for parking lot and landscape design, signage development, railroad corridor Quiet Zone improvements and potentially other services as the Heritage District and downtown development evolves.

Four firms submitted proposals, SMH Consultants, BHC Rhodes, Schwab-Eaton, and Cook, Flatt, Strobel. Staff from Parks and Recreation and the Engineering Department reviewed the submittals. All four firms are capable and can provide the necessary services. Based on their work with the associated aquatics park project and SMH's work previously completed survey work, staff recommends the project be awarded to SMH Consultants.

JUSTIFICATION: SMH was selected by Water's Edge to provide landscape and civil work for the water park project so they already have extensive involvement in the area. Additionally, the preliminary work for the STAR bonds project has required a significant amount of survey work. SMH was contracted to provide those services and so they already have the baseline information needed to start design immediately and complete the work in a timely fashion.

FINANCIAL CONSIDERATIONS: SMH's fee proposal for the initial work including parking lot and landscape design, and project management and construction is \$28,317. This cost is anticipated in the STAR bonds project budget and will be covered by the proceeds from those bond sales.

PURPOSE/MISSION: This project fits the City's core value of Ongoing Improvement and our efforts to make Dodge City the best place to live.

LEGAL CONSIDERATIONS: N/A

ATTACHMENTS: Heritage District Engineering RFP

ADVERTISEMENT
REQUEST FOR PROPOSALS
Heritage District Consultant Services

The City of Dodge City requests proposals for professional services from registered engineering firms licensed in the State of Kansas with experience in civil design and construction of site improvements consisting of parking fields, landscape improvements, pedestrian pathways, and signage and monument features. The firm selected is expected to provide design and construction plans, specifications, contract documents, assist with the bidding process, and be responsible for project administration.

The entire RFP document including instructions, submittal information, any addenda, etc. may be accessed from the City website at www.dodgecity.org/bids.aspx.

The deadline to submit proposals is 5:00 p.m., Tuesday, November 10th, 2015.

City Clerk

Publishing Info	
Runs	1
Proofs	2



Parks & Recreation

PO Box 880

• Dodge City KS 67801

• Phone: 316/225-8160

• Fax: 316/225-8184

REQUEST FOR PROPOSALS HERITAGE DISTRICT CONSULTANT SERVICES

GENERAL INFORMATION

Scope

The City of Dodge City requests proposals for professional services from registered engineering firms licensed in the State of Kansas with experience in civil design and construction of site improvements consisting of parking fields, landscape improvements, pedestrian pathways, and signage and monument features. The City is initiating a redevelopment project which will make a variety of improvements to the downtown area of the community. The firm selected is expected to provide design and construction plans, specifications, contract documents, assist with the bidding process, and be responsible for project administration.

Project Description

The Heritage District project is an approved Kansas STAR bonds project featuring multiple developments including a new hotel, RV Park, restaurant and banquet facilities, a destination water park and various parking, landscaping, and site amenities. The services required under this contract are to provide civil and landscape design, construction documents and project administration for the public improvements contained within the development including parking fields, landscape and other site amenities.

The initial phase of the project will construct: three (3) parking fields accommodating approximately 210 vehicles; landscaping improvements over 80,000 s.f. +/-; develop and construct gateway signage demarking the Heritage District and complementary amenity signage for the Heritage District amenities.

PROPOSAL REQUIREMENTS

Submittal Information

Three (3) copies of each firm's proposal and one (1) digital copy must be submitted by 5:00 p.m. on Tuesday, November 10th, 2015. Proposals shall be submitted to Mr. Paul Lewis, Director of Parks and Recreation, City of Dodge City, PO Box 880, Dodge City, KS. 67801.

Interested firms are requested to submit a written statement of qualifications which shall include, but not limited to the following: firm profile; statement of similar experience in this type of work; list of three to five governmental references for which similar services have been provided; a listing of key staff and resumes for personnel which may be assigned to the project and a suggested scope of services.

Any cost associated with providing this proposal shall be the responsibility of the firm.

Required Services

The firm selected will be responsible for providing the following services and any others negotiated in the contract related to the design and construction of the parking areas, landscaping and signs and monuments:

- Meet with city staff and other stakeholders to discuss project goals and parameters, necessities, and design guidelines;
- Complete necessary research including surveys, topographical and traffic studies required for design preparation and construction;
- Prepare preliminary construction plans for review by city staff. Present concepts to City Commission for input and prepare revisions as required;
- Develop and submit all permits and approvals required for construction through any required regulatory agencies;
- Prepare final plans, specifications, and cost estimates for construction after receiving appropriate approval;
- Prepare required bid documents and provide the City with the electronic versions in file formats suitable to the City;
- Release final plans and specifications to prospective bidders. Attend bid letting, analyze bids, and assist City staff with developing a recommendation for award of a construction contract;
- Provide construction administration services throughout the project including plan interpretation, reviewing contractor pay requests, required submittals, construction observation as negotiated, and project close-out. Construction observation will be performed in part by City of Dodge City engineering staff.

OTHER INFORMATION

Qualifications and Evaluation

Consulting firms will be evaluated based upon their relative work experience, past performance records, creativeness, and commitment to the project. Previous experience in the design and development of similar projects is important.

Responses to this RFP will be evaluated using the criteria shown below. A selection committee from City Staff will complete the evaluation. Interviews may be conducted should the committee desire additional input or information.

- A. Professional Qualifications
- B. Statement of Availability/Approach
- C. Previous Work History with City
- D. Fee Schedule

Contact

Questions concerning this request for proposals should be directed to Mr. Paul Lewis, Director, Parks and Recreation Department for the City of Dodge City. Telephone: (620) 225-8100. E-mail: paull@dodgecity.org.