

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Tuesday, January 21, 2020

7:00 p.m.

MEETING #5147

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 6, 2020;
2. Appropriation Ordinance No.2, January 21 , 2020;
3. Approval of Change Order #4 for 2019 Asphalt Street Projects.
4. Approval of Ser-Jobs for Progress National Inc. Lease Agreement;
5. Approval of USDA Distance Learning Grant Agreement.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Appointments to Boards and Commissions. Report by Public Information Specialist. Abbey Martin.

2. Approval to Authorize City Staff to Value Engineer the Costs for Green Hills O'Ford and Trail Street Drainage Improvements. Report by Director of Engineering, Ray Slattery.
3. Approval of Bids for Architectural Services for the Recycling Building. Report by Public Works Director, Corey Keller
4. Approval of Memorandum of Understanding with Robert Waddell, Jr. Report by City Manager, Cherise Tieben.
5. Approval of Convention & Visitors Bureau Rebranding Project. Report by Assistant City Manager/Public Affairs, Melissa McCoy.

OTHER BUSINESS

EXECUTIVE SESSION

Land Acquisition

EXECUTIVE SESSION

Land Acquisition

ADJOURNMENT

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, January 6, 2020
7:00 p.m.
MEETING #5146

CALL TO ORDER

Installation of City Commissioners

Joe Nuci was installed as the New Commissioner, Rick Sowers was welcomed as returned Commissioners. Kent Smoll will be sworn in at a later date.

ROLL CALL: Mayor Brian Delzeit, Commissioners Joe Nuci, Joyce Warshaw, Rick Sowers, Kent Smoll reported absent.

ELECTION OF MAYOR AND VICE MAYOR

Commissioner Brian Delzeit nominated Joyce Warshaw as Mayor. Commissioner Joe Nuci seconded the motion. The nomination was approved by a vote of 3 - 0. Joyce Warshaw nominated Rick Sowers as Vice Mayor. Brian Dezeit seconded the motion. The motion carried 3 – 0.

INVOCATION by Jay Morford of Oasis Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Brian Delzeit made a motion to approve the agenda as presented, Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

PETITIONS & PROCLAMATIONS

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

Jan Scoggins welcomed Joe Nuci as our new City Commissioner

CONSENT CALENDAR

1. Approval of City Commission Special Meeting Minutes, December 30, 2019;
2. Appropriation Ordinance No.1, January 6 , 2020;

- 3. Cereal Malt Beverage License:
 - a. Walgreens #07817, 1801 N. 14th Avenue;
- 4. Approval to add Roth Option to KPERs 457 Plan

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

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

- 1. Commissioner Joe Nuci moved to approve the Dodge Partners, LLC Agreement.
 Commissioner Brian Delzeit seconded the motion. The motion carried 4 – 0.

OTHER BUSINESS

Staff Reports

EXECUTIVE SESSION

At 7:20 p.m. Commissioner Rick Sower made a motion that the city commissioner recess into Executive Session pursuant to the exception found in in K.S.A. 75-4319. The justification for closing the meeting is for consultation with our legal counsel which would be deemed privileged in attorney-client privileges/matters. The meeting will reconvene in open session in 10 minutes at 7:30 pm. The session will include Commissioners, City Manager, City Attorney, The meeting will reconvene in open session in 10 minutes at 7:30 pm. The Commission will not take action upon returning to the open session prior to adjournment. Commissioner Brian Dezeit seconded the motion. The motion carried 4 – 0.

The regular meeting was reconvened at 7:30 pm

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Joe Nuci seconded the motion. The motion carried 4 - 0.

Mayor

ATTEST:

City Clerk

Memorandum

*To: City Manager
City Commissioners*

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

Date: January 9, 2020

*Subject: 2019 Asphalt Street Projects
ST 1904*

Agenda Item: Consent Calendar

Recommendation: Approve Change Order #4 for 2019 Asphalt Street Projects.

Background: 2019 Asphalt Street Projects was approved on April 1, 2019

Justification: 2" Asphalt Mill - This 641 SY increase in quantity stems from substituting the work on 11th Ave. for W. Brier St. The section of 11th Ave. that received a mill and overlay was 641 SY larger than the section of W. Brier St. that was initially planned to have work completed.

Financial Considerations: Change Order No. 4 is for an increase of \$1,076.88

Purpose/Mission: The completion of this project will adhere to our core value of 'Safety' and 'Ongoing Improvement' by maintaining our street infrastructure in an acceptable condition.

Legal Considerations: By approving this change order to APAC Kansas, Inc. contract, the City will be responsible for the additional payments to APAC Kansas Inc. for completed work.

Attachments: The Change Order #4

CITY OF DODGE CITY

Change Order

CONTRACT FOR: 2019 Asphalt Streets Project

PROJECT NUMBER: ST 1904

CONTRACTOR: APAC Kansas Inc., Shears Division

REQUEST NUMBER: 4

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
2" Asphalt Mill	S.Y.	25813	26454	641	\$ 1.68		\$ 1,076.88
NET INCREASE							\$ 1,076.88

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery, P.E.
Director of Engineering Services

Contractor: APAC Kansas Inc., Shears Division

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



City of Dodge City

PARKS AND FACILITIES

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

Memorandum

To: Cherise Tieben, City Manager
City Commissioners
From: Troy Brown, Parks and Facilities Director
Date: January 21, 2020
Subject: Hennessy Lease

RECOMMENDATION: Staff recommends approving the lease with SER- Jobs for Progress National Inc., for space at Hennessy Hall.

BACKGROUND: SER desires to lease space at Hennessy to house their operations and services. The space being leased is on the first floor, room 130. The total space being leased is 700 square feet and this is a one year lease with a two year option.

SER is a national network of employment and training organizations that formulates and advocates initiatives focusing on the needs of Hispanics in the areas of education, training, employment, business and economic opportunity.

JUSTIFICATION: SER is a not-for-profit public service enterprise that is compatible with other entities currently housed in the facility.

FINANCIAL CONSIDERATIONS: The annual lease payment will be \$4,200 based on the standard \$6 per sq. ft. price charged to tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

PURPOSE/MISSION: This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional resources for citizens as they strive to provide and maintain housing and educate themselves to improve their quality of life.

LEGAL CONSIDERATIONS: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for three years. The lease agreement was approved by the city attorney.

ATTACHMENT:

Lease Agreement
First Floor Map

Hennessey Hall Lease Agreement

This lease agreement (this "Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "LANDLORD") and SER-Jobs for Progress National, Inc., a Kansas not-for-profit corporation. (the "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 the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. The portion of the premises hereby leased to the TENANT is indicated on the attached document, comprising approximately seven hundred (700) square feet and labeled as Room 130. The room indicated, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
- 2) **TERM:** The term of this lease shall begin on February 1, 2020 and shall continue until January, 2021 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, indemnification obligations) of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. The Lease Term may be extended for two (2) additional terms of two (2) years each (the "Renewal Terms") by mutual agreement of the parties, by Tenant providing written notice of the exercise of the Renewal Term to Owner no less than three (3) months in advance of the expiration of any Lease Term or Renewal Term.
- 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, two hundred dollars (\$4,200.00), representing a square footage rental rate of \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of three hundred fifty dollars (\$350.00), beginning on the first day of February, 2020, for first 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, Hennessey Hall is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this Lease; provided, however, that in the event the Hennessey Hall 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 this Lease 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

Hennessey hall. It is agreed that the leased premises covered by this Lease is approximately seven hundred (700) square feet and the total usable space of Hennessey Hall is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.8%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.8%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by seven hundred (700) 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 February 1, 2021 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 2019.
- 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 Hennessey Hall 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 premises 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 within 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 Hennessey Hall. 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 Hennessey Hall. 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 Hennessey Hall, 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 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.

The 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 Hennessey Hall which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.
- 12) **TERMINATION BY TENANT:** The LANDLORD acknowledges that the TENANT anticipates conducting operations subject to State and Federal government funding. Should the TENANT fail to receive adequate funding to continue operations, the TENANT may terminate this Lease by providing the LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should the TENANT terminate this Lease under this provision, the 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 Hennessey Hall 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 Hennessey Hall 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 100 E. Royal Lane, Suite 130, Irving, TX 75039.
- 21) **BINDER:** This Lease 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:

By: _____
CONNIE MARQUEZ, CITY CLERK

SER-JOBS FOR PROGRESS NATIONAL, INC.

By: _____
IGNACIO SALAZAR, PRESIDENT/CEO



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: City Manager,
City Commissioners*

*From: Melissa McCoy, Assistant City
Manager/Public Affairs*

Date: 1-15-2020

*Subject: USDA DLT Grant Agreement
Agenda Item: Consent Agenda*

Recommendation: Staff recommends approval of the United States Department of Agriculture (USDA) Rural Utilities Service (RUS) Distance Learning and Telemedicine (RLT) Grant agreement in the amount of \$190,546.

Background: Resolution 2019-13 was approved by the Commission in 2019 allowing the City of Dodge to apply for USDA funding for a RUS, RLT grant. This is a critical step in establishing the classroom facilities needed for Rural Education and Workforce Alliance (REWA) program including workforce training opportunities and the University Center programs.

Justification: This grant will provide essential funds to extend the internet to the classroom at Hennessey Hall. It will also provide audio and video equipment, computers, TV screens, and other equipment needed to transform the classroom into a long-distance learning hub. Five other rural Southwestern Kansas communities including Elkhart, Tribune, Scott City, Jetmore and Saint John with populations under 5,000 will also receive compatible equipment to create an end-user facility in their communities through this grant funding. City Administration and IT staff will provide assistance in developing the bid documents for this project which will be approved by the commission at a later date.

Financial Considerations: The grant award is for \$190,545. Matching funds are provided by REWA as well as the other rural end-user communities. Administration of the grant funds will be provided by the City and Development Corporation staff.

Purpose/Mission: To improve the education opportunities for this region.

Legal Considerations: Legal Counsel has reviewed the agreement and does not have any changes.

Attachments:
USDA RLT Agreement

RUS Project Designation:

KS0732-A16

DISTANCE LEARNING AND TELEMEDICINE
GRANT AGREEMENT

dated as of December 11, 2019

between

CITY OF DODGE CITY,

as Grantee

and

THE UNITED STATES OF AMERICA

as Grantor

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

**DISTANCE LEARNING AND TELEMEDICINE
GRANT AGREEMENT**

THIS DISTANCE LEARNING AND TELEMEDICINE GRANT AGREEMENT (this "Agreement,") dated as of December 11, 2019, between CITY OF DODGE CITY, as Grantee (hereinafter the "Grantee,") a Municipality existing under the laws of Kansas, and the **UNITED STATES OF AMERICA**, as Grantor (hereinafter the "Government,") acting through the Administrator of the Rural Utilities Service ("RUS.") The Catalog of Federal Domestic Assistance Number for RUS's Distance Learning and Telemedicine Grant Program is 10.855.

WHEREAS, the Grantee has applied for financial assistance ("Application") to RUS to finance a Project providing distance learning and/or telemedicine services in rural areas as described in a scope of work plan (the scope of work plan and any revisions thereto, all as approved in writing by RUS, hereinafter the "Scope of Work Plan;")

WHEREAS, RUS is willing to extend financial assistance, in the form of a grant (the "Grant") to the Grantee, pursuant to Title VII of the Federal Agriculture Improvement and Reform Act of 1996 (7 U.S.C. § 950aaa), and all applicable federal regulations, on the terms and conditions stated herein; and

WHEREAS, the Grantee is willing to secure its other obligations to RUS on the terms stated herein;

THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - DEFINITIONS

SECTION 1.1 Definitions

The terms defined herein include both the plural and the singular. Unless otherwise specifically provided, all accounting terms not otherwise defined herein shall have the meanings assigned to them, and all determinations and computations herein provided for shall be made in accordance with Accounting Requirements.

"Accounting Requirements" shall mean compliance with U.S. Generally Accepted Accounting Principles (GAAP) acceptable to RUS as well as compliance with the requirements of 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (and by adoption, 48 C.F.R. § 31.2 of the Federal Acquisition Regulations).

"Advance" or "Advances" shall mean an advance or advances made by RUS pursuant to this Agreement.

"Application" shall have the meaning as defined in the second paragraph hereof.

"Approved Purposes" shall have the meaning as defined in Section 5.2 hereof.

"Department" shall mean the United States Department of Agriculture.

"DLT Regulations" shall mean the specific RUS Regulations promulgated at 7 C.F.R. part 1734, *Distance Learning and Telemedicine Loan and Grant Program*, as amended from time to time.

"Expiration Date" shall have the meaning as defined in Section 3.1(b) hereof.

"Laws" shall have the meaning as defined in Section 2.1(e) hereof.

"Matching Contribution" shall have the meaning as defined in Section 4.2(d) hereof.

“Project” shall have the meaning as defined in Section 3.2(a) hereof.

“RUS Regulations” shall mean the rules, regulations and bulletins of general applicability published by RUS from time to time, as such rules, regulations and bulletins exist at the date of applicability thereof, and shall also include any rule and regulations of other Federal entities which RUS is required by law to implement. Any reference to specific RUS Regulations shall mean the version of and cite to such regulation effective at the date of applicability thereof.

“Scope of Work Plan” shall have the meaning as defined in the second paragraph of this Agreement.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

SECTION 2.1 Representations and Warranties of Grantee

Recognizing that RUS is relying hereon, the Grantee represents and warrants, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee: (i) is the type of organization specified in the first paragraph hereof, duly organized, validly existing, and in good standing under the laws of the State identified in the first paragraph hereof; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business make such qualification necessary; (iii) has all requisite and legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (iv) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals which are necessary to the conduct of its business or required by applicable Laws; and (v) is eligible to obtain the financial assistance from RUS contemplated by this Agreement.
- (b) *Authority.* The execution, delivery and performance by the Grantee of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all necessary action and do not violate any provision of law or any charter, articles of incorporation, organizational documents or bylaws of the Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which the Grantee is a party or by which it may be bound. The Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- (c) *Consents.* No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- (d) *Binding Agreement.* This Agreement is, when executed and delivered, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (e) *Compliance with Laws.* The Grantee is in compliance in all material respects with all federal, state and local laws, rules, regulations, ordinances, codes and orders (collectively, “Laws.”)

- (f) *Information Submitted with Application.* All information, reports, and other documents and data submitted to RUS in connection with the Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted to RUS in connection with the Application present fairly, in all material respects, the financial position of the Grantee and the results of its operations in conformity with Accounting Requirements. Since the date thereof, there has been no material adverse change in the financial condition or operations of the Grantee.
- (g) *Principal Place of Business.* The principal place of business and chief executive office of the Grantee is at the address specified in Schedule I hereto.
- (h) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to RUS in connection with the Grant.
- (i) *Recipient and Subrecipient Reporting.* The Grantee has the necessary processes and systems in place to comply with the reporting requirements for first-tier sub-awards and executive compensation under the Federal Funding Accountability and Transparency Act of 2006, unless Grantee is exempt from such reporting requirements pursuant to 2 C.F.R. part 170.

ARTICLE III - THE GRANT

SECTION 3.1 Grant Amount and Expiration Date

- (a) *Grant Amount.* RUS agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, the Grant, in the maximum amount specified in Schedule I hereto.
- (b) *Expiration Date.* The Grant, and the obligation of RUS to advance the Grant, or any portion thereof, shall expire on a date (the "Expiration Date") three (3) years from the date of this Agreement. No portion of the Grant will be advanced by RUS to the Grantee after the Expiration Date.
- (c) *No Research and Development.* The Grant is not for Research and Development purposes, as defined in 2 C.F.R. § 200.87.

SECTION 3.2 Project

- (a) *Grant Purpose.* The Grant has been made solely to finance the project specifically described in the Application and Scope of Work Plan (hereinafter the "Project") to furnish or improve distance learning and/or telemedicine services in rural areas.
- (b) *Changes to Project.* The Grantee shall obtain the prior written approval of RUS for any material change to the scope, budget, design, construction, delivery of services, or objectives of the Project. Such approved material changes shall be set forth in a revised Scope of Work Plan submitted to RUS.

ARTICLE IV - CONDITIONS OF FUNDING**SECTION 4.1 General Conditions**

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

- (a) *Legal Matters.* All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for RUS.
- (b) *Executed Grant Agreement.* RUS shall receive duly executed originals of this Agreement.
- (c) *Articles of Incorporation, Charter, Bylaws and Organizational Documents.* With respect to corporate and cooperative grantees, RUS shall have received copies of the Grantee's articles of incorporation or charter and bylaws. With respect to limited liability companies or similar grantees, RUS shall have received copies of the Grantee's organization documents.
- (d) *Authorizations.* RUS shall have received evidence satisfactory to it that all documents and proceedings of the Grantee necessary for duly authorizing the execution, delivery and performance of this Agreement have been obtained and are in full force and effect.
- (e) *Approvals.* RUS shall have received evidence satisfactory to it that the Grantee has duly registered when and where required by law with all state, Federal and other public authorities and regulatory bodies and obtained all authorizations, certificates, permits, licenses, franchises and approvals necessary for, or required as a condition of, the validity and enforceability of this Agreement and for the construction and operation of the Project.
- (f) *ACH.* That Grantee agrees to use of the Automated Clearing House (ACH) Payment System that deposits funds directly into the bank account Grantee designates.
- (g) *Fidelity Bond Coverage.* RUS has received from the Grantee for Grants in the amount of \$100,000 or more, except Grantees which are units of government, evidence, satisfactory to RUS, that the Grantee has obtained fidelity bond coverage, from a surety doing business with the United States listed in 31 C.F.R. Part 223, in an amount at least fifteen percent (15%) of the Grant, covering all officers, employees, or agents of the Grantee authorized to receive, disburse, or receive and disburse the Grant funds. Notwithstanding, for existing RUS Borrowers, RUS may waive this fidelity bond coverage requirement, if after evaluation, RUS has determined that adequate fidelity bond coverage is already maintained by the Grantee as an RUS Borrower under an existing loan or guarantee agreement between the Grantee and RUS.

SECTION 4.2 Conditions to Advances

The obligations of RUS to approve any Advance of the Grant is subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance (all documents, certificates and other evidence of such conditions precedent are to be satisfactory to RUS in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such Advance as though made on and as of such date.

- (b) *Requisitions and Supporting Documentation.* That RUS shall have received not more frequently than once a month, a completed Standard Form 270, *Request for Advance or Reimbursement* (hereinafter “Request for Advance,”) bearing the original signature of the officer, employee, or agent of the Grantee authorized to receive, disburse, or receive and disburse the Grant, and supporting documentation from the Grantee in accordance with RUS Regulations and DLT Regulations. All Advances shall be limited to the minimum amounts required for the Grantee’s immediate disbursement needs and shall be requested by the Grantee only for actual immediate cash requirements of the Grantee. All Advances shall either be provided on a reimbursement basis, supported by documentation including, but not limited to, paid invoices, employee timesheets or lease agreements, or based on unpaid invoices for eligible grant purposes.
- (c) *Certification of Authority.* That RUS has received from the Grantee a duly authorized and executed certification of authority designating an officer, employee, or agent of the Grantee as the person or persons authorized to execute and submit, on behalf of the Grantee, the Request for Advance.
- (d) *Matching Contribution.* Evidence that the Grantee has provided or made provision for the entire matching contribution, as defined and set forth in 7 C.F.R. § 1734.22 (“Matching Contribution,”) to the Project as set forth on Schedule I, or that the Grantee has provided or made provision for a pro rata Matching Contribution in an amount at least equal to the percentage (as specified in Schedule I) of the requested Advance, which evidence may be in the form of documentation including, but not limited to, paid invoices, employee timesheets, lease agreements, or bank deposit slips.
- (e) *Compliance with Agreement.* That the Grantee is in material compliance with the Agreement.
- (f) *Additional Documents.* The Grantee agrees to provide RUS with such additional documents as RUS may request.
- (g) *Additional Conditions.* The Grantee has met all additional conditions specified in Schedule I hereto.

ARTICLE V - AFFIRMATIVE COVENANTS

SECTION 5.1 Generally

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article V.

SECTION 5.2 Use of Advances

The Grantee shall expend the Grant funds only for approved purposes as set forth in the Scope of Work Plan (“Approved Purposes,”) and in accordance with 2 C.F.R. § 200.305 and the DLT Regulations. The Grant shall not be expended to cover any costs incurred in connection with the Project prior to the date of receipt by RUS of the Application. The Grantee acknowledges that RUS approval for any Request for Advance shall not be a waiver of any provision or requirement contained or cited herein, but shall be subject to a subsequent compliance review.

SECTION 5.3 Unused and Disallowed Advances

- (a) The Grantee shall return to RUS forthwith all or any advanced portion of the Grant not disbursed by the Grantee for the Project or not needed to complete the Project with any interest earned.
- (b) The Grantee shall reimburse RUS for any advanced funds whose original expenditure has been disallowed by a RUS grant audit. Disallowances shall be satisfied, as directed by RUS, by either administrative offset against requests for Advances or repaying the disallowed amount directly to the United States Treasury.

SECTION 5.4 Financial Books

- (a) In accordance with 2 C.F.R. § 200.333, the Grantee shall maintain, at its premises, such books, documents, papers, or other records and supporting documents, including, but not limited to, invoices, receipts, and bills of sale, adequate to identify the purposes for which, and the manner in which Grant and other funds were expended on the Project. The Grantee shall maintain all such records for three years from the date the Grantee submits its final annual Project performance activity report.
- (b) In accordance with 2 C.F.R. § 200.333, the Grantee will maintain complete, accurate, and current disclosure of the financial results of each Project in accordance with the DLT Regulations and Accounting Requirements. The source and application of funds shall be readily identified by the continuous maintenance of updated records, with all accounting records being supported by source documentation. Established procedures shall be used for determining the reasonableness, allowability, and allocation of costs in accordance with the DLT Regulations and the Accounting Requirements.

SECTION 5.5 Rights of Inspection and Compliance Reviews

- (a) In accordance with 2 C.F.R. § 200.336, the Grantee shall afford RUS, the Office of Inspector General of the Department and the General Accounting Office, through its representatives, reasonable opportunity, at all times during business hours and upon prior notice, to have access to and right to inspect the Project, and any and all books, records, accounts, including electronic books, records, accounts and electronic mail messages, regardless of the physical form or characteristics, and any and all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in any way pertaining to the Grant and to make copies or extracts therefrom.
- (b) The Grantee shall afford RUS, reasonable opportunity, at all times during business hours and upon prior notice, to conduct a compliance review to determine compliance with this Agreement and to determine whether expenditures and disbursements of the Grant were for approved purposes, and/or in accordance with the Grantee's Request(s) for Advance and the supporting documentation thereto.

SECTION 5.6 Annual Audits

The Grantee shall provide RUS with an audit for each year in which a portion of the Grant is expended, in accordance with the following:

(a) *For Profit Entities.* The Grantee shall provide an audit to RUS within 120 days after the as of audit date in accordance with 7 C.F.R. part 1773, *Policy on Audits of RUS Borrowers*.

(b) *State, Local Government, or Non-Profit Organization.* The Grantee shall provide RUS with an audit for each year in which it expends \$750,000 or more in Grant funds for such year. Such audit shall be conducted in accordance with Subpart F (Audit Requirements) of 2 C.F.R. part 200, and must be submitted to RUS within the earlier of (i) 30 calendar days after receipt of the auditor's report or (ii) nine months after the end of the Grantee's audit period.

SECTION 5.7 Annual Project Performance Activity Report and Standard Form 425

Commencing ninety (90) days from the date hereof, and afterwards, within ninety (90) days after the close of each calendar year, the Grantee shall deliver to RUS a Project Performance Activity Report, in form and substance satisfactory to RUS, in accordance with 2 C.F.R. § 200.328, and a completed Standard Form 425, "Federal Financial Report." The Grantee shall deliver the Project Performance Activity Report and Standard Form 425, "Federal Financial Report" until the expiration or termination of the Grant, or the completion of the Project and expenditure of all Grant funds by the Grantee. The Grantee shall deliver such final reports to RUS no later than ninety (90) days after the expiration or termination of the Grant, or the completion of the Project and expenditure of all Grant funds. The Project Performance Activity Reports shall include, but are not limited to: (i) a comparison of actual accomplishments to the objectives established for the period; (ii) a description of any problems, delays, or adverse conditions which have occurred, or are anticipated, and which may affect the attainment of overall Project objectives, prevent the meeting of time schedules or objectives, or preclude the attainment of particular Project work elements during established time periods, accompanied by a statement of action taken or planned to resolve the situation; and (iii) objectives and timetables established for the next reporting period.

SECTION 5.8 Miscellaneous Information to be Provided to RUS

The Grantee shall furnish to RUS such information regarding the condition, financial or otherwise, or operations of the Grantee as RUS may, from time to time, reasonably request.

SECTION 5.9 Obligations with Respect to the Construction, Operation and Maintenance of the Project

- (a) *Project Management and Operation.* The Grantee shall be responsible for managing the day-to-day operations of the Project and will operate the Project in an efficient and economic manner as well as maintaining the Project in good repair. The Grantee shall provide the service described in the Application and, if the Project is owned, leased or operated by participants other than the Grantee, the Grantee shall monitor such participants and ensure the Project is operated in accordance with representations in the Application.
- (b) *Construction in Accordance with Scope of Work Plan.* The Grantee shall cause the Project to be constructed and completed in accordance and within the time frame and budget set forth in the Scope of Work Plan approved by RUS.
- (c) *Procurement Requirements.* The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation, in a manner that provides maximum open and free competition.
- (d) *General Insurance Requirements.* The Grantee shall take out and maintain insurance on the Project and any other property acquired with the Grant in accordance with 2 C.F.R. §

200.310 and generally accepted business practices, including such classes and amounts of coverage as businesses of the size and character of the Grantee obtain consistent with prudent business practice, and shall take out and maintain the fidelity bond coverage required in Section 4.1(h) hereof.

SECTION 5.10 Compliance with Laws

The Grantee will comply with all applicable federal statutes, regulations and requirements that govern the Application, the Project, and use of federal grant funds for this Grant, including but not limited to 2 C.F.R. Part 200, and (i) the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), (ii) the Clean Air Act (42 U.S.C. §§ 7401-7671q), and (iii) the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

SECTION 5.11 Nondiscrimination

- (a) *Equal Opportunity Provisions in Construction Contracts.* The Grantee shall incorporate or cause to be incorporated into any “federally assisted construction contract” (as defined in 41 C.F.R. Part 60), the equal opportunity clause provided under 41 C.F.R. § 60-1.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 Fed. Reg. 12,319, 12,935), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” which is paid for in whole or in part with funds obtained from RUS or borrowed on the credit of the United States pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any RUS program involving such grant, contract, loan, insurance or guarantee. The Grantee shall include the equal opportunity provisions set forth in Attachment 1 hereto, entitled Equal Opportunity Contract Provisions, into every federally assisted construction contract.
- (b) *Equal Opportunity Contract Provisions Also Bind the Grantee.* The Grantee further agrees that it shall be bound by such equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.
- (c) *Codes of Conduct.* The Grantee shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with 2 C.F.R. part 200.
- (d) *Sanctions and Penalties.* The Grantee agrees that it shall cooperate actively with RUS and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it shall furnish RUS and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of RUS’ primary responsibility for securing compliance. The Grantee further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order 11246 and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by RUS or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings RUS may cancel, terminate or suspend in whole or in part this Agreement, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future

compliance has been received from the Grantee, or may refer the case to the Department of Justice for appropriate legal proceedings.

SECTION 5.12 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will, after obtaining the prior written approval of RUS, obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

SECTION 5.13 Matching Contribution

The Grantee shall provide the entire Matching Contribution prior to the end of the term of this Agreement and in accordance with 2 C.F.R. § 200.306.

SECTION 5.14 SAM Registration and DUNS Number

The Grantee shall comply with the additional requirements set forth in Attachment 2 regarding System for Award Management (SAM) formerly the Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Numbers. For the purposes of this Agreement the term “you” in Attachment 2 shall mean “Grantee” as defined hereunder. The Grantee’s DUNS Number is listed in Schedule I hereto.

SECTION 5.15 Subawards and Executive Compensation

The Grantee shall comply with the additional requirements set forth in Attachment 3 regarding Subawards and Executive Compensation. For the purposes of this Agreement the term “you” in Attachment 3 shall mean “Grantee” as defined hereunder

SECTION 5.16 Additional Affirmative Covenants

The Grantee shall comply with the additional affirmative covenants set forth in Schedule I hereto.

ARTICLE VI - NEGATIVE COVENANTS

SECTION 6.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Grantee shall duly observe each of the negative covenants set forth in this Article VI.

SECTION 6.2 Contracts

The Grantee shall not, without the prior written consent of RUS, enter into any contract or contracts for the operation or maintenance of the Project and shall not enter into any contract for the use by others of the Project.

SECTION 6.3 Historic Preservation

The Grantee shall not, without the prior written consent of RUS, use any Advance to construct any facility which shall involve any district, site, building, structure or object which is included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior pursuant to the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966.

SECTION 6.4 Prohibition Against Internal Confidentiality Agreements

(a) The Grantee shall not require its employees, contractors, or subrecipients to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Grantee shall notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements that may currently be in effect that are inconsistent with paragraph (a) of this section are no longer in effect.

(c) The prohibition in paragraph (a) above does not contravene requirements imposed by a Federal department or agency governing the nondisclosure of classified information.

(d) If RUS determines that the Grantee is not in compliance with paragraph (a) or (b) of this section:

(1) RUS shall cease to make Grant funds available under this Agreement and shall prohibit the Grantee's use of Grant funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), or any successor provision of law; and

(2) RUS may pursue other remedies available due to the Grantee's material failure to comply with award terms and conditions.

SECTION 6.5 Additional Negative Covenants

The Grantee shall comply with the additional negative covenants set forth in Schedule I hereto.

ARTICLE VII – TERMINATION, SUSPENSION AND OTHER REMEDIES

SECTION 7.1 Termination of the Grant

- (a) *Termination of the Grant by RUS.* RUS, in its sole discretion, may terminate the Grant, in whole or part:
- (i) if it does not receive this Agreement, duly executed on behalf of the Grantee, within one hundred twenty (120) days from the date hereof;
 - (ii) if all conditions to the Grant, and all conditions to advance are not satisfied within one hundred twenty (120) days from the date hereof;
 - (iii) if it has determined that the Grantee has failed to materially comply with the terms and conditions of this Agreement;
 - (iv) if any representation or warranty made by the Grantee in the Application, Scope of Work Plan, request for Advance, this Agreement, any certification, or other supporting documentation thereunder, shall prove to be incorrect in any material respect at the time made;
 - (v) if the Grantee shall forfeit or otherwise be deprived of its charter, articles of organization, franchises, permits, easements, consents, or licenses required to

carry on any material portion of its business, or an event occurs which can reasonably be expected to result in its dissolution or termination;

- (vi) if a court having proper jurisdiction shall enter a decree or order for relief with respect to the Grantee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect: (A) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official or (B) ordering the winding up or liquidation of its affairs; or the Grantee shall commence a voluntary case under any applicable bankruptcy insolvency or other similar law now or hereafter in effect, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian or trustee, of a substantial part of its property, or make any general assignment for the benefit of creditors; and/or
 - (vii) upon the dissolution or liquidation of the Grantee, or upon the filing for dissolution or liquidation by the Grantee.
- (b) *Termination of the Grant by the Grantee.* The Grantee may terminate the Grant in accordance with 2 C.F.R. § 200.339(a)(4) and 2 C.F.R. § 200.339(b), as amended from time to time.
 - (c) *Mutual Termination of the Grant.* RUS and the Grantee may terminate the Grant in accordance with RUS Regulations at 2 C.F.R. § 200.339(a)(3) and 2 C.F.R. § 200.339(b), as amended from time to time.
 - (d) *Effect of Termination.* Upon termination of the Grant and in accordance with 2 C.F.R. § 200.342: (1) the Grantee shall not incur any new obligations after the effective date of the termination with respect to the Grant, (2) the Grantee shall cancel as many outstanding obligations as possible, and seek to mitigate the costs of any outstanding obligations, and (3) any unadvanced portion of the Grant not required for Approved Purposes shall not be available for advance by RUS and any advanced portion of the Grant not required by the Grantee for Approved Purposes or for completion of the Project shall be immediately returned to RUS.
 - (e) *Notice of Termination.* Written notice of termination shall be sent to the Grantee as provided for in Section 8.1 hereof, setting forth the reason(s) for termination, which termination shall be effective as of the date of receipt of such notice.

SECTION 7.2 Suspension of Advances

RUS may suspend the Grant, in whole or in part, in accordance with 2 C.F.R. § 200.338, if the Grantee materially fails to comply with the provisions of this Agreement.

- (a) *Suspension Procedure.* RUS shall issue to the Grantee a suspension notice stating the reasons for the suspension, any corrective action required to be taken by the Grantee and the effective date of the suspension. The suspension shall remain in effect until the Grantee has taken all corrective actions required by RUS and RUS terminates the suspension.
- (b) *Effect of Suspension.* New obligations shall not be incurred by the Grantee during the suspension, following the date of notice of suspension, unless specifically authorized by RUS, in writing. RUS will allow necessary allowable costs which the Grantee could not reasonably avoid during the suspension, if the obligations were properly incurred prior to the date of the suspension and not in anticipation of the suspension or termination. During the suspension, appropriate adjustments shall be made to the Grant by RUS in order that

credit not be given to the Grantee for disbursements made in payment of unauthorized obligations incurred by the Grantee during the suspension. RUS may also make adjustments by disallowing all or part of the costs of the Project that are not in compliance with this Agreement or RUS may withhold subsequent Advances.

SECTION 7.3 Misrepresentation and Misappropriation

- (a) Upon a determination by RUS that the Grantee did not utilize the Grant in the manner and exclusively for the Project as approved by RUS, RUS may, in its sole discretion:
 - (i) Disallow all or a part of the expenditures and disbursements of the Grant and require the Grantee to deposit such funds in an account to be applied toward other approved Project purposes or to reimburse the Government;
 - (ii) Suspend making Advances; and/or
 - (iii) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available herein or at law.

- (b) If any representation or warranty made by the Grantee in the Application, Scope of Work Plan, request for Advance, this Agreement, any certification, or other supporting documentation thereunder shall prove to be incorrect in any material respect at the time made, RUS may, in its sole discretion:
 - (i) Suspend making Advances;
 - (ii) Require the Grantee to reimburse the Government for all or any part of the Grant;
 - (iii) Terminate the Grant; and/or
 - (iv) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available herein or at law.

ARTICLE VIII - MISCELLANEOUS

SECTION 8.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by telecopy) and delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Addresses for Notices of the respective parties are as follows:

RUS
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Washington, D.C. 20250-1500
Attention: Administrator

Grantee
See Schedule I

With a copy to:

See Schedule I

With a copy to:

See Schedule I

SECTION 8.2 Expenses

To the extent allowed by law, the Grantee shall pay all costs and expenses of RUS, including reasonable fees of counsel, incurred in connection with the enforcement of the Agreement or with the preparation for such enforcement if RUS has reasonable grounds to believe that such enforcement may be necessary.

SECTION 8.3 No Waiver

No failure on the part of RUS to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by RUS of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

SECTION 8.4 Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law, and in the absence of controlling federal law, by the laws of the State identified in the first paragraph herein, except those that would render such choice of law ineffective.

SECTION 8.5 Successors and Assigns

- (a) This Agreement shall be binding upon and inure to the benefit of the Grantee and RUS and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of RUS.
- (b) Pursuant to federal claims collection laws, RUS' claims hereunder may be transferred to other agencies of the United States of America; in the event of such transfer, all security interests, rights and remedies hereby granted or conferred on RUS shall pass to and inure to the benefit of any such successor agency.

SECTION 8.6 Complete Agreement; Waivers and Amendments

Subject to RUS Regulations, this Agreement is intended by the parties to be a complete and final expression of their agreement. However, RUS reserves the right to waive its rights to compliance with any provision of this Agreement. No amendment, modification, or waiver of any provision hereof, and no consent to any departure of the Grantee herefrom, shall be effective unless approved in writing by RUS in the form of either a RUS Regulation or other writing signed by or on behalf of RUS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 8.7 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

SECTION 8.8 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

SECTION 8.9 Schedules and Attachments

Each Schedule and Attachment attached hereto and referred to herein is each an integral part of this Agreement.

SECTION 8.10 Authority of Representatives of RUS

In the case of any consent, approval or waiver from RUS that is required under this Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and also means a person to whom the Administrator has officially delegated specific or general authority to take the action in question.

SECTION 8.11 Amendment of Laws and RUS Regulations

Nothing contained herein shall restrict in any way RUS' right to amend, rescind or supplement any of the RUS Regulations or to seek such changes to existing Laws.

SECTION 8.12 Interest on Disallowed Amounts

Disallowed and reimbursable Advance amounts hereunder shall accrue interest payable to RUS from the date RUS delivers to the Grantee a written demand for payment. Interest shall accrue at a rate equal to the lesser of (a) twelve percent (12%) per annum or (b) the maximum interest rate permissible by law. Termination of the Grant will not affect the right of RUS to disallow expenditures and recover, in full, any amount on the basis of a subsequent audit or other review or the Grantee's obligation to return any disallowed expenditures.

SECTION 8.13 Disposition of Grant Property

Unless otherwise agreed to in writing by RUS, any and all dispositions of Grant property shall be made in accordance with federal regulations at 2 C.F.R. part 200.

SECTION 8.14 Term

This Agreement shall remain in effect until one of the following three events has occurred:

- (a) The Grantee and RUS replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged; or
- (c) This Agreement has been terminated pursuant to the provisions of Article VII hereof.

SCHEDULE I

1. Article II Representations and Warranties
 - a. Section 2.1(g) Grantee's address:
**City of Dodge City
806 N. 2nd Avenue
Dodge City, Kansas 67801**

2. Article III The Grant
 - a. Section 3.1(a) Maximum Grant Amount: **\$190,546**

3. Article IV Conditions of Grant Funds Release
 - a. Section 4.2(d) Matching Contribution amount is **\$28,582**.
 - b. Section 4.2(d) Matching Contribution shall be equal to at least **15.00%** of each Advance (with credit given for those contributions exceeding **15.00%** toward the next Advance). Evidence that the Matching Contribution has been made or will be made before the release of funds must be presented with the request for each Advance.
 - c. Section 4.2(g) Additional Conditions: **None**

4. Article V Affirmative Covenant
 - a. Section 5.14 Grantee's Data Universal Numbering System (DUNS) Number: **073316721**
 - b. Section 5.16 Additional Affirmative Covenants: **None**

5. Article VI Negative Covenants
 - a. Section 6.5 Additional Negative Covenants: **None**

6. Article VIII Miscellaneous
 - a. Section 8.1 Grantee's address for purposes of notification:
**Mrs. Melissa R. McCoy
City of Dodge City
806 N. 2nd Avenue
Dodge City, Kansas 67801**

 - b. Section 8.1 RUS' copy address for purposes of notifications:
**Mr. Peter Aimable, Deputy Assistant Administrator
Portfolio Management & Risk Assessment Division
Stop 1595, Room 2808-S
1400 Independence Ave, SW
Washington, DC 20250-1595**

ATTACHMENT 1**Equal Opportunity Contract Provisions**

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (b) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
- (d) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.
- (f) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part by the Government, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT 2**SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for System for Award Management (SAM) formerly Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including 2 C.F.R. § 200.92, 2 C.F.R. § 200.93, 2 C.F.R. § 200.330, 2 C.F.R. § 200.331, and 2 C.F.R. § 200.332).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

ATTACHMENT 3

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>. PLEASE NOTE: Currently underway is a consolidation of eight federal procurement systems, including the Sub-award Reporting System (FSRS), into one system, the System for Award Management (SAM). Therefore, please note that the Sub-award Reporting System (FSRS) will soon be consolidated into and accessed through SAM.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received--
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. in the subrecipient's preceding fiscal year, the subrecipient received--

- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. part 25:
- i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Memorandum

To: City Commission
CC: City Manager Cherise Tieben
From: Abbey Martin, Public Information Specialist
Date: 1/17/2020
Re: Advisory Board and Commission Appointments

The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions ended on December 23, 2019. Staff representatives have reviewed the applications and support the following Mayor's recommendations to the City Commission for appointment:

Airport Advisory Board –Reappointment of RaeAnna Bolmer, Jeff Hutton, and Jeff Hancock. Appointment of Andrew Evans.

Convention & Visitors Bureau – Reappointment for hospitality, Kim Cunningham. Reappointment for at large, Hays Kelman. Appointment to fill vacant hospitality positions, Victoria Meyers.

Cultural Relations Advisory Board – Reappointment of Juan Baez as the United Way Designee. Appointment to at large positions, Kandra Conant and Blanca Soto.

Dodge City Planning Commission –Reappointment of Tom Taylor. Appointment of Mark Tiffer.

Golf Advisory Board – Reappointment of Rick Shirley

Historic Landmark Commission – Reappointment of Kathie Bell. Appointment of Andrew Evans. Appointment to fill a vacant position, Angela Doom.

Housing Authority Board – Reappointment of Kenton Dressler.

Library Board – Reappointment of Paula Ripple.

Parks and Recreation - Reappointment of Dave Geist.

Recycling Advisory Board – Reappointment of Ron Hamm, Jeff Forrest, and Luke Shulte. Appointment of Ashley Bradfield

Santa Fe Trail Community Corrections –Appointment of Shannon McGee and Frank Herrera.

Memorandum

*To: City Manager
City Commissioners*

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

Date: January 14, 2020

*Subject: Green Hill's O' Ford & Trail St. Drainage
Improvements, SD 1803.*

Agenda Item: New Business

Recommendation: We would request that the Commission authorize City staff to engage the sole bidder on this project in further discussions with the intention of bringing the costs of this project closer in line with the engineering estimates through value engineering and price negotiation. The City Attorney is comfortable with this suggested procedure considering the unique circumstances of the situation. Building Solutions LLC, the lone bidder, bid the project at \$667,536.25, which almost double the Engineer's Estimate of \$340,590.50. Once negotiations are completed, City staff will bring a final contract price before the commission for approval. The other option is to reject the bid. City Staff will then rebid a modified project.

Background: Staff has been working with the Homeowner's Association of Green Hill's O' Ford to eliminate the erosion and maintenance issues of the drainage ditch that flows through the southern portion of the sub-division. Over the past 20 years the City has done smaller projects on different sections of the drainage ditch to solve the same issues. City crews have even helped the HOA by grading out drainage channel in the same section that we are currently looking to improve. On Trail St. there is not a defined drainage channel or swale. The storm water was expected to free flow across the private property and head south towards the river. Over time the location where the storm water runs has moved because sediment off of Trail St. has been deposited. This buildup of sediment has caused standing water issues for the private property owners south of Trail St. The two affected property owners have granted the City a Drainage Easement for the construction of the new concrete flume.

Justification: This project will allow the City and the HOA to better maintain the drainage ditch through the sub-division. The Trail St. portion will provide a direct passage for the storm water so that structures are not affected.

Financial Considerations: There are no financial considerations at this time. If allowed to value engineer the project, a final contract price will be brought back to the Commission for approval.

Purpose/Mission: The completion of this project meets our Core Values of Honesty, Integrity & Respect, Ongoing Improvement, and Working towards Excellence.

Legal Considerations: There will be no legal considerations by approving staff to negotiate a lower price with Nowak.

Attachments: Bid Tab.

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: Green Hills O'Ford & Trail Street Drainage Improvements

PROJECT #: SD 1803

BID DATE: 12/31/19

CONTRACTOR:
 Building Solutions, LLC
 ADDRESS:
 11106 Saddle Rd
 CITY: Dodge City
 STATE: Kansas
 ZIP: 67801

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Green Hills O'Ford Site					
1	Mobilization	L.S.	1	\$20,000.00	\$ 20,000.00
2	Temporary Traffic Control	L.S.	1	\$3,500.00	\$ 3,500.00
3	Clearing & Grubbing	L.S.	1	\$5,000.00	\$ 5,000.00
4	Unclassified Excavation	C.Y.	5265	\$10.50	\$ 55,282.50
5	Embankment in Place	C.Y.	420	\$10.00	\$ 4,200.00
6	19" x 30" HERCP	L.F.	34	\$90.00	\$ 3,060.00
7	4" Reinforced P.C.C. Pavement	S.Y.	1261	\$46.50	\$ 58,636.50
8	5" Reinforced P.C.C. Pavement	S.Y.	103	\$55.00	\$ 5,665.00
9	RCB Extension - Comanche Box	L.S.	1	\$15,000.00	\$ 15,000.00
10	RCB Extension - Debray Box	L.S.	1	\$25,000.00	\$ 25,000.00
11	Wall Construction	L.S.	1	\$5,000.00	\$ 5,000.00
12	Seeding & Mulching	Acre	1.7	\$6,000.00	\$ 10,200.00
13	Excelsior Matting	S.F.	43233	\$0.30	\$ 12,969.90
14	Turf Reinforcement Mat	S.F.	2618	\$0.50	\$ 1,309.00
15	Temporary Erosion Control	L.S.	1	\$10,000.00	\$ 10,000.00
Trail Street Site					
16	Mobilization	L.S.	1	\$5,000.00	\$ 5,000.00
17	Temporary Traffic Control	L.S.	1	\$3,000.00	\$ 3,000.00
18	Relocate Existing Light Pole	L.S.	1	\$5,000.00	\$ 5,000.00
19	Clearing & Grubbing	L.S.	1	\$1,500.00	\$ 1,500.00
20	Unclassified Excavation	C.Y.	1658	\$10.50	\$ 17,409.00
21	Embankment in Place	C.Y.	30	\$10.00	\$ 300.00
22	4" Reinforced P.C.C. Pavement	S.Y.	1366	\$46.50	\$ 63,519.00
23	Seeding & Mulching	Acre	0.7	\$6,000.00	\$ 4,200.00
24	Excelsior Matting	S.F.	6132	\$0.30	\$ 1,839.60
25	Temporary Erosion Control	L.S.	1	\$4,000.00	\$ 4,000.00

LOW BIDDER

UNIT PRICE	CONTRACT AMOUNT
\$51,500.00	\$ 51,500.00
\$2,000.00	\$ 2,000.00
\$16,700.00	\$ 16,700.00
\$14.75	\$ 77,658.75
\$10.50	\$ 4,410.00
\$88.25	\$ 3,000.50
\$77.50	\$ 97,727.50
\$87.00	\$ 8,961.00
\$34,750.00	\$ 34,750.00
\$29,600.00	\$ 29,600.00
\$8,600.00	\$ 8,600.00
\$2,200.00	\$ 3,740.00
\$2.00	\$ 86,466.00
\$1.50	\$ 3,927.00
\$33,650.00	\$ 33,650.00
\$26,000.00	\$ 26,000.00
\$2,000.00	\$ 2,000.00
\$5,300.00	\$ 5,300.00
\$11,600.00	\$ 11,600.00
\$14.75	\$ 24,455.50
\$10.50	\$ 315.00
\$68.50	\$ 93,571.00
\$2,200.00	\$ 1,540.00
\$2.00	\$ 12,264.00
\$27,800.00	\$ 27,800.00

TOTAL \$ 340,590.50
 Prepared by Engineering 12/31/2019

TOTAL \$ 667,536.25

BID SECURITY 5%
 START DATE 3/9/2020

Memorandum

*To: City Manager
City Commissioners*
From: Corey Keller Public Works Director
Date: January 15, 2020
*Subject: Approval of Building Solutions
Proposal to build the Recycle Center*
Agenda Item: New Business

Recommendation: On August 12, 2019 staff opened bids for architectural services to erect the CREW Recycling Building at the corner of 14th Ave and Park Street. It is the CREW Recycling Advisory Board and staff's recommendation to except Building Solutions proposal design and build of the site in the amount not to exceed \$695,947.95

Background: The building that will be erected as the new recycling building was the old Chaffins building that was located at 4th Ave and Trail Street. During disassembly the building was place on the south side of the new Parks facility until budget allowed for the building to be re-erected. There have been many changes in the planning phases for this building which was originally slated to be built on the southern portion of the original All 4 Fun site. With the purchase of the land on Park Street it was determined that the building would give public better access if it was built on the 14th and Park St site.

During the bidding process two other bids were received for the architectural services. These proposals were taken to the commission on the September 3, 2019 meeting at which time the commission approved the Building Solutions proposal for architectural service in the amount of \$13,588.00. Since that time staff has worked with Building Solutions to develop a design of the site and negotiated a cost that could work with in the budgeted amount.

Justification: CREW is in much need of more storage space for recycling commodities. To implement a curbside recycling program a bigger space will be needed to accommodate the dumping of trucks.

Financial Considerations: The purchase will be a lease purchase and payments will be spread over the next 10 years. The project is over the original budgeted amount which will be corrected in the 2021 budget season, when the first payment of the building will be due.

Attachments: Cost Sheet, Site Plan, Concept pictures







**CITY OF DODGE CITY
NEW RECYCLING FACILITY
1/15/2020**

**100x120x19 WAREHOUSE
30x50x14 OFFICE BLDG. SHELL**

SITEWORK:

Dirt Work - (City to Supply & Deliver Fill)	1	quote	\$33,215.00	\$33,215.00
Compaction Testing	40	mh	\$85.00	\$3,400.00
Construction Staking	40	mh	\$45.00	\$1,800.00
Demo Curb & Gutter:	145	lf	\$7.50	\$1,087.50
4" Irrigation Sleeves	185	lf	\$8.50	\$1,572.50

Exterior Paving:

New Curb & Gutter	145	lf	\$27.50	\$3,987.50
Handicap Ramp	1	ea	\$500.00	\$500.00
Handicap Signage	1	ea	\$225.00	\$225.00
6" Ext. Paving w/ #4 bars at 24" OCEW	18,470	sf	\$5.85	\$108,049.50
Parking Lot Striping	1	ls	\$500.00	\$500.00

CONCRETE:

100x120 Building:

3' Pedestal Piers at Main Frames	10	ea	\$3,065.00	\$30,650.00
3' Pedestal Piers at EW & Corners	10	ea	\$1,532.00	\$15,320.00
Grade Beam	440	lf	\$25.00	\$11,000.00
Tie Beams	500	lf	\$22.50	\$11,250.00
6" Floor w/ #4 Bars at 24" OCEW	12,000	sf	\$5.85	\$70,200.00
Trench Drains	12	lf	\$150.00	\$1,800.00
Urethane Floor Sealer	12,000	sf	\$1.00	\$12,000.00
6" OD Guard Posts	12	ea	\$150.00	\$1,800.00

30x50x14 Office:

4x5 Mainframe/ Portal Frame Piers	4	ea	\$675.00	\$2,700.00
Grade Beam	110	lf	\$25.00	\$2,750.00
5" Floor w/ #6WWF	1,500	sf	\$4.65	\$6,975.00
Urethane Floor Sealer	1,500	sf	\$1.00	\$1,500.00

PEMB MATERIAL AT 100X120:

Roof Sheets	13,333	sf	\$1.00	\$13,333.00
Mastic - narrow	6,500	lf	\$0.10	\$650.00
Mastic - wide	1,000	lf	\$0.15	\$150.00
Roof SD Screws	12,000	ea	\$0.15	\$1,800.00
Lap Screws	6,000	ea	\$0.15	\$900.00
Ridge Cap	41	ea	\$15.00	\$615.00
Peak Box	2	ea	\$25.00	\$50.00
Wall Sheets	12,000	sf	\$1.00	\$12,000.00
OH Door Framing	180	sf	\$3.25	\$585.00
Clips and Bolts	18	ea	\$25.00	\$450.00
Building Corner Trim	40	lf	\$3.50	\$140.00
Base Mastic (Tube Grade)	12	ea	\$7.00	\$84.00
Foam Closures	300	ea	\$1.00	\$300.00
Wall SD Screws	12,000	ea	\$0.13	\$1,560.00
Lap Screws	6,000	ea	\$0.13	\$780.00
3070 Walk Door FO	4	ea	\$750.00	\$3,000.00
Overhead Door Trim	180	lf	\$2.50	\$450.00
Gable Trim	220	lf	\$3.75	\$825.00
Corner Boxes	4	lf	\$25.00	\$100.00
Eave Trim behind Gutter	260	lf	\$2.50	\$650.00
Gutter	260	lf	\$3.00	\$780.00
Guttter Hangers	90	lf	\$1.00	\$90.00
Downspout	240	lf	\$3.75	\$900.00

Insulation	Silvercote -WHITE	1	quote	\$11,393.62	\$11,393.62
Misc. Material		1	ls	\$250.00	\$250.00
Freight		1	ls	\$1,750.00	\$1,750.00
Steel Erection		12,000	sf	\$4.81	\$57,720.00

PEMB 30x50 OFFICE:

NUCOR Steel Building System		1	quote	\$24,301.00	\$24,301.00
Steel Erection		1,500	sf	\$9.27	\$13,905.00
Insulation	Silvercote - BLACK	1	quote	\$3,457.00	\$3,457.00
Metallic 48" Canopy	L&M	56	lf	\$300.00	\$16,800.00

Doors & Windows:

Storefront 3070 w/ Sidelights - Entry Unit		1	Allow.	\$3,500.00	\$3,500.00
Storefront 3050 Windows		6	ea	\$1,003.46	\$6,020.76
3070 Ext. Hollow Metal Doors & Frames		4	ea	\$2,955.00	\$11,820.00
Labor at Installation		4	EA	\$255.00	\$1,020.00
OH Doors	3 - 16x16 w/ Oper.	3	ea	\$6,906.79	\$20,720.37

MEP SUBCONTRACTORS:

Plumbing	Frank's	1	quote	\$27,301.84	\$27,301.84
HVAC Shop	HI Comfort	1	quote	\$13,464.60	\$13,464.60
Electrical	WES-KAN	1	ls	\$25,300.00	<u>\$25,300.00</u>

Subtotal of Hard Costs: **\$601,198.19**

3.5% General Conditions per Proposal: **3.50%** **\$21,041.94**

10% Construction Management Fee per Proposal: **10.00%** **\$60,119.82**

Lump Sum Professional Design Fees per Proposal: **\$13,588.00**

GRAND TOTAL OF CONTRACT: ----- \$695,947.95

Exempt

This bid does not include any work not listed or called out within the above items. It specifically excludes the following items:

- | | |
|--|-------------------------------|
| Work at 60x100 Sanitation Building | No Chain Link Fence Work |
| Interior Liner Panel at 100x120 | No Landscaping |
| Appliances | No Street Sidewalks |
| Relocation of Owner's Equipment | No Dock |
| Exterior Building Signage | No Interior Framing at Office |
| Pole Lighting | No Interior Finish at Office |
| Sales Tax | No Interior Doors or Hardware |
| No Painting of Guard Posts | No Fire Extinguishers |
| All Utility Lines stubbed out of building 5' - | No Utility Tie-Ins |

This bid moves the Mechanical Room to the South side of the office.
In-Floor rough-in plumbing will be adjusted accordingly.

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: January 15, 2020
Subject: MOU for Services
Agenda Item: New Business

Recommendation: Staff recommends the approval of the Memorandum of Understanding with Robert Waddell, Jr. to provide upgraded water services to 908 Rath Ave. and to finance the cost of the improvements less a \$5,000 down payment with a rate of 2.5% per annum until such amount is paid in full.

Background: Robert Waddell Jr. seeks to improve the mobile home park water service at 908 Rath which contains 41 mobile homes.

Justification: The water service on the premises is antiquated and insufficient for residential use.

Financial Considerations: We will utilize water reserves to finance this effort and will receive full repayment with 2.5% interest assessed.

Purpose/Mission: Together, we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: None at this time.

Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement (hereinafter "this Agreement") is made and entered into by and between the City of Dodge City, Kansas, a municipality (hereinafter "the City"), and Robert Waddell, Jr., Ford County Kansas (hereinafter "Waddell").

WHEREAS, Waddell is desirous of developing, constructing and improving a mobile home park within the city limits of the City; and,

WHEREAS, the premises upon which Waddell desires to improve the mobile home park is currently the residence of forty-one (41) mobile homes with a general street address of 908 Rath ~~_____~~; and,

WHEREAS, the water service within the aforementioned premises is antiquated and insufficient for the intended purpose; and,

WHEREAS, the City is agreeable to facilitate the improvement and replacement of the existing water system so as to allow Waddell to provide adequate and suitable water supply to mobile homes present on the aforementioned premises; and,

WHEREAS, the City will facilitate the improvement and replacement of the water system as is more fully set forth below in consideration for certain agreements by Waddell as described below.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth the City and Waddell hereby agree as follows:

1. On the date of signing of this Agreement, the City is providing Waddell with an estimate of the construction costs of a water main in the amount of Twenty Thousand, Seven Hundred Sixty-Five dollars and Sixty-Eight cents (\$20,765.68). At such time as Waddell pays to the City the amount of the down payment of Five Thousand dollars (\$5,000.00), the City will commence construction of the water main described in the construction estimate. Said construction and installation of the water main will be completed within one hundred twenty (120) days of the commencement of said construction and installation. Waddell agrees and promises to pay to the City of Dodge City the remaining Fifteen Thousand, Seven Hundred Sixty-Five dollars and Sixty-Eight cents (\$15,765.68) in monthly installments of Six Hundred Seventy-Four dollars and Fifteen cents (\$674.15), with the first such installment being due on or before March 15, 2020. All subsequent monthly payments will be due on or before the 15th day of each month thereafter. Waddell agrees and acknowledges that the unpaid principal amount of indebtedness to the City will bear interest in the amount of two and one-half percent (2.5%) per annum until such amount is paid in full.
2. At such time as Waddell pays to the City the amount of the estimated construction costs for each set of 10 water meters, said amount being Four Hundred Ninety-Two dollars and Twenty-Nine cents per water meter, the City will begin construction of each set of ten (10) water meters described

in the construction estimate. The number of water meters in each set will be determined in consultation by the parties so as to best accommodate the City's scheduling and Waddell's financial needs. Said construction and installation by the City will be completed within one hundred twenty (120) days of commencement of each said construction and installation.

3. The location of the water main and water meters will be consistent with the locations identified on the map of the premises attached hereto as Exhibit A and incorporated herein by reference.

4. Any and all costs associated with the construction and connection of water service lines on the consumer side of each water meter will be the responsibility of Waddell, including but not limited to the acquisition and installation of the pressure regulators referenced below.

5. Waddell agrees to install a pressure regulator on each water service line. Each and every pressure regulator must be installed within four feet (4') of the water meter on the consumer side of the water meter. Waddell agrees to maintain each and every pressure regulator in good working order at all times so as to avoid damage to tenants plumbing fixtures.

6. The parties acknowledge and agree that the water service lines and water mains described in paragraphs 1 and 2 above, will be installed in an area of the premises that will be granted to the City as an easement, unless said easement or right-of-way presently exists. The size and location of said easement are subject to the City's prior approval. Waddell will be responsible for all costs associated with the granting of

said easement including but not limited to the services of a licensed land surveyor and filing fees with the Ford County Register of Deeds. The area of said easement will remain free of any permanent improvements or obstructions.

7. Waddell agrees to retain a licensed plumber to make application for water meter permits and pay all related fees prior to commencement of construction of the water main.

8. Waddell agrees to instruct the retained licensed plumber to color code all water service lines installed on the premises so as to provide easy and immediate identification of water service lines for each mobile home to the appropriate water meter, and to insure compliance by the retained licensed plumber with Waddell's instructions. Waddell further agrees to instruct the retained licensed plumber to attach tracer wire to the entire length of each and every water service line from the water meter to the corresponding mobile home, and to insure compliance by the retained licensed plumber with Waddell's instructions.

9. The parties agree that a maximum of ten (10) water service lines will be installed in any one (1) layer of trench backfill. Further the parties agree that a minimum of four inches (4") of sand will separate each service layer. All installation is subject to inspection and approval of the City Inspections.

10. Waddell agrees to grant the City a license to enter the premises at all reasonable hours for purposes of maintaining City facilities, to monitor and locate leaks, and to undertake and complete repairs of any leaks found to exist on the water main and/or water meters.

Dated this 14 day of January, 2020.

CITY OF DODGE CITY, KANSAS

ROBERT L. WADDELL, JR.

By _____

By 
_____ Robert L. Waddell, Jr.



City of Dodge City
806 N. Second Ave.
67801

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

City of Dodge City

Memorandum

To: City Manager & City Commission
From: Assistant City Manager and CVB Manager
Date: 1-15-2020
Subject: Dodge City CVB Rebranding
Item: New Business

Recommendation: Pending reference checks and legal counsel's review, authorize City Manager to sign agreement with A|D Creative Group from Billings, Montana for the Rebranding project for the Dodge City Convention and Visitor's Bureau (CVB).

Background:

The CVB released a request for proposals (RFP) seeking an experienced marketing firm to develop and implement a strategically-driven destination brand to represent Dodge City. The intent of this project is to develop verbal and visual branding elements to be used in all aspects of promoting Dodge City as a destination.

The proposals were due on December 30, 2019. A total of nine proposals were received and three were selected for interviews. Interviews were held on January 15 with a selection committee of representatives from Boot Hill Casino and Resort, Boot Hill Museum, the Dodge City Area Chamber of Commerce, CVB and CVB Advisory Board, City Public Information Office, Dodge City Ford County Development Corporation and Roundup Rodeo.

The consensus of the committee was to recommend A|D Creative and the outcomes for the Rebranding project include:

Verbal Brand Elements:

- Positioning statement: for messaging, marketing and communicating the Dodge City brand.
- Key message platform: including: defining the brand that is Dodge City and a summary of key Dodge attractions
- Tagline for website and campaigns
- Advertisement scripts for jingle

Visual Brand Elements including:

- Logo
- Color palette
- Typography
- Sizable graphic elements
- Favicon
- Photo and video style guide
- Business papers (card, letterhead, envelopes)

- Brochure cover template
- Social media assets
- Brand Style Guide

Justification: The goal of the rebranding is to build cohesion around local attractions, events and facilities and to design a marketing message that creates the brand assets Dodge City needs to elevate, differentiate and communicate our unique value to visitors as a must see get-away destination.

A|D Creative is recommended by the selection committee based on their comprehensive marketing strategy for creating a new brand identity for Dodge City. This firm has 34 years of experience and their client portfolio includes Big Sky, Montana, the Grand Canyon, Sheridan Wyoming, Visit Billings and Visit Casper, Wyoming among others. Their team had a unique approach working with other destinations similar to Dodge City specifically with organizations in travel, tourism and economic development

Financial Considerations: AD Creative total cost for the Rebranding project is \$24,702. There is \$25,000 set aside in the CVB budget for the rebranding project.

Purpose/Mission: This study will aid the CVB in the mission of the pursuit to promote and market Dodge City and area resources, attractions, and assets to prospective tourists.

Legal Considerations: The City of Dodge City Attorney will review the contract.

Attachments:

AD Creative Group Proposal



Your creative approach to Dodge City's "Challenge" as detailed in the RFP.

THE CHALLENGE:

> WE ACCEPT

The goal of the rebranding is to build cohesion around the attractions, events, and facilities...

- achieve this through the brand bootcamp. [See Section V]
- experiential site visits (as tourists)

and to design a marketing message that creates the brand assets Dodge City needs to elevate, differentiate and communicate

- achieve this through market research of target audience
- perform a competitive analysis

the unique value to visitors as a must see get-away destination.

- 35+ Years doing this from Canada to California and Big Sky Country to the Bahamas

Successful examples of similar projects that your firm has created.

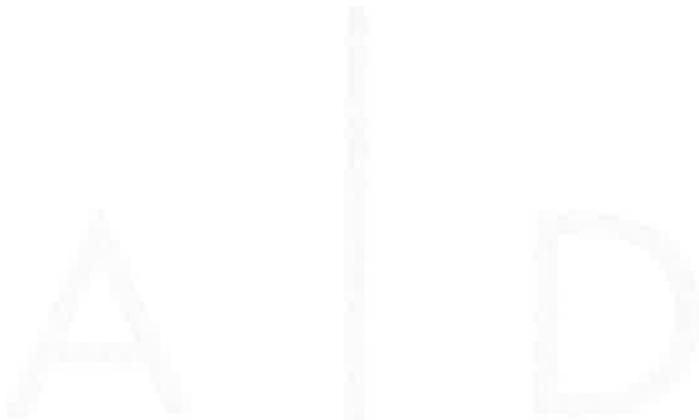
[Section IX]

Sheridan, WY

Visit Billings

Big Sky, MT

Red Lodge, MT



The tangible outcomes provided to the Dodge City CVB at the end

> VERBAL BRAND ELEMENTS

- **A NEW DODGE CITY BRAND!!!!**
- **BRAND STANDARDS & BRAND GUIDELINE**
- **A NEW, MARKETABLE DODGE CITY TAGLINE**
- **DODGE CITY POSITIONING STATEMENT**
- **KEY MESSAGING PLATFORM WITH ADVERTISING TALKING POINTS**
- **A PROMOTIONAL JINGLE**

> VISUAL BRAND ELEMENTS

- **LOGO**
- **FULL BRAND STANDARDS (INCLUDES COLORS, FONTS, TYPOGRAPHY, ETC)**
- **FAVICON**
- **PHOTO & VIDEO STYLE GUIDE**
- **BUSINESS COLLATERAL**
- **BROCHURE COVER TEMPLATE**
- **SOCIAL MEDIA HEADER ASSETS**

CREATIVE

A D

A D C R E A T I V E G R O U P . C O M

City of Dodge City CVB

REBRAND & MARKETING
STRATEGY

CREATIVE GROUP

A D



12.30.19

©2019 | 105 N. Broadway | Billings, MT 59101 | 406.248.7117

A D

12.30.19

Melissa McCoy, Asst. City Manager/Public Affairs
Dodge City Convention and Visitor's Bureau
806 N. 2nd Ave.
PO Box 880. Dodge City, KS 67801
melissam@dodgecity.org

On behalf of A|D Creative Group (A|D), we would like to thank you for the opportunity to present the enclosed proposal for rebranding the City of Dodge City.

We believe that a comprehensive marketing strategy coupled with the City's communication plan can best be executed with a clear organizational brand identity that represents the persona of Dodge City, including its voice, tone, style, and of course, its history. The enclosed information and recommendations supply a comprehensive plan and budget for the rebranding of the City of Dodge City, including a brand style guide that will protect the use of the brand across all promotional interactions and communications.

We have combined our internal resources to provide you a complete team committed to delivering the strongest branding, marketing, design, and support staff throughout this valuable process. As with any marketing consultancy bid we produce, A|D believes in a complete team approach where the client's goals and objectives are obtained in a faster, more efficient manner through collaboration. By way of research, civic interaction, strategic planning, media trends, creative design, and digital production, we serve as a complete, integrated resource to our clients, acting as an extension of their brand and supporting all levels of their organization in publicity and promotional communication.

This proposal contains our recommended approach and estimated pricing for creating a new brand for the City of Dodge City, as well as integrating the brand into the proposed marketing strategy for promoting the new identity within the City of Dodge City. A|D's staff is fully able and equipped to conduct the best research possible and then to design and develop a brand that best represents Dodge City.

Sincerely,



Michael W. Peters
Director of Business Development and Strategy
A|D Creative Group

City
of
Dodge City

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SECTION IV. | COMPANY OVERVIEW

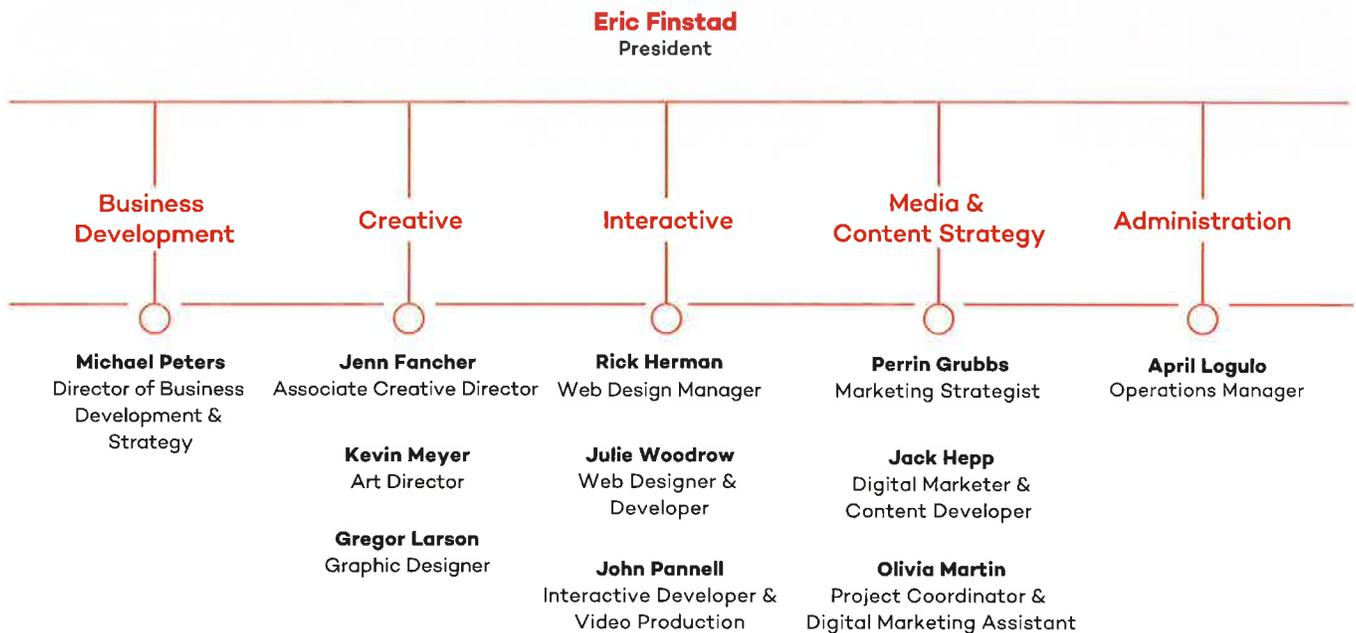
> STRUCTURE

AJD Creative Group is a full-service marketing firm headquartered in Billings, Montana with a second office in Gillette, Wyoming. At any one time, our firm has between 80 and 120 projects working simultaneously and a roster of over 200 active clients. The majority of our clients are based in the northwest region, however, in recent years our client roster has grown to include a significant number of national and international organizations.

Our firm is unique in that our processes are individualized and crafted to meet the specific needs of each client. Nothing we create is reused, recycled, or repurposed. The relationships we build with our clients cultivate genuine trust and true partnership. It is this trust that enables us to push the creative envelope of what is possible, challenging status quo and achieving unexpected results. Spanning across industries from banking to beer, municipalities to manufacturing, or hotels to healthcare, we have had our creative hand in multiple diverse projects, which has given us an edge in understanding those diverse audiences.

From insight analysis and synthesis to creative development and strategic planning, we have been bringing brands to life across dozens of industries for over 34 years. Since 1985, our award-winning creative has been welcomed by millions of people and seen in stores, on the road, in museums and airports, online, and throughout the media arts across the country. Don't let our size fool you. Our small firm packs a punch when it comes to marketing, design, and brand development.

Below is an organizational chart depicting our company structure. Albeit, we emphasize our more dynamic office that allows us that flexibility for greater team approach with any project to cross over, interchangeably, in order to gather the best ideas, best creative design, and most efficient project management to achieve more.



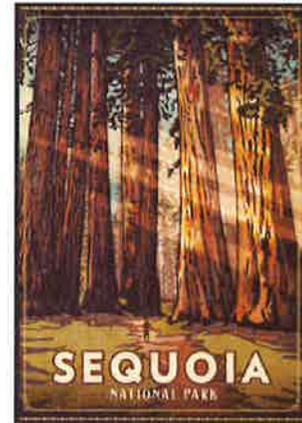
SECTION IV. | COMPANY OVERVIEW

> CAPABILITIES

With a target market to attract travelers from 100 miles away or more gives the A|D team purpose and a focus to highlight when strategizing the brand design for the Dodge City CVB. We recognize that the brand needs to serve the attractions, lodging facilities, restaurants, and local businesses that benefit from tourism as well as the permanent residents of Dodge City. Over the years our creative team has been published in multiple brand identity books and featured in design publications as far away as Asia. We have won multiple ADDYs and other key awards in the design categories we work. Our philosophy focuses on the idea first and fosters an environment of experimentation, relevant research and a consistently fresh approach to our creative process. Our creative team is taught to ask the tough questions, never stop exploring and bringing innovation to every project whether big or small.

Branding a City for tourism is a big undertaking and not one that our team trivializes. There are so many factors that go into the identity of a City; from its culture to the geographic environment, the brand identity of a City represents who its residents are, but also, who and what the City represents to the world. A|D is not only experienced and capable to take on a project of this importance, but our team has been successful and award-winning in projects such as this. Our team is keen to incorporate key identifiers of the city's most valuable attractions. This mostly stems from the research we perform beforehand, coupled with knowledgeable creatives that have the keen eye to design for boldness and clarity to your target audience.

We've assembled a selection of our work that is similar in scope to the project requested by this RFP for the City of Dodge City. The below samples give a preview of our diverse creative style and varied client base. If you're familiar with any of these brands, it may be in large part because of the memorable logo identity or the brand strategy set forth by our team was successful.



A

D

Billings

MONTANA'S  TRAILHEAD



HAWKIN



GREAT CANADIAN
HELI-SKIING



TREASURE
STATE *Honey*
FROM HIVE TO TABLE

TETON SPRINGS
TETON VALLEY IDAHO


WILLIAMS
PLUMBING

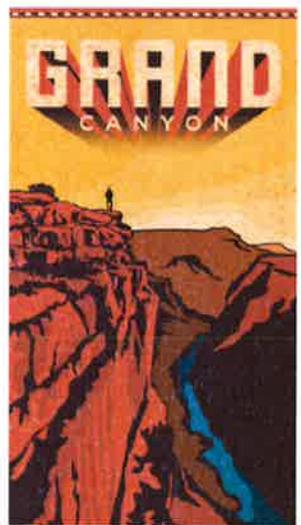
my  **topo**



Bridging Healthcare
Connections



HUGHES
L • A • W PLLC



YES. YOU. CAN.



BIG * SKY
MONTANA

A

D



FORT PECK
COMMUNITY COLLEGE



red lodge
MONTANA



Tumbleweed



Billings
OB GYN
ASSOCIATES



WESTERN
SECURITY
BANK
Division of Glacier Bank



wilson
CABINETS

BLACK TOOTH
BREWING
SHERIDAN CO. WYOMING



A

D



ROCKY MOUNTAIN
COLLEGE



HealthShare
MONTANA



SECTION V. | PROVIDED SERVICES

> RESEARCH | DESIGN ASSETS

To fulfill the requirements of this project, A|D Creative Group will perform the following services :

RESEARCH

A|D Creative Group will conduct a 'Brand Bootcamp' with a series of activities for the Dodge City CVB leadership to add labels, descriptors, and idealistic vision to the City's identity. Our team will extract these identifiers to couple with the existing descriptive narrative from the flagship design style in order to create the toy box for our copywriters and design team to create a unique brandmark and tagline for the City of Dodge City.

PRIMARY LOGO

A|D Creative Group will collect the research from the 'Brand Bootcamp,' incorporating elements of the Dodge City history, and design three to four initial concepts for review by the Dodge City CVB. Each concept will include a standard primary logo, a reverse primary logo, and a monochromatic logo with and without a tagline. The team will also show permitted color versions for each, standard, reverse 1-color, and even some logo example usage.

BRAND STYLE GUIDE:

Upon approval of the primary logo, A|D will design a comprehensive brand style guide, including the newly approved Dodge City brandmark with unique tagline and how to best use each. Our design team will adapt the brandmark into several logo lockups (vertically, horizontally, with the tagline, and without the tagline) for use in various forms on City assets, vehicles, etc. In addition to these, A|D will create logo permitted color versions, such as a standard primary logo, a reverse primary logo, and a monochromatic logo with and without the tagline, along with examples of each version to reference. The brand style guide will also display examples of prohibited logo usage for the primary logo, the reverse of the primary logo, and a monochromatic logo with and without the tagline. A|D takes this a step further to define the voice and tone of how the brand is communicated and how one might communicate on behalf of that brand's organization. The 'persona' that was determined in the research phase, also plays a role into how the brand standards will guide users to write, speak, and design communication assets that represent Dodge City.

BRAND COLOR PALETTE

Color is a huge emotional carry for a brand's identity. A|D recognizes the importance of a consistent color palette across all forms of the brand, regardless of where it is visible. Our team will provide color match palettes for the primary and secondary color codes. Typically, we present this brand color palette in Pantone C, Pantone U, CMYK, and RGB, so regardless of the creative software using the brand, we have provided a color code to fit.

TYPOGRAPHY

A|D believes in the use of typography to clearly communicate a message. Type alone can speak volumes to a brand's identity. Our team will create a typography set around the City's new brand identity. This typography set will include which font and style to use for a headline and body fonts for the use in print materials. We will extend this set to include headline and body fonts for use in digital mediums as well. If a unique typeset is chosen for the brand identity, our team will offer similar alternatives more readily available to vendors.

PHOTOGRAPHY AND VIDEOGRAPHY USE

A picture can speak a thousand words and even more so when that picture is accompanied by the brandmark of the City. A|D understands the value in photography and videography to communicate a particular message and the need to incorporate photos and video to speak a thousand words. Our team will provide usage guidelines for photography and videography with the new City's brand identity. These guidelines layout the quality of photography and videography as well as guide the 'voice & tone' the image portrays.

SECTION V. | PROVIDED SERVICES

> DESIGN ASSETS | BUSINESS COLLATERAL

BUSINESS COLLATERAL

Business Cards : The design team of A|D Creative Group will design a front and back business card template for the City of Dodge City, incorporating the newly adopted brandmark, tagline, color scheme, and typography. We will create alternate business card templates using the sub-brands as determined.

Letterhead : For official City communication, A|D will design official City of Dodge City letterhead. These letterhead file templates will include editable layouts with all of the brand elements needed in order ensure flexibility in usage while maintaining brand consistency.

Envelope : You cannot have a great letterhead without a matching envelope to hold that prized communication piece. Our team will design a corresponding envelope in various sizes that will accommodate the bulk of the City's delivery methods.

Memorandum : Memorandums are used across multiple communication channels within a municipality. A|D recognizes the importance of clear communication through a memorandum in a format that lets the recipient know its official City business, and affords the outline for predictable locations for messaging key information. Our team will design memorandum templates with various layouts for use by the City and its sub-brands.

Dodge City CVB Newsletter : A|D Creative Group will design a 2-page 8.5"x11" front and back, black and white newsletter template for the Chamber or CVB to use as a communication piece to membership. This newsletter will incorporate the newly adopted City of Dodge City brandmark, tagline, and typography.

BRAND DESIGN CONCEPTS

Part of our presented Brand Style Guide, our design team will include design concepts of how the new brand identity can be used within the City and for promotional materials. A|D Creative Group will design example concepts for print and online advertisements promoting City events and important messaging. Our design team will further design concepts around wayfinding signage, informational signage, vehicle identity as well as promotional materials for economic development, such as brochure templates.

FAVICON

After the brand identity is established, our creative team will design a favicon for use on web & mobile applications with the new brand identity as clear and bold as possible.

INFORMATIVE COLLATERAL

A|D Creative Group realizes the continued need for physical collateral to disseminate information to the public. Our team will design a series of templates to use for informational collateral in the form of an 8.5" x 11" flyer, a standard trifold brochure, a rack card, and a 24" x 36" poster. In addition to these, A|D will supply three variations of digital graphic assets that can be used for presentations and motion graphic solutions for both 16:9 and 4:3 screen ratios.

PRESS RELEASE

After the final brand identity and accompanying assets have been approved by the Dodge City CVB, A|D Creative Group, in collaboration with the City CVB, will write a press release to explain the new brand identity to the Chamber membership and the public. This official press release will be disseminated to area media outlets and made available for internal communication channels in order to promote the thought, symbolism, and foresight that developed this new brand identity representing the people, culture, environment, and vision that make up Dodge City.

SOCIAL MEDIA ASSETS

A|D Creative Group recognizes the use of a new brand for Dodge City will be paramount on all relevant social channels. Our team will ensure proper sizing and asset structure for the new Dodge City branding for each relevant social channel, adhering to the brand guidelines for photography and videography in the assets as well.

Note: All work will be performed in-house by A|D Creative Group without the need for 3rd party contractors.

SECTION VI. | APPROACH

> LOGO | STYLE GUIDE

At A|D Creative Group, our approach to designing a new brand for any of our clients is to first research the DNA of the organization, company, or in this case, municipality. Understanding the DNA of a City starts with the history and legacy, unique to Dodge City, but also incorporates the vision for the City's identity. Through an exercise we call *Brand Bootcamp*, we discover where the City has been in terms of its identity and where it wants to be in the future for your anticipated target audience.

A|D Creative Group's *Brand Bootcamp* is our guided session of activities, exploration and untraditional thinking that enables new ideas to be "extracted" from the chaos and restrictions of perceptions, beliefs and trends. The elimination of structure and departure from precedent gives rise to an interruption of thought that forces honesty, fresh ideas, and a positive reassessment of the City's identity.

We decipher how everything is interconnected and ask why things are the way they are within the City's identity. We incorporate industry (civic) trends, consumer (City of Dodge City residents) insights, outside perceptions, and market intelligence to challenge beliefs, identify barriers, and reveal new opportunities for the City's identity. These insights serve as the foundation for what we call the 'brand theme' development.

Brand Bootcamp is a multi-hour workshop that can be applied to all levels of an organization including marketing and communications, internal structure, and certainly the overall City's brand identity as a whole. Tailored specifically for each client, the session is highly collaborative, strategic and creative in nature. From these collaborative meetings we accomplish two things: a clear understanding of how the City staff perceive their City's brand identity and the desires of Dodge City's future identity, ultimately leading us to develop a successful new brand. This establishes the brand theme for the new City's identity.

Once a brand theme has been defined through the *Brand Bootcamp*, A|D moves into the design phase. Our team uses the brand theme to pull appropriate colors, fonts, and style that best represents the City. Our team uses the latest Pantone color palettes, a robust font book, and graphic design best practices for a long-term brand creation. In addition to A|D crafting the brandmark, our team also establishes how the brand is communicated to its audience. The 'voice' of a brand is its personality. Playful, cheeky, fun, straight-laced, inspiring, or professional are qualities of a personality and play into the brand's 'voice.' Brand 'tone' is also established in this phase. 'Tone' pulls the style (edgy, sarcastic, joking, serious, or off-beat, etc.) through the brand voice. The brand 'voice' & 'tone' affect the use of photography and are reflected in the style guide.

Once a final look & feel is established, as well as the voice & tone, A|D will produce a brand standards guide (style guide) that defines the visual language and kit-of-parts for the brand. The brand standards include design styles, color palettes, imagery treatments, typography, textures, and guidelines for how all elements should come together to create a visual brand message. The brand standards serve as a guide to bring consistency when executing the graphical brand assets and includes samples of collateral material, interactive/online applications, and other examples of how the brand can be executed across a variety of communication mediums.

Finally, based on the brand standards guide, our team would like to help with the new brand identity rollout strategy by providing a press release with a narrative, describing the elements of the new brand identity, including meanings behind the brandmark, tagline, color scheme, and typography.

Michael Peters and Kevin Meyer will serve as managing team members and will be the main points of contact for this proposed design of the City of Dodge City brand identity. They will work with Dodge City CVB staff to establish a format of communication that best fits the City of Dodge City's needs and will also lead the A|D team in setting the budget, timelines, and strategy for the branding process. Once work begins, Michael and Kevin will oversee the individual efforts of the A|D team to ensure the overarching brand consistency is met inside of each component to the project and that all deliverables arrive on time and on budget. Any changes to the scope of this project will be estimated and approved by the Dodge City CVB before proceeding.

SECTION VI. | APPROACH

> BRAND IDENTITY SAMPLES (WITH INTEGRATED SUB-BRANDS)

Black Tooth Brewing Company

Black Tooth Brewing Company came to A|D Creative Group to design an integrated beer brand that would encompass a string of expanding beers under their Black Tooth Brewing Company's name brand. In 2015, they undertook a major expansion and wanted a big-time brand to match. We were happy to help them craft a bold identity as fresh as the brews they serve as well as all new signage, collateral and web presence. This example shows how a master brand can stand out, while giving its sub-brands (or departments within a municipality) a unique but cohesive style, font, look and feel. Notice the consistent master logo, font, and style throughout, while each can has its own color and unique iconography.



Our Part

- Research
- Identity development
- Positioning development
- Collateral design
- Website & SEO
- Signage development
- Brand standards
- Merchandise design
- Can & label design
- Packaging design
- Event displays



Black Tooth Brewery Company



SADDLE BRONC RIDING ALL - 441.442.3016

DRINK THE WEST

BLACK TOOTH BREWING
SHERIDAN CO WYOMING

SADDLE BRONC

BTBREW.COM

Don't get thrown by this one coming out of the zoo. While dark in color, this brewer's has a warm body that smooths that, making it a great beer anytime of year. The mild profile allows the bits of caramel, roasted malt and some just like the other fermenter enjoy. "LET'S MAKE HIM FEEL A LITTLE BETTER ON SATURDAY NIGHT."

©2016 Black Tooth Brewery, LLC. All rights reserved. 441.442.3016

BOMBER MOUNTAIN RIDING ALL - 441.442.3016

DRINK THE WEST

BLACK TOOTH BREWING
SHERIDAN CO WYOMING

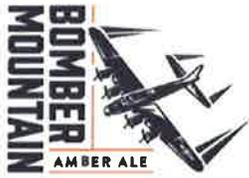
BOMBER MOUNTAIN

BTBREW.COM

If you grew any like in Sheridan County, someone had all that you a different story about "Bomber Mountain". The Brewer grows in this mountain's high altitude and the way to enjoy in the table. From history and around, to enjoy every there is something for everyone to enjoy - and more importantly, to remember about this... SACRED GROUND 12,007 FT ABOVE SEA LEVEL.

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Black Tooth Brewery Company



SECTION VI. | APPROACH

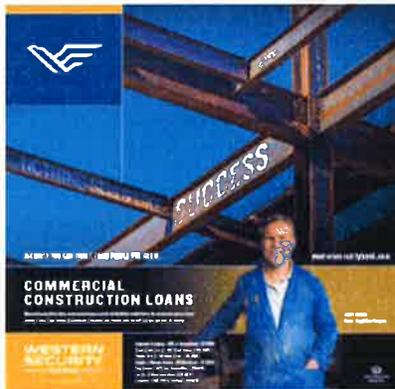
> BRAND IDENTITY AND PROMOTIONAL SAMPLES

Western Security Bank

Western Security enjoys a loyal following as a neighborhood bank that also has the strength to stand behind projects of any size. With our marketing, design, and advertising, we helped them focus on business loans as a way to distance themselves from the competition. Bold graphics and colors have been the foundation of their identity as we have evolved their brand over the years to keep them at the leading edge of lending.

Our Part

- Identity refresh
- Video production
- Positioning development
- Collateral design
- Campaign development
- Media placement
- Content development
- Copywriting
- Photography
- Event sponsorships
- Marketing strategy
- Environmental signage



Western Security Bank



SECURITY YOU CAN TRUST, FROM PEOPLE YOU KNOW.



SECTION VI. | APPROACH

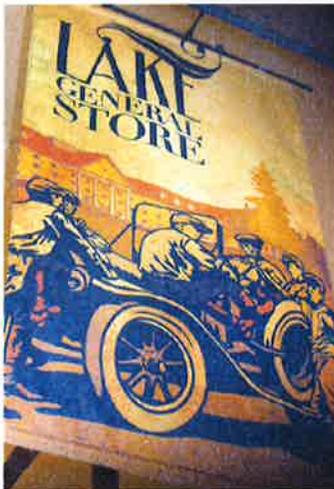
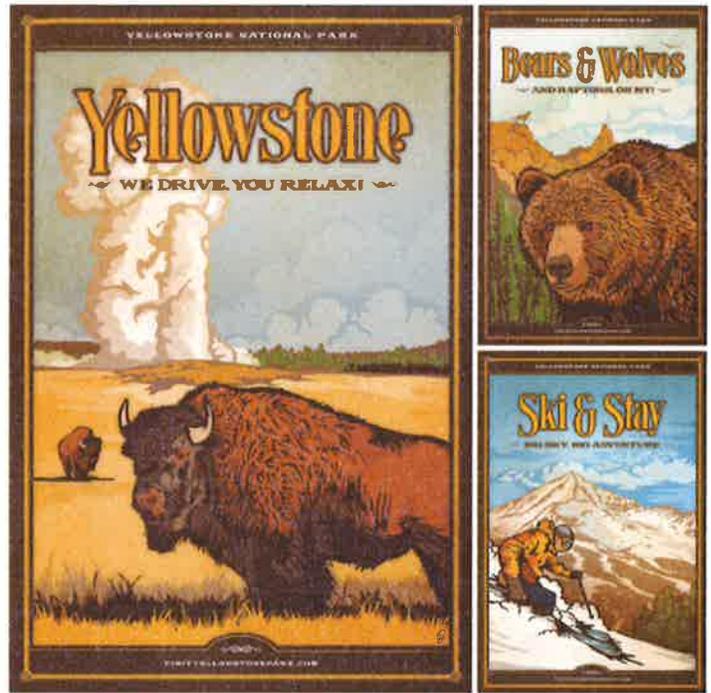
> BRAND IDENTITY AND PROMOTIONAL SAMPLES

Delaware North - Yellowstone

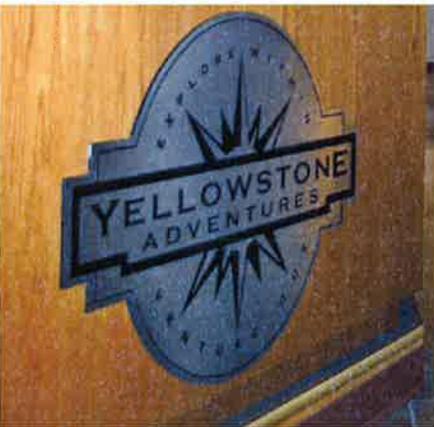
Yellowstone National Park is one of the most well-known brands in the country. Our team was tasked with developing new categories within the Yellowstone brand for commercial purposes on various new products in their cafe and retail stores. Our tension was to not visually compete with this iconic brand, but rather leverage its greatest assets to create new Yellowstone products that stand alone.

Our Part

- Identity development
- Positioning development
- Campaign development
- Conceptual design
- Photography
- Illustrations
- Event signage
- POS marketing
- Promotional assets
- Environmental signage



Delaware North - Yellowstone



SECTION IX. | BACKGROUND AND QUALIFICATIONS

> LIST OF CLIENTS

AJD Creative Group retains a fluid roster of over two hundred active clients a year. Our clients leverage our services for everything from one-time logo projects to multi-year, full marketing management on a retainer. This sample list of clientele should display our diverse range of industry work and varying client size. To protect the relationships and privacy of several of our clients we have limited this client list to our clients most relevant to the size & scope of this project from this current 2019 year.

Dakota West Credit Union	Rocky Mountain College
Big Sky Economic Development Authority	Alberta Air Theater
Valley Credit Union	Ebeltoft Sickler Lawyers PLLC
Western Security Bank	Range Telephone Cooperative
Peterbilt of Montana	Rocky Mountain Events Center LLC.
Rimrock	Kibler & Kirch
Williams Plumbing	Langlas & Associates
PayneWest Insurance	City of Billings
The Banks of Buffalo	Homestead Self Storage
Billings OBGYN	Traffic Technology Services, Inc.
Oakland & Company	Presidio Trust & Waterford Hotels & Inns
Stapleton 4 Governor	The Pollard Hotel
Pediatric Mental Health Access Program	Collaborative Design Architects
Jefferson County	Profitable Ideas Exchange
DNC at Yellowstone	Oftedal
Big Timber Construction Fasteners	Boys & Girls Club of Yellowstone County
ASI	Bar MT
Hawkin	Billings YMCA
CORE Dental	Montana Manufacturing Extension Center

SECTION VIII. | CONTACT REFERENCES

> SIMILAR PROJECT SCOPE

Amanda Skewis

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Communications Coordinator
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Bruce Binkowsky

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Events Coordinator
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Derek Zwickey

DELAWARE NORTH COMPANIES
Regional General Manager
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Kevin Ploehn

BILLINGS LOGAN INT'L AIRPORT
Director of Aviation and Transit
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ploehnk@ci.billings.mt.us

Juliet Jones

DAKOTA WEST CREDIT UNION
Marketing Coordinator
340 Main St. Watford City, ND 58854
Office: 701.444.6484
julietj@dakotawestcu.org

SECTION IX. | REFERENCES
> SAMPLE REBRAND | SHERIDAN

Sheridan
—... WYOMING ...—



Sheridan, Wyoming, is a hidden gem of a small town. Brimming with a welcoming personality, a healthy dose of western hospitality and a bounty of opportunities in and around the community, it deserved to be a bit less hidden away. Strong, emphatic copy and vibrant local imagery lend a voice to the story behind Sheridan. Our bold identity leads the way for a fresh look that also gives them the flexibility to brand for the future. This work was a joint project for Sheridan Economic Development, Sheridan Chamber of Commerce and Sheridan Travel and Tourism.



SECTION IX. | REFERENCES

> SAMPLE REBRAND | SHERIDAN



What services did you provide?

- Research
- Extraction
- Identity development
- Positioning development
- Collateral design
- Website & SEO
- Signage development
- Event display
- Advertising design

Why was this particular community an appropriate example for us?

- Although slightly smaller than Dodge City, Sheridan host similar offerings to tourism and business development.

What was successful and why?

- The town has fallen in love with this branding and Sheridan has since leveraged the new identity to secure new business relocating to Sheridan, with the most notable being international gun maker, Weatherby, Inc, who officially opening its doors in Sheridan in June of 2019.

What would you do different and why?

- Our team feels that this project was executed exactly as it was intended

How did you measure and report return on investment?

- This type of rebranding necessitates a slightly longer term ROI, and since our focus was tourism, ROI could be measured with state tourism tax receipts for travelers and out of town guests. In 2018, Sheridan saw \$115.8 million in travel spending receipts. This was a 2% increase YoY in overnight visitors and a 6.8% increase of additional travel spending from 2017.



SECTION IX. | REFERENCES
> SAMPLE REBRAND | VISIT BILLINGS



Billings, Montana, is at the heart of one of the biggest trade areas in the entire U.S. and enjoys a unique combination of urban convenience and welcoming, frontier spirit. As a hub for commerce, arts, culture, healthcare, services and outdoor recreation, Billings deserved a brand to bring it all into a strong focus. Believability, Differentiation, Relevance and Strategy – these are the core pillars we brought forward to match the inspiring creativity of the community and its people.



SECTION IX. | REFERENCES

> SAMPLE REBRAND | VISIT BILLINGS



What services did you provide?

- Research
- Extraction
- Identity development
- Positioning development
- Collateral design
- Website & SEO
- Social Media Management
- Signage development
- Event display
- Advertising design
- Media Planning
- Content Development
- Contests and Promotions
- Merchandise Design

Why was this particular community an appropriate example for us?

- Although much larger than Dodge City, our work with the Billings CVB affords our team to design a completely comprehensive brand identity to attract out of town guests to the City, just as desired in Dodge City.

What was successful and why?

- The branding defined Billings as Montana's Trailhead and the hub for a wide-range of local and regional opportunities. Inside of this larger effort, niche markets were defined specific to areas of interest and reason for travel with carefully crafted strategies and messaging applied to properly speak to these qualified travelers. A|D completed a memorable [three minute leisure video](#) comprised of all live footage showcasing Billings and the surrounding area supported by a local artist's music. In just five months, the video had amassed 90,000+ views. A|D also developed the "My Amazing Place" 2017 Spring Campaign, which won Marketing Campaign of the Year by The Governor's Conference on Tourism and Recreation in April 2018. From 2009-2018, we successfully launched 90+ campaigns and contributed to over 2.7 million page views from 2011 (when tracking was implemented)-2018 and successfully completed 1,029 projects.

What would you do different and why?

- Our team would have to pattern with other organizations for greater business development opportunities to the area through the campaign.

How did you measure and report return on investment?

- This type of rebranding necessitates a slightly longer term ROI, and since our focus was tourism, ROI was harder to measure for the state of Montana due to not collecting a sales tax reporting tourism specific purchases. In 2018 Yellowstone County ranked fourth after Missoula and Flathead counties with \$225 million in non-resident spending, an increase of 2.6 percent from previous year's outside spending.

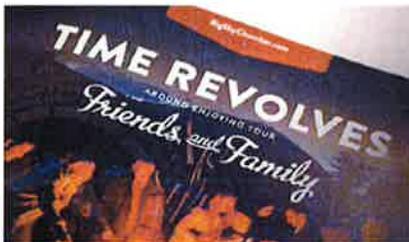


SECTION IX. | REFERENCES
 > SAMPLE REBRAND | BIG SKY



BIG * SKY
 M O N T A N A

The Big Sky Chamber of Commerce promotes local businesses beyond the majestic scenery they already enjoy as incentive to be part of this mountain community. Even a utopian getaway can use some help to focus their natural assets to the greatest benefit. Crafted around the western heritage and all-season recreation of this special location, the identity comes forward as a bold, inviting, approachable place where you want to spend some time.



SECTION IX. | REFERENCES
> SAMPLE REBRAND | BIG SKY



What services did you provide?

- Research
- Extraction
- Identity development
- Positioning development
- Collateral design
- Launch Strategy
- Brand Standards
- Environmental Wayfinding
- Entrance Feature Signage
- Merchandise Concepting

Why was this particular community an appropriate example for us?

- Although much smaller than Dodge City, Big Sky has seen huge growth in tourism recently and its beyond just their sky hill.

What was successful and why?

- The new brand developed by our team has created a city identity separate from the well-known ski resort that also carries the city's namesake. This affords the City of Big Sky to market itself for greater opportunities.

What would you do different and why?

- Another success story, our team struggles to find anything to change. But there is always more or missed opportunities to partner with additional organizations around the state for greater growth.

How did you measure and report return on investment?

- This type of rebranding necessitates a slightly longer term ROI, and since our focus was tourism ROI could be measured with City's tourism tax receipts for travelers and out of town guests. Over the past five years Big Sky's population has increased 3x more than Aspen, CO and Sun Valley, ID and 5x faster than Jackson Hole, WY. Gallatin County ranks #1 in non-resident spending across all of Montana, seeing 12.4M nonresident visitors and \$3.7B in Traveler spending across the state with 53,380 Jobs supported.



SECTION IX. | REFERENCES
> SAMPLE REBRAND | RED LODGE



Red Lodge is an all-season mountain town where visitors enjoy true western hospitality and extraordinary scenic beauty. Genuine and warm, without a hint of pretense, guests are treated to amazing recreation opportunities and a classic downtown that recalls another era. Positioned as the "Base Camp to the Beartooths," our branding matches the rugged, bold and adventurous spirit that makes Red Lodge and the surrounding wilderness so enticing.

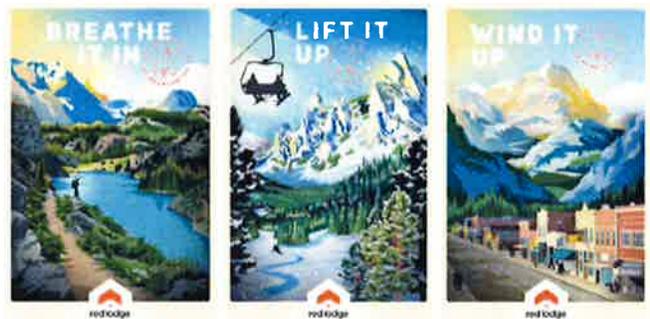
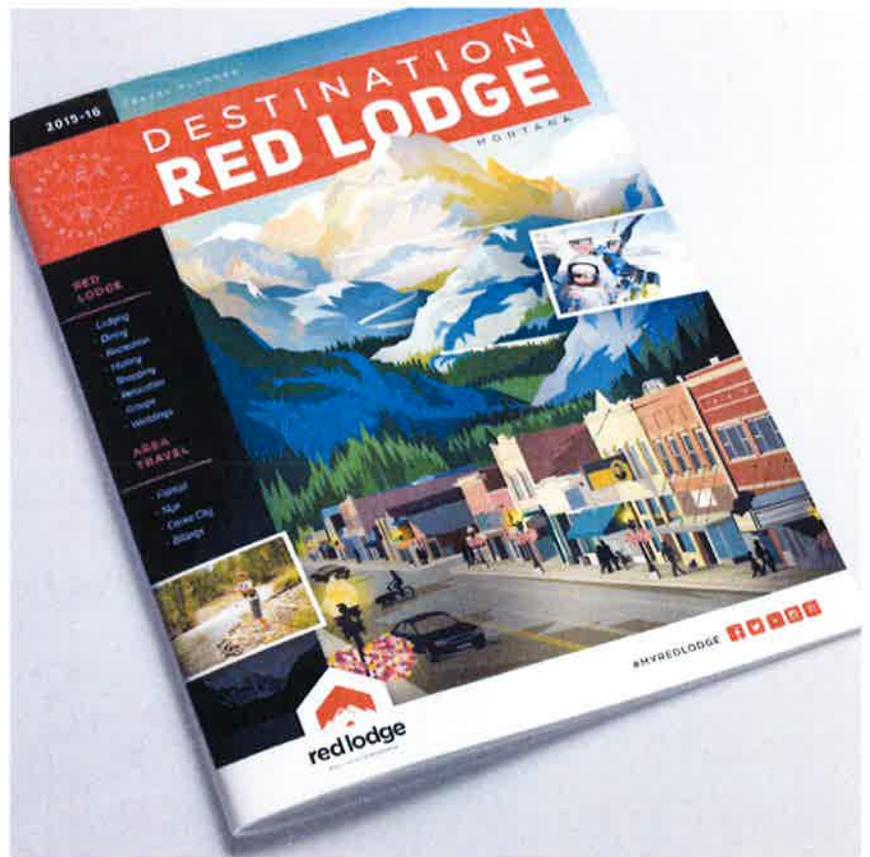


SECTION IX. | REFERENCES
> SAMPLE REBRAND | RED LODGE



What services did you provide?

- Research
- Extraction
- Identity development
- Positioning development
- Collateral design
- Launch Strategy
- Brand Standards
- Signage development
- Merchandise Concepting



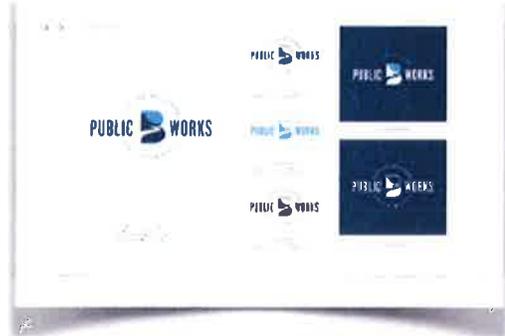
SECTION X | STYLE GUIDE

> SAMPLES



Billings Public Works

> Working for the Public : Public Works is the largest department within the City of Billings, employing more than 250 staff over 6 divisions. Our team supplied their department with a unique brand that incorporates elements from the City of Billings, while maintaining an identity that is as strong as the Public Works team itself.



[Click for the full PDF](#)



Red Lodge

> Access to Adventure : Red Lodge is an all-season mountain town where visitors enjoy true western hospitality and extraordinary scenic beauty. Positioned as the "Base Camp to the Beartooths," our branding matches the rugged, bold and adventurous spirit that makes Red Lodge and the surrounding wilderness so enticing.



[Click for the full PDF](#)



FOR THOSE WHO LOVE THE LAND

Montana Outdoor Legacy Foundation

> Keeping it Wild : This foundation supports conservation, education and access to ensure everyone can enjoy the great outdoors Montana is so famous for. Our branding for MOLT has a flexible diversity throughout the umbrella identity of matching the human to the outdoors to enhance any foundation endeavor



[Click for the full PDF](#)

SECTION XI. | ANSWERS

> QUESTIONS

WHAT EXPERIENCE DOES YOUR COMPANY HAVE ON THESE TYPES OF PROJECTS?

A|D Creative Group has 34 years experience performing at the highest level on multi-layered creative projects for a diverse mix of clientele. Since 1985, our award-winning creative has been welcomed by millions of people and seen in stores, on the road, in museums and airports, on the web, and throughout the media arts across the country. A|D Creative Group is fully equipped and highly experienced in executing the best design for branding organizations, businesses, and municipalities anywhere in the country.

Our portfolio speaks for our breadth of work on these types of projects and can be found at: <https://www.adcreativegroup.com/work.php> with links to in depth case studies for greater project detail. Specifically to our work with other municipalities, we have created brand identities for the town of Red Lodge, MT, the town of Big Sky, MT, the town of Sheridan, WY, and various branding work with the City of Billings, MT, as well as city economic development clients, such as Big Sky Economic Development, *Discover Jefferson County, MT, Go Heber Valley, UT, the Billings CVB for Visit Billings, MT, and the Casper CVB for Visit Casper, WY.*

We are confident that A|D has the resources, knowledge, and experience necessary to address the specific challenges and opportunities of developing the proper identity to attract businesses, residents, and tourists to Dodge City, as well as design the symbol of the City that will make all Dodge City residents proud.

WHO WILL BE THE PRIMARY CONTACT DURING THE PROJECT

Michael Peters will serve as managing team member and will be the main point of contact for this proposed design for the City of Dodge City brand identity. Michael will work with the City of Dodge City staff to establish a format of communication that best fits Dodge City's needs and will also lead the A|D team in setting the budget, timelines, and strategy for the branding process. Once work begins, Michael will be working closely with art director, Kevin Meyer to oversee the individual efforts of the A|D team. Their roles together will ensure the overarching brand consistency is met inside of each component to the project and that all deliverables arrive on time and on budget. Any changes to the scope of this project will be estimated and approved by the Dodge City CVB before proceeding.

HOW WILL REVISIONS TO THE LOGO OR STYLE GUIDE BE HANDLED BEFORE AND AFTER ADOPTION?

A|D Creative Group realizes the continued need for updates, edits, and modifications to a design, even after its been fully adopted. During the design phase, A|D will be working so closely with the City of Dodge City, that any changes needed will be communicated rapidly and addressed timely in order to reach three-four final concept proofs for the Dodge City CVB to choose.

After the adoption of the final concepts by the Dodge City CVB but before the final brand standards are delivered is a critical time. This is when the City will typically evaluate how the brand will be used throughout the City and if it's current form will accommodate the various uses. Our team is prepared, during this phase, to make as many adjustments as necessary to deliver a final brand identity and style guide with the brand's various uses and sub-brands included.

Once the Dodge City CVB has approved and adopted the final brand standards which includes it's various uses and sub-brands, our team will deliver final art files to the the City of Dodge City. Any edits or changes needed to the newly adopted brand identity for the City of Dodge City after the close of the project on February 28th will be addressed using our standard hourly rates.

SECTION XII. | PROJECT SCHEDULE

> START | FINISH

A|D Creative Group will perform the required services within the following timeline :

RESEARCH AND BRAND BOOTCAMP :

[Week of January 22nd]

DESIGN OF 3-4 PRIMARY LOGO BRANDMARK CONCEPTS :

[Week of January 27th]

PRESENTATION AND APPROVAL OF SINGLE CONCEPT :

[February 5th]

ASSOCIATED SUB-BRANDS :

[Week of February 10th]

BRAND COLOR PALETTE :

[Week of February 10th]

TYPOGRAPHY :

[Week of February 10th]

PHOTOGRAPHY USE :

[Week of February 17th]

BRAND DIGITAL ASSETS :

[Week of February 17th]

BRAND STYLE GUIDE :

[Week of February 24th]

PRESENTATION AND APPROVAL OF FULL BRAND STANDARDS :

[February 28th]

PRESS RELEASE :

[March 2nd]

BUSINESS COLLATERAL :

[Week of March 2nd]

INFORMATIVE & DIGITAL COLLATERAL :

[Week of March 9th]

FINAL DELIVERY OF ALL ASSETS :

[March 13th]

SECTION XIII. | PRICING

> BRAND DEVELOPMENT

2019 Rate Schedule

- <i>Graphic Design</i>	<i>\$145 per hour</i>
- <i>Web Design/Development</i>	<i>\$145 per hour</i>
- <i>Client Alterations</i>	<i>\$125 per hour</i>
- <i>Client/Project Coordination</i>	<i>\$125 per hour</i>
- <i>Creative Art Direction</i>	<i>\$145 per hour</i>
- <i>Database Design/Integration</i>	<i>\$145 per hour</i>
- <i>Marketing Strategy</i>	<i>\$145 per hour</i>
- <i>Media Buying</i>	<i>\$145 per hour</i>
- <i>Illustrations</i>	<i>\$165 per hour</i>
- <i>Digital Image Enhancement</i>	<i>\$165 per hour</i>
- <i>Video Editing</i>	<i>\$165 per hour</i>
- <i>File Preparation</i>	<i>\$95 per hour</i>
- <i>Copywriting and/or Editing</i>	<i>\$145 per hour</i>
- <i>Photo Research/Selection</i>	<i>\$125 per hour</i>
- <i>Proofreading</i>	<i>\$95 per hour</i>
- <i>Market Research</i>	<i>\$125 per hour</i>
- <i>Public Relations</i>	<i>\$145 per hour</i>
- <i>Project Management</i>	<i>\$125 per hour</i>
- <i>Administrative Support</i>	<i>\$95 per hour</i>
- <i>Location Photography</i>	<i>\$145 per hour</i>
- <i>Digital Photo Scans</i>	<i>\$25 - \$40 each</i>
- <i>Stock Photography (AD Library Only)</i>	<i>\$95 per image</i>
- <i>Outside Stock Photography</i>	<i>\$25 per image</i>
- <i>Original Photography</i>	<i>To be determined</i>
- <i>Printed Proofs</i>	<i>\$18 per page</i>
- <i>Travel Expenses</i>	<i>At Cost</i>
- <i>Travel Time</i>	<i>\$125 per hour</i>
- <i>Per Diem</i>	<i>At Cost x1.15</i>
- <i>Mileage</i>	<i>At Cost x1.15</i>

SECTION XIII. | PRICING

> BRAND DEVELOPMENT

Brand Bootcamp and Strategic Planning Session

Brand Positioning Research	\$1,250.00
Meeting Time (3 hours x 3 A D staff members @ \$125/hour)	\$1,125.00
Project Management	\$425.00
TOTAL	\$2,800.00

Primary Brand Logo Concepts

Ideation and Internal Creative Session	\$625.00
Design 3-4 Logo Concepts	\$2,900.00
Tag Line Development	\$750.00
Project Management	\$500.00
TOTAL	\$4,775.00

Full Brand Standards

Supporting Brand Elements and Sub-Brands of Primary Logo	\$2,030.00
Develop Typography Set	\$870.00
Establish Brand Color Palette	\$580.00
Outline Photography & Videography Use	\$362.00
Criteria of Permitted and Not Permitted Use	\$725.00
Establish the Brand Voice & Tone	\$580.00
Create a Favicon	\$435.00
Project Management	\$1,875.00
TOTAL	\$7,457.00

SECTION XIII. | PRICING

> BRAND DEVELOPMENT

Business Collateral

Business Card Front/Back and Email Signature	\$1,160.00
Letterhead & Envelope	\$870.00
City Name Badge	\$1,015.00
Project Management	\$875.00
TOTAL	\$3,920.00

Promotional Collateral

Brochure Cover Template	\$1,885.00
Social Media Assets. (Headers & Profile Covers)	\$1,740.00
Write Promotional Jingle	\$1,000.00
Press Release	N/A
Project Management	\$1,125.00
TOTAL	\$5,750.00

Brand Bootcamp and Strategic Planning Session	\$2,800.00
Primary Brand Logo Concepts	\$4,775.00
Full Brand Standards & Style Guide	\$7,457.00
Business Collateral	\$3,920.00
Promotional Collateral	\$5,750.00
TOTAL	\$24,702.00

Total Brand Identity Project \$24,702.00