

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, October 17, 2022

7:00 p.m.

MEETING #5228

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Rev. Jerre Nolte of First Methodist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Considering the Establishment of a Rural Housing Incentive District and Adoption of the Plan (Iron Flats I)

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Extra Mile Proclamation

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).

Great Plains Development Update

Safety Spotlight Awardees

Make a Difference Day Presentation

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 3, 2022.
2. Appropriation Ordinance No.19, October 19, 2022.
3. Cereal Malt Beverage License:
 - a. El Rey de Copas, 112 W. Wyatt Earp Blvd.

4. Approval of Change Order #1 for Comanche Street Waterline Replacement.
5. Approval of Convention and Visitors Bureau Advisory Board Vacant Position.

ORDINANCES & RESOLUTIONS

Resolution No. 2022-39: A Resolution of the Governing Body of the City of Dodge City, Kansas Giving Notice of a Public Hearing on the Advisability of Creating a Community Improvement District.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Kansas Department of Transportation Alternative Funding Rewards. Report by Daniel Cecil, Director of Parks & Facilities and Nick Hernandez, City Manager.
2. Approval of Retail Market Analysis & Recruitment Services. Report by City Manager, Nick Hernandez.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

EXTRA MILE DAY

WHEREAS, Dodge City, Kansas, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Dodge City, Kansas, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Dodge City, Kansas, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Dodge City, Kansas, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2022.

NOW THEREFORE, I, E Kent Smoll, Mayor of City of Dodge City do hereby proclaim November 1, 2022, to be:

Extra Mile Day

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Dodge City to be affixed, this 17th day of October 2022.

Mayor

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 3, 2022

7:00 p.m.

MEETING #5227

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL Mayor Kent Smoll, Commissioners Rick Sowers, Chuck Taylor, Michael Burns, Joseph Nuci

INVOCATION BY Rev. Jerre Nolte of First Methodist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Kent Smoll moved to add New Business #5 for approval of Sale of real estate property x 2 and add an executive session after staff reports. Commissioner Michael Burns made a motion to amend the agenda with the changes. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, September 19, 2022.
2. Approval of City Commission Meeting Minutes, September 19, 2022.
3. Approval of City Commission Work Session Minutes, September 26, 2022.
4. Approval of Special City Commission Meeting Minutes, September 26, 2022.
5. Appropriation Ordinance No.18, October 3, 2022.
6. Cereal Malt Beverage License:
 - a. Mariscos Nayarit Restaurant. 509 N. 2nd Avenue.

Commissioner Chuck Taylor moved to accept the consent calendar as presented. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3784: An Ordinance of the City of Dodge City, Kansas amending the official zoning map of the City, changing the property located on a tract of land in Lot 1, Block 2 Final Plat of Church Subdivision, from AG Agricultural to R-3 Residential Higher Density. Was approved on a motion by Commissioner Rick Sower. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

Resolution No. 2022-38: A Resolution making certain findings and determinations as to the need for housing within the city of Dodge City, Kansas and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the City was approved on a motion by Commissioner Michael Burns. Commissioner Joseph seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Joseph Nuci moved to approve the purchase of 624 Trash Carts from Toter Inc. in the amount off \$37,998. Commissioner Michael Burns seconded the motion. The motion carried unanimously.
2. Commissioner Chuck Taylor moved to approve the proposal from UCI in the amount of \$98,500 to repair the erosion under the concrete slope paving on facultative cell #. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
3. Commissioner Michal Burns moved to approve the Dodge City Industrial Park, Tract 5 Plat. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.
4. Commissioner Rick Sowers moved to table the Community Facility Advisory Board (CFAB) recommendations for a Marketing/Media Specialist for Why Not Dodge Projects. Commissioner Michael Burns seconded the motion. The motion carried unanimously.
5. Commissioner Michael Burns moved to approval the sale of city property at 716 Military Avenue to Mr. Rodriguez in the amount of \$129.995. Commissioner Chuck Taylor seconded the motion. Motion carried unanimously.

Commissioner Joseph Nuci asked to abstain himself from voting on the Crawford Avenue property sale.

Commissioner Michael Burns moved to approval the sale of city property lots at Crawford Avenue to JDJ Investments Inc. in the amount of \$100,000. Commissioner Chuck Taylor seconded the motion. Motion carried 4 – 0 with Commissioner Nuci recusing.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

At 7:34 Commissioner Chuck Taylor moved to recess into executive session pursuant to the “personnel matters of nonelected personnel” exception found in K.S.A. 75-4319(b)(1). The justification for closing the meeting is to protect the privacies of the individuals to be discussed. The meeting will resume in the City Commission Chamber in 5 minutes at 7:39 p.m. The meeting will include Commissioners, City Manager, Nick Hernandez. The Commissioners will not take action upon returning to open session and prior to adjournment. Commissioner Kent Smoll made a motion and Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: October 17, 2022
Subject: Change Order #1, Comanche St. Waterline Replacement, ST 2105
Agenda Item: Consent Calendar

Purpose: Finalize the waterline replacement portion of the Comanche St. Reconstruction Project.

Recommendation: Approve Change Order #1 for the waterline replacement portion of the Comanche St. Reconstruction Project an increase in the amount of \$13,052.50.

Background: At the August 15, 2022 Commission Meeting, the Commission approved the replacement of the waterline along Comanche St. that was under reconstruction. This portion of the project has been completed. The Items shown on the Change Order were adjusted from the Quote from Building Solutions for the replacement of the waterline. The biggest cost item on the Change Order was the removal of 420 L.F. of the existing 12" line. It was originally anticipated the original line would be left in place. However, due to conflict with other utilizes a, the new waterline had to be placed in the same location as the original waterline. The other items that were increased were some pipe length of pipe, this was needed to make the connection to the existing waterline.

City Commission Options:

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

Financial Considerations: Change Order #1 is for an increase of \$13,052.50. Funding will be from the Water Fund.

Amount \$: \$13,052.50

Fund: 510410 00442008

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the Change Order from Building Solutions, LLC, Inc., the contract dollar amount will be amended.

Mission/Values: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Attachments: Change Order #1

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Memorandum

To: City Commission and City Manager Nick Hernandez
From: Assistant City Manager/Public Affairs, Melissa McCoy
Date: 10-17-2022
Subject: Convention and Visitors Bureau Advisory Board - Vacant Position
Agenda Item: Consent Calendar

Recommendation: Staff recommends the appointment of Sheri Cook to fill a vacancy on the Convention and Visitors Bureau (CVB) Advisory Board.

Background: The CVB Advisory Board has two open vacancies (At Large and Hotel/Restaurant/Hospitality) due to not receiving enough applications during the open call for advisory boards and commissions as well as a recent resignation.

Justification: The appointment of Sheri Cook will bring the CVB closer to a full board and fill the Hotel/Restaurant/Hospitality category.

Financial Considerations: None.

Purpose/Mission: Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None.

Attachments: Application



APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Sheri Cook OCCUPATION: CO-owner Dodge City
 ADDRESS: 301 Campus Dr. TELEPHONE: 620 371-3999 DCB Brewing
 E-MAIL: sheri.cook@dodgecitybrewing.com 620 2270771 home

Advisory Board(s) you wish to be considered for (if seeking appointment to the Convention and Visitors Bureau Advisory Board, please state the appropriate sector you belong to: At-Large/Local Business, Attraction, or Hotel/Motel/Restaurant):

Convention & Visitors Bureau Advisory Board
Hotel/Motel/Restaurant

Tell us about your educational background:

| School | Dates Attended | Major |
|---------------------------------|------------------|-------------|
| <u>DCHS</u> | <u>71-74</u> | |
| <u>DCCC</u> | <u>74-76</u> | |
| <u>St Mary of the Plains</u> | <u>76-78</u> | |
| <u>Wichita State University</u> | <u>grad 1995</u> | <u>M.Ed</u> |

Work history:

| Job and Title | Dates of Employment |
|--|------------------------|
| <u>Wichita Public Schools teacher -retired</u> | |
| <u>DC Public Schools teacher</u> | <u>a long time ago</u> |



To the best of your knowledge, would the appointment of you to the advisory board(s) listed above for consideration create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

I don't think so. IF there is a conflict I will excuse myself from the discussion.

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

DCCC Foundation board - oversee foundation activities - help raise funds for foundation/scholarships
DC 150 committee
Tourism committee

Tell us about other qualifications you have which you feel qualify you for an appointment.

I have an interest in Dodge City tourism/history. I've lived here the majority of my life. I want/enjoy DC's successes. It's fun being in a tourist town full of history.

Signature: J. Cole Date: 10/5/22

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880. Fax: 620-225-8144.

E-mail: abbeym@dodgecity.org.

Thank you for your interest!



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: October 12, 2022

Subject: Resolution 2022-39

Agenda Item: Ordinances and Resolutions

Purpose: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district is the only amount reimbursed to the developer.

Recommendation: City staff recommends approving Resolution 2022-39 authorizing the public hearing to create a community improvement district.

Background: Miguel Esparza is submitting a petition to the create the Casa Mariachi Community Improvement District and authorize the proposed CID project. The petition is to add a 2% sales tax at the location of 2303 W. Wyatt Earp (former Bad Habits location). There are plans to make improvements at the location to ready the building for a new upscale Mexican restaurant. The estimated cost of the improvements is \$1,191,700. The petition is on file in my office and is an exhibit to the Resolution. The resolution sets a public hearing for November 21, 2022, and provides for notice of the public hearing. The resolution also restates the general nature of the proposed project, the estimated cost of the project, the proposed methods of financing, and a proposed 2% CID sales tax.

City Commission Options:

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

Financial Considerations: None

Amount \$: None

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: All legal considerations are satisfied with the Resolution.

Mission/Values: We value progress and business growth for the community's future.

Attachments: Resolution 2022-39 and Petition.

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

RESOLUTION NO. 2022-39

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

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

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

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

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

Section 1. Time and Place of Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City of Dodge City, Kansas to consider the advisability of creating a community improvement district as described in the Petition on November 21st at City Hall, located at 806 N. Second Avenue, Dodge City, Kansas, the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on the foregoing matters.

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

Section 3. The Estimated Cost of the Project. The estimated cost of the proposed project is one million one hundred ninety-one thousand seven hundred dollars (\$1,191,700)

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

Section 5. The Proposed Amount of Community Improvement District Sales Tax. A two percent (2%) community improvement district sales tax is proposed to be levied within the proposed community improvement district in accordance with the Act on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district.

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

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

(a) A copy of this resolution must be mailed by United States certified mail, return-receipt requested, at least ten (10) days prior to November 21st, to each owner of real property within the proposed community improvement district.

(b) This resolution, including all exhibits attached hereto, must be published in the official City newspaper once each week for two (2) consecutive weeks; the second publication must occur at least seven (7) days prior to November 21st.

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

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 17th day of October, 2022.

Mayor

Attest:

Connie Marquez, City Clerk

Brad Ralph, City Attorney

EXHIBIT A

Community Improvement District Petition

[Petition on file with City Clerk]

EXHIBIT B

Proposed Project

The general nature of the proposed projects (the "**Projects**") is to promote the development of a new tenant for Space #3 at Village Square Mall (the former "Gordmans" space) and to do additional improvements to Village Square Mall including a new Pylon sign, parking lot improvements, infrastructure repairs, and other various improvements to the property. The renovation of space #3 would consist of meeting new tenant requirements to accommodate a new tenant. This would be accomplished by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure-related items, parking lot work, tenant improvements, utilities, lighting, signage, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT C

Legal Description

Lot 1

Part of Lot 1 and Lot 2, Block 1, The Village Square Subdivision, City of Dodge City, Ford County, Kansas being more particularly described as follows: Beginning of the Northwest corner of said Lot 1 the Village Square Subdivision, thence South 85°45'18" East, 629.11 feet along the North line of said Lots 1 and 2; thence South 1°41'26" West, 398.41 feet; thence South 88°37'57" East, 199.40 feet to a point on the East line of said Lot 1, The Village Square Subdivision, thence South 1°17'49" West, 38.34 feet along said East line; thence South 25°24'07" East, 27.54 feet along said East line; thence South 1°31'19" West, 465.26 along said East line; thence North 88°16'19" West, 200.00 feet; thence South 1°31'19" West, 69.92; thence North 88°31'51" West, 79.06 feet; thence South 0°45'48" West, 15.83 feet; thence North 88°05'09" West, 55.00 feet; thence South 1°33'11" West, 214.10 feet to a point on the South line of said Lot 1, The Village Square Subdivision; thence North 88°16'55" West, 480.78 feet along said South line to a point being the SW corner of said Lot 1; thence North 0°24'07" East, 1253.34 feet along the West line of said Lot 1 to the point of beginning.

Lot 2

Part of Lot 1 and Lot 2, Block 1, The Village Square Subdivision, City of Dodge City, Ford County, Kansas, being more particularly described as follows: Beginning at the Northeast corner of said Lot 2; thence South 1°17'49" West, 360.77 feet along the East line of said Lots 2 and 1; thence North 88°37'57" West, 199.40 feet; thence North 1°41'26" East, 398.41 feet to a point on the North line

of said Lot 2; thence South $85^{\circ}45'18''$ East, 109.69 feet along said North line, thence South $68^{\circ}23'53''$ East, 92.89 feet along said North line to the point of beginning.

EXHIBIT D
Map

PETITION FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Dodge City, Kansas

The undersigned, being the owner of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

Hereby petitions the City of Dodge City, Kansas (the "City") to create a community improvement district and authorize the proposed projects hereinafter set forth, all in the manner provided by K.S.A. 12-6a26, et seq. (the "Act"). In furtherance of such request, the petitioner states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map generally depicting the proposed community improvement district (the "District") is attached hereto as EXHIBIT "A".

The legal description of the District is attached hereto as EXHIBIT "B"

2. GENERAL NATURE OF THE PROJECTS:

The general nature of the proposed projects (the "Projects") is to promote the renovation of a commercial building, as is more particularly described herein, by providing community improvement district financing in accordance with this Petition and with the Act to finance the renovation, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, parking lots, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and petitioner's administrative costs in establishing and maintain the District, and any other items permitted to be financed within the District under the Act.

3. ESTIMATED COST

The estimated or probable cost of the project is \$1,191,700. See the attached EXHIBIT "C"

4. PROPOSED METHOD OF FINANCING

It is proposed that the Project be financed through private equity, private debt, and community improvement district financing. It is proposed that community improvement district revenue will

be made available to finance the cost of the Projects through pay-as-you-go financing, as defined in the Act.

5. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

It is not being proposed that the Projects be financed through the levying of assessments.

6. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Projects be financed in part through the levying of a 2% add-on sales tax as authorized by the Act with such add-on sales tax to commence on January 1, 2023, or any other effective date requested by the petitioner in writing

7. NOTICE TO PETITION SIGNATORY

Names may not be withdrawn from this Petition by the signatory hereto after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite its signature below:

Miguel Esparza

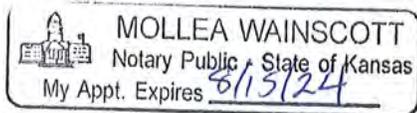
By: Miguel Esparza

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Ford) ss.

Be it remembered that on this 10 day of October, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Miguel Esparza to me personally known, who being by me duly sworn did say they are the Members of said Casa Mariachi LLC and that said instrument was signed and delivered on behalf of said company and that said Members acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.



[Signature]
Ford, Kansas
Notary Public in and for said County and State

My Commission Expires:

8/15/24



EXHIBIT B

Casa Mariachi LLC Legal Description

The East 100 feet of the West 132.8 feet and the West 130 feet of the East 150 feet of Tract 3, Myers Tracts, Dodge City, Ford County, Kansas, Excluding the North 10 Feet thereof for road right-of-way.

EXHIBIT "C"

Casa Mariachi LLC Estimated Probable Cost of Project

-Hard Costs-

| | |
|---------------------------|------------------|
| Real property acquisition | \$ 735,000 |
| Site work | \$ 12,000 |
| Buildout cost | \$ 85,000 |
| Equipment | \$ 95,000 |
| Signage | \$ 35,000 |
| Landscaping | \$ 8,000 |
| Subtotal | \$960,000 |

-Soft Costs-

| | |
|-------------------------------|------------------|
| Architectural and Engineering | \$ 3,500 |
| Surveying | \$ 1,200 |
| Projects management | \$ 20,000 |
| Permits | \$ 6,000 |
| Legal miscellaneous | \$ 31,000 |
| Subtotal | \$ 61,700 |

-Ongoing Expenses-

| | |
|--|------------|
| Improvement, Administration & Maintenance—22 years | \$ 200,000 |
|--|------------|

| | |
|-------------------|------------|
| Hard Costs: | \$ 930,000 |
| Soft Costs: | \$ 61,700 |
| Ongoing Expenses: | \$ 200,000 |

Total Project: \$ 1,191,700

The general nature of the project is to open an upscale Mexican restaurant, (Casa Mariachi), serving a variety of dishes and offering a full-service bar. The company owns four other restaurants in Garden City, KS – Goodland, KS – Burlington, CO – McCook, NE. They have been in business for twelve years, making this their fifth location. Located on West Wyatt Earp Blvd. providing more dining options for locals and visitors alike.

We own 4 other restaurants throughout Kansas and Nebraska, we also have our own internal funds. We secured a loan through Bank Seven out of Montezuma, KS in the amount of \$735,000 for the purchase of the building.



Memorandum

To: City Commission

From: Director of Parks and Facilities, Daniel Cecil, and City Manager Nick Hernandez

Date: October 17, 2022

Subject: KDOT Transportation Alternative Funding Awards

Agenda Item: New Business

Purpose: Recommend approval of the required local share, and Engineering/Inspections in the amount of 1,221,050 for the Kansas Department of Transportation (KDOT) Transportation Alternatives (TA) awards for the South Dodge Walking Trail and the Gunsmoke Trail Comanche extension for federal fiscal years 2023-2024. In addition, authorize the City Manager to sign City/State agreement following legal counsel review.

Background: At the May 2 meeting, the Commission approved Resolution No. 2022-15 and Resolution No. 2022-16 declaring the eligibility of the City of Dodge City, Kansas to submit two applications to the Kansas Department of Transportation for use of Transportation Alternatives funds for the South Dodge Walking Trail and the Gunsmoke Trail-Comanche Extension.

On October 6, KDOT announced that both applications were approved for 80% Federal TA awards. Dodge City was the only city in Southwest Kansas to be awarded funding and one of only two cities in the state to receive two grants. This was the full amount for the requests that was submitted for both projects.

Justification: The City has completed three previous TA projects that provided for the construction of four miles of 10' wide paved bicycle/pedestrian trail. The system has enjoyed substantial use by the public and on any given day, many residents can be found walking the trail and enjoying the benefits of healthy exercise and social interaction in a safe environment.

These projects significantly expand the reach of the City's existing trail system. They provide capacity into areas currently not served by the trails system and connect new neighborhoods to the downtown core area and the north Central business area.

City Commission Options:

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

Financial Considerations:

The total amount of current KDOT TA grant funding for both projects is \$2,570,630. (South Trail-\$1,697,854), (Comanche Trail- \$872,776)

- City's Estimated Cost Share for Construction - \$642,658 (South Trail- \$424,464), (Comanche Trail- \$218,194)

- City's Estimated Engineering & Inspections - \$578,392, (South Trail- \$382,017), (Comanche Trail-\$196,375)
The design engineering and inspections is estimated at 18% of the project costs which is not eligible for the grant awards.
- Estimated City Cost - \$1,221,050 (South Trail-\$896,481), (Comanche Trail- \$414,569)
- Total Project Cost including TA funds and City Funds: \$3,797,680

The Finance Director recommends issuing debt for the funding match for the two projects. In addition, the City has also applied for a T-Mobile Hometown grant to assist with \$50,000 in matching funds. This grant was due September 1 and staff is awaiting notification on the funding award.

Legal Considerations: Legal counsel will review the City/State grant once received by KDOT.

Mission/Values: The extension of the bicycle/pedestrian paths into South Dodge and the extension of the Gunsmoke Trail-Comanche Extension meets Dodge City's core values of ongoing improvement and making Dodge City the best place to be.

Attachments:

KDOT Transportation Alternatives Grant Award-South Dodge Walking Trail
KDOT Transportation Alternatives Grant Award- Gunsmoke Trail-Comanche Extension
Overview map of the KDOT TA Trail extensions

Approved for the Agenda by:



Nickolaus J. Hernandez
City Manager



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Interim Secretary
Michael J. Moriarty, Chief

Phone: 785-296-3841
Fax: 785-296-8168
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

July 29, 2022

Melissa McCoy
melissaam@dodgecity.org
City of Dodge City
PO Box 880
Dodge City, KS 67801
620-225-8100

Re: KDOT Transportation Alternatives Award for Federal Fiscal Years 2023-24

Dear Ms. McCoy,

I am pleased to inform you that your project is selected to receive federal funds and will be included in our state's Transportation Alternatives (TA) Program.

| Project Title | Estimated Total Construction/CE Costs | Federal TA Award (80%) | Local Share (20%) |
|---------------------------|---------------------------------------|------------------------|-------------------|
| South Dodge Walking Trail | \$2,122,318 | \$1,697,854 | \$424,464 |

The project referenced above is selected to receive a federal award of **\$1,697,854** and is expected to aid in the completion of “**South Dodge Walking Trail**” as proposed in your project application with the following considerations:

- Begin work on identifying permitting needs for the bridge as soon as possible
- Communicate early and often with railroad

Based on an 80:20 matching ratio to participating costs, it is estimated that the City 20% match on participating items will be approximately \$424,464.

You are now encouraged to immediately begin work on the following items:

- Project consultant selection, PE and Design work
- Request for Project Form 1302 – complete, sign, and submit
- DUNS number and SAM registration updates and confirmation – save screenshots or confirmation emails to submit
- KDOT Info Sheet – complete and submit

Please submit all items listed above to Jenny.Kramer@ks.gov to add to your project file. Once you submit your Form 1302, we will program your project, assign a KDOT Project Number, and begin drafting a City/State Agreement which you will later receive for review and signatures.

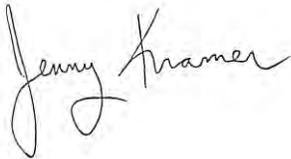
Please remember that you are 100% financially responsible for the following items:

- 20% local cash match on participating items (construction and CE)
- Preliminary Engineering (PE) and Design
- Right-of-Way
- Utilities
- Other non-participating items

If you have any questions, please feel free to contact me by email at Jenny.Kramer@ks.gov or by phone at 785-296-5186. A paper copy of this letter will be sent via mail for your records.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Jenny Kramer". The signature is written in a cursive style with a large initial "J" and "K".

Jenny Kramer
Bicycle & Pedestrian Coordinator
Bureau of Transportation Planning
Kansas Department of Transportation
700 SW Harrison Street
Topeka, KS 66603
Phone: 785-296-5186
Email: Jenny.Kramer@ks.gov



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Interim Secretary
Michael J. Moriarty, Chief

Department of Transportation
Bureau of Transportation and Planning

Phone: 785-296-3841
Fax: 785-296-8168
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

July 29, 2022

Melissa McCoy
melissaam@dodgecity.org
City of Dodge City
PO Box 880
Dodge City, KS 67801
620-225-8100

Re: KDOT Transportation Alternatives Award for Federal Fiscal Years 2023-24

Dear Ms. McCoy,

I am pleased to inform you that your project is selected to receive federal funds and will be included in our state's Transportation Alternatives (TA) Program.

| Project Titles | Estimated Total Construction/CE Costs | Federal TA Award (80%) | Local Share (20%) |
|-------------------------|---------------------------------------|------------------------|-------------------|
| Comanche Bike/Ped Trail | \$1,090,970 | \$872,776 | \$218,194 |

The project referenced above is selected to receive a federal award of **\$872,776** and is expected to aid in the completion of “**Comanche Bike/Ped Trail**” as proposed in your project application. Based on an 80:20 matching ratio to participating costs, it is estimated that the City 20% match on participating items will be approximately \$218,194.

You are now encouraged to immediately begin work on the following items:

- Project consultant selection, PE and Design work
- Request for Project Form 1302 – complete, sign, and submit
- DUNS number and SAM registration updates and confirmation – save screenshots or confirmation emails to submit
- KDOT Info Sheet – complete and submit

Please submit all items listed above to Jenny.Kramer@ks.gov to add to your project file. Once you submit your Form 1302, we will program your project, assign a KDOT Project Number, and begin drafting a City/State Agreement which you will later receive for review and signatures.

Please remember that you are 100% financially responsible for the following items:

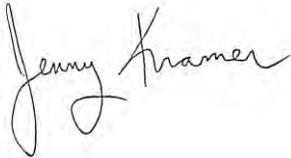
- 20% local cash match on participating items (construction and CE)
- Preliminary Engineering (PE) and Design
- Right-of-Way
- Utilities

- Other non-participating items

If you have any questions, please feel free to contact me by email at Jenny.Kramer@ks.gov or by phone at 785-296-5186. A paper copy of this letter will be sent via mail for your records.

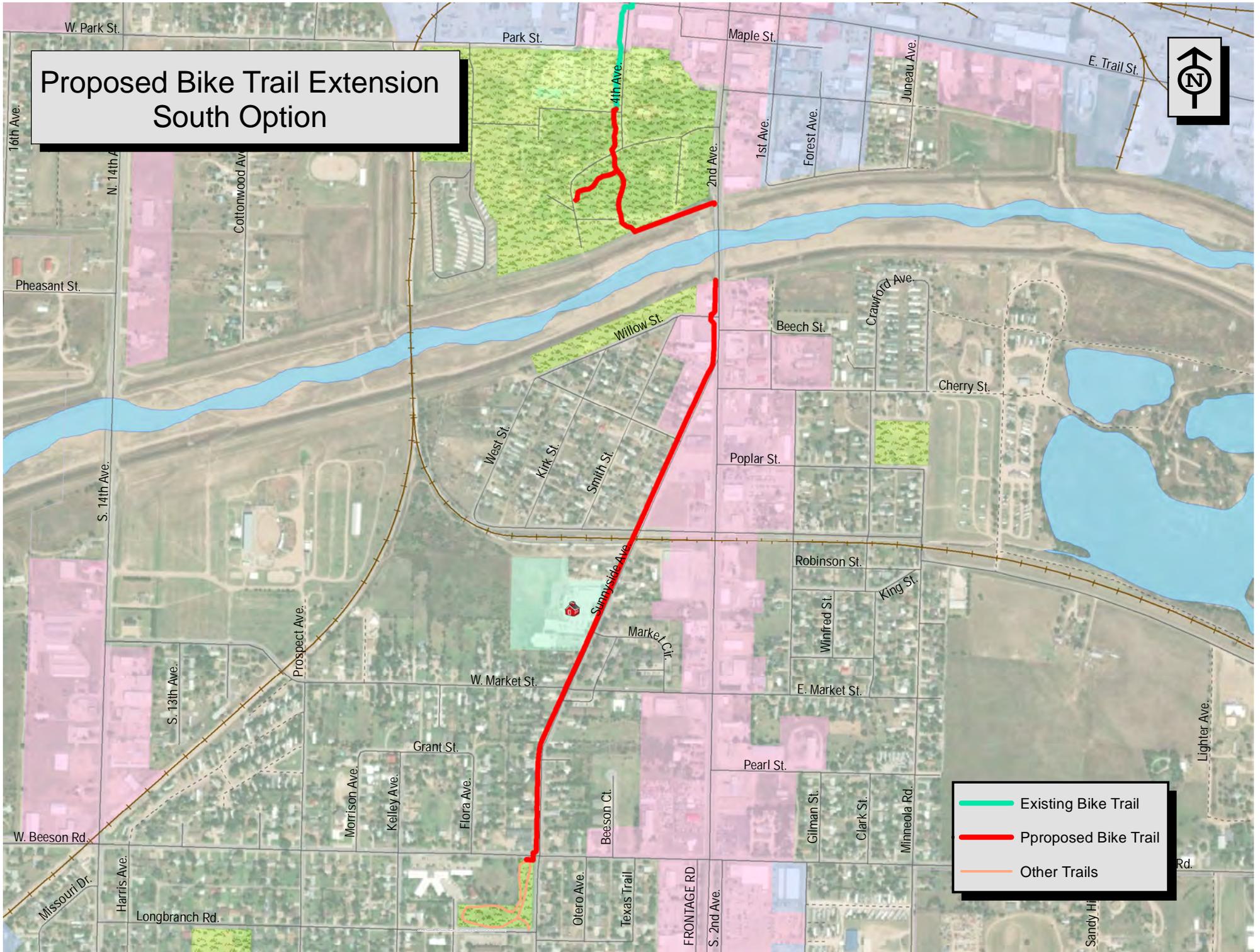
We look forward to working with you on this project.

Sincerely,

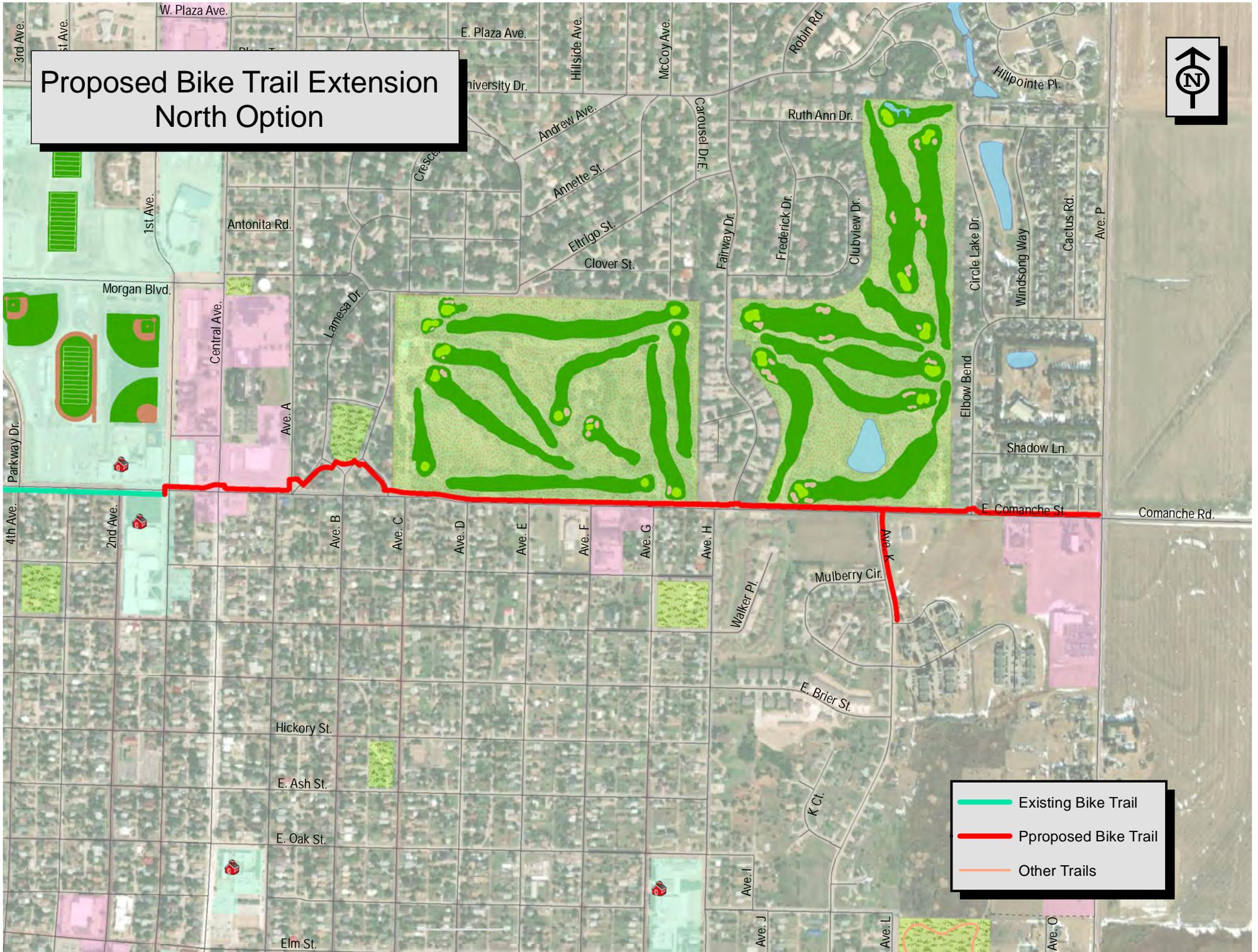
A handwritten signature in cursive script that reads "Jenny Kramer". The signature is written in black ink and is positioned above the typed contact information.

Jenny Kramer
Bicycle & Pedestrian Coordinator
Bureau of Transportation Planning
Kansas Department of Transportation
700 SW Harrison Street
Topeka, KS 66603
Phone: 785-296-5186
Email: Jenny.Kramer@ks.gov

Proposed Bike Trail Extension South Option



Proposed Bike Trail Extension North Option



- Existing Bike Trail
- Proposed Bike Trail
- Other Trails



Memorandum

To: Mayor and Commissioners

From: Nick Hernandez, City Manager

Date: 10/17/2022

Subject: Approval of Agreement with The Retail Coach, LLC for \$45,000

Agenda Item: New Business

Purpose: Retail recruitment is key to the long-term success of our community and City staff needs assistant in identifying our target market areas and recruitment of said retailers to the City of Dodge City.

Recommendation: Approval of Agreement with The Retail Coach, LLC for retail market analysis and recruitment services for an amount not to exceed \$45,000

Background:

Retail Coach will provide extensive Retail Market Analysis & Recruitment Services to the City of Dodge City.

Including:

- Analyzing the Dodge City Retail Market
- Determining Retail Opportunities
- Identifying Development & Redevelopment Opportunities
- Identifying Retailers & Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers & Developers
- Ongoing Retail Recruitment & Coaching

Retail Coach will not work with communities that fall within the City's primary retail trade area or directly competing communities that may fall outside of the City's primary retail trade area while actively engaged with the City. Directly competing communities outside of the primary retail trade area include Garden City, Liberal, and Hays, KS.

City Commission Options:

1. Approve
2. Disapprove

3. Table for further discussion

Financial Considerations: Funding for the agreement will come from the Development Fund, first year cost is not to exceed \$45,000, with later years being \$30,000 per year.

Legal Considerations: The agreement has been reviewed and approved by legal counsel.

Mission/Values: Meets with the core value of ongoing improvement where together we value progress, growth, and new possibilities by providing and preparing for the community's future.

Approved for the Agenda by:

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

Nickolaus J. Hernandez, City Manager

OCTOBER 2022



Retail Market Analysis & Recruitment Services

Proposal for:

City of Dodge City, Kansas

Submitted by:



TheRetailCoach.net | Austin, TX & Tupelo, MS | (800) 851-0962





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Bringing the Right Retail Mix to Dodge City

The Retail Coach is submitting this proposal for Retail Market Analysis & Recruitment Services for the City of Dodge City.

Our goal is not only to aid the City in preparing and executing a Retail Market Analysis and comprehensive Recruitment Strategy, but to also assist the City in its efforts to capture sales tax leakage and further improve quality of life for residents by bringing in new retail, restaurant, entertainment, and service options.

The most important aspect of any Retail Market Analysis is its ultimate application and resulting impacts. Our approach has always been action-oriented to ensure that market reports are not placed on a shelf to collect dust. Working with all project team members, local stakeholders, and public officials is a critical component in which The Retail Coach is experienced and well-equipped to execute.

Goals & Objectives:

- Research and analyze the Dodge City retail market to identify retail gaps and growth opportunities.
- Determine Dodge City's unique, viable retail market potential.
- Identify key retail targets that align with the City's vision for growth.
- Recruit targeted prospects through proactive outreach efforts and retail conference representation.
- Act as an extension of City staff to provide recruitment services and coaching for retail economic development initiatives.

We Recruit Retail.

For more than 20 years, The Retail Coach has been the premier national retail recruitment partner for municipalities, economic development organizations, and development firms.

We are the nation's leading retail recruitment, market analysis, and development firm. Our approach combines **strategy, technology, and creative marketing** to execute high-impact retail recruitment strategies for local governments, chambers of commerce, and economic development organizations.

Having worked more than 650 assignments in more than 40 states, our recruitment approach is simple - **do what you say you are going to do, do it at the highest level possible, and constantly communicate findings and results to our clients.** This approach has proven successful, leading to multiple assignments with more than 90% of our clients.

PROVEN SUCCESS FOR CLIENT COMMUNITIES



6 Million +

**SQUARE FEET OF
NEW RETAIL RECRUITED**

We have recruited more than 6 million square feet of new retail to client communities in the past 5 years.

\$600 Million

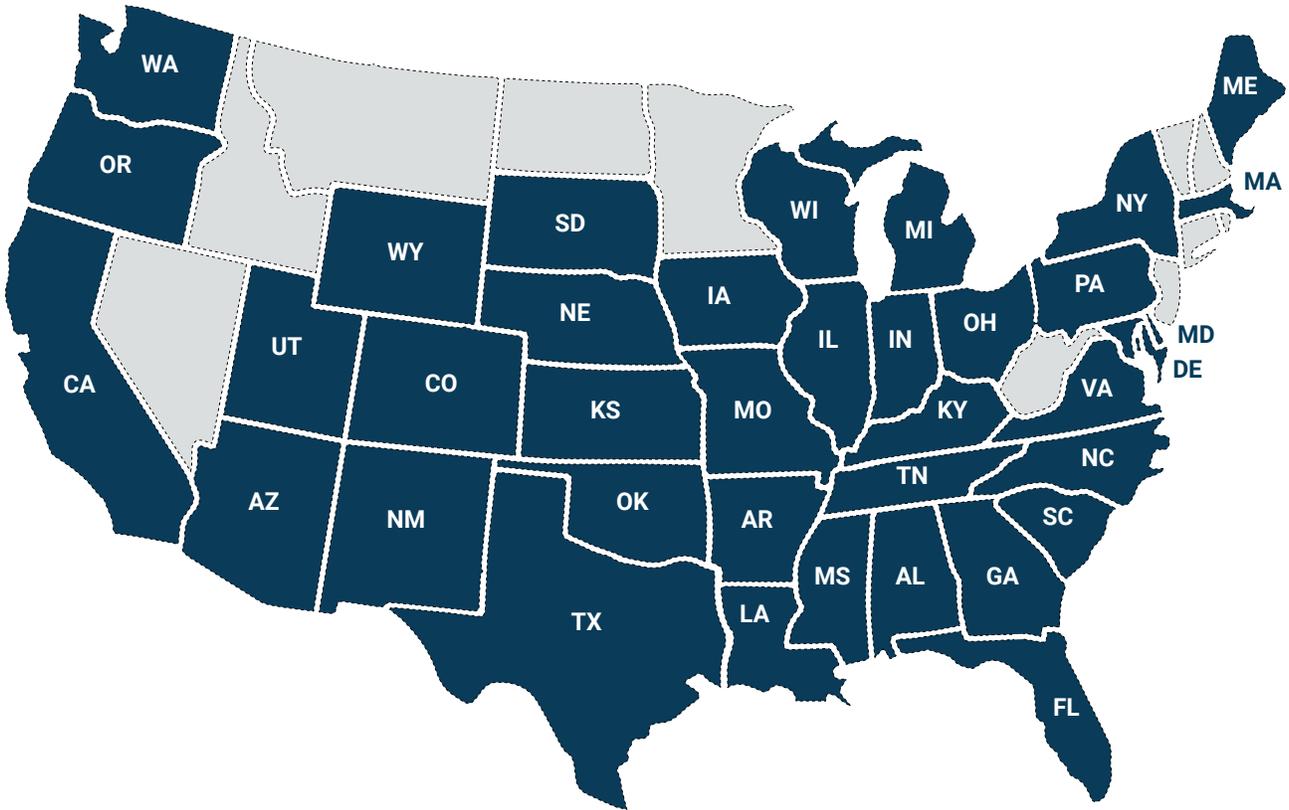
**IN NEW SALES TAX
GENERATED**

Our work has generated more than \$600 Million in sales tax for our client communities in the past 5 years.

90%

**REPEAT CLIENT
RATE**

90% of our clients choose to continue working with us after the initial contract.



We Have Served More than 650 Client Communities Across 40 states.

National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

650+
COMMUNITIES
SERVED

40
STATES WE'VE
WORKED IN

90%
REPEAT CLIENT
RATE

More Than 6 Million SF of New Retail Recruited in the Last 5 Years

Our proven Retail 360® Process has been instrumental in recruiting new retailers and developers to our client communities.

RECENT RECRUITMENT SUCCESSES (OTHERS AVAILABLE UPON REQUEST)



McKinney, TX | College Station, TX



Los Angeles County, CA



Springfield, TN | Lancaster, CA | Pella, IA



Orange County, CA



Spencer, IA

PLUS HUNDREDS MORE THROUGHOUT THE COUNTRY





An Entire Team Dedicated to Growing Retail in Dodge City

What Makes Us Different?

Experienced & Connected

We pioneered the retail recruitment industry more than 20 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers.

We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.

RECOGNIZED AS LEADING INDUSTRY EXPERTS AND FEATURED PRESENTERS FOR:





OUR TEAM

Your Project Team

PROJECT LEAD



Austin Farmer
Project Director

Austin manages The Retail Coach's projects in Kansas and will be the primary point of contact. He is located in our Austin, TX office and will be your project lead for the entirety of The Retail Coach's work for Dodge City.

LEADERSHIP & PROJECT STRATEGY



Kelly Cofer
Founder & CEO



Aaron Farmer
President

With more than 50 combined years of retail development experience, Kelly and Aaron play an integral role in every project for The Retail Coach. This includes in-depth market analyses, recruitment strategies, and development plans for our clients.

RETAILER RECRUITMENT



Cary Everitt
Recruitment Specialist



Caroline Harrellson
Recruitment Specialist

Cary and Caroline manage our relationships with national and regional retailers, brokers, site selectors, and developers. They execute our recruitment process, including the site submission process and capturing retailer feedback.

DATA & MARKET RESEARCH



Matthew Lautensack
Director of Data/Research

Matthew uses cutting-edge, GPS-based market data to pinpoint true opportunity in retail markets. He provides the latest retail trade area data and prepares our clients' market reports, data sets, and assists with GIS mapping.

ADMINISTRATIVE SUPPORT



Nancy Dees
Director of Finance



Rylee Lefever
Marketing Manager

Nancy and Rylee support all projects by managing client invoicing and contract needs as well as marketing, promotional, and graphic design support.

RELEVANT REGIONAL EXPERIENCE

- Overland Park, KS
- Lansing, KS
- Fredonia, KS
- Oak Grove, MO
- Warrensburg, MO
- Leeton, MO
- Broken Arrow, OK
- Norman, OK
- Omaha, NE
- Council Bluffs, IA



Austin Farmer | Project Director

Austin manages all of The Retail Coach's projects in Kansas and will be the primary point of contact for this project.

Prior to joining The Retail Coach, Austin founded Catalyst Growth Partners, a strategic marketing firm specializing in supporting high growth companies, and served as Vice President of Global Marketing and Sales for an international tax advisory firm where he led domestic and international marketing initiatives and oversaw international market development.

Austin started his career in marketing and digital strategy at GameStop, the world's largest video game and consumer electronics retailer. Since, he has held leadership positions in the economic development, financial services, and non-profit industries. A graduate of Texas A&M University, Austin received a bachelors degree in Marketing with a concentration in Entrepreneurial Leadership and was a member of the distinguished Mays Fellows Program.

Austin is a featured speaker, panelist, and subject matter expert for state and national economic development organizations including the International Council of Shopping Centers, League of California Cities, and Main Street America.



Kelly Cofer | Founder & CEO

C. Kelly Cofer leads The Retail Coach with more than 30 years of experience in all aspects of retail real estate and economic development.

Kelly's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national retailers and restaurants in more than 150 cities throughout the United States.

He has earned the prestigious Certified Commercial Investment Member (CCIM) designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. Kelly holds a Bachelor of Science degree from Texas A&M University in College Station.



Cary Everitt | Retail Recruitment Specialist

Cary manages The Retail Coach's relationships with retailers, site selectors, and key decision makers for retailers, restaurants, hotels, and developers.

He works with your Project Director to ensure that we are presenting the best information possible when recruiting for client communities and follows up with prospects to make sure that your community is staying at the top of mind as brands look for new markets.

Mr. Everitt works throughout projects to provide monthly updates on recruitment activity and communicates feedback received throughout the process.



Scope of Work & Deliverables

1: Retail Market Analysis

- Competing Communities Analysis
- Custom Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- City Demographic Profile
- Discussions with Key Community and Business Stakeholders

2: Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses for Key Vacancies and Available Retail Sites

3: Identifying Development & Redevelopment Opportunities

- Analysis of up to Ten (10) Development / Redevelopment Sites
- Up to Twenty (20) Retail Site Profiles for Available Retail Sites

4: Identifying Retailers & Developers for Recruitment

- Target List of up to Thirty-Five (35) Retailers and Restaurants with Contact Information
- Target List of up to Twenty (20) Developers with Contact Information

5: Marketing & Branding

- Retail Market Profile
- Retail Market Flyer
- Up to Thirty-Five (35) Customized Retailer Feasibility Packages
- Developer Opportunity Package
- Online Retail Dashboard (Retail 360® Website)
- Interactive Site Mapping (Up to 5 Sites)

6: Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard
- Monthly Recruitment Updates from Retail Coach Project Team

7: Downtown Retail Focus

- Downtown Market Analysis and Review of City Policies & Processes to Optimize Development Opportunities
- Discussions with Key Downtown Stakeholders and Business Owners
- Downtown Workshop to Share Data, Findings, and Recommendations

8: Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the City at Regional and National Retail Industry Events



Retail Recruitment is a Process, Not an Event.

Through our proprietary Retail 360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.



Market-Based Solutions

We understand that every client community has its own unique set of development needs.

That's why we work with our clients to determine those needs and offer custom, tailored, data-driven solutions.

On-The-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers.

We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

Action Plan for Growth

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process.

This partnership typically produces best results when, together, we derive short-term and long-term strategies based on market data and opportunities.

Our Retail 360® Process identifies strengths, weaknesses, opportunities, and threats to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.

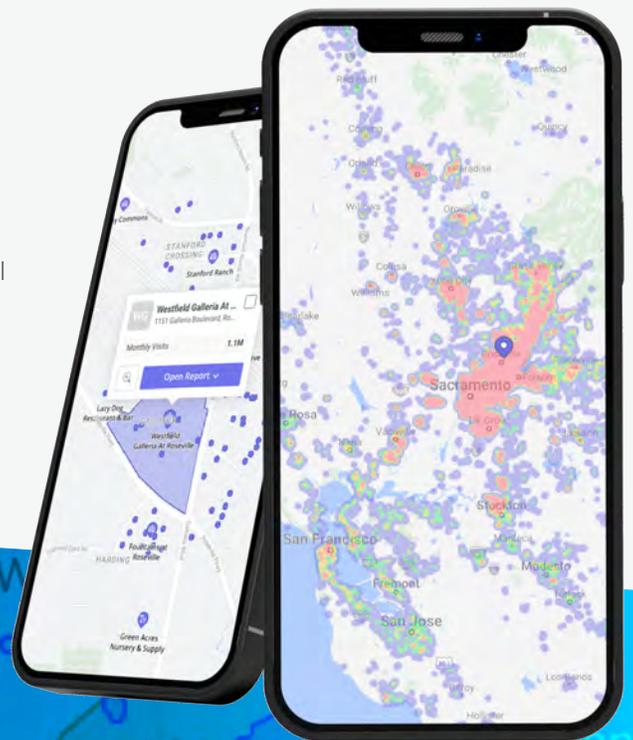


Understanding the Dodge City Market Through High Impact Mobile Data Analysis

We will perform extensive market research and analysis to evaluate the area and the Dodge City retail market.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

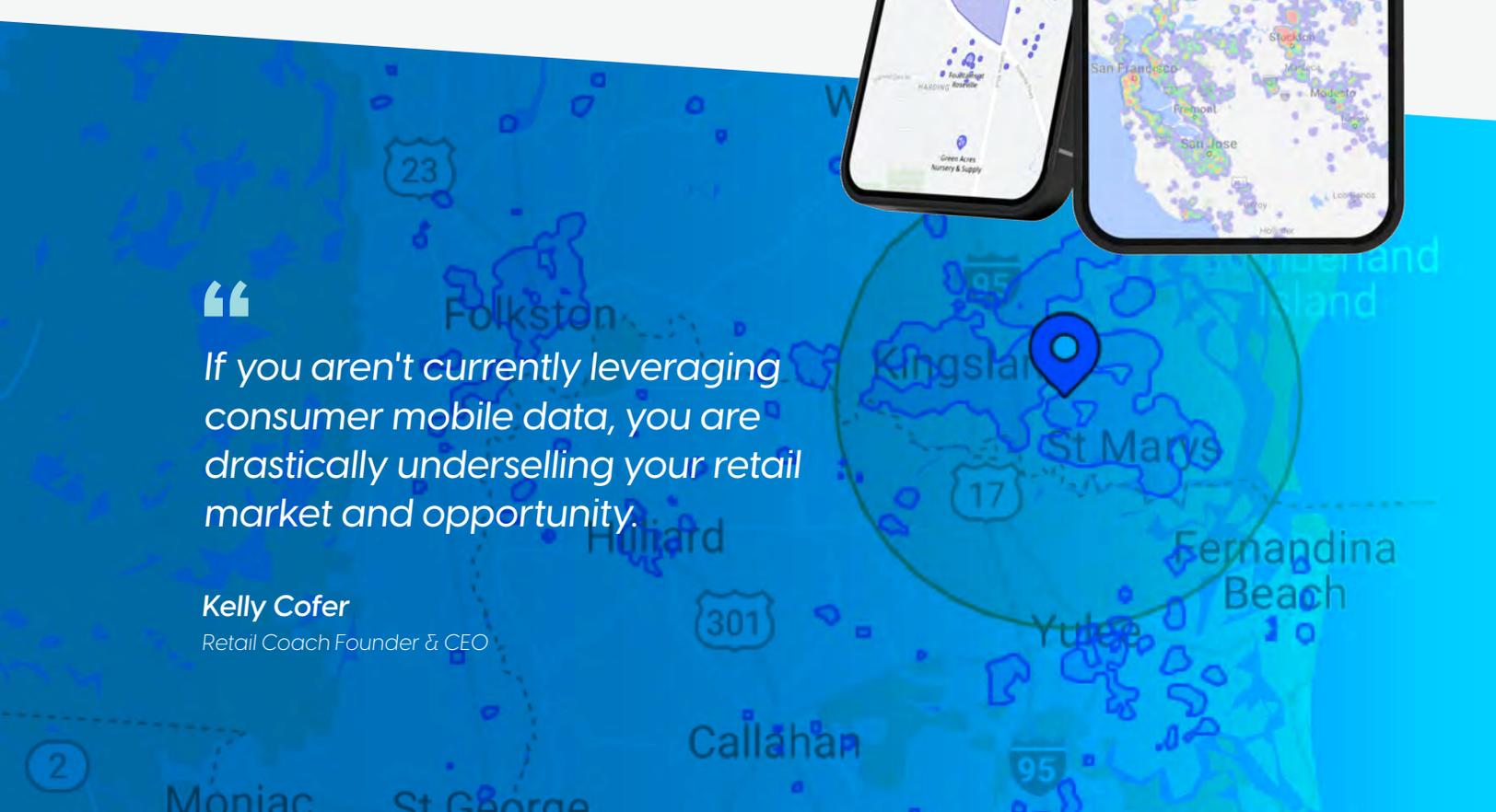
We use real data collected from actual customers in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to **tell your community's story** and show potential investors why they need to be in your market.



If you aren't currently leveraging consumer mobile data, you are drastically underselling your retail market and opportunity.

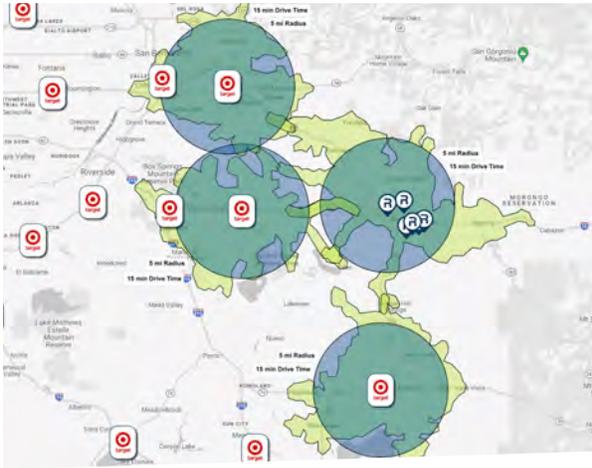
Kelly Cofer

Retail Coach Founder & CEO





Retail Market Analysis



Competing Community Analysis

A community must have a clear understanding of the competitive nature of retail recruitment.

We will look at competing communities to identify a competitive advantage via economic and market forces that have a direct impact on retail recruitment and development in Dodge City.

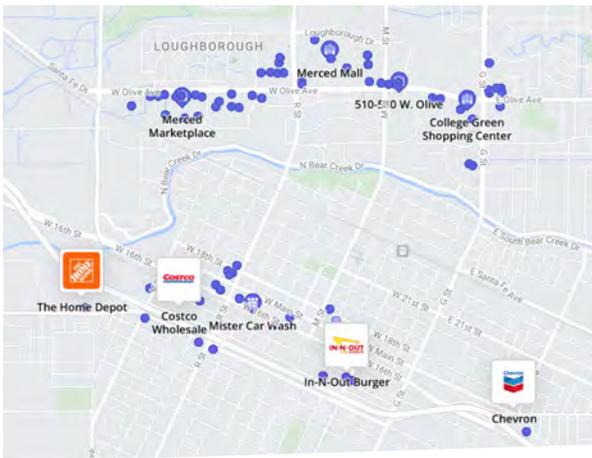


Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community's retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community.

We will hand draw Retail Trade Areas for Dodge City based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach Team.



Identification of Ancillary Issues Impacting Retail

We will work with the City to identify other root-cause issues of the local economy, and include recommendations for the City to improve opportunities.

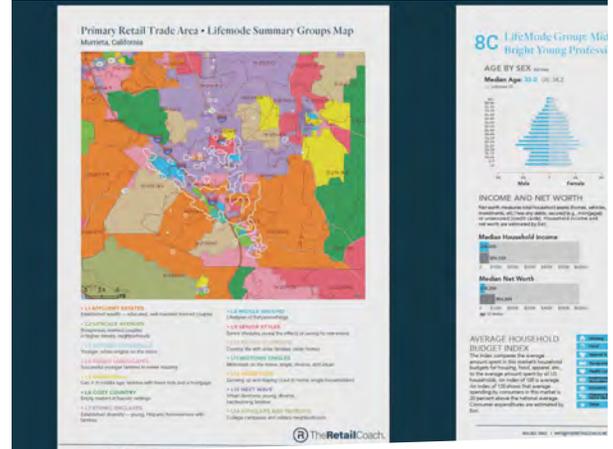
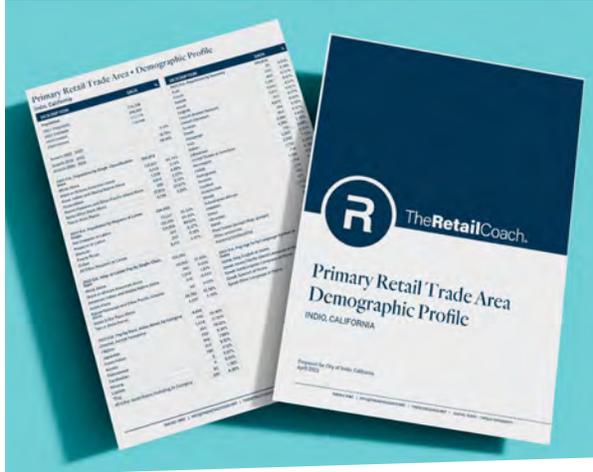
Mobile Data for Location Decisions:

We will utilize mobile location technology that analyzes retail location and behavioral data collected from mobile devices to determine consumer visits to Dodge City.

This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions.



Retail Market Analysis



Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

Our demographic profiles include population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

We will create comprehensive 2022 Census, 2022, and 2026 Demographic Profiles for the Retail Trade Area and Dodge City community.

Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for an independent business.

Based on the market segmentation system developed by ESRI, we will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area.

This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the sectors and brands of retailers that may be of interest.



Retail Market Analysis



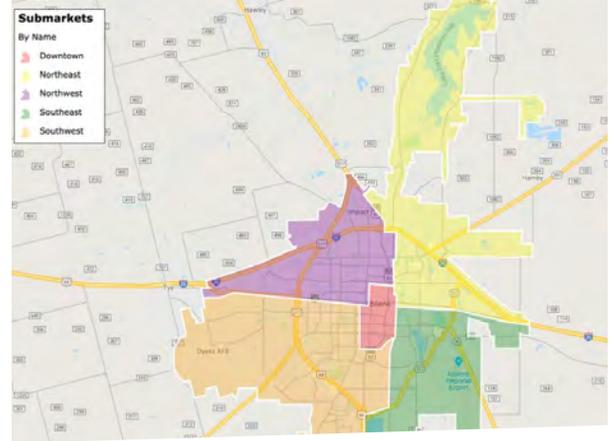
Stakeholder Discussions

Buy-in from key community leaders and stakeholders is crucial to the retail plan. Our belief is that, "if they are not in on it and up on it - they will be down on it." One of our first meetings will be with independent businesses who may see our work as threatening. Our goal is not only to obtain buy-in, but to assist in finding prospects for available spaces and help fill vacancies.

We will work to obtain plan buy-in from public and private stakeholders through a series of group and individual meetings. Stakeholders may include City Staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.



Determining Retail Opportunities



Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the primary projected retail demand growth – or opportunities – for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community.

The Retail Demand Analysis will:

- Identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest prospect for success and qualify their potential

We will determine the level of retail demand for the designated Retail Trade Area and use projected demand to help identify opportunity areas and prioritize market segments for recruitment.

Submarket Analysis

Every community has multiple retail submarkets. Having a strong understanding of your community's submarkets and what drives retail in each submarket is vital to overall retail recruitment success.

We will provide a Submarket Analysis highlighting at least three (3) key areas of focus for retail growth, development, or redevelopment.



Development & Redevelopment Opportunities



Identifying & Marketing Available Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information. Successful retail recruitment begins to happen with the introduction of available sites.

We will identify priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

- Retail Trade Area Population
- Traffic Counts & Traffic Patterns
- Site-Line Visibility from Primary & Secondary Arteries
- Ingress/Egress
- Adequate Parking
- Site Characteristics
- Topography & Proximity to Retail Clusters

Retail Site Profiles

A critical step in attracting retail is providing accurate and current information on each identified vacancy and site.

We will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial Photography
- Site Plan
- Demographic Profile
- Property Size & Dimensions
- Traffic Counts
- Appropriate Contact Information



Identifying Retailers & Developers for Recruitment

Retailer Match List
Desert Hot Springs, CA

© TheRetailCoach

| Apparel | | | | | | Dining (Cont) | | | | | |
|----------------------|-------------------|------------------|----------------------|---------------------|-----------------------|----------------------------------|------------------|----------------------|---------------------|-----------------------|--|
| Retailer / Chain | Minimum Size (SF) | Nearest Location | # Locations (Desert) | # Locations (Other) | Demographic Fit Score | Minimum Size (SF) | Nearest Location | # Locations (Desert) | # Locations (Other) | Demographic Fit Score | |
| Old Navy | 15,000 | 2,214 | 294 | 101 | 89 | McDonald's | 2,000 | 1,211 | 271 | 81 | |
| Best Buy | 10,000 | 1,118 | 407 | 250 | 87 | In-N-Out Burger | 2,500 | 1,075 | 149 | 86 | |
| Bed Bath & Beyond | 14,779 | 87 | 779 | 88 | 88 | Bojangles | 1,500 | 1,176 | 220 | 86 | |
| Shoe Palace | 3,244 | 630 | 142 | 95 | 88 | Philly's | 800 | 1,401 | 204 | 86 | |
| Best Buy | 7,000 | 4,075 | 384 | 53 | 87 | The Habit | 800 | 1,019 | 100 | 86 | |
| Big & Sporting Goods | 9,000 | 881 | 432 | 223 | 87 | Chick-fil-A | 4,000 | 1,019 | 100 | 86 | |
| Pharmacy | 4,485 | 14,176 | 14 | 10 | 86 | The Coffee Bean & Tea Leaf | 1,000 | 1,115 | 205 | 86 | |
| Tanner Outdoorwear | 4,200 | 140 | 33 | 22 | 86 | Boardwalk Pro | 1,000 | 1,143 | 148 | 86 | |
| Midwest Sports | 4,200 | 1,166 | 89 | 18 | 86 | Black Bear Diner | 4,000 | 1,117 | 143 | 86 | |
| Marshall's | 10,000 | 1,176 | 102 | 168 | 82 | Applebee's | 4,000 | 1,144 | 104 | 82 | |
| Old Navy | 10,000 | 1,118 | 407 | 250 | 87 | Bubba's Wild Wings | 1,000 | 1,145 | 222 | 84 | |
| Walmart | 10,000 | 1,118 | 407 | 250 | 87 | Yum! Brands | 4,000 | 1,145 | 222 | 84 | |
| T.J. Maxx | 10,000 | 1,118 | 407 | 250 | 87 | SCM Donuts | 1,000 | 1,144 | 244 | 78 | |
| Walmart | 10,000 | 1,118 | 407 | 250 | 87 | Wendy's | 1,000 | 1,117 | 186 | 78 | |
| | | | | | | Dutch Bros Coffee | 4,000 | 1,117 | 186 | 78 | |
| | | | | | | Quaint Desserts | 1,000 | 1,117 | 186 | 78 | |
| | | | | | | Cracker Barrel Old Country Store | 4,000 | 1,117 | 186 | 78 | |
| | | | | | | Northshore Grocers | 1,000 | 1,117 | 186 | 78 | |
| | | | | | | Burger King | 1,000 | 1,117 | 186 | 78 | |
| | | | | | | Chick-fil-A | 4,000 | 1,117 | 186 | 78 | |
| | | | | | | Blaze Pizza | 1,000 | 1,117 | 186 | 78 | |

© TheRetailCoach



Identifying Potential Retailers

The Retail Coach will target national and regional retail brands that are a good “fit” for the community. This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

We will develop and review a master list of potential retailers with Dodge City staff and work together to prepare a final target list of retailers for recruitment.

This list will include retailers from our analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

Identifying Potential Developers

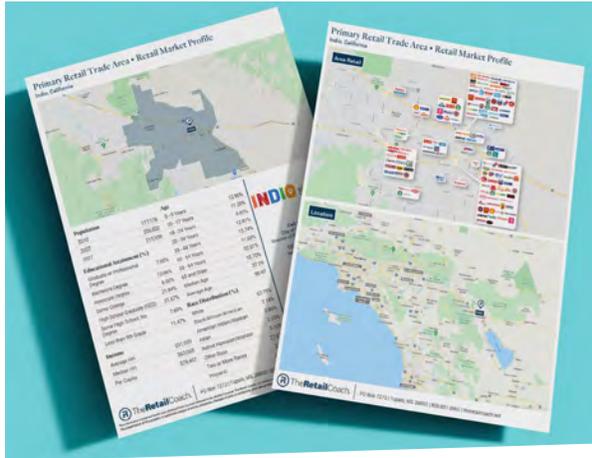
Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 18 years. Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success.

If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

We will use our network to identify retail real estate developers active in Dodge City and the region for recruitment. We will also work with City staff to contact and build relationships with developers active in the region.



Marketing & Branding



Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community’s attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

We will develop a Retail Market Profile tailored to the specific needs of targeted retailers’ essential site selection and location criteria for Dodge City.

The profile serves as a community introduction, and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate Logo and Contact Information

Retailer-Specific Feasibility Packages

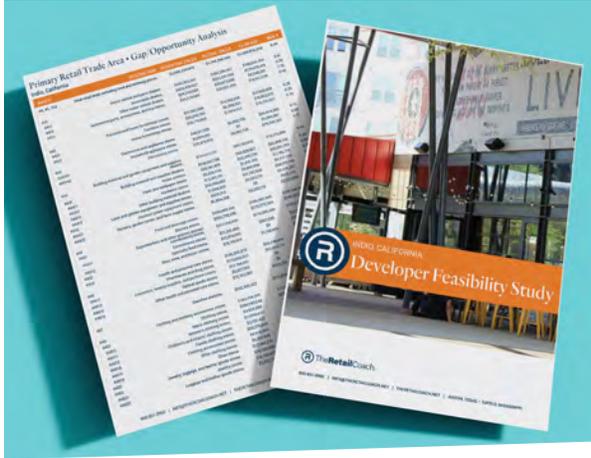
Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers.

We will create retailer-specific feasibility packages to address essential location criteria. These feasibility packages will include:

- Community Overview & Demographic Profile
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Map
- Retail Location Map
- Retail Trade Area Demographic & Psychographic Profiles
- Retail Trade Area Demand Analysis Summary
- Area Traffic Generators
- Appropriate Logo and Contact Information



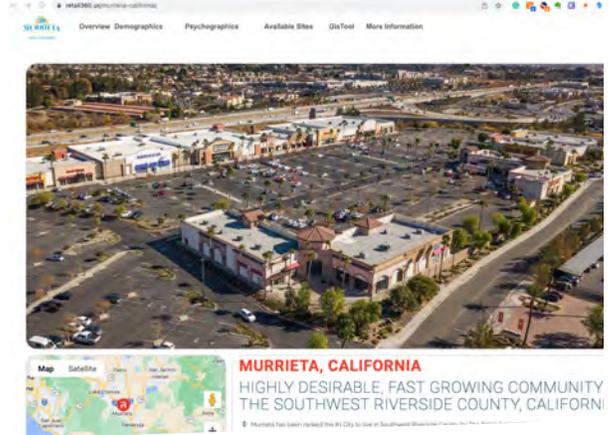
Marketing & Branding



Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities.

We will create a Developer Opportunity Package to highlight development and redevelopment opportunities in Dodge City.



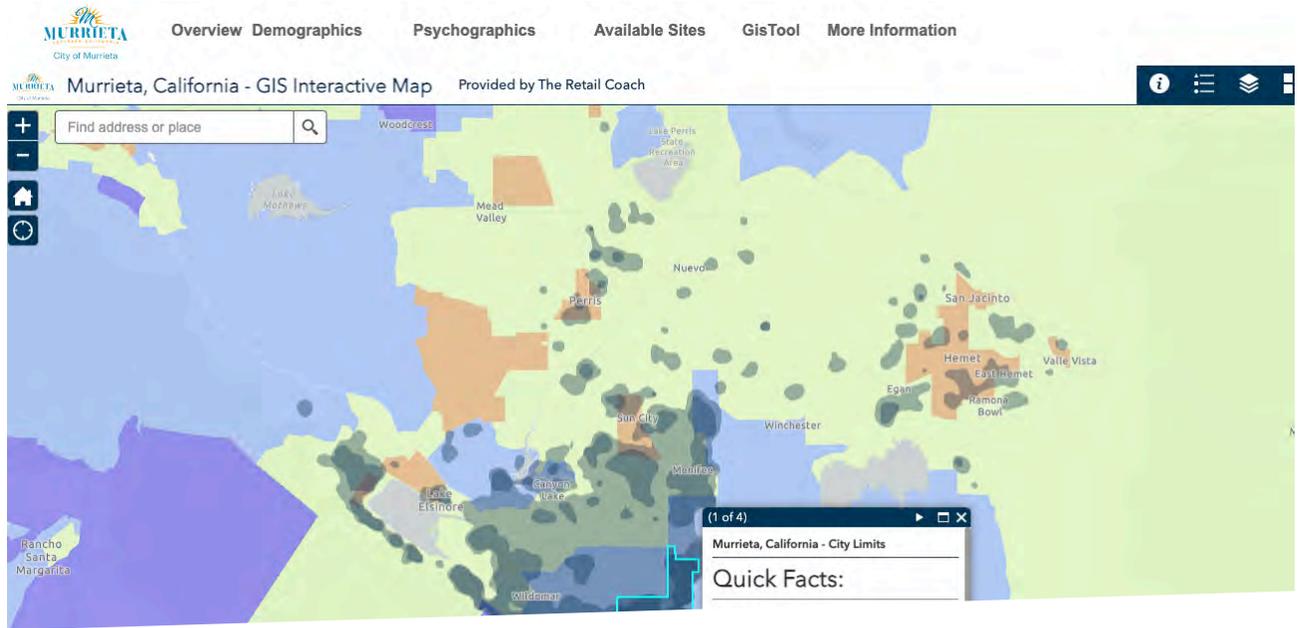
Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community's opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed online anytime through a branded Retail 360® link.

We will create a Retail 360® Retail Dashboard for Dodge City, which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.



Marketing & Branding



Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for Dodge City, along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing.

Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user – whether they be a retailer, developer, or even a local entrepreneur.



Recruiting Retailers & Developers

Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty years and 650 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

We will actively recruit retailers on Dodge City's behalf. Our retailer recruitment process includes:

1. Introductory emails and retail market profile are sent to each targeted retailer
2. Personal phone calls are placed to measure interest level
3. Personal emails and retailer feasibility packages are sent to each targeted retailer
4. Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers
5. Personal emails are sent to inform targeted retailers of significant market changes
6. Personal emails are sent to decision makers once per quarter to continue seeking responses regarding their interest level in the community
7. A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities

Recruitment of Developers

Much of our recruitment success comes from having established a network of national retail developers over the past 18 years. Oftentimes, a retailer may have interest in a community, only to find that suitable "for lease" properties do not exist.

We will actively recruit developers on Dodge City's behalf. Our developer recruitment process includes:

1. Introductory emails and opportunity packages are sent to developers
2. Personal phone calls are placed to measure interest level
3. Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes
4. A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities



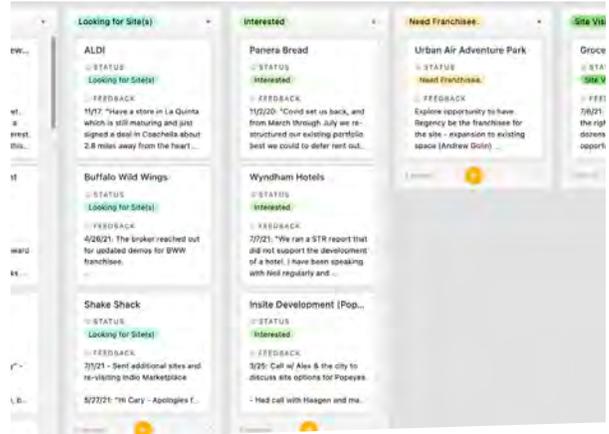
Recruiting Retailers & Developers



Retail Conferences

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events.

We will assist in marketing Dodge City, and its vacancies and sites, to retailers, developers, and brokers at retail industry conferences.



Retail Recruitment Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where City staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

Once recruitment has begun, we will set up a recurring monthly meeting with staff to review ongoing recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.



Ongoing Retail Coaching



Retail Coaching

We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

We will provide ongoing coaching and support for retail recruitment activities for Dodge City.



Retail Market Analysis & Recruitment Services

\$40,000

Plus up to \$5,000 in reimbursable expenses.

Not to Exceed Price: \$45,000

Includes:

- Analyzing the Dodge City Retail Market
- Determining Retail Opportunities
- Identifying Development & Redevelopment Opportunities
- Identifying Retailers & Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers & Developers
- Ongoing Retail Recruitment & Coaching

Work Fees:

The total fee for completion of this work is **\$40,000** payable in three (3) installments:

- **\$15,000** upon execution of contract;
- **\$15,000** at 90 days following execution of contract
- **\$10,000** at 180 days following execution of contract

Work fees are payable within 30 days of receiving invoice.

Reimbursable Project Expenses:

It is estimated that reimbursable expenses will not exceed **\$5,000**.

Reimbursable expenses include:

1. All travel costs;
2. Cost of special renderings and maps, if any;
3. Cost of copies for reports and maps/drawings; and
4. Cost of shipping expenses, if any

Project expenses are payable within 30 days of receiving expense invoice.

Optional Contract Extension:

If City elects to extend the agreement, the additional fee shall be **\$30,000** for each additional 12 month period of data updates, ongoing recruitment, monthly recruitment updates, and coaching.



Project Timeline

Execution of Agreement

30-45 Days from Kick-Off

60-90 Days from Kick-Off

Remainder of Agreement



Kick-Off Meeting

Project kick-off call with key staff and stakeholders.

- Review timeline, goals, and objectives with project team
- Discuss priority sites and key areas of focus

Research & Market Analysis

On-the-ground market analysis and consumer data collection.

- Retail Market Analysis
- Demographics & Psychographics
- Primary & Secondary Retail Trade Areas
- Retail Demand Analysis
- Retailer Match List

Marketing & Branded Reports

Development of key marketing materials used to promote the community.

- Retailer & Developer Feasibility Packages
- Retail Market Profile
- Retail Site Profiles

Recruitment & Ongoing Support

Active recruitment of retailers and developers through the remainder of the agreement.

- Recruitment Status Dashboard
- Monthly Recruitment Update Meetings
- Representation at National & Regional Retail Conferences

Project Reporting

We will provide written or electronic reports on a bi-monthly basis and hold monthly recruitment updates with City staff once recruitment has begun.

Community Trips

We will make at least two (2) trips to Dodge City during the project.

Project Timeline

We are available to begin work immediately upon agreement of terms with a project duration of 12 calendar months.



Client Testimonials

“The Retail Coach is hands-down one of the best consultant teams of any kind that our team has had the pleasure of working with. Their extensive expertise and nationwide connections with site selectors, developers, and major chains have opened up new doors for the City of Lancaster, allowing us to take our recruitment efforts to the next level and collaborate with brands that hadn’t previously considered our market. They work as an extension of our staff, anticipating needs and freeing up in-house staff time. I can’t recommend the Retail Coach highly enough.”

Chenin Dow
Economic Development Manager
City of Lancaster, California



“The Retail Coach is the perfect solution for our needs. They provide high-quality data that helps us sell our market to retailers and helps supplement our economic development team. They truly are an extension of our team and have helped us land retailers that we've been trying to get to the market for years. They are also very responsive and help us get the data we need quickly.”

Scott Agajanian
Deputy Director of Economic Development
City of Murrieta, California



“We are still pretty early in our contract with The Retail Coach but they have already proven themselves as a great partner for the City and helped open many doors with retailers and developers that we weren't able to reach before. We have worked with other retail consultants and the level of expertise and support from The Retail Coach team has far exceeded what we've gotten from the other firms we've worked with. We already highly recommend them.”

Tara Magner
Economic Development & Special Projects Administrator
City of San Jacinto, California



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the City of Dodge City, Kansas (“City”) and The Retail Coach, LLC, a Mississippi limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist City in creating a Retail Trade Analysis (the “Project”); and

WHEREAS, the Professional desires to render professional services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of \$45,000 dollars.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Kansas shall govern this Agreement.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Nick Hernandez
City of Dodge City, KS
806 N 2nd Ave
Dodge City, KS 67801

If intended for Professional:

Attn: C. Kelly Cofer
The Retail Coach, LLC
PO Box 7272
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00

per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

6.10 Indemnification. CITY OF DODGE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS

SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Non-Compete. Professional will not work with communities that fall within the City's primary retail trade area or directly competing communities that may fall outside of the City's primary retail trade area while actively engaged with the City. Directly competing communities outside of the primary retail trade area include Garden City, Liberal, and Hays, KS.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2022.

City of Dodge City

By: _____

Name: _____

Title: _____

EXECUTED this 6th day of October, 2022.

The Retail Coach, LLC

By: 

Name: Aaron Farmer

Title: President



Scope of Work & Deliverables

1: Retail Market Analysis

- Competing Communities Analysis
- Custom Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- City Demographic Profile
- Discussions with Key Community and Business Stakeholders

2: Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses for Key Vacancies and Available Retail Sites

3: Identifying Development & Redevelopment Opportunities

- Analysis of up to Ten (10) Development / Redevelopment Sites
- Up to Twenty (20) Retail Site Profiles for Available Retail Sites

4: Identifying Retailers & Developers for Recruitment

- Target List of up to Thirty-Five (35) Retailers and Restaurants with Contact Information
- Target List of up to Twenty (20) Developers with Contact Information

5: Marketing & Branding

- Retail Market Profile
- Retail Market Flyer
- Up to Thirty-Five (35) Customized Retailer Feasibility Packages
- Developer Opportunity Package
- Online Retail Dashboard (Retail 360® Website)
- Interactive Site Mapping (Up to 5 Sites)

6: Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard
- Monthly Recruitment Updates from Retail Coach Project Team

7: Downtown Retail Focus

- Downtown Market Analysis and Review of City Policies & Processes to Optimize Development Opportunities
- Discussions with Key Downtown Stakeholders and Business Owners
- Downtown Workshop to Share Data, Findings, and Recommendations

8: Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the City at Regional and National Retail Industry Events



Retail Market Analysis & Recruitment Services

\$40,000

Plus up to \$5,000 in reimbursable expenses.

Not to Exceed Price: \$45,000

Includes:

- Analyzing the Dodge City Retail Market
- Determining Retail Opportunities
- Identifying Development & Redevelopment Opportunities
- Identifying Retailers & Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers & Developers
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- Retailer & Developer Feasibility Packages
- Retail Market Profile
- Retail Site Profiles

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Active recruitment of retailers and developers through the remainder of the agreement.

- Recruitment Status Dashboard
- Monthly Recruitment Update Meetings
- Representation at National & Regional Retail Conferences

Project Reporting

We will provide written or electronic reports on a bi-monthly basis and hold monthly recruitment updates with City staff once recruitment has begun.

Community Trips

We will make at least two (2) trips to Dodge City during the project.

Project Timeline

We are available to begin work immediately upon agreement of terms with a project duration of 12 calendar months.