

CITY COMMISSION SPECIAL MEETING

City Hall Commission Chambers

Friday, August 29, 2023

7:30 a.m.

MEETING #5259

CALL OR ORDER

ROLL CALL

PUBLIC HEARING

2024 City Budget

NEW BUSINESS

1. Approval of City of Dodge City 2024 City Budget. Report by Nicole May, Director of Finance.
2. Approve Payment for Permanent Utility and Temporary Construction Easements for Hilmar Force Main. Report by Director of Engineering. Ray Slattery.
3. Approval to Purchase a New Kenworth with Vactor 21001 Combination Vacuum/Jet Rodding Sewer Cleaning Body Truck to be used by Utilities and Sewer Departments. Report by Corey Keller, Public Works Director.
4. Approval of the Grant Application to the Community Foundation of Southwest Kansas and the Grant Application to Gametime Recreation to Implement two new Playsets and Safety Surfacing. Report by Daniel Cecil, Director of Parks and Recreation.

ADJOURNMENT

EXECUTIVE SUMMARY

2024 Budget

City of Dodge City

Submitted for the Governing Body's consideration and discussion is the proposed 2024 operating and capital budget for the City of Dodge City for the fiscal year beginning January 1, 2024. The budget proposal represents the ongoing commitment to manage the delicate balance between funding essential operations, providing for infrastructure investment, and reducing the tax levy.

The proposed budget was developed with three primary objectives.

- 1). Continuation of our commitment to maintaining and improving our service delivery, through an emphasis on the importance of human resources.
- 2). Continuing our efforts to fund a Capital Improvement Program, and infrastructure programs in order to insure sound and viable City infrastructure, public works facilities, and overall service delivery capability.
- 3). Commit the resources needed to provide essential services for a growing community, as well as continue to provide programs and facilities that enhance quality of life for residents.

Budget Assumptions

During the budget preparation process we have made revenue forecasts based on national, state, and local economic trends, and state budget laws. Community needs, departmental program history, and general direction from the governing body were key factors used in projecting program costs for 2024. The budget as presented does not provide any increased services. It represents the same programming in the general fund as it did in 2023. Salary increases are also included.

Some assumptions used to develop this budget include:

- 1). The proposed budget requires a mill levy of 38.336 mills, which is a 5.112 mill reduction from the 2023 levy of 43.448.
- 2). Assessed Valuation of \$200,402,574. This is a 11% increase from the 2023 assessed valuation of \$179,912,047.
- 3). Delinquent ad valorem tax at a rate of 1.6%
- 4). Salary increase of 3.0% for those receiving merit raises. Also included is an amount to implement the salary survey that will be completed by the end of 2023.

- 5). Continue to restore funding for the Capital Improvement Program
- 6). Operating increases in fuel and electric were factored into the operating budgets.
- 7). For 2024 depreciation is funded at 100% of equipment and vehicle depreciation in the general fund for funding the Municipal Equipment Replacement Program.
- 8). Blue Cross/Blue Shield has not yet projected their premiums for 2024. It is projected to increase, but we don't know how much. Since the City of Dodge City is self-funded, the "premiums" are stated at how much we should be funding the self-funded account taking into consideration all factors. The City continues to have a healthy fund balance in the self-insurance account. In 2024, the proposed budget is funding the amount of premiums that would have been funded in 2023. Once we receive projected premiums for 2024 we will determine if we need to make any changes to the health insurance or to the employees' contribution.
- 9). Continued loss of demand transfer funds from the State of Kansas. The transfers from the State has been a loss of over \$350,000 per year for several years.
- 10). The interest rates for idle public funds continue to gradually increase, depending on maturity.
- 11). The YMCA assumed the recreation programs for the City of Dodge City as of January 1, 2013. The programming revenue and expense for the recreation programs, Sheridan Activity Center, and the swimming pool were all deleted. The original agreement with the YMCA was that the YMCA would reimburse 75% of salary expenses the third year, which was up from 50% the second year and 25% the first year. In 2017, the City budgeted approximately 50,000 for financial support to the YMCA. 2018 is the 6th year of the agreement. In 2024 the proposed budget includes \$16,500 for operations plus \$25,000 for maintenance of buildings or equipment. There is also additional funding in the Development & Growth Fund if needed.

Property Tax Funds

The Funds reflected in this budget which are supported by property tax assessment include the General Fund, Special Liability Fund, Library and Library Employee Benefit Funds, Bond & Interest Fund and Capital Improvement Fund. All other funds are supported by Special Revenue or User Fees.

This budget is presented by fund, with the revenue being listed first and the expenditures listed next and summarized by category. Reports are available that lists all the line items included in each fund as well as detail of most of the line items.

Revenue Projections

The sales tax revenue projection in 2024 is \$6,500,000 in the general fund. The same amount is projected as sales tax revenue in the Sales Tax Fund. This is greater than what was budgeted for 2023. To date the sales tax collected have been 13% more than 2022. This revenue source has experienced an increase in the past two years. 2022 and 2023 were really good years for the sales tax revenue. Sales tax is one of the non-property tax funding sources that is of great importance to the City as it represents approximately 40% of the total revenue stream for the General Fund budget.

Municipal Court fine revenue has continued to decrease or remain flat.

Cash Reserves

I have shown the Cash Reserve in the budget in the amount of \$1,700,000. It is titled Emergency Reserve. This amount reflects 7.00% of the budgeted expenditures for 2024. At 2022 year end, the general fund balance was \$5,293,791, which is 30.33% of the 2022 actual expenditures. The goal is to have 15 – 25% of the current year budgeted expenditures as cash reserve in the general fund. Even through the \$1,700,000 budgeted in not within the goal of 15-25% of budgeted expenditures, historically, the revenues have come in higher and the expenditures have come in lower to meet the 2024 goal of \$2,100,000 - \$5,100,000 cash reserves.

Capital Improvement Program and Municipal Equipment Reserve Fund

Included in the 2024 Budget is the proposed Five-Year Capital Improvement Program. The items in this program have been prioritized by the City Department Heads. The requests recommended for 2024 total \$1,999,647.

The Municipal Equipment Reserve Fund is funded by the depreciation amount of the equipment (vehicles and other rolling equipment) in the general fund. This fund then supports the replacement or new equipment for departments in the general fund. The equipment in the other funds (Sales Tax Fund, Water, Sewer and Sanitation) are all listed in the Program, but funded in those individual funds. The Municipal Equipment Reserve Fund is being funded by \$715,000 depreciation in the proposed 2024 budget. There are purchases that are a high priority and mileage plus maintenance costs show that these purchases need to be made in 2024. Approximately \$1,080,000 is currently included in the 2024 purchase plan. This includes lease payments of \$107,000 on the 100' Aerial Truck for the Fire Department. However, we will need to prioritize expenditures for 2024. We continue to evaluate the equipment regarding which equipment can be shared, the replacement schedules, etc. All of the department heads agree that it is important to continue funding the capital equipment fund at some level to maintain quality equipment.

Funding Considerations

The budget as submitted includes:

- 1) For 2024 the raises budgeted include a merit raise which is a 3% salary increase for those who are currently placed correctly on the salary schedule. And also additional funds to implement the salary survey that is currently being completed.
- 2) The health insurance increase in the general fund and other funds was minimal
- 3) The general fund includes funding for \$10,000 for Southwest Kansas Business Development Center; \$12,000 for Southwest Kansas Coalition Contribution; the match for Public Transportation; capital outlay for component repairs and other items for Parks and Recreation. These capital outlay items are all under \$25,000 so do not rise to the level of the Capital Improvement Program or the Capital Equipment Replacement Program.
- 4) There is continued funding of the Annual Bonus to employees.
- 5) The community promotions line item includes \$55,700. The requests to date are the Cowboy Band at \$18,500, The Alley at \$12,000, Dodge City Festivals at \$10,000 (5,000 from General Fund and 5,000 from the CVB), the fireworks display at \$5,000, Crisis Center at \$2,500, CASA at \$10,500, Christmas Party at \$1,000 and Dodge City Night in Topeka at \$1,200.

Library

The Dodge City Public Library submitted a budget proposal of \$1,182,000 for the General Library fund and \$252,000 for the Library Employee Benefit fund for a total of \$1,434,000. Last year's approved budget was \$1,346,400. This is a 6.0% increase over last year. It is budgeted to be funded at \$1,113,000 and \$233,400.

Special Liability Fund

This funds the City's insurance premiums. This includes liability, property, workmen's compensation, airport liability, and police liability, and some miscellaneous liability and bonds. It is anticipated that the commercial property and liability premium will increase by approximately 20% and the Worker's Compensation premium to increase by approximately 15%.

Water and Wastewater Funds

The Water and Wastewater Fund was combined in 2013 to take advantage of the combined revenue and improve cash flow for operations, capital improvements and future debt payments. Beginning in 2022, these two funds were split to better track how each is performing. There are three divisions: the water division, the wastewater collection division and the wastewater treatment division.

The water division budget reflects the operating costs for the distribution of water to the customers, and some capital improvement projects.

The wastewater collection division budget reflects the operating costs for the collection of the wastewater and taking that wastewater south of town to the wastewater treatment plant or north to the new wastewater treatment facility.

The wastewater treatment division reflects the contract costs for the operation of both treatment plants. The City of Dodge City has a contract with Jacobs to operate both plants. This budget also includes some operation costs not included in the contract and the debt service payment for the north wastewater treatment plant.

A revenue bond was issued for the improvements to the current wastewater treatment plant that included water wells and pumps in that area. These improvements were made in partnership with National Beef because of their expansion. As a result, National Beef pays 50% of the total bond payments for this project. This revenue bond was refinanced to General Obligation bonds in 2012 along with two temporary note issues for purchase of water rights and development of 4 water wells and a water loan outstanding. All debt payments are shown in this fund.

We continue to prioritize the improvements that need to be made to the Water and Wastewater Systems. Both systems continue to expand and age. The addition of the bio gas revenues should aid in continuing to maintain and increase the improvements made to these systems. We continue to evaluate projected revenues from the bio gas project and project how much of this revenue will be needed to help fund debt and capital improvements in the Water and Wastewater Fund.

The transfer to the general fund is shown both in the water division and wastewater division budgets.

Sales Tax Fund

The Sales Tax Fund is the “Why Not Dodge” projects that were voted on in 1997. This budget includes operating budgets for the Racetrack, Athletic Fields, administration costs, “organizational funding”, United Wireless Arena and Conference Center operating, and payments for the Revenue Bond issued in 2009 to fund the events center. This bond was refinanced in 2016. The Revenue Bond payments for the Regional Outdoor Aquatic Park are budgeted. The Water Park projected revenues and expenditures are budgeted, this will be the third year of the City operating the waterpark. The operation of the Special Events Center is at \$1,156,000 plus monies for the maintenance of the grounds. This is more than what was budgeted in 2023. This budget is completed later in the year as to gather more accurate information based on the year’s operation. This budget will need to be considered and approved by the CFAB and approved by the City and County Commissions.

Development and Growth Fund

This is the fund that the expanded lottery tax is being deposited into. The City Commission agreed that these monies be used to fund infrastructure. Also budgeted are transfers to Bond and Interest and Capital Improvement.

Special Revenue Funds

There are several other funds listed that are not mentioned in this summary. As previously stated, all of the funds are shown separately and each revenue and expenditure source is listed.

If you have particular questions on any of these funds, please do not hesitate to contact Nicole.

NOTICE OF BUDGET HEARING

2024

The governing body of
City of Dodge City

will meet on September 29, 2023 at 7:30 A.M. at City Commission Chambers, 806 N. 2nd Avenue for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall, 806 N. 2nd Avenue and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2022		Current Year Estimate for 2023		Proposed Budget Year for 2024		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	17,450,019	23.087	18,119,036	23.625	23,123,119	2,853,945	14.241
Debt Service	4,569,780	10.835	4,050,518	10.440	4,442,777	2,082,249	10.390
Library	1,060,000	5.492	1,113,000	4.928	1,113,000	921,953	4.601
Library Employee Benefits	226,000	1.169	233,400	1.059	233,400	195,523	0.976
Capital Improvement Fund	646,458	0.933	1,200,000	0.747	1,750,000	1,213,060	6.053
Special Liability Fund	469,992	2.343	1,200,000	2.649	1,400,000	415,763	2.075
Special Highway	1,531,292		948,851		1,340,047		
Convention and Visitors	833,378		960,560		1,318,340		
Special Park & Recreation	100,000		50,000		50,000		
Special Alcohol & Drug	121,489		120,000		120,000		
Transient Guest Tax - 2%	210,000		250,000		300,000		
GREAT	5,871		6,000		6,000		
Capital Equipment	877,643		482,000		702,000		
Drainage Utility	210,200		290,822		319,498		
Utility Administration							
Vehicle Maintenance	397,009		463,940		624,983		
Medical Self Insurance	2,532,915		3,045,000		2,625,000		
SMPC Trust			30,000		30,000		
Development & Growth Fund	522,364		625,000		757,000		
ST Fund - Organizational Fund	663,285		713,200		716,000		
Sales Tax - Dep & Replacem	473,278		697,646		948,000		
Depot	225,847		458,085		222,927		
Community Improvement D	146,344		300,000		600,000		
Rural Housing Incentive Dis	493,265		1,000,000		1,000,000		
Warrior Project (Bio Gas)	4,510,073		5,000,729		5,357,187		
Street Sales Tax			1,800,000		3,600,000		
Facilities					772,551		
Sales Tax Project Fund	7,033,869		7,433,518		9,573,131		
Water Utility Fund	6,139,727		4,763,289		5,734,023		
Sanitation	2,390,833		2,324,293		3,026,290		
Wastewater Utility Fund	6,140,069		6,241,395		7,839,777		
Non-Budgeted Funds-A	3,369,595						
Non-Budgeted Funds-B	897,649						
Non-Budgeted Funds-C	176,911						
Non-Budgeted Funds-D	9,563						
Totals	64,434,718	43.859	63,920,282	43.448	79,645,050	7,682,493	38.336
					<i>Revenue Neutral Rate**</i>		39.006
Less: Transfers	0		0		0		
Net Expenditure	64,434,718		63,920,282		79,645,050		
Total Tax Levied	7,554,304		7,816,723		xxxxxxxxxxxxxxx		
Assessed Valuation	172,244,092		179,912,047		200,402,574		
Outstanding Indebtedness, January 1,	2021		2022		2023		
G.O. Bonds	54,615,000		55,420,000		60,015,000		
Revenue Bonds	38,860,000		37,040,000		35,140,000		
Other	8,487,198		7,819,414		7,132,598		
Lease Purchase Principal	1,084,769		1,576,014		1,281,329		
Total	103,046,967		101,855,428		103,568,927		

*Tax rates are expressed in mills
**Revenue Neutral Rate as defined by KSA 79-2988

Nicole May
City Official Title: Finance Director



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: September 29, 2023

Subject: Approve Payment for Permanent Utility and Temporary Construction Easements for Hilmar Force Main, SS 2101

Agenda Item: New Business

Purpose: The purpose of this is to approve the payment of the easements required for the installation of the 16" force main for the new Hilmar Cheese development.

Recommendation: Approve the purchase price for the permanent utility and temporary construction easements necessary for this project.

Background: The City needs to acquire several permanent utility easements and temporary easements that are necessary for the construction of the underground force main pipe. The City's agent for the acquisition has been working on acquiring the easements and property. Appraisals were completed and offers negotiated. The compensation was determined as to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition.

That total amount spent to purchase the necessary permanent utility easements and temporary easements was \$283,560.60.

City Commission Options:

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

Financial Considerations: The negotiated easement and property offers follow (Includes all closing costs):

Tract 18: Nicholson	\$20,064.00
Tract 19: NV Ranch, LP	<u>\$26,854.00</u>
TOTAL	\$46,918.00

Amount \$: 46,918.00

Funds: 52242100 – 420002 State Revolving Loan Fund

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: Proceed with closing of the purchased of easements and real property.

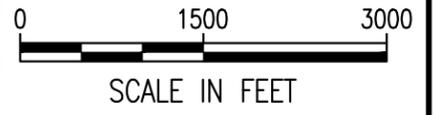
Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Easement Map showing purchased Tracts

Approved for the Agenda by:

Ray Slattery, PE

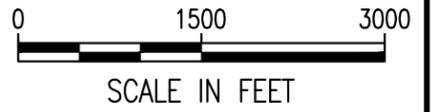
Ray Slattery, Dir. Of Engineering Services



LEGEND

-  = EASEMENT LINE
-  = TRACT NUMBER

U:\Wichita-Civil\2021\12\26\3011\Source\Drawings\Exhibits\EXHIBITS KEY MAP



LEGEND

- = EASEMENT LINE
- = TRACT NUMBER

U:\Wichita-Civil\2021\12\26\3011\Survey\Drawings\Exhibits\EX-HBITS KEYMAP



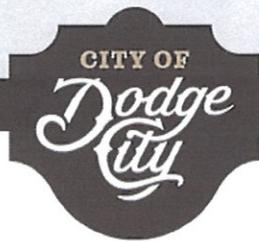
303 SOUTH TOPEKA
WICHITA, KS 67202
316-262-2691
www.pec1.com

**DODGE CITY FORCE MAIN
EASEMENT TRACTS
KEY MAP**



DATE: DECEMBER 2022

SHEET: 2 OF 2



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: August 2, 2023
Subject: Purchase of a Sewer Combination Truck
Agenda Item: New Business

Purpose: This purchase will replace two combination trucks currently owned by the city, a 2011 Freightliner with Vactor 2100 Plus combination vacuum/ jet rodding sewer cleaning body. Also, a 2001 Freightliner with Camel combination body utilized by Jacobs.

Recommendation: To approve one new Kenworth with Vactor 2100i combination vacuum/jet rodding sewer cleaning body in the amount of \$593,258.88 with a guaranteed 5yr buyback of \$244,535.00.

Background: Staff received two proposals for the purchase of this truck. The proposal from Key Equipment & Supply Co. of Kansas City MO in the amount of \$593,258.88 with a guaranteed buy back option in the amount of \$244,535.00. The second proposal was from MetroQuip Environmental Equipment Solutions Meridian, ID in the amount of \$570,000.00. The truck from MetroQuip does not have a guaranteed buy back program the truck also could not be delivered until sometime next year 2024. The truck from Key Equipment is in stock and can be delivered as early as next week.

The two trucks the city currently owns will be sold by auction. It is estimated that the 2011 Freightliner is worth between \$50,000.00 and \$75,000.00. The 2001 Freightliner is estimated to be worth \$10,000.00 to \$20,000.00. As the prices of these trucks continue to increase staff feel's that the guaranteed buyback option is the best option for the city, this will ensure the value of the truck in five years and reduce the cost of the next truck. Utility staff and Jacobs will share the truck which will be stored at the MSB when not in use. This truck is a vital piece of equipment used in main break situations along with all sewer maintenance issues.

City Commission Options:

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

Financial Considerations:

\$500,000.00 is budgeted in the wastewater treatment fund.
\$ 93,258.88 will be replaced once the two combination trucks are sold.

Amount \$: 593,258.88

Fund: Capital Improvement Fund 52042200-441005

Budgeted Expense Grant Bonds Other -

Legal Considerations: The City will be entering into a maintenance and repurchase agreement with Key Equipment & Supply Co. Legal Council is reviewing those documents.

Mission/Values: Approving this scope of services aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Truck Proposals, Maintenance Agreement, and Repurchase Agreement.

Approved for the Agenda by:



Corey Keller, Public Works Director

Maintenance Agreement

The intent of this agreement is to describe special terms and conditions for City of Dodge City to lease or purchase a Vactor 2100i with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the Vactor 2100i Technical Specifications. This contractual agreement includes all preventative maintenance and repairs to the body with noted exceptions.

DEFINITIONS:

- The term "City" shall mean the City of Dodge City.
 - The term "Key Equipment" shall mean Key Equipment & Supply Co., the dealer who represents the manufacturer of the equipment being proposed.
 - The term "Supervisor" shall mean Corey Keller – Sewer Supervisor or his designated representative, wherein the equipment will be operated and maintained.
 - The term "Key Equipment & Supply Co. Principal" shall mean the principal person or his/her designated representative of Key Equipment & Supply Co., with whom this contract shall apply.
 - The term "normal work day" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year.
 - The term "normal working hours" shall mean a 35-40 hour work week. The time period of a normal workday when the main equipment shop and/or maintenance facility is normally open for operation.
 - The term "in-service date" shall mean the date Dodge City places the unit in operation. This will be documented by the Key Equipment territory manager.
1. The maintenance contract period shall be a **5-year** term.
 2. The training will require a minimum of one (1) day for operating and one (1) day for daily maintenance.
 3. City is responsible for parts and labor cost for the following:
 - a) All replacement nozzles, leader hose, debris hose, and rodder hose
 - b) Normal wear items (bearings, bushings, tires, etc.)
 - c) Operator for the Vactor 2100i
 - d) Daily maintenance of the equipment in accordance with instructions from Key Equipment & Supply Co. and/or the manufacturer
 - e) City must also provide fuel and insurance for the unit

4. Key Equipment is responsible for the cost and labor of the following:
 - a) All Factory Vactor recommended preventative maintenance requirements for the Vactor 2100i. (i.e. hydraulic fluid and filter, hub oil, engine oil and fluids, a/c system service)
 - b) All electronic updates and adjustments to maintain top efficiency in performance. Operator damage is not included.
 - c) All chassis routine maintenance. Including oil and fluid changes, brake adjustments and all scheduled maintenance per the chassis manufacturer.

5. This proposal is based on maximum average annual usage of the Vactor 2100i of 2,333 engine hours per year. An hourly charge of \$50/hr will be invoiced for hours exceeding 2,333 annual engine hours per year.

6. Key Equipment will provide the City official with a repair estimate for any repairs not covered by the maintenance agreement. Any repairs that require a separate invoice will require City approval.

7. This guarantee shall be in effect for a period of **5-years**. Time will be measured in calendar years from the in-service date and engine hours will be recorded on the electric, solid state hour meter provided with the unit.

8. The City is responsible for payment of Title and License Plate Fees.

Billing information:

City of
 Address:
 City, State Zip:
 Contact Name:
 Contact Title:
 Contact Phone:
 Contact Email:

City of Dodge City

By: _____

Name: _____

Title: _____

Date: _____

Key Equipment & Supply Co.

By: _____

Name: _____.

Title: _____.

Date: _____



REPURCHASE AGREEMENT

This Repurchase Agreement (the "Agreement") is entered into as of this ____ day of _____, by and between **Key Equipment & Supply Co.**, with its principal place of business at 6716 Berger Ave, Kansas City, KS 66111 ("Dealer"), and the **City of Dodge City** with its principal place of business at 100 Chaffin RD. ("City"). Customer retains first right to attain equipment at final payment amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dealer and City hereby agrees as follows:

AGREEMENT

1. **Repurchase.** Upon expiration of the 5-year maintenance agreement in accordance with the Key Maintenance Agreement Documents, Dodge City reserves the right to acquire equipment. Should City of Dodge City decide to maintain repurchase agreement with Dealer, Dealer shall repurchase the Vactor 2100i ("Vehicle") subject to satisfaction of the conditions therefore and as otherwise provided herein. The City of Dodge City shall give written notice of intention to execute or not execute this Repurchase Agreement, six months in advance of end of term.

2. **Delivery.** Dealer shall obtain possession of and deliver Vehicle for repurchase to Dealer's location set forth above or such other location as Dealer may designate. The date of delivery of the Vehicle to such location shall be the "Delivery Date."

3. **Price.** The price of the repurchased Vehicle (the "Repurchase Price") shall be Two Hundred Forty Four Thousand Five Hundred and Thiry Five Dollars (**\$244,535.00**) as set forth in Guarantee BuyBack Amount attached hereto.

4. **Title.** Title for each Vehicle will be sent to Dealer or its authorized representative within 10 business days of receipt by City of the Repurchase Price as defined above, in good funds. Title to each Vehicle shall be free and clear of any liens or encumbrances.

5. **Payment.** Full payment by Dealer of the amount of the Repurchase Price determined pursuant to Section 3 hereof shall be made within five (5) business days following the Delivery Date of the Vehicles to Dealer.

6. **Transportation Charges.** Dealer shall be responsible for arranging transportation of each Vehicle for delivery to the address set forth above or other location designated by Dealer as provided herein.

7. **Sole Parties.** This Agreement is made exclusively for the benefit and solely for the protection of Dealer and City.

8. **Binding Effect and Amendment.** Dodge City shall have no right to assign any of City's rights hereunder without the prior written consent of Dealer in its reasonable discretion. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. This Agreement may be amended, altered, or changed only by an instrument in writing signed and approved by Dealer and City.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Kansas without regard to conflicts of law principles.

10. **Notices.** Any notice, consent, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by (a) personal delivery, (b) nationally recognized overnight delivery service, (c) registered or certified mail, return receipt requested, postage prepaid, (d) telecopier or facsimile machine, or (e) e-mail to the parties as follows (as elected by the parties delivering such notice).

If to Dealer: Key Equipment & Supply Co.
Attention: Mike Vislay
PO Box 11035
6716 Berger Rd
Kansas City, KS 66111
Fax Number: (913) 788-4093
E-mail: mvislay@keyequipment.com

All notices and other communications shall be deemed to have been duly given on (a) the date of delivery if personally delivered, (b) the day after delivery to the service if by nationally recognized overnight delivery service, (c) three days following posting if delivered by mail, or (d) on the date a copy is delivered by telecopier or facsimile machine, or (e) at the time received by the recipient if delivered by e-mail, whichever shall first occur. Any party may change its address or other contact information for purposes hereof by notice to the other party given in accordance with the provisions hereof.

11. **Entire Agreement.** This Agreement, the Assignment, and the exhibits attached hereto and thereto, respectively, constitute the entire Agreement of Dealer and City concerning the transactions contemplated by this Agreement and supersede and cancel any and all previous negotiations, arrangements, agreements, understandings or letters of interest or intent.

12. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

In service date: _____

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

City of _____

Key Equipment & Supply Co.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Guaranteed BuyBack Amount

Year	Chassis	VIN	Body	Body Serial Number	Repurchase Amount
2023	KW T880		2100i		\$244,535.00



Memorandum

To: City Manager Nick Hernandez and City Commission
From: Daniel Cecil, Parks and Recreation Director
Date: Friday, September 29, 2023
Subject: Approval playground grant applications and safety surfacing
Agenda Item: New Business

Purpose: This request is to approve the grant application to the Community Foundation of Southwest Kansas and the grant application to Gametime Recreation to implement two new playsets, one at Lions Park and one at Beeson Arboretum. The approval of turf grass safety surfacing to go under each playset is also being requested concurrently. The City's match for this budgeted project is an amount not to exceed \$86,000.

Background: Parks staff has conducted playset evaluations of the many play areas offered to the community and Lions and Beeson Parks and issues have been identified that need to be addressed. Both playsets were installed in the late 1990's and are showing their age. Paint is wearing off, plastic is getting worn down on steps and the safety surface under both are needing attention to stay up to standards.

Justification: Gametime is currently running a Community Champions Playground Grant opportunity that provides 100% matching funds when \$75,000 is dedicated to the purchase of a playset or multiple playsets. In addition, applying for a grant from the Community Foundation of Southwest Kansas to help cover the cost of the match portion of the playset will allow for the purchase safety surface and site amenities such as shade sails and park benches for both sites. The Community Foundation currently is in their open grant period from September 1st through October 1st, which includes government entities. The Community Foundation funds are specifically focused on children's issues which makes the much-needed improvements to these parks a great fit for the application. Gametime is well known for their seven principles of inclusive playground design, giving all children, including those with mental and physical disabilities, the same opportunities to be active and recreate as any other child would be given. The City has worked with Gametime on other playsets to Dodge City, including the playsets at Legends Ballpark, Speirs Park and Kiwanis Park.

Financial Considerations: The total cost for two playsets is \$150,000. The Gametime grant match is \$75,000. We are requesting \$75,000 from the Community Foundation to fund our portion of the match required. The City will also need to fund safety surfacing under both playsets in an amount not to exceed \$86,000. \$80,000 is budgeted for playset improvements in 2023 and \$120,000 is included in the 2024 budget. Matching funds will be paid for from (add budget area)

Mission/Values: This project aligns with the City's core purpose to make Dodge City the best place to live and work.

Legal Considerations: None

Attachments:

Community Foundation of Southwest Kansas Grant Application
Gametime Community Champions Playground Grant Application
Playset Concepts
Safety Surfacing quotes



COMMUNITY FOUNDATION
of Southwest Kansas

2023 GRANT APPLICATION

**Return completed form and requested attachments.
Please use this sheet as the cover page for your project proposal.**

Date: _____

Requesting Organization: _____

Fed Tax I.D. #: _____ Year Incorporated: _____

Project Name: _____

Address: _____

Telephone: _____ Email: _____

Total Cost of the Project: \$ _____ Amount Requested: \$ _____

Contact Person for this project is: _____

Please include:

- Attach a detailed budget for this project.
- Nonprofit organizations need to attach the IRS determination letter.
- Nonprofit organizations attach a copy of the most recent financial statement.
- Past CFSK grant recipients should attach press releases or other public announcements of past grant awards.
- Grant Applications are due no later than 10/01/2023.
- Please do not staple, use paper clips. Do not put material in a presentation folder or binder. Applications must be photo-copy ready. Please DO NOT submit application by e-mail or fax.

Briefly describe how you will make a public announcement(s) or garner publicity for the award of the grant.

Summary of the proposed project. Please note the desired outcome of your project. (*Maximum of 400 words.*)



COMMUNITY FOUNDATION *of Southwest Kansas*

The Community Foundation of Southwest Kansas (Foundation or CFSK*) requires that the grant recipient execute this funding agreement prior to the disbursement funds.

Grant recipients agree to:

I. Use the name and/or logo of the Community Foundation of Southwest Kansas in connection with funded or partially funded projects that relate this grant award.

II. Provide the Foundation with two reports telling how funds were used. Statistical information, (ie: how many people served) and results or outcome of your project/program if possible. Reports are due no later than May 1 and September 1 (Photographs are always appreciated.)

III. At no time shall funds from this grant be used to carry on propaganda or attempt to influence legislation within the meaning of IRS Code section 4945; or, influence the outcome of any specific public election; or, to carry on directly or indirectly any voter registration drive.

IV. All funds shall be used for charitable purposes; and, reasonable records of expenditures relating to this grant will be kept and made available upon request. Unused funds shall be returned to the Community Foundation.

V. The Community Foundation request the Foundation’s logo is used in conjunction with your organization’s press **releases, newsletters and other publications** that reference this grant. CFSK’s logo is available upon request.

VI. The Community Foundation request the grant recipients prepare and present to the local newspapers a press release detailing the grant recipients’ program and acknowledging the funding or partial funding from the Foundation. Please forward newspaper clippings to the Foundation.

VII. Failure to abide by any or all the Grant Agreement terms, listed above, could result in disqualification for future grants and/or a request from the Community Foundation for the return of the granted funds.

VIII. Grant funds are recommended to be held in a separate account.

Publicity Waiver: CFSK* reserves the right to publicize awarded grant through a variety of media channels. Grant recipients agree to participate and give CFSK permission irrevocably and in perpetuity without additional compensation use, adapt, reproduce, distribute, display the name and any marks owned by grant recipient, in whole or in part, throughout the universe, in connection with promotion or marketing activities of CFSK and/or affiliates.

APPLYING ORGANIZATION’S SIGNATURE IS REQUIRED

Managing Director’s Signature (applicant)

Board Chair’s Signature (applicant)

Please Print Name

Please Print Name

Primary Phone Number: _____

Email: _____

Timing
I am ready to purchase

How Much Funding Have You Raised So Far?
\$50,000 - \$100,000

Age range of players
5 to 12

Total play area size
40' x 58'

Is the project site level?
Yes

Lead Notes
Lead Type Other

Sales Associate
Justin Long

Primary Industry *
Park and Rec

First Name *
Ross

Phone Number
785-505-0891

Title

Address 1
1600 4th Ave

City
Dodge City

Country
UNITED STATES

Description of organization, goals, and consideration for grant
Through a joint effort of the City of Dodge City Parks and Recreation and Dodge City Lion's Club dating back to 1935 Lions Park which is located in North Central Dodge City is one of the most popular neighborhood parks. Over the years through the joint effort Lions Park has transformed and had numerous improvements. Our goal now is to replace the existing playset that dates back to 1997 with a new modern playset that meets ASTM standards of safety, as well as upgrade the safety surface from sand to a modern turf surface. This project aligns with our organizational values of ongoing improvement, working toward excellence, safety. We champion kindness in our community and actively work to improve the lives of all people. The City of Dodge City Parks and Recreation Department is grateful for the partnership developed with the Lion's Club. The cooperative relationship continues to help provide an improved park and new leisure opportunities for the community.

GameTime Dollar Amount Match
80000

Expected number of players
20-50

Special Site Conditions
Currently the site does have a concrete stem wall around the existing playset.

Type of Funding Requested
Up to 100% Matching Funds on Play Systems

Customer Name
Dodge City Parks and Recreation

Secondary Industry
Select

Last Name *
Sweley

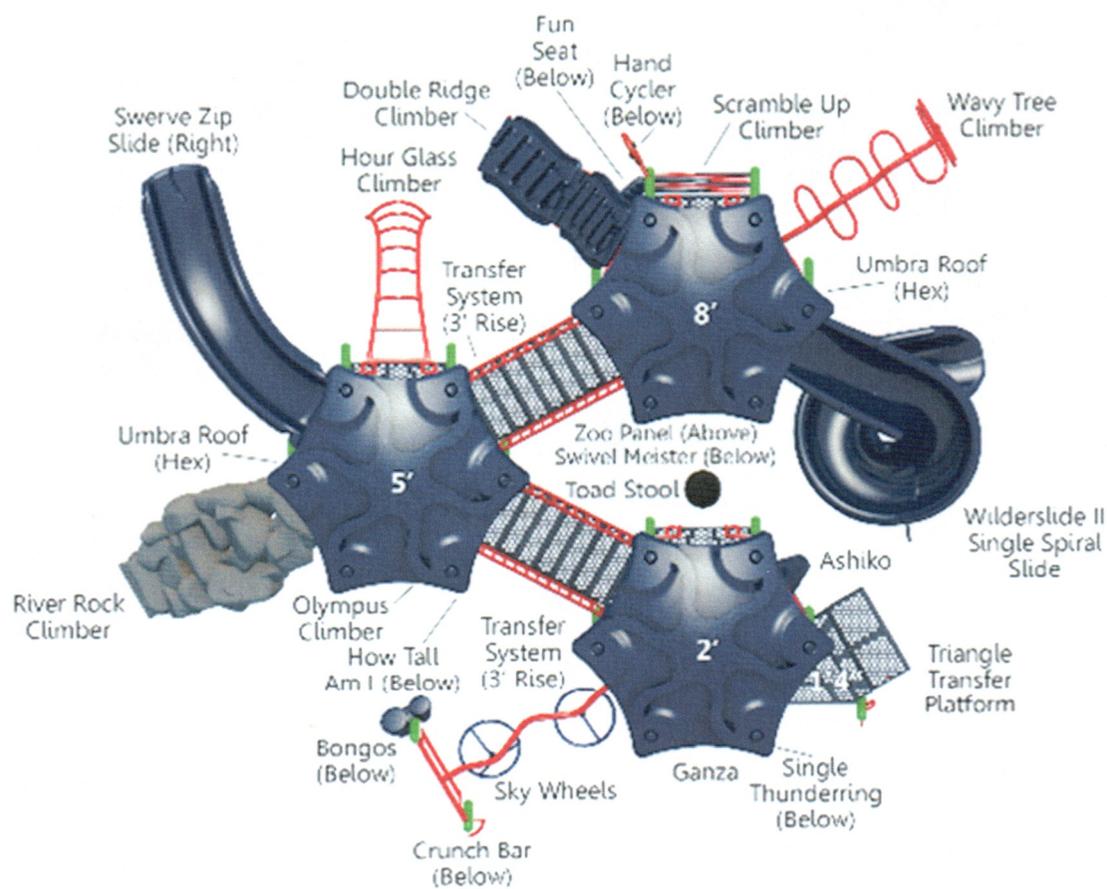
Email Address *
rosss@dodgecity.org

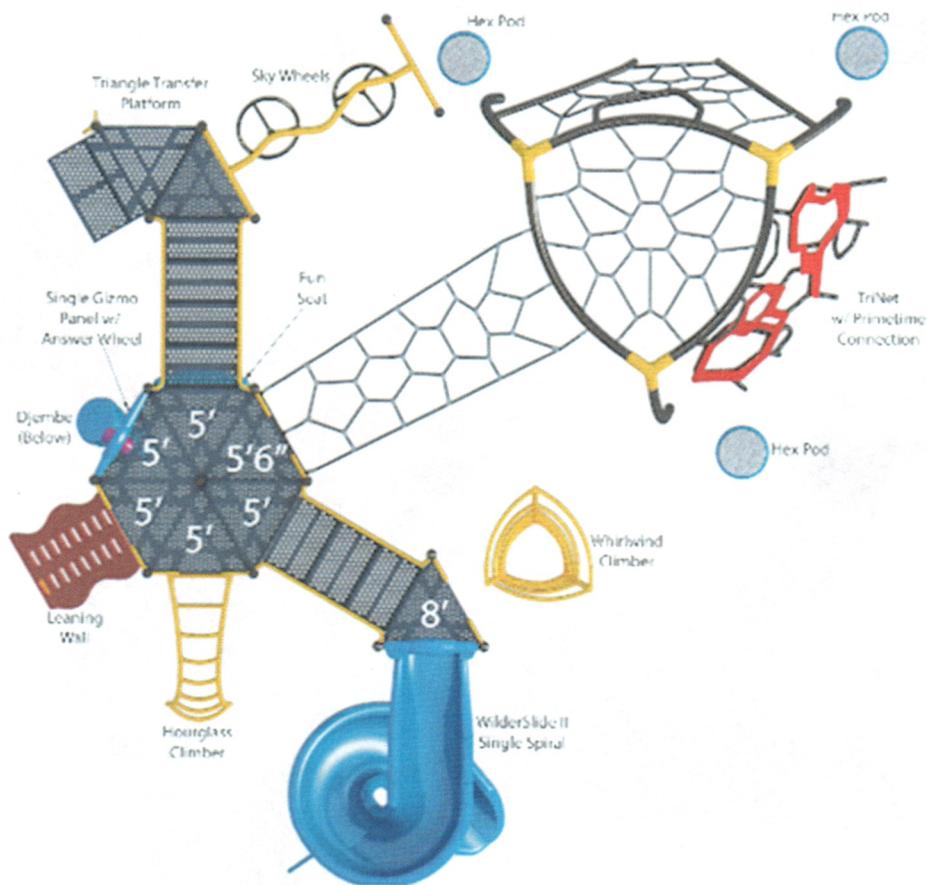
Job Function
Select

Address 2

State
KS

Zip Code
67801







Proposal #6703

Date: 9/21/2023

PO #

Customer:

Daniel Cecil
118 N 14th Ave
Dodge City, KS 67801

Property:

City of Dodge City - Chaffin Rd
100 Chaffin Rd
Dodge City, KS 67801

ForeverLawn Installation "2974 Ft² Playground Lions Park"

ForeverLawn Description

FL Install

Scope of Work "2974 Ft² Playground Lions Park" Includes:

- Removal and disposal of pea gravel as needed
- Drainage gravel base
- Composite nailer boards
- Approx. 2974 Ft² Playground Academy Grass
- Geotextile fabric
- 15-year warranty for the turf
- **ADD OPTIONAL 2" SAFETY FOAM ADDS \$11,825.20**

FL Install: \$57,112.20

PROJECT TOTAL: \$57,112.20

Payment Schedule

Schedule	Price	Sales Tax	Total Price
	\$0.00		
	\$0.00	\$0.00	\$0.00

Terms & Conditions

ForeverLawn Turf will not be ordered until the 50% down payment is received.

ForeverLawn final invoice payment is due upon receipt.

Pricing Includes: All materials for the turf, installation materials, all associated freight charges.

Turf will be custom ordered based on the measurements provided by the customer. Turf is non-returnable without presence of defect. Customer agrees to the design and scope of work by signing the blueprint attached with this contract. Customer is responsible to provide ForeverLawn notice of any changes in design and scope immediately. Failure of the customer to provide ForeverLawn notice of changes in design and scope may result in additional charges for turf at market cost, labor at standard labor rate, and redeployment of installation crew up to \$2500. ForeverLawn will not be responsible to pay liquidated damages for project completion date if customer has initiated two or more delays since the date of signed contract or a delay initiated by the customer within 30 days of project completion date. ForeverLawn will not be responsible for additional work needed based on incorrect site preparation work performed by the customer. If additional work is performed by ForeverLawn due to improper site preparation work, the remaining balance due will be adjusted or a change order with adjusted balance will be completed.

ForeverLawn will bill for materials ordered for the upcoming project upon ForeverLawn's purchase of those materials.

No work outside the scope of this contract or proposal will be performed without the knowledge and/or permission of the property owner or their representative. Additional work will either be quoted or performed at ForeverLawn's current labor rate per man-hour.

By 

Andrew Manion

Date 9/21/2023

**Commercial Lawn Management
of Wichita**

By _____

Date _____

City of Dodge City - Chaffin Rd



Proposal #6704

Date: 9/21/2023

PO #

Customer:

Daniel Cecil
118 N 14th Ave
Dodge City, KS 67801

Property:

City of Dodge City - Chaffin Rd
100 Chaffin Rd
Dodge City, KS 67801

ForeverLawn Installation - "1610 Ft² Playground"

ForeverLawn Description

FL Install

Scope of Work "1610 Ft² Playground" Includes:

- Removal and disposal of the existing surface
- Gravel base
- Composite nailer boards
- Approx. 1610 Ft² Playground Academy Grass
- Rubber infill
- 15-year warranty for the turf
- **ADD OPTIONAL 2" SAFETY FOAM ADDS \$6610**

FL Install: \$28,833.50

PROJECT TOTAL: \$28,833.50

Payment Schedule

Schedule	Price	Sales Tax	Total Price
	\$0.00		
	\$0.00	\$0.00	\$0.00

Terms & Conditions

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By 

Andrew Manion

Date 9/21/2023

**Commercial Lawn Management
of Wichita**

By _____

Date _____

City of Dodge City - Chaffin Rd