

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, November 5, 2012

7:00 p.m.

MEETING #4904

CALL TO ORDER

ROLL CALL

INVOCATION by Pastor Greg Savage of First Southern Baptist

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

PUBLIC HEARING

Property Tax Abatement Crust Buster/Speed King

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 15, 2012;
2. Appropriation Ordinance No. 21, November 5, 2012;
3. Cereal Malt Beverage License
 - a. Taco Palenque, 307 Military Avenue
 - b. Presto #1624, 2615 E. Trail Street
 - c. Presto #1625, 609 S. 2nd Avenue
4. Approval of \$20,000 funding request for Television Advertisement with the State of Kansas Travel and Tourism Division;
5. Approval of Change Order No. 1 of 14th Avenue Reconstruction ST 1105;
6. Approval of Contract with Mid Continental Restoration for Stone & Masonry work at the Depot.

ORDINANCES & RESOLUTIONS

Resolution No. 2012-33: A Resolution providing for Advalorem Property Tax Exemption Under Section 13, Article 11 of the Constitution of the State of Kansas for Crustbuster/Speed King of Dodge City, Kansas. Report by City Joann Knight, Executive Director, DC/FC Dev Corp.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of bids for the Rehabilitation of Water Well #5. Report by, Superintendent of Public Works, Mike Klein.
2. Approval of YMCA Agreement. Report by Assistant City Manager, Cherise Tieben.
3. Presentation of YMCA Construction Project. Report by YMCA.
4. Approval of YMCA Membership Rate Proposal. Report by YMCA.
5. Appointment of City Commission to YMCA Board. Report by Assistant City Manager, Cherise Tieben.
6. Approval of Moderate Income Housing Program Grant Agreement.
7. Approval of Purchase of 2 Pickups. Report by Assistant Superintendent of Public Works, Corey Keller.
8. Approval of Purchase of Detective Vehicles. Report by Assistant Superintendent of Public Works, Corey Keller.

OTHER BUSINESS

ADJOURNMENT

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*
From: Joann Knight, Executive Director, DC/FC Dev Corp
Date: October 30, 2012
Subject: CrustBuster/Speed King Property Tax Exemption Request
Agenda Item: Public Hearing and Resolution

Recommendation: The Tax Abatement Review Committee consisting of representatives from each of the affected taxing entities recommends approval of a pro-rated nine-year tax exemption for CrustBuster/Speed Kings new paint facility located at 2300 East Trail Street, Dodge City, and Kansas. The review committees recommendation is that the company will pay in full the new taxes for the first year of this expansion due to the tax bills being submitted prior to final approval from the Court of Tax Appeals on this project. The exemption will begin in year two with a ninety-percent rate declining ten percent each year following. Members of the review committee include: William Hammond – USD 443, Vada Hermon – Dodge City Community College, Sharon Seibel – Ford County and Nannette Pogue – City of Dodge City.

Background: CrustBuster/Speed King currently employs 93 employees in Dodge City and 54 in Spearville. In 2011, the plant experienced a devastating fire, which destroyed their paint shed. They were forced to move quickly to replace the building in order to control lose of sales. Because of the valuation difference between the new paint facility and the old paint shed, the company realized that their property taxes would increase approximately \$35,000 annually. This unexpected expense will cause a substantial impact on the company's financial bottom line.

The construction cost for this is expansion was \$800,000 with an additional \$750,000 in new equipment. They will be adding an additional 5 jobs in Dodge City over the next ten years.

A notice was published in the Dodge City Daily Globe on October 26, 2012, notifying the public of the public hearing. The same notice was sent to Ford County, USD #443 and Dodge City Community College.

Justification: Tax exemptions for manufacturing facilities are eligible for up to 100% for ten-years under the constitution property tax exemption laws of the State of Kansas now referred to as EDX.

Financial Considerations: The prorated nine-year scenario offers new tax revenues to the taxing entities in year one of the project. The cost benefits for each taxing entity show in excess of a 1.3 – 1.0 rate of return to all jurisdictions which indicates a favorable project to the State of Kansas.

Purpose/Mission: On going community improvement. This will allow manufacturing jobs to be retained and grow in Dodge City.

Legal Considerations: Allowed by the Kansas Constitution

Attachments: Resolution

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, October 15, 2012

7:00 p.m.

MEETING #4903

CALL TO ORDER

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

INVOCATION by Jeff Turner with First Missionary Church

PLEDGE OF ALLEGIANCE

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

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, September 27, 2012
2. Approval of City Commission Meeting minutes, October 1, 2012
3. Appropriation Ordinance No. 20, October 15, 2012.

Commissioner Jim Sherer moved to approve the Consent Calendar as presented; Commissioner Brian Delzeit seconded the motion. Motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3550: Rezoning property at Fourteen Avenue and Soule Street. Was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer the motion carried unanimously.

NEW BUSINESS

1. The Lobbyist agreement with Pinegar and Smith through the Southwest Kansas Coalition and payment of \$12,167.00 from the City of Dodge City was approved on a motion by Commissioner Jim Sherer and seconded by Commissioner Kent Smoll. The motion carried unanimously.

2. The Development agreement with Jawad, LLC (IHOP) was approved on a motion by Commissioner Jim Sherer and seconded by Commissioner Joyce Warshaw. The motion carried unanimously.
3. The Bid from JAG Construction in the amount of \$331,753.00 to Construct Hangar at Dodge City Regional Airport was accepted. The project will require additional concrete to ramp area in the amount of \$18,125.00 for a total project amount of \$349,878.00. Commissioner Jim Sherer moved to approve bid project and financing and Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

OTHER BUSINESS

Ken Strobel

- Attended the Kansas League of Municipalities conference last weekend and;
- Attended the Hearing of Kansas Gaming and Racing in Topeka on an issue of licenses; doing business with the Casino;
- Congratulations to Jane Longmeyer for her nomination and Award of Thanks for Beautification efforts;
- May need to have a Special Meeting before the next regular meeting.

Cherise Tieben

- Reported on a meeting she attended in Seward County regarding Immigration Issues.

Jane Longmeyer

- Attended an Annual Dinner Meeting with Black Hills on October 16, 2012;
- Dodge City is hosting the Tourism Conference this week;
- RSVP for League of Kansas Municipalities Regional Supper on October 23 in Liberal.

Joyce Warshaw

- Thanked Ken and Staff for thorough Agendas and Weekly Reports.

Jim Sherer

- Thanked Kent, Ken, Mike, Jane Longmeyer and Corey Keller for attending the League Meeting and for their support for attending.

Kent Smoll

- Mentioned, Jim Sherer as past President of League of Kansas Municipalities and thanked him for his hard work;
- Attended League session regarding GIS;
- The TIAK Conference is being held this week in Dodge City.

Rick Sowers

- Thanked Staff for work the CVB is doing on the TIAK Conference and;
- Congratulations to Jim Sherer for League President and keeping Dodge City in the forefront.

ADJOURNMENT Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried unanimously.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

☐ City or ☐ County of _____

SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License ☐ Special Event Permit

Check One:

- ☐ License to sell cereal malt beverages for consumption on the premises.
☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required):

Name: <u>Gloria De Leon / Valeria Garcia</u>	Phone No. <u>620 338-8742</u>	Date of Birth <u>5-7-57</u>
Residence Street Address <u>711 Ave C</u>	City _____	Zip Code _____

Applicant Spousal Information

Spouse Name <u>N/A</u>	Phone No. <u>N/A</u>	Date of Birth _____
Residence Street Address _____	City <u>N/A</u>	Zip Code _____

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Taco Palenque</u>	Name _____
Business Location Address <u>307 E Military</u>	Address _____
City <u>Dodge City</u> State <u>Kansas</u> Zip <u>67801</u>	City _____ State _____ Zip _____
Business Phone No. <u>620 225-3682</u>	☒ I own the proposed business or special event location. ☐ I do not own the proposed business or event location.
Business Location Owner Name(s) <u>Gloria De Leon</u>	

SECTION 4 - APPLICANT QUALIFICATION

I am a U.S. Citizen	☒ Yes ☐ No
I have been a resident of Kansas for at least one year prior to application.	☒ Yes ☐ No
I have resided within the state of Kansas for _____ years.	
I am at least 21 years old.	☒ Yes ☐ No
I have been a resident of this county for at least 6 months.	☒ Yes ☐ No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	☒ Yes ☐ No Have Not Have
My spouse has previously held a CMB license.	☐ Yes ☒ No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	☐ Yes ☒ No

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☐ City or ☐ County of Dodge

SECTION 1 - LICENSE TYPE

Check One: ☐ New License ☒ Renew License

Check One:

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

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

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-561574463F-01

Name of Corporation The Pantry, Inc.	Principal Place of Business Cary, NC		
Corporation Street Address 305 Gregson Drive	Corporation City Cary	State NC	Zip Code 27511
Date of Incorporation 07/13/1987	Articles of Incorporation are on file with the Secretary of State.		☒ Yes ☐ No
Resident Agent Name Todd W. Solomon	Phone No. 620-640-0050		
Residence Street Address 1704 Central Avenue	City Dodge City	State KS	Zip Code 67801

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location)				Mailing Address			
DBA Name Presto #1624				Name The Pantry, Inc.			
Business Location Address 2615 E. Trail Street				Address PO Box 8019			
City Dodge City	State KS	Zip 67801		City Cary	State NC	Zip 27512	
Business Phone No. 620-227-2625				☒ Applicant owns the proposed business location. ☐ Applicant does not own the proposed business location.			
Business Location Owner Name(s) The Pantry, Inc.							

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

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

Name Dennis G. Hatchell	Position CEO	Date of Birth 04/06/49
Residence Street Address 1875 Runnymede Road	City Winston Salem	State NC
		Zip Code 27511
Spouse Name Marjorie T. Hatchell	Position	Date of Birth 07/23/50
Residence Street Address 1875 Runnymede Road	City Winston Salem	State NC
		Zip Code 27511
Name Berry L. Epley	Position Officer	Date of Birth 02/27/66
Residence Street Address 3365 Seven Lakes West	City West End	State NC
		Zip Code 27376
Spouse Name Kimothy Epley	Position	Age 12/21/66
Residence Street Address 3365 Seven Lakes West	City West End	State NC
		Zip Code 27376
Name Lindsay S. Cunningham	Position Officer	Date of Birth 12/08/72
Residence Street Address 3208 Fox Terrace Drive	City Apex	State NC
		Zip Code 27502
Spouse Name Sean Cunningham	Position	Age 06/11/64
Residence Street Address 3208 Fox Terrace Drive	City Apex	State NC
		Zip Code 27502

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Dodge

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Check One: ☐ New License ☒ Renew License

Check One:

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

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Residence Street Address 1704 Central Avenue		City Dodge City	State KS
		Zip Code 67801	

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location)			Mailing Address		
DBA Name Presto #1625			Name The Pantry, Inc.		
Business Location Address 609 S. 2nd Avenue			Address PO Box 8019		
City Dodge City	State KS	Zip 67801	City Cary	State NC	Zip 27512
Business Phone No. 620-227-2692			☒ Applicant owns the proposed business location. ☐ Applicant does not own the proposed business location.		
Business Location Owner Name(s) The Pantry, Inc.					

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

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Name Lindsay S. Cunningham		Position Officer		Date of Birth 12/08/72	
Residence Street Address 3208 Fox Terrace Drive		City Apex	State NC	Zip Code 27502	
Spouse Name Sean Cunningham		Position		Age 06/11/64	
Residence Street Address 3208 Fox Terrace Drive		City Apex	State NC	Zip Code 27502	

Memorandum

*To: City Manager
Assistant City Manager*
From: Jan Stevens Director CVB
Date: 10/30/2012
*Subject: \$20,000.00 funding request for
television advertisement with
the State of Kansas Travel and
Tourism Division*
*Agenda Item: Consent Calendar/ approval
from City Manager*

Recommendation: Staff recommends continuation of the partnership with the State of Kansas Travel and Tourism Division in the form of funding for shared television advertisement for Dodge City. The television ads will be aired in Dodge City Drive markets, with 1.1 millions impressions, and air 5,645 commercials. This year the partnership includes a Rich Media (digital) campaign, and a targeted e-Blast. The program is a \$71,700.00 value to Dodge City. This partnership is at the rate of \$20,000.00 per year.

Background: The State of Kansas established a partnership for a T.V. ad program in 2007; it has continued to be a successful program. In the past, the Convention and Visitors Advisory Board voted unanimously to endorse the support of using this program.

Justification: The Convention and Visitors Bureau has used this television co-op for the past five years. The State of Kansas reported a return on investment of \$90.00 for every \$1.00 spent for the total program campaign. Cost of services restrain the CVB from purchasing this magnitude of air time on our own, efforts to secure services have proven to be cost prohibitive with out this partnership.

Financial Considerations: I have included the expense into my 2012 budget. There is currently funding to support this partnership.

Purpose/Mission: The inclusion of this advertisement supports the mission of the CVB in the pursuit to promote and market Dodge City and the area's resources, attractions, and assets to prospective tourists.

Legal Considerations: None

Attachments: I am including an overview of the program.

Supporting documents available upon request.

2013 Tourism Partner Co-Op Marketing Package

The 2013 package includes TV, both out-of-state and in-state ads, digital media, email blast and fulfillment.

Television

Ads will run during the spring travel planning season for out-of-state placements. The ads themselves will be :15 "bookend" buys, with one ad at the top and one at the close of the commercial break. We will refresh the seven 15-second ads that were developed for the 2012 campaign, including changing the graphics to community names. The call to action is to visit TravelKS.com. The TravelKS.com homepage will be outfitted to receive these visitors and direct them to the area(s) that interest them most.

New for 2013 are two in-state campaigns with one in the spring and one in the fall. Out-of-state target markets are based on a "visitor index" created from RUF data analysis of propensity to visit Kansas and cost per inquiry based on 2011 campaign. (Reach, frequency, impressions and number of ads for both in-state and out-of-state below are approximations based on 2012 media placement.)

Timing of Television Placements - Out-of-State

We will run our out-of-state television spots in one three-week campaign in April-May 2013:

Lincoln, Hastings, Kearney 3,046.77 visitor index
(602 spots): 2,070,893 impressions, 90% reach, 17.1 frequency
Columbia, Jefferson City 1,091.10 visitor index
(480 spots): 1,490,991 impressions, 90% reach, 19 frequency
Kansas City 1,056.60 visitor index
(458 spots): 7,307,594 impressions, 90% reach, 17 frequency
Springfield, MO 1,034.59 visitor index
(408 spots): 3,291,059 impressions, 90% reach, 17.5 frequency
Joplin, Pittsburg 867.85 visitor index
(366 spots): 1,168,785 impressions, 90% reach, 17.6 frequency
Tulsa 836.58 visitor index
(360 spots): 3,864,660 impressions, 90% reach, 16.1 frequency
Oklahoma City 944.96 visitor index
(363 spots): 5,374,480 impressions, 90% reach, 17.8 frequency

Timing of Television Placements - In-State

Our 2013 in-state spots will run in two separate campaigns:

- April - June 2013
Three flights, three weeks each flight, one week off between each flight
- September - October 2013
Two flights, three weeks each flight, one week off between each flight

The spots will air in the following markets:

- Wichita broadcast (103 spots per flight): 2.47 million impressions, 81.9% reach 4.1 frequency
- Wichita cable (201 spots per flight): 368,000 impressions, 56.4% reach, 2.2 frequency
- Topeka broadcast (78 spots per flight): 920,000 impressions, 86.2% reach, 3.9 frequency
- Topeka cable (228 spots per flight): 358,000 impressions, 77.7% reach, 3.1 frequency
- Lawrence cable (393 spots per flight): 140,000 impressions, 58.5% reach, 4.1 frequency
- Pittsburg cable (126 spots per flight, non-rated market)

Rich Media Advertising Campaign

Digital advertising in the form of rich media ads is added to the Partner Marketing Plan for 2013. Engage potential visitors with many opportunities to interact with your destination's message. In your themed ad, you'll have the opportunity to select two links/tabs that could allow viewers to download a coupon, watch a video, view a slideshow, follow your social media profiles, etc. Every ad will include a tab for viewers to request visitor information. Our fulfillment center will include your destination's travel information fulfillment piece (limited to one brochure) along with the Official Kansas Travel Guide and KDOT map. We'll supply you with the lead as well.

Along with being highly engaging, these 300 x 250 rich media ads are extremely trackable. Each week you will receive performance reports showing the number of impressions and interactions generated by your ads (number of coupons downloaded, visitor information requested, videos watched, etc.).

This ad* program will consist of two 45-day campaigns, the first kicking off in May with Spring/Summer messaging in coordination with the state's TV campaign. The second campaign will be in the Fall, starting in September (you may run a 90 day campaign if preferred). These ads will be behaviorally targeted by the overall ad theme (arts/culture, hunting, discovery, history, etc.) and geo-targeted to reach people living in our drive markets including: Kansas, Missouri, Colorado, Oklahoma and Nebraska. You will receive more than 1.1 million impressions.

**Includes one ad with one round of revisions based on ad copy and basic creative assets(images, logos, video, etc.) provided by the destination. Ad functionality and design layout will be handled by jhP. Any custom photography, stock photography or video editing will incur additional costs. JHP will provide a written estimate for ad production if it is above and beyond the scope outlined above.*

Targeted e-Blast

One exclusive email to 40,000 Kansas Tourism subscribers in our database. We will schedule one exclusive destination e-blast in a month. So lock in your preferred month early. We'll build your message within our template. We suggest your message include special offers as those generally result in the most opens and click-throughs.

Value

Out-of-state TV placement	\$43,000
In-state TV placement	\$17,500
Rich media placement	\$10,000
Fulfillment for rich media leads	\$ 1-2 per lead first class mail
Exclusive e-blast	\$1,200
TOTAL VALUE	\$71,700

Partner Package Investment	\$20,000
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Memorandum

To: City Manager
Assistant City Manager
City Commissioners
From: Ray Slattery,
Director of Engineering
Services
Date: October 25, 2012
Subject: 14th Ave. Reconstruction
ST 1105
Agenda Item: Consent Calendar

Recommendation:

Background: 14th Avenue Reconstruction was approved by the Commission on August 6, 2012.

Justification: Unclassified Excavation by Milling – The decrease of 1649 S.Y. was a result of the contractor submitting an alternate proposal to remove the existing pavement by back-hoe and not milling. Staff considered the minimal amount of millings that would come from the project, timing of the work. Staff decided to accept the Contractors proposal. This was a cost saving measure of \$5,161.37.

Unclassified Excavation by Back-Hoe – The contractor submitted a proposal to remove the existing pavement by this method. See above for explanation.

9" PCC Pavement – The increase of 263 S.Y. represents actual field measurements. A majority of the increase in the 9" PCC Concrete was due to the deletion of most of the "High Early" concrete. The contractor's work schedule and weather eliminated the need to use "High Early" concrete at the business drives along 14th Ave. Some additional 9" Pavement was placed at the Spruce St. intersection.

9" PCC Pavement, "High Early" – The decrease of 214 S.Y. represents actual field measurements. See note above on 9" PCC Pavement for explanation.

Rem./Repl. Curb & Gutter – The additional 8 L.F. of Curb and Gutter was added because staff felt that there was section of curb and gutter adjacent to the curb and gutter that was being repaired, that needed to be replaced.

Financial Considerations: Change Order No.1 is for an decrease of \$2,937.17

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

Legal Considerations: N/A

Attachments: Change Order No.1

Change Order

PROJECT NUMBER: ST 1105

REQUEST NUMBER:

RECOMMENDED FOR APPROVAL:

Ray Slattery, P.E.
Director of Engineering Services

By:

Mayor or City Manager

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: October 31, 2012

Subject: Depot Stonework Contract

Agenda Item: Consent Calendar

Recommendation: Staff recommends authorizing the Mayor to execute the contracts with Mid-Continental Restoration for repair and renovation of the stone and brick work at the Santa Fe Depot facility.

Background: At the October 1st meeting, the City Commission accepted the bid from Mid-Continental Restoration for the repair of the stonework and the re-pointing of the brick exterior for the Santa Fe Depot. The contractor has now provided a signed contract document, the necessary bond forms, and certificate of insurance to fulfill his requirements to enter into contract.

Once the contract is executed by the City, Mid-Continental will be provided a Notice to Proceed and they will have 190 days to complete the work.

Justification: This project is necessary to stop the ongoing deterioration of the stone and masonry work at the facility and to prevent moisture from entering the facility and compromising the structure.

Financial Considerations: Funds are budgeted in the Tourism Task Force budget allocated from the organizational funding from Why Not Dodge sales tax.

Purpose/Mission: This project is consistent with the City's core value of Ongoing Improvement.

Legal Considerations: None

Attachments: AIA Contract Document

CC: Melissa McCoy



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Tenth day of October in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Dodge City
806 Second Avenue
Dodge City, KS 67801

and the Contractor:
(Name, legal status, address and other information)

Mid-Continental Restoration, Inc.
401 E. Hudson
Fort Scott, KS 66701

for the following Project:
(Name, location and detailed description)

Santa Fe Depot Building Improvements
(Project A and Project B that generally include cleaning, repair and replacement of brick veneer, stone veneer and masonry joints of the exterior building walls.)
Dodge City, Kansas

The Architect:
(Name, legal status, address and other information)

GLMV Architecture, Inc.
1525 E. Douglas
Wichita, KS 67211

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101[™] – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 08:31:57 on 10/12/2012 under Order No.4030146174_1 which expires on 07/11/2013, and is not for resale.

User Notes:

(1970760536)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| The date of commencement of the Work shall be seven days from the date of the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Ninety (190) days from the date of commencement.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Four Thousand Six Hundred Sixty and no/100 Dollars (\$134,660.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
1. Brick veneer	Per brick	\$32.00
2. Stone veneer	Per brick	\$217.00
3. Repoint brick/stone mortar joints	Per linear foot	\$1.55

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Contingency Allowance	\$40,000

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner's Representative will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

15 % per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Mr. Paul Lewis
Director, Parks and Recreation
City of Dodge City
806 Second Avenue
Dodge City, KS 67801

§ 8.4 The Contractor's representative:
(Name, address and other information)

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User Notes:

(1970760536)

Init.

Mr. Paul Underwood
Mid-Continental Restoration, Inc.
401 E. Hudson
Fort Scott, KS 66701

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 16, 2012.

Refer to Exhibit A, attached, for enumeration of the Owner's Insurance Requirements.

Refer to Exhibit B, attached, for enumeration of Supplementary and Other Conditions of the Contract contained in the Project Manual and which include Invitation to Bid, Instructions to Bidders, Bid Form, General Conditions of the Contract for Construction, and Supplementary Conditions, all of which are subject to provisions of the Addenda in paragraph 9.1.6.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Refer to Exhibit B attached for enumeration of Specifications which are subject to Addenda in paragraph 9.1.6.

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Refer to Exhibit B for enumeration of Drawings.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	August 3, 2012	1
2	August 7, 2012	4
3	August 14, 2012	4
4	August 17, 2012	8

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

Init.

| N/A

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Refer to Article 11 in the General Conditions AIA Document A201-2007, the Supplementary Conditions in the Project Manual, and the attached Exhibit A for requirements of insurance and bonds.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

J. Frank Halsey 10/19/12
CONTRACTOR (Signature)

J. Frank Halsey, President
(Printed name and title)

Init.

[Handwritten initials]

RESOLUTION NO. 2012- 33

A RESOLUTION PROVIDING FOR AD VALOREM PROPERTY TAX EXEMPTION
UNDER SECTION 13, ARTICLE 11 OF THE CONSTITUTION OF THE STATE OF
KANSAS FOR CRUSTBUSTER/SPEED KING OF DODGE CITY, KANSAS.

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

Section 1. That CrustBuster/Speed King of Dodge City, Kansas, has made application to the City of Dodge City, Kansas for exemption from ad valorem property tax under Section 13, Article 11 of the Constitution of the State of Kansas, for acquisition of land, buildings and improvements in the amount of \$801,000.

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

Section 3. That a public hearing on the application for tax exemption was held on November 5, 2012, during a regularly scheduled meeting of the governing body; that notice of said hearing was published in the Dodge City Daily Globe in accordance with statutory requirements; and that notice was delivered to the Board of County Commissioners of Ford County, Kansas, the Board of Education of Unified School District 443 and the Board of Trustees of Dodge City Community College, all as provided for K.S.A. 79-251.

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

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

Section 6: That it is found by this governing body that the requested exemption is necessary to create new jobs and is necessary to retain jobs at CrustBuster/Speed King located in Dodge City, Ford County, Kansas.

Section 7: That this governing body, having considered and reviewed the facts herein and the effect of this exemption on state revenues as detailed by the cost/benefit analysis, hereby approves the request of CrustBuster/Speed King for ad valorem property tax exemption for the acquisition of land and construction of a building and improvements.

Section 8: That the governing body does hereby grant to CrustBuster/Speed King of Dodge City, Kansas, a tax exemption for land and building for a period of ten years;

Year 1	0%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

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

Adopted by the Governing Body of the City of Dodge City, Kansas, this 5th day of November, 2012.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Mike Klein, Superintendent of
Public Works*

Date: October 22, 2012

Subject: Water Well #5 Rehabilitation Bids

Agenda Item: New Business

Recommendation:

Two bids were received and opened on October 16, 2012 for the rehabilitation of Municipal Water Well # 5. The bids received are as follows:

Clarke Well & Equipment

Great Bend, KS.	Base Bid: Well #5 Rehabilitation	\$ 46,695.00
	Alternate Bid: 5 stage bowl assembly	<u>\$ 7,225.00</u>
	Total	\$ 53,920.00

Layne Christensen Co.

Wichita, KS.	Bas Bid: Well #5 Rehabilitation	\$ 56,423.00
	Alternate Bid: 5 stage bowl assembly	<u>\$ 12,963.00</u>
	Total	\$ 69,386.00

It is staffs recommendation to accept the base bid from Clarke Well & Equipment from Great Bend, Kansas in the amount of \$ 46,695.00 and the alternate bid of \$ 7,225.00 if required to replace the bowl assembly for a total of \$ 53,920.00.
Funding for the project will come from the Water Fund.

Background:

Well #5 was constructed and put into service in 1946, depth of well 182 foot, 3 stage bowl assembly set at 60 foot, static water level 42 foot.
1988 5 stage bowl assembly installed and lowered to 80 foot.
1992 well reconditioned for Volatile Organic Compounds (VOCs) cleaned.

This past summer the Water Department received numerous calls from customers that they had air in their water lines. Crews responded to the calls and flushed fire hydrants in the area of complaints. The complaints came in from various locations within the water system. Crews finally located the source of the air problems, Well # 5 located at Spruce and 14th Avenue.

- First action was to shut down the well to see if the problem cleared up. All air complaints stopped.
- Second is to check the water static level and draw down.
- After the well was off for three weeks Mike Goddard conducted a static water level test which was 77 foot.
- Next the well was started and operated for two hours to determine the draw down which is 92 foot.
- The bowls are set at 80 foot and need to lower.
- Base bid rehabilitation process will include: flow testing the well, pull the motor, column assembly and bowls , bail well casing, video well casing prior and post to cleaning, acid treatment, chlorine treatment, bowl inspection, 160 foot of new column assembly, motor placement, testing and system start up.
- The alternate bid is to replace the bowl assembly if the current assembly can not be repaired or put back into service.

Justification:

Well # 5 is one of our large water wells pumping 1095 gallon per minute. Clarke Well can start the well rehab the first part of November and have it back on line mid December. Well # 5 will be ready to operate for the 2013 spring weather.

Financial Considerations:

Base Bid Well #5 Rehabilitation \$ 46,695.00 Alternate Bid: 5 stage bowl assembly
\$ 7,225.00 Total \$ 53,920.00

Purpose/Mission:

To provide a safe, reliable and high quality water supply to our citizens of Dodge City.

Legal Considerations:

Attachments:

Memorandum

*To: City Manager
City Commissioners
From: Cherise Tieben
Date: 11-02-12
Subject: YMCA Management Agreement
Agenda Item: New Business*

Recommendation: Staff recommends approval of the management agreement with the Southwest Kansas Family YMCA for operation of our Recreation programs.

Background: City staff was approached by several citizens in 2011 who were interested in developing a YMCA in Dodge City and having the organization operate our Recreation programming. Staff discussed the concept with the Commission at that time and the plan began evolving. The group was tasked by the City to define their ideas and to assure the City that they could raise the funds necessary to accomplish the task. Over the next year, ideas were refined, expectations were discussed, and funding goals were established and accomplished.

The Dodge City Family YMCA (DCFY) will be the operating entity; however, the agreement will be with the Southwest Kansas Family YMCA. The national Y organization requires new entities such as the DCFY to operate as a branch of an existing Y. The Garden City Family YMCA (GCFY) agreed to work with the DCFY, but because of concerns that the fundraising proceeds would be going to the GCFY; the Southwest Kansas Family YMCA (SKFY) corporate board was established and is operated by equal participation of Dodge City and Garden City representatives. Both the GCFY and the DCFY branches report to the SKFY.

Issues of concern were the membership/program pricing, maintenance of the facility and term. The agreement requires any change of membership/program pricing to be brought to the Commission for approval over the next three years. Maintenance of the facility will be done both by the City and the Y; the City will be responsible for anything over \$1,000 and the Y will be responsible for the first \$1000 of any repairs. The amount is lessened to \$500 respectively at the Outdoor pool due to the poor condition of the aging facility. The term is set for twenty-five (25) years but has an exit provisions for default of sixty (60) days or one (1) year for voluntary termination.

Justification: Recreation is a quality of life service provided by many municipalities. However, out of concern for rising tax dollars and the ability of an entity to provide

essential services, many municipalities are looking at other non-profit entities for support with quality of life issues so that focus can be given to basic necessary services.

Financial Considerations: The City will remain responsible for a declining portion of salaries and benefits of the existing employees, maintenance and repair of the recreation facilities over an established amount and shall waive the sewer and water fees.

Purpose/Mission: Together, we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: Agreement as presented.

Attachments: Management Agreement.

MANAGEMENT AGREEMENT

between the

CITY OF DODGE CITY, KS

and

**YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHWEST KANSAS**

November 5, 2012

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MANAGEMENT AGREEMENT

This Management Agreement (the “Agreement”) is made and entered into on the 5th day of November, 2012, by and between the **CITY OF DODGE CITY, KANSAS** (hereinafter referred to as “the City”) and the **YOUNG MEN’S CHRISTIAN ASSOCIATION OF SOUTHWEST KANSAS** (hereinafter referred to as “YMCA”), a Kansas non-profit corporation.

WHEREAS, the City is currently operating a Parks and Recreation Department which is comprised of a separate Parks division (“Parks Division”) and a separate Recreation division (“Recreation Division”); and

WHEREAS, the City believes that it will be in the best interest of the City and its residents to have YMCA provide certain management services with respect to the Recreation division of the City of Dodge City Parks and Recreation Department, as more specifically set forth herein, inasmuch as YMCA has a demonstrated capability in (a) the provision of professional management of recreation programs and facilities and (b) the operation of quality recreational programming; and

WHEREAS, the YMCA has and will benefit from the provision of such management services to the City inasmuch as the provision to the City and the surrounding community is complimentary to the organizational mission and objectives of the YMCA; and

WHEREAS, the City desires to engage YMCA to provide management services to the Recreation Division, and YMCA desires to accept such engagement, on the terms and subject to the provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the City and YMCA do hereby agree as follows:

1. ENGAGEMENT OF YMCA

- a. **Performance of Management Services.** Upon the terms hereinafter set forth, the City hereby engages YMCA to perform the Management Services (as hereinafter defined), and YMCA hereby accepts such engagement and agrees to perform such Management Services with diligence.

For purposes hereof, the term Management Services shall mean:

- (i) the provision of administrative services with respect to the operation of the Recreation Division, including but not limited to management of the Recreation Division, hiring and supervising staff and employees, scheduling

- and coordinating recreation programming and Recreation Facility rental,
- (ii) the operation of the Sheridan Activity Center, Administrative Offices and indoor swimming facility, located at 240 San Jose Dr. and the outdoor swimming facility at 2101 N. First Ave., Dodge City, Kansas (the “Recreation Facilities”), including but not limited to the provision of janitorial services and Minor Repairs (as hereinafter defined) at the Recreation Facility,
- (iii) the operation of recreation programming at the Recreation Facility and at other City-owned facilities, including but not limited to, soccer fields, ball fields (football, baseball, softball), basketball courts, tennis courts, Hennessey Hall classrooms all of which are maintained by the City of Dodge City (such other facilities being sometimes herein referred to as the “Parks Facilities”), and
- (iv) the scheduling of recreation programming in coordination with City staff for the utilization of City facilities, both at the Why Not Dodge Facilities and the Parks Facilities.

b. **Exclusions.** Expressly excluded from the definition of Management Services shall be:

- (i) the operation and maintenance of the Parks Division and facilities, and
- (ii) the operation and maintenance of the City-owned golf course, and
- (iii) the operation and maintenance of Hennessey Hall, and
- (iv) the operation and maintenance of the Parks facilities, including, but not limited to: Soccer Complex, Youth Football Complex, Cavalier Field, Legends Park, Thurov Park, Youth Complex, Civic Center and Dodge City Raceway Park, and
- (v) the conduct of Major Repairs (as hereinafter defined).

The City agrees that it shall timely and diligently perform the foregoing excluded services throughout the term of this Agreement, so as to maximize the ability of YMCA to perform the Management Services.

c. **Location/employees.** It is anticipated that YMCA shall conduct some of the administrative responsibilities through the YMCA of Southwest Kansas, in coordination with the Garden City Family YMCA. However, the employees responsible for programming duties and the Branch Executive shall remain in Dodge City.

- d. **City Programming Outside of the Scope of this Agreement.**
Nothing contained in this agreement shall prevent the City from providing or contracting with other organizations to provide activities or services not being provided by the YMCA under this Agreement.

2. PERFORMANCE OF MANAGEMENT SERVICES BY YMCA

- a. **Programs.** At a minimum, the YMCA will provide the programming referenced in Exhibit B. The YMCA may offer additional programming at its discretion. YMCA shall be responsible for the day-to-day management and operation of the Recreation Division, including but not limited to, the implementation and operation of those programs which the YMCA determines, in the exercise of its commercially reasonable judgment to be financially and physically feasible at the Recreation Facilities and/or the Parks Facilities. All revenues generated by such programming shall be the property of YMCA and any and all costs associated with the programs conducted by YMCA pursuant to the provisions hereof shall be the responsibility of the YMCA. In connection with the conduct of such programs, YMCA shall be entitled to the sole and exclusive use of the Recreation Facilities and to the non-exclusive use in common with the general public of the other Park Facilities, on an as-scheduled basis. The YMCA may not eliminate a program listed on Exhibit B, without authorization from the City Manager; such authorization shall not unreasonably be withheld.
- b. **Maintenance of Recreation Facilities.** YMCA shall keep and maintain the Recreation Facilities in at least the condition and repair such facilities were in on the date of commencement hereof, damage by casualty and ordinary wear and tear excepted. Prior to the commencement of this agreement, the YMCA and the City will conduct a walkthrough of the Recreation Facilities to document the condition of the premises.
 - (i) **Minor Repairs.** YMCA shall be responsible for and shall pay for all Minor Repairs to the Recreation Facilities of which they become aware. For purposes of this Agreement, "Minor Repairs" shall mean any repair with an individual cost which is less than One Thousand Dollars (\$1,000.00) or repairs of Five Hundred Dollars (\$500.00) to the deck, shell or pumps at the outdoor swimming facility. The YMCA is responsible for notifying the City of any repairs that exceed the Minor Repair threshold. If repairs exceed the minor repair threshold, the YMCA will be responsible for the first One Thousand Dollars (\$1,000.00) or the first Five Hundred Dollars (\$500.00) if repairs are to the deck, shell or pumps at the outdoor swimming facility and the City will pay the balance. The YMCA will not undertake the repairs

- exceeding the Minor Repair limit without written approval from the City.
- (ii) **Major Repairs.** The City shall be responsible to make all Major Repairs (as hereinafter defined) at the Recreation Facilities promptly after notice thereof from YMCA. For purposes hereof, a Major Repair shall mean each individual repair, restoration or renovation required at the Recreation Facilities which has a cost in excess of the minor repair amount referenced in 2.b.i. YMCA shall only be responsible for the Minor Repair amount if the project evolves to a Major Repair. The City expressly acknowledges and agrees that if the YMCA identifies to the City in writing Major Repairs which are, in YMCA's reasonable discretion, necessary for safety purposes, YMCA shall have the right to discontinue programs affected by such uncompleted Major Repairs until such Major Repairs have been completed. Failure of the City to commence such Major Repairs within fifteen (15) days after notice thereof and to pursue such repairs to completion with diligence shall constitute a default by the City hereunder.
 - (iii) **Aggregate Repair Expense.** If the Aggregate total for Major/Minor Repair Expenses for the YMCA becomes excessive, the Executive Director may negotiate the remaining annual repair expense contributions with the City Manager.
- c. **Alterations or Improvements to the Recreation Facility.** YMCA shall have the right to make minor alterations or improvements to the Recreation Facilities, provided YMCA shall make the same in accordance with all applicable laws and in a good and workmanlike manner. Notwithstanding the foregoing, however, YMCA shall not make alterations or improvements to the Recreation Facilities which are non-cosmetic or structural in nature without first obtaining the prior written approval from the City Manager if alterations and improvements are under Twenty Five Thousand Dollars (\$25,000.00) and if the alterations and improvements exceed Twenty-Five Thousand Dollars (\$25,000.00) the City Commission must approve the alterations.
 - d. **Exterior Signage.** All exterior signage at the Recreation Facilities must have prior approval by the City Commission.
 - e. **Staffing.** The City agrees to continue to pay salaries and benefits of current Full-time and Regular Part-time City Recreation Division employees ("Current Employees") listed on attached Exhibit A subject to the following conditions:

- (i) In year 2013 the YMCA shall reimburse the City in an amount equal to 25% of the said schedule of Current Employees salary and benefits. In year 2014 the YMCA shall reimburse the City in an amount equal to 50% of the said schedule of Current employees' salary and benefits. In year 2015 the YMCA shall reimburse the City in an amount equal to 75% of the said schedule of Current Employees salary and benefits. In year 2016 and thereafter, the YMCA shall reimburse the City in an amount equal to 100% of the said schedule of Current Employees salary and benefits, unless otherwise negotiated by the YMCA Board of Directors.
- (ii) Current Employees will be subject to both the YMCA and the City's policies, rules and regulations. Conflicts in the policies shall be resolved by the YMCA CEO or designee and the City Manager and written notification shall be provided to said employees.
- (iii) Wages and benefits for said Current Employees listed on said schedule will be based upon the City's benefit, wage and classification schedules.
- (iv) Said employees will be under the daily direction and supervision of the YMCA.
- (v) Once any employee leaves an Exhibit A position during the three year period following the effective date of this agreement, the YMCA becomes responsible for the position and the City shall reimburse the YMCA for the City share of the Exhibit A position.

YMCA shall hire the staff necessary and appropriate to perform the Management Services, as the YMCA shall determine in the exercise of its commercially reasonable judgment.

All salaries, benefits, and compensation of other staff not listed on Exhibit A shall be the sole responsibility of the YMCA.

f. Additional Program Funding. YMCA shall:

- (i) seek alternative program funding sources to maximize usage of the Recreation Facilities and programming,
- (ii) establish long-range goals for the operation of the Recreation programs,
- (iii) seek partners for the development of programs,
- (iv) generate ideas and programs for revenue and continued operation of the recreation programs. Program funding obtained from alternative sources or from other grants shall be the property of YMCA for use in accordance with grant criteria.

- g. **Membership and Program Pricing.** The YMCA agrees not to increase membership costs or programming costs referenced in Exhibit B for Dodge City/Ford County residents (“Local Residents”) for a period of at least 3 years following the effective date of this agreement. However, if during this initial period it becomes necessary for the YMCA to increase membership or programming costs, they must seek and receive City Commission approval prior to any rate increases.
- h. **Facility Rental.** The Recreation Facility may be made available for rental by Local Residents at rates listed in Exhibit B. The YMCA may set rates for non Local Residents that are higher than the rate for Local Residents. USD 443 and Dodge City Community College will continue to be permitted to utilize facilities, under existing agreements.
- i. **Inventory and Equipment.** The YMCA is responsible for purchasing all inventory and equipment necessary for programming after January 1, 2013 (“New Inventory”). Prior to January 1, 2013, an inventory of all existing office equipment, furniture, programming equipment and miscellaneous supplies (“Existing Inventory”) will be done. All Existing Inventory will be turned over to the YMCA for use at no cost but only for use at Dodge City YMCA facilities. If at any time, the Existing Inventory becomes unusable and the YMCA wishes to remove any of the items, the YMCA and the City Manager or his designee shall agree on the proper method of disposal of such Existing Inventory. Should the YMCA cease operations or this Agreement is terminated by either party, then in such event, all Existing Inventory remaining shall be returned to the City. The disposition of the New Inventory at the time of termination will be negotiated by the City Manager and Executive Director.
- j. **Utilities.** All utility expenses for the Recreation Facilities shall be the responsibility of the YMCA. The City agrees to waive the sewer and water charges for the Recreation Facilities; unless the City determines the usage to be excessive in comparison to historical data.

3. MANAGEMENT AUTHORITY OF YMCA

- a. **Management Powers.** YMCA shall have all necessary powers of management, with full authority to do all acts not restricted or prohibited herein or by law that are necessary or desirable for the proper performance of the Management Services. Using current and past Recreation Division programming as a model, YMCA shall have the freedom and discretion to perform the Management Services, including but not limited to, the discretion and authority to make all decisions pertaining to personnel not listed on Exhibit A, building

usage program design, hours of operation and building/program rules and regulations.

- b. **Personnel Policies.** Personnel listed on Exhibit A, shall be subject to both the City Employee Policy Manual and the YMCA employee policies. Conflicts in the policies shall be resolved by the YMCA CEO and the City Manager or their designees. The resolution shall be provided in writing to the employees listed on Exhibit A.
- c. **Employee Wages.** Wages and benefits for employees listed on Exhibit A, shall be based upon the City's benefit, wage and classification schedules.
- d. **Supervision of Employees.** Employees listed on Exhibit A shall be under the daily direction and supervision of the YMCA.
- e. **Park and Recreation Advisory Board.** It is understood and agreed that the City of Dodge City has an established Park and Recreation Advisory Board and that Board shall remain in place. The function of the Advisory Board regarding recreation shall be amended to advise the City Commission and the YMCA Board of Directors on community interests as they relate to the operation of the recreation activities under the authority of each entity. The YMCA shall take into consideration such advice and recommendations.
- f. **City Representatives.** The City Manager or his designee will serve as a point of contact for the implementation of this agreement. The designated individual will serve as ex-officio on the Dodge City Family YMCA Board of Directors and the Southwest Kansas Family YMCA Board of Directors. One (1) sitting City Commissioner shall be appointed by the Governing Body to serve as a voting member on the Dodge City Family YMCA Board of Directors, the same Commissioner shall serve on the Southwest Kansas Family YMCA Board of Directors.

4. ADDITIONAL RESPONSIBILITIES OF THE YMCA

- a. **Compliance with Law.** YMCA hereby agrees that, in the performance of its duties hereunder, YMCA shall comply with all applicable laws, ordinances, orders, rules, regulations, and requirements of all federal, state and local government authorities, courts, commissions, bodies, boards and officers.
- b. **Non-discrimination.** In the hiring of employees for the performance of the services contemplated under this Agreement, YMCA and all persons acting on behalf of YMCA, shall not, by reason of race, creed, religion, sex, handicap, or color, discriminate against any citizen of

this State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. Further, neither YMCA nor any person acting on YMCA's behalf, shall discriminate against or intimidate any employee hired for the performance of the services contemplated hereunder on account of race creed, religion, sex, handicap or color.

- c. **YMCA's Employees.** All personnel employed by YMCA to provide the Management Services, except employees listed on Exhibit A, shall at all times and for all purposes be solely the employees of YMCA, under the direction and supervision of YMCA. It is understood and agreed that the YMCA is acting as an independent contractor to the City in the provision of the Management Services hereunder. Only individuals listed in Exhibit A shall be entitled to participate in, or to receive any benefits from any of the City's employee benefit or welfare plans.

In regards to staff not listed on Exhibit A, the YMCA shall withhold and/or pay all federal and state income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contribution or sums payable with respect to YMCA or any of its personnel as a result of or in connection with the Management Services provided hereunder, and YMCA shall file all returns and reports with respect to any of the foregoing. The provisions of this Paragraph 4(c) shall survive the expiration or earlier termination of this Agreement.

- d. **Program Reports.** On or about February 1st of each year, YMCA shall prepare and submit a report to the City Manager on the programs operated by YMCA over the past year (hereinafter a "Program Report"). Each Program Report shall set forth the following information relative to the particular fiscal year of YMCA:
 - (i) the number of persons utilizing the Recreation Facility,
 - (ii) a summary of programs and events conducted by YMCA, including the number of participants pursuant to the provisions hereof,
 - (iii) a summary of programs that the YMCA proposes to conduct for the Recreation Division during the upcoming fiscal year and the proposed rates.
 - (iv) A report regarding financial solvency of the Branch.
- e. **Safety and Protection.** In the performance of the Management Services, YMCA shall:
 - (i) comply with all applicable provisions of federal, state and local safety laws and building codes in an effort to prevent

- accidents or injury to employees and to persons participating in the programs of the YMCA,
- (ii) take all legally required precautions for the safety of employees and all persons participating in the programs of the YMCA and
- (iii) emphasize regularly to its employees the need for continual attention to accident-prevention efforts and strategies.

5. REVENUES AND COMPENSATION

- a. **Compensation for Management Services.** As compensation for the Management Services provided by YMCA under this Agreement and in consideration for YMCA entering into the Agreement, the City acknowledges and agrees that YMCA is hereby entitled to collect and retain all revenues generated from programs conducted by the YMCA pursuant to the Agreement.
- b. **Current City Employees.** As covered in 2 e. above, the City will be responsible for a declining rate of salaries in accordance with Exhibit A for the first three years of the agreement. During the first three years of the agreement if an employee on Exhibit A leaves the service of the YMCA, the replacement employee will be paid by the YMCA and the City will reimburse the YMCA for the City's share of the employees wages and benefits in accordance with Exhibit A. Payment made by the City or the YMCA in accordance with Exhibit A shall be made by the respective entity by the twenty-fifth (25th) of April, July, October and January.
- c. **City Contributions.** Any future contribution by the City to the YMCA beyond the initial three years of this Agreement will be subject to negotiation.

6. TERM AND TERMINATION

- a. **Term and Renewal.** The term of this Agreement shall commence on January 1, 2013 ("Effective Date") and shall continue through and until December 31, 2038; thereafter, this Agreement may be renewed for successive five (5) year periods.
- b. **Breach or Default.** If one party to this Agreement breaches, or defaults in performance of, any material term, condition or provision of this Agreement, the other party to this Agreement shall give to the other party written notice of such default. The defaulting party shall thereafter have sixty (60) days within which to cure any such default. Unless and within such sixty (60) day period:
 - (i.) Such breach or default has been cured; or
 - (ii.) A cure thereof has been commenced which, in the reasonable opinion of the party giving the notice, will

correct the breach or default so long as such cure is continued with diligence, the party giving such notice shall thereafter have the right to terminate this Agreement upon written notice to the defaulting party, without prejudice to the other rights and remedies available to the non-defaulting party at law or in equity. Notwithstanding the foregoing, YMCA shall have the right to terminate this Agreement upon fifteen (15) days notice if the City fails to timely pay any portion of salaries indicated on Appendix A.

- c. **Voluntary Termination.** Either party to this Agreement shall have the right to terminate this Agreement without cause by giving a one year notice to the other party, unless a shorter term is negotiated.
- d. **Force Majeure.** In the event that further lawful performance of any non-monetary obligation under this Agreement, or any part hereof, by either party shall be rendered impossible by, or as a consequence of, any law, order or act of any government or political subdivision thereof having jurisdiction over such party, or by acts of public enemies, war, strikes or other labor disturbances, fires, floods, acts of God or any causes of like or different kind beyond the control of either party, said party shall be excused from any such failure to perform to the extent such failure is attributable to such cause or causes, except that the party whose performance has been affected must take all reasonable means to remedy the force majeure occurrence as expeditiously as possible, failing which relief under this Paragraph shall not be available to such party. In the event such force majeure occurrence continues unabated for thirty (30) days, then either party shall have the right to terminate this Agreement in accordance with the provisions of Paragraph 7 b. above.
- e. **Survival of Terms.** Upon the expiration or earlier termination of this Agreement, any provisions hereof that expressly or otherwise by their intent are intended to survive beyond such expiration or earlier termination shall survive.
- f. **Data.** All data collected by the YMCA as part of this contract, including but not limited to participant lists and payment records, are the property of the YMCA. Upon termination of the contract, those materials covering the last 12 months will be provided to the City to ensure a smooth transition.
- g. **Building.** In the event of termination of this agreement, any improvements made to any Recreation Facility, including structural additions and structural alterations shall be considered part of the original facility and shall pass to the City.

7. LIABILITY AND INDEMNIFICATION

- a. **YMCA Liability.** YMCA shall be liable for damages which, due to YMCA's negligence or the negligence of YMCA's employees, occur:
 - (i.) to the Recreation Facilities, or its fixtures, equipment and furnishings,
 - (ii.) to tools, equipment, machinery, trade fixtures, or other items provided to YMCA by the City,
 - (iii.) to property of other users of the Recreation Facilities, or
 - (iv.) to persons for injuries or death, but YMCA shall have no liability for injuries or other damages to any person caused:
 - 1. by any disrepair of the Recreation Facilities existing as of the date of this Agreement and indicated in the initial walkthrough of the premises, or arising due to the failure of the City to make Major Repairs, or
 - 2. by any fault (known or unknown, overt or covert) in the design or construction of the Recreation Facilities.
- b. **Indemnification by YMCA.** YMCA shall hold harmless and indemnify the City from any and all claims for damages to property, injuries or death or other liability arising from:
 - (i.) YMCA's negligence or willful acts, or YMCA's employees negligence or willful acts , or
 - (ii.) claims of persons with whom YMCA contracts, or claims of unlawful discrimination by YMCA's employees or by applicants for employment with YMCA, including, but not limited to, costs, fees and expenses (including attorneys' fees and expenses) incurred by the City as a result of such claims.
- c. **City Liability.** The City shall be liable for damages which, due to the City's negligence or the negligence of the City's employees, or due to the failure of the City to make Major Repairs to the Recreation Facility for which YMCA has given the City proper written notice.

8. INSURANCE

- a. **YMCA Liability Insurance.** YMCA shall at all times during the term of this Agreement keep in force a policy of commercial general liability insurance. YMCA's insurance shall name the City as an additional insured against any and all damages and liability on account of or arising out of injuries to or the death of persons in the Recreation Facilities or engaged in programming activities conducted by YMCA hereunder, or for property damage, arising out of or relating to YMCA's use of the Recreation Facilities or the Parks Facilities, in the minimum amount of One Million Dollars (\$1,000,000) combined

single limit on an occurrence basis (such additional insured's coverage under YMCA's commercial general liability policy to be primary). Said policy shall be issued by an insurer licensed to do business within the State of Kansas which is rated at least A and VIII in Best's Insurance Reports or equivalent. In addition to the foregoing, YMCA shall maintain Five Million Dollars (\$5,000,000) "umbrella" coverage applicable to the Recreation Facilities and the Parks Facilities. The minimum limits hereinbefore set forth may, at the City's option, be increased by such amounts during the term hereof as the City shall reasonably determine, based upon the periodic analysis of such coverage by an independent insurance consultant. YMCA shall deliver to the City certificates of insurance or duplicate originals of each such policy, naming the City as an additional named insured.

- b. **City Property Insurance.** Throughout the term hereof, the City shall, at the City's sole cost and expense, provide and maintain or cause to be provided and maintained a property insurance policy insuring all Recreation Facilities from all the hazards and perils normally covered by the Causes of Loss-Special Form.
- c. **City Liability Insurance.** The City will maintain general liability coverage throughout the period of this agreement and will be solely responsible for any property damage or bodily injury claims that result from the City or City employees' negligence.
- d. **Policy Requirements.** The policies described in this Paragraph 8 shall:
 - (i.) Comply with the requirements hereof in form and content;
 - (ii.) Contain a provision that such policies shall not be cancelled and that it shall continue in full force and effect unless at least thirty (30) days prior written notice has been given to the City and YMCA of such cancellation or termination;
 - (iii.) Not be materially changed without prior notice to the City and YMCA; and
 - (iv.) Be issued by a company with a rating of at least A, as listed by A.M. Best.
- e. **Worker's Compensation Insurance.** Worker's compensation insurance shall be in compliance with State of Kansas Worker's Compensation laws and be maintained by YMCA and the City respectively in accordance with Exhibit A, at the respective entities sole cost and expense.
- f. **Waiver of Subrogation.** The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to property in or on the Recreation Facilities to the

extent covered by or required to be covered by the insurance of the parties under this Agreement. The City and YMCA shall each have their insurance policies issued in such form as to waive any right of subrogation which might otherwise exist. Certificates of Insurance shall reflect this waiver of subrogation.

9. INTERPRETATIVE PROVISIONS

- a. **Binding Agreement.** At all times, this Agreement shall inure to the benefit of and constitute a binding obligation of the City, the YMCA, and their respective successors.
- b. **Entire Understanding.** This agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement, and incorporates all prior and contemporaneous negotiations and understandings.
- c. **Independent Parties.** This Agreement does not constitute, nor shall it be construed as constituting, a partnership, joint venture or similar business relationship between the City and YMCA. Neither party shall have the right to make representations on behalf of the other party or to obligate or bind the other party in any manner whatsoever, except as may be expressly provided in this Agreement.
- d. **No Waiver.** No waiver by either party of any default by the other party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing signed by the party to be charged, and no such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.
- e. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained in this Agreement. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- f. **Headings.** The captions and headings in this Agreement shall be solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

- g. **Governing Law.** This Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of Kansas applicable to agreements to be performed in the State of Kansas.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed by the parties shall be deemed an original and all of which together shall be deemed the same Agreement.
- i. **Modifications/Assignment.** This Agreement may not be changed or terminated orally and may not be assigned by YMCA without the prior written consent of the City.
- j. **Specific Performance.** In addition to all other rights and remedies provided at law or in equity, each of the parties shall have the right to specific performance of the terms of this Agreement in the event of breach of this Agreement by the other party.
- k. **Cooperation.** The parties hereto shall cooperate in good faith with each other in the provision of the Management Services during the term of this Agreement.
- l. **Notices.** Any payment, consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement shall be deemed to have been properly given when delivered in person or sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed:

If to YMCA, to: The Young Men's Christian Association of
Southwest Kansas
Attention: Mr. Chad Knight
1224 Center Street
Garden City, KS 67846

with a copy to:
The Dodge City Family Young Men's
Christian Association
Attention: Randi Clifford
240 San Jose Dr.
Dodge City, KS 67801

11-2-12

If to the City, to: City of Dodge City of Dodge City
Ken Strobel, City Manager
806 Second Ave.
Dodge City, KS 67801

Either party may change its address or the name of individuals for notices
by notice in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of
the day and year first above written and to be effective January 1, 2013.

Young Men's Christian Association of
Southwest Kansas

Doug Keller, Corporate Board President
City of Dodge City:

ATTEST:

Rick Sowers, Mayor

Nannette Pogue, City Clerk

11-2-12

EXHIBIT A

Last Name	First Name	Position Title
BELL	KURTIS	BUILDING ATTENDANT
CLIFFORD	RANDI	RECREATION SUPERINTENDENT
DAVIS	STACEY	POOL MANAGER
HESSMAN	CAROL	SECRETARY I
RANDLE	DEBORA	OFFICE MANAGER
REAL	GABRIEL DEL	CUSTODIAN
SCHARTH	TERRI	SECRETARY II
NUSS	AARON	SPORTS ACTIVITIES COORDINATOR
LARE	TARICA	LEISURE & AQUATICS DIRECTOR
Annual Salary	\$ 296,992.80	
FICA & Medicare	\$ 22,719.95	
KPERS	\$ 24,769.20	
Health/Dental	\$ 59,423.16	
H.S.A.	\$ 500.00	
Longevity	\$ 2,150.00	
Total	<u>\$406,555.11</u>	
		10/31/2012

Exhibit B		
Program	Cost / Participant	Discounts
Aerobics Punch Card	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Ceramics	\$30/month, \$60/3 months	\$5/\$10 discount for Seniors, family members
Dynamic Ceramics	\$25/session	
School's Out	\$2/day	
End Zone	Free	
After School Program	\$15/week + \$15 equipment fee	1/3 off for Reduced - 2/3 off for Free Lunch
Zumba	\$30/month (1/day)	
WOW	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Senior Exercise	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
CSS	\$1/session	
Wild Water	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Super Splasher	\$30/10 visits, \$45/20 visits	\$5 discount for members & Seniors
Ballroom Dancing	\$50/person	
Wing Chun Kung Fu	\$40/month	
Aqua Zumba	\$25/month	
Ladies Boot Camp	\$65/month or \$10/individual session	
Lunch Bunch	\$5 + cost of lunch	
Personal Training w/ Kristen	\$40/hour	
Learn to Swim	\$25/class	
Birthday Party Packages	\$100/10 kids	
Gym Buddies	Kids free, \$2/adult	
Lifeguard Training	\$170/session	
Jewels - Crystals & Rubies	\$160/session	
Flip Zone, Tiny Tots	\$30/month	
Flip Zone, 1 Day	\$45/month	
Flip Zone, 2 Days	\$75/month	
Flip Zone, 3 Days	\$120/month	
Flip Zone, Team	\$145/month	
Power Tumbling	\$40/month	
Diamonds Tiny	\$40/month + \$25 registration	
Diamonds, Mini	\$60/month + \$25 registration	
Diamonds, Youth	\$60/month + \$25 registration	
Diamonds, Jr., Sr. Co-Ed	\$60/month + \$25 registration	
Holly Jolly Fest	\$2/person	
Camp Dodge	\$90/week	
Touch a Truck	FREE	
Holiday Workshops	\$10-\$20	
Boys Basketball	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Girls Basketball	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Super Shooters	\$20	
Basketball Buddies	\$20	
Indoor Soccer	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Spring Outdoor Soccer (Rec)	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Multi-Cultural Soccer (Comp)	\$25	
Little Kickers (Spring)	\$20	
AAA Baseball	\$30	1/3 off for Reduced - 2/3 off for Free Lunch
AAA Softball	\$30	1/3 off for Reduced - 2/3 off for Free Lunch
AA Baseball Modified	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
AA Softball Modified	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
A Baseball Pitch Mach	\$20	1/3 off for Reduced - 2/3 off for Free Lunch
A Softball Pitch Mach	\$20	1/3 off for Reduced - 2/3 off for Free Lunch
T-Ball	\$20	1/3 off for Reduced - 2/3 off for Free Lunch
Blastball	\$25	
Little Sluggers	\$20	
Tackle Football	\$60	1/3 off for Reduced - 2/3 off for Free Lunch
Flag Football	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
My First Football	\$20	
Volleyball	\$25	1/3 off for Reduced - 2/3 off for Free Lunch
Super Spikers	\$20	
Fall Multicul Soccer (Comp)	\$25	
Little Kickers (Fall)	\$20	
Youth Basketball Camp	\$10	
Men's Basketball	\$225 team + \$10/player	
Women's Basketball	\$225 team + \$10/player	
Adult Coed Volleyball	\$125 team + \$10/player	
Adult Spring Softball	\$175 team + \$10/player	
Adult Summer Softball	\$225 team + \$10/player	
Adult Fall Softball	\$175 team + \$10/player	
Women's Volleyball	\$125 team + \$10/player	
Sheridan Membership, Adult	\$30/month, \$75/3months, \$120/6 months	
Sheridan Membership, Family	\$45/month, \$110/3 months, \$180/6 months	
Sheridan Membership, Senior	\$23/month, \$58/3 months, \$92/6 months	
Sheridan Membership, Senior Family	\$35/month, \$88/3 months, \$140/6 months	
Sheridan Membership, Youth	\$15/month, \$38/3 months, \$60/6 months	
Sheridan Membership, Single Weekly	\$10/week	
Sheridan Membership, Family Weekly	\$15/week	
Sheridan Daily, Adult	\$4	
Sheridan Daily, Senior	\$3	
Sheridan Daily, Youth	\$2	
Municipal Pool, Child Admission	\$1.50	
Municipal Pool, Child Season Pass	\$30	
Municipal Pool, General Admission	\$2	
Municipal Pool, General Season Pass	\$40	
Municipal Pool, Senior Admission	\$1.50	
Municipal Pool, Senior Season Pass	\$30	
Municipal Pool, Family Season Pass	\$80	
Municipal Pool, Lap Swim	\$2	
Municipal Pool, Lap Swim Punch Card	\$15/10 visits	

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: 11-02-12
Subject: Modifications to Sheridan
Agenda Item: New Business

Recommendation: Approve renovations as presented conceptually by Chad Knight, contingent upon approval by City staff and issuance of a building permit by the Development Services Department.

Background: In preparation for the grand opening of the Dodge City Family YMCA on January 2, 2012, the Board of Directors wishes to renovate the upstairs level between the gym and the pool. The renovations would be done in order to create a day care area for their new Child Care Center. Chad Knight will provide conceptual drawings Monday night and will be available to address questions at the meeting.

Justification: The City Commission must approve all alterations or improvements to the Recreation Facilities proposed by the YMCA that will exceed twenty-five thousand dollars (\$25,000.00) in value, in accordance to with the Management Agreement.

Financial Considerations: None

Purpose/Mission: 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: None

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: 11-2-12
Subject: Membership Rate Proposal
Agenda Item: New Business

Recommendation: In accordance with the Management Agreement - Section 2.g. Membership and Program Pricing, the City Commission must approve all increases in programming or membership costs prior to implementation by the YMCA.

Background: Prior to the adoption of the Resolution of Intent to enter into the Management Agreement with the YMCA, several citizens voiced concerns regarding their fear of rising membership and programming rates. Therefore, staff placed the stipulation requiring the City Commission to approve all increases in programming or membership costs which may be proposed by the YMCA.

Justification: Existing memberships will not be affected by this rate proposal. The proposal will only change memberships purchased after January 1, 2013. Chad Knight will be present for further discussion of this matter.

Financial Considerations: None

Purpose/Mission: 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: Membership Pricing Comparison

DODGE CITY FAMILY YMCA

Membership Breakdown

Revised 11.2.12

Here is a breakdown of the membership fees currently used at the Sheridan Center. The YMCA will not offer weekly, three month or six-month membership rates that will be published. This will be done on a case by case basis and worked out with the Membership Director. To compromise the situation for the current members on three or six-month plans, we can "grandfather" them into their existing price for "x" amount of time. I would only propose one year, but we could do the three years for the pledge period. This will be the Board's decision. The guest fees will change dramatically.

CURRENT MEMBERSHIP FEES			
Membership Type	1 month	3 month	6 month
Youth (17 & under)	\$15	\$38	\$60
Adults (18-59)	\$30	\$75	\$120
Family	\$45	\$110	\$180
Seniors (60 & Over)	\$23	\$58	\$92
Senior Family (Husband & Wife)	\$35	\$88	\$140
Single Weekly	\$10		
Family Weekly	\$15		
Youth Guest Fee	\$2		
Adult Guest Fee	\$4		
Senior Guest Fee	\$3		

Here are the proposed membership fees when the YMCA starts January, 2013. Please keep in mind, the local Branch Board of Directors must agree with the prices as well as the Corporate Board of Directors before it goes before the City of Dodge City Commissioners. There will be some changes in types of memberships available but the biggest change will be adding Corporate Membership and Christian Community Leaders rates. We will also implement some value-added services with a joining fee for new members. The joining fee will be \$50. The Youth aged 12-17 will have a \$20 joining fee. To maintain the agreement with the City of Dodge City Commissioners, no rate increase is scheduled this first year except for families, \$2 per month and Adults \$1 per month. In fact, our Young Adult fee will move some of those monthly dues down three dollars. Each year, we will raise the fees based on the national index for cost of living in our area. Also, all the memberships will be set-up on an EFT through their checking, savings or credit card. For the Corporate Memberships, we will set-up payroll deducts through their checks.

PROPOSED MEMBERSHIP FEES		
Membership Type	Monthly	Annually
Youth (17 & under)	\$15	\$110 (save \$70)
Young Adult (18-24)	\$27	\$327 (save \$45)
Adult (25 -59)	\$31	\$370 (save \$50)
Family	\$47	\$500 (save \$64)
Seniors (60 & over)	\$23	\$231 (save \$45)
Senior Family (Husband & Wife)	\$35	\$356 (save \$64)
Youth Guest Fee	\$6	\$3 with a member
Young Adult	\$8	\$4
Adult Guest Fee	\$10	\$5
Family Guest Fee	\$15	\$7.50

On the second page is a list of the Corporate Membership/Military and Christian Community Leaders (CCL) rates. To qualify for the Corporate Membership, the Y offers the following:

- ◆ Small companies(Five or less): All employees must join
- ◆ Medium companies (Six – 99): Five or more must join
- ◆ Large companies (100 plus): Ten or more must join

DODGE CITY FAMILY YMCA

To qualify for the Military rates, they must show their military ID. If they are currently deployed, the Armed Services YMCA will pay for six months of membership for their family.

*If the retired senior is retired from a current corporate, we will offer that bankdraft or annual membership the same discount.

CORPORATE/MILITARY MEMBERSHIP FEES			
Membership Type	Payroll	Bankdraft	Annual
Youth (17 & under)	same		
Young Adult (18-24)	\$22	\$24	\$250
Adult (25 -59)	\$27	\$29	\$325
Family	\$39	\$41	\$450
Seniors (60 & over)*	N/A	N/A	
Senior Family	N/A	N/A	

To qualify for the CCL, you must be a full-time, licensed or ordained preacher, pastor or chaplain.

CHRISTIAN COMMUNITY LEADERS MEMBERSHIP FEES			
Membership Type	Payroll	Bankdraft	Annual
Youth (17 & under)	No discount	N/A	N/A
Young Adult (18-24)		\$18	\$175
Adult (25 -59)		\$24	\$250
Family		\$30	\$325
Seniors (60 & over)	N/A	N/A	
Senior Family (Husband & Wife)	N/A	N/A	

The YMCA will also offer value-added services with towels and lockers. The small lockers are \$12 and the half-length lockers are \$36 per year, pending we get a set of lockers as planned. The large towel service will be \$12 for single and \$24 for a family. The Family will consist of all the members.

The Benefits will entail the following:

- ◆ YPromise
- ◆ FREE Equipment Checkout
- ◆ FREE guest passes
- ◆ FREE body assessment and analysis
- ◆ FREE small towel service
- ◆ FREE Childwatch
- ◆ YMCA Away program
- ◆ No CONTRACTS – only a 30 day cancellation notice is required
- ◆ Member and Ambassador monthly recognition gifts
- ◆ Numerous promo weeks for friends and family
- ◆ Priority program registration
- ◆ Special facility rental rates
- ◆ FREE Bonus Card

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: 11-02-12
*Subject: Appointment of Commissioner
to YMCA Boards*
Agenda Item: New Business

Recommendation: In accordance with Section 3 f. of the Management Agreement with the Southwest Kansas YMCA the City Commission shall appoint a sitting Commissioner to serve as a voting member on both the Dodge City Family YMCA and the Southwest Kansas Family YMCA Board of Directors.

Background: City staff felt it was important that the City remained knowledgeable of the activities and actions involving the local YMCA and the regional corporate board.

Justification: In order to have the City represented in the actions of the YMCA it was agreed in negotiations to have one sitting Commissioner serve on both the local Dodge City Family YMCA and the Southwest Kansas Family YMCA Board of Directors. A member of the City staff will serve both Boards as an ex-officio member.

Financial Considerations: None

Purpose/Mission: 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: None

Memorandum

*To: City Manager
City Commissioners
From: Cherise Tieben
Date: 11-02-12
Subject: MIH Grant Agreement
Agenda Item: New Business*

Recommendation: Staff recommends the approval of the Moderate Income Housing Program grant agreement.

Background: The State of Kansas Housing Resource Corporation developed a program and issued an RFP in September to assist municipalities and non-profits with funding programs which developed housing for moderate income owners and renters. The City submitted an application with two requests which were coordinated individually with Overland Property Group and Interfaith Housing. The Interfaith Housing request and application was approved by KHRC for one hundred thousand dollars (\$100,000.00). The funds will be used to develop an Abandoned Housing Program through utilization of donated homes or homes acquired through an abandoned housing statute. The City has agreed to partner in the program and has budgeted fifty thousand dollars (\$50,000.00) in 2013, 2014 and 2015's Capital Improvement Program. Prior to any actual project being started, the Memorandum of Understanding (MOU) with Interfaith Housing and the program policies will be brought to you for your approval.

Justification: Abandoned homes tend to devalue a neighborhood over time and generally results in lost assessed valuation in the property, all during a time in which this desperately needed housing sets idle. The Abandoned Housing Program will rehabilitate homes which have been donated by individuals or homes which meet the statutory criteria of an abandoned house. Once the home is refurbished, the program will seek to sell the residence or will utilize it as a rental; proceeds will be placed back in the fund in order to continue the process on another home.

Financial Considerations: The City committed fifty thousand dollars (\$50,000.00) of the 2013 capital improvement funds which were budgeted and approved for this project in order to match the one hundred thousand dollar (\$100,000.00) grant.

Purpose/Mission: Together, we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: Grant Agreement as reviewed and amended by legal counsel. An MOU with Interfaith Housing and program policies will be brought to you prior to the start of any project.

Attachments: Grant Agreement.

GRANT AGREEMENT

THIS GRANT AGREEMENT ("**Agreement**") is made by and between the City of Dodge City, ("**Grantee**"), P. O. Box 880, Dodge City, Kansas 67801 and Kansas Housing Resources Corporation, 611 South Kansas Avenue, Suite 300, Topeka, Kansas 66603 ("**KHRC**") this 10th day of October, 2012.

WHEREAS, KHRC is a public corporation that administers Federal and State housing programs, as well as the State Housing Trust Fund ("**SHTF**") which is used for funding housing programs and services.

WHEREAS, the Kansas Legislature passed and the Governor signed 2012 House Substitute for Senate Bill No. 294 ("**Bill**") which provided \$2 million for the State Housing Trust Fund ("**SHTF**") to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas ("**Eligible Activities**").

WHEREAS, utilizing the funds provided under the Bill, KHRC issued a Kansas Moderate Income Housing ("**MIH**") Request for Proposal ("**RFP**") on July 18, 2012.

WHEREAS, Grantee requested MIH funds for proposed eligible activities by an application dated August 28, 2012 which is hereby incorporated by reference herein ("**Application**"), and which commitments and representations contained therein expressly remain a continuing obligation and responsibility of Grantee;

WHEREAS, KHRC's Loans and Grants Committee approved a grant totaling \$100,000 for Grantee's proposed eligible activities at its October 4, 2012 meeting;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby grants Grantee up to \$100,000 ("**Funds**") for Eligible Activities.
2. **Use of Grant Funds**. Grantee shall use the MIH Funds solely on the Eligible Activities proposed in Grantee's Application and approved by KHRC, and in accordance with the following allocation:
 - a. \$100,000 to be used in addition to already budgeted funds for 2013 from the City of Dodge City to begin rehabilitation of acquired housing stock.
 - b. Rehabilitation of at least one property shall begin by January 15, 2013 and be completed no later than December 31, 2013.
3. **Leverage Commitment**. In addition to the Funds provided by KHRC, Grantee shall provide leveraged funds in accordance with its representations in its Application towards the costs of the Eligible Activities.

4. **Disbursement of Grant Funds.** Grantee commits to use its usual procurement processes for bidding out each portion of the approved Eligible Activities. As development costs are incurred, Grantee may make a lump sum or partial payment request from KHRC, providing documentation of such costs, as well as evidence that the leverage commitment in Grantee's Application is being used in the funded Eligible Activities. Requests for payment shall be accompanied by supporting documentation and made to the attention of Fred Bentley or James R. Behan, who may be reached as follows:

Fred Bentley, Director of Rental Development
E-mail: fbentley@kshousingcorp.org
Phone: 785-296-3724

James R. Behan, Director of Operations
E-mail: jrbehan@kshousingcorp.org
Phone: 785-296-8609

KHRC reserves the right to request additional documentation prior to disbursement of MIH Funds.

5. **Compliance with Regulations.** Grantee shall ensure compliance with all MIH rules and restrictions, as stated in the Bill and the MIH RFP, as well as other governing laws, including the accessibility requirements of KSA 58-1401 *et seq.* and the 2006 International Energy Conservation Code or Energy Star Program. If Grantee is using the Funds for single family housing development or assistance, Grantee shall also enact and monitor a recapture provision as explained in the RFP. Prior to making any modifications to the approved Eligible Activities from Grantee's funding Application, Grantee commits to obtain written approval from KHRC.
6. **Program Income.** Grantee commits to use any income derived from or generated by the approved Eligible Activities, regardless of when the income is received, solely for housing purposes in accordance with the RFP.
7. **Reporting.** Grantee commits to submit monthly status reports to KHRC until the project is completed. The status report shall detail the use of grant funds, along with a self-assessment comparing that use with the proposed use from the Grantee's grant Application. Moreover, the status report shall contain an evaluation of the approved Eligible Activities to date, the nature of and reasons for any changes in the activities, and an evaluation of the use of grant funds. Finally, when all grant funds have been used, Grantee shall provide a final accounting of the funds verified by an independent auditor, including the use of any income generated from the housing development activities, within 60 days of project completion.

8. **Compliance Monitoring.** By accepting the Funds, Grantee commits to reasonably cooperate with KHRC and the State of Kansas and provide KHRC and/or the State of Kansas, including the Division of Legislative Post Audit, with all requested records, reports, documents, and information, in whatever format, relating to this Agreement and use of Program funds. Grantee shall make requested information timely available in a form and manner acceptable to KHRC and/or the State of Kansas, as well as make its facilities and properties available for inspection on reasonable notice.
9. **Noncompliance.** Noncompliance with the MIH RFP, this Agreement, or other reasonable requirements of KHRC, shall result in penalties including but not limited to recapture of Funds and/or loss of eligibility for future funds.
10. **Rescission/Unavailability of Funds.** Grantee understands that the MIH RFP and Grantee's award is funded in whole or in part by State of Kansas funds provided through the Bill. In the unlikely event the State funds supporting this Agreement become unavailable, are reduced, or rescinded, KHRC may terminate or amend this Agreement without penalty and will not be obligated to pay the Grantee from any other sources, including KHRC, SHTF, or State of Kansas monies.

In the event of such unavailability, reduction or rescission of the State Funding committed to this Project, the Grantee shall have the option to withdraw from this Agreement without penalty or reimbursement of funds previously expended and shall be released from any further responsibility under this grant.

11. **Miscellaneous.** The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision. This Agreement may be modified only by the mutual written agreement of the parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. The failure of KHRC to exercise any of its rights or responsibilities under the Bill or this Agreement shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

CITY OF DOGE CITY

By: _____
RICK SOWERS, MAYOR

KANSAS HOUSING RESOURCES CORPORATION

By: Dennis L. Mesa
DENNIS L. MESA, EXECUTIVE DIRECTOR

Memorandum

*To: City Manager
Assistant City Manager
Mike Klein
Nanette Pogue*

From: Corey Keller

Date: October 31, 2011

Subject: Purchase of 2013 Pick ups

Agenda Item: New Business

Recommendation: On October 30, 2012 three bids were received and opened to purchase (2) new 2013 2wd pick ups. Based on the bids received staff would recommend purchasing both pickups from Lopp Motors Inc. in the amount of \$43,138.00

Background: The pickups to be purchased will be utilized by the Inspections, and Engineering departments. The pickup for engineering will replace a 1998 Dodge Dakota. This pickup will be transferred to the Parks department to fill a need for an additional pickup. This pick up will be an addition to the current fleet of the Inspections department for a future new hire.

Justification: Of the bids received the bid from Lopp Motors was the lowest option.

Financial Considerations: There is a total of \$52,000.00 available in the MERF for this purchase. This purchase will be \$8,862.00 under the budgeted amount.

Purpose/Mission:

Bids Received:

G&G Inc. Dodge City Kansas

2013	2wd GMC 1500 Extended Cab Short Bed	<u>\$23,481.00</u>
2013	2wd GMC 1500 Crew Cab Short Bed	<u>\$25,761.00</u>
Total Bid Price		<u>\$49,242.00</u>

Magouirk Chevrolet Dodge City Kansas

2013	2wd Chevrolet 1500 Extended Cab Short Bed	<u>\$23,609.00</u>
2013	2wd Chevrolet 1500 Crew Cab Short Bed	<u>\$26,355.00</u>
Total Bid Price		<u>\$49,964.00</u>

Lopp Motors Inc. Dodge City Kansas

2013	2wd Dodge Ram Quad Cab Short Bed	<u>\$21,697.00</u>
2013	2wd Dodge Ram Crew Cab Short Bed	<u>\$21,441.00</u>
Total Bid Price		<u>\$43,138.00</u>

Memorandum

*To: City Manager
Assistant City Manager
Mike Klein
Nanette Pogue*

From: Corey Keller

Date: October 31, 2012

Subject: Purchase of Used Detective Vehicles

Agenda Item: New Business

Recommendation: On October 30, 2012 two bids were received and opened to purchase (5) used vehicles for Police Department. Based on the bids received staff would recommend purchasing the used vehicles from G&G Inc. in the amount of \$63,772.00

Background: The vehicles being purchased will be utilized by the Police Department as detective vehicles. The Police Department has eight vehicles that are currently used for detective work. Five of these vehicles will be traded in for this purchase.

Justification: Of the bids received, the vehicles available at G&G were the lowest option. The vehicles from G&G are readily available for this purchase. Each vehicle was test driven and all were in excellent conditions. The vehicles that were test driven from Magouirks were not the vehicles to be sold. The vehicles would not be available for purchase until they found vehicles meeting our quality and mileage requirements.

Since 2009 the City of Dodge City has purchased seven (7) vehicles from Magouirk Chevrolet, six (6) vehicles from G&G Inc., and four (4) vehicles from Lopp Motors. This purchase and the purchase of the two pick ups will bring the total cars purchased from G&G to eleven (11) and six (6) from Lopp Motors. The recommendation of these vehicles comes from the quality of cars G&G presented to us and the readily availability of the vehicles being purchased. G&G has also given the best trade in value for the cars being traded.

Financial Considerations: There is \$70,000.00 available in the MERF for this purchase. This purchase is \$6,228.00 under the budgeted amount. (See Attached Bid Tabulations and Trade in Values)

Bid Tabulations

G&G Vehicles	Bid Price	Nada Value	Magouirk Vehicles	Bid Price	Nada Value
2011 Hyundai Santa Fe GLS / 32015 Miles	\$19,186.00	\$19,600.00	2011 Chevy Impala / Under 30000	\$14,500.00	\$16,725.00
2009 Hyundai Santa Fe GLS / 33727 Miles	\$15,104.00	\$17,425.00	2011 Chevy Impala / Under 30000	\$14,500.00	\$16,725.00
2011 Hyundai Sonata GLS / 29284 Miles	\$18,084.00	\$17,425.00	2012 Chevy Captiva / 13300 miles	\$19,900.00	\$22,450.00
2012 Chevy Impala LT / 12696 Miles	\$18,989.00	\$19,700.00	2011 Chevy Equinox / Under 30000	\$19,500.00	\$22,450.00
2010 Mazda 6 / 23751 Miles	\$15,309.00	\$16,875.00	2011 Chevy Equinox / Under 30000	\$19,500.00	\$22,450.00
Total Bid	\$86,672.00		Total Bid	\$87,900.00	
Total Trade In Value	\$22,900.00		Total Trade In Value	\$20,500.00	
Total Bid Less Trade In	\$63,772.00		Total Bid Less Trade In	\$67,400.00	

Trade In Values				
	G&G Inc.	Magouirk Chevy	NADA Value	
2003 Toyota Camery 56,955 Miles VIN 4T1BF32K93U056664	\$5,400.00	\$4,500.00	Average	Clean
			\$5,150.00	\$5,925.00
			NADA Value	
2003 Toyota Camery 62,758 Miles VIN 4T1BF32K53U564310	\$4,800.00	\$4,500.00	Average	Clean
			\$5,150.00	\$5,925.00
			NADA Value	
2004 Dodge Intrepid 52,129 Miles VIN 2B3HD56G74H675257	\$3,000.00	\$2,500.00	Average	Clean
			\$2,375.00	\$3,050.00
			NADA Value	
2004 Dodge Intrepid 71,175 Miles VIN 2B3HD56G74H675257	\$2,700.00	\$2,500.00	Average	Clean
			\$2,375.00	\$3,050.00
			NADA Value	
2007 Chevy Impala 35,472 Miles VIN 2G1WT58K279187062	\$7,000.00	\$6,500.00	Average	Clean
			\$7,200.00	\$8,225.00
			NADA Value	
Total	\$22,900.00	\$20,500.00		