

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, November 19, 2012

7:00 p.m.

MEETING #4905

CALL TO ORDER

ROLL CALL

INVOCATION: by Pastor Greg Savage of First Southern Baptist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

Report on Cultural Relations Advisory Board by Chairperson, Greta Clark

Report regarding use of Plastic Bags by Public Information Director, Jane Longmeyer

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, November 5, 2012
2. Appropriation Ordinance No. 22, November 19, 2012
3. Approval of Amendment to No. 6 to the Agreement for Operations Maintenance and Management Series for the Wastewater Treatment Plants.
4. Ratification of Bids for Crotts Aircraft Services Roof.
5. Approval of Hennessey Hall Lease Agreement with Southwest Kansas Service Center
6. Cereal Malt Beverage License
 - a. South Dodge Shamrock, 302 S. 2nd

ORDINANCES & RESOLUTIONS

Resolution No. 2012-34: A Resolution Authorizing Payment of 2012 Year End Bonuses to Qualified Employees. Report by City Clerk/Director of Finance, Nannette Pogue.

Resolution No. 2012-35: A Resolution Authorizing the offering for sale of General Obligation Temporary Notes, Series 2012-1, of the City of Dodge City, Kansas. Report by City Clerk/Director of Finance, Nannette Pogue.

Resolution No. 2012-36: A Resolution of the Governing Body of the City of Dodge City, Kansas approving the form of an Amendment to a certain Bond Agreement entered into by the City in connection with the issuance by the City of its taxable Industrial Revenue Bonds (Kimbroy's Properties L.L.C.). Report by City Clerk/Director of Finance, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

Discussion of Revisions to the Side Walk Cost Share Program. Report by Director of Engineering Services, Ray Slattery.

Recommendation from Parks and Recreation Advisory Board to name Pedestrian/Bicycle Path. Report by Director of Parks & Recreation, Paul Lewis.

Approval of Letter of commitment for Public Transportation Grant Application. Report by Director of Parks & Recreation, Paul Lewis.

OTHER BUSINESS

ADJOURNMENT

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Jane Longmeyer

Date: November 16, 2012

Subject: Report on Plastic Bags

Agenda Item: Consent Calendar

Recommendation: The CREW Recycling Advisory Board has discussed the concept of a ban on plastic bags and recommends the following: 1) encourage the business community who offers one-time use plastic bags to continue education, promotion and/or incentives for people to use 'reusable' bags; 2) encourage consumers to not use more bags than are necessary for their purchases; 3) CREW assist in providing environmental education regarding the 'reduce, reuse and recycle' concept for plastic bags.

Background: Plastic bags are made primarily from petrochemicals (crude oil and natural gas) which are nonrenewable resources. Paper bags are made from trees, a renewable resource, but takes decades to replenish. Both products leave a negative environmental footprint both in the manufacture and disposal of the products.

Justification: We do not recommend a ban at this time for the following reasons: 1) The claim that cleanup of the bags as litter is costly - a cost that several businesses assume as they pay for cleanup as part of doing business. 2) The plastic bags are recycleable and can be made into new products - drop-off locations are the CREW recycle center and the two entrances at Wal Mart. 3) Reusable bags are readily accessible to the public - available for purchase at several local stores - and are given away by businesses and organizations as promotional items - reusable bags need to be a behavior change for the public. 4) Since the one-time use plastic bags can and are used for other purposes such as pet waste and small trash can liners, it would be an inconvenience for residents to come up with an alternative. 5) Many communities that are initiating a bag ban live in areas in which water pollution is a concern from plastic bags entering the water systems - that is not our problem here. 6) KDCB has local programs that are addressing all litter such as the annual riverbed cleanup and adopt-a-highway programs.

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: Pictures of local efforts to encourage plastic bag recycling and use of reusable bags.

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, November 5, 2012

7:00 p.m.

MEETING #4904

CALL TO ORDER

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

INVOCATION by Vernon Bogart of John 14 Fellowships

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on the Property Tax Abatement for Crust Buster/Speed King. Report given by Joann Knight, Executive Director, DC/FC Dev Corp. Commissioner Kent Smoll moved to close the Public Hearing, Commissioner Jim Sherer seconded the motion. The motion was carried 4-0.

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).

Vernon Bogart, Tax Payer and Registered Voter, asked about the Cultural Relation Board; and asked about transferring of the Civic Center to the USD 443 School District.

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
 - b. Presto #1624, 2615 E. Trail St
 - 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.

Commissioner Jim Sherer moved to approve the Consent Calendar as presented; Commissioner Kent Smoll seconded the motion. The motion carried 4-0.

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 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Joyce Warshaw. The motion carried 4-0.

NEW BUSINESS

1. The Bids for the Rehabilitation of Water Well #5 from Clarke Well and Equipment in the amount of \$46,695.00 base bid plus the alternate bid of \$7,225.00 for a total of \$53,920.00 was approved on a motion by Commissioner Jim Sherer seconded by Commissioner Kent Smoll. The motion carried 4-0.
2. YMCA, The Management Agreement with Southwest Kansas Family was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Joyce Warshaw the motion carried 3-0, Commissioner Kent Smoll abstained from voting and discussion.
3. The Presentation of a YMCA Construction Project at the Sheridan Activity Center, (Child Care room and Child Watch room) contingent upon plans being approved by Inspections Department was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Joyce Warshaw the motion carried 3-0, Commissioner Kent Smoll abstains from voting and discussion.
4. New Membership and Program pricing for the Dodge City Family YMCA was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Jim Sherer. Motion carried 3 -0, Commission Kent Smoll abstained.
5. Appointment of City Commissioner Kent Smoll to the Dodge City Family YMCA Board and Commissioner Kent Smoll to the Southwest Kansas YMCA Board of Directors was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw the motion carried 3-0. Commissioner Kent Smoll abstained.
6. The moderate Income Housing Grant Agreements between the City of Dodge City and Kansas Housing Resources Corporation (KHRC) was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Kent Smoll, motion carried 4-0.
7. The purchase of 2 new 2013 Pickups from Lopp Motors not to exceed \$43,138.00 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer, the motion carried 4-0.

8. The purchase of Detective Vehicles from G & G Inc. in the amount of \$86,672.00 with a total in of \$22,900.00 for a total bid of \$63,722.00 was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Kent Smoll the motion carried 3-1. Commissioner Kent Smoll opposed.

OTHER BUSINESS

City Manger, Ken Strobel:

- Attended several meetings in Topeka- Casino regulations, Passenger Rail Service, meeting with the Secretary of Commerce and Transportation tomorrow;
- Fireworks display and public shooting of fireworks on November 11;
- Thanked Cherise for her work on YMCA proposal, also thanks to Paul Lewis and Randi Clifford.

Assistant City Manager, Cherise Tieben:

- Thanked Chad Knight with YMCA and Steering Committee;
- Will report on bag ban next meeting.

Commissioner Joyce Warshaw:

- Thanked Staff for work on YMCA.

Commissioner Kent Smoll:

- Over 100 children are currently in after school programs—Expanded YMCA program and;
- YMCA participates in before school and after school programs;
- Sales Tax numbers through September are up over 8% over last year during the same time period.

ADJOURNMENT Commissioner moved to adjourn the meeting; Commissioner seconded the motion. The motion carried unanimously.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*
From: Nannette Pogue
Date: November 14, 2012
Subject: Approval of Amendment No. 6 to the Agreement for Operations and Maintenance and Management Services for the Wastewater Treatment Plants

Agenda Item Consent Calendar

Recommendation: I recommend the approval of Amendment No. 6 to the Agreement for Operations Maintenance and Management Service for the Wastewater Treatment Plants with OMI.

Background: Amendment No. 6 covers compensation for the operation of the treatment plant from January 1, 2013 through December 31, 2013. The original agreement allows for an increase each year. The increase in the base amount of the contract is 3%. The total amount of the contract is \$1,634,131.77. This amount also includes biosolids costs, gypsum, repairs costs, chemicals and the membrane performance agreement.

Justification: OMI continues to operate the south wastewater treatment plant and the new north wastewater treatment plant and all systems associated with the sewer systems. OMI continues to be very professional and a part of our team. They are very knowledgeable in the maintenance and operation of the facilities.

Financial Considerations: A 3% increase in the base fee. The reimbursable items remain the same.

Purpose/Mission: The mission of the wastewater treatment facilities is to provide a safe and sanitary systems to protect the public and to comply with Kansas Department of Health and Environment permits, regulations, testing and reporting.

Legal Considerations: The proposed amendment provides for the operation, maintenance and management services of the wastewater treatment facilities for an initial period of 9 years.

Attachments: Amendment No. 6

AMENDMENT NO. 6
To the
AGREEMENT
For
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

THIS AMENDMENT is made and entered into this ____ day of _____, 2012, by and between the City of Dodge City, Kansas (hereinafter "Owner"), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"), whose address for any formal notice is 9189 South Jamaica Street, Suite 400, Englewood, CO 80112. This is Amendment No. 6 to the Agreement dated the 1st day of March, 2007, between Owner and CH2M HILL OMI. Collectively, Owner and CH2M HILL OMI will be referred to as the "Parties".

Owner and CH2M HILL OMI agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article 5.1 is deleted in its entirety and replaced with the following Article 5.1:

5.1 The initial term of this Agreement shall be for a period of nine (9) calendar years commencing January 1, 2013 through December 31, 2021, notwithstanding the later date of execution of this Agreement. Thereafter, this Agreement shall be automatically renewed for successive terms of five (5) calendar years each unless cancelled by either party by written notice not less than one hundred twenty (120) calendar days prior to expiration of the initial term, or any successive term, or under the provisions so established in Appendix E.

2. Article B.3.9 in Appendix B is deleted in its entirety and replaced with the following Article B.3.9 in Appendix B:

B.3.9 The Owner shall pay as additional compensation to CH2M HILL OMI a fee of Seventeen Thousand Five Hundred Dollars (\$17,500) for Biosolids Costs for the period of January 1, 2013 through December 31, 2013. CH2M HILL OMI shall provide Owner with a detailed invoice of Biosolids Costs over the annual biosolids limit, and Owner shall pay CH2M HILL OMI for all Biosolids Costs in excess of such limit. CH2M HILL OMI will rebate to Owner the amount that actual Biosolids Costs that is less than the annual biosolids limit in any year of this Agreement.

3. Article E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for Services performed under this Agreement One Million Six Hundred Thirty-Four Thousand One Hundred Thirty One Dollars and seventy seven cents (\$1,634,131.77) (which includes the Base Fee, Biosolids Costs, gypsum, Repairs Costs, Chemicals and the Membrane Performance Agreement) for the

period of January 1, 2013 through December 31, 2013. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

4. Article E.1.4 in Appendix E is deleted in its entirety and replaced with the following Article E.1.4 in Appendix E:

E.1.4 The total amount CH2M HILL OMI shall be required to pay for acquisition and application of gypsum shall not exceed the limit of One Hundred Fifty Thousand Dollars (\$150,000) for the calendar year January 1, 2013 to December 31, 2013. CH2M HILL OMI shall provide Owner with a detailed invoice of monies spent over the annual limit for gypsum acquisition and application, and Owner shall pay to CH2M HILL OMI for all monies in excess of such limit. CH2M HILL OMI will rebate to Owner the entire amount that the cost of gypsum acquisition and application is less than the annual gypsum application limit.

5. Article E.1.5 in Appendix E is deleted in its entirety and replaced with the following Article E.1.5 in Appendix E:

E.1.5 The total amount CH2M HILL OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of One Hundred and Thirty Thousand Dollars (\$130,000) during year January 1, 2013 to December 31, 2013. CH2M HILL OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of repairs provided. CH2M HILL OMI will rebate to Owner the entire amount that actual Repair Cost is less the annual Repairs Limit during the calendar year. In the event the Repairs Limit is reached, CH2M HILL OMI shall invoice Owner on a monthly basis for Repair Cost in excess of such limit.

6. Paragraph E. 1. 9 is hereby added in Appendix E as follows:

E.1.9 The total amount CH2M HILL OMI shall be required to pay for Chemicals for the Membrane Plant shall not exceed the annual Chemicals Limit of Thirty One Thousand Eight Hundred Forty Four Dollars (\$31,844.00) during the year January 1, 2013 to December 31, 2013. CH2M HILL OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of chemicals provided. CH2M HILL OMI will rebate to Owner the entire amount that actual Chemicals for the New Plant are less the annual Chemicals Limit for the New Plant during the calendar year. In the event the Chemicals Limit for the New Plant is reached, CH2M HILL OMI shall invoice Owner on a monthly basis for the Chemicals Cost for the New Plant in excess of such limit.

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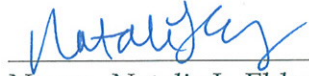
All other terms and conditions of the original March 1, 2007 Agreement shall remain in effect. The Parties hereby approve this Amendment No. 6 as is indicated by the signatures of their authorized representatives, below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

CITY OF DODGE CITY, KANSAS

Authorized Signature:

Authorized Signature:



Name: Natalie L. Eldredge

Title: Vice President

Date: 10/31/12

Name: Ken W. Strobel

Title: City Manager

Date: _____

B.S.K.
10/31/12

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*
From: Corey Keller
Date: November 16, 2012
Subject: Roof Replacement Crotts Hanger
Agenda Item: Consent Calendar

Recommendation: On November 15, 2012 two bids were received to replace the roof on the Crotts mechanical hanger located at the Airport. Based off the bids received staff would recommend that commission approve the bid from Diamond Roofing for an amount not to exceed \$75,500.00

Background: On Saturday, November 10, 2012 high winds blew the roof off of the Crotts mechanical hanger. Due to this unexpected incident 2/3 of the roof was left exposed to the elements leaving the damaged area vulnerable to more extensive damage if any type of rain should occur. After further review of the damage it was determined that a complete roof replacement would be needed to resolve the problem.

Justification: Due to the types of planes stored in this building and the extensive damage to the roof. Staff felt that this created enough of an emergency to ask Diamond Roofing to proceed with the repairs before any other damage could be done by unforeseen weather conditions. Both bids received detailed that same type of work be done to repair the roof and were comparable in nature. The type of roof that Diamond Roofing proposed is the same types of roofs that were placed on the Library, Civic Center, and Hennessy Hall which have impressed staff so far. Diamond Roofing was the low bid.

Financial Considerations: There is \$245,000.00 available in the Roof Repair Insurance Fund for these types of situations. The City's deductible for this type of claim is higher than the amount paid to replace the roof.

Bids Received

Diamond Roofing
Dodge City KS.
Complete Roof Repair **\$75,500.00**

D.V. Douglas Roofing
Garden City KS.
Complete Roof Repair **\$98,964.00**

Hennessey Hall Lease Agreement

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD) and Southeast Kansas Service Center, a Kansas not-for-profit corporation. (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASE PREMISES:** The LANDLORD hereby leases to TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately five hundred and seventy-six square feet (576). The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
2. **TERM:** The term of this lease shall be for a period of one (1) year commencing September 1, 2012, and terminating August 31, 2013, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of three thousand four hundred and fifty six dollars (\$3456.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of two hundred eighty-eight dollars (\$288.00), commencing on the first day of September, 2012, for 1st months rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the

amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately five hundred and seventy six (576) square feet and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.51%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.51%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 576 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on September 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2012.

5. REPAIR AND MAINTENANCE: Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.

7. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

8. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10. **TENANT RENOVATIONS:** The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

a) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third

party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT At least twelve months prior to the termination date

b) CASUALTY INSURANCE: The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

11. TENANT LIABILITY INSURANCE: The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at lease \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

12. DESTRUCTION: In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease

premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.

13. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
14. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
15. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
16. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
17. **NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southeast Kansas Service Center, 947 W. 47 Highway, Girard, Kansas 66743.
18. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

11/12/12
DATE

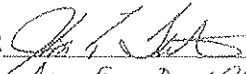
CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
RICK SOWERS, MAYOR

APPROVED:

NANNETTE POGUE, CITY CLERK

SOUTHEAST KANSAS SERVICE CENTER

By: 
Assoc. Exec. Dir. & CEO

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 Dodge City / Ford

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): 351307

Name <u>Timothy J. Rostetter</u>	Phone No. <u>620 266 5645</u>	Date of Birth <u>10-22-61</u>
Residence Street Address <u>2504 Webster</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>

Applicant Spousal Information

Spouse Name <u>Vanetia K Rostetter</u>	Phone No. <u>620/682 0671</u>	Date of Birth <u>10-9-66</u>
Residence Street Address <u>2504 Webster</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>SOUTH Ddg Shamrock FKA S.D. 66</u>	Name <u>S.D. Shamrock c/o Nancy Rostetter</u>
Business Location Address <u>302 52ND</u>	Address <u>2003 Fairway DR</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>
Business Phone No. <u>620 227-7271</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>SAME</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 <u>51</u> 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
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

Memorandum

To: City Commissioners
City Manager
Assistant City Manager
From: Barbara Slagle,
Human Resource Officer
Date: November 15, 2012
Subject: Year End Bonuses
Agenda Item: Resolution No. 34

Recommendation: Approval of Resolution No. 2012-34

Background: Each non-probationary full-time employee with over one (1) year of service will receive a bonus of \$50.00 per calendar years worked for the City, a benefit adopted in 1998. A cap of \$1,000 after 20 years of service has been established.

Justification: This is a budgeted item and funds are available.

Financial Considerations: The amount budgeted for the 2012 bonus is \$93,450.00.

Purpose/Mission: To provide employees an annual reward benefit for their continued efforts in striving to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: None

Attachments: Resolution No. 2012-34

RESOLUTION NO. 2012-34

**A RESOLUTION AUTHORIZING PAYMENT OF 2012 YEAR END
BONUSES TO QUALIFIED EMPLOYEES**

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

WHEREAS: Taking into consideration the City's financial standing, the Governing Body desires to recognize the dedication and commitment of City employees by a discretionary year end bonus, under the guidelines established by Resolution 98-41.

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY THE 19TH DAY OF NOVEMBER, 2012.

Rick Sowers, Mayor

Attest:

Nannette Pogue, City Clerk

November 14, 2012

MEMORANDUM

TO: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, Finance Director/City Clerk

AGENDA ITEM: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2012-35.

Background: Prior to year end, the City will need funding for the Candletree, Unit 5 Addition street, water, sewer and drainage improvements. The City Commission previously approved a resolution authorizing these improvements and financing the improvements with special assessments. Resolution No. 2012-35 authorizes the issuance of temporary notes in the amount of \$690,000 to fund these improvements. It authorizes Stifel, Nicolaus & Company, Inc. of Wichita as underwriter for these temporary notes. It also approves the preliminary official statement which will be distributed to potential persons interested in purchasing the notes. The Mayor and Clerk are also authorized to sign documents completing the sale. At the December 3 City Commission meeting there will be a resolution on the agenda that will describe the terms and condition of the notes.

The notes will be refinanced as general obligation bonds within two years. The payments will be collected as special assessments to the property.

Justification: To finance infrastructure projects for new housing developments.

Financial Considerations: The notes will need to be redeemed by General Obligation Bonds and paid back over a period of 15 years.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

Legal Considerations: None

Attachments: Resolution No. 2012-35

RESOLUTION NO. 2012-35

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES, SERIES 2012-1, OF THE CITY OF
DODGE CITY, KANSAS.**

WHEREAS, the City of Dodge City, Kansas (the "Issuer"), has heretofore authorized certain internal improvements described as follows (the "Improvements"):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority</u>	<u>Amount</u>
Candletree Addition, Unit Five - Street, Sewer, Water and Drainage Improvements	2012-17	K.S.A. 12-6a01 <i>et seq.</i>	\$690,000

; and

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

WHEREAS, none of such general obligation bonds or temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the Issuer hereby selects the firm of Stifel, Nicolaus & Company, Inc., Wichita, Kansas (the "Purchaser"), as underwriter for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Purchaser to proceed with the offering for sale of said temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said temporary notes; and

WHEREAS, the Issuer desires to authorize the Purchaser, in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said temporary notes; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of said temporary, the governing body desires to authorize the Mayor to confirm the sale of such temporary notes, if necessary, prior to the next meeting of the governing body to adopt the necessary resolution providing for the issuance thereof.

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

Section 1. The Purchaser is hereby authorized to proceed with the offering for sale of the Issuer's General Obligation Temporary Notes, Series 2012-1 (the "Notes") in accordance with the presentation made this date. The offering for sale of the Notes shall be accomplished in consultation with the Director of Finance and the Purchaser. The confirmation of the sale of the Notes shall be subject to the execution of a note purchase agreement (the "Note Purchase Agreement") between the Purchaser and the Issuer "in a form approved by Gilmore & Bell, P.C. ("Bond Counsel") and the Issuer's legal counsel, and the adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Notes and the execution of various documents necessary to deliver the Notes. The Mayor is hereby authorized to execute the Note Purchase Agreement subject to the following parameters: (a) the principal amount of the Notes shall not exceed \$650,000; and (b) true interest cost ("TIC") of the Notes shall not exceed 2.00%.

Section 2. The Preliminary Official Statement, dated November 19, 2012, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate. The Issuer hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the sale of the Bonds.

Section 3. The Mayor and Clerk are each hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Regarding Preliminary Official Statement" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; and (b) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Manager, Director of Finance and the other officers and representatives of the Issuer and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on November 19, 2012.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE REGARDING
PRELIMINARY OFFICIAL STATEMENT**

November 19, 2012

To: Stifel, Nicolaus & Company, Inc.
Wichita, Kansas

Re: City of Dodge City, Kansas, General Obligation Temporary Notes, Series 2012-1

The undersigneds are the duly acting Mayor and Director of Finance of the City of Dodge City, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced notes (the "Notes").

The Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be accurate as of its date, except for the omission of certain information as such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Notes depending on such matters.

CITY OF DODGE CITY, KANSAS

By: _____
Title: Mayor

By: _____
Title: Director of Finance

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*
From: Nannette Pogue
Date: November 14, 2012
Subject: Resolution No. 2012-36

Agenda Item Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2012-36

Background: In 2007, the City Commission approved the issuance of Industrial Revenue Bonds for Kimbroy's Properties LLC. Anytime there is a change in those bonds, the City Commission approves documents to make those changes. Resolution No. 2012-36 approves the form of an amendment to the bond agreement entered into by the City in connection with the issuance of IRBs (Kimbroy's Properties LLC). The reason for this amendment is a change to the adjustable rate on the bonds. That is the only amendment. Item #3 of the Bond Agreement Amendment No. 2 states the change.

Justification: The City Commission approves any changes to IRB's issued through the City.

Financial Considerations: none

Purpose/Mission: Progress and growth of the community

Legal Considerations: Legal requirements have been met by the approval of this Resolution.

Attachments: Resolution No. 2012-36, Bond Agreement Amendment No. 2 and Consent of Tenant to Bond Agreement Amendment No. 1

RESOLUTION NO. 2012-36

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS APPROVING THE FORM OF AN AMENDMENT TO A CERTAIN BOND AGREEMENT ENTERED INTO BY THE CITY IN CONNECTION WITH THE ISSUANCE BY THE CITY OF ITS TAXABLE INDUSTRIAL REVENUE BONDS (KIMBROY'S PROPERTIES L.L.C.) AND CONSENTING TO A PLEDGE OF THE PROPERTY RELATED THERETO.

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

Section 1. Approval of Form of Bond Agreement Amendment No. 2. That the form of Bond Agreement Amendment No. 2 to be entered into between the City of Dodge City, Kansas (the "Issuer"), Legacy Bank, Wichita, Kansas (the "Bondowner"), and Kimbroy's Properties L.L.C. (the "Tenant") amending the Bond Agreement dated as of the Issue Date of the Bonds among the Issuer, the Tenant and the Bondowner, entered into in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bonds, Series 2007 (Kimbroy's Properties L.L.C. Project) (the "Bonds") is hereby approved in substantially the form presented to the governing body concurrently with this Resolution.

Section 2. Consent to Security Agreement. In conjunction with the issuance of the Bonds, the Issuer and Tenant entered into a Lease Agreement dated as of the Issue Date of the Bonds granting the Tenant a leasehold interest in the project financed with the Bonds. The Tenant is pledging its leasehold interest in the project to Legacy Bank, the sole owner of the Bonds, as further security for a loan from Legacy Bank to the Tenant. The Tenant has or will execute a Security Agreement with Legacy Bank, and the Issuer, as lessor of the project, consents to the Security Agreement.

Section 3. Authorization to Execute and Deliver Documents. The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the Issuer the Bond Agreement Amendment No. 2, a replacement Series 2007 Bond, a Consent to the Security Agreement and any other documents or certificates as may be necessary or desirable to carry out the provisions of this resolution upon receipt of the original documents signed on behalf of the Bondowner by a duly authorized officer, and consented to by the Tenant.

Section 4. Effective Date. This Resolution shall take effect from and after its adoption by a majority of the governing body of the Issuer.

Adopted by the City of Dodge City, Kansas this ____ day of November, 2012.

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

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

Date: November 13, 2012

*Subject: Increasing Cost Share amount of the
Side Walk Cost Share Program*

Agenda Item: New Business

Recommendation: Approve the increase of the City's participation in the repair or replacement of existing sidewalks as stated in SECTION 6 of the Sidewalk Replacement Program to a maximum of \$900 on any one property frontage and \$1,600 for properties with two frontages. The cost share percentage will remain at 50% of the actual repair or replacement cost until the new maximum dollar amount is reached.

Background: The Sidewalk Replacement Program was adopted by the City Commission in April of 2006. The program was initiated to help owners of single family properties to repair or replace the public sidewalk in front of their homes. This in turn would be a benefit to the community as a whole by providing accessible and safe sidewalks. The program was well received shortly after inception, but in recent years the applications have dwindled.

Justification: The increase in program participation by the City will help maintain the City's sidewalk infrastructure and extend the service life of the City's sidewalks. With the increase in material and labor costs over the past six years, the cost share amount wasn't able to meet the 50% cost share goal of the program for the replacement of sidewalk across a residential lot.

Financial Considerations: Money is funded for this program every year in the Special Street Budget. By increasing the dollar amount and leaving the budgeted amount the same, few applicants will be able to receive funding.

Purpose/Mission: The purpose of this program was to help owners maintain the public sidewalks in an acceptable condition and extend the life of the sidewalks.

Legal Considerations: None

Attachments: None



City of Dodge City

806 N. Second Ave.
PO Box 880
Dodge City, KS 67801

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

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: November 15, 2012

Subject: Bicycle-Pedestrian Trail Naming
Agenda Item: New Business

Recommendation: Staff recommends accepting the recommendation of the Park and Recreation Advisory Board to adopt the name Gunsmoke Trail for the bicycle-pedestrian trail.

Background: Over the last several months Jenny Delzeit, a local girl scout, has worked on a Gold Award project with the Park and Recreation Department. Her project was to create trail head signs for the bicycle-pedestrian trail to include maps, trail information, and other rules and regulations.

In that process, it was determined the trail should be named to provide a common identifier throughout the community. So as part of her project, Ms. Delzeit organized a "Name the Trail" contest. Entries were solicited through the Daily Globe and collected at Sheridan.

Those entries were screened and three options presented to the Advisory Board for their consideration. At their last meeting, the Advisory Board voted to recommend the name Gunsmoke Trail to the Commission for approval.

Justification: The Gunsmoke name is iconic and associated with Dodge City throughout the world. This name is consistent with efforts in town to promote our western heritage and maintain the western brand associated with Dodge City.

Financial Considerations: Expense for this project is minimal and comes from general operating funds. Signs will be constructed in-house by the AFM division with the mapping and text components printed professionally. Three signs will be constructed initially and installed at the trail heads located in Sheridan, Legends Park and Spiers Park.

Purpose/Mission: This project meets the City's core values of ongoing improvement and engaging the public.

Legal Considerations: n/a

Attachments: n/a

CC: Jenny Delzeit



City of Dodge City

806 N. Second Ave.
PO Box 880
Dodge City, KS 67801

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

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Kathy Denhardt, Mobility Manager

Date: November 16, 2012

Subject: Public Transportation Grant Letters

Agenda Item: New Business

Recommendation: Staff recommends the City Commission submit local match financial commitment letters to be included with the SFY 2014 U.S.C. 49-5311 (Public Transportation) and U.S.C. 49-5316 (Mobility Management) grant applications to be submitted to KDOT by November 30, 2012.

Option 1 – Local Match for Mobility Manager, capital for 1 replacement bus, operating 2 Para-transit buses, 1 Regional Bus (local match paid by counties served) and 3 Fixed Route buses

5316	Mobility Manager (City share of \$14,000)	\$ 4,200
5311	Capital (20% of 1 replacement bus)	\$ 13,687
	50% of Para-transit and Fixed Route Operations	<u>\$ 270,572[†]</u>
	Total	<u>\$288,459</u>

Option 2 – Local Match for Mobility Manager, capital for 1 replacement bus, operating 4 Demand Response buses and 1 Regional Bus (local match paid by counties served)

5316	Mobility Manager (City share of \$14,000)	\$ 4,200
5311	Capital (20% of 1 replacement bus)	\$ 13,687
	50% of Demand Response Operation utilizing 4 buses	<u>\$ 181,497[†]</u>
	Total	<u>\$199,384</u>

[†] It is expected the Local Match will be 35% of the total budget. However, KDOT requires submission of financial commitment letters covering 50% of the proposed budgets. Assuming the State continues their 15% match, the City's actual commitment will be \$78,985 less with Option 1 and \$51,990 less under Option 2. Service contracts with businesses benefitting from Public Transportation services are expected to replace a portion of Local Match dollars.

Background: Ridership on our Public Transportation service is now over 1,100 rides per month, almost double since hours and service area was expanded in late July, and triple 2010 ridership. With the recommendation to implement fixed route service, we are proposing several important changes:

- Establishing Fixed Route Service in Dodge City with three routes.
- Expanding hours of service to 6:00 am – 7:00 pm Monday through Friday
- Continue para-transit service for qualified elderly and disabled clients in Dodge City with two buses.
- Expand regional bus service to include Gray and Clark counties with associated costs covered by those entities.

Option 2 would continue with the existing demand response service adding one additional bus and regional bus service will also be expanded to include Gray and Clark counties.

Justification: Ridership in the Public Transportation system has grown significantly with the recent changes to the service. However experience from other communities has shown that to achieve the biggest impact requires the implementation of the fixed route component.

Our recent ridership numbers are now around 1,100 per month which includes general public and para-transit. In comparison, the Finney Co system is generating over 7,000 rides per month, 5,500 through their fixed route system and another 1,200 to 1,500 rides in the para-transit system.

Financial Considerations: The City's current commitment to public transportation is \$99,970. With this application, the City's commitment increases to \$288,459 if Option 1 is pursued. Of that, \$135,400 is attributed to the implementation of fixed route service, \$13,686 is capital expense for one new bus, and \$47,325 attributable to increased dispatch costs.

KDOT is making significant investments to help establish public transportation in our area, and is expected to provide three new buses to allow us to establish fixed route service. As we plan fixed routes we will be able to approach local businesses, employers, and institutions to enter into Service Contracts and share the cost of providing bus service to their doors. We expect those Service Contracts will defray a portion of the local match to which the City is committing. These factors combine to make this the most opportune time to establish Fixed Route service in a manner that is least costly to Dodge City.

With Option 2, the City's commitment increases to \$199,384 which provides a fourth bus in the Demand-Response system, includes the capital expense for one new bus and reflects the increased dispatch costs associated with Finney Co. Transit.

Purpose/Mission: Improvements to public transportation represent the City's core values of Ongoing Improvement and Preparing for the Communities Future.

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

Attachments: Program Budget Documents

CC: Paul Lewis, Parks and Recreation Director

	D-R/Paratransit (2 buses) 703, 705 1 new (replace 704)		Regional (1 bus) 706		Fixed Route (3 buses) 3 new buses	
Capital - Total	\$		\$		\$	205,302.00
KDOT - 80%	\$	68,434.00	\$		\$	205,302.00
LOCAL - 20% (Dodge City)	\$	54,747.20	\$		\$	-
		13,686.80				
Mobility Manager - Total \$70,000	\$	35,000.00	\$	35,000.00		
KDOT - 80%	\$	28,000.00	\$	28,000.00		
Local Match - 20% (DC, Ford, Gray, Clark)	\$	7,000.00	\$	7,000.00		
1. Vehicle Insurance	\$	15,000.00	\$	5,000.00	\$	15,000.00
2. Advertising	\$	5,000.00	\$	4,000.00	\$	5,000.00
3. Personnel – Driver (Paid)						
2 FT wages	\$	63,000.00				
2 FT benefits	\$	39,060.00				
Regular PT	\$	41,090.40	\$	41,090.40	\$	154,089.00
Regular PT health Insurance	\$	13,000.00	\$	13,000.00	\$	52,000.00
PT						
4. Dispatcher						
5. Mechanic (Paid) .25 FTE	\$	2,700.00	\$	1,350.00	\$	4,050.00
wages	\$	1,675.00	\$	837.00	\$	2,510.00
benefits	\$	30,000.00	\$	15,000.00	\$	50,000.00
6. Fuel	\$	9,000.00	\$	4,500.00	\$	13,500.00
7. Maintenance, Repair, Lubrication, Parts, Labor	\$		\$	1,000.00	\$	4,000.00
8. Storage (Paid)	\$		\$			
9. Contract Services (Specify name & reason)*	\$		\$			
10. Communications/Phone	\$	1,500.00	\$	750.00	\$	2,250.00
11. Other (Must specify each item)	\$		\$		\$	
Finney County Transit Dispatching Contract	\$	94,664.00	\$	23,660.00		
12. Licenses & Tags	\$	2,000.00	\$	1,000.00	\$	3,000.00

13. KPTA Membership Dues	\$	100.00			
14. KPTA Annual Meeting Expenses	\$	1,000.00			
15. RTAP Driver Training	\$	500.00	\$	500.00	1,000.00
16. RTAP Manager Training	\$	400.00	\$	400.00	400.00
17. KCC Registration Fee	\$	230.00			
19. Total Operating Cost (Add #1 through #18)	\$	319,919.40	\$	112,087.40	306,799.00
20. Project Income	\$	13,000.00	\$	1,000.00	36,000.00
21. Subtotal (#19 Minus #20)	\$	306,919.40	\$	111,087.40	270,799.00
22. Local Match (35%)					
Dodge City	\$	92,075.82			\$ 94,779.65
Ford County			\$	19,440.30	
Gray County		15,345.97	\$	9,720.15	
Clark County			\$	9,720.15	
23. Total 5311 Reimbursement Request (50%)	\$	153,459.70	\$	55,543.70	135,399.50
24. Total State Reimbursement (15%)	\$	46,037.91	\$	16,663.11	40,619.85
24. Total Reimbursement	\$	306,919.40	\$	111,087.40	270,799.00
Administration paid to Finney County Transit	\$	4,732.00	\$	1,183.00	

Option 1

With 15% State Reimbursement		Operations 35%		Mobility Mgmt 20%		Capital 20%
Dodge City Total Match	\$	191,587.47	\$	4,200.00	\$	13,686.80
Ford County Total Match	\$	35,377.77	\$	4,200.00		
Gray County Total Match	\$	10,311.65	\$	2,800.00		
Clark County Total Match	\$	10,311.65	\$	2,800.00		
Grand Total Local Match	\$	247,588.53	\$	14,000.00	\$	13,686.80

Without 15% State Reimbursement (Match Letter)		Operations 50%		Mobility Mgmt 20%		Capital 20%
Dodge City Total Match	\$	270,572.25	\$	4,200.00	\$	13,686.80
Ford County Total Match	\$	50,790.81	\$	4,200.00		
Gray County Total Match	\$	14,477.43	\$	2,800.00		
Clark County Total Match	\$	14,477.43	\$	2,800.00		
Grand Total Local Match	\$	350,317.90	\$	14,000.00	\$	13,686.80

	Demand Response (4 buses)	Regional (1 bus)
1. Vehicle Insurance	\$ 25,000.00	\$ 5,000.00
2. Advertising	\$ 5,000.00	\$ 4,000.00
3. Personnel – Driver (Paid)		
2 FT wages	\$ 63,000.00	
2 FT benefits	\$ 39,060.00	
Regular PT (30 hr/wk each 6760)	\$ 89,029.20	\$ 41,090.40
Reg PT health Insurance	\$ 32,500.00	\$ 13,000.00
4. Dispatcher		
5. Mechanic (Paid) .25 FTE		
wages	\$ 6,750.00	\$ 1,350.00
benefits	\$ 4,185.00	\$ 837.00
6. Fuel	\$ 50,000.00	\$ 15,000.00
7. Maintenance, Repair, Lubrication, Parts, Labor	\$ 15,000.00	\$ 4,500.00
8. Storage (Paid)	\$ 1,000.00	\$ 1,000.00
9. Contract Services (Specify name & reason)*		
10. Communications/Phone	\$ 1,500.00	\$ 750.00
11. Other (Must specify each item)		
Finney County Transit Dispatching Contract	\$ 94,664.00	\$ 23,660.00
12. Licenses & Tags	\$ 3,000.00	\$ 1,000.00
13. KPTA Membership Dues	\$ 100.00	
14. KPTA Annual Meeting Expenses	\$ 1,000.00	
15. RTAP Driver Training	\$ 500.00	\$ 500.00
16. RTAP Manager Training	\$ 400.00	\$ 400.00
17. KCC Registration Fee	\$ 230.00	
19. Total Operating Cost (Add #1 through #18)	\$ 431,918.20	\$ 112,087.40
20. Project Income	\$ 16,000.00	\$ 1,000.00
21. Subtotal (#19 Minus #20)	\$ 415,918.20	\$ 111,087.40
22. Local Match (35%)		
Dodge City	\$ 124,775.46	
Ford County	\$ 20,795.91	\$ 19,440.30
Gray County	\$	\$ 9,720.15

Clark County

23. Total 5311 Reimbursement Request (50%)	\$	207,959.10	\$	9,720.15
24. Total State Reimbursement (15%)	\$	62,387.73	\$	55,543.70
24. Total Reimbursement	\$	415,918.20	\$	16,663.11
Administration paid to Finney County Transit	\$	4,732.00	\$	111,087.40
				1,183.00

Option 2

With 15% State Reimbursement		Operations 35%		Mobility Mgmt 20%		Capital 20%
Dodge City Total Match	\$	129,507.46	\$	4,200.00	\$	13,686.80
Ford County Total Match	\$	40,236.21	\$	4,200.00		
Gray County Total Match	\$	10,311.65	\$	2,800.00		
Clark County Total Match	\$	10,311.65	\$	2,800.00		
Grand Total Local Match	\$	190,366.96	\$	14,000.00	\$	13,686.80

Without 15% State Reimbursement (Match Letter)		Operations 50%		Mobility Mgmt 20%		Capital 20%
Dodge City Total Match	\$	181,497.24	\$	4,200.00	\$	13,686.80
Ford County Total Match	\$	58,965.72	\$	4,200.00		
Gray County Total Match	\$	14,477.43	\$	2,800.00		
Clark County Total Match	\$	14,477.43	\$	2,800.00		
Grand Total Local Match	\$	269,417.80	\$	14,000.00	\$	13,686.80