

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, May 19, 2014

7:00 p.m.

MEETING #4957

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Rev. Darrel Hendrickson of the First Church of God

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Public Works Week Proclamation

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, May 5, 2014;
2. Approval of Joint City/County Commission Meeting Minutes, May 12, 2014
3. Appropriation Ordinance No. 10, May 19, 2014;

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3582:** An Ordinance of the City Commission of the City of Dodge City, Kansas, Authorizing the Issuance of its Special Obligation Revenue Bonds (Summerlon Phase III –N1 Project) for the purpose of financing certain costs relating to a Rural Housing Incentive District, Authorizing and approving the execution of certain documents in connection with the issuance of such bonds and authorizing certain other actions in connection with issuance of such bonds. Report by Director of Finance, City Clerk, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Terms of Soccer Contract and Authorization to enter into agreement with Dodge City Soccer. Report by Director of Parks and Recreation, Paul Lewis.
2. Approval of option to sell Old City Hall. Report by Project Development Coordinator, Melissa McCoy

## **OTHER BUSINESS**

## **ADJOURNMENT**

## PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, Jim Sherer was the perfect example of a public servant and highly regarded the work of the public works staff.

NOW, THEREFORE, I, Brian Delzeit, Mayor of the City of Dodge City, do hereby proclaim the week of May 18 through May 24, 2014 as

### **"NATIONAL PUBLIC WORKS WEEK"**

And

### **May 21 as Jim Sherer, Public Servant Day**

in the City of Dodge City, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and the Seal of the City of Dodge City this 19th day of May, 2014.

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Brian Delzeit, Mayor

Attest

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Nannette Pogue, City Clerk

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, May 5, 2014

6:30 p.m.

MEETING #4954

Roll Call – Mayor Brian Delzeit, Commissioners Joyce Warshaw, Jan Scoggins, Kent Smoll and Rick Sowers.

## **BUSINESS**

Discussion of Proposed Water Conservation Plan – Report by Corey Keller

The Work Session was adjourned.

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, May 5, 2014

7:00 p.m.

MEETING #4955

## **CALL TO ORDER**

**ROLL CALL:** Mayor Brian Delzeit, Commissioners, Kent Smoll, Jan Scoggins, Rick Sowers and Joyce Warshaw,

**INVOCATION** by Rev. Darrel Hendrickson of the First Church of God

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Consideration of an Application to be submitted to Commerce for Small Cities Community Development Block Grant Funds under the Downtown Commercial Rehabilitation Category.

Leslie Lomas presented the project which is to repair building deficiencies at the Old City Hall Building, 400 West Spruce.

Hays Kelman answered questions about the project.

Richard Crockett, Assistant Pastor, First Christian Church, voiced concerns about alcohol on the premises since the Church is nearby.

Mayor Brian Delzeit closed the Public Hearing.

## **PETITIONS & PROCLAMATIONS**

The Mayor Proclaimed May 3-11, 2014 as National Tourism Week. Colleen Hastings from the Convention and Visitor Bureau made a presentation. Marshal Alan Bailey spoke about National Tourism Week. Elaine Gall with Dodge City Roundup spoke regarding the PRCA Dodge City Days Rodeo and other events held at Roundup and their impact on tourism in Dodge City. Ryan Diechs with Boothill Casino talked about their impact on tourism in Dodge City. The live Buffalo and Longhorn exhibit will be opening during Memorial Day weekend.

The Mayor proclaimed May as National Historic Preservation Month. Chelsea Dawson, Main Street Dodge City, presented activities that will be held during the month.

The Mayor proclaimed May 10<sup>th</sup> as National Train Day. Presentation was made by Melissa McCoy and she invited everyone to Train Day on Saturday, May 9 at the Santa Fe Depot.

The Mayor proclaimed May 7<sup>th</sup> as Cannon Ball Centennial Ride and Dodge City 300 Centennial Day. Jim Johnson presented back ground information and read the proclamation. Brian Delzeit commented.

The Mayor proclaimed Saturday, May 17, 2014 as Kids to Parks Day. Paul Lewis commented.

**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).**

Kent Stehlik gave Commission update on Legislation regarding Heritage Trust Funds and other topics effecting tourism.

Jim Johnson updated Commission on activities of the Dodge City Trail of Fame.

Jim Hanni, Executive Vice President of AAA presented a Traffic Safety Award to Dodge City Police Department. They are being awarded this program for several of the programs that they have established. They have qualified for the silver award given to communities that have implemented programs that show a strong sustained effort at traffic safety.

#### **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, April 21, 2014;
2. Appropriation Ordinance No.9, May 5, 2014;
3. Approval of Fireworks Contract

Commissioner Kent Smoll moved to approve the Consent Calendar as presented. Commissioner Joyce Warshaw seconded the motion. Kent Smoll commented on the 4<sup>th</sup> of July show and encouraged community contributions. The motion carried unanimously.

#### **ORDINANCES & RESOLUTIONS**

**Resolution 2014-13:** A Resolution Declaring a Building Blighted with Respect to the Kansas Small Cities Community Development Block Grant (CDBG) Program was approved on a motion by Commissioner Joyce Warshaw, seconded by Commissioner Rick Sowers, motion carried 4-0, with Kent Smoll abstaining.

**Resolution 2014-14:** A Resolution Certifying Legal Authority to Apply for the 2014 Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce and authorize the Mayor to sign and submit application for Kansas Small Cities Community Development Block Grant Program was approved on a motion by Commissioner Rick Sowers. The motion was seconded by Commissioner Jan Scoggins. The motion carried 4-0, with Kent Smoll abstaining.

**Resolution 2014-15:** A Resolution of the City of Dodge City, Kansas, Endorsing Efforts by the Dodge City Community College Board of Trustees and the Kansas Board of Regents to Create a Kansas Board of Regents Academic Center in Dodge City was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Rick Sowers. The motion carried unanimously.

**Charter Ordinance No. 38** – A Charter Ordinance exempting the City of Dodge City, Kansas, from the provisions of K.S.A. 12-4113(g), K.S.A. 12-4203, K.S.A. 12-4204 and K.S.A. 12-4207 as amended, and providing substitute and additional provisions on the same subject. This Charter Ordinance authorizes certain city employees who are responsible for enforcement of various City Code Provisions to sign and serve City Complaints for appearance in City Municipal Court. Charter Ordinance No. 38 was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw, motion carried unanimously.

**Ordinance No. 3581** – An Ordinance granting to Wildflower Telecommunications, LLC a contract franchise to construct, operate, and maintain a telecommunications system in the City of Dodge City was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Kent Smoll. The motion carried unanimously.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

## **OTHER BUSINESS**

Cherise Tieben:

- May 12 Joint City/County Commission meeting at Government Center at 6:00 p.m.;
- May 21 – meeting regarding proposed Motel development located next to proposed Water Park;
- May 29 meeting of USD, DCCC and County to discuss expansion of NRP;
- Black Hills rate increase information will be forthcoming from Black Hills.

Jane Longmeyer :

- Fire Hydrant testing starting this week;
- Highway 50 mill and overlay is continuing;
- Starting this week is West Trail Street reconstruction project.

Kent Smoll:

- Sales Tax numbers for March 2.7% ahead year to date. Shop local and shop often;
- Today is 41<sup>st</sup> Wedding Anniversary. Thank you Dee.

Jan Scoggins:

- Pleasure to be here, 25 people attended meeting tonight;
- The volunteers at the depot really do make a difference.

Joyce Warshaw:

- Big Thank You to Dodge City Law. Last Thursday they helped with field day in the schools - that is one thing Dodge City has, that no other city has;
- Hi Miller Students.

Rick Sowers:

- Thanked Police Department for emphasis on traffic enforcement.

Brian Delzeit:

- Congratulate Commissioner Smoll on his anniversary;
- This Sunday is Mother's Day;
- As a realtor, noticed that on newer homes, the porches and driveways are starting to settle. If you see that, soak the ground to prevent this.

## **ADJOURNMENT**

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

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **JOINT CITY/COUNTY COMMISSION MINUTES**

Ford County Government Center – Rose Room

Monday, May 12, 2014

6:00 p.m.

Meeting #4956

## **CALL TO ORDER**

## **ROLL CALL:**

*City of Dodge City:* Mayor Brian Delzeit, Commissioners Kent Smoll, Rick Sowers, Joyce Warshaw and Jan Scoggins.

*Ford County:* Chairman Chris Boys, Commissioner Shawn Tasset. Commissioner Danny Gillum was reported absent.

1. The Commissions discussed the amendment to the Inter-local Agreement between the City of Dodge City and Ford County which governs the Special Sales Tax Projects (Why Not Dodge Projects). Rick Sowers and Kent Smoll asked questions regarding some of the changes. The questions were answered by Glen Kerbs.

*City Action:* Commissioner Brian Delzeit moved and Commissioner Jan Scoggins seconded the motion to approve the amended Inter-local Agreement between the City of Dodge City and Ford County that governs the Special Sales Tax Projects. The motion carried 3-2, with Kent Smoll and Rick Sowers voting no.

*County Action:* Commissioner Chris Boys moved and Shawn Tasset seconded the motion to approve the amended Inter-local Agreement between the City of Dodge City and Ford County that governs the Special Sales Tax Projects. The motion carried 2-0.

2. The Commissions discussed the CFAB recommendation for the organizational funding request from Ford County for the Western State Bank Expo Center.

*City Action:* Commissioner Kent Smoll moved to approve the CFAB recommendation that Ford County Western State Bank be granted organizational funding from the Special Sales Tax Fund in the amount of \$300,000. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-1, with Rick Sowers voting no.

*County Action:* Commissioner Chris Boys moved to approve the CFAB recommendation that Ford County Western State Bank be granted organizational funding from the Special Sales Tax Fund in the amount of \$300,000. Commissioner Shawn Tasset seconded the motion. The motion carried 2-0.

3. The Commissions considered the CFAB recommendation to locate the future Regional Aquatic Park which will be paid for from Special Sales Tax Project funds in Wright Park.

*City Action:* Commissioner Jan Scoggins moved to accept the recommendation of the CFAB to locate the future regional aquatic park which will be paid from the Special Sales Tax Project Funds in Wright Park. Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

*County Action:* Commissioner Chris Boys moved to accept the recommendation of the CFAB to locate the future regional aquatic park which will be paid from the Special Sales Tax Project Funds in Wright Park. Commissioner Shawn Tasset seconded the motion. The motion carried 2-0.

4. The Commissions discussed nominations for 2 new CFAB members. Applications were received from interested persons. Eight applications were received and a selection committee met to make recommendations. The recommendation from the selection committee was to appoint Mike Martinez and Ryan Rabe to the CFAB.

*City Action:* Commissioner Brian Delzeit moved to appoint Mike Martinez and Ryan Rabe to the CFAB. Commissioner Scoggins seconded the motion. The motion carried 3-2 with Sowers and Warshaw voting no.

*County Action:* Commissioner Chris Boys moved to appoint Mike Martinez and Ryan Rabe to the CFAB. Commissioner Shawn Tasset seconded the motion. The motion carried 2-0.

The following upcoming meetings were announced:

1. Wednesday, May 21 at 6:00 p.m. CFAB meeting in the City Commission Chambers.
2. Monday, July 14 at 6:00 p.m., Joint Commission Meeting in the Rose Room at the Ford County Government Center
3. Monday, October 13, 2014 and Monday, December 8, 2014, tentative dates for upcoming Joint Commission Meetings at the Rose Room in the Ford County Government Center.

## **Adjournment**

*City Action:* Commissioner Kent Smoll moved and Commissioner Joyce Warshaw seconded the motion to adjourn the meeting. The motion carried unanimously.

*County Action:* Commissioner Chris Boys moved and Commissioner Shawn Tasset seconded the motion to adjourn the meeting. The motion carried 2-0.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

## *Memorandum*

*To: Cherise Tieben, City Manager*  
*From: Nannette Pogue*  
*Date: May 13, 2014*  
*Subject: RHID Bond Issuance*  
*Agenda Item: Ordinance No. 3582*

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**Recommendation:** Staff recommends the approval of Ordinance No. 3582 authorizing the issuance of Special Obligation Revenue Bonds for the purpose of financing certain costs relating to a Rural Housing Incentive District and authorizing and approving the execution of certain documents in connection with the issuance of such bonds. This ordinance authorizes the Bond Indenture and Tax Compliance Agreement. The table of contents for the Bond Trust Indenture is included in the agenda packet. If you wish to review the entire document, it is available in my office.

**Background:** This is the final step in the Rural Housing Incentive District process for Summerlon Phase III N-1.

**Justification:** These are the final documents needed to complete the district and issue the bonds in order to fulfill our obligation under this incentive.

**Financial Considerations:** None, as the bonds are not backed by the full faith and credit of the City.

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

**Legal Considerations:** None, bond documents have been prepared by bond counsel.

**Attachments:** Ordinance No. 3582 and the Table of Contents of the Bond Trust Indenture.

(Published in *The Dodge City Daily Globe* on May \_\_, 2014)

**ORDINANCE NO. 3582**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING THE ISSUANCE OF ITS SPECIAL OBLIGATION REVENUE BONDS (SUMMERLON PHASE III-N1 PROJECT) FOR THE PURPOSE OF FINANCING CERTAIN COSTS RELATING TO A RURAL HOUSING INCENTIVE DISTRICT; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH ISSUANCE OF SUCH BONDS**

**WHEREAS**, City of Dodge City, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

**WHEREAS**, pursuant Ordinance No. 3558 passed by the governing body of the City on April 1, 2013, as amended by Ordinance No.3577 passed by the governing body of the City on February 17, 2014, and the provisions of K.S.A. 12-5241 *et seq.*, as amended (the “Act”), the City has created a Rural Housing Incentive District within the City limits (the “District”) and approved a plan for the development of housing and public facilities within the District (the “Plan”); and

**WHEREAS**, in connection with the Plan, the City and Summerlon Properties, LLC, a Kansas limited liability company (the “Developer”), have entered into a Development Agreement dated April 1, 2013, pursuant to which the Developer agrees to develop a single-family residential development within the District to be known as the “Summerlon Phase III-N1 Development”; and

**WHEREAS**, in accordance with the provisions of the Act, the City hereby finds and determines it to be necessary and desirable to issue its Special Obligation Revenue Bonds (Summerlon Phase III-N1 Project), Series 2014A (the “Bonds”), upon the terms and conditions set forth in the hereinafter described Bond Indenture, and to apply the proceeds of such Bonds to the financing of eligible costs of the District as described in the Plan; and

**WHEREAS**, the governing body hereby finds and determines that the financing of certain Project Costs (as defined in the Bond Indenture herein authorized) by the City in the manner provided in the Act and pursuant to the provisions of the Bond Indenture, will serve one or more of the public purposes set forth in the Act and will promote, stimulate and develop the general and economic welfare of the City; and

**WHEREAS**, the governing body further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS:**

**Section 1. Authorization of the Bonds.** The City is hereby authorized to issue and sell the Bonds in an aggregate principal amount of \$705,000 the proceeds of which will be used to (a) finance a portion of the eligible costs of the District as described in the Plan, and (b) pay certain costs related to the issuance of the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized Bond Indenture in such principal amounts, shall bear such dates, shall be in such denominations, shall be in such forms, shall mature on the dates and in the principal amounts, shall bear interest at a fixed rate which shall not exceed amount set forth in K.S.A. 10-1009 and shall be subject to redemption on the dates and in the principal amounts as provided in the Bond Indenture, and shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are set forth in the Bond Indenture.

The Bonds, together with interest thereon, are not general obligations of the City but are limited obligations payable solely from the Trust Estate (as defined in the Bond Indenture) pledged to the payment thereof under the Bond Indenture and shall be a valid claim of the respective holders thereof only against the Trust Estate and other moneys held by the Trustee (as defined in the Bond Indenture) and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Bond Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the City, the State of Kansas (the "State") or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of general taxation (other than incremental property tax revenues pledged as part of the Trust Estate) therefor. Nothing in the Bonds, the Bond Indenture, the proceedings of the City authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

**Section 2. Authorization and Approval of Documents.** The following documents are hereby approved in substantially the forms presented to and reviewed by the City at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents to which the City is a party (the "City Documents") with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's ratification or approval thereof:

(a) Bond Trust Indenture (the "Bond Indenture"), between the City and Security Bank of Kansas City, as trustee (the "Trustee");

(b) Real Estate and Bond Purchase Agreement (the "Purchase Agreement") among the City, Summerlon Properties, LLC, a Kansas limited liability company, as developer and purchaser of the Bonds, and Summerlon, Inc., a Kansas corporation, as seller of the real property within the District; and

(c) Tax Compliance Agreement between the City and the Trustee, relating to the Bonds.

**Section 3. Execution of Bonds and Documents.** The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Bond Indenture. The Mayor of the City is hereby authorized and directed to execute the City Documents and such other documents,

certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary.

**Section 4. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, deeds, agreements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the transactions contemplated therein and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including, but not limited to, agreements with respect to the investment of any funds held under the Bond Indenture. Gilmore & Bell, P.C., the City's bond counsel, is hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the intent of this Ordinance. Proceeds of the Bonds may be used to reimburse the City for such expenditures made not more than 60 days prior to the date this Ordinance is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations.

**Section 5. Effective Date.** This Ordinance shall be effective upon its passage by the City Commission of the City of Dodge City, Kansas and publication one time in the official City newspaper.

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**PASSED** by the City Commission of Dodge City, Kansas on May 19, 2014.

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Mayor

(Seal)

ATTEST:

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City Clerk

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**BOND TRUST INDENTURE**

**Dated as of May 30, 2014**

**Between**

**CITY OF DODGE CITY, KANSAS**

**and**

**SECURITY BANK OF KANSAS CITY  
as Trustee**

**Relating to:**

**\$705,000  
Special Obligation Revenue Bonds (Summerlon Phase III-N1 Project)  
Series 2014A**

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**BOND TRUST INDENTURE**

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Section 1303.	Limitation on Issuer Obligations.....	<b>Error! Bookmark not defined.</b>
Section 1304.	Benefit of Indenture .....	<b>Error! Bookmark not defined.</b>
Section 1305.	Severability .....	<b>Error! Bookmark not defined.</b>
Section 1306.	Electronic Transactions.....	<b>Error! Bookmark not defined.</b>
Section 1307.	Execution in Counterparts.....	<b>Error! Bookmark not defined.</b>
Section 1308.	Governing Law .....	<b>Error! Bookmark not defined.</b>

- Exhibit A-1 – Form of Series 2014A Bonds
- Exhibit B – Form of Written Request – Costs of Issuance Fund
- Exhibit C – Form of Written Request – Project Fund
- Exhibit D – Legal Description of Rural Housing Incentive District



# Parks and Recreation

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

## *Memorandum*

To: Cherise Tieben, City Manager  
City Commissioners  
From: Paul Lewis, Parks & Recreation Director   
Date: May 15, 2014  
Subject: Soccer Promoter Contract  
Agenda Item: New Business

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**RECOMMENDATION:** Staff requests authority to execute a contract with Charles Johnson/Dodge City Soccer for tournament promotion services subject to review and approval from legal counsel.

**BACKGROUND:** Included in the adopted Sales Tax budget for 2014 was an allocation to contract with a tournament promoter to coordinate soccer tournaments at St. Mary Soccer Complex and at indoor locations as appropriate. Similar to the contract with Southwest Sports for Legends Park, the contractor would be responsible for promoting and administering soccer tournaments on weekends throughout the year.

Staff worked with Charles Johnson, the Head Soccer Coach for Dodge City High School, who has experience and expressed an interest in providing those services for the City. Based on those discussions, Mr. Johnson provided a proposal which would be the basis for a formal agreement.

This proposal was presented to CFAB and Mr. Johnson attended the most recent meeting to present his proposal and address any questions. Following that presentation, CFAB approved a recommendation to enter into a contract with Mr. Johnson.

**JUSTIFICATION:** The St. Mary Soccer Complex was primarily developed with Why Not Dodge funds with the desired outcome of attracting teams and participants from outside the community. To date, the vast majority of play at that facility has been locally based. This proposed contract provides the services necessary to expand the use of the complex to support tournament play and bring additional teams and individuals into the community. Under this scenario, the Complex will provide a dual benefit of serving the needs of the local community for field space and also creating an economic impact with the tournament events.

Mr. Johnson will also use appropriate indoor facilities which allows tournament events to be scheduled on a year round basis. Presently indoor courts are available at the Expo facility and

Mr. Johnson will be responsible for accessing that facility and any others necessary to conduct his indoor tournaments.

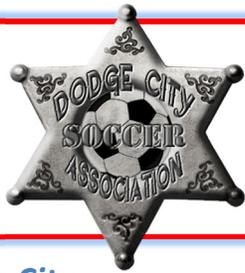
**FINANCIAL CONSIDERATIONS:** The proposed expense for this contract is \$30,000 annually with payouts made on a quarterly basis. The promoter retains all revenues from entry fees, novelties and sponsorships and is responsible for paying all associated tournament costs including personnel, awards, building rentals, etc. Under the proposed agreement he will be responsible for providing general liability in an amount satisfactory to the City. The City retains concessions rights at St. Mary's and agrees to provide field space at no charge.

**PURPOSE/MISSION:** This contract is consistent with the City's Core Value of Ongoing Improvement by providing critical services that bring additional tourists and guests into the community and build on the success of the Why Not Dodge program.

**LEGAL CONSIDERATIONS:** The attached proposal represents the basis for a formal agreement. Once that agreement is fully developed it will be reviewed by legal counsel prior to be executed by the City Manager.

**ATTACHMENTS:** Dodge City Soccer Proposal

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Dodge City Soccer  
2201 W Ross Blvd  
Dodge City, KS 67801

[www.dodgecitysoccer.com](http://www.dodgecitysoccer.com)



*Dodge City*

*Soccer Association*

*Camps*

*&*

Dodge City Soccer under the direction of Charles Johnson proposes to provide soccer tournament administration services for the City of Dodge City under the Why Not Dodge program. Events will be conducted throughout the year on both an indoor and outdoor basis using St. Mary Soccer Complex and Western State Bank Expo facilities and others as available.

Tournaments will be conducted for both youth and adult age groups and offered in various formats to create a diverse market. Our goal will be to include up to 50% of the teams from out of town for all events.

I propose the following conditions to be the basis for a contract to provide these services:

Dodge City Soccer/Charles Johnson will:

1. Conduct three outdoor events in 2014 with a goal of attracting 132 teams and 1000 participants.
2. Conduct three indoor events between June 2014 and June 2015 attracting 100 teams.
3. Maintain a web site with event information and registration functions.
4. Pay all expenses associated with the events including advertising, promotions, registration, event supervision, officials, awards, etc.
5. Solicit fields and facilities necessary to conduct events and pay all associated costs with the exception of St. Mary Soccer Complex.
6. Provide general liability insurance in an amount acceptable to the City.
7. Administer all events including scheduling and bracketing, scheduling of referees, and general supervision of the event.
8. Keep all event entry fees, sponsorships and temporary advertising for the purpose of conducting the events.
9. Provide a complete year-end financial statement presenting all revenues and expenses associated with the program.
10. Provide evidence of team participation to include city of residence.

The City of Dodge City will:

1. Shall review and approve a schedule of events.
2. Shall reserve St. Mary Soccer Complex as necessary based on the approved schedule and provide all maintenance as needed to maintain and prepare fields for events.
3. Shall keep concession rights for all activities conducted through the St. Mary Soccer Complex.
4. Shall pay Dodge City Soccer \$30,000 as compensation for services provided and all event expenses. Payment shall be made quarterly in installments of \$7,500.

I propose this as an annual agreement with automatic renewals subject to appropriate termination options acceptable to both parties. The compensation shall also be reviewed and adjusted if agreed to by both parties for year two based on additions and enhancements to the schedule of events.



## City of Dodge City

806 N. Second Ave. Phone: 620-225-8100  
PO Box 880 FAX: 620-225-8144  
Dodge City, KS 67801 www.dodgecity.org

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# Memorandum

To: City Commissioners  
From: City Manager, Cherise Tieben  
Date: May 15, 2014  
Subject: Outline of the Purchase Agreement  
Agenda Item: Approval of Outline of the Purchase Agreement for former Dodge City Municipal Building.

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**Recommendation:** Staff recommends acceptance of the Outline of the Purchase Agreement and authorization for the City Manager to negotiate a purchase option and contract for the transfer and sale of the former Dodge City Municipal Building to the Boot Hill Distillery.

**Background:** The Dodge City Municipal Building was designed by Mann and Company, Architects and Engineers of Hutchinson, and constructed in 1929 by contractor J.N. Parham. Built to house municipal offices, a police station, and a fire station, the building is characterized by a unique design incorporating both Mediterranean and Modern influences. It is centrally located adjacent and north of the Boot Hill Museum and occupies a corner lot in downtown Dodge City. The site also contains three commemorative markers, a statue of a cowboy, and two Corinthian column lamp posts. It was placed on the State and National Register for its local significance in the areas of government, social history, and architecture.

For the past two decades, the building has been primarily utilized for storage and training for police and fire departments. Over the years, several interested parties have considered the former Dodge City Municipal Building. However, its design was not conducive to their needs. In October of 2013, the City Commission discussed the future of the former municipal building at a work session and directed staff to obtain demolition costs. This spurred an article in the Dodge City Globe as well as additional interest in the building. City Administration tasked staff with cleaning the building in order to prepare it for viewing. Several departments collaborated to reveal the true potential of the facility.

Boot Hill Distillery ("Distillery") was one of the primary entities that expressed interest in the Former Dodge City Municipal Building. Interest was also expressed by other individuals that had previously viewed the property. Due to increased demand for the facility, the City of Dodge City ("City") released an announcement for a Request for Proposal (RFP) for the former Dodge City Municipal Building on January 23, 2014. The announcement was published in the Dodge City Daily Globe. In addition, staff contacted all of the individuals by phone that had previously expressed interest. The RFP was also emailed to them. The deadline for submission was Monday, February 3.

The Distillery was the only entity to submit an RFP which included a multi-phased project starting with the development of the distillery in the area formerly used as the Fire Station. In addition, the Distillery proposed to purchase the building for \$10.00.

An outline detailing the purchase agreement was developed based on the following conditions and requirements for the purchase of the building:

The City will:

1. Sell the former Dodge City Municipal Building to the Distillery for the proposed purchase price of ten dollars (\$10.00).
2. Remove all stored material and equipment from building within 30 days of purchase.
3. Provide copies of the original blue print plans to the building.
4. Waive all building, remodeling, tap fees and permits through Phase III.
5. Provide grant consultation and assistance throughout Phase III.
6. Restore and maintain retaining wall, steps and east side walk.
7. Restore, preserve and maintain statues and monuments (Cowboy Statue, Buffalo Head, Oxen Head Monuments, Ham Bell Marker, lamp posts and Centennial Monument).
8. Retain ownership of the north 100' of Lot 65 and the north 100' of the east 25' of Lot 67.
9. Deed all of Lot 67 except the north 100 feet of the east 25' and the south 25' of lot 65 and all of the 15' of the vacated alley adjacent to Lots 65, 67, 69, 71, 73, 75.
10. Provide all contracts and legal expenses in connection with transfer of ownership and acceptance of this proposal.
11. Be entitled to retain any of the materials such as windows and doors being removed from the building.
12. Allocate eighty thousand dollars (\$80,000) per year for a period of two years to be utilized for repairs on the following: south parking lot, north parking lot, front steps to the main entry of the building.

The Distillery will:

1. Pay the City the sum of ten dollars (\$10.00) for the building.
2. Accept ownership of and responsibility for the property in existing ("as is") condition.
3. Complete phase one (1) (implementation of distillery) and phase two (2) (development of event and meeting space) during the proposed time frame.
4. Within twelve (12) months develop and submit to the City a viable plan and timeline for the implementation of phase three (3).
5. Recognize (including if the building is abandoned or sold) that the City will maintain and retain ownership of the Buffalo Head that is mounted above the north east entry way of the building as well as the statues and monuments on the front lawn of the property.
6. Perform exterior and interior repairs per the Secretary of the Interior Standards for the Treatment of Historic Properties.
7. Not allow mechanical liens to attach to the property.
8. Maintain the building on the State and National Historic Register and comply with all requirements.
9. Be good stewards of the maintenance of the building and insure that all codes and requirements are in compliance with the City of Dodge City.
10. Ensure that construction complies with the Existing Building Code
11. Use funding provided by the City for the repair of the following areas: south parking lot, north parking lot, and front steps to the main entrance to the building.
12. If a portion of the allocated funds remains, a proposal for the utilization of funds shall be submitted to the City Manager as early as possible. It is encouraged that these funds be used to secure the historical value of the facility.
13. Provide quarterly progress updates to the City during the development stage.
14. Keep and maintain the grounds and landscaping in a fashion that does not detract from the historical monuments situated on the site.
15. Perform ongoing maintenance to the building, the south and north parking lot, and the front steps to the main entrance of the building.
16. If project phases as approved by the City are not completed within the proposed timeframe, the allocated funds will be returned to the City at a pro-rated amount based on the work completed.
17. If the Distillery determines at any point that they will sell or abandon the building, the City will have the first option to purchase the property for a negotiated agreed upon price which shall take into consideration the City's \$160,000 investment. *(If a period greater than 20 years has passed since the City's investment, the \$160,000 funding allocation will no longer be considered in the negotiated price.)*
18. Provide adequate insurance coverage for the building.

**Justification:** The proposed development plan by the Distillery compliments the downtown plan for revitalization as well as the Master Tourism Plan. Although there are considerable cost considerations there are also significant expenses involved with demolition of the building which is estimated at 159,090. The transfer or sale of the former Dodge City Municipal Building would alleviate the City's responsibilities for repairs and restoration while preserving a significant Dodge City Landmark that was placed on the State and National Historic Register in 2013.

**Financial Considerations:**

The City will allocate funds in the amount of Eighty thousand dollars (\$80,000) per year for a period of two years to the distillery to be utilized for repairs on the south parking lot, north parking lot, and front steps to the main entry of the building. If funds remain, a proposal for the utilization of funds shall be submitted to the City Manager as early as possible. It is encouraged that these funds be used to secure the historical value of the facility.

**Legal Considerations:**

In order to continue the process of applying for Community Block Development Grant (CDBG), the City and the Distillery must enter an agreement to transfer ownership prior to the CDBG application submission. The agreement to purchase and funding would be completed upon approval of the CDBG application.

**Purpose /Mission:** This projects fulfills the City of Dodge City's mission by preserving our heritage to foster a better future. It also meets our core purpose of making Dodge City the best place to be while matching the core value of ongoing improvement.

**Attachments:**

N/A

## **AGREEMENT FOR REAL ESTATE CONVEYANCE CONTRACT**

This Agreement for Real Estate Conveyance Contract (“Agreement”) is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the “City”) and the Boot Hill Distillery L.L.C. (the “Distillery”), collectively referred herein as the “Parties”:

**WHEREAS**, the City is the title owner of a building and grounds which formerly housed the City offices, police and fire departments located at the southwest corner of Spruce and Fourth Street in Dodge City, the legal description which is set out in Exhibit A, attached hereto and made part hereof by this reference, and hereinafter is referred to as the “Building”, and

**WHEREAS**, said Building was constructed in 1929 and represents an historic structure which has been listed on the State and National Historic Register as a result of its local significance in the areas of government, social history, and architecture, and

**WHEREAS**, said Building has been vacant for many years and is deteriorating and is in a blighted condition and will soon require demolition for safety reasons without repairs and renovation, and

**WHEREAS**, the City desires to preserve said Building due to its historic importance to the City and surrounding area, and

**WHEREAS**, the Distillery has expressed a desire to obtain, restore, preserve and utilize the Building for commercial purposes as described in its proposal presented to the City, and

**WHEREAS**, the Distillery’s proposal, if implemented, would serve to preserve, restore, maintain and utilize the Building for a commercial use within the City, and

**WHEREAS**, the Distillery is in need of financial assistance in order to implement its proposal to the City and to preserve, restore and utilize the Building, and

**WHEREAS**, the City is eligible to apply for a Community Development Block Grant for Downtown Commercial Rehabilitation of the Building (the “Grant”), and

**WHEREAS**, the Parties have agreed that if such Grant is awarded the Parties shall finalize and enter into a real estate conveyance contract whereby the Distillery will become the title owner of the Building and shall be responsible for the preservation, renovation, restoration, maintenance and use of the Building in accordance with certain terms and conditions as agreed to herein:

**NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS SETOUT HEREIN THE PARTIES AGREE AS FOLLOWS:**

1. If the City’s Grant Application is awarded and funded, the City shall enter into a Real Estate Conveyance Agreement with the Distillery whereby the City, upon receipt of the payment of ten dollars (\$10.00), shall donate and convey to the Distillery the Building in accordance with the provisions as set out in the Outline of Terms and Conditions, marked Exhibit A attached hereto and made a part hereof by this reference.
2. If the City’s Grant Application is awarded and funded, the Distillery shall enter into a Real Estate Conveyance Agreement with the City whereby the Distillery shall accept and record a Quit Claim Deed from the City conveying all of the City’s right title and interest in and to the Building to the Distillery under the terms and conditions as set out in the Outline of Terms and Conditions, marked Exhibit A, attached hereto and made a part hereof by this reference.

3. The Parties agree that within 30 calendar days from the receipt of the announcement of the approval and funding of the City's Grant Application the Parties shall finalize and execute a Real Estate Conveyance Agreement whereby the Building shall be deeded and conveyed by the City to the Distillery, who shall become the title owner of the Building and shall be responsible for the restoration, renovation and improvements as provided by the Outline of Terms and Conditions attached hereto, marked Exhibit A.

This Agreement shall be binding on the Parties hereto, their successors and assignees.

Boot Hill Distillery L.L.C.

City of Dodge City, Kansas

by \_\_\_\_\_

by \_\_\_\_\_

member

Brian Delzeit, Mayor

Dated May \_\_, 2014

Attest: \_\_\_\_\_

Nannette Pogue, City Clerk

Dated May \_\_, 2014