

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, April 20, 2015

7:00 p.m.

MEETING #5004

## **CALL TO ORDER**

## **ROLL CALL**

## **ELECTION OF MAYOR AND VICE MAYOR**

**INVOCATION** by Father Wesley Schawe, Cathedral of Our Lady of Guadalupe Church

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Consideration of Adoption of a Star Bond Project Plan within a Star Bond District  
(Heritage Area)

## **PETITIONS & PROCLAMATIONS**

National Travel & Tourism Week Proclamation  
Arbor Day 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).

Dodge City Public Library Quarterly Update: Cathy Reeves

## **CONSENT CALENDAR**

1. Approval of Work Session Minutes, April 6, 2015;
2. Approval of City Commission Meeting Minutes, April 6, 2015;
3. Appropriation Ordinance No. 8, April 20, 2015;
4. Cereal Malt Beverage Applications:
  - (a) Lotus Garden Restaurant, 1202 E. Wyatt Earp Blvd.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3605:** An Ordinance Adopting a Star Bond Project Plan and Approving a Relocation Assistance Plan (Heritage Area). Report by City Manager, Cherise Tieben.

**Ordinance No. 3606:** An Ordinance Establishing No Parking along the North and South sides of Trail Street from 14<sup>th</sup> Avenue to 2<sup>nd</sup> Avenue Outside of the Designated Parking Areas and Providing Penalties for the Violation of the Provisions of this Ordinance. Report by Director of Engineering, Ray Slattery.

**Resolution No. 2015-13:** A Resolution Determining the Intent of the City of Dodge City, Kansas, to issue its Industrial Revenue Bonds in one or more costs of acquiring, constructing and equipping a Commercial Project for the benefit of Leisure Development LLC or its Successors and Assignors. Report by City Finance Director/City Clerk, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Contract with Southwest Sports. Report by Parks and Recreation Director, Paul Lewis.
2. Approval of the Cost Proposal for Repairs for the KDOT North and East Windows/Doors/Soffits Project at Santa Fe Depot. Report by Project Development Coordinator, Melissa McCoy.

## **OTHER BUSINESS**

## **ADJOURNMENT**



## National Tourism Week 2015

The City of Dodge City will observe National Travel and Tourism Week from May 2-10, along with National Train Day on May 9<sup>th</sup>.

Hundreds of cities, states, and businesses nationwide will salute the travel and tourism industry during this week long tradition of exploring tourism.

The annual National Tourism Week is designed to draw attention to, enhance perceptions of, and recognize the economic, social, and cultural impacts of tourism.

The City of Dodge City and the Convention and Visitors Bureau would like citizens to join us in celebrating our Western Heritage, and take some time to explore the attractions and history the city has to offer. We are eager for participation in this nationwide event, and hope that the interests of the public will expand tourism awareness in our community and remind everyone that the height of tourism season is upon us. By drawing attention to our local attractions, we hope to help remind our citizens of all our community has to offer to the traveling visitors and how important those visitors are to our local economy.

During National Tourism Week, We invite you to experience Dodge City, and our corner of Kansas.

Visitors come to experience our city. They come to learn about our past, to shop, go hunting, and enjoy our festivals and events. They come with visions of cowboys and history, and expect our western hospitality.

We hope you can take in some of the sites of the City during National Travel and Tourism Week, and become a Dodge City ambassador, and be ready to greet our visitors with a Great Big Dodge City Howdy!

In observance of National Tourism Week, the Visitors Center at 400 W. Wyatt Earp Blvd., will host a Chamber Coffee. Join us for refreshments from 9:00 to 11:00 a.m. on Tuesday, May 5<sup>th</sup>. A 'ribbon cutting' christening of the new CVB vehicle, dubbed the 'Cowboy Coupe' will take place as well. While there, you can and enjoy a complementary ride on the Historic Trolley at 9:30. We would also like to extend an invitation to the Historic Santa Fe Depot for National Train Day activities on May 9<sup>th</sup>. Free trolley tours will also be available on the previous Saturday, May 2 at 9:00, 10:30, 1:30 and 3:00. For more information on all the community activities during that week, visit our web site, [www.visitdodgecity.org](http://www.visitdodgecity.org), or call 620-225-8186.

Travel Matters to Kansas!!!

Jan Stevens  
Director, Dodge City Convention and Visitors Bureau  
400 West Wyatt Earp  
Dodge City Kansas 67801

# PROCLAMATION

**WHEREAS,** Travel is at the heart of America’s economic sustainability. It generates millions of jobs, and billions in taxes, it is a vital resource in improving America’s image. In Dodge City, the travel industry contributes substantially to our city’s cultural and social well being. Travel is one of our most fundamental freedoms. Every citizen benefits from travel and tourism. The travel industry significantly enhances our personal growth and education, while promoting intercultural understanding and appreciation of Dodge City’s history, geography and culture; and,

**WHEREAS,** Travel is one of America’s largest service exports, and is among the largest private-sector employers in the United States. Across the nation, one of every eight U.S. non-farm jobs is connected to travel; and,

**WHEREAS,** The average spent per visitor is \$332 per trip in Kansas; and,

**WHEREAS,** Statewide, travel and tourism provides \$917 in tax relief to each Kansas household; and,

**WHEREAS,** Kansas tourism has a \$9.5 Billion impact on the Kansas economy; and,

**WHEREAS,** Regionally, tourism provided a tax revenue of more than \$7 million from the Southwest Kansas area; and,

**WHEREAS,** Locally, Ford County tourism injects more than \$119 million into the economy annually, and has a \$475 Million impact in Southwest Kansas. The impact based on guest tax alone (overnight travelers) is nearly \$34 million, and those who were “Groups” (conference meetings, bus travelers, weddings, reunions) impacted Dodge City by \$12 million; and it is responsible for creating 1,400 jobs in Ford County, increasing our tax revenues and providing an improved quality of life for Dodge City citizens.

**NOW, THEREFORE,** I, Joyce Warshaw, Mayor, do hereby proclaim May 2-10, 2015 as

## **NATIONAL TOURISM WEEK**

**BE IT FUTHER RESOLVED** that the City of Dodge City with the aid of the Convention and Visitors Bureau, will hold a week long reception in observance of Travel and Tourism Week in Dodge City at the Visitors Center, and urge the citizens to join me in this special observance with appropriate events and activities.

**IN WITNESS THEREOF,** I have hereunto set my hand this 4th day of May, 2015

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Joyce Warshaw, Mayor

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Nannette Pogue, City Clerk

# PROCLAMATION

**WHEREAS:** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS:** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS:** Arbor Day is now observed throughout the nation and the world; and

**WHEREAS:** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS:** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS:** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS:** trees are a source of joy and spiritual renewal; and

**WHEREAS:** Dodge City has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

**NOW, THEREFORE,** by virtue of the authority vested in me as Mayor of the City of Dodge City, I do hereby proclaim April 24, 2015, as

## ARBOR DAY

in Dodge City and urge all citizens to support efforts to care for our trees and woodlands and to support our city' community forestry program, and

**FURTHER,** I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 20th day of April, 2015.

\_\_\_\_\_  
Mayor

SEAL

\_\_\_\_\_  
Nannette Pogue, City Clerk

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, April 6, 2015

6:30 p.m.

MEETING #5001

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

## **WORK SESSION**

1. Discussion of Public Transportation
2. Discussion of FEMA

The meeting was adjourned on a motion by Commissioner Kent Smoll, seconded by Commissioner Jan Scoggins. The motion carried unanimously.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, April 6, 2015

7:00 p.m.

MEETING #5002

## **CALL TO ORDER**

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

**INVOCATION** by Father Wesley Schawe, Cathedral of Our Lady of Guadalupe Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Petition to Establish a Community Improvement District (CID) for DCM Limited II, LLC at 2601 Central Avenue, Dodge City, Kansas was accepted on a motion by Commissioner Rick Sowers and seconded by Commissioner Kent Smoll. The motion carried unanimously.

Mayor Brian Delzeit read the Fair Housing Month Proclamation and proclaimed April as Fair Housing Month. Leslie Lomas, Neighborhood and Housing Coordinator spoke in behalf of the proclamation and handed out promotional items.

Mayor Brian Delzeit read the National Library Week Proclamation and proclaimed April 12-18 as National Library Week.

Mayor Brian Delzeit read the Child Abuse Prevention Month Proclamation and proclaimed April, 2015, as Child Abuse Prevention Month.

Mayor Brian Delzeit read the Mayor's Day of Recognition for National Service Proclamation and proclaimed April 7, 2015, as National Service Recognition Day and April as National Volunteer Month and April 12-18 as National Volunteer Week. Debbie Allen, Program Director for RSVP spoke in behalf of the resolutions and of RSVP. She introduced several volunteers who were in attendance at the meeting.

**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 Special City Commission Minutes, March 16, 2015;
2. Approval of City Commission Meeting Minutes, March 16, 2015;

3. Appropriation Ordinance No. 7, March 16, 2015;
4. Cereal Malt Beverage Applications:
  - a.. Pilot Travel Centers, LLC, 2524 E. Wyatt Earp Blvd;
  - b. Dodge City Athletics' Baseball Association;
  - c.. El Korita Restaurant, 2001 W. Wyatt Earp Blvd;
  - d. Kwik Shop #703, 1500 W Wyatt Earp Blvd;
  - e. Kwik Shop # 762, 1811 Central Avenue;
5. Approval of Wald Fireworks Contract.

Commissioner Kent Smoll commented on the Fireworks Contract. He commented that the fireworks show that will be held on July 4 is the best show around and asked that citizens donate as they see fit.

Commissioner Kent Smoll moved to approve the Consent Calendar as presented. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

#### **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3604:** An Ordinance Vacating the West Half of a Utility Easement between 702 and 704 27<sup>th</sup> Avenue was approved on a motion by Commissioner Rick Sowers. Commissioner Warshaw seconded the motion. The motion carried unanimously.

**Resolution No. 2015-10:** A Resolution of the Governing Body of the City of Dodge City, Kansas giving notice of a Public Hearing on the Advisability of Creating a Community Improvement District was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve a bid from G & G in the amount of \$26,130.00 for a SUV Vehicle for Fire Department. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
2. Commissioner Kent Smoll moved to approve a bid in the amount of \$25,878.75 from Stripe and Seal for Mastic Street Patching. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
3. Commissioner Jan Scoggins moved to approve the appointment of Mr. Kenton Dressler to fulfill the unexpired term for the Board of Commissioners of the Dodge City Housing Authority. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
4. Commissioner Rick Sowers moved to approve the proposal in the amount of \$35,800 plus reimbursable expenses not to exceed \$1,200 from GMLV Architecture for Architectural and Engineering Services for the interior remodel of Santa Fe Depot. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

5. Corey Keller, Public Works Director updated the City Commission on the Water Conservation Plan. This update is to be presented to the City Commission annually.
6. Cherise Tieben, City Manager, summarized the Heritage District Star Bond Project and all of the agreements needed to make the project work. She introduced Bill Crandall, CBC, Real Estate Advisor. He spoke about the project and the agreements. Todd LaSala, outside counsel, summarized each of the agreements to be considered for approval.
  - 6 (a). Commissioner Rick Sowers moved to approve the Option Agreement by and between Gary R. Chaffin and Charlotte D. Chaffin and the City of Dodge City to purchase a building and land. Commissioner Joyce Warshaw seconded the motion. The motion passed 4-0, with Commissioner Kent Smoll abstaining from the vote and the discussion.
  - 6 (b). Commissioner Jan Scoggins moved to approve the Option Agreement by and between Ed T. Stewart and Linda J. Stewart d/b/a/ “Schwing, LLC” and Tony Woydziak and Tammy Woydziak and the City of Dodge City to purchase property (Pos-T-Vac ). The motion was seconded by Commissioner Rick Sowers. The motion carried 3-0, with Mayor Brian Delzeit and Commissioner Kent Smoll abstaining from the vote and the discussion.
  - 6 (c). Commissioner Rick Sowers moved to approve the Option Agreement by and between Boot Hill Museum, Inc., and the City of Dodge City. The motion was seconded by Commissioner Kent Smoll. The motion carried 5-0.
  - 6 (d). Resolution No. 2015-11 – A Resolution of the City of Dodge City, Kansas, approving the execution and delivery of a Development Agreement relating to construction and operation of hotel improvements, restaurant improvements and campground improvements in Dodge City, Kansas (Leisure Development, LLC Development Agreement) was approved on a motion by Commissioner Jan Scoggins. The motion was seconded by Commissioner Kent Smoll. The motion carried unanimously.
  - 6 (e). Resolution No. 2015-12 – A Resolution of the City of Dodge City, Kansas, approving the execution and delivery of a Development Agreement relating to the renovation and expansion of developer’s automotive dealership in Dodge City, Kansas (Jim Lewis Ford Development Agreement) was approved on a motion by Commission Rick Sowers. The motion was seconded by Commissioner Joyce Warshaw. The motion carried 4-0, with Commissioner Kent Smoll abstaining.

## **OTHER BUSINESS**

City Manager, Cherise Tieben:

- Reminded all citizens to vote;
- On April 9, there will be a Public Official Exchange Meeting;
- The CFAB meeting will be held April 15;
- The Joint City /County Commission meeting will be held at 6:00 p.m. on April 20;
- USCIS providing immigration services will be in town on April 28-30 and May 5-7;
- A free Hospitality Seminar will be held May 5. Please register through the CVB;
- The fundraiser, Boot Hill Boots and Beer will be held May 1.

Commissioner, Kent Smoll:

- The Downtown Heritage Project has been being worked on for a long period of time; Thanks to Bill Crandall and Todd LaSala for sticking with us;
- The Sales Tax Revenue was up 4.72% from the same period last year;
- Shop local and shop often;
- Please keep the Joe Bogner family in your thoughts and prayers. He is having a rough time.

Commissioner, Jan Scoggins:

- Commented about the RSVP Program and the volunteers who were with us at tonight's meeting in support of the Volunteer Recognition Proclamation. They do a tremendous job.

Commissioner, Joyce Warshaw:

- It is important that citizens get out and vote tomorrow and in the Special School Election that will be held June 22;
- Register to vote, Government starts with each one of us;
- Reminder to everyone that the YMCA campaign is going on.

Commissioner, Rick Sowers:

- The City conducted a massive amount of business this evening, considering we have been working on some of the projects that we approved tonight for several years. It is exciting for Dodge City.

Mayor, Brian Delzeit:

- Wants to thank Joe Bogner for everything he has done for this community;
- It has truly been an honor to serve as City Commission for 3 years and as Mayor with all of the projects that have been in the making for several years. Thanked present and past Commissioners for their leadership and for the risks they have taken and for the opportunities that have been presented. We made it and others before us made this happen. He wanted to thank everyone, for this is his last meeting as Mayor.

#### **ADJOURNMENT**

Commissioner Jan Scoggins moved and Commissioner Kent Smoll seconded the motion to adjourn. The motion carried unanimously.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

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

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

City or  County of Ford

<b>SECTION 1 - LICENSE TYPE</b>	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required):		
Name <u>Billy Yo</u>	Phone No. <u>(620) 225-6348</u>	Date of Birth <u>8-21-55</u>
Residence Street Address <u>508 RIVYAN AVE</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name <u>Bich Lam</u>	Phone No. <u>(620) 225-6348</u>	Date of Birth <u>4-5-1960</u>
Residence Street Address <u>508 RIVYAN AVE</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>

<b>SECTION 3 - LICENSED PREMISE</b>		
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)
DBA Name <u>LOTUS GARDEN Restaurant</u>	Name	
Business Location Address <u>7202 E. WYATT BARR BLVD</u>	Address <u>SAME</u>	
City <u>DODGE CITY</u> State <u>K.S</u> Zip <u>67801</u>	City	State Zip
Business Phone No. <u>620-227-7028</u>	<input type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.	
Business Location Owner Name(s)		

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>35</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not
My spouse has previously held a CMB license.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

# Memorandum

*To: City Commission*  
*From: Cherise Tieben, City Manager*  
*Date: April 16, 2015*  
*Subject: STAR bond project plan*

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**Recommendation:** Staff recommends adoption of Ordinance No. 3605 which officially adopts the STAR bond project plan for the development and improvement of the STAR bond Heritage district.

**Background:** Approximately 3 ½ years ago the staff began working on the development of a STAR bond plan focused on the revitalization and redevelopment of the historic downtown district and surrounding downtown area, including the renovation, expansion and restoration of the Boot Hill Complex in an effort to promote and stimulate the general and economic welfare of the entire community. After much hard, and sometimes tedious work, a good deal of frustration and with the assistance of a dedicated development team, the Plan finally began to come together. With the cooperation of the State Department of Commerce, the support of local governmental and Community entities, the Plan will now become a reality.

With adoption of Ordinance No. 3605 and subsequent approval by the Secretary of the Kansas Department of Commerce, the City will be taking the official action necessary for the implementation of the first step toward a redevelopment program which will impact the future of this community for years to come.

**Justification:** At the last Commission meeting, the Commission adopted several development agreements related to significant proposed improvements to the Heritage district, involving the investment of over \$16,000,000 in capital improvements. The official adoption of the STAR bond project plan in conjunction with the issuance of Industrial Revenue Bonds pursuant to Resolution No. 2015-13 will provide the mechanism for the funding necessary for the redevelopment in accordance with those development agreements.

**Financial Considerations:** Pursuant to the provisions of the STAR Bond Act, the incremental increase in sales tax collected from within the Heritage STAR bond district will be used to retire the STAR bonds issued. This is not an increase in the current sales tax rate, nor is it a new or additional tax.

**Legal Considerations:** The Ordinance has been prepared by City bond council and reviewed by the City Attorney.

**Attachments:** Ordinance No. 3605.

**ORDINANCE NO. 3605**

**AN ORDINANCE ADOPTING A STAR BOND PROJECT PLAN  
AND APPROVING A RELOCATION ASSISTANCE PLAN  
(HERITAGE AREA).**

**WHEREAS**, the City of Dodge City, Kansas (the “City”) desires to promote, stimulate and develop the general and economic welfare of the City and the state of Kansas (the “State”) and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by authorizing cities and counties to acquire certain property and to issue sales tax and revenue (STAR) bonds for the financing of STAR bond projects pursuant to the provisions of K.S.A. 12-17,160 *et seq.*, as amended (the “Act”); and

**WHEREAS**, pursuant to the Act the City is authorized to establish STAR bond project districts within eligible areas of the City, as said terms are defined in the Act, to approve STAR bond project plans for the completion of STAR bond projects within such STAR bond project district, and to finance all or a portion of STAR bond project costs from state and local sales revenues derived from the STAR bond project district, other revenues described in the Act, or a combination thereof or from the proceeds of special obligation tax increment bonds of the City payable from such described revenues; and

**WHEREAS**, upon the creation of a STAR bond project district pursuant to the Act, the City may propose to undertake one or more STAR bond projects and shall prepare a STAR bond project plan, which may be implemented in separate development stages, in consultation with the City’s planning commission; and

**WHEREAS**, after a public hearing after notice in accordance with the Act, the City Commission on March 19, 2012, adopted Ordinance No. 3527 creating a STAR Bond Project District; and

**WHEREAS**, after a public hearing after notice in accordance with the Act, the City Commission on October 23, 2014, adopted Ordinance No. 3594 expanding the STAR Bond Project District to include additional property in the Heritage Area; and

**WHEREAS**, the City in consultation with the City’s Planning Commission Commission prepared a STAR Bond Project Plan for the Heritage Area dated March 10, 2015 (the “STAR Bond Project Plan”) pursuant to the Act for the Heritage Area of the STAR Bond District, which STAR Bond Project Plan provides for the redevelopment of the Heritage Area of the STAR Bond District; and

**WHEREAS**, on March 10, 2015 the Planning Commission of the City made a finding that the STAR Bond Project Plan is consistent with the intent of the City’s comprehensive plan for the development of the City; and

**WHEREAS**, the City held a public hearing on April 20, 2015, after due published and mailed notice in accordance with the Act, regarding the STAR Bond Project Plan; and

**WHEREAS**, the City has prepared a Relocation Assistance Plan for the Heritage Area in accordance with the Act, which is attached hereto as **Exhibit A** (the “Relocation Assistance Plan”);

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

**Section 1.** The Governing Body of the City hereby adopts the STAR Bond Project Plan in the form on file with the City Clerk.

**Section 2.** The governing body of the City hereby approves the Relocation Assistance Plan in substantially the form presented to and reviewed by the City Commission (a copy of the Relocation Assistance Plan, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

**Section 3.** The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney, and Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**Section 4.** This Ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City newspaper. The City Clerk shall transmit copies of the adopted Ordinance, a description of the land within the STAR Bond District, and map or plat indicating the boundaries of the STAR Bond District to the Ford County Clerk, Ford County Treasurer and Ford County Appraiser and to the Board of Education of Unified School District No. 443 and to the Board of County Commissioners of Ford County.

PASSED and ADOPTED by a two-thirds vote of the Governing Body of the City this 20st day of April, 2015.

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Mayor

ATTEST:

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City Clerk

## Exhibit A

### Relocation Assistance Plan City of Dodge City, Kansas -- Heritage Area STAR Bond Project Plan

Pursuant to K.S.A. Section 12-17,173, the City of Dodge City, Kansas (the "City") shall undertake the following relocation assistance plan (the "Plan") to address the relocation of certain businesses within the Heritage Area of the STAR Bond Project District (the "District"), which was originally adopted by the City by the passage of Ordinance No. 3527 on March 19, 2012 and then expanded by the City by the passage of Ordinance No. 3594 on October 23, 2014. This Plan is adopted in connection with the City's intent to consider that certain STAR Bond Project Plan – Heritage Area – Dodge City, Kansas (the "STAR Bond Project Plan"), which STAR Bond Project Plan was filed with the City on March 10, 2015.

There are two (2) businesses within the District that need to be relocated in the District, but there are not any persons or families residing within the District that need to be relocated in order to construct and complete the various projects contemplated within the STAR Bond Project Plan. For the two (2) businesses that need to be relocated, the City will make relocation payments that are in excess of \$500.00 as required by K.S.A 12-17,173(a), but neither of these businesses are retailers that will be require the liquidation of inventories as described in K.S.A 12-17,173(c). More specifically, the City intends to relocate the two (2) businesses currently within the District as follows:

(i) Pos T Vac: This is a manufacturing facility that is located on approximately 0.80 acres within the District. The City intends to acquire the site in order to make room for the new hotel to be developed, at least in part, on the site currently occupied by Pos T Vac. The City has entered into an Option Agreement with the ownership of Pos T Vac which provides for a payment of \$955,000 for the acquisition of this site and the relocation costs for Pos T Vac. The Option Agreement requires that the City shall provide Pos T Vac no less than thirty (30) days notice prior to closing of the acquisition of the property and the City agrees to lease the property back to Pos T Vac for an additional sixty (60) days after closing so that Pos T Vac has adequate time to relocate its operations to an alternative location.

(ii) Chaffin Warehouse: This is the so-called Coke warehouse building which is located on approximately 0.80 acres within the District. The City intends to acquire the site in order to make room for the new hotel to be developed, at least in part, on the site currently occupied by Gary and Charlotte Chaffin. The City has entered into an Option Agreement with the Chaffins which provides for a payment of \$400,000 for the acquisition of this site and the relocation costs for the items warehoused within the Coke building. The Option Agreement also require the payment of an additional \$150,000 for six (6) vacant lots, which do not require any relocation assistance. The Option Agreement requires that the City shall provide Chaffin with no less than thirty (30) days notice prior to closing of the acquisition of the property and the City agrees to lease the property back to Chaffin for an additional sixty (60) days after closing so that Chaffin has adequate time to relocate the warehouse contents to an alternative location.

# Memorandum

*To: City Manager  
City Commissioners*

*From: Ray Slattery,  
Director of Engineering  
Services*

*Date: April 16, 2015*

*Subject: Ordinance 3606  
No Parking along north  
& south side of Trail St.  
Agenda Item: Ordinances and Resolutions*

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**Recommendation:** Approve Ordinance No. 3606

**Background:** With the opening of the newly reconstructed Trail St. from 14<sup>th</sup> Ave. to 2<sup>nd</sup> Ave., we need to ensure the travel lanes are clear. Parking will only be permitted in the designated parking "bump outs". This is how the roadway was designed to save on construction and future maintenance costs.

**Justification:** The reasoning for not allowing parking is that there is not sufficient width, 29' back of curb to back of curb (B/B), to allow parking along Trail St. except in the designated parking areas.

**Financial Considerations:** The cost of the installation of No Parking Signage.

**Purpose/Mission:** One of the City's core values in Safety. The No Parking & Loading Zone signage the City will be able to provide a safe and secure workplace and community.

**Legal Considerations:** N/A

**Attachments:** Ordinance 3606 and a map of the area.

ORDINANCE NO. 3606

AN ORDINANCE ESTABLISHING NO PARKING ALONG THE NORTH AND SOUTH SIDES OF TRAIL STREET FROM 14<sup>TH</sup> AVENUE TO 2<sup>ND</sup> AVENUE OUTSIDE OF THE DESIGNATED PARKING AREAS AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

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

Section 1: Standing, stopping or parking shall be prohibited on north side of Trail Street:

- Northeast radius of the 14<sup>th</sup> Ave. & Trail St. Intersection.
- Starting 38 feet west of the Centerline of 11<sup>th</sup> Ave. to 623 feet east of the Centerline of 11<sup>th</sup> Ave.
- Starting 316 feet west of the Centerline of Santa Fe Ave. to 33 feet east of the Centerline of Santa Fe Ave.
- Starting 165 feet east of the Centerline of Santa Fe Ave. to 73 feet east of the Centerline of 5<sup>th</sup> Ave.
- Starting 169 feet west of the Centerline of 4<sup>th</sup> Ave. to 43 feet east of the Centerline of 3<sup>rd</sup> Ave.
- Starting 177 feet west of the Centerline of 2<sup>nd</sup> Ave. to 57 feet west of the Centerline of 2<sup>nd</sup> Ave.

Standing, stopping or parking shall be prohibited on south side of Trail Street:

- Southeast radius of the 14<sup>th</sup> Ave. & Trail St. Intersection.
- Starting 34 feet west of the Centerline of Short St. to 34 feet east of the Centerline of Short St.
- Starting 347 feet east of the Centerline of Short St. to 164 feet east of the Centerline of 5<sup>th</sup> Ave.
- Starting 52 feet west of the Centerline of 4<sup>th</sup> Ave. to 68 feet east of the Centerline of 4<sup>th</sup> Ave.
- Starting 42 feet west of the Centerline of 3<sup>rd</sup> Ave. to 42 feet east of the Centerline of 3<sup>rd</sup> Ave.
- Starting 177 feet west of the Centerline of 2<sup>nd</sup> Ave. to 57 feet west of the Centerline of 2<sup>nd</sup> Ave.

Section 2: Any person convicted of the violation of the provisions of this ordinance shall be subject to penalties in accordance with the provisions of Article 20, of the Standard Traffic Ordinance for Kansas cities, prepared and published by the League of Kansas Municipalities Edition 2010, and adopted by the Governing Body of the City of Dodge City, and as set out in Section 14.101 of the Code of the City of Dodge City.

Section 3: This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after the posting of appropriate signs advising the motoring public of the provisions of this ordinance.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 20<sup>th</sup> day of April, 2015.

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Brian Delzeit, Mayor

ATTEST:

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Nannette Pogue, City Clerk

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
MANASQUITTUN	Trail Street Project Number: ST1203	2013	5	128

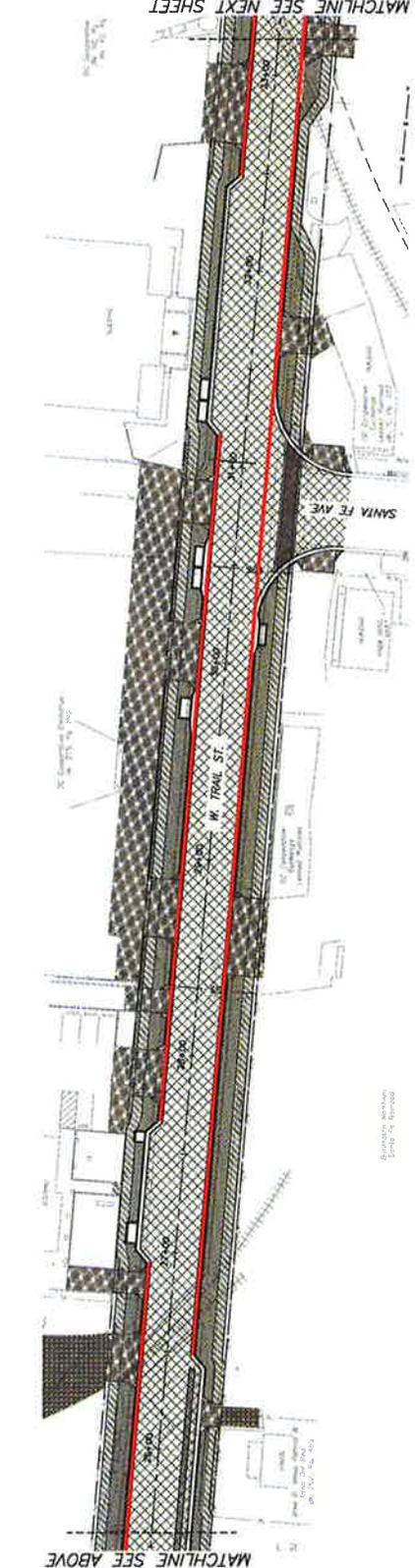
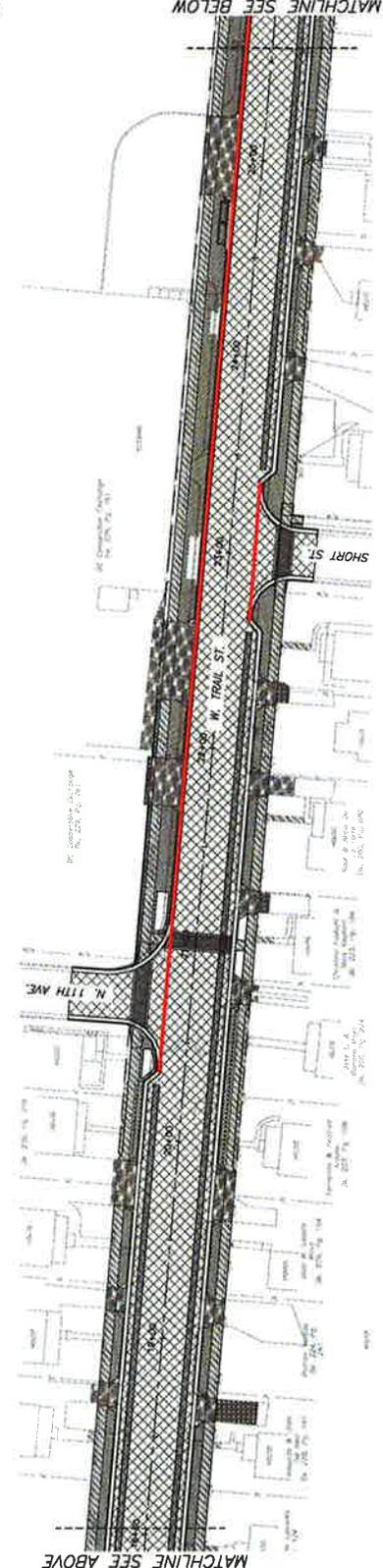
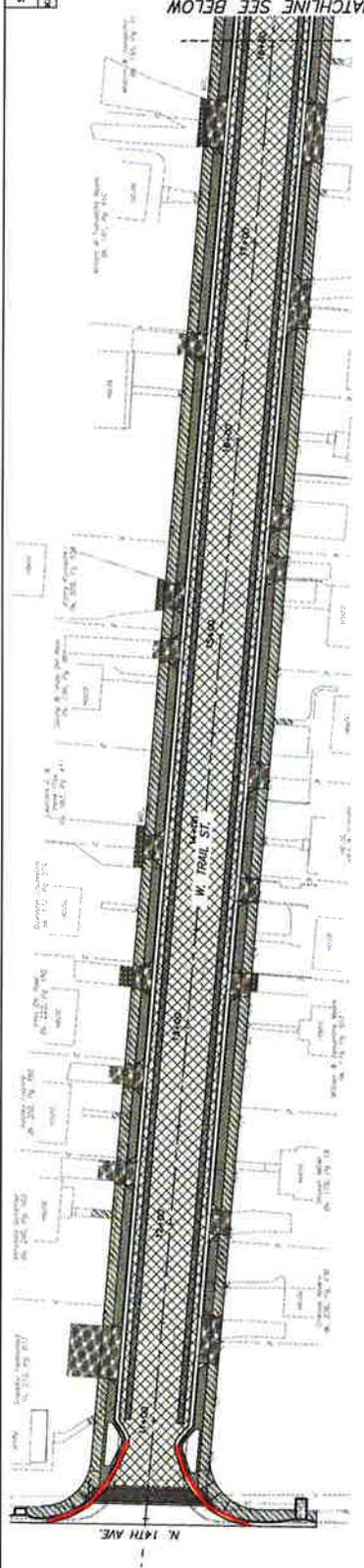
**LEGEND**

	CONCRETE SIDEWALK
	CONCRETE STREET
	RE-USED BRICK
	CONCRETE DRIVEWAY
	CONCRETE UNIT PAVERS
	ASPHALT PARKING LOT
	No Parking Area



**SMH CONSULTANTS**  
**CITY OF DODGE CITY**  
**TRAIL STREET PAVEMENT SCHEDULE**

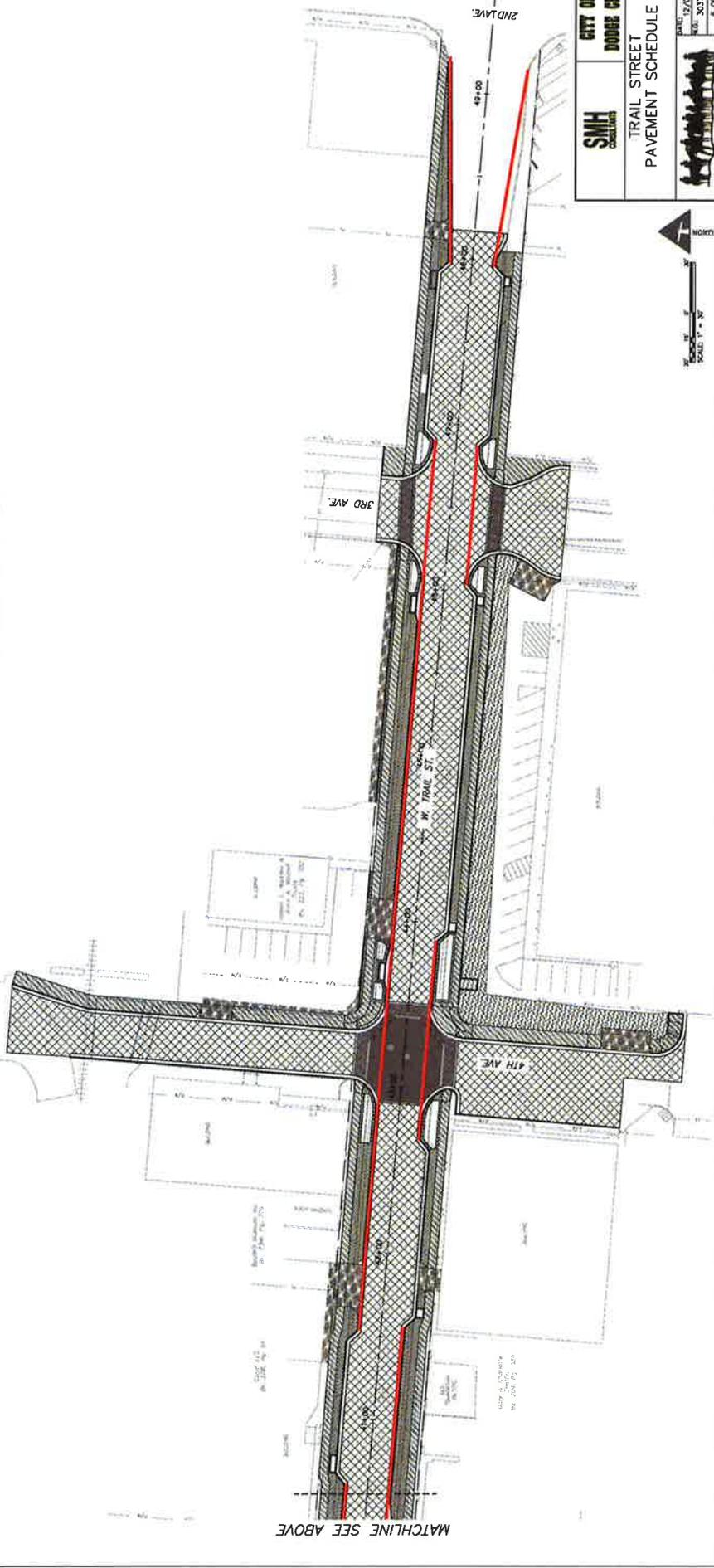
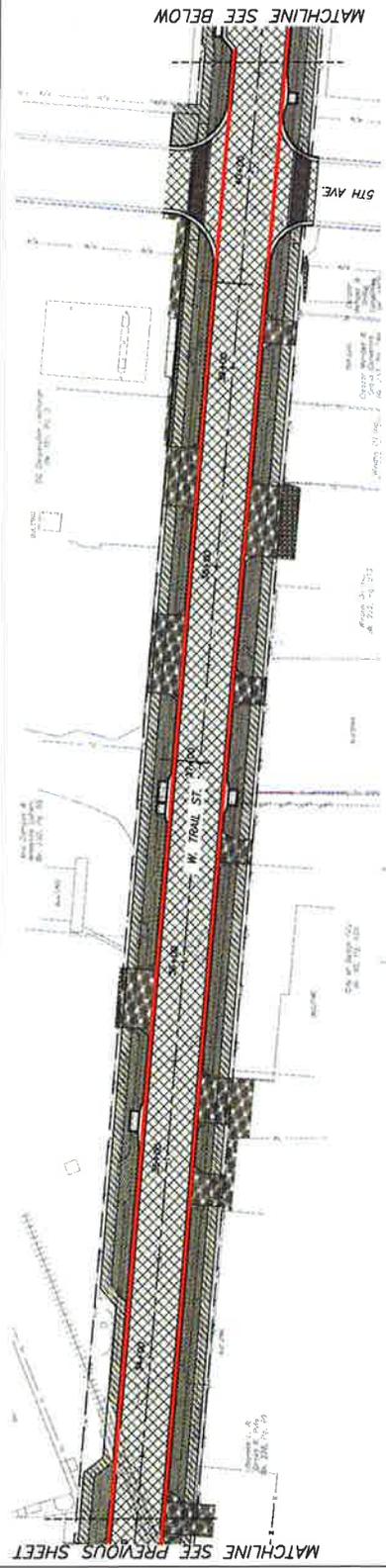
DATE: 12/02/13  
 KAC: 2037  
 5 OF 128



Bringing Motion  
 Some to Rest

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	Trail Street Project Number: ST1203	2013	8	128

- LEGEND**
- CONCRETE SIDEWALK
  - CONCRETE STREET
  - RE-USED BRICK
  - CONCRETE DRIVEWAY
  - CONCRETE UNIT PAVEMENT
  - ASPHALT PARKING LOT
  - No Parking Area



**CITY OF DODGE CITY**

**SMH CONSULTANTS**

TRAIL STREET  
PAVEMENT SCHEDULE

DATE: 12/05/13  
DRAWN: 3037  
6 OF 128

## Memorandum

*To: Cherise Tieben, City Manager*  
*From: Nannette Pogue, Finance Director/City Clerk*  
*Date: April 16, 2015*  
*Subject: Resolution No. 2015-13*  
*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** I recommend the approval of Resolution No. 2015-13.

**Background:** Leisure Development, LLC is asking the City of Dodge City to issue an amount not to exceed \$16,000,000 in Industrial Revenue Bonds to provide funds to pay the costs of the acquisition, construction and equipping a hotel facility, restaurant and RV Park. The City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

This resolution is a resolution of intent and the conditions to actual issuance of the bonds is subject to the passage of an ordinance authorizing the issuance of the bonds.

When the Industrial Revenue Bonds are issued, the City of Dodge City will have no financial obligation, as the bonds are not backed by the City. Leisure Development, LLC will repay the bonds.

**Justification:** To promote economic development in Dodge City.

**Financial Considerations:** None – Leisure Development will pay all costs involved.

**Purpose/Mission:** We value progress, growth and new possibilities.

**Legal Considerations:** All legal considerations will be met with documents provided by Gilmore & Bell, the Leisure Development LLC Bond Counsel.

**Attachments:** Resolution No. 2015-13

**RESOLUTION NO. 2015-13**

**RESOLUTION DETERMINING THE INTENT OF THE CITY OF DODGE CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES IN THE AGGREGATE AMOUNT NOT TO EXCEED \$16,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF LEISURE DEVELOPMENT, L.L.C., OR ITS SUCCESSORS AND ASSIGNS**

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**WHEREAS**, the City of Dodge City, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

**WHEREAS**, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, Leisure Development, L.L.C., (the “Company”) is requesting that the City finance the cost of acquiring, constructing and equipping an approximately 90 room hotel to be located at 201 4<sup>th</sup> Avenue, an approximately 12,000 square foot restaurant to be located at 301 4<sup>th</sup> Avenue and a R/V campground to be located at 701 Park Street, all in the City (collectively, the “Project”) through the issuance of its industrial revenue bonds in the approximate principal amount of \$16,000,000, and to lease the Project to Leisure Development, L.L.C., a Kansas limited liability company, or its successors and assigns (collectively, the “Company”) in accordance with the Act; and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of industrial revenue bonds under the Act in the approximate principal amount of \$16,000,000, said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

**Section 1. Approval of Project.** The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Dodge City, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the City’s industrial revenue bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of industrial revenue bonds of the City in the approximate principal amount of \$16,000,000 to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its industrial revenue bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may

be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

**Section 4. Conditions to Issuance.** The issuance of bonds and the execution and delivery of any documents related to the bonds are subject to: (i) passage and publication of an ordinance authorizing the bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the bonds upon (a) mutually acceptable terms for the bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (iv) the receipt and approval by the City of appropriate applications for the issuance of industrial revenue bonds and (v) there will be no property tax abatement related to the bonds.

**Section 5. Sale of the Bonds.** The sale of the bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the bonds shall be acceptable to the City.

**Section 6. Limited Obligations of the City.** The bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such bonds, as provided in the Indenture. The bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 7. Required Disclosure.** Any disclosure document prepared in connection with the placement or offering of the bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS "THE CITY" AND "LITIGATION - THE CITY" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

**Section 8. Authorization to Proceed.** The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the bonds.

**Section 9. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

**Section 10. Further Action.** Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

**Section 11. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** this 20th day of April, 2015.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

Leisure Development, L.L.C.



# Parks and Recreation

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

## Memorandum

To: City Commission  
From: Paul Lewis, Parks & Recreation Director   
Date: April 16, 2015  
Cc: Cherise Tieben, City Manager  
Ed Kimminau, Southwest Sports  
Subject: Tournament Promotion Agreement

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**RECOMMENDATION:** Staff recommends approval of the attached agreement with Southwest Sports for tournament promotion at Legends Park.

**BACKGROUND:** The attached agreement is a modification on an existing contract with Southwest Sports for tournament promotion services for Legends Park and Cavalier Field. Southwest Sports has promoted tournaments primarily at Legends since 2004 and annually provides 12 to 15 events at that facility. Those events bring in 250 to 300 teams from five states and generates a significant number of room nights and has an important impact on the local economy.

This agreement consolidates a variety of amendments that have been incorporated over the years and also introduces a transition component for future consideration. The major revisions include:

- Ties concession operations in with existing tournament promotion responsibilities eliminating the need for a separate amendment;
- Consolidates payment obligations from each party and makes financial processes less cumbersome;
- Adds additional administrative funding support in the amount of \$1,000 for each event promoted and conducted at the facilities and \$250 for events that are promoted but cancelled due to insufficient numbers.
- Includes new language that provides a succession strategy for future years including the transition of the web site domain, restructured compensation to the association, etc.

**JUSTIFICATION:** Over the years there have been two or three amendments and adjustments to the original contract. This update incorporates all those changes into one current agreement. Secondly, it provides a succession plan agreeable to both parties that insures the continuation of

a program that has achieved the goal of bringing people and teams to the community and enhancing the local economy.

**FINANCIAL CONSIDERATIONS:** The additional costs associated with this contract are approximately \$15,000 for the year depending on the final schedule provided by Southwest Sports. There are sufficient funds in the Field Sports Administration fund to accommodate this expense.

**PURPOSE/MISSION:** This contract is consistent with the goals of the Why Not Dodge program which is designed to encourage tourism and build a tourism based economy.

**LEGAL CONSIDERATIONS:** This agreement was presented to the Community Facilities Advisory Board at their April 15<sup>th</sup> meeting where it was recommended for approval to the City Commission.

**ATTACHMENTS:** Southwest Sports Agreement

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**TOURNAMENT PROMOTION AGREEMENT  
LEGENDS PARK**

**THIS AGREEMENT** (Agreement) is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (City), and Southwest Sports Association, Inc., a not-for-profit Kansas corporation (Association).

**WHEREAS**, City is the owner and operator of Legends Park baseball/softball complex (Legends Park) and Cavalier Field baseball complex (Cavalier Field) (collectively the "Venues"). Legends Park was constructed with, and is operated by, City with sales tax revenues resulting from the June 10, 1997 city/county sales tax election and under the terms and conditions of an Interlocal Agreement between City and Ford County, Kansas; and,

**WHEREAS**, the purpose and intent of the construction and operation of the Venues was to bolster local economic development within City and Ford County, Kansas (the "Community") by attracting and conducting baseball/softball tournaments, bringing visitors and participants from outside the area to the Community, and providing quality facilities for the use and enjoyment of local residents; and,

**WHEREAS**, City desires to enhance the use of the Venues as tournament venues for the purposes stated above; and,

**WHEREAS**, Association has knowledge, contacts and experience in promoting various baseball/softball tournaments throughout the state of Kansas and can provide services which will enhance the use of Legends Park and Cavalier Field as tournament venues and bring out area teams to the community; and,

WHEREAS, City, upon approval of the Ford County Commission and recommendation of the Community Facilities Advisory Board (CFAB), desires to enter into this Agreement for the promotion of tournament play at the Venues under the direction, organization and supervision of Association, under the terms and conditions set forth herein, and Association desires to provide such tournament promotion and services under the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MONIES TO BE PAID HEREUNDER AND THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED AS FOLLOWS:

1. Use of Legends Park by Association: City agrees to make Legends Park and Cavalier Field available for the use of the Association for the purpose of the Association's promoting, scheduling, operating, sponsoring and conducting tournament play at Legends Park and Cavalier Field (Venues) during the "Tournament Season" subject to the terms and conditions provided herein. For purposes of this Agreement, Tournament Season includes each Friday, Saturday and Sunday from April 1, 2015 through October 31, 2015.

2. Term of Agreement: The term of this Agreement will be for a period from January 1, 2015, through December 31, 2015.

3. Termination of Agreement: The parties may mutually agree to termination at any time.

4. **Maintenance of Venues:** Maintenance of the Venues will be the responsibility of City for the days of the Tournament Season during which Association tournaments are conducted.

In the event additional field maintenance supplies are required due to Association use, Association will be responsible for providing such supplies.

In the event of inclement weather during or preceding tournament play, Association will confer with City's field maintenance director to determine playability of the fields or possible options available. In the absence of a mutual agreement concerning playability of the fields, the final decision will be the responsibility of City.

5. **Compensation to City:** For and in consideration of the use and availability of the Venues during the Tournament Season and for the cost and expense of field maintenance and preparation by City, Association shall pay to City within ten (10) calendar days following each Association Tournament Season a sum equal to the total of Seventeen Thousand Dollars (\$17,000.00) per year for field rental charges for all events which include the Venues and Concessions.

6. **Compensation to Association:** Total tournament promotion compensation will be One Hundred Thousand Dollars (\$100,000.00) annually less Seventeen Thousand Dollars (\$17,000.00) per year for Concession privileges and Venue rental charges outlined above for all events that include the Venues. City payments to the Association will then total Eighty-Three Thousand Dollars (\$83,000.00). Such funds will be expended in accordance with annual approved budget allocations.

In addition to the amounts described above, City will pay to Association the amount of One Thousand Dollars (\$1,000.00) for each separate tournament conducted at the Venues during the Tournament Season. Association will be entitled to this additional compensation for any tournament that is cancelled following the start of play for any reason other than insufficient numbers of participating teams or players.

In addition to the amounts described above, City will pay to Association the amount of Two Hundred Fifty Dollars (\$250.00) for each separate tournament advertised for registration but cancelled for any reason prior to the start of play.

Upon execution of this Agreement City will deposit in the Account described below the sum of Twenty-Five Thousand Dollars (\$25,000.00). A second deposit of Twenty-Five Thousand Dollars (\$25,000.00) will be made to the Account on April 1, 2015. A third deposit of Twenty-Five Thousand Dollars (\$25,000.00) will be made to the Account on August 1, 2015. A fourth deposit of Eight Thousand Dollars (\$8,000.00) will be made to the Account on December 1, 2015. Said payments will be subject the Kansas Cash Basis Law and approval of budgeted funds for tournament promotions in the annual CFAB budget. Said payments will be deposited in a bank account opened by Southwest Sports Association, Inc., entitled "Legends Tournament- Association" (the "Account") in a bank located in Dodge City, Kansas to be used by Association solely for the purposes of the reimbursement of and/or payment of costs and expenses directly related to promoting, sponsoring, and/or conducting tournament events at the Venues during Tournament Season. In addition, all revenues received by Association as a

result of tournaments which are promoted, sponsored and/or conducted by or through Association at the Venues will be deposited in the Account.

Association shall provide a full accounting of all such receipts, deposits and expenditures of funds in the Account to the City Manager at least quarterly each year. Such accounting must identify the amount and source of each separate receipt and deposit, and each separate expenditure from the Account, the purpose of the expenditure and to whom it was paid as well as the balance of funds remaining in the Account. The accounting must include proof of payment of all expenditures in the form of receipts or invoices. All Association accounts, books, and records related to Venues' activities will be made available to City for review and/or audit upon City's request and at City's expense.

Upon termination of this Agreement, any unexpended funds provided to Association from the CFAB budget as set forth above shall be returned to City and deposited in the CFAB sales tax fund.

7. **Concession Facilities:** City grants to Association the use of the concession facilities and equipment at the Venues and St. Mary Soccer Facility (collectively the "Premises") for the sale of food and beverage (collectively "Concessions"). Association shall provide Concessions for all events conducted at the Premises. Association shall pay all costs and expenses incurred in providing Concessions and will retain all income from such sales.

Association will have conditional possession of the Premises solely for the purpose of purveying and selling of Concessions. City will have reasonable access to

the Premises for all purposes including the monitoring of maintenance and compliance with this Agreement. City's access will not unreasonably interfere with Association's use and conditional possession.

Association agrees to conduct the Concessions in a clean, safe and orderly manner and will maintain on-site presence of adult supervision at all times that Concessions are being provided. Association shall obtain all necessary licenses and/or permits for the operation of Concessions at the Premises.

No Concessions will be dispensed or consumed in glass containers at the Premises or other City owned properties.

Association shall provide City a complete end-of-year financial report no later than December 1. Said report must include all revenues and expenses derived from Concessions for the calendar year just completed.

Association is responsible for purchasing all inventory and additional or replacement equipment necessary to provide Concessions at the Premises. Any equipment purchased by Association will remain the property of Association and may be removed by Association at the termination of this Agreement. Any and all such equipment will be removed from the Premises within thirty (30) days of the termination of this Agreement. Any equipment not purchased by Association will remain the property of City at the termination of this Agreement.

Association will be solely responsible for all repairs required to equipment on the Premises. For repairs to any piece of equipment with a replacement cost of greater than One Thousand, Five Hundred Dollars (\$1,500.00), City may elect to reimburse

Association for expenses greater than Three Hundred Dollars (\$300.00) if in City's sole discretion such repairs are advisable. If reimbursement will be sought by Association from City, Association shall notify City of the need for repairs to any equipment prior to initiating such repairs.

Association shall leave the Venues in a condition at least as good as they were on the date of this Agreement, normal wear and tear excepted.

8. **Marketing Agreements.** City reserves the right, in its sole and absolute discretion, to make or enter into exclusive product marketing agreements related to the Venues and Concessions. Association agrees that any and all such product marketing agreements will be binding upon Association. Association may not enter into any product marketing agreements related to the Venues and Concessions without the prior written consent of City.

9. **Insurance Coverage:** The Association shall maintain, at its sole cost and expense, general comprehensive public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) providing coverage for claims or causes of action resulting from personal injury (including death) or property damage sustained by any invitee, consumer, customer, fan, and/or participant occurring on the premises of the Venues or other City facilities used during any Association-promoted or sponsored event, and will name City and Ford County as additional insureds in such insurance policy. Prior to the beginning of each Tournament Season, Association shall provide City a certificate of insurance evidencing the existence of the coverage and providing

for at least thirty (30) days prior notice to City of any termination or modification of such insurance coverage during the Tournament Season.

**10. Repairs and Utilities:** City shall provide all repairs to the Venues' facilities and equipment, except those described in Section 7 above, which are necessary in order to provide suitable and usable facilities during the Tournament Season; provided, however, in the event such repairs are necessitated by the negligence or misuse of the facilities or equipment by Association or others under Association's direction and control, then the costs of such repairs or a portion thereof shall be reimbursed to City from the Account or withheld from future advances to the Account. City shall pay all electric, water, sewer, and trash removal charges for the Venues during the Tournament Season.

**11. Association Personnel and Supervision:** Association shall provide at its expense all personnel necessary to promote, conduct, supervise, and produce high quality tournaments at the Venues, including but not limited to tournament directors, game officials, umpires, scorekeepers, PA announcers, gatekeepers, and necessary security personnel.

**12. Use of Additional City Facilities:** In the event an Association event conducted during the Tournament Season requires the use of City baseball/softball fields in addition to the Venues, Association shall submit a request to City's Director of Parks and Recreation (Director), at the earliest possible time, identifying the number of additional fields required and the dates such fields would be in use. Association and Director shall then meet to determine the availability of such fields and will mutually

agree upon the amount of reimbursement, if any, to be provided to City for any additional preparation and maintenance required.

13. **Non-Assignment:** This Agreement and all of the privileges and responsibilities herein granted and accepted, may not be assigned by Association to any third party without the prior written consent of City.

14. **Continuation of Certain Tournament Events:** Association acknowledges that the Venues have been utilized over the past years for certain locally sponsored tournaments such as the City 48-hour Tournament, the Hispanic Tournament, Youth baseball tournaments, and by the Dodge City Community College women's softball tournament. Association further acknowledges that the use of the Venues is currently subject to provisions of certain facility use agreements between City and U.S.D. No. 443 and Dodge City Community College. Association pledges its support and assistance in assuring the continuation of these and other similar events at the Venues and will fully cooperate with local sponsors, U.S.D. No. 443, and Dodge City Community College to assure availability of the Venues for such events. If such events occur during the Tournament Season, Association shall, upon request, assist local sponsors in the promotion, conduct, and supervision of such events. Absent agreements to the contrary between such local sponsors, U.S.D. No. 443, or Dodge City Community College such events will not be subject to the terms and conditions of this Agreement, and the payments referred to in Section 5 above shall not be assessed; provided, however, Association may expend funds from the Legends Tournament

account for cost and expense reimbursement for services provided by Association for such events.

~~15.13.~~ 14. Scheduling of Facilities During the Tournament Season: At the earliest possible time prior to each Tournament Season, Association shall provide to Director a proposed schedule for Association tournaments at the Venues, which schedule may be expanded and updated as additional tournaments are scheduled. Subject only to the provisions of Section ~~13~~<sup>14</sup> above, Association tournaments will have scheduling preference regarding the use of the Venues. Association and Director shall work cooperatively to resolve any scheduling conflicts so as to accommodate Association tournament usage whenever possible.

In the event City is approached by tournament promoters or sponsors other than Association requesting use of the Venues during the Tournament Season, Director shall refer such promoters and sponsors to Association, and Association shall work in a cooperative manner with such promoters and sponsors in an effort to accommodate the most enhanced use of the Venues for tournament play. In the event Association and other promoter or sponsor are unable to reach a mutually acceptable agreement with regard to the proposed use of the Venues, Director may allow use of the Venues by the other promoter or sponsor upon such terms and conditions as Director deems appropriate, so long as the scheduling of such tournament does not conflict with Association's scheduled use of the Venues or otherwise interferes with or detracts from Association tournaments previously scheduled.

16. **Association Care of Facilities:** Association shall at all times during its use of the Venues keep and maintain the Venues in a good, clean, and proper manner. Nothing contained herein shall prevent Association from making or assisting with necessary repairs and/or improvement to the Venues; provided, however, except for repairs of an emergency nature, any Association repairs or improvements will require the prior approval of City. Except as otherwise provided in this Agreement, Association shall comply with all City rules and regulations applicable to the Venues.

17. **Dispute Resolution:** In the event a disagreement or dispute should arise between the parties as to the respective party's responsibilities under this Agreement or as to the interpretation of this Agreement, the parties shall use their best efforts to resolve the same by mutual agreement; provided, however, that if the parties are unable to reach such an agreement, the dispute will be resolved by the decision of the City Manager, which decision shall be final and binding on both parties.

18. **Purpose, Intent, and Cooperation:** City and Association acknowledge that the purpose and intent of this Agreement is to enhance the use of the Venues for tournament play which will draw to the Community teams, participants, families and fans from outside the Community which in turn will stimulate and promote the Community economy. The parties further understand and agree that the utmost good faith and cooperative effort between them will be required to accomplish and fulfill the intent of this Agreement and both agree to work with one another in a cooperative manner of mutual respect to accomplish the intended results of this Agreement.

19. **Breach:** In the event of a breach of this Agreement, City may terminate this Agreement by giving Association written notice of the breach, specifying the matter(s) in which Association is in default. Association shall have seven (7) calendar days in which to completely remedy the breach. If the breach has not been remedied within said time, this Agreement will be ended and of no further force or effect. City shall have the right to reenter the Venues and begin operations. Association shall immediately remove its equipment and vacate the Venues. All monies owed by Association to City shall be immediately due and payable.

20. **Information and Reports:** Association shall keep accurate records concerning tournament promotions and activities, including number of participants, attendees and fans, length of stay and other information related to the potential economic impact of the activities. Such information will be compiled and submitted to City at the close of the Tournament Season. In addition, City and Association shall meet at the close of the Tournament Season and to review the provisions of this Agreement and address other issues related to the use of the Venues.

21. **Amendments:** This Agreement may be amended at any time by mutual written agreement of the parties.

22. **Website:** Association agrees to assign to City all rights in and to the web domain "dodgecitysports.com".

23. **Misc. Information:** Association agrees to provide City with contact information for all teams participating in tournaments during any and all Tournament Seasons. Said information will include name of contact person(s), phone numbers and

email addresses. Association further agrees to provide all 1099 forms and sales tax documentation requested by City for the Tournament Season just completed.

24. **Subsequent Tournament Seasons.** The parties are confirming their intent to enter into good-faith negotiations, no later than November 1, 2015, for the preparations of a Tournament Promotions Agreement for the 2016 Tournament Season.

This agreement will address:

- a) transition of tournament director
- b) restructured compensation
- c) Concessions
- d) Scheduling
- e) All other necessary provisions for providing high-quality tournament organization, promotion and production

25. **Binder:** This Agreement will be binding upon the parties hereto and their respective successors and assigns. Both parties warrant and represent that each has taken all steps necessary to bind themselves to the terms and conditions as setout above and for approval of this Agreement and that the persons executing this Agreement are duly authorized to bind the parties hereto by virtue of their signatures as set forth below.

In witness whereof the parties have executed this Agreement on the dates below.

**CITY OF DODGE CITY, KANSAS  
A Municipal Corporation**

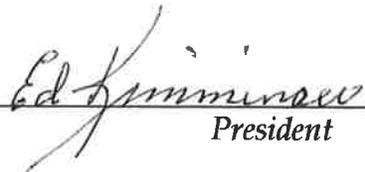
By: \_\_\_\_\_  
Brian Delzeit, Mayor

**ATTEST:**

\_\_\_\_\_  
Nannette Pogue, City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SOUTHWEST SPORTS ASSOC., INC.  
A Not-For-Profit Kansas Corporation**

By  \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.



## 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

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### *Memorandum*

To: City Commissioners and City Manager  
From: Project Development Coordinator, Melissa McCoy  
Date: April 16, 2015  
Subject: North and East Windows/Doors/ Soffits  
Project at Santa Fe Depot  
Agenda Item: New Business

**Recommendation:** Staff recommends approval of the cost proposal for \$32,900 plus reimbursable expenses not to exceed \$1500 from GMLV Architecture for Part A services which includes architectural design through final construction documents for the north and east windows/doors and soffits at the Santa Fe Depot. Staff also recommends approval of Part B for \$8,500 plus reimbursable expenses not to exceed \$3500 for construction administration from GMLV Architecture for the windows/doors/soffits project.

**Background:** The City of Dodge City recently with the assistance of a Heritage Trust Fund grant completed the restoration of the windows/doors/soffits on the south and west elevations of the Santa Fe Depot. Prior to this project the brick masonry and stone work for the entire building was repaired. The final exterior project is to restore the windows/doors and soffits on the north and east elevations of the building. This project is partially funded through a Transportation Enhancement Grant from KDOT.

The City Commission previously approved acceptance of this grant through an agreement with KDOT. At a later date that agreement was cancelled and a new agreement was signed to allow the City of Dodge City to bid the project. In addition, due to the requirements associated with KDOT, the City has experienced an increase in cost for architectural services as well as the anticipated costs for construction services.

**Justification:** The north and east windows/doors and soffits project is the last major exterior project to complete the restoration of the Santa Fe Depot. To meet the requirements of KDOT, the project must be bid prior to September 2015 or the Transportation Enhancement funds will no longer be available.

**Financial Considerations:** Funding for the architectural services from GMLV Architecture in the amount of 32,900 plus reimbursable expenses not to exceed \$1500 for Part A services and \$8,500 plus reimbursable expenses not to exceed \$3500 for Part B services will be paid for through the Tourism Task Force Depot Development budget. The estimated cost for the restoration project is \$393,700. Eighty percent of the construction and construction administration costs will be funded through the KDOT Transportation Enhancement grant and the remainder will be paid for through the Tourism Task Force Depot Development budget and offset by 25% with historic rehabilitation tax credits.

**Attachments:** GMLV Cost Proposal



March 13, 2015

via e-mail

Ms. Melissa R. McCoy  
Project Development Coordinator  
City of Dodge City  
806 N. Second Avenue  
Dodge City, KS 67801

Re: Proposal for Architectural Services  
Exterior Building Window, Door and Other Improvements to the North and East Elevations  
Santa Fe Depot Building  
Dodge City, Kansas

Dear Melissa:

We appreciate the opportunity to present this proposed Amendment to the Owner and Architect Agreement dated May 7, 2012, for Architectural Services to design the improvements for the exterior windows, doors, fascias, soffits, guttering and downspouts to the Santa Fe Depot building.

### **SCOPE OF PROJECT**

The City of Dodge City has recently completed the improvements to the building exterior of the windows, doors, fascias, soffits guttering and downspouts to the south and west elevations of the Santa Fe Depot. Previous to this Project, improvements and repairs were made to the exterior masonry of the entire building.

The City is proposing making the improvements to the north and east building elevations for the windows, doors, fascias, soffits, guttering and downspouts. This Project is to be partially funded by the Kansas Department of Transportation (KDOT), as a Transportation Enhancement Project.

The construction cost estimate for the Project is \$393,700.

The design and project procedure guidelines of the Kansas State Historical Organization and KDOT will require compliance where applicable.

The Project will solicit Bids from qualified Contractors.

The City of Dodge City is requesting Architectural Design Services for the exterior building improvements to the Santa Fe Depot building. Per the City's request, the Proposal will be in two parts: Part A - Architectural Design Services through Final Construction Documents and Part B - Bidding and Construction Administration Services during Construction.

### **PROJECT TEAM**

I will be the Principal-in-Charge for the Project. All correspondence will be addressed to me. Eric Eakins, AIA will be the Project Architect and lead the design and production of final Design Documents. Eric will be assisted by a team of architectural support.

## **PART A - ARCHITECTURAL DESIGN THROUGH FINAL CONSTRUCTION DOCUMENTS**

Architectural Services will include:

1. Gather and review all available drawings and information on the existing building.
2. Review and document on site the existing building conditions.
3. Prepare the proposed improvements in a summary document outlining the approaches to the upgrades and repairs to comply with the historic guidelines and submit to the State Historical Society Office (SHPO) for their approval.
4. Revise the summary document per SHPO comments.
5. Facilitate progress meetings with the City's committee.
6. Design all architectural historical improvements to the windows, doors, fascias, soffits, guttering and downspouts.
7. Prepare a Project cost estimate including construction costs and construction support costs for review and approval with the Owner.
8. Prepare Construction Documents, including Drawings and Specifications, for the improvements. The Documents will include provisions for Add Alternates where beneficial.
9. Submit Construction Documents, including Drawings, Specifications, and cost estimates, to KDOT at designated intervals of completion for review and comments.
10. Revise Construction Documents per KDOT comments.
11. Finalize preparation of Construction Documents for soliciting Bids.

### **PART A FEES**

We proposed to provide the above Services for the stipulated sum of **Thirty-Two Thousand Nine Hundred and no/100 Dollars (\$32,900.00)** plus Reimbursable Expenses estimated not to exceed **\$1,500**, not including the reproduction of progress prints and final Construction Documents. The previously paid sum of \$2,015.50 will be credited to the stipulated sum above.

## **PART B - BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES**

Architectural Services include:

1. Assist the City with soliciting construction Bids.
2. Be available to answer questions and prepare Addenda during the Bid Phase.
3. Facilitate a pre-bid conference with interested bidders on site to review the Project and answer questions.
4. Review all Bids received for the City's review and assist with acceptance/rejection and award.
5. Schedule and facilitate a pre-construction meeting with the successful Contractor and the City to set the administrative procedures for the Project.
6. At approximately 50 percent completion of the Work, provide a site visit to review the progress of the Work and meet with the Contractor and the City to review cost, quality and schedule.
7. Review shop submittals for conformance with design intent.
8. Answer questions through RFIs submitted by the Contractors.
9. When the Project is determined to be Substantially Complete, provide a site review with final punch list.

### **PART B FEES**

We propose to provide the above Services for the stipulated sum of **Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00)** plus Reimbursable Expenses estimated not to exceed **\$3,500**.

Ms. Melissa R. McCoy  
March 13, 2015  
Page 3 of 3

**REIMBURSABLE EXPENSES FOR PART A AND PART B**

Professional Fees do not include Reimbursable Expenses. Reimbursable Expenses include transportation, lodging, and subsistence for out-of-town consultants, reproduction of documents, shipping, postage, messenger or courier service charges, purchase of maps and similar documents, and other similar expenses as may be authorized by the City of Dodge City. Billings for Reimbursable Expenses will be at cost plus 10 percent.

**OTHER SERVICES**

Not included in the above Fees in either Part A or Part B are Services that may be required for:

1. Services for other than Architectural Design.
2. Structural, Mechanical, Electrical, Civil Engineering Services, and services for site surveys.
3. Geotechnical Services for soils investigation.
4. Surveys or abatement design for any hazardous materials.

**SCHEDULE**

We can begin immediately. At the initial meeting we can develop a schedule of milestones for the Project.

**PAYMENT**

GLMV Architecture, Inc. shall submit, on a monthly basis, invoices for Compensation due for Professional Services performed. Payments shall be due and payable within 45 days from the date of our invoice, and payments unpaid shall bear interest from the date of payment at the rate of 1.5 percent per month.

**ADDITIONAL SERVICES**

Services requested beyond the scope of the Services described above shall be considered Additional Services. Additional Services shall be provided if requested and will be performed on a negotiated lump sum basis.

This Proposal is valid for 60 days.

We appreciate this opportunity to work with you and the City of Dodge City.

With signature of approval below, this will amend the Owner and Architect Agreement for the above-stated Services.

Sincerely,

GLMV Architecture, Inc.



Thomas P. Montgomery, AIA  
Vice President

TPM/bb

c: 865.110/1.1/1.6/TPM

Approved:

City of Dodge City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_