

Agenda
Joint City/County Commission Meeting
Monday, October 2, 2017
Rose Room
Ford County Government Center
5:30 PM
Meeting #5078

CALL TO ORDER

COUNTY COMMISSION ROLL CALL: Chairman Tasset

CITY COMMISSION ROLL CALL: Mayor Sowers

REPORTS:

1. **Communications Update** Report by Director of 911 Communications Elliot Linke
2. **Progress Reports for Organizational Funding** Report by Assistant to the City Manager/Project Development Coordinator Melissa McCoy

UNFINISHED BUSINESS:

1. **Turf Update**-Report by Director of Parks and Recreation Paul Lewis

NEW BUSINESS:

1. **Pledge Agreement for STAR Bonds** Report by City Manager Cherise Tieben and County Administrator JD Gilbert
2. **Approve 2018 CFAB Organizational Funding Application and funding match requirements**- Report by Assistant to the City Manager/Project Development Coordinator Melissa McCoy
3. **Amended agreement with Triple T Promotions**- Report by Assistant to the City Manager/Project Development Coordinator Melissa McCoy
4. **Approve 2018 “Why Not Dodge Sales” Tax Budget**-Report by City Finance Director Nannette Pogue
5. **Shared Road Agreement**- Report by City Manager Cherise Tieben and County Administrator JD Gilbert

UPCOMING MEETINGS:

Monday, December 4, 2017 5:30 pm -Joint Commission Meeting- City Commissioners
Chambers City Hall

ADJOURNMENT

CFAB

Memorandum

To: Joint Commissions
*From: Assistant to the City
Manager/Project Development
Coordinator*
Date: September 20, 2017
*Subject: Summary of 2017 Organizational
Funding Progress Reports*
Agenda Item: Reports

Applicant: Dodge City Area Arts Council

2017 Funds Awarded:

\$7,100.00 for Insurance

\$4,275.00 for Utilities

\$11,375 Total Funds Awarded

\$3,688.56-Remaining unused funds

Projects pending: Payment of utilities and insurance for remainder of 2017.

Requirements Completed: DCAAC attended 4 Tourism Coalition meetings and supported the Dodge City Convention and Visitor's Bureau at the Kansas State Fair.

Applicant: Dodge City Roundup Rodeo

2017 Funds Awarded:

\$11,900 for the beer stand roof

\$15,500 for Contestant Payout

\$7,240 Power Supply Contract Personnel/Campers and Trailers

\$34,640 Total Funds Awarded

\$11,900-Remaining unused funds

Projects pending: Roundup is requesting to utilize unused funds for an alternate request which include additional electrical supply to new sound building. Replacing slide gates in livestock pens and plumbing repairs.

Requirements Completed: Roundup has attended the Tourism Coalition meeting 6 times this year and supported the Dodge City Convention at Visitor's Bureau at the Kansas State Fair.

Applicant: Dodge City Trail of Fame

2017 Funds Awarded:

\$15,000 Funding Contract for Charlie Meade

\$10,800 Matt Dillon Statue

\$25,800.00 Total Funds Awarded

\$6,250-Remaining unused funds

Projects pending: Pending payments for Charlie Meade.

Requirements Completed: Trail of Fame has attended Tourism Coalition meeting 4 times this year and supported the Dodge City Convention and Visitor's Bureau and the Kansas State Fair

Applicant: Ford County Historical Society

2017 Funds Awarded:

\$10,850 for Operations

\$ 3,410 Matching funds for Heritage Trust Grant for building repairs

\$14,260 Total Funds Awarded

\$3,425-Remaining unused funds

Projects pending: Use of matching funds for Heritage Trust Fund grant for Home of Stone repairs.

Requirements Completed: Ford County Historical Society has attended Tourism Coalition meeting 7 times this year and supported the Dodge City Convention and Visitor's Bureau at the Kansas State Fair

Applicant: Thunder on the Plains

2017 Funds Awarded:

\$10,000 Funds to secure air show.

\$0 Total Funds Awarded

\$10,000-Remaining unused funds

Projects pending: Entire project pending no funds have been allocated yet.

Requirements Completed: Thunder on the Plains has attended Tourism Coalition meeting 4 times this year and did not complete the requirement of supporting the Dodge City Convention and Visitor's Bureau at an external event.

Applicant: Young Guns

2017 Funds Awarded:

<u>Building rent WSB Expo</u>	<u>\$550</u>
<u>Sound System</u>	<u>\$150</u>
<u>Secretary</u>	<u>\$500</u>
<u>Judges</u>	<u>\$900</u>
<u>Insurance</u>	<u>\$125</u>
<u>EMT</u>	<u>\$300</u>
<u>Tractor</u>	<u>\$260</u>

\$13,925 Total Funds Awarded

\$1,920-Remaining unused funds

Projects pending: Two rodeos pending November 11-12 and December 2-3, 2017

Requirements Completed: Young Guns has attended Tourism Coalition meeting 1 time this year and supported the Dodge City Convention and Visitor's Bureau at the Kansas State Fair.

Memorandum

To: County and City Commissioners
From: JD Gilbert, County Administrator
and Cherise Tieben, City Manager
Date: September 28, 2017
Subject: Pledge Agreement
Agenda Item: New Business

Recommendation: Staff recommends approval of the Pledge Agreement.

Background: The City has worked for quite some time to coordinate a STAR Bond project in north Dodge City which has culminated in a development agreement with Sutherlands to build a 75,000 square foot home improvement store with a 35,000 square foot lawn and garden center. The project will also create 3 out-lots along the western frontage of 14th Ave.

The City has previously committed to the utilization of the City's share of our general use sales tax from the newly created increment that will be derived from the home improvement store and the 3 out-lots. This agreement would provide for the County to include their share of the incremental sales tax collected from this project. The sales tax would be collected until the star bonds are paid in full, which usually occurs well in advance of the estimated 20 year collection. The Why Not Dodge Fund (WND) and other dedicated sales tax increments will not be captured. WND will continue to receive the sales tax allocated to that fund and the proceeds cannot be utilized for the STAR Bond repayment.

Additionally, this pledge agreement allows both the City and the County to contribute their share of the incremental property tax that would be created from the development back to satisfy STAR Bond repayment.

The STAR Bonds will be issued to cover eligible expenses such as land acquisition, relocation expenses, landscaping/streetscape and other public improvements. The cost of the improvements are larger as a result of relocations and our desire to not continue to divide the retail in our community.

STAR Bonds also require that a major entertainment and tourism attraction benefit from the STAR Bonds and that STAR Bonds cannot be more than 50% of the entire development. As well as receiving funds from the Heritage Area STAR Bond issuance, Boot Hill Museum and the downtown Heritage Area will be a primary beneficiary of this development and improvements will result in a new \$3.9 million building being constructed in front of Boot Hill Museum that can reasonably be expected to increase tourism to our area from a multi-state region. We also expect that the Heritage Area

improvements will create a better walkable area in the downtown district for both citizens and tourists with lighting and infrastructure improvements.

No other incremental County property tax or incremental County sales tax will be included from any other project in the STAR Bond District without the City coming back to the County for future approval or authorization.

Justification: Studies have been completed by Canyon Research Southwest, Inc. which indicates that the area can reasonably expect to support the additional retail and that the entertainment and tourism attraction expenditures will result in an acceptable increase to tourism and the area's economy, therefore compliance with STAR Bond legislative requirements are fulfilled through these projects. Additionally, without the incentives, it is highly unlikely that this development or the tourism development would occur naturally in our community, therefore, the incentive is necessary for the community to benefit from such development. The STAR Bond incentive is very powerful because the State also contributes their share of the sales tax increment to the development, otherwise, the gap would not be practical to fill locally. Finally, Community Solutions Group will perform a financial analysis that will be utilized by the State, Bond Counsel and the Bond brokers to assure that the STAR Bonds issuance is limited to an amount that can readily be repaid by the captured increments and any other dedicated source such as the property tax pledge.

Financial Considerations: Through approval of this agreement, the County will join the City in contributing our increment of general use sales tax to the repayment of the STAR Bonds and the County will contribute not more than \$760,860 of their share of incremental property tax to the repayment of the STAR Bonds or their share of property taxes for a period of 15 years, whichever comes first.

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

Legal Considerations: Pledge Agreement

Attachments: See attached.

AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the ____ day of September, 2017 (the "Effective Date"), between the City of Dodge City, Kansas (the "City") and Ford County, Kansas (the "County").

RECITALS:

A. The City holds (and/or is in the process of obtaining) option(s) to acquire certain real property situated in Ford County, Kansas as shown on the map attached hereto as **Exhibit A-1** and as more legally described on **Exhibit A-2** attached hereto (the "Site").

B. On March 19, 2012, pursuant to the STAR Bonds Financing Act, K.S.A. 12-17,160 *et seq.*, as amended (the "STAR Bond Act"), the City approved a STAR Bond Project District (the "Original STAR Bond District") by passage of Ordinance No. 3527. The Original STAR Bond District did not include the Site.

C. The Original STAR Bond District has been amended twice since its inception: (i) on October 23, 2014, adding approximately twenty five (25) acres of real property to eastern boundaries of the Original STAR Bond Project District (as amended, the "2014 District" or the "2014 STAR Bond Project District"), and (ii) again on February 3, 2017, adding approximately 219 acres of real property (the "Power Center Area") by passage of Ordinance No. 3650 (as amended, the "2017 Amended District"). More specifically, the STAR Bond District (as amended) contains three (3) separate non-contiguous areas totaling approximately 720 acres located within the City – (1) the Power Center Area, (2) approximately 166 acres located in the historic downtown area of Dodge City, Kansas (the "Heritage Area"), and (3) an area generally located between U.S. Highway 50 and 108th Road, south of Frontview Road (the "Entertainment Area"). The Site is included within the Power Center Area of the 2017 Amended District.

D. On June 5, 2017, the 2017 Amended District was again amended by the City pursuant to K.S.A. 12-17,171 of the STAR Bond Act, by the adoption of Ordinance No. _____, which amendment divided the 219 acre Power Center Area into two (2) separate project areas: (a) "Power Center Project Area 1," which is approximately 14 acres of real property generally located immediately west of the intersection of North 14th Avenue and Soule Street and includes the Site; and (b) "Power Center Project Area 2" is the remaining approximately 205 acres in the Power Center Area. A map showing Power Center Project Area 1 and Power Center Project Area 2 is attached hereto as **Exhibit B** and the two project areas comprising the Power Center Area are legally described on **Exhibit C** attached hereto. A map showing the entire amended STAR Bond District, as amended (the "District" or "STAR Bond Project District"), is hereby attached hereto as **Exhibit D**. By letter dated January 27, 2017, the Secretary of Commerce designated the District as eligible for STAR Bond financing.

E. On May 1, 2017, pursuant to the STAR Bond Act, the City has set and provided public notice for a public hearing on June 5, 2017 in order to consider the STAR Bond Project Plan for Power Center Area 1 (the "Project Plan"). Among other things, the Project Plan calls for

the design, construction, development, completion and operation of a 75,000 square foot home improvements retail store and a 35,000 square foot garden center, along with approximately 12,000 square feet of in-line, small shop space and certain pad sites for restaurants and other uses, all as more particularly described in the Project Plan (collectively, the "Project") on the Site.

F. The City anticipates that certain Sales Tax Special Obligation Revenue Bonds (the Power Center Area Project Area 1) (the "STAR Bonds") will initially be issued, sold and delivered in connection with the Project. The County has agreed, subject to the terms and conditions set forth in this Agreement, to pledge its portion of the local sales and use taxes collected pursuant to K.S.A. 12-187 *et seq.*, 79-3601 *et seq.*, and 79-3701 *et seq.* from the Project (the "County Sales Taxes") to support the repayment of STAR Bonds issued, sold and delivered to pay for the eligible costs of the Project.

G. In addition to STAR Bond financing, in order to pay for certain costs associated with the design, development and construction of the Project, the City also anticipates the pledge of certain incremental property tax revenues from the Site. The County has agreed, subject to the terms and conditions set forth in this Agreement, to pledge its portion of the incremental ad valorem property taxes on the Site (the "County Property Taxes") for the repayment of certain costs of the Project.

H. The parties hereto do now desire to make and enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and covenants contained herein, the City and the County hereby agree as follows:

1. **RECITALS.** The recitals as set out above are hereby fully incorporated by this reference.

2. **PLEDGE OF COUNTY SALES TAXES.** The County hereby agrees to pledge, for the time that any STAR Bonds are outstanding, the County Sales Taxes generated and collected within Power Center Project Area 1, which County Sales Taxes shall be used to pay principal and interest on such STAR Bonds. Except for and excluding any refinancing of the STAR Bonds, the parties hereby agree that all of the County Sales Taxes shall, upon full payment and satisfaction of the STAR Bonds, revert back to and shall be retained by the County thereafter.

3. **PLEDGE OF COUNTY INCREMENTAL PROPERTY TAXES.** The County hereby agrees to pledge, for a period of time commencing on January 1, 2019 and ending on with the payment of the second half of County Property Taxes for the Site for the 2034 tax year (the "Collection Period"), the County Property Taxes to the extent that the same are greater than the Base Year Taxes (as defined below). The pledge of the County Property Taxes may be structured as a rebate, as an annual appropriation, or in such other manner as may be acceptable to the City and the County, but all such revenues shall be used by the City to pay for costs related to the design, development and construction of the Project. For purposes hereof, the "Base Year Taxes" shall be the ad valorem real property taxes generated by levy on the January 1, 2018 taxable

valuation of the Site, as determined by the County. Notwithstanding the foregoing, the City and County hereby agree that the County shall not be required to provide more than \$760,860 during the Collection Period (the "Property Tax Cap"); if and to the extent that the Property Tax Cap is reached prior to the end of the Collection Period, the County shall not be required to provide additional County Property Taxes as described herein thereafter.

4. **REVIEW AND MODIFICATION.** This Agreement may be reviewed at the request of either the City or the County and may be amended only by the mutual consent and agreement of such parties, expressed in writing, dated and signed.

5. **PRIOR AGREEMENTS.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the pledge of the County Sales Taxes and the County Property Taxes, and hereby supersedes all prior agreements, negotiations and discussions concerning any matter contained herein.

6. **EFFECTIVE DATE.** This Agreement shall take effect upon its execution and delivery.

7. **BINDING EFFECT.** This Agreement shall be binding upon and extend to the benefit of both the City and County Commissions, and their respective successors and assigns.

8. **VENUE.** Should any dispute result in litigation concerning the validity or interpretation of this Agreement, venue for such action shall be in the District Court of Ford County, Kansas.

9. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

10. **SEVERABILITY.** If any section, subsection or clause in this Agreement shall be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

11. **APPROVAL AND AUTHORIZATION.** Each of the City and County represents and warrants by its execution of this Agreement that said Agreement has been properly approved by such party's Commission and by its legal counsel, and that the execution, delivery and performance of this Agreement by such party has been authorized by resolution duly adopted by its Commission, and that this Agreement constitutes the legal, valid and binding obligation of such party and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

THE COUNTY:

FORD COUNTY, KANSAS

By: _____
_____, Commissioner

By: _____
_____, Commissioner

By: _____
_____, Commissioner

STATE OF KANSAS)
) SS.
COUNTY OF FORD)

This instrument was acknowledged before me on _____, 2017,
by _____ as _____ of Ford County, Kansas.

Printed Name: _____
Notary Public in and for said State
Commissioned in Ford County

My commission expires

THE CITY:

THE CITY OF DODGE CITY, KANSAS

By: _____
_____, Mayor

STATE OF KANSAS)
) SS.
COUNTY OF FORD)

 This instrument was acknowledged before me on _____, 2017,
by _____ as Mayor of Dodge City, Kansas.

Printed Name: _____
Notary Public in and for said State
Commissioned in Ford County

My commission expires

Exhibit A-1

Map of the Site (Area 1)

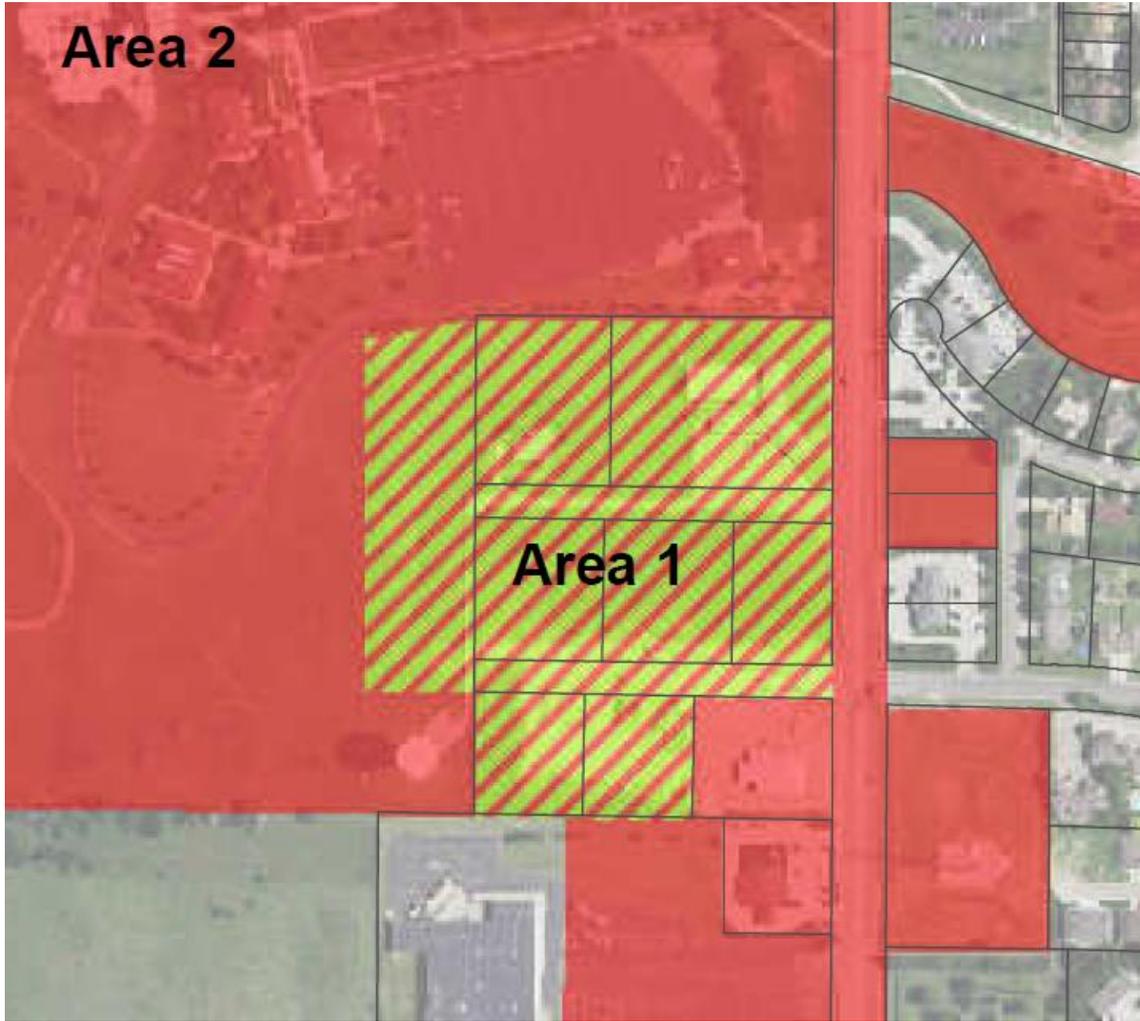


Exhibit A-2

Legal Description of the Site

FIRST ASSEMBLY OF GOD TRACT:

Commencing at the Southeast corner of the Northeast Quarter of Section 22, Township 26 South, Range 25 West, Ford County, Kansas; thence North along the East boundary line of the Northeast Quarter of said Section 22 for 603.14 feet; thence West 37.5 feet to a point of beginning; thence West 417.4 feet to a point, which point is 602.94 feet North of the South boundary line of the Northeast Quarter of said Section 22; thence North Parallel with the East boundary line of the Northeast Quarter of said Section 22 for 313.1 feet; thence East for 417.4 feet to a point, which point is 37.5 feet West of the East boundary line of the Northeast Quarter of said Section 22; thence South parallel to and 37.5 feet from the East boundary line of the Northeast Quarter of said Section 22 for 313.1 feet to the point of beginning. Containing 3.00 acres, more or less.

AND

DODGE CITY COMMUNITY COLLEGE TRACT:

A tract of land in the Northeast Quarter of Section 22, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 89°55'11" W 908.61 feet and N 00°36'37" W 206.34 feet from the Southeast Corner of the Northeast Quarter of said Section 22, said point being the Northwest Corner of the City of Dodge City Leased Tract, recorded in Box 70, page 383 in the Ford County Register of Deeds Office:

N 00°33'49" E 642.00 feet; thence

N 71°10'41" E 202.41 feet to the Northwest Corner of the First Assembly of God Church of Dodge City, Kansas tract recorded in Book 138, page 583 in the Ford County Register of Deeds Office; thence

S 00°30'00" E 373.11 feet; thence

S 00°38'23" E 336.23 feet to the Northeast Corner of the City of Dodge City Leased Tract; thence

N 89°26'11" W 205.90 feet to the point of beginning, containing 3.1 acres.

Subject to easements and restrictions of record.

AND

14TH AND SOULE SUBDIVISION TRACT:

Lots 1-6 of 14th and Soule Subdivision, a Subdivision in Dodge City, Ford County, Kansas, inclusive of the Soule Street public right of way dedicated pursuant to the 14th and Soule Subdivision plat.

AND

DODGE CITY LEASEHOLD TRACT:

A tract of land in the NE Quarter of Section 22, Township 26S, Range 25W of the Sixth P.M., Ford County, Kansas, commencing at the SE Corner of the NE Quarter of Said Section 22; thence West 702.63 feet along the south line of said NE Quarter of Section 22 to the true point of beginning; thence continuing West 206 feet long said south line; thence North 206 feet; thence East 206 feet, more or less, to the point of beginning, containing 0.97 acres, more or less.

EXHIBIT C

Map of the Power Center Area of STAR Bond District

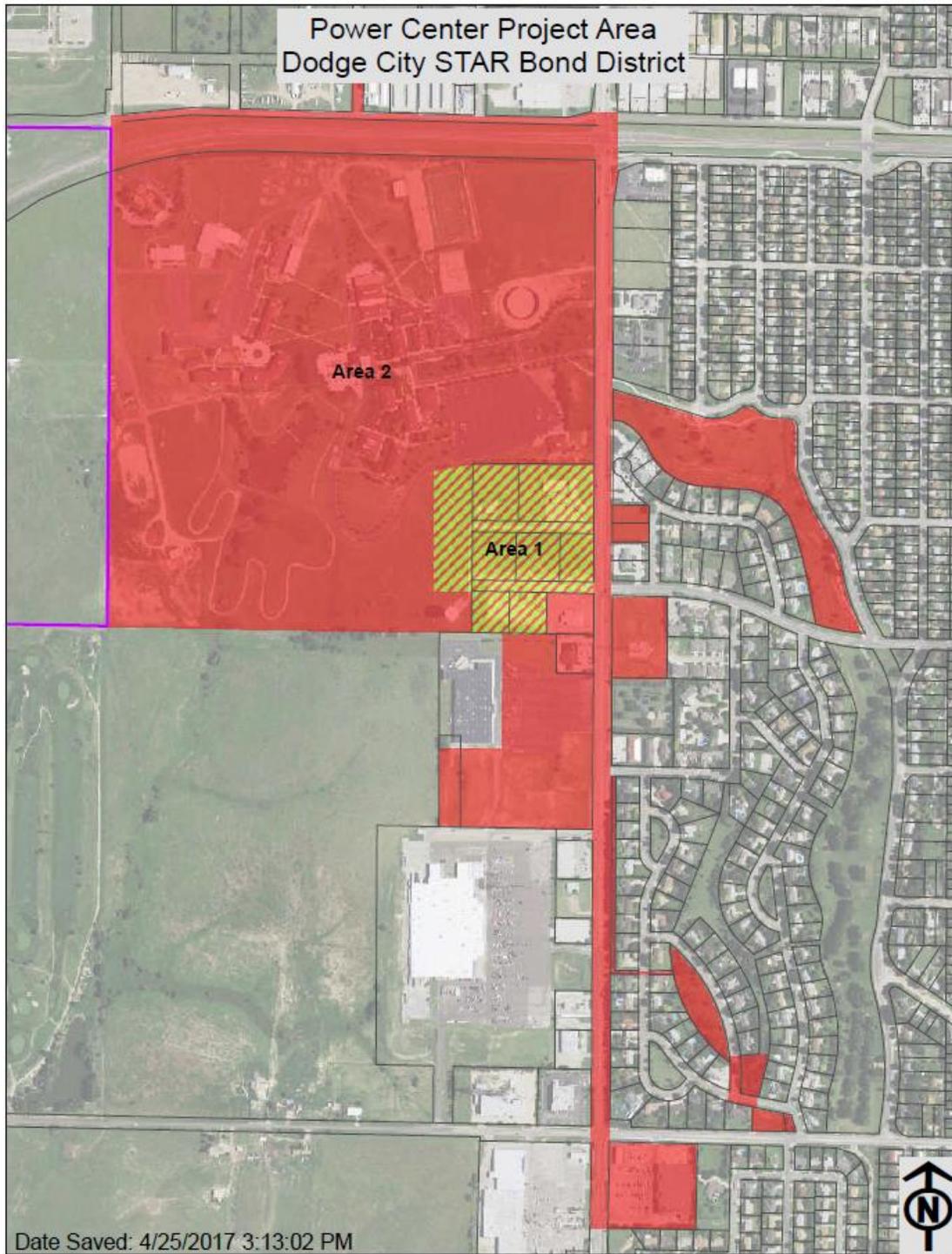


EXHIBIT D

Legal Description of Power Center Area Project Area 1 and Project Area 2

PROJECT AREA 1 (Same as the Legal Description for the Site in Exhibit A-2)

FIRST ASSEMBLY OF GOD TRACT:

Commencing at the Southeast corner of the Northeast Quarter of Section 22, Township 26 South, Range 25 West, Ford County, Kansas; thence North along the East boundary line of the Northeast Quarter of said Section 22 for 603.14 feet; thence West 37.5 feet to a point of beginning; thence West 417.4 feet to a point, which point is 602.94 feet North of the South boundary line of the Northeast Quarter of said Section 22; thence North Parallel with the East boundary line of the Northeast Quarter of said Section 22 for 313.1 feet; thence East for 417.4 feet to a point, which point is 37.5 feet West of the East boundary line of the Northeast Quarter of said Section 22; thence South parallel to and 37.5 feet from the East boundary line of the Northeast Quarter of said Section 22 for 313.1 feet to the point of beginning. Containing 3.00 acres, more or less.

AND

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A tract of land in the Northeast Quarter of Section 22, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 89°55'11" W 908.61 feet and N 00°36'37" W 206.34 feet from the Southeast Corner of the Northeast Quarter of said Section 22, said point being the Northwest Corner of the City of Dodge City Leased Tract, recorded in Box 70, page 383 in the Ford County Register of Deeds Office:

N 00°33'49" E 642.00 feet; thence

N 71°10'41" E 202.41 feet to the Northwest Corner of the First Assembly of God Church of Dodge City, Kansas tract recorded in Book 138, page 583 in the Ford County Register of Deeds Office; thence

S 00°30'00" E 373.11 feet; thence

S 00°38'23" E 336.23 feet to the Northeast Corner of the City of Dodge City Leased Tract; thence

N 89°26'11" W 205.90 feet to the point of beginning, containing 3.1 acres.

Subject to easements and restrictions of record.

AND

14TH AND SOULE SUBDIVISION TRACT:

Lots 1-6 of 14th and Soule Subdivision, a Subdivision in Dodge City, Ford County, Kansas, inclusive of the Soule Street public right of way dedicated pursuant to the 14th and Soule Subdivision plat.

AND

DODGE CITY LEASEHOLD TRACT:

A tract of land in the NE Quarter of Section 22, Township 26S, Range 25W of the Sixth P.M., Ford County, Kansas, commencing at the SE Corner of the NE Quarter of Said Section 22; thence West 702.63 feet along the south line of said NE Quarter of Section 22 to the true point of beginning; thence continuing West 206 feet long said south line; thence North 206 feet; thence East 206 feet, more or less, to the point of beginning, containing 0.97 acres, more or less.

PROJECT AREA 2

A TRACT OF LAND LOCATED IN THE SOUTHEAST ¼ OF SECTION 15, THE EAST ¼ OF SECTION 22, THE WEST ¼ OF SECTION 23 AND THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE 6TH PRINCIPLE MERIDIAN FORD COUNTY, KANSAS FOR THE USE OF STAR BOND AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15;
THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH RIGHT OF WAY LINE OF FRONTVIEW ROAD;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE WEST RIGHT OF WAY LINE OF CENTER AVENUE;
THENCE NORTH ALONG THE SAID WEST LINE TO THE SOUTH RIGHT OF WAY LINE OF COUNTRY ACRES STREET;
THENCE EAST ALONG SAID SOUTH LINE TO THE EAST RIGHT OF WAY LINE OF CENTER AVENUE;
THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH RIGHT OF WAY LINE OF FRONTVIEW ROAD;
THENCE EAST ALONG SAID NORTH LINE TO THE EAST RIGHT OF WAY LINE OF FOURTEENTH AVENUE;
THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION OF THE EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF SPEIRS STREET TO NORTHERN STREET TO MANOR DRIVE;
THENCE EASTERLY AND SOUTHERLY ALONG SAID SOUTH RIGHT OF WAY AND EXTENSION THEREOF TO THE NORTHERLY RIGHT OF WAY LINE OF SOULE STREET;
THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 OF THE REPLAT OF ROSTINE HILLS;
THENCE NORTHERLY AND WESTERLY ALONG THE EASTERN BOUNDARY OF THE REPLAT OF ROSTINE HILLS TO THE EAST RIGHT OF WAY LINE OF FORTEENTH AVENUE;
THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 2, BLOCK 3, ROSTINE HILLS ADDITION;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO THE WEST RIGHT OF WAY LINE OF THIRTEENTH AVENUE;
THENCE SOUTH ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, ROSTINE HILLS ADDITION;
THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3 TO THE EAST RIGHT OF WAY LINE OF FOURTEENTH AVENUE;
THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, GREEN HILLS O'FORD NO. 2;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER THEREOF;
THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE EAST RIGHT OF WAY OF FOURTEENTH AVENUE;
THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF HI STREET;
THENCE EAST ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 25 FEET TO THE NORTHWEST CORNER OF LOT 23, BLOCK 10 OF GREEN HILLS O'FORD ADDITION, SAID POINT ALSO BEING ON THE EAST LINE OF A WATER WAY AND UTILITY EASEMENT;
THENCE SOUTH ALONG THE EAST LINE OF SAID EASEMENT TO THE SOUTHWEST CORNER OF LOT 14, BLOCK 10 OF SAID GREEN HILLS O'FORD ADDITION;
THENCE EAST ON THE SOUTH LINE OF SAID LOT 14 AND EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 9 OF SAID GREEN HILLS O'FORD ADDITION;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 8 TO THE NORTHEAST CORNER THEREOF,
POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF DEBRAY DRIVE;
THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT WHERE THE EXTENSION
OF THE SOUTH LINE OF LOT 1, BLOCK 8 AND RIGHT OF WAY INTERSECT;
THENCE EAST ALONG SAID SOUTH LINE AND EXTENSION OF TO A POINT ON THE WEST LINE OF BLOCK 6
GREEN HILLS O'FORD ADDITION;
THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTH RIGHT OF WAY LINE OF BARHAM
BOULEVARD;
THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE EXTENSION OF THE EAST LINE OF
LOT 24, BLOCK 10 GREEN HILLS O'FORD ADDITION;
THENCE SOUTHERLY ALONG SAID EAST LINE AND EXTENSION THEREOF TO THE SOUTHEAST CORNER OF
SAID LOT 24;
THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 24 TO THE SOUTHWEST CORNER OF LOT 1 BLOCK
10 GREEN HILLS O'FORD ADDITION;
THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER, POINT ALSO
BEING ON THE SOUTH RIGHT OF WAY LINE OF BARHAM BOULEVARD;
THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EXTENSION OF THE WESTERLY
RIGHT OF WAY LINE OF DEBRAY DRIVE;
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND EXTENSION THEREOF TO THE
NORTHEAST CORNER OF LOT 1 BLOCK 11 GREEN HILLS O'FORD ADDITION;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTHEAST CORNER OF LOT 7 OF
SAID BLOCK 11;
THENCE WEST ALONG THE NORTH LINE OF SAID LOT 7 AND EXTENSION THEREOF TO THE NORTHWEST
CORNER OF LOT 13, BLOCK 10 GREEN HILLS O'FORD ADDITION, SAID POINT ALSO BEING ON THE EAST
RIGHT OF WAY LINE OF FOURTEENTH AVENUE;
THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF WEST
COMANCHE STREET;
THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 470 FEET;
THENCE SOUTH AND PARALLEL TO THE EAST RIGHT OF WAY LINE OF FOURTEENTH AVENUE, A DISTANCE
OF 460 FEET TO THE NORTH LINE OF BLOCK 10, REPLAT OF WESTERN HILLS ADDITION PART TWO;
THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 570 FEET TO THE WEST
RIGHT OF WAY LINE OF FOURTEENTH AVENUE;
THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF HY-PLAINS
SHOPPING CENTER PLAT;
THENCE WEST ALONG THE SOUTH LINE OF SAID PLAT AND EXTENSION THEREOF, A DISTANCE OF 826.21
FEET TO A POINT 115 FEET WEST OF THE SOUTHWEST CORNER OF SAID PLAT;
THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID PLAT, A DISTANCE OF 430 FEET;
THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 325 FEET;
THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID PLAT, A DISTANCE OF 613.51 FEET TO A
POINT ON THE NORTH LINE AND 325 FEET EAST OF THE NORTHWEST CORNER OF SAID PLAT, SAID
POINT ALSO BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 22;
THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF
SAID SECTION 22;
THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE NORTHWEST CORNER
OF SAID QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING.
END OF DESCRIPTION



LESS AND EXCEPT THE FOLLOWING:

FIRST ASSEMBLY OF GOD TRACT:

Commencing at the Southeast corner of the Northeast Quarter of Section 22, Township 26 South, Range 25 West, Ford County, Kansas; thence North along the East boundary line of the Northeast Quarter of said Section 22 for 603.14 feet; thence West 37.5 feet to a point of beginning; thence West 417.4 feet to a point, which point is 602.94 feet North of the South boundary line of the Northeast Quarter of said Section 22; thence North Parallel with the East boundary line of the Northeast Quarter of said Section 22 for 313.1 feet; thence East for 417.4 feet to a point, which point is 37.5 feet West of the East boundary line of the Northeast Quarter of said Section 22; thence South parallel to and 37.5 feet from the East boundary line of the Northeast Quarter of said Section 22 for 313.1 feet to the point of beginning. Containing 3.00 acres, more or less.

AND

DODGE CITY COMMUNITY COLLEGE TRACT:

A tract of land in the Northeast Quarter of Section 22, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 89°55'11" W 908.61 feet and N 00°36'37" W 206.34 feet from the Southeast Corner of the Northeast Quarter of said Section 22, said point being the Northwest Corner of the City of Dodge City Leased Tract, recorded in Box 70, page 383 in the Ford County Register of Deeds Office:

N 00°33'49" E 642.00 feet; thence

N 71°10'41" E 202.41 feet to the Northwest Corner of the First Assembly of God Church of Dodge City, Kansas tract recorded in Book 138, page 583 in the Ford County Register of Deeds Office; thence

S 00°30'00" E 373.11 feet; thence

S 00°38'23" E 336.23 feet to the Northeast Corner of the City of Dodge City Leased Tract; thence

N 89°26'11" W 205.90 feet to the point of beginning, containing 3.1 acres.

Subject to easements and restrictions of record.

AND

14TH AND SOULE SUBDIVISION TRACT:

Lots 1-6 of 14th and Soule Subdivision, a Subdivision in Dodge City, Ford County, Kansas, inclusive of the Soule Street public right of way dedicated pursuant to the 14th and Soule Subdivision plat.

AND

DODGE CITY LEASEHOLD TRACT:

A tract of land in the NE Quarter of Section 22, Township 26S, Range 25W of the Sixth P.M., Ford County, Kansas, commencing at the SE Corner of the NE Quarter of Said Section 22; thence West 702.63 feet along the south line of said NE Quarter of Section 22 to the true point of beginning; thence continuing West 206 feet long said south line; thence North 206 feet; thence East 206 feet, more or less, to the point of beginning, containing 0.97 acres, more or less.

EXHIBIT D

Map of Entire STAR Bond District (Heritage and Entertainment Areas)

EXHIBIT A
Map of the Current STAR Bond District

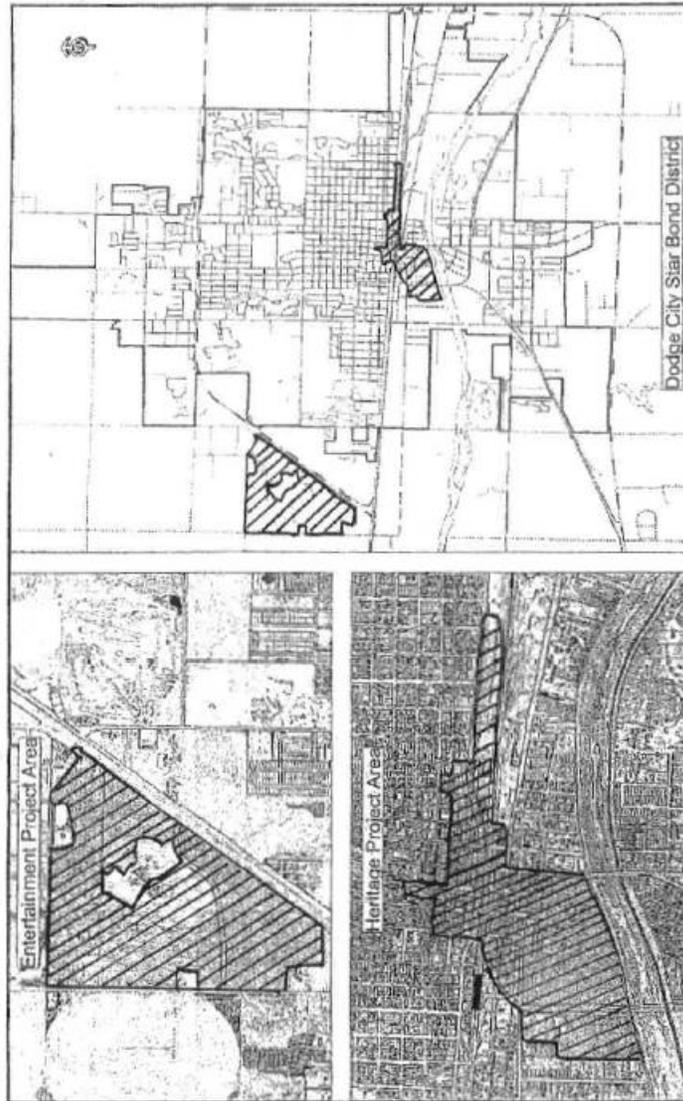
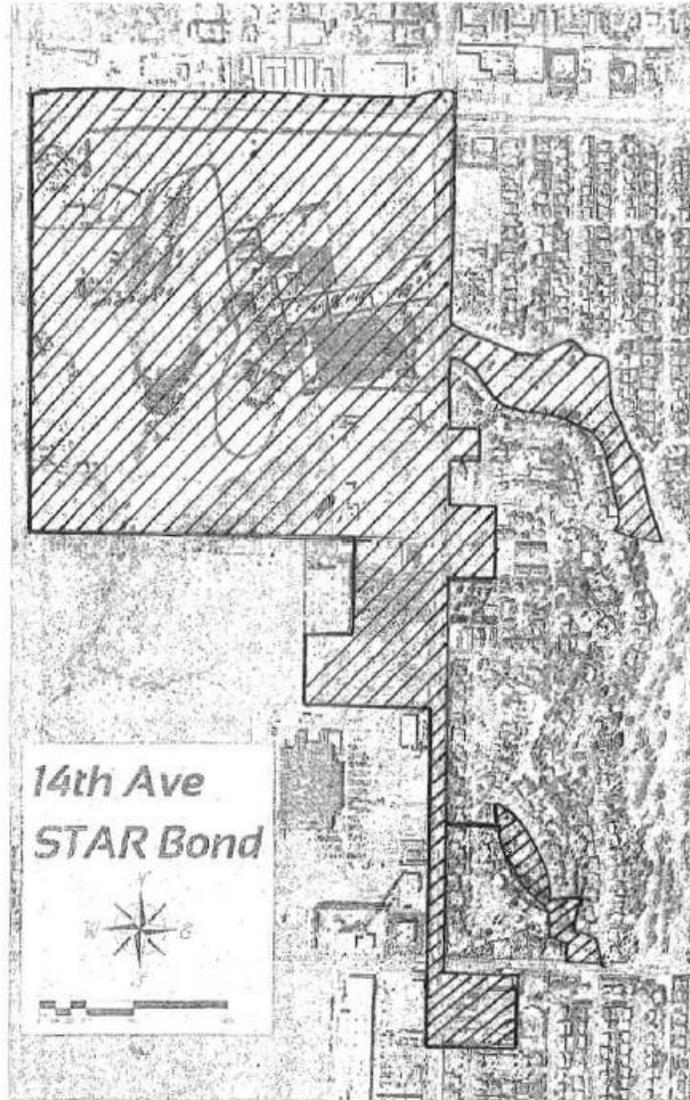


EXHIBIT D

Map of Entire STAR Bond District (Power Center Area)

EXHIBIT B

Map of Additional Power Center Area



CFAB

Memorandum

To: Joint Commissions
*From: Assistant to the City
Manager/Project Development
Coordinator*
Date: September 20, 2017
Subject: 2018 Org. Funding Application
Agenda Item: New Business

Recommendation: The Community Facility Advisory Board recommends approval of the 2018 Organizational Funding application.

Background: The changes to the funding applications were based on discussions with the joint commissions during the 2017 approval process.

Financial Considerations: Applicants will be required to provide a twenty percent match for capital projects and requests for operations funding. In addition, grant funds for capital projects will not be released until bids or invoices have been submitted to the city. A minimum of two bids or quotes are required. Since, this program is funded through Dodge City/Ford sales tax, preference will be given to local purchases whenever reasonable.

Legal Considerations: The changes in the application will be reflected in the memorandum of understanding that is signed by the each of the grantees and the Joint Commissions.

Attachments:
2018 CFAB Organizational Funding Grant Application

**INSTRUCTIONS
COMMUNITY FACILITIES ADVISORY BOARD
ORGANIZATIONAL FUNDING GRANT**

Attached is the calendar year 2018 Organizational Funding Application for the consideration of the Community Facilities Advisory Board (CFAB). Please read all materials carefully prior to completing and submitting your application. Incomplete or non-conforming applications will be returned and no due date extension will be granted.

The Grant Application **must be submitted electronically to melissam@dodgecity.org**, no later than **5:00 pm, Wednesday, November 8, 2017**.

In addition, **one original application including the required financial information** must be delivered to City Hall, no later than **5:00 p.m. Wednesday, November 8, 2017**. ***Applications received after that date and time will be returned unopened.*** If mailing your application and financial information please send to the following address: **Attention: Melissa McCoy, City of Dodge City, 806 N. 2nd Avenue, Dodge City, KS. 67801**

- * Expense and Income forms must reflect the organization's entire operations, not just the requested amount for the grant.**
- * This grant is a reimbursement grant. The grantee is responsible for twenty percent of the cost of the documented expenses. Eighty percent of documented expenditures will be paid to the Grantee. Paid invoices with cancelled checks as proof of payment are to be submitted along with the Request for Reimbursement Form (form will be distributed with the Memorandum of Understanding). Documentation must be provided before grant funds will be distributed for capital projects.**

The Community Facilities Advisory Board will review applications and make recommendations to the City and County Commissions for their consideration. It is anticipated that a Joint City/County Commission meeting will be scheduled prior to February 1, 2018, at which time final determination of grant funding will be made.

Please contact Melissa McCoy (620-225-8100) or melissam@dodgecity.org, if you have questions regarding the application and/or application process.

Organizational Funding Application Form
2018 Funding Year
2018 Funding Request:

Applicant:
Requested CFAB Grant Funds: \$
Required 20% Matching Funds: \$
Total Project Cost: \$
Project:
Project Period (start & end date):

1. Organization Information

Organization Name: _____

Address and Zip: _____

Phone Number: _____

Web Site: _____

Federal Tax ID#: _____

2. Contact Information

Name/Title: _____

Address and Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

3. Certification

Applicant organization is a not-for-profit, tax exempt corporation, organization or agency with its principal offices located in Ford County, Kansas, the principal function of which is to promote and/or preserve the western heritage of Dodge City and Ford County; the promotion of tourism; attracting visitors and conventions to the area through the construction and/or maintenance of community accessible facilities and/or conducting public activities.

The undersigned hereto gives this assurance in consideration for obtaining “Why Not Dodge” sales tax funds through the Community Facilities Advisory Board, the City of Dodge City Commission and the Ford County Commission.

Authorizing Official Signature

Name

Title

Date

Contact Person Signature

Name

Title

Date

4. Current Staff list

Submit a current list of the organization’s staff, including position and title and indicate whether they are full time or part time staff.

5. Current Board of Trustees/Directors list

Submit a current list of the organization’s board, including position titles, contact information and terms of service.

6. Specific Information on Price Estimates/Quotes:

Please document the following if applicable to project (all requests for maintenance/repairs must be included):

A. Project Specification and Price Estimate/Quote –A minimum of two bids or quotes are required. As this program is funded through Dodge City/Ford sales tax preference will be given to local purchases whenever reasonable. This documentation must clearly detail the project specifications. (i.e., design costs, materials, labor, related work/services provided by vendor, etc.) and must support/document the proposed project costs as reflected in the applicant’s budget.

7. Application for CFAB Funding:

A. Project Description: Describe the proposed project clearly and concisely. Provide a brief description that summarizes the use of the grant award. The description should not exceed 550 characters.

B. Budget Category breakdown: Describe the funds being requested in the **section 8 budget chart**. The purpose of the budget is to identify costs to be expended with CFAB funds as well as matching funds.

C. Marketing Attraction: Describe the marketing efforts for the attraction.

D. Economic Impact: Describe the economic impact of the project.

E. Visitor Attendance: Provide the **total** number of visitors to the attraction for the year to date and explain how visitor numbers are obtained.

F. Hours of Operation: Detail the attractions current or proposed schedule of operations (days and hours) that will be open to the public. Explain how staff for these hours will be funded.

G. Sustainability: Explain short and long range goals for sustainability.

8. Budget:

<u>Project Expense</u>	<u>20% Matching Funds</u>	<u>Requested Grant Funds</u>	<u>Total Project Cost</u>

All columns must be included in the submitted Project Budget as per this example.

9. Financial Information:

- A. A compiled reviewed or audited financial statement for organizations with an annual operating budget of \$500,000 or greater.
- B. Most current IRS Form 990, if applicable.
- C. Copy of annual financial statement
- D. Income Statement
- E. Current fiscal year budget approved by the Board of Directors; the projection must be for the organization's total budget not just the requested grant purpose.

10. CFAB Application Checklist:

Incomplete applications cannot be evaluated; therefore, all items listed below (**when applicable to the project**) must be included:

- ✓ **Section 1 & 2:** Application Cover page-First page of grant application must contain organization and contact information.
- ✓ **Section 3:** Certification-The application cover page must contain the signatures of the applicant organization's authorized official and contact.
- ✓ **Section 4:** Current Staff List
- ✓ **Section 5:** Current Board of Trustees/Directors list
- ✓ **Section 6:** Attach specific information on price quotes (if applicable).
- ✓ **Section 7:** Address application points A through G.
- ✓ **Section 8:** Budget- This table will be used to establish the cost categories of the grant agreement. List each budget line item for which the grant funds are proposed to be expended. Indicate the requested grant amount for each budget line item. Provide the 20% matching funds for each budget line item. Provide the total of each column and the total cost of the project.
- ✓ **Section 9:** Required Financial Information: Address application points A-E.
- ✓ **Grant Applications-**The Grant Application must be submitted electronically to melissam@dodgecity.org. In addition, one original application with required financial information must be delivered or mailed to the following address:

Attention: Melissa McCoy City Hall 806 N. 2nd Avenue, Dodge City, KS. 67801 by **Wednesday 8, 2017 at 5:00 pm.**

The Community Facilities Advisory Board, the City of Dodge City and Ford County Government strive to support a high Quality of Life environment for their residents and visitors recognizing the role of heritage, arts and tourism organizations in that endeavor.



City of Dodge City

CFAB

PO Box 880

• Dodge City KS 67801 •
620/225-8144

Phone: 620/225-8160

• Fax:

Memorandum

To: Joint Commissions
From: Assistant to the City Manager/ Project
Development Coordinator, Melissa McCoy
Date: September 28, 2017
Subject: Amendment to Triple T Promotions
agreement for the DCRP

Recommendation: The Community Facility Advisory Board recommends approval of an amendment to the agreement with Triple T Promotions for the Dodge City Raceway Park. This amendment would change the current subsidy at the Dodge City Raceway Park from one hundred ninety thousand dollars (\$190,000) to two hundred fifty thousand dollars (\$250,000). This is based on a schedule featuring seventeen nights of racing which includes five nights of special shows that may include the following events as the World of Outlaws, Sprint Car Nationals and a Demolition Derby.

Background:

Per the current agreement, the operator, Triple T Promotions, receives a subsidy for all events, both major and local. The current subsidy for 2018 is \$190,000. However, the DCRP operator approached the City due to financial concerns sparked by a drop in the number of racers and spectators over the last few years.

The operator then presented a proposal to the DCRP Advisory Board for their review with two options for the 2018 season. The consensus of the board was to choose option one which included the World of Outlaws along with the Sprint Car Nationals and the Demolition Derby. Option two was \$25,000 less but did not include the World of Outlaws which is a large draw for the track and reduced the local race opportunities for a variety of car classes.

This proposal was presented to the Community Facility Advisory Board at their quarterly meeting on September 27. CFAB recommended the increase in the subsidy.

Justification: The Operator has successfully operated the track over the last several years and was named the 2014 Promoter of the Year for his work with the annual Boot Hill Showdown and the World of Outlaws Sprint Car Series. The increase in the subsidy will allow him to continue to operate the DCRP. The subsidy will be reevaluated once the current financial situation improves.

Financial Considerations: The change to the agreement would increase the current subsidy by \$60,000. This number is contingent on the World of Outlaws show signing on for the 2018 season. If the World of Outlaws show is not secured then the increase would be lowered by \$25,000. Lowering the increase to \$35,000.

Legal Considerations: Legal counsel has prepared the attached amendment to the existing agreement with Triple T promotions for the operation of the DCRP.

Attachments:

Amendment to the Triple T Promotions agreement for the DCRP

* The Dodge City Raceway Advisory Board is made up of representatives from the City and County Administration, CFAB, the Joint Commissions and the community.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the “**Amendment**”) is made to be effective this _____ day of October, 2017 by and between Triple T Promotions, LLC (the “**Operator**”) and the City of Dodge City, Kansas (the “**City**”).

WHEREAS, the City and the Operator entered into that certain Agreement effective as of _____, 201 __, (the “**Agreement**”), in connection with providing promotion and operation of the Facility; and

WHEREAS, the City and the Operator have reviewed and considered the performance of the racetrack including historical attendance and participation levels to date; and

WHEREAS, the City and the Operator desire to amend the Agreement to provide for the subsidy amounts herein recited.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the City and the Operator hereby agree as follows:

1. Defined Terms. Words and phrases having a defined meaning in the Agreement shall have the same respective meanings when used herein unless otherwise expressly stated.

2. Property. City and Operator hereby agree to delete Paragraph 14 and replace it with the following:

14. **CONSIDERATION FOR PROMOTIONAL AND OPERATIONAL SERVICES:**

In consideration of the promotional and operational services to be provided by the Operator in accordance with terms and conditions as set forth in the Paragraph 13 above, the City, in addition to any other payment obligation provided for herein, shall make payments to the Operator from sales tax revenues received pursuant to the Interlocal Agreement, in the time and manner following:

- a. The City and the Operator shall negotiate the dates for payment of the subsidy prior to each season starting.
- b. The subsidy will be divided into four (4) equal payments to be made on four (4) separate dates.
- c. The Operator shall provide to the City all attendance and car count information prior to the final subsidy payment. The first subsidy payment

of the next racing season shall not be disbursed prior to receipt of the financial information being received for the previous year. See Paragraph 18 below.

d. Subsidy for all events, major and local should not exceed the following amounts:

2016-Two Hundred Thousand Dollars (\$200,000)

2017- One Hundred Ninety-Five Thousand Dollars
(\$195,000)

2018- Two Hundred Fifty Thousand Dollars (\$250,000)

2019- Two Hundred Fifty Thousand Dollars (\$250,000)

2020- Two Hundred Fifty Thousand Dollars (\$250,000)

3. Ratification of Agreement. Except as specifically modified by this Amendment, the provisions of the Agreement shall remain in full force and effect, unchanged and unmodified by this Amendment, and the Agreement, as modified by this Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

4. Counterparts/Execution. The Agreement, this Amendment and any future amendments thereto or other agreements between the parties may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, or in electronic format via email as a “.pdf” file, and said facsimile and/or electronically transmitted signature shall be deemed to have the same force and effect as an original signature counterpart. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date and year first above written.

OPERATOR:

TRIPLE T PROMOTIONS, LLC

By _____
Tommie Estes, Managing Member

CITY:

THE CITY OF DODGE CITY, KANSAS

By: _____
Name: Rick Sowers
Title: Mayor

September 18, 2017

MEMO

TO: Cherise Tieben, City Manager

FROM: Nannette Pogue, Finance Director/City Clerk

SUBJECT: 2018 Special Sales Tax Project Budget

In your packet of information is the Sales Tax Projects budget by summary. I will have the detailed budget available if any of the board members want to review it.

The Sales Tax Project Budget consists of 4 Funds:

1. Operating Fund – Which is the main fund that is broken down into five departments:
 - a. Field Sports
 1. Field Maintenance
 2. Concessions
 3. Tournament
 - b. Administration
 - c. Motor Sports
 - d. Special Events Center
 - e. Facilities Maintenance
 - f. Outdoor Regional Aquatics Facilities
2. Sales Tax Fund-Depreciation and Replacement
3. Sales Tax Fund-Organizational Funding
4. Debt Service Fund

SALES TAX PROJECT – OPERATING FUND

The revenue that funds the Sales Tax Fund is a ½ cent City Sales Tax and a ½ County Sales Tax. Projected revenue in the Sales Tax Project Fund for 2018 is \$5,945,000. This is the same amount that was budgeted for 2017 and slightly higher than actual collections for 2016. There is also \$495,000 in revenues budgeted from the admissions, programs and concessions at the outdoor aquatics park. The other revenues that fund this budget are interest on idle funds, sign sponsorships, and athletic field sports revenue.

The total Field Sports Operations budget for 2018 is \$825,300. The Field Sports Operations budget includes the Field Maintenance, Concessions, and Tournaments.

Field Maintenance

The field sports budget includes:

Personal Services	\$235,975
Contractual	\$108,200
Commodities	\$80,850
Capital Outlay	\$190,000

The Personal Services, Contractual and Commodities line items reflect normal operating costs and reflect no major changes or increases from the 2017 budget. The Capital Outlay are proposed requests by the department. The following items are included in the proposed capital outlay:

- Youth Complex Improvements - \$83,000
- Legends Dugout Covers - \$20,000
- Youth Complex fence repairs - \$10,000
- ¾ Ton 4x4 Pickup with blade - \$40,000
- Mid Mount Mower - \$12,000
- Chemical Spray Rig - \$25,000

Athletic Field Concessions

There is no budgeted expenditure in 2018 for concessions. Request for proposals were solicited in 2015 and the contract for concessions at the baseball, softball and soccer fields was given to Ezequiel Alvarez owner and operator of Paleteria Rio Grande. The compensation back to the Sales Tax Projects Fund is 20 percent of gross revenues after taxes for concessions.

Athletic Fields Tournaments

The tournament director position is budgeted at \$85,275 including salaries and benefits. There is also \$115,000 budgeted for Athletic Fields Tournaments. This amount includes \$25,000 for the A's mini camps plus \$90,000 for tournament umpires contract labor.

Sales Tax Project Administration

The Administration Division includes Administrative costs, legal fees and other, organizational funding, and debt service.

Included in the Administration budget is \$150,000 for City Administration costs. The budget for legal fees and other contractual costs is \$10,300. The organizational funding account is budgeted at \$710,000. The actual amount will need to be formally approved

by the CFAB and City/County Commissions at a later date. \$3,224,600 is budgeted for debt. This reflects \$2,534,600 for the bonds issued to fund the Special Events Center and \$690,000 for the bonds issued to fund the aquatics facility. \$645,000 is budgeted to transfer into the Depreciation and Replacement Fund.

Special Events Center

\$860,500 is budgeted for the operating costs of the Special Events Center. In addition to the operations budget an additional \$150,000 is being proposed for capital improvements. In addition to the operations of the Special Events Center \$40,000 is proposed for insurance for the United Wireless Arena and Conference Center and \$5,600 is budgeted for electricity for an LED sign.

The capital items being requested by the United Wireless Arena are:

Replacement computer - Director of Operations – \$1,500
Replacement computer - Operations –\$ 1,500
Laptop for Conference Center – \$1,500
Server Replacement – \$8,000
Replacement computer – Executive Director - \$2,000
Upgrade Ticketmaster Scanners (12) – \$16,000
Parking lot surveillance – \$2,500
Facility surveillance – \$2,500
Metal detectors – (6) walk through and (3) wands - \$25,000
New POS system – install, 25 terminals & equipment, software and 1 year support - \$50,000
Dinnerwear – \$2,500
Silverwear – \$2,500
Website upgrade - \$10,000
Bike rack - \$1,500
Radios - \$6,500
Increase/replace skating inventory & update rack system - \$1,500
Folding gate for BOH - \$5,000
Caulking exterior windows – \$10,000

The Business Plan for the United Wireless Arena for 2018 is also included in your packet.

Racetrack

The Dodge City Raceway Park budget is \$372,100. This includes a contract with Triple T Promotions to conduct major events and local shows (approximately 12) in an amount not to exceed \$260,000. The actual amount is pending approval of the CFAB board. It also includes: temporary position during the racing season to take care of buildings and grounds; insurance; utilities; maintenance contract on the elevator; building maintenance;

event clean up; and capital projects. Some maintenance items included in the proposed budget are plumbing and electric maintenance, replacement of lighting and building doors and repairing of water damage in the pit booth. This amount also includes contractual lawn services for watering, mowing and trimming. Capital outlay is budgeted at \$5,000 for miscellaneous improvements.

Facilities Maintenance

This was a new department that was added in 2011. It was found that the contracts with the operators of the facilities focused on the operation and maintenance of the facilities. The maintenance of the grounds is outside of those contracts, so we felt it was necessary to put resources into maintaining the landscaping and parking lots. This budget includes labor and materials necessary to maintain the grounds at the Special Events Center and is in the amount of \$25,450.

Outdoor Regional Aquatics Facilities

\$424,000 is budgeted for the operating costs of the Regional Aquatics Park. This includes a management contract with StandGuard Aquatics in the amount of \$350,000. In addition to the operations budget an additional \$10,000 was budgeted for insurance and bonds, \$18,000 for building improvements and \$22,500 for chemicals and supplies.

SALES TAX FUND-DEPRECIATION AND REPLACEMENT

In early 2010, the CFAB and City and County Commissions approved the establishment of a Depreciation and Replacement Fund for the Sales Tax Projects. The initial transfer into this fund was \$2,500,000, with an annual transfer of \$750,000. This Depreciation and Replacement Fund was set up to replace and/or improve all of the assets that were funded by the sales tax. As the discussion progressed regarding additional projects, several questions were asked as to whether or not the amount being transferred into this account was too much. We then reviewed the list of assets that were being depreciated and determined whether or not they would be replaced or if insurance would take care of the costs, or if they were completely wiped out, would they even be rebuilt or replaced. Toward that end, we took out all of the equipment, deciding when they needed replaced they would be paid for from the operating funds. We determined which parts of the buildings or complexes would actually need to be replaced or upgraded once they were worn out. After all of the items were reviewed, it was determined by staff that a more comfortable level would be at \$345,000 annually. Due to the addition of the aquatics park this amount was increased to \$645,000, so that is the amount being proposed to be transferred in 2018 from the Special Sales Tax Projects Fund to the Depreciation and Replacement Fund. The depreciation includes only the projects that were previously funded by the Special Sales Tax. Any additional projects that are added would result in an increase to this fund.

SALES TAX FUND-ORGANIZATIONAL FUNDING

The Interlocal Agreement has a provision that up to 15% of the sales tax collected can be transferred into a special fund. The receipt and expenditure of these funds are a separate process, action by CFAB and the City and County Commissions approves the amount of money transferred into this fund. Applications are accepted and approved as to the amount of money spent on individual projects. The amount proposed to be transferred in 2018 is \$710,000.

SEC REVENUE BOND FUND

This is a non budgeted fund and it accounts for the bond reserve that is required as the result of issuing revenue bonds for the events center and the aquatics facility. It also accounts for a monthly transfer from the operating fund and funds the interest and principal payments on the bonds when they are due.

I have included a graph which shows the outstanding amount of revenue bonds each year through 2035 as well as a graph that shows the payments due each year.

If you have questions or wish additional information, please let me know.

SALES TAX FUND - SPECIAL PROJECTS

Fund Source: 1/2% City Sales Tax; 1/2% County Sales Tax.

Guidelines: On June 10, 1997, the voters went to the polls to approve a 1/2% Citywide Sales Tax and a 1/2% Countywide Sales Tax to fund Civic Center upgrades to air-conditioning and electrical, softball facilities and complex, a motor sports track, a special events center and other projects. 1/4% City and 1/4% County sales tax went into effect on October 1, 1997. The additional 1/4% City tax was added to fund these projects in January 2000, and the additional 1/4% County tax was added in June, 1999. Currently this fund is being funded at the full 1/2% City and 1/2% County Sales Taxes.

SALES TAX - SPECIAL PROJECTS	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Unreserved Fund Balance, January 1</i>	2,164,596	1,528,925	1,014,448
Revenues:			
Sales Tax	4,651,227	4,765,000	4,765,000
Sales Tax	1,179,440	1,180,000	1,180,000
Interest Income	5,249	2,500	6,000
Concessions	12,853	10,000	10,000
Field Rental			
Other Athletic Field Inc	137,658	76,000	120,000
Sign Sponsorships			
Aquatics Park Revenue	560,059	345,000	495,000
RV Space Rental at Racetrack			
Sale of Scrap	0	0	
TOTAL RECEIPTS	6,546,486	6,378,500	6,576,000
RESOURCES AVAILABLE	8,711,082	7,907,425	7,590,448
Expenditures			
FIELD SPORTS			
FIELD MAINTENANCE			
Personal Services	227,939	240,815	231,125
Adj current salaries mid year + proposed raise			4,850
Contractual	140,257	101,200	108,200
Commodities	88,999	82,850	80,850
Capital Outlay	<u>79,641</u>	<u>67,000</u>	<u>190,000</u>
Total - Field Maintenance	536,836	491,865	615,025
TOURNAMENTS			
Personal Services	53,407	85,440	83,455
Adj current salaries mid year + proposed raise			1,820
Contractual	113,523	50,000	115,000
Commodities	<u>9,148</u>	<u>10,000</u>	<u>10,000</u>
Total - Tournaments	176,078	145,440	210,275
TOTAL FIELD SPORTS OPERATIONS	712,914	637,305	825,300

ADMINISTRATION			
Contractual	151,823	885,300	870,300
Commodities	0	300	0
Payment for Expo Center	0	0	0
Aquatics Park (to be reimbursed)		0	0
Transfer to Depreciation & Replacement Fund	345,000	345,000	645,000
Series A & B - Debt Service (SEC-2009)	3,250,278	2,490,000	1,171,300
Series A 2015 - Debt Service (Water Park)	690,600	695,000	690,000
Series A 2016	903,196		1,363,300
Transfer to Reserve for 2015 Series A			
Other Payments	<u>1,804</u>	<u>2,000</u>	<u>2,200</u>
TOTAL - ADMINISTRATION	5,342,701	4,417,600	4,742,100
MOTOR SPORTS			
Personal Services	9,588	10,800	10,800
Contractual	262,394	291,600	345,300
Commodities	11,627	12,500	11,000
Capital Outlay	10,170	25,000	5,000
Concessions	0	0	0
Reimbursed Expense	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL - MOTOR SPORTS OPERATIONS	293,779	339,900	372,100
SPECIAL EVENTS CENTERS			
Contractual	68,410	857,122	860,500
Insurance & Electrical	43,120	45,600	45,600
Capital Outlay	<u>88,430</u>	<u>150,000</u>	<u>150,000</u>
TOTAL - SPECIAL EVENTS CENTER	199,960	1,052,722	1,056,100
SALES TAX PROJECTS-FACILITIES MAINTENANCE			
Personal Services	11,326	16,150	16,150
Contractual	2,502	0	0
Commodities	1,237	<u>9,300</u>	<u>9,300</u>
TOTAL-FACILITIES MAINTENANCE	15,065	25,450	25,450
Outdoor Regional Aquatics Facility			
Personnel			9,180
Contractual	523,544	397,315	424,000
Insurance	10,000	10,000	10,000
Commodities	29,924		22,500
Improvements to Buildings	<u>54,270</u>	<u>12,685</u>	<u>18,000</u>
TOTAL-OUTDOOR REGIONAL AQUATICS FACILITY	617,738	420,000	483,680
TOTAL EXPENDITURES	7,182,157	6,892,977	7,504,730
<i>Unreserved Fund Balance, December 31</i>	<i>1,528,925</i>	<i>1,014,448</i>	<i>85,718</i>

SALES TAX FUND-DEPRECIATION & REPLACEMENT

Sales Tax Fund-Depreciation & Replacement	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Unreserved Fund Balance, January 1</i>	4,991,184	1,750,277	2,095,277
Revenues:			
Transfer from Other Funds	345,000	345,000	645,000
TOTAL RECEIPTS	345,000	345,000	690,000
RESOURCES AVAILABLE	5,336,184	2,095,277	2,785,277
Expenditures:			
Capital Outlay	3,585,907	0	
TOTAL EXPENDITURES	3,585,907	0	0
<i>Unreserved Fund Balance, December 31</i>	1,750,277	2,095,277	2,785,277

ST FUND - ORGANIZATIONAL FUNDING

ST - ORGANIZATIONAL FUNDING	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Unreserved Fund Balance, January 1</i>	198,130	119,353	115,048
Revenues:			
Non-Govt Grants	150,340		
Sale of Labor and Material	46		
Transfer from CVB		85,430	
Transfer from General Fund			93,000
Transfer from Other Funds	795,340	710,000	710,000
TOTAL RECEIPTS	945,726	795,430	803,000
RESOURCES AVAILABLE	1,143,856	914,783	918,048
Expenditures			
Personal Services	76,125	83,635	92,155
Adj current salaries mid year + proposed raise			2,520
Contractual	689,806	713,600	713,600
Commodities	5,655	2,500	1,400
Capital Outlay	252,917	0	
TOTAL EXPENDITURES	1,024,503	799,735	809,675
<i>Unreserved Fund Balance, December 31</i>	119,353	115,048	108,373

Sales Tax Projects-Events Fund

Sales Tax Projects-Events Fund	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Unreserved Fund Balance, January 1</i>	104,562	10,812	
Revenues:			
Contributions & Donations	0	225,000	0
Transfer from Other Funds			
TOTAL RECEIPTS	0	225,000	0
RESOURCES AVAILABLE	104,562	235,812	
Expenditures			
Contractual	93,750	0	0
Capital Expenditures	0		
TOTAL EXPENDITURES	93,750	0	0
<i>Unreserved Fund Balance, December 31</i>	10,812	235,812	

Water Park Construction Fund

Water Park Construction	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Unreserved Fund Balance, January 1</i>	2,399,857	243,663	
Revenues:			
Interest			
Transfer from Depreciation & Replacement Fund	3,499,187		
Bond Proceeds	0		
TOTAL RECEIPTS	3,499,187	0	0
RESOURCES AVAILABLE	5,899,044		
Expenditures			
Engineering & Design			
Contractual	2,559		
Commodities	216		
Capital Expenditures	5,652,606		0
Cost of Issuance	0		
TOTAL EXPENDITURES	5,655,381	0	0
<i>Unreserved Fund Balance, December 31</i>	243,663		

DEBT SERVICE ACCOUNT

ACCOUNT DESCRIPTION

In June of 1998, two series of Revenue Bonds were issued to fund the construction of projects voted on by the citizens of Dodge City. Series A was issued in the amount of \$6,000,000 was issued to fund the construction of a fourplex softball complex, updates to the Cavalier Field baseball complex located behind Sheridan Activity Center, construction of soccer fields, addition of air-conditioning and mechanical and other updates to the Civic Center and updates to other baseball/softball fields in the community. Construction is complete on all of these projects. The Series A Revenue Bonds were paid off early when the new revenue bonds to fund the Special Events Center were issued.

Construction of the Motor Sports Complex was completed in 2000 and the bonds issued for financing the project were paid off in 2008.

New Revenue Bonds were issued in 2009 to fund the Special Events Center. The Revenue Bond was issued in the amount of \$40,300,000. A reserve fund and debt service fund was required to be set up.

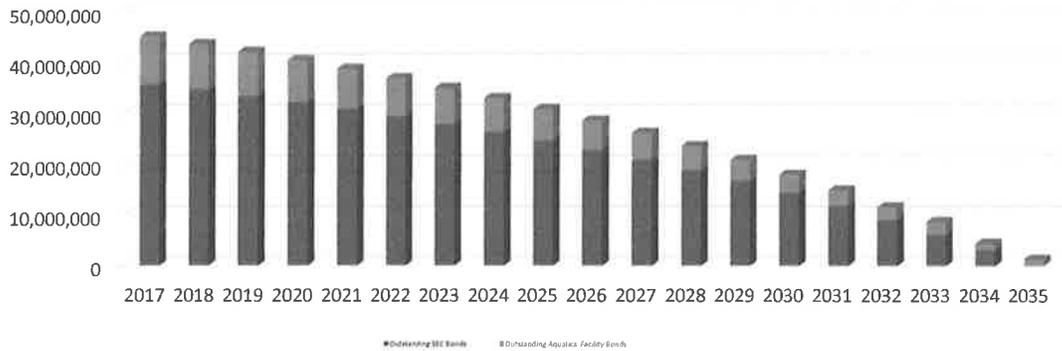
This account services the payment of annual principal and interest payments for those revenue bonds.

SEC Revenue Bond Fund	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Reserve for Debt Service</i>	1,160,775	1,400,406	
<i>Bond Reserve</i>	3,458,846	3,468,848	
Revenues:		Non Budgeted	
Investment Earnings	67,661	Fund	
Other Financing	1,021,091		
Transfer from Other Funds	2,346,158		
TOTAL RECEIPTS	3,434,910	0	0
RESOURCES AVAILABLE	8,054,531		
Expenditures			
Debt - Principal	890,000		
Debt-Interest	2,295,278		
Debt Service Fees	0		
TOTAL EXPENDITURES	3,185,278	0	0
<i>Reserved Fund Balance, December 31</i>	4,869,254		

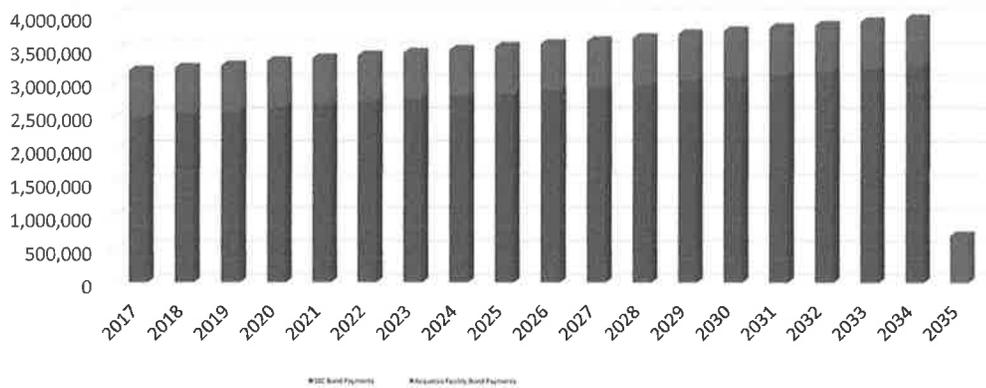
Water Park Revenue Bond Fund	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Reserve for Debt Service</i>	298,256	248,744	
<i>Bond Reserve</i>	694,336	699,991	
Revenues:		Non Budgeted Fund	
Investment Earnings	26,766		
Transfer from Other Funds (for Debt Serv Pmts)	619,977		
Transfer from Other Funds (for Reserve Fund)			
TOTAL RECEIPTS	646,743	0	0
RESOURCES AVAILABLE	1,639,335		
Expenditures			
Debt - Principal	355,000		
Debt-Interest	335,600		
Debt Service Fees	0		
TOTAL EXPENDITURES	690,600	0	0
<i>Reserved Fund Balance, December 31</i>	<i>948,735</i>		

The graphs depict the annual payments as well as the outstanding bond amounts in future years.

Sales Tax Revenue Bonds Outstanding



Sales Tax Revenue Bond Payments



DEPOT

The City took over the operation of the Depot in 2015. Previously, the Depot received the funding from the Sales Tax Project Fund "Organizational Funding" and the Depot Theater Company personnel operated the depot. The funding continues to come from the Sales Tax Project Fund and it was written into the Interlocal Agreement between the City and the County that the Depot would be a priority funding project. The City of Dodge City now operates the Depot.

Depot	2016 Actual	2017 Budget or Estimate	2018 Budget
<i>Unreserved Fund Balance, January 1</i>	39,081	132,760	127,895
Revenues:			
Insurance Recoveries	6,479		
Transfer from Organizational Funding Account	250,000	250,000	250,000
TOTAL RECEIPTS	256,479	250,000	250,000
RESOURCES AVAILABLE	295,560	382,760	377,895
Expenditures			
Personal Services	38,069	53,065	53,495
Adj current salaries mid year + proposed raise			1,250
Proposed Raise			840
Contractual	90,285	129,500	114,850
Commodities	34,446	17,300	20,000
Capital Outlay	0	55,000	38,000
TOTAL EXPENDITURES	162,800	254,865	228,435
<i>Unreserved Fund Balance, December 31</i>	<i>132,760</i>	<i>127,895</i>	<i>149,460</i>

PROUDLY MANAGED BY



2018 Business Plan

4100 West Comanche
Dodge City, KS 67801
(620)-371-7390

www.unitedwirelessarena.com

**Information Regarding
United Wireless Arena & The Boot Hill Casino Conference Center
Business Plan**

This Business Plan contains information regarding the current and planned operations and business of United Wireless Arena & The Boot Hill Casino Conference Center. This Business Plan has been provided to the recipient solely for the purpose of assisting with the implementation of this business plan in accordance with procedures established by VenuWorks of Dodge City, LLC. The information in this plan should be considered proprietary information, however, it is a public record.

This Business Plan has been prepared by VenuWorks of Dodge City, LLC on the basis of internally prepared information, as well as information from public and private sources, including trade and statistical sources commonly used in the industry.

The projected information contained herein was prepared expressly for use herein and is based upon the stated assumptions and the VenuWorks analysis of information available at the time that this Business Plan was prepared. There is no representation, warranty, or other assurance that any of the projections set forth herein will be realized.

Any questions regarding the facilities should be directed to the following representatives named below.

Christopher Ragland
Executive
Director
(620)-371-7390

John Siehl
Chief Operating
Officer
(937)-823-3969

Amanda Nufer
Director of Finance
& Administration
(620)-371-7805

VenuWorks of Dodge City, LLC
4100 W. Comanche
Dodge City, KS 67801
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Executive Summary

United Wireless Arena & The Boot Hill Casino Conference Center are Southwest Kansas' premier sports, entertainment, and conference centers. United Wireless Arena & The Boot Hill Casino Conference Center operate within the highly competitive conference, entertainment and meeting industry.

Located in Dodge City, Kansas, United Wireless Arena & The Boot Hill Casino Conference Center opened to the public on February 17, 2011. The facility has seen a wide variety of major touring shows and increased meeting/conferences in its six years of operation. With the guidance of the City of Dodge City and Ford County, the venue has become a formidable competitor as a regional destination with a reputation of first-class quality service and high value in the products delivered. VenuWorks is continuously exploring opportunities to meet the needs of all clients in a competitive environment. With a dedicated staff of professionals whom are empowered to make every event the best possible experience for all of the venue guests, United Wireless Arena & The Boot Hill Casino Conference Center are positioned to maintain current clients and attract new ones for years to come.

As we evaluate the regional facilities and industry trends, we see there are continued opportunities for United Wireless Arena & The Boot Hill Casino Conference Center. Southwest Kansas is a vibrant area and Dodge City has established itself as a regional hub for surrounding communities. Coupled with a first-class facility and an established facility built to serve our residents and visitors alike, United Wireless Arena & The Boot Hill Casino Conference Center fill a much needed niche in regional entertainment, sports, and meeting needs. As one of the newest in a large number of regional facilities, we are establishing ourselves to grow our position within Kansas as a destination for conferences and national touring shows.

The objective of this Business and Marketing Plan is to continue to increase and diversify the event load for the entire venue. This objective will increase revenues for the facilities and it will ensure that United Wireless Arena & The Boot Hill Casino Conference Center are able to realize the economic impact goals for the area. In order for the facilities to remain viable for the foreseeable future, we are continuously exploring new revenue opportunities and ways to be more efficient.

Food and Beverage

With food and beverage operations part of our in-house operation, we have established not only a great revenue center, but have put United Wireless Arena & The Boot Hill Casino Conference Center management in control of the quality and presentation provided. Our six years of operation have received wonderful feedback on food quality, selection, and client satisfaction. While our efforts in providing a great product have been well received, we continue to improve our sales efforts to attract more business, be more competitive, and make available the arena and conference facilities and services to more people. More people create more business, more visitors to the Dodge City area, and continued improvement to our bottom line. While we have seen growth in all areas of sales, we will continue to evaluate and rework menus and offerings to meet the changing needs of the customers of the facilities. We look to maintain and grow the level of quality of food and service at United Wireless Arena & The Boot Hill Casino Conference Center. By doing so, our vision is to set the bar high for the entire region as we continue to strive for excellence.

The Boot Hill Casino Conference Center

The Boot Hill Casino Conference Center's design, layout, and location in Dodge City provides great sales and event possibilities that are only limited by the imagination. Because the Conference Center is available to use multiple space configurations, it has grown in demand and event load over the years since opening. Being directly attached to the arena allows for combined efforts and expanded exhibit spaces. We will continue to pitch multi-day events and regional events as well as take advantage of Arena events and related space needs such as quinceaneras. We have also partnered with the Boot Hill Casino & Resort, not only with Naming Rights for the Conference Center, but also in offering concerts on a smaller scale to be held in the Conference Center, and have had Dinner Show type events called the Dodge City Supper Club monthly, as event loads allow.

We are proceeding with updated sales material to provide individual packaged products to make the sales and purchasing process easier. We are also evaluating the physical structure of the facility to improve our sellable space and to be able to accommodate the requests for larger weddings and meeting functions. We continue to better utilize our mezzanine/club level area of the arena increasing usage of that space. We have also started using the Event Garden separating the Conference Center from the Casino for weddings, smaller get-togethers and a weekly concert series during the summer.

United Wireless Arena & The Boot Hill Casino Conference Center is now in a much better position to attract regional and even national events and we have become more aggressive to capitalize on future efforts. We continue to work with the CVB and area hotels to increase availability of room inventory necessary for larger, multi-day conventions and conferences. In March 2015 the Arena and Conference Center hosted the National Mennonite Conference. This Conference spanned three days and had a total attendance of 4,100. As part of this Conference, our Food & Beverage department provided four meals to an average of 1,400 people each meal. This National Conference has already requested we hold space for them for their 2019 Conference. The Kansas Sheriffs Association held their annual conference here in 2014 and again in 2016. The KSA Conference has an average attendance of 200 people each day for 4 days. We have been in talks with the Association about having the conference here in Dodge City every other year for the next 10 years. We are actively combining sales efforts with the CVB staff, and the growth of long-range bookings will secure our business model for the Conference Center. As an example, we worked closely with all the stakeholders to ensure the success of the Kansas Recreation and Parks Association Conference in April 2016. The event was a success and the planners have noted that they would like to see the conference return to Dodge City.

The Naming Rights for The Conference Center had been an issue during 2014 and 2015. Effective May 2016, the Naming Rights were contracted out to the Boot Hill Casino & Resort for 10 years. This partnership will allow the two entities, with buildings attached by the breezeway, to work closer together to bring more entertainment and meetings to Dodge City.

United Wireless Arena

The last seven seasons of events has continued to establish event history at the United Wireless Arena, creating a track record for regional, national, and family show promoters. This is instrumental when establishing our venue as a viable, regional facility. We will continue to diversify our events for economic and public relation benefits working to bring more event activity to Southwestern Kansas.

The indoor football team, the Dodge City Law, which utilized office space in the arena as well as played all their home games in the Arena, finished the 2017 season number 1 in their division. But due to the cost of running the team and other issues, the team did not renew their affiliation with the CIF League and has left the Arena and Dodge City. The Arena will continue to look for an indoor football team for the 2019 season. The Arena hosted the Dodge City High School TOC basketball tournament as well as the SPIAA basketball tournament again in 2017, and look forward to hosting each again in 2018. We hosted our third State Basketball Tournament in March 2017 with the Division 2, 1A State Tournament. Our Food & Beverage department catered both hospitalities for both Tournaments and received great reviews. We look forward to hosting this event again in the future. We will once again host the Gunsmoke Wrestling tournament as well as the USA Wrestling tournament, which bring in kids from all over Kansas and a 7 state region to compete. We will continue to pursue events such as high school tournaments, collegiate tournaments, and exhibition games / matches.

For the concert fans, we will continue to build on the events that we have hosted at United Wireless Arena. We have worked hard to establish our relationships with regional and national promoters and agents as well as continuing to purchase events when appropriate. With the support of VenuWorks Events & Entertainment Division and the City "Entertainment Fund", we will collectively look at the best opportunities and work to influence more show activity at the facility.

Diversity will be important in the types of events and we will try to influence routing and booking patterns to draw artists and sell tickets. Increased competition by regional casinos, outdoor festivals, and other regional facilities will continue to have an impact on our concert bookings. We have realized some successes with comedy tours, country, rock and Christian acts, and we will continue our efforts to appeal to all genres and to all tastes.

We will also continue to work to inform, educate, and develop the regional ticket buyer to improve the overall attendance at our events.

Events Center Snapshot

The following is a snapshot of the setup and projected structure of United Wireless Arena & The Boot Hill Casino Conference Center as it relates to governance, staffing, rates, and booking guideline.

A. CITY OF DODGE CITY & FORD COUNTY

United Wireless Arena & The Boot Hill Casino Conference Center directly reports to the City of Dodge City. The City of Dodge City supplies information to Ford County Officials.

PROUDLY MANAGED BY



B. VENUWORKS, INC.

VenuWorks, Inc. has been retained by the City of Dodge City & Ford County to provide ongoing management for the United Wireless Arena & The Boot Hill Casino Conference Center. The original management agreement contract commenced on January 1, 2011 and was renewed to continue through December 31, 2019.

VenuWorks of Dodge City, LLC 2018 Business Plan

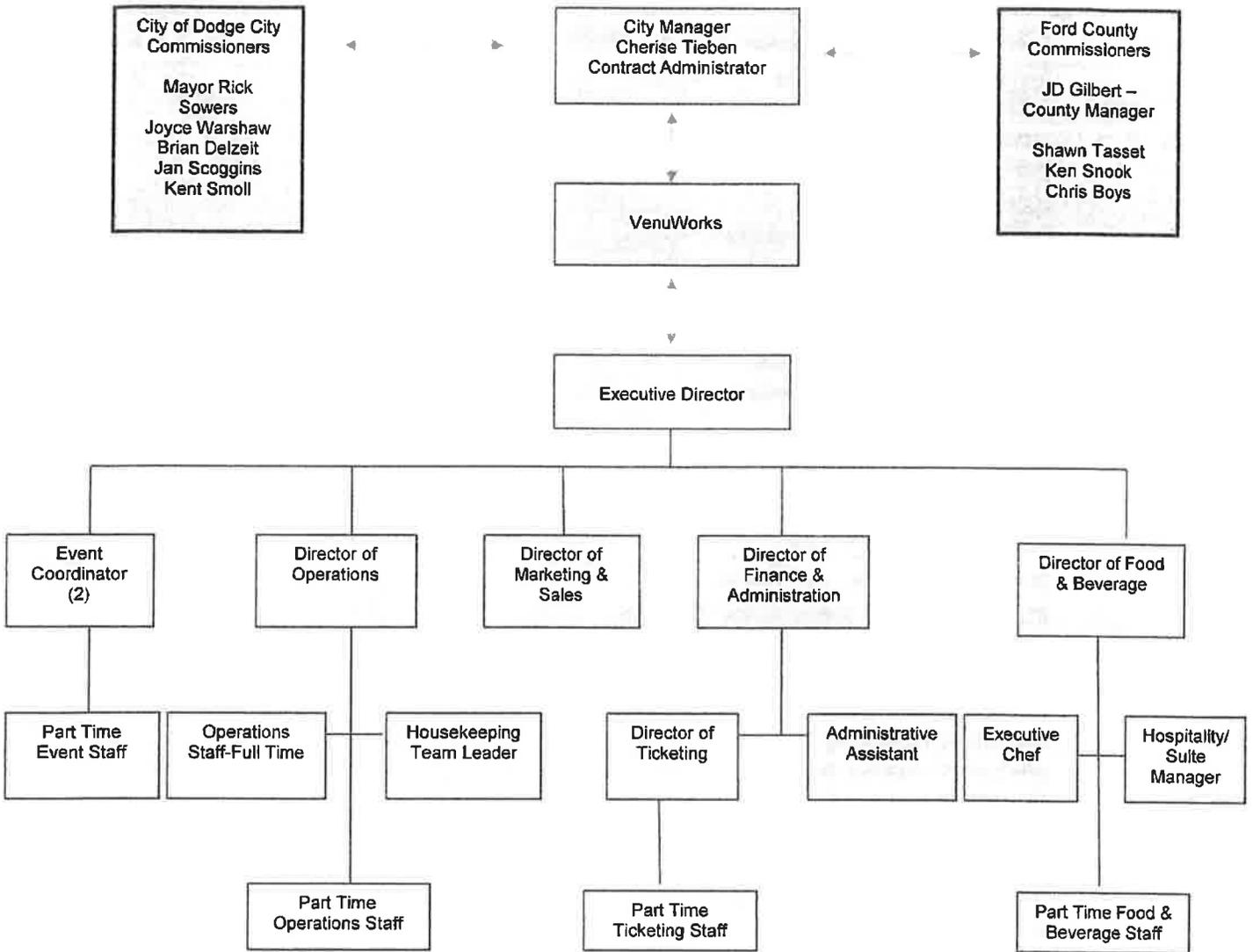
VenuWorks will continue to use its management, marketing, programming, and operational services to maximize the utilization of the Events Center. VenuWorks develops the operating budget with approval by the City Manager, provides monthly status and financial reports to the City, and provides an annual business marketing plan and annual financial report.

VenuWorks corporate office, located in Ames, Iowa, provides on-going support through site visits throughout the year, monthly booking and marketing calls and weekly scheduled phone calls between Executive Director and VenuWorks Regional VP.

C. UNITED WIRELESS ARENA & THE CONFERENCE CENTER

Below is a layout of the current organization chart at United Wireless Arena & The Boot Hill Casino Conference Center as it relates to on-site VenuWorks Staffing. As our event load grows in the future, we will add staff as necessary.

**VENUWORKS OF DODGE CITY, LLC
UNITED WIRELESS ARENA AND THE BOOT HILL CASINO CONFERENCE CENTER
ORGANIZATIONAL CHART**



D. 2017 ACCOMPLISHMENTS ARENA

Entertainment Events including:

2017.01.06 DCHS vs Cimarron
2017.01.13 Hairball Concert
2017.01.19-21 TOC
2017.01.23-28 SPIAA
2017.02.07 Harlem Globetrotters
2017.02.25 Newsboys
2017.03.04 DC Law vs Duke City
2017.03.08-11 State 1A Div 2 Basketball
2017.03.25 DC Law vs Salina
2017.04.01 DC Law vs Dallas
2017.04.15 DC Law vs Wichita
2017.04.28 Los Tigres del Norte
2017.04.29 Kenny Rogers
2017.05.13 DC Law vs Duke City
2017.05.20 DCHS Graduation
2017.05.27 DC Law vs Texas Revolution
2017.06.02-4 USA Wrestling
2017.07.07 Lee Brice with Easton Corbin
2017.07.30 Bites & Brews-Dodge City Days
2017.08.27 Tim Hawkins
2017.09.04 Carden Circus

2017.09.08 Jake Owen
2017.09.16 Ron White
2017.09.24 Matthew West
2017.10.20 KANSAS
2017.11.04 Jay Owenhouse Illusionist
2017.10.01-12.31 Youth Hockey
2017.10.01-12.31 Public Skating
2017.12.02 United Wireless Skate Day
2017.12.10 Wynonna Judd

ATTACHED IS A FULL LIST OF CONFERENCE CENTER EVENTS HELD IN 2017 (as of 9/1/17)

HIGHLIGHTS:

- 260 events with 287 event days (as of 9/1/17)
- 438 events with 522 event days in 2016
- Hosted the Tournament of Champions for the 6th year. Will be returning in 2018
- Hosted the SPIAA Basketball Tournament for the 6th year. Will be returning in 2018
- Hosted a Speaker as part of the SPIAA Tournament. 1500 area students attended
- DC Law Indoor Football team fourth year with 6 Indoor Football games.
- 3rd year hosting the 1A Division II state basketball tournament. Will be returning in 2018, with dates on hold for, 2019, 2020 and 2021.
- Expanded opportunities and times for Public Ice Skate
- Location for Youth Ice Hockey League
- Hosted the Chamber Banquet for the 6th Year
- Hosted the Young Guns Awards Banquet for 2nd Year. Average of 600 attendees
- Worked with local businesses for meetings/banquets with numerous repeat clients.
- Prepared and submitted bids for 2017 and beyond for conference and conferences that will have major hotel and space needs and produce a large economic impact for the area.
- Staff participated in the Dodge City Days Parade, Parade of Lights and Chili Cook-off
- 2nd Annual Bridal Expo held in the Conference Center
- Host Site For State Conventions
- Host site for the Kansas State AA Convention-will return in 2018
- Host site for the Kansas Natural Resources Coalition Conference
- Hosted the Regional AMBUCS Conference
- Hosted the League of Municipalities Conference for the state of Kansas
- Hosted the Kansas State Register of Deeds Conference
- Hosted the annual State of the City and State of the County addresses.
- Hosted the Kansas State Dialogue Conference.
- Hosted the Kansas Podiatric Medical Association Conference.
- Hosted the Kansas Respiratory Care Conference for the 4th year.
- Hosted the Local Latina Outreach and Leadership Conference for the 4th Year.
- Partnered with the 3i Show as the Volunteer sponsor-Hosted the Volunteer Appreciation Banquet.
- Site for the USA Wrestling tournament, a national tournament for youth wrestlers. Will be returning in 2018
- Continue to be a site for wedding receptions and class reunions.
- Partnered with Boot Hill Casino & Resort-Hosted various employee and VIP Parties
- Site for the Kansas Department of Agricultural Economics Convention, Kansas Corn Growers Annual Meeting, Kansas Wheat Growers Annual Meeting, Kansas Society of Farm Managers Annual Meeting, Kansas Bankers Association meeting, as well as many insurance update meetings for regional agents.

E. 2017 PROGRAMMING AND SALES EFFORTS

Our efforts in 2018 will focus on the following items:

- United Wireless Arena hosted a Professional Indoor Football team in 2014, 2015, 2016 and 2017. The team left the CIF League at the end of the 2017 season and decided to fold the

VenuWorks of Dodge City, LLC 2018 Business Plan

team. The Arena will actively work with the CIF League in 2018 to obtain a tenant team for the 2019 season.

- We will continue our sales efforts in booking meetings, conferences, weddings, consumer shows, and banquets. Whether in conjunction with the Arena floor space or not, we will improve our usage of the conference center space. We will continue our sales efforts with Dodge City CVB on long-term bookings and improve our offerings and packaging as it relates to weddings, banquets, and conferences. We have established a tremendous reputation for food and beverage and will maintain and grow that area as to supplement our sales efforts.
- United Wireless Arena & The Boot Hill Casino Conference Center will continue to seek out and bid on larger, multi-day regional conferences for the years 2018 and beyond and work to capture the current bids that have been given for long term events. This will take a concerted effort to garner the full cooperation of the Hampton Inn. The booking policy of the facility allows for priority booking of multi-day conferences/conferences exclusively 18 months out.
- We will continue to actively promote the Arena side of the facility to national agents, independent promoters, and to cultivate new promoters within the region. We have had both challenges and successes with the events held so far and will continue to court those promoters to bring back more events. We have made progress with family touring shows and will continue to foster these relationships with positive, profitable engagements in the upcoming year. In addition, we worked with the City to help establish an "Entertainment Fund" in 2013 that affords the facility additional leverage to work with agents and better negotiate or outright buy talent for self-promoted events. The first use of the fund was utilized to book Alan Jackson for a show February 27, 2014. In addition, the fund was utilized to book Dwight Yoakam in November 2013, Gabriel Iglesias in January 2015, Boston in August 2015, Rascal Flatts in March 2016, Pepe Aguilar in August 2016, Rascal Flatts in March 2017, Lee Brice in July 2017 and Jake Owen in September 2017. By replenishing the fund at the beginning of each fiscal year, the City has increased the potential of hosting more events than standard promoter agreements would allow.
- A concerted attempt will be initiated to increase the diversity of programming at all our facilities. With the addition of Curtis Ray to the staff in December 2014 as Event Coordinator, we hope to branch out into the Hispanic market by booking events with a Hispanic theme or note. This process has started in 2015 with the booking of two boxing events in The Conference Center. 2016 saw the booking of Pepe Aguilar, the Arena's first "A-list" Hispanic concert. MMA fights also came to the Arena in 2016. Los Tigres del Norte played at the Arena in April 2017 and another MMA fight has been booked for October 2017.
- United Wireless Arena & The Boot Hill Casino Conference Center will work to create and host home-grown events at and around the facility. By utilizing our location, our staffing, and equipment, we will work to create some home-grown events that will help fill the slower summer months when most artists go outdoors to fairs and festivals. In 2017 we hosted the First Bites and Brews event in conjunction with Dodge City Days. The event was an official Dodge City Days event and we look to expand it in future years. We have also started to branch out with our Supper Club themed dinners in The Conference Center. 2016 also saw the start of a partnership between the Arena and the 3i show with a trade of advertising during the show for the Conference Center hosting the volunteer appreciation dinner after the show.

VenuWorks of Dodge City, LLC 2018 Business Plan

This partnership has continued in 2017 and expanded, with the Conference Center hosting the 3i Show Vendor Reception. We will continue to look at more local events in 2018 as well as fostering partnerships with local businesses in these homegrown events.

- We will continue to work with local groups and organizations looking to grow their current events or begin new ones.
- We will also continue to monitor and control our expenses to make sure we work towards our financial goals for 2018.
- United Wireless Arena & The Boot Hill Casino Conference Center will continue to support and assist Dodge City High School and the Southern Plains Iroquois Athletic Association toward their goals in the presentation of successful sporting events. We will continue to pursue State and Regional sporting Tournaments / Events which will positively impact the Economies of Dodge City and Ford County.

F. APPROACH TO MARKETING

- One day at a time: We will continue to actively promote the use of the conference center facilities to local and regional users with a focus on the one-day event. Functions such as wedding receptions, holiday parties, corporate retreats & training, and other various single day events keep the conference center active with a majority of the revenue coming from the catering side of the business. We will improve and produce specific sales pieces and market directly to attract these types of events.
- Larger regional approach: Where possible, we will work to grow our market by including and involving the regional cities and outlying markets. This is an area we are striving to improve upon and need to be aggressive in finding a way to reach the people in these markets. We cannot rely just on Dodge City to support our events. In 2017 we continued focusing on a 40 county marketing target to include Western Kansas and Northern Oklahoma. We will continue to expand our reach in the years to come. Digital signage has been obtained in Dodge City, Garden City, Liberal and Woodward in 2015 and will continue to be utilized in 2018. We have worked out a marketing deal with Luminous Neon and obtained a Billboard on Highway 50 in North Dodge City. We will promote shows throughout the year with this billboard.
- Dodge City CVB & Dodge City Area Chamber of Commerce: United Wireless Arena & The Boot Hill Casino Conference Center will work with Dodge City CVB and the Chamber to aggressively seek out new business opportunities utilizing established relationships.
- Governmental agencies: Dodge City has become a regional hub for goods, services, and agencies for Southwest Kansas. United Wireless Arena & The Boot Hill Casino Conference Center will take advantage of previous success and those synergies to attract more government based meetings and trainings. The State of Kansas has held successful meetings at the United Wireless Arena and The Boot Hill Casino Conference Center. This has opened up doors for other state agencies to hold their meetings here. The KRPA (Kansas Recreation and Parks Association) as well as the Kansas Sheriffs Association Conferences were held in 2016.

VenuWorks of Dodge City, LLC 2018 Business Plan

- Book shows, sell tickets: Marketing focus will be in selling more tickets to events in 2018. Through a variety of channels, United Wireless Arena & The Boot Hill Casino Conference Center will work with promoters and pursue minimal risk events to more effectively market shows to the large target area in and around Dodge City. With the population in the region spread over a wide area, it is a challenge to effectively reach potential ticket buyers in the most cost efficient manner. Gathering information on buying habits, listening and reading habits, and the desired entertainment genres of the population will help to make those incoming promoters want to return. Utilizing social media, our website and customer satisfaction surveys will be key to gathering this information. We work with TicketMaster and have improved our abilities through technology improvements and will continue to look at our distribution capabilities to see what we can improve. We will continue our partnership with United Wireless to make tickets accessible in outlying communities including Garden City, Liberal and Greensburg. We will look into expanding that accessibility into more Western Kansas areas. For the Pepe Aguilar show we utilized 5 ticket outlets in Dodge City, Garden City, Great Bend, Liberal and Ulysses. For the Los Tigres show we utilized 3 outlets in the Dodge City, Liberal and Garden City markets. We will continue to look at each show to see if outlets provide a viable option for ticket sales.
- Cater to the local population: We continue to engage the core population base to include them in United Wireless Arena & The Boot Hill Casino Conference Center activities to sustain the pride in their facilities.
- Partnership with Boot Hill Casino & Resort: Throughout 2013, 2014, 2015, 2016 and 2017 United Wireless Arena & The Boot Hill Casino Conference Center has worked with the Casino to attract meetings and concerts/trade shows that benefit both marketing goals and bring more tax dollars to the community. We partnered in 2014 on the Highwaymen Show over Memorial Day weekend and an Elvis show over Labor Day weekend. Both were successful shows. The cooperation relationship continued in 2015 with another Elvis show and VIP parties. In 2016 the Casino agreed to Naming Rights for the Conference Center. Part of this agreement will allow for events to take place in the Conference Center and be hosted by the Casino in an effort to bring more entertainment options to the area. This relationship will continue to be fostered in 2018 and beyond.
- Our partnership with United Wireless was expanded in 2017. The contract for naming rights was set to expire in 2020. United Wireless approached us and proposed expanding the contract to 2026. This partnership remains strong and we hope to keep expanding it through 2018 and beyond.
- Social Media: In addition to our Facebook page, Twitter page, Instagram page, we also launched a mobile app that will allow us to push notifications for show announcements and updates to subscribers of the app. We have also experimented with YouTube advertising for larger shows and hope to master this avenue in 2018.
- In late 2017 and early 2018 the Arena and Conference Center will be revamping our website, making it more user friendly and user attractive. This has been an ongoing process since the launch of the new site in 2014.

VenuWorks of Dodge City, LLC 2018 Business Plan

- In 2015 VenuWorks completed negotiations with several national ticketing companies regarding our national ticketing agreement. The process was very competitive, and ultimately TicketMaster submitted a proposal that surpassed their competitors, and even our own expectations. We were able to secure a deal that will net United Wireless Arena 40% of all service fees and per order processing fees. In addition, there will be no "inside charges" that independent facilities are often forced to pay, and there will be no cost for TicketMaster's world renowned marketing expertise or their Mail Manager System. Corporately, VenuWorks is restructuring to focus more of our efforts on utilizing the market analytics available through TicketMaster. VenuWorks will create the role of Chief Marketing Officer and coordinate resources towards our digital marketing plan, which ultimately will sell more tickets for all of our managed venues.

Perhaps more exciting than the immediate financial impact of our new ticketing agreement, is the opportunity VenuWorks has to partner with Live Nation, the world's largest presenter of live entertainment events. Specifically, in an effort to drive more programming into VenuWorks facilities, Live Nation has committed to the following steps:

- Designate a national point person as the liaison for VenuWorks corporate booking staff.
- Host a bi-weekly conference call for VenuWorks booking staff focused on sharing relative programming information.
- Conduct quarterly meetings, with representation from key Live Nation Market Presidents, to discuss the programming of VenuWorks facilities.
- Host a meeting for VenuWorks executive staff on an annual basis in Los Angeles to review the prior years' programming results and the upcoming year's programming opportunities & strategy. This meeting will include at least one of the Co-Presidents of North American Concerts along with representation from Live Nation's Touring Division.

We are very excited about this partnership and the booking advantage it will provide for each of our managed facilities, regardless of market size. It is an opportunity that is only made possible by bundling the ticketing and booking capacity of all VenuWorks managed facilities, and we are confident it will have a positive financial impact on all of our venues.

Corporately, VenuWorks has initiated a program of regional booking groups that will focus our efforts on buildings with similar scope and geographic locations. United Wireless Arena will be included with similar arenas in an effort to encourage the best possible routing scenarios, and lowest possible artist fees.

Because of this agreement, United Wireless Arena was able to bring the CMT Tour with Thomas Rhett and Brett Eldridge to Dodge City in 2015.

- Third Party Efforts: New Boston Creative Group, a creative marketing group was consulted in 2016 and conducted a Discovery Project to evaluate our current marketing efforts and offer suggestions as to how we can improve our marketing reach. The results of this Project reflected our current efforts well. We will continue in the direction we are heading as a result.

G. MARKETING PLAN

- United Wireless Arena & The Boot Hill Casino Conference Center Advertising:

VenuWorks of Dodge City, LLC 2018 Business Plan

- Along with the Naming Rights agreement with Boot Hill Casino, advertising for certain shows will be included on Casino mailers, website, radio ads, etc. This will allow the Arena to reach a wider population of people when marketing shows.
 - Midwest Meetings Trade publication
 - Venues Today magazine
 - Regional News Papers
 - Regional Radio
 - Oklahoma and Colorado markets as we see our demographics grow there
 - United Wireless Arena Website-updated in 2014. Planned revamp in 2018.
 - Email blasts
 - Facebook/LinkedIn/Twitter/Instagram
 - Mobile App
 - Southwest Kansas Faith and Family
 - Dodge City Chamber Newsletter
 - LEGEND magazine of Southwest Kansas
 - Dodge City Days Guide
 - Pollstar National Magazine
 - Billboard AudArena Guide
 - IAVM Venue Connect Issue
 - Facilities Magazine Super book, Booking Guide and Facilities/Destinations
 - Meetings MidAmerica – Midwest Spotlight
 - ASAE association executives planning guide
 - High Plains Journal weekly magazine
 - Digital Billboards in Garden City, Dodge City, Liberal, Great Bend and Woodward
- Professional Memberships and Networking
 - Maintain professional industry memberships and attend monthly/bi-monthly/quarterly meetings and special events for networking opportunities and industry information. The membership includes the follow:
 - Dodge City Area Chamber of Commerce
 - Dodge City Sports Commission
 - Garden City Chamber of Commerce
 - international Association of Venue Managers (IAVM)
 - International Association of Entertainment Buyers (IEBA)
 - Dodge City Convention and Visitors Bureau
 - Tourism Promotion Area Meetings
- Tactics – Association, Government & Corporate/Social Markets
 - Direct Sales
 - Calls to local, regional, and statewide planners
 - Continue to work with the Dodge City Convention & Visitors Bureau to establish Dodge City as a destination city
 - Work closely with local vendors for referrals
 - Send comprehensive proposals when RFP process has been initiated for conventions working with CVB
 - Track leads using event management system
 - Follow up on all leads using tracking system
 - Follow up with clients after their event to re-book for future years

VenuWorks of Dodge City, LLC 2018 Business Plan

- Network through current clients for additional business
- Review files and lost business for new leads

- Sales Trips
 - Conduct regional sales calls in the following areas
 - Dodge City
 - Garden City
 - Liberal

- Sales Missions
 - Make sales calls to businesses
 - We plan on approaching DC Law sponsors after the new year, once the bad press has died down with their leaving town.
 - Conduct five Site Tours a quarter
 - Self Promote Show opportunities
 - Self Promote summer festivals, home grown events

- Annual Conferences
 - Annual conferences bring increased revenue into the area that supports the local hotels, restaurants, and retail establishments. We will work with groups to establish Dodge City as the Annual conference destination

- Attend the following conferences & events
 - International Association of Venue Managers convention – July 2017/July 2018
 - Pollstar Annual Conference-February 2017/February 2018
 - IAVM-Venue Management School-June 2017/June 2018
 - EAMC-Event Arena Marketing Conference-June 2017/June 2018
 - VenuWorks annual meetings
 - Regional events / festivals

- Sales Objectives
 - Retain and sign current partners and sponsors to reflect 2018 value increases into their new contracts.
 - Pursue new partners and sponsors selling the remaining current inventory and creating new customized packages for larger sponsors.

- Profit Objectives
 - Analyze the true industry value of current inventory and adjust price accordingly.
 - Maintain integrity of inventory value and sell for appropriate price.

- Keys to Success
 - In order to meet the goals outlined in this marketing plan, it is important the marketing strategy does the following:
 - Continue to assess and utilize physical plant and equipment for cost savings
 - Assess current available signage and create attractive packaging to new sponsors and/or up-selling current partners and sponsors.
 - Continue to increase communication with Media to inform them of positive and ongoing projects that will benefit the community and increase the perceived value of both buildings.

VenuWorks of Dodge City, LLC 2018 Business Plan

- Obtain new monies that may be available through local tax revenues to create, support and promote new major events.
 - Work to obtain state grant money availability to be used for needed improvements or promotion.
 - Increase signage, sponsorship, and suite value
- Promotions
- This past year we have had success promoting our buildings through promoter's dollars and thereby creating a strong local media relationship and keeping them informed. We have also found success with promoting specific building events especially at the United Wireless Arena. To communicate clearly with our community and region, it is important that we present a consistent marketing message between the different marketing channels. We will integrate our marketing communication in the following categories:
- Advertising – In tandem with current promoter dollars, we have budgeted advertising dollars to promote the presence of the facilities and to advertise our own specific building events. We will be partnering with print, radio and television and internet on a number of activities.
 - Public Relations and Publicity – More News Releases will be sent on a monthly basis informing the media of how our ongoing activities will impact the guest experience.
 - Direct Marketing – A great deal of effort will come from the facility ticket office. This effort will look into creating a group sales network to inform and encourage spontaneous and easy ticket purchasing for large group companies. We have partnered with United Wireless and have sent out "text blasts" to United Wireless customers to promote special group sales opportunities. The Casino mailers and e-blasts for events are also effective marketing for events.
 - Promotions and Events – Partnering with local Radio and TV has been very limited. In most cases this is due to promoter wishes for concerts. We will attempt to offer the media a reward to their loyal listeners or viewers and will offer free or low package price to bring ticket buyers to our buildings.
 - Marketing Materials – A facility brochure and technical package has been developed for promoters. To better promote the rental of the buildings and to further the updating of our website, we have hired photographers to take specific photos of different concert set ups, sets, rigging, and lighting etc.
 - Online Advertising – We are using our own sites to promote events and offer information. We have advertised events on Facebook, YouTube and Twitter. Working with United Wireless we have pursued a cell phone internet texting opportunity that would promote an event. We have revamped our website with a new look that will make the site more appealing and user friendly. We have also created an App for smartphones that will have the United Wireless Arena at their fingertips.
 - Social Media promotions – We are currently utilizing Facebook and Twitter to hold ticket "giveaways" and foster more community involvement with our events. We have given away meet & greets through Facebook and Twitter and ticket giveaways. We will continue this process in the future, as social media seems to be the best avenue for this type of marketing. Our Facebook page reached 10,000 "Likes" in 2016. That number grew to 13,820 in 2017. We hope to grow that number into 2018.

H. BUSINESS OPERATIONS

VenuWorks has obtained and will continue to maintain all licenses and permits necessary for the management and operation of United Wireless Arena & The Boot Hill Casino Conference Center, subject to the State of Kansas, Ford County, and the City of Dodge City's procedures (as applicable) for the granting of such licenses and permits. In addition, we are responsible for the collection of all revenues and payment of all operating expenses including payment and remittance of applicable sales taxes. United Wireless Arena & The Boot Hill Casino Conference Center maintains three separate commercial bank accounts, one for Operations, one for Box Office sales to hold escrow ticket sales and one for ATM machine transactions. These accounts are in the name of the City of Dodge City and utilize their federal identification number. Signatories include the Executive Director, Director of Finance and Director of Food & Beverage. The City Clerk also is included as a signatory. As appropriate and if available, these accounts are held in commercial interest-bearing money market accounts.

City of Dodge City has authorization at any time to obtain information and records from the bank concerning the above-mentioned accounts. The interest accrued in these accounts is be the revenue of the City of Dodge City and applied towards operation of the facilities.

VenuWorks maintains accounting records relating to United Wireless Arena & The Boot Hill Casino Conference Center using accounting practices in accordance with generally accepted accounting principles consistently applied. We will continue with our internal financial control policies and practices which are in accordance with generally accepted standards in the industry and acceptable to The City of Dodge City. The City of Dodge City has access to all accounting records and supporting documentation relating to the UWA/BHCCC during the term and any renewal term of the contract.

VenuWorks has purchased and continues to maintain adequate commercial general liability insurance including liquor liability insurance (as appropriate), to afford protection from claims arising out of incidents occurring at United Wireless Arena & The Boot Hill Casino Conference Center with limits of liability acceptable to the City of Dodge City and Ford County. VenuWorks also carries adequate workers compensation insurance, automobile liability insurance, umbrella and excess liability insurance, fire and extended insurance coverage for items of personal property, equipment, and fixtures, and crime insurance with limits acceptable to the City of Dodge City and Ford County. VenuWorks also requires event insurance be obtained for all events that are held in the Arena or Conference Center.

We also require subcontractors who perform work or services under this agreement to meet the same insurance requirements as required of VenuWorks. VenuWorks of Dodge City, LLC, the City of Dodge City, Ford County, United Wireless, BHCMC, LLC, their officers and employees will be named as additional insured on VenuWorks' and any subcontractor's policies and certificates of insurance. VenuWorks will also furnish UWA/BHCCC with certificates of insurance and a copy of our policies if requested. All insurance will remain in effect during the life of the contract.

VenuWorks will continue to manage the food and beverage operations in-house at United Wireless Arena & The Boot Hill Casino Conference Center. The philosophy behind this business decision is to maximize the revenue generated from this operation and return it to the facility rather than share it with an outside third party contractor. From a customer service standpoint, managing catering and concessions in-house allows VenuWorks to have much greater control

VenuWorks of Dodge City, LLC 2018 Business Plan

and confidence in the quality of the products being served and in the quality of the service provided by its employees. VenuWorks may partner with 3rd party vendors to enhance operation if warranted.

Published Conference Center/Arena Rack Rates (2018)

	<u>Daily Rates</u>
½ Single	\$125.00
Single Room	\$200.00
Half of Conference Center	\$450.00
¾ Conference Center	\$675.00
Full Conference Center	\$900.00
Executive Meeting Rooms in Arena	
Jack Dalton Room	\$150.00
High Plains Journal Meeting Room	\$150.00
Club/Suite level concourse	\$300.00
Miscellaneous Charges	
Ice Time	\$250.00 per 90-minute use
Move-in Day	\$100.00 in addition to the above listed rent
Move-out Day	\$100.00 in addition to the above listed rent
Extra Hours	\$100.00 per hour
TULIP Insurance (estimate)	\$200.00

Published United Wireless Arena Rack Rates 2018

Arena (Ticketed Event)

Base Rent: \$5,000 minimum vs. 10% of Gross Ticket Sales (whichever is greater) + Reimbursed Event Expenses

Load-In/Load-Out/Rehearsal Days: \$1,500 + Reimbursed Event Expenses

Box Office Fee: \$300 minimum vs. 3% of Gross Ticket Sales

(Gross Ticket Price includes all applicable sales tax, does not include facility fee)

Facility Fee/Parking Fee: \$4.00 per ticket (Will be added to base ticket price)

Arena (Non-Ticketed Event)

Base Rent: \$3,500 per day + Reimbursed Event Expenses

Load-In/Load-Out Days: \$1,000 + Reimbursed Event Expenses

TULIP Insurance: estimate \$200

Box Office Fee: N/A

Facility Fee: N/A

Effective as of 1/1/2017. Prices subject to change without notice.

EQUIPMENT RATE SHEET 2018

10x14 Front Projector or Rear Projector Screen	\$50.00
2K Supertroopers (6 available) (operator separate charge)	\$150.00
Arena Clean Up Fee	\$1,000.00
Arena Set Up/Tear Down Fee (subject to change)	\$1,000.00
Bike Rack 8' Section	\$10.00
Booth 10'x10' W/Pipe and Drape {2} Chairs and {1} 8' Skirted Table (1)-110 v service	\$50.00 per booth
Carpet (per foot)	\$9.00
CD Player	\$25.00
Chairs**	\$1.00
Cocktail Table	\$5.00
Concert Barricade	\$150.00
Concert Stage 4'x8' Sections	\$8.00
Concert Stage 60'x40' Maximum Size	\$400.00
Conference Center Room set up fee**	\$50.00
Curtains Half House Coliseum Only	\$500.00
Dance Floor 30' x 30' Max.	\$200.00
Dry Erase Board	\$10.00
Easel	\$5.00
Flipchart	\$25.00
Flipchart Paper	\$25.00
Fork Lift (operator separate charge)	\$175.00
Hardwire Internet Connection-Arena	\$75.00
Hardwire Internet Connection-Conference Center	\$15.00
High Speed/ Special Drop	\$75.00
Laptop Computer	\$35.00
Laptop Powerpoint Clicker	\$5.00
Linens/Napkins (Black & White-non food event)**	\$2.00
Linens/Napkins (Colored)	\$7.00
Microphone, Hard Wired (with house sound)	\$10.00
Microphone, wireless or lapel (with house sound)	\$10.00
Photocopies	\$0.20 (b&w) \$0.50 (color)
Pipe and Drape- 3' High	\$6.00 per section
Pipe and Drape- 8' High	\$6.00 per section
Podium	\$10.00
Podium with corded microphone	\$20.00

VenuWorks of Dodge City, LLC 2018 Business Plan

2200 Lumen Projector	\$50.00
Projector Screen	\$50.00
Ribbon Board/Ad Panel (operator separate charge)	\$100.00
Riser (per 4' x 8' section)	\$8.00
Sound Board (operator labor extra)	\$50.00
Table 5' Round**	\$5.00
Table 8'**	\$5.00
Table Skirt & Linen (per table)**	\$6.00
Table Skirt 30" (per table)**	\$2.00
Telephone Conference Unit	\$25.00
TV/DVD Player	\$25.00
Video Board no live stream (DVD) (operator separate charge)	\$200.00
Wireless Internet Connection	\$15.00
Wireless Microphone (with house sound)	\$10.00
Changes (made day of event)	\$50.00

*Tables, chairs and room set-up are included in Conference Center room rental rates

*Black or white linens are included in the price of catering for Conference Center

Rates are based on upon equipment ordered and finalized two weeks prior to your event. Additional charges will be applied to equipment/changes ordered the day of your event.

Our facility will set up all equipment rented throughout the United Wireless Arena & The Conference Center;

however it does not include a technician during your event without additional charges.

You are welcome to bring in your own audio/visual equipment for your Conference Center event

Effective 1/1/2015. Prices subject to change without notice

LABOR RATE SHEET

Conversion Supervisor.....	\$16.00 per hour
Conversion Staff.....	\$13.00 per hour
Front of House Staff (ushers, ticket takers, greeters, receptionist).....	\$13.00 per hour
Event Operations (audio/visual techs, general oversight).....	\$16.00 per hour
Event Peer Security (door guards).....	\$16.00 per hour
Contracted Security.....	\$23.00 per hour
Event Custodial Attendants.....	\$13.00 per hour
Event Custodial Supervisors.....	\$16.00 per hour
EMT First Aid Attendants (2 required).....	\$75.00 per hour
Police.....	\$50.00 per hour
Video Display System Producer.....	\$50.00 per hour
Video Display System Control Crew.....	\$35.00 per hour
Video Display System Camera Operators.....	\$35.00 per hour
Electrician.....	\$45.00 per hour
Engineer.....	\$45.00 per hour
Arena House Sound & Lights Operator.....	\$20.00 per hour
Follow Spotlight Operators.....	\$20.00 per hour
Stagehands (Loader, Pusher, General Hand).....	\$24 p/h straight time
Stagehands (Riggers).....	\$44 p/h straight time
Forklift Operator	\$28 p/h straight time
<hr/>	
Coat Check Attendant (1=100 guests)	\$40.00 per event
Bartender.....	\$80.00 per 4 hour Event
Carver Service	\$40.00 per
Cake Service	\$50.00 per event
Hospitality Labor (events less than 25 people).....	\$50.00 per event

As of 1/1/2017. Prices subject to change without notice.

I. Financial Operating Plan

The Financial Operating Plan for 2018 is attached in budget worksheet format. The operating plan encompasses the Business Plan into a financial plan with budget goals for both revenue and expenses.

The 2018 Financial Operating Plan for the year has total operating revenues of \$ 3,059,858 and projected expenses of \$ 3,916,981. This results in a net projected subsidy of (\$857,122). The budget is based on six full years of actual historical performance numbers. The FLSA increase to salaries nationwide will take effect in December 2016 and is reflected in our payroll budget starting 2017. Taken into account are the number of events increasing in 2017, based on the increase in Arena shows in 2015 and 2016. We have also looked at rental prices for rooms and equipment and increased the prices on these items as well. Rental rates have not increased since the Conference Center opened in 2011. We have also taken a look at Catering Menu prices, as costs to purchase the products that we prepare has steadily increased over the years. It is United Wireless Arena & The Boot Hill Casino Conference Center's hope that with these increased number of events and rental rates, incomes will also rise as expenses do. To be conservative we have budgeted according to past event average expense/income numbers. Another issue that has arisen in 2014 and will continue into the future is the increased costs of upkeep of the infrastructure of the building and its equipment, such as HVAC units, lighting issues, ammonia plant and repairs to the ribbon board. A lack of storage in the building has become an issue. The City has approved the use of Capital Improvement money for some of these issues. That Capital Improvement request is also part of the Financial Operating Plan and is attached.

Goals of the Financial Operating Plan

- Maximize revenue from all sources to achieve projected revenues dollars.
- Use every effort to keep expenses under projected expense dollars.
- Host various region academic graduations, religious services, and meetings.
- Work with promoters and national and local agencies to present a minimum of fifteen entertainment events such as family shows, sports shows, comedy shows, concerts, and stage presentations.
- We will continue to look at promoting in-house as necessary to meet the demand for ticketed concert events. We will evaluate and analyze to eliminate as much risk as possible and include the City as part of the decision making process, utilizing the City's "Entertainment Fund".
- Seek out potential "Co-Promoters" to lessen the risk on shows we purchase.
- Increase regional appeal and overall attendance.
- Increase number of conventions held at facility.
- Increase Group Sales for ticketed events
- Increase food and beverage revenues.
- Use technology for cost savings through energy, labor and equipment.

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	<u>Jan - Dec '18</u>
Ordinary Income/Expense	
Income	
5000 · Facility Rent Revenue	256,355.00
5001 · Ticket Revenue/Co-Pro Revenue	1,387,800.00
5002 · Facility Fee/Ticket Rebate	195,350.00
5003 · Ticket Office Revenue	0.00
5004 · Concession Revenue	248,615.00
5005 · Merchandise Revenue	9,650.00
5006 · Catering Revenue	518,252.00
5007 · Reimbursed Event Labor	9,200.00
5008 · Reimbursed Contract Labor	38,000.00
5009 · Reimbursed Expenses	147,450.00
5010 · Reimbursed In-House Equipment	65,000.00
5014 · Reimbursed Insurance Revenue	9,700.00
5012 · Vending Income	0.00
5013 · ATM Revenue	840.00
5015 · Contractual Income	470,615.00
5019 · Interest Income	120.00
5020 · Ice Revenue	33,000.00
5021 · Room Change Charge Revenue	0.00
Total Income	3,389,947.00
Cost of Goods Sold	
50000 · Cost of Goods Sold	247,674.00
Total COGS	247,674.00
Gross Profit	3,142,273.00
Expense	
7000 · Personnel Services	1,601,563.00
8000 · General & Administrative	115,752.00
8030 · Occupancy	637,690.00
8050 · Travel and Motor Vehicle	19,800.00
8060 · Event Expenses	1,308,175.00
8080 · Food & Beverage Expense	55,200.00
8090 · Services/Operations	264,593.00
Total Expense	4,002,773.00
Net Ordinary Income	-860,500.00
Other Income/Expense	
Other Income	
9011 · City Subsidy	860,500.00
Total Other Income	860,500.00
Net Other Income	860,500.00
	0.00

Memorandum

To: County and City Commissioners
From: JD Gilbert, County Administrator
Cherise Tieben, City Manager
Date: September 28, 2017
Subject: Shared Road Agreement
Agenda Item: New Business

Recommendation: Joint staffs request the approval of the Shared Road Agreement.

Background: The City and County have met multiple times historically to resolve issues regarding shared roads. Due to the City limits running down the middle of our border streets, the City maintains one half and the County maintains the other. Generally, we have worked together so that both entities are not having to perform identical work on half of the same street. We have also worked cooperatively over the years to perform larger maintenance projects on these shared roads.

However, a larger issue with the shared border roads, is the fact that we may have two different speed limits – it could be 30 mph on the City side and 55 mph on the County side. Under this agreement, the City will formally annex the other side of the border roads, establish a consistent speed limit and will annex the full road in the future. This should resolve questions regarding speed limit and jurisdictional confusion for accidents, etc.

Additionally, in an effort to be proactive with our infrastructure and the fact that the City has a very limited number of dirt roads within the City Limits and it is difficult to maintain staff with that type of work experience necessary for that type of maintenance and where the County employs multiple staff with significant experience in maintaining dirt roads; the City will agree to take on all the routine maintenance of the asphalt roads, while County staff will maintain the dirt roads within the City limits. Large maintenance projects will continue to be shared and worked through both our normal budgets processes.

Justification: This agreement allows both entities to work together in the most efficient and practical manner to better serve our citizens and resolve confusion over law enforcement matters that citizens may incur.

Financial Considerations: The cost of general maintenance should offset each other through the exchange of responsibilities. Larger future maintenance projects for these areas will still come back before the Commissions either jointly or separately.

Purpose/Mission: We strive to set high performance and service standards set by us and expected by the Community.

Legal Considerations: See attached agreement.

Attachments: Shared Road Agreement

AGREEMENT

THIS AGREEMENT (this “Agreement”) made and entered into on the ___th day of July, 2017, by and between the CITY OF DODGE CITY, KANSAS (DODGE CITY), a municipal corporation, and FORD COUNTY, KANSAS (FORD COUNTY), a governmental entity.

WHEREAS, DODGE CITY and FORD COUNTY maintain and operate multiple shared roads and boundary roads; and

WHEREAS, FORD COUNTY and DODGE CITY desire to simplify the maintenance of said roads as well as the issues related to jurisdiction and law enforcement of those roads; and

WHEREAS, DODGE CITY and FORD COUNTY have identified the shared roads and certain boundary roads for which the parties desire to address these issues..

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. IDENTIFICATION OF ROADS. FORD COUNTY and DODGE CITY have identified the boundary roads and shared roads that are the subject of this Agreement in Exhibit A attached hereto.

2. ANNEXATION. DODGE CITY shall take the necessary prepare and complete those actions necessary to annex the right-of-way (ROW) of each of the roadways identified in Exhibit A. The annexation of said roadways is anticipated to be completed no later than September 1, 2017. At any point in time when additional annexation of real property causes DODGE CITY’s city limit to include real property on both sides of a roadway listed on Exhibit A, then that portion of said roadway will be considered deleted from Exhibit A for all purposes stated herein. The parties agree that in any future annexations by DODGE CITY the parties will avoid partial annexation of any roadway, and that annexations of roadways will result in the annexed roadway being listed on either Exhibit A or Exhibit B.

3. NORMAL MAINTENANCE-CITY. DODGE CITY will provide day-to-day maintenance of the paved roads and ROWs identified in Exhibit A, attached hereto and incorporated herein by reference. Day-to-day maintenance, as contemplated in this Agreement, will include but not be limited to, patching of potholes, maintenance and replacement of pavement marking, placement and maintenance of traffic signage, and snow removal.

4. MAJOR MAINTENANCE. When it is determined by DODGE CITY and FORD COUNTY that major maintenance must be performed on one (1) or more of the roadways listed in Exhibit A, FORD COUNTY and DODGE CITY will each pay one-half (1/2) of the cost of said major maintenance project. Major maintenance projects will include, but not be limited to, overlays, mill and overlays, adding shoulder pavement, and drainage structure improvements.

5. RECONSTRUCTION AND MODIFICATION. When it is determined by DODGE CITY and FORD COUNTY that a total reconstruction or major modification is required on one or more of the roadways listed in Exhibit A, the Parties to this Agreement will each pay for one-half (1/2) of the total cost of said total reconstruction or major modification (this total cost will include, but not be limited to design expense).

6. NORMAL MAINTENANCE-COUNTY. FORD COUNTY will provide day-to-day maintenance of DODGE CITY's unimproved roadways as listed in Exhibit B, which is attached hereto and incorporated herein by reference. Said day-to-day maintenance will include but not be limited to blading the gravel surface after precipitation events or as needed, adding gravel to provide sufficient cover, filling potholes, grading ditches, snow removal, and cleaning side road entrance pipes. This maintenance will also include those items necessary to maintain the generally accepted level of usage for such a roadway by the general public. Any roadway listed on Exhibit B that is subsequently improved to a gravel surface or better, shall be deleted from the list of roadways included on Exhibit B and said roadway will no longer be subject to this Agreement.

7. TERM. The term of this Agreement shall begin on the date of approval by both Parties, and end on December 31, 2017. Thereafter, the term of this Agreement shall automatically renew for annual terms from January 1 to December 31 off each subsequent year, unless this Agreement is terminated by either party, by giving written notice as provided in Section 8 below.

8. TERMINATION. Either PARTY may terminate this Agreement, for any reason, effective the first day of January of any subsequent year by providing the OTHER PARTY written notice of termination no later than July 1 of the year preceding the intended termination. .

9. ANNUAL MEETING. The Parties will meet in March of each year to review this Agreement and the lists of roads subject to this Agreement.

9. SEVERABILITY. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

10. GOVERNING LAW. In the event of any dispute arising under this Agreement, it is agreed between the parties that the law of the State of Kansas will govern the interpretation, validity and effect of this contract.

11. DEFAULT. Should a party fail to meet its obligations under this Agreement, the other party shall give written notice of default. Should the defaulting party fail to cure the default within thirty (30) days of the notice, the non-defaulting party may declare this Agreement to be immediately terminated by serving a written notice of termination on the other party.

12. EFFECTIVE DATE. This Agreement shall take effect upon its approval by the governing bodies of the parties.

13. GENERAL COVENANTS.

(a) All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

(1) If to DODGE CITY: Dodge City City Manager
806 N. Second Avenue
PO Box 880
Dodge City, Kansas 67801

(2) If to FORD COUNTY: Ford County Commission Chair
100 Gunsmoke
Dodge City, Kansas 67801

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

(b) This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.

(c) This Agreement may be amended, changed, or modified, only upon the written consent of the parties.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing bodies of the parties.

(e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

14. AUTHORITY. By signing below, the signatories certify that they have the authority to sign on behalf of and bind the entity indicated.

IN WITNESS WHEREOF, the parties hereto have approved and signed this Agreement the day and year indicated below.

CITY OF DODGE CITY, KANSAS

Date

By _____
RICK SOWER, Mayor

ATTEST:

Nannette Pogue, City Clerk

FORD COUNTY COMMISSION

Date

By _____
SHAWN TASSET, Chair

ATTEST:

Debbie Cox, County Clerk

EXHIBIT A

SHARED OR BOUNDARY ROADS TO BE ANNEXED BY THE CITY

Roadway	Start	Limits End
Minneola Rd.	S. City Limits	Beeson Rd.
Beeson Rd.	Minneola Rd	Red Ave.
Ave. P	Military Ave.	US 50
Ave. A	590 ft. south of St. Joseph St.	St. Joseph St.
Ave. A	Canterbury Rd	Iron Rd
N. 14th Ave./110 Rd.	Horseshoe Rd	1,320 ft. south of Iron Rd
Matt Down Ln.	S. Edge of Maple Grove West Cemetery	Memory Ln.
Matt Down Ln.	At Bob's Pawn Shop	
Wyatt Earp Blvd.	Matt Down Ln.	1,640 ft. west of Matt Down Ln.
Matt Down Ln.	Wyatt Earp Blvd	Park St.
Beeson Rd.	Bridge west of Virginia St.	109 Rd.
14th Ave.	US 56/283	Merrit Rd.

EXHIBIT B

UNIMPROVED CITY-OWNED ROADS TO BE MAINTAINED BY THE COUNTY

Roadway	Limits		Length, ft.
	Start	End	
Virginia St.	Beeson Rd.	McArtor Rd.	1,915
May Dr.	Beeson Rd.	McArtor Rd.	1,440
May St.	McArtor Rd.	South 335 ft.	335
Kansas Ave.	Colorado Dr.	Missouri Dr.	600
Missouri Dr.	McArtor Rd.	Oklahoma Ave.	1,330
Oklahoma Ave.	Colorado Dr.	S. 14th Ave.	950
Colorado Dr.	Oklahoma Ave.	South 230 ft.	230
Irene St.	Rath Ave.	Minneola Rd.	630
Lighter Ave.	Wilroads Garden Rd.	Jones St.	1,120
Jones St.	Lighter Ave.	Cecil Ave.	440
Cecil Ave.	Wilroads Garden Rd.	Beeson Rd.	1,205
Trent St.	Cecil Ave.	West 150 ft.	150
Cherry St.	Minneola Rd.	Water Sports Campground	470
Rd. 404	1,365 ft. S. of Trail St.	South End of Road	520
McCautland Rd. #2	Trail St.	City Limits (1,410 ft. South)	1,410
Algrim Ct.	Elm St.	North 270 ft.	270
Joel Ave.	Ave. A	William St.	2,355
Canterbury Rd.	Ave. A	Joel Ave.	500
Anna Ave.	Ross Blvd	Louise Ave.	610
Louise Ave.	Anna Ave.	North End	1,250
Westlawn Dr.	Division St.	Linn St. Extended	660
Gardner Ave.	Division St.	North 980 ft.	980
Total			19,370
			3.67
			feet miles