

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, April 2, 2018

7:00 p.m.

MEETING #5094

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION BY** Lieutenant Enrique Coreano

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Autism Awareness and Acceptance Month Proclamation

National Public Safety Telecommunicator's Week Proclamation

Child Abuse Awareness Month Proclamation

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, March 19, 2018;
2. Appropriation Ordinance No. 7, April 2, 2018;
3. Cereal Malt Beverage License:
  - a. Dodge City A's, Cavalier Field, San Jose Drive,
  - b. Kwik Shop, 1811 Central Avenue,
  - c. Kwik Shop, 1500 W. Wyatt Earp Blvd.,
4. Approval of Change Order No. 1 for Asphalt Street Projects.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2018-07:** A Resolution Determining the Intent of the City of Dodge City, Kansas, to Issue its Industrial Revenue Bonds in One or More Series in the Aggregate Amount

Not to Exceed \$8,000,000 to Finance the Costs of Acquiring, Constructing and Equipping a Commercial Project for the Benefit of Sutherlands High Plains, LLC, or its Successors and Assigns. Report by City Manager, Cherise Tieben.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

- 1 . Approval of Wald Contract. Report by Fire Chief, Robert Heinz.
- 2 . Approval of Second Amendment to the Sutherlands Development Agreement. Report by City Manager, Cherise Tieben
- 3 . Approval of Dodge City Family YMCA changes on Fees and Programs. Report by Jackie Reagan.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **PROCLAMATION**

**WHEREAS, the City of Dodge City is a community of resilience, compassion and dedication towards being a wonderful place to live and raise a family; and**

**WHEREAS, the prevalence of Autism Spectrum Disorder has risen to 1 in every 68 American children; The CDC confirms the prevalence of autism spectrum disorders in the United States has increased 119.4% from 2000 through 2010. The United States Dept. of Health and Human Services estimates 21.8 % of households with children have at least one child with special health care needs; and 35% of young adults ages 19-23 of young adults with Autism have not had a job or received postgraduate education after leaving high school. In June 2014 only 19.3% of individuals with disabilities in the U.S. were participating in the labor force.**

**WHEREAS, Autism knows no racial, ethnic, or social boundaries; family income levels; lifestyle choices; or educational levels and can affect any family and any child. Since 1987 Kansas families' medical professionals, educators and specialized providers have been and continue to improve the lifelong services of children and adults with autism spectrum disorder; and**

**WHEREAS, the state of Kansas and the City of Dodge City supports increasing awareness and acceptance, prioritizing the best possible outcomes and quality of life for individuals with autism spectrum disorder throughout the great state of Kansas and the City of Dodge City, Kansas and**

**WHEREAS, we recognize the possibilities and abilities of individuals and families with autism spectrum disorder and developmental disabilities and proclaim we are committed to improving the lives of Kansans;**

**NOW, THEREFORE, I \_\_\_\_\_, Mayor of the City of Dodge City, Kansas, do hereby proclaim APRIL, 2018, as Autism Awareness and Acceptance Month.**

\_\_\_\_\_  
Mayor

**SEAL**

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

**Proclamation**

**National Public Safety Telecommunicator's Week**

**April 8-14, 2018**

Whereas emergencies can occur at anytime that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Ford County/Dodge City Emergency Communications Center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

Whereas Public Safety Telecommunicators of the Ford County/Dodge City Emergency Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore Be It Resolved that City Commissioners of Dodge City declare the week of April 8 through 14, 2018 to be National Public Safety Telecommunicator's Week in Dodge City, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018

Mayor \_\_\_\_\_  
Dodge City, Kansas

Seal

## CHILD ABUSE PREVENTION MONTH 2018 PROCLAMATION

**WHEREAS**, children are key to the state's future success, prosperity and equality of life and, while children are our most valuable resource, they are also our most vulnerable; and

**WHEREAS**, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

**WHEREAS**, child abuse and neglect can be prevented by supporting and strengthening Kansas' families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

**WHEREAS**, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

**WHEREAS**, by providing a safe, stable and nurturing relationships for our children to grow, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping secure the future of this state and nation;

**THEREFORE**, I, Kent Smoll, Mayor of Dodge City, Kansas, do hereby proclaim April 2018 as Child Abuse Prevention Month.

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Mayor

SEAL

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, March 19, 2018

7:00 p.m.

MEETING #5093

## **CALL TO ORDER**

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

**INVOCATION** by Chaplain D. Shawn Fletcher

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Juan Baez and Amy Falcon representing the Problem Gambling Task Force presented the Problem Gambling Awareness Proclamation. Mayor Kent Smoll proclaimed the month of March as Problem Gambling Awareness Month

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, March 5, 2018;
2. Appropriation Ordinance No. 6, March 19, 2018;
3. Cereal Malt Beverage License:
  - a. El Korita Restaurant, 2100 W. Wyatt Earp Blvd.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 3-0.

## **ORDINANCES & RESOLUTIONS**

Commissioner Kent Smoll moved to amend the agenda by adding Ordinance No. 3682. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

**Resolution No. 2018-01:** A Resolution Establishing Fees and Rates for Water Utility Service for the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

**Resolution No. 2018-02:** A Resolution Establishing Fees and Rates for Sanitary Sewer Service for the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

**Resolution No. 2018-03:** A Resolution Establishing Fees and Rates for Solid Waste Collection Service in the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

**Resolution No. 2018-04:** A Resolution Establishing Fees and Rates for Storm Water Utility Service for the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

**Resolution No. 2018-05:** A Resolution of the City of Dodge City, Kansas Providing for Notice of a Public Hearing Concerning the Adoption of a Star Bond Project Plan Pursuant to K.S.A. 12-17,160 et seq., as Amended was approved on a motion by Commissioner Brian Delzeit. Commissioner Rick Sowers seconded the motion. The motion carried 3-0.

**Resolution No. 2018-06:** A Resolution Indicating the Intent of the Governing Body of the City of Dodge City, Kansas to Annex Certain Land Pursuant to K.S.A. § 12-520(a)(4) and 12-520a was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

**Ordinance No. 3682:** An Ordinance of the Governing Body of the City of Dodge City, Kansas amending Ordinance No. 3636 of the City of Dodge City, Kansas was approved on a motion by Commissioners Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

#### **NEW BUSINESS**

Commissioner Brian Delzeit moved to appoint Debby Eddy to the Dodge City Public Library Board. Commissioner Rick Sowers seconded the motion. The motion carried 3-0.

#### **OTHER BUSINESS**

Abby Martin, Public Information Specialist

- Shared an invitation to the ribbon cutting for the Warrior Bio Gas Project to be held April 14<sup>th</sup> starting at 10:30. This will start at the Bio Gas Plant south of town and continue at Boot Hill. The public is invited.

Commissioner Rick Sowers

Commissioner Brian Delzeit

- Commented and thanked the Problem Gambling Task Force for bringing the proclamation to the Commission. He knows how difficult it is to step up and ask for help

- when you need it. There are outstanding people in the area to help. So he encourages anyone who needs help to ask for it, the help is there.

Mayor, Kent Smoll

- Asked about the status of the Bio Gas Plant
- Attended the escape room at the Dodge City Public Library last weekend. It was a lot of fun and a great learning experience for the kids.

**ADJOURNMENT**

The meeting was adjourned on a motion by Commissioner Rick Sowers, seconded by Commissioner Brian Delzeit. The motion carried 3-0.

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Mayor

ATTEST:

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City Clerk, Nannette Pogue

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of Dodge City

## SECTION 1 – LICENSE TYPE

Check One:  New License  Renew License  Special Event Permit

Check One:

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

## SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-208686268-F01

I have registered as an Alcohol Dealer with the TTB.  Yes (required for new application)

Name of Corporation Dodge City Athletics Baseball Association		Principal Place of Business 1715 Central Avenue	
Corporation Street Address 1715 Central Avenue		Corporation City Dodge City	State Kansas
		Zip Code 67801	
Date of Incorporation April 2, 2007	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Glenn I. Kerbs	Phone No. (620) 225-0238		
Residence Street Address 116 Carefree Lane	City Dodge City	State Kansas	Zip Code 67801

## SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Dodge City A's	Name Dodge City A's
Business Location Address Cavaller Field, San Jose Drive	Address P.O. Box 1473
City Dodge City	City Dodge City
State Kansas	State Kansas
Zip 67801	Zip 67801
Business Phone No.	<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s)	

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

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

Name Glenn I. Kerbs	Position President	Date of Birth 08-30-1955
Residence Street Address 116 Carefree Lane	City Dodge City	State Kansas
	Zip Code 67801	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name Charles D. Konrade	Position Secretary/Treasurer	Date of Birth 06-01-1957
Residence Street Address 10278 129 Road	City Spearville	State Kansas
	Zip Code 67876	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	
Name Ruby Beatty	Position Director	Date of Birth 10-28-1948
Residence Street Address 800 Overhill	City Dodge City	State Kansas
	Zip Code 67801	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of DODGE CITY

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

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 00486112339F01			
Name of Corporation Kwik Shop, Inc.	Principal Place of Business		
Corporation Street Address 734 East 4th	Corporation City Hutchinson	State KS	Zip Code 67501
Date of Incorporation 04/01/1960	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name	Phone No.		
Residence Street Address	City	State	Zip Code

SECTION 3 – LICENSED PREMISE			
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)	
DBA Name Kwik Shop #762		Name Kroger-RASC-Business License	
Business Location Address 1811 Central		Address 2620 Elm Hill Pike, P.O. Box 305103	
City Dodge City	State KS	City Nashville	State TN
Zip 67801	Zip 67801	Zip 37230-5103	Zip 37230-5103
Business Phone No. 620-227-8871		<input checked="" type="checkbox"/> Applicant owns the proposed business or special event location. <input type="checkbox"/> Applicant does not own the proposed business or event location.	
Business Location Owner Name(s) Testimonial Trust/Melba Swaim - 114 Carefree Lane - Dodge City, KS 67801			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name The Kroger Co.	Position		Date of Birth
Residence Street Address 1014 Vine Street	City Cincinnati	State OH	Zip Code 45207
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of DODGE CITY

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

<b>SECTION 2 – APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): 00486112339F01			
Name of Corporation Kwik Shop, Inc.		Principal Place of Business	
Corporation Street Address 734 Eat 4th		Corporation City Hutchinson	State KS Zip Code 67501
Date of Incorporation 04/01/1960	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name		Phone No.	
Residence Street Address		City	State Zip Code

<b>SECTION 3 – LICENSED PREMISE</b>			
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)	
DBA Name Kwik Shop 703		Name Kroger-RASC-Business License	
Business Location Address 1500 W Wyatt Earp		Address 2620 Elm Hill Pike, P.O. Box 305103	
City Dodge City, KS 67801	State	City Nashville	State TN Zip 37230-5103
Business Phone No. 620-669-8504		<input checked="" type="checkbox"/> Applicant owns the proposed business or special event location. <input type="checkbox"/> Applicant does not own the proposed business or event location.	
Business Location Owner Name(s) Dillon Real Estate-Hutchinson, KS			

<b>SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name KROGER COPORATION		Position	
Residence Street Address 1014 VINE STREET		City CINCINNATI	State OH Zip Code 45207
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, Director of Engineering  
Services*  
*Date: March 22, 2018*  
*Subject: Asphalt Street Projects  
(ST 1704)*  
*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Change Order No. 1 for Asphalt Street Projects.

**Background:** Asphalt Street Projects was approved on June 19, 2017.

**Justification:** Base Bid -

Sub-Grade Repair — This item was deleted from the contract. We did not encounter any sub-grade that needed to be repaired in the base bid of the project.

4” HMA Base Course— There was an underrun of 15 Ton of 4” HMA Base Course. The reason for the underrun is due to the over estimation of the quantity needed during design.

2” HMA Surface Course— There was an overrun of 24 Ton of 2” HMA Surface Course. The reason for the overrun is due to a difference between theoretical volumes and actual volumes measured and placed in the field.

Remove/Replace Curb and Gutter — There was an overrun of 4 L.F. of Rem./Repl. Curb & Gutter. The reason for the overrun was due to decisions made in the field during construction to remove and replace curb and gutter to either a full or half joint.

6” Fly Ash Sub-Grade Treatment – This is a new addition to bid items on the project. After the project was bid it was determined that fly-ash treatment of the sub-grade was omitted from the bid. It was included in the plans and specifications. The unit price given by the contractor was consistent with past prices for this work.

Bid Alternate -

2 ½” HMA Surface Course — There was an overrun of 11 Tons of 2 ½” HMA Surface Course. The reason for the overrun is due to a difference between theoretical volumes and actual volumes measured and placed in the field.

Water Valve Adjustment - This item was deleted from the contract. The contractor was able to place the pavement on Layton St. without adjusting the existing water valve box.

Manhole Adjustment - This item was deleted from the contract. The contractor was able to place the pavement on Layton St. without adjusting the existing manholes.

Sub-Grade Repair — This item was added to the project for Layton St. The area along the north curb line was deteriorated beyond repair once the 2 ½” of surface asphalt was milled off. The Milling Machine actually fell through the pavement during the milling operation. This area had to be excavated and compacted back to grade in lifts.

Crushed Concrete Fill — This item was added to the project for Layton St. and coincides with the sub-grade repair. Some additional material was needed to stabilize the worst of the unstable areas, staff and the contractor agreed to use crushed concrete.

4” Asphalt Mill — This item was added to the project for Layton St. and coincides with the subgrade repair. The base course of asphalt had to be removed where the milling machine fell through and the sub-grade needed to be repaired.

4” HMA — This item was added to the project for Layton St. and coincides with the subgrade repair. The extra tonnage was required to cover the areas where the sub-grade had been repaired or reworked. The contractor agreed to the same unit price for this item as he bid in the base bid.

**Financial Considerations:** Change Order No. 1 is for an increase of \$ 31,813.75.

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

**Legal Considerations:** N/A

**Attachments:** Change Order No. 1

## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: March 28, 2018*  
*Subject: Intent to Issue IRB's Sutherlands*  
*Agenda Item: Resolution 2018-07*

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**Recommendation:** Staff recommends approval of Resolution 2018-07.

**Background:** IRB's are an economic development tool that is statutorily permitted to provide funds to pay the costs of acquisition, construction and equipping a commercial business. They are special revenue bonds. Businesses typically utilize IRB's for the sales tax exemption of materials and equipment or other favorable tax and financing issues. The first step in this process is to issue a letter of intent for the City to issue IRB's. The next step will be an Ordinance approved by the Governing Body to issue these bonds. When the bonds are issued by the City a lease will be entered into between the City and Sutherlands for the final amount of the bonds issued. The lease proceeds will be used to repay the revenue bonds.

**Justification:** In accordance with the Sutherlands Development Agreement, we agreed to issue IRB's on behalf of Sutherlands for the cost of construction materials, furniture, fixtures and equipment for the facility.

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

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

**Legal Considerations:** The Resolution of Intent was prepared by the City's bond counsel, Gilmore & Bell.

**Attachments:** Resolution 2018-07

**RESOLUTION NO. 2018-07**

**RESOLUTION DETERMINING THE INTENT OF THE CITY OF DODGE CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES IN THE AGGREGATE AMOUNT NOT TO EXCEED \$8,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF SUTHERLANDS HIGH PLAINS, LLC, OR ITS SUCCESSORS AND ASSIGNS**

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

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

**WHEREAS**, Sutherlands High Plains, LLC is requesting that the City finance the cost of acquiring, constructing and equipping an approximately 75,000 retail store and an approximately 35,000 garden center to be located generally at 1510 Soule Street in the City (collectively, the “Project”) through the issuance of its industrial revenue bonds in the approximate principal amount of \$8,000,000, and to lease the Project to Sutherlands High Plains, LLC, a Kansas limited liability company, or its successors and assigns (collectively, the “Company”) in accordance with the Act; and

**WHEREAS**, the City and Company entered into the Sutherlands Development Agreement dated July 6, 2017, as amended by a First Amendment to Sutherlands Development Agreement dated March 5, 2018 (collectively the “Development Agreement”): and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of industrial revenue bonds under the Act in the approximate principal amount of \$8,000,000, said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

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

**Section 2. Intent to Issue Bonds.** The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of industrial revenue bonds of the City in the approximate principal amount of \$8,000,000 to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its industrial revenue bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

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

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

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

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

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

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

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

**Section 10. Approval of Second Amendment of Development Agreement.** The City and Company have agreed to amend the Development Agreement to extend the Closing to no later than April 30, 2018 by a Second Amendment to Sutherlands Development Agreement (the "Second Amendment"). The Mayor and the Clerk of the City are hereby authorized and directed to execute the Second Amendment for and on behalf of and as the act and deed of the City and to execute such other documents, certificates and instruments as may be necessary in connection with Second Amendment.

**Section 11. Further Action.** Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

**Section 12. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** this 2nd day of April, 2018.

**CITY OF DODGE CITY, KANSAS**

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

[SEAL]

ATTEST:

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



Dodge City  
Fire  
Department

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## Memorandum

*To: Cherise Tieben, City Manager  
City Commissioners*  
*From: Robert Heinz, Fire Chief*  
*Date: April 2, 2018*  
*Subject: Fireworks Contract*  
*Agenda Item: New Business*

**Recommendation:** Staff requests Commission approval to enter into contract with Wald's All American Display Fireworks in the amount of \$25,000 for the 4<sup>th</sup> fireworks show. The contract for 2018 allows for a rescheduled date within a 3 month period of the original showing.

**Background:** Wald's has provided all of the fireworks shows for the Old Dodge City event since we first started in 1998 with this being the 21<sup>st</sup> year. They have provided well designed shows, choreographed with music that has developed Dodge City's reputation as a premier show in the state.

Again this year the 4<sup>th</sup> committee is working to coordinate with other agencies and organizations to promote activities planned for the day and then culminate with the fireworks show at 10pm that night. The show will be shot from Morgan Blvd and USD 443 will allow us to use Memorial Stadium for spectator viewing.

**Justification:** The Dodge City show is the largest display in western Kansas and local response is overwhelmingly positive. This show draws people into the community from all around the area and several thousand people line the streets and parking areas around north Dodge to view the display.

Wald's has provided excellent service and quality displays for the event since its inception. The planning committee has met and recommends to continue contracting with Wald for the display.

**Financial Considerations:** The contract for the show is \$25,000. Of the total expense, the City covers \$5,000 from the Non-Departmental budget. The remainder is raised by the local fireworks committee through corporate and individual sponsors. The committee

is already working towards that goal and is sending out solicitation letters. The group has also developed some additional fund raising strategies to support the program.

**Purpose/Mission:** The City's support of this program is consistent with the mission of the City to improve quality of life as it enhances a community wide event celebrating our history and providing entertainment for our citizens.

**Legal Considerations:** Liability issues with this activity are covered by Wald & Co. through a certificate of insurance with coverage limit of \$5,000,000 for public liability and property damage.

**Attachments:** Wald Contract.

# Wald & CO., Inc. d/b/a All American Display Fireworks

PO Box 319, Greenwood, Missouri 64034-0319

Phone: 816-537-7400 Fax: 816-537-7270 E-mail: sales@waldfireworks.com

This agreement entered into this February 2, 2018 by and between Wald & Co., Inc. of Greenwood, Missouri, doing business as All American Display Fireworks, (hereinafter referred to as "**All American**") party of the first part, and City of Dodge City (hereinafter referred to as "**Customer**") party of the second part, City of Dodge City, State of Kansas.

WITNESSED: **All American**, for and in consideration of the sum of one dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and of terms and conditions hereinafter set forth, agrees to furnish Customer As Proposal Dated: 2/1/2018 fireworks display in accordance with the program agreed upon and approved by the parties hereto and made a part of this agreement hereof, (hereinafter referred to as "**Display**") with said **Display** to be performed on Wednesday, July 04, 2018.

**All American** agrees to provide services and deliver fireworks as proposed. **All American** reserves the right to make necessary Substitutions with product equal to or greater in value.

**All American** will submit application(s) for approval of permit(s) for the **Display** and any rescheduled date from the Authority Having Jurisdiction (hereinafter referred to as "AHJ"), refusal of the AHJ to approve permit(s) will not constitute a breach of contract on **All American**. If Marine approval is required, Customer must submit application to appropriate authority no later than 90/45 days prior to display date.

**Customer** shall:

1. Furnish sufficient minimum secured safety distances in the judgment of **All American** for proper shooting of **Display**.
2. Provide necessary police protection and/or adequate security and a method to maintain and assure that spectators not go past the minimum Secured safety distances determined by **All American**. Cancellation or postponement of **Display** due to breach of said minimum secured Safety distances does not constitute a breach of this agreement by **All American**.
3. Provide other reasonable safeguards and precautions as **All American** directs or deems necessary
4. Provide unobstructed and safe access to the display site/fall out zone, as **All American** deems necessary. If set up is delayed or **Display** is postponed or cancelled due to **Customer** not providing unobstructed and safe access to the display site/fall out zone, it will not constitute a breach of this agreement by **All American**. **Customer** will be responsible for any and all additional costs associated with the unobstructed and safe access for set up.
5. Provide fire protection as **All American** deems necessary
6. If program is delayed one or more nights and set up will remain intact, **Customer** shall provide 24-Hour security for the display site at no Cost to **All American**. If **Customer** fails to provide such security, **Customer** agrees to reimburse **All American** for any and all costs Associated in acquiring the security of the material and display site.
7. Contact the Greenwood office for approval of any changes in site location or site access. **Customer** acknowledges that all changes must be Approved by **All American** and the permit issuing **AHJ**. Failure to obtain approval from the **AHJ** will not constitute a breach of this agreement by **All American** and **Customer** will be responsible for the total sum of the agreement
8. **Customer** will inspect and clean up debris in the fallout zone of the shoot site the day following display date for any Material/debris that may have been missed during the night search by **Wald pyro crew**.
9. **Customer** will provide written approval of all landowners for the use of this area as the Display site. **Customer** will also notify any Homes Association or neighborhood resident/group if required by local regulations
10. **Customer** will provide any audio/sound system that may be required as part of the display program.

## Insurance

**All American** will provide the **Customer** with a \$5,000,000 Certificate of Insurance covering Public Liability and Property Damage For **Display**. **Customer** will be included as additional insured and agrees to provide a complete list of all additional insureds to be Named on the certificate. By signing contract, **Customer** accepts all insurances provided by **All American**. If **Customer** requires An Accord, the **Customer** will be responsible for all costs associated with this request.

**Cancellation Without Rescheduling**

If **Customer** cancels the **Display** and the program will not be rescheduled, the following cancellation terms will apply:

- **Time of signing contract to 31 days prior to display date: Cancellation Fee is 50% of contract price**
- **30 days to 15 days prior to display date: Cancellation Fee is 75% of contract price**
- **14 days to display date: Cancellation Fee is 100% of contract price**

**Rescheduling**    **Date must be mutually agreed upon by Customer and Wald's. Date must be within three months of original display date**

If **Customer** cancels and reschedules the **Display** at any time prior to or on the display date, **Customer** agrees to pay the total sum of this agreement/proposal, plus a production fee for all applicable tech fees, delivery and permit fees. This production fee will be determined by Wald's and submitted to the **Customer** for payment.

**Customer** must notify **All American** at least 30 days in advance of proposed rescheduled date.

Rescheduled **Display** date and location must be mutually agreed upon by **All American** and **Customer**. If the rescheduled date falls within the 30 days following original **Display** date, the 30-day notice can be suspended, but The new date and location must be mutually agreed upon by **All American** and **Customer**. Any display date other Than the original scheduled **Display** date is considered rescheduling.

If "See Proposal" is noted, **Customer** must refer to the proposal for all any additional cancellation/postponement requirements.

**Payment**

It is further agreed and understood that the **Customer** will pay **All American** the total sum of \$ 25,000.00 for the

**Display** as follows: Balance due in full by 7-10-18

**Customer agrees to pay one and one half percent (1.5%) interest charged per month on unpaid accounts after one day from noted payment due date and Customer agrees to pay all fees necessary to collect balance due, in addition to any and all attorney fees. All accounts 30 days past due will be automatically turned in for collection.**

It is further agreed that nothing in this Agreement between **Customer** and **All American**, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts, and obligations and neither party shall be responsible for any agreements, proposal or addendum not set forth in this Agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this agreement which is binding upon the parties, their heirs, executors, administrators, successors, assigns, and agents; as well as terms and conditions further set forth by **All American**. **Customer** will reimburse Wald's for any and all costs included but not limited to administrative and attorney fees related to any and all disputes, controversies, actions, claims and/or proceedings arising under, out of, in connection, or relating to the terms of this contract.

IN WITNESS WHEREOF, we hereto, set our hands and seals to duplicate copies hereof this the 2 OF FEBRUARY 2018

WALD & CO., INC./ALL AMERICAN DISPLAY FIREWORKS

CUSTOMER

BY: Charles Wald  
Print Name of Authorized Agent

BY: Robert Heinz  
Print Name of Authorized Agent

SIGN: \_\_\_\_\_  
Signature of Authorized Agent

SIGN: [Signature]  
Signature of Authorized Agent

**This agreement subject to acceptance by All American (Wald & Co., Inc.) at its main office at Greenwood, Missouri. IMPORTANT: Place authorized signature on original (white) and return to All American Display Fireworks by return mail. Retain duplicate (yellow) copy for your files.**

## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: March 28, 2018*  
*Subject: Sutherlands Project*  
*Agenda Item: Second Amendment to the  
Sutherlands Development  
Agreement*

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**Recommendation:** Staff recommends approval of the Second Amendment to Sutherlands Development Agreement.

**Background:** As I am sure you recall, we entered into the original Development Agreement last year and on February 5, 2018 approved the First Amendment. Sutherlands have recently settled on a general contractor for their project and once we complete a few more minor details, we will move to close on the property immediately thereafter. The details include such items as approving the plans to the reasonable satisfaction of Sutherlands and the mutual agreement on the coordination of infrastructure extensions. We anticipate closing in the next few weeks. However, the deadline as established in the First Amendment was March 31, 2018. The amendment moves the deadline to an outside date of April 30, 2018, which all parties agreed should be sufficient time.

**Justification:** We believe that we will close in the next couple of weeks, but Sutherlands was confident that it could occur prior to April 30<sup>th</sup>.

**Financial Considerations:** None

**Purpose/Mission:** Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

**Legal Considerations:** The document was prepared by our STAR Bond legal counsel and simply extends our opportunity to complete our conditions for closing.

**Attachments:** Second Amendment to Sutherlands Development Agreement

**SECOND AMENDMENT TO SUTHERLANDS  
DEVELOPMENT AGREEMENT**

**THIS SECOND AMENDMENT TO SUTHERLANDS DEVELOPMENT AGREEMENT** (the "Amendment") is made as of March 30, 2018, by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "City") and **SUTHERLANDS HIGH PLAINS, LLC**, a Kansas limited liability company ("Developer").

**RECITALS:**

A. The City and Developer entered into that certain Sutherlands Development Agreement dated as of July 6, 2017 (the "Original Agreement"). On March 5, 2018, the City and Sutherlands entered into that certain First Amendment to Sutherlands Development Agreement (the "First Amendment"). All capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Original Agreement, as amended by the First Amendment.

B. The City owns certain real property situated in Ford County, Kansas as shown on the map attached to the Original Agreement, as amended by the First Amendment, as Exhibit A-1 and legally described on Exhibit A-2 attached thereto (the "Site").

C. Among other things, the First Amendment extended the Outside Date for the Closing until March 31, 2018, but the parties now desire to further extend such Outside Date.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Sutherlands Development Agreement as follows:

1. **Nature of the Second Amendment.** In connection with this Second Amendment to Sutherlands Development Agreement, the parties hereby agree as follows:

(a) **References.** The Original Agreement as modified by the First Amendment and this Amendment shall be referred to as the "Agreement."

(b) **Other Terms.** All other terms and provisions of the Original Agreement and/or First Amendment not amended hereby, shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall govern and control.

(c) **Agreement to Remain in Effect.** Subject to Section 1(b) above, the Agreement as herein amended shall be and remain in full force and effect in accordance with the terms thereof. References in the Original Agreement and/or the First Amendment to "the Agreement" or "this Agreement" shall be deemed to mean the Original Agreement as amended by the First Amendment and this Amendment.

(d) **Severability.** It is the intent of the parties that the provisions of this Amendment shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Amendment or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified deleted or

interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Amendment as modified, enforceable and the balance of this Amendment shall not be affected thereby, the balance being construed as severable and independent.

(e) Capitalized Terms. Capitalized terms used but not defined in this Amendment shall have the respective meanings set forth in the Original Agreement, as amended.

(f) Incorporation of Recitals. The parties hereby understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

2. **Modification of Section 5.1 re: Outside Date**. The last sentence of Section 5.1 is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything herein to the contrary, Closing must occur on or before April 30, 2018 (the "Outside Date"), or either party shall have the right to terminate this Agreement upon written notice to the other party.

3. **Miscellaneous**. In connection with this Amendment, the parties hereby agree as follows:

(a) In any subsequent court action in which the validity or the effect of this Amendment is at issue, the party prevailing in such action shall be entitled to its costs, expenses and reasonable attorney's fees in prosecuting or defending such action.

(b) The parties hereto declare and represent that no promises, inducements or agreements not herein expressed have been made, that this Amendment contains the entire agreement between the parties hereto, and that the terms hereof are contractual and not mere recitals.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

(d) All remedies at law or in equity shall be made available for the enforcement of this Amendment.

(e) This Amendment may be executed in counterparts.

(f) This Amendment shall be construed in accordance with the laws of the State of Kansas.

**[Remainder of page intentionally left blank. Signature page immediately follows.]**

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

**THE CITY:**

**THE CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
E. Kent Smoll, Mayor

**SUTHERLANDS:**

**SUTHERLANDS HIGH PLAINS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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

## *Memorandum*

To: City Commissioners  
City Manager, Cherise Tieben

From: Jackie Regan  
Nannette Pogue

Date: March 29, 2018

Subject: Program Rate Changes  
Agenda Item: New Business

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**Recommendation:** Staff recommends the City Commission approve the request to amend 2018 membership rates and program fees.

**Background:** As stated in Section 2 (g) of the Management Agreement between the City of Dodge City and the YMCA of Southwest Kansas, the Dodge City YMCA is currently required to seek and receive City Commission approval prior to any increases in membership costs and/or program fees. The purpose of this memo is to inform you in changes of program fees. These fees either still fall with the agreed upon fees within the agreement, or are for programs that the City did not oversee, however the YMCA still wanted to notify you of the changes just for awareness purposes.

**Justification:** These rates changes were agreed upon through the committee process and are pending Board approval on March 29. For the Sports and Summer Camp rates, they fall within the agreed upon rates in the agreement with the City of Dodge and the YMCA. The Swim Team rate change has been approved through the Parent Advisory Council and is to offset a second coach for the program. I have attached a breakdown explaining the fee changes below.

**Financial Considerations:** The YMCA is proposing these changes to best meet the organizational needs of the YMCA and the individual program need. We will still offer other scholarship options in order to continue with the YMCA mission to provide programs “for all,” and will not turn any child away due to inability to pay.

**Purpose/Mission:** The proposed request is consistent with the City's Core Purpose of "Together We Serve to Make Dodge City the Best Place to be."

**Legal Considerations:** None.

**Attachments:** Current and Proposed Fee breakdown.

# YMCA Program Fee Changes

<b>Sports Proposal</b>			
The Sports Committee is proposing adding a Free/Reduced Lunch rate for program participants in order to give the best discount to our members. The logic behind this change is that members are paying a monthly rate on top of their program fees so it is more of a benefit to drive membership and retain our members and will generate a little extra income in the Sports Dept. as well.			
<b>Current Rates</b>			
Free/Reduced Lunch Member	Member	Program Participant	No other rate category
\$15	\$22	\$40	
<b>Proposed Change</b>			
Free/Reduced Lunch Member	Member	Free/Reduced Program Participant	Program Participant
\$15	\$22	\$25	\$40
<b>Family Proposal</b>			
The proposal from the Family Committee is a \$5 increase to both members and program participants. These fees have NOT been raised since the Y took over the program.			
<b>Current Rates</b>			
Members		Program Participants	
\$80		\$95	
Members		Program Participants	
\$85		\$100	
<b>Parent Advisory Committee Proposal</b>			
<b>Swim Team</b>			
The PAC prosed the following increase to fees to offset the expense of a second coach for the indoor season and help offset the fee implemented for use of the pool by Stanguard. This program is not in the current Y/City agreement. These fees will be implemented per Family, not per swimmer.			
<b>Current Rates</b>			
Fall/Winter	Member	Program Participant	Free/Reduced
	\$100	\$200	\$66
Spring	Member	Program Participant	Program Participant
	\$50	\$100	\$33
Summer	Member	Program Participant	Program Participant
	\$50	\$100	\$33
<b>Proposed Change</b>			
Fall/Winter*	Member	Program Participant	Free/Reduced
	\$125	\$225	\$91
Spring	Member	Program Participant	Program Participant
	\$65	\$115	\$48
Summer	Member	Program Participant	Program Participant
	\$65	\$115	\$48