

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, December 2, 2013

7:00 p.m.

MEETING #4941

CALL TO ORDER

ROLL CALL

INVOCATION by Dr Jerry Ketner, New Hope on Plains

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, November 18, 2013
2. Appropriation Ordinance No. 23, December 2, 2013;
3. Cereal Malt Beverage License Applications;
 - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
4. Approval of Change Order #1 of 2013 Asphalt Street Project. Presented by Director of Engineering Services, Ray Slattery.
5. Approval of Appointment to Park & Recreation Advisory Board. Presented by Director of Parks and Recreation, Paul Lewis.

ORDINANCES & RESOLUTIONS

Ordinance No. 3574: An Ordinance Annexing to the City of Dodge City the Described Property, (Right of Way adjacent to Loves Travel Center) in Accordance with K.S.A. 12-520 ET.SEQ; and providing for the Zoning Thereof. Report by Director of Developmental Services, Dennis Veatch.

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

1. Approval of the 2014 Southwest Kansas Coalition Legislative Policy. Report by Assistant City Manager, Cherise Tieben.
2. Approval of a Memorandum of Understanding between the City of Dodge City and Boot Hill Museum. Report by Assistant City Manager, Cherise Tieben.
3. Approval of for All-4-Fun Purchase Agreement Addendum #3 with Jack L. and Glatha Z. Denton. Report by Director of Parks and Recreation, Paul Lewis.

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, November 18, 2013

7:00 p.m.

MEETING #4940

CALL TO ORDER

ROLL CALL: Commissioners, Brian Delzeit, Rick Sowers, and Jim Lembright present, Kent Smoll and Joyce Warshaw absent.

PLEDGE OF ALLEGIANCE

INVOCATION by Pastor Jeff Turner of First Missionary Church.

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, November 4, 2013
2. Appropriation Ordinance No. 22, November 18, 2013;
3. Approval of Southwest Kansas Coalition Agreement for Lobbyist.

Commissioner Jim Lembright moved to approve the Consent Calendar as presented; Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No 3573: Commissioner Rick Sowers moved to approve an Ordinance Authorizing and Providing for the Issuance of General Obligation Refunding and Improvement Bonds, Series 2013-A, of the City of Dodge City, Kansas; Providing for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on Said Bonds as the Become Due; Authorizing Certain Other Documents and Actions in Connection Therewith; and Making Certain Convents with Respect Thereto, Commissioner Brian Delzeit seconded the motion. The motion carried 3 - 0.

Resolution No. 2013-34: Commissioner Rick Sowers moved to approve a Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Refunding and Improvement Bonds, Series 2013-A, of the City of Dodge

City, Kansas, Previously Authorized by Ordinance No. 3573 of the Issuer; Making Certain Covenants and Agreements to provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith, Commissioner Brian Delzeit seconded the motion. The motion carried 3 - 0.

Resolution No. 2013-35: A Resolution Delaying the Commencement of the Collection of a Community Improvement Sales Tax for Santa Fe Plaza from January 1, 2014 to January 1, 2015 was approved by Commissioner Jim Lembright, motion was seconded by Commissioner Rick Sowers. The motion carried 3 - 0.

Resolution No. 2013-36: A Resolution Authorizing Payment of 2013 Year End Bonuses to Qualified Employees was approved on a motion by Commissioner Brian Delzeit, motion seconded by Commissioner Jim Lembright. The motion carried 3 -0.

NEW BUSINESS

1. Commissioner Rick Sowers made a motion to authorize staff to submit applications for Public Transportation Grant and approve staff to sign letters of Financial Commitment. Commissioner Jim Lembright seconded the motion. Motion carried 3 – 0.

OTHER BUSINESS

City Manager, Ken Strobel:

- Wish everyone a Happy Thanksgiving.

Director of Public Information, Jane Longmeyer:

- Reminder - Next week is Thanksgiving, City offices will be closed Thursday and Friday;
- December 2, Chile Cook off and Parade of Lights;
- Department Heads had a team for Numana;
- Small Business Saturday is November 30, and promotions have begun;
- Congratulate DCHS Drama Department for their play.

Commissioner, Rick Sowers:

- Thanked Water Department for all their work this weekend for the unexpected water breaks;
- Happy Thanksgiving.
-

Commissioner, Jim Lembright:

- Comment regarding Year End Bonus – Congratulations to all long term Employees.

Commissioner, Brian Delzeit:

- Echo Rick’s comments regarding the Water Department and their hard work this weekend.
- Next Friday is the biggest shopping day of the year – Shop in Dodge City.

ADJOURNMENT

Commissioner Jim Lembright moved to adjourn the meeting; Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form has been prepared by the Attorney General's Office)

City or County of 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 checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the license premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>K13315326</u>		
Name <u>Rocio Alvarez</u>	Phone No. <u>620-225-7164</u>	Date of Birth <u>5-10-60</u>
Residence Street Address <u>1204 Shira St.</u>	City <u>Dodge City ks 67801</u>	Zip Code
Applicant Spousal Information		
Spouse Name <u>Javier Alvarez</u>	Phone No. <u>620-225-7164</u>	Date of Birth <u>10-7-52</u>
Residence Street Address <u>1204 Shira St.</u>	City <u>Dodge City ks 67801</u>	Zip Code

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Casa Alvarez</u>	Name		
Business Location Address <u>1701 W WYATT Exp</u>	Address		
City <u>Dodge City</u> State <u>ks</u> Zip <u>67801</u>	City	State	Zip
Business Phone No. <u>620227.7164</u>	<input type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s) <u>Javier + Rocio Alvarez</u>			

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>30</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

has not

Memorandum

To: City Manager
Assistant City Manager
City Commissioners
From: Ray Slattery, 
Director of Engineering
Services
Date: November 19, 2013
Subject: 2013 Asphalt Street Project
ST1201
Agenda Item: Consent Calendar

Recommendation: Approve change order 1 of 2013 Asphalt Street Project

Background: 2013 Asphalt Street Project was approved by Commission on May 6, 2013

Justification: Unclassified Excavation – There was an additional 83 S.Y. of work completed on Frontview Rd. The additional work consisted of lengthen the 2' width addition due to edge failures because of traffic. There were also some quantities deleted from other parts of the project, so the net change was an additional 53 S.Y.

Sub Grade Repair – The deletion of 217 C.Y. was because less unsuitable sub-grade was encountered than anticipated during the design. The weather conditions we experienced over the past years could have contributed to the sub-grade not being wet/un-workable.

6" Crushed Concrete Base – The addition of 83 S.Y. was because of the additional work completed on Frontview Rd.

BM-4 (4") Base Course – The deletion of 12 tons of asphalt represent actual field measurements/weigh tickets. The reason for the under run was an over estimation/rounding of quantities in the design stage of this project.

BM-2 (2) Surface Course – The addition of 10 tons of asphalt represent actual field measurements/weigh tickets. The reason for the over run was because of the additional work completed on Frontview Rd. and Ash St.

6" Asphalt Patch – The additional 67 Tons was because of the additional work completed on Frontview Rd. Several areas of the existing pavement needed attention and the area added because of the additional work completed before the 2" overlay could take place.

1 ½" Asphalt Mill – The additional 18 S.Y. represent an adjustment in the project by adding 5 feet to the mill and overlay. This was done to better tie into the existing pavement.

Financial Considerations: Change Order 1 is for an increase of \$5,457.86

Purpose/Mission: One of the City's core values in 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 1 and Change Order 1 description

CHANGE ORDER #1

2012 Asphalt Projects ST 1201

ITEM:

DESCRIPTION:

Unclassified Excavation – There was an additional 83 S.Y. of work completed on Frontview Rd. The additional work consisted of lengthen the 2' width addition due to edge failures because of traffic. There were also some quantities deleted from other parts of the project, so the net change was an additional 53 S.Y.

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Parks and Recreation

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

Memorandum

To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: November 27, 2013

Subject: Park & Rec Advisory Board Appointment

Agenda Item: Consent Calendar

Recommendation: Staff recommends Dave Geist be appointed to fill the unexpired term held by Barbara Lundin on the Park and Recreation Advisory Board.

Background: An opening exists on the Parks and Recreation Advisory Board due to Barbara Lundin taking the slot of a USD 443 Representative on the Advisory Board. When she was elected to USD 443 School Board this year, she expressed an interest in filling one of the District's two spots on the Advisory Board. That leaves an At Large position with the term expiring January 31, 2016 vacant.

Justification: The Advisory Board has considered this vacancy and recommends to the City Commission that Dave Geist be appointed to fill the opening. Mr. Geist was a previous member of the Advisory Board and has expressed an interest in serving again.

Financial Considerations: N/A

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

Legal Considerations: N/A

Attachments: N/A

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: November 26, 2013

*Subject: KDOT R/W Annexation
adjacent to Loves Travel
Center*

Agenda Item: Ordinance No. 3574

Recommendation: City staff recommends approval of this annexation ordinance.

Background: Jerome Younger, State Transportation Engineer with KDOT has submitted a consent to annexation for the KDOT R/W adjacent to the Loves Travel Center located at the intersection of Trail Street and US Highway 283.

Justification: This is a voluntary annexation. This property is adjacent to the existing City Limits and city services are available to the property.

Financial Considerations: None

Purpose/Mission: To provide overall growth to the community and provide city services to developed areas.

Legal Considerations: None

Attachments: Ordinance No. 3574 and a map showing the proposed area.

ORDINANCE NO. 3574

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

All of the following described real estate, situated in Ford County, State of Kansas, to-wit:

Commencing at the West ¼ corner of said Section 32, Point of Beginning (POB); thence South 89 degrees 32 minutes 18 seconds East along the South line of said NW ¼, a distance of 113.94 feet; thence North 0 degrees 57 minutes 0 seconds West, along said line 668.85 feet, to a point on the South R/W Line of East Trail Street; thence Northwesterly along said South R/W line to the West Section Line of Section 32, Township 26 S, Range 24 W; thence South along said Section Line to the POB.

SECTION 2: The Highway Right of Way annexed is adjacent to property zoned C-2, “Commercial Highway” and will be designated C-2, “Commercial Highway”, in accordance with the Dodge City Zoning Regulations.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SECOND DAY OF DECEMBER, 2013.

E. KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

CONSENT TO ANNEXATION

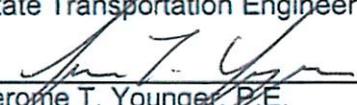
The undersigned Deputy Secretary and State Transportation Engineer of the Kansas Department of Transportation, being a record owner, hereby consents to annexation of the following described real estate into the City of Dodge City, Kansas.

Description of Property to be annexed:

A portion of the KDOT R/W in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section Thirty-two (32), Township Twenty-six (26) South, Range Twenty-four (24) West of the 6th P.M., Ford County Kansas, described as follows:

Commencing at the West ¼ corner of said Section 32, Point of Beginning (POB); thence South 89 degrees 32 minutes 18 seconds East along the South line of said NW ¼, a distance of 113.94 feet; thence North 0 degrees 57 minutes 0 seconds West, along said line 668.85 feet, to a point on the South R/W Line of East Trail Street; thence Northwesterly along said South R/W line to the West Section Line of Section 32, Township 26 S, Range 24 W; thence South along said Section Line to the POB. As shown in Exhibit B.

Kansas Department of Transportation
Deputy Secretary and
State Transportation Engineer


Jerome T. Younger, P.E.

STATE OF KANSAS, COUNTY OF Shawnee, ss:

BE IT REMEMBERED, that on this 14th day of August 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Jerome T. Younger, the Deputy Secretary and State Transportation Engineer of the Kansas Department of Transportation for the State of Kansas, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.


Notary Public

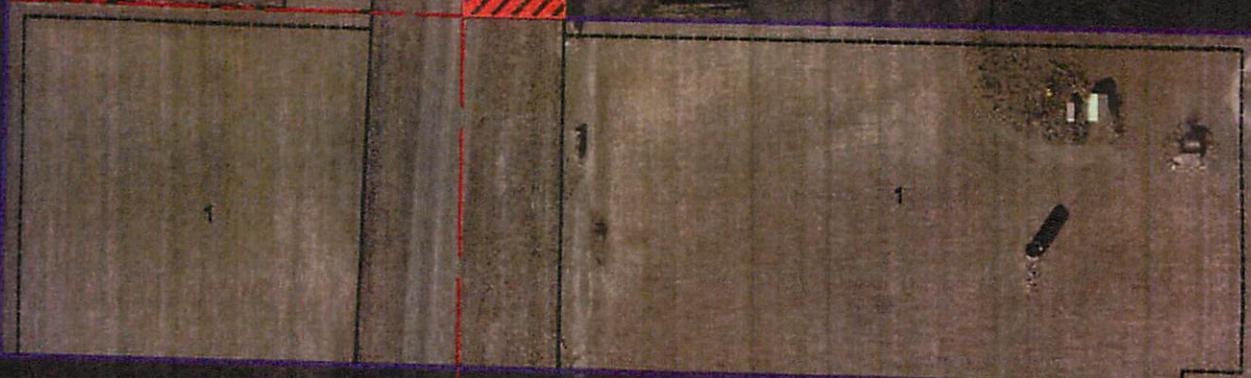


Exhibit "B"

NORTH

HAPPY
HOMES NO. 1

HAPPY



Memorandum

*To: City Manager
City Commissioners
From: Cherise Tieben
Date: 11-21-13
Subject: SKC Legislative Policy
Agenda Item: New Business*

Recommendation: Staff recommends approval of the 2014 Southwest Kansas Legislative Policy.

Background: As you may recall, in November of 2008, the City of Dodge City joined Garden City and Liberal to form the Southwest Kansas Coalition. The City of Hays was added this year as an Associate Member. The goal was to identify common needs of the Southwest Kansas area and to then cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region.

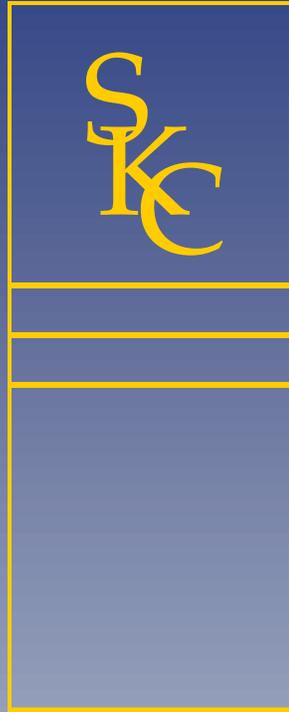
Justification: The legislative policy provides Pinegar, Smith & Associates a document which allows them to deliver a consistent communication piece for distribution to the members of the State House and Senate.

Financial Considerations: None

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

Legal Considerations: None

Attachments: 2014 SKC Legislative Policy



Southwest Kansas Coalition

2014

Legislative Agenda

Southwest Kansas Coalition (SKC) Defined

The Southwest Kansas Coalition (SKC, or “the Coalition”) originally consisted of representatives from three southwest Kansas cities; the City of Dodge City, the City of Garden City and the City of Liberal. The City of Hays has now joined the Coalition as an Associate Member. These cities are united as a means to collectively and actively participate in issues impacting the region.

SKC was formed to collectively advocate for the idea that southwest Kansas should be consistently and thoughtfully considered in state- and federal-level decisions, particularly when such decisions regard issues of importance to region residents.

SKC is profoundly dedicated to the principle of self-determination and is unfeigned in its infinite pursuit of this ideal. In this pursuit, the Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.

SKC is dedicated to a public policy agenda reflecting these concepts, and has employed the service of representation in Topeka for assistance in meeting the Coalition’s policy goals.

SKC Core Principles

ANNEXATION

The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. The current statutory framework was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, we oppose any change which limits the authority of cities to grow through annexation.

ECONOMIC DEVELOPMENT

Southwest Kansas communities rely on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities, of which SKC member-cities are neither, due to the region’s micropolitan statistical area (μSA) geographical designation. In other words, SKC member-cities are too big for rural-oriented programs, and too small for urban-oriented programs. Therefore, SKC is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities which, like SKC member-cities, are ineligible for many programs.

EDUCATION

An adequate and stable workforce is essential to maintaining and growing the economy of southwest Kansas. Therefore, SKC believes in establishing educational opportunities for region residents. Such opportunities include, but are not limited to, specialized training programs and educational degree programs. To meet these educational goals, the Coalition wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12, community colleges, and vocational training programs. Additionally, SKC supports adequate funding for all Kansas Board of Regents institutions.

SKC Core Principles Continued

EMINENT DOMAIN

Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Further, the use of eminent domain for economic development has long been recognized as a public use of this authority. We support increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

ENHANCED RAIL SERVICE

We support enhanced passenger and freight rail service in Kansas. In particular, we strongly support the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. We encourage State and Federal funding to preserve this needed transportation link to access the southwestern region of the State. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

HOME RULE

SKC supports the constitutional home rule authority of Kansas cities. Self-governance by locally elected officials must be preserved in order to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

HOUSING

While housing needs in southwest Kansas continue to rise, new construction lags behind expectations and demand. SKC believes new housing construction and rehabilitation of existing housing stock is the best way to meet its housing demand. However, the United States Department of Agriculture (USDA) Rural Housing Program excludes communities with populations between 20,000 and 35,000 as designated by the 2010 Census. SKC believes Congress should modify USDA regulations, allowing SKC member-cities to be eligible for federal housing programs.

SKC strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.

IMMIGRATION

Immigrant and refugee labor is vital to the southwest Kansas economy. Concurrently, SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in SKC member-cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal residency; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community.

SKC Core Principles Continued

KANSAS TAX SYSTEM

Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments.

HISTORIC PRESERVATION

The Historic Tax Credit program and Historic Preservation Grants should be maintained and enhanced. Such programs assist communities in maintaining and/or restoring their historic buildings; without such gap assistance many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

PROPERTY TAX EXEMPTIONS

We believe that the existing property tax base should be protected, and therefore, encourage the Legislature to resist any proposal to further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Legislature should actively review existing exemptions in order to determine whether the exemptions are still appropriate or should be repealed.

STAR BONDS

We support the ability of cities to utilize STAR bonds in order to promote economic development in their communities.

TAX SPENDING LID

We oppose any state-imposed limits on the taxing and spending authority of cities. We believe that local spending and taxing decisions are best left to locally elected officials and the citizens they serve.

TRANSPORTATION

Transportation infrastructure is critical to the safety of region residents and travelers. Transportation infrastructure is also vital to the regional economy's maintenance and growth. Therefore, SKC believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

WATER

Many areas in Kansas are experiencing severe drought conditions, and many programs designed for irrigators who over pump are inadequate. In 2014, SKC is dedicated to thoughtful water policy, which is policy that enables member-cities to safely and effectively meet water needs while also protecting resources. SKC also believes increased local involvement in water regulation is essential to water conservation policy.

ZONING

Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected municipal bodies when considerations of health, safety and welfare of the community are to be determined. We oppose any change which would limit authority of cities.

Air Transportation

POSITION

Continue federal funding for passenger air service to southwest Kansas.

Support enhanced state funding for the Kansas Affordable Airfares program.

BACKGROUND

The Essential Air Service Program, with support from the Kansas Affordable Airfares program, is critical to providing the region with access to multiple major international airports. We encourage continued support from our Congressional Delegation and our Kansas Legislature.

We support the enhancement of both funding mechanisms for the region in order to provide sustainable and reliable air service.

Airport Improvement Program (AIP) Funding

POSITION

Support continued and uninterrupted funding of Federal Aviation Administration and expansion of the Airport Improvement Projects (AIP) for airports.

BACKGROUND

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports. AIP funding is available and should continue to be available to all airports. The uninterrupted funding of the AIP program is critical to the timely delivery of major airport improvements.

Housing

POSITION

Southwest Kansas continues to face critical housing shortages. The United States Congress should pursue housing policies that include communities whose populations exceed 20,000, yet are less than 35,000 as designated by the 2010 Census. We seek specific legislation relating to the USDA's Rural Development Programs that would adjust population limits so our communities that serve as regional trade centers qualify for housing programs provided under section 503 of the Housing Act of 1948.

Currently, our rural member-cities are limited due to population, however, mid-size rural towns, near populated areas are permitted in the program even though the larger neighboring community could provide for their housing needs. We are caught in a gray space that disqualifies us for many federal housing programs. The Coalition wishes to correct this legal anomaly.

The State legislature should continue to fund programs such as the Moderate Income Housing program initiated in 2012. The program utilizes grants to assist municipalities and nonprofits with funding programs that develop housing for moderate income owners and renters.

We also encourage the retention and simplification of programs such as Rural Housing Incentive Districts and Neighborhood Revitalization programs that are currently permitted by statute in qualifying communities. The legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity which is imperative for developers to create affordable housing facilities.

BACKGROUND

Many communities, such as ours, serve as regional trade centers and provide a major source of employment for smaller, neighboring communities. Current USDA regulations exclude our communities from access to USDA initiatives, and severely limit funding opportunities for housing and infrastructure development, which, in turn, limits opportunities for growing the economy in these and surrounding communities.

The State of Kansas has provided many useful tools for communities to utilize where gaps between construction rates and market rates prohibit development without incentives. We want to encourage the retention of these programs. However, we would also encourage the simplification of the processes required, to make utilization timely and less complicated.

SKC strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.

SKC fully endorses the continuation of the Rural Housing Incentive District program, which provides a local mechanism to stimulate the housing market by utilizing real property tax incremental increases to assist with housing infrastructure improvements. The program has been successful in several SKC cities and provides a much-needed local approach to local housing needs. SKC strongly supports clarification of the law to assure that all increment property tax increases are subject to the provisions of the Act.

Immigration

POSITION

The Kansas Legislature and the United States Congress should engage the immigration issue in a sensible way: a way that is built upon the recognition that SKC member-cities not only require a reduction in time and distance barriers between an immigrant and his or her pursuance of legal residency, but also require additional resources in the process of integrating immigrants into the community.

The Coalition believes that United States Citizenship and Immigration Services (USCIS) should make a mobile unit available frequently in southwest Kansas as one way to reduce the time and distance barriers between immigrants and legal residency.

The Coalition wishes to dialogue with USCIS to determine if a mutually beneficial agreement can be made.

BACKGROUND

Many rural and micropolitan-sized areas depend on immigrant and refugee labor. In fact, many such areas are experiencing significantly lower unemployment rates than the rest of the country in a time of economic downturn.

Therefore, immigration policy must be sensible, meaning it should consider the many aspects of a complicated issue.

With specific respect to the Coalition, Congress should consider providing assistance to under-served rural areas with large immigrant populations with the services provided by Federal Immigration Offices.

The establishment of such services would signify a sustained effort by the Federal Government to remove time and distance barriers between an immigrant and his or her pursuit of citizenship.

Rail Transportation

POSITION

Continue freight rail and passenger rail service to and through southwest Kansas.

BACKGROUND

Preserving cross-country rail service through southwest Kansas is important to rural regions, as such regions must offer alternative modes of transportation. In addition, the Coalition believes freight and passenger rail service is one way to maintain and grow the economy of southwest Kansas. Such service includes, but is not limited to, southwest Kansas Amtrak service. The Coalition believes Amtrak should continue to be adequately funded at the federal level and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak and BNSF.

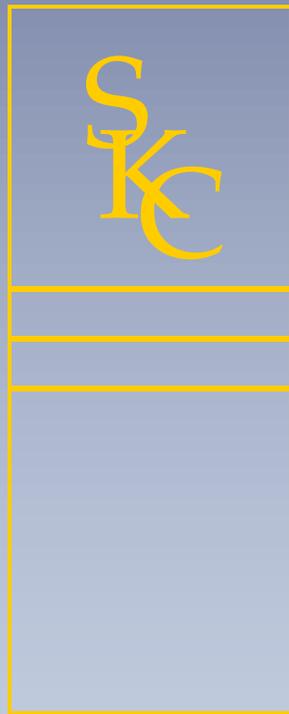
Transportation

POSITION

Continue funding for highway maintenance and infrastructure investment.

BACKGROUND

Transportation infrastructure is critical not only to the safety of region residents and travelers but also to the maintenance and growth of the regional economy.



Southwest Kansas Coalition

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: 11-21-13
Subject: Boot Hill MOU
Agenda Item: New Business

Recommendation: Staff recommends entering into a Memorandum of Understanding with Boot Hill Museum.

Background: The Commission has previously recognized that Boot Hill Museum is an anchor for the tourism industry in our community and therefore has a significant impact on the City's economic growth. Therefore, on April 1st of this year, the Commission approved passage of Ordinance No. 37 and Resolution 2013-11 which raised the Transient Guest Tax 2% in order to provide an alternative source of funding for the Museum to make needed repairs, restoration and improvements.

Justification: The Why Not Dodge fund through Organizational Funding has been one of the primary means of support for Boot Hill Museum for the last several years. It was the desire of those involved to provide funding stability to the Museum in light of numerous discussions of reducing the amount contributed to Organizational Funding. The Guest tax seemed the most appropriate mode to assist in funding this valuable asset to our community and assuring its continued existence through operations, repairs and upgrades. If the tax exceeds the \$200,000 needed to assist Boot Hill Museum or if the funds are no longer needed to sustain the Museum, the funds may be reallocated to another tourism related activity.

Financial Considerations: Dedication of the collection of the additional 2% Guest tax to Boot Hill up to \$200,000 annually or in accordance with the MOU.

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

Legal Considerations: None

Attachments: Memorandum of Understanding

November 21, 2013

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DODGE CITY
AND
BOOT HILL MUSEUM**

This **MEMORANDUM OF UNDERSTANDING** is made and entered into by and between the **CITY OF DODGE CITY, KANSAS (CITY)**, a municipal corporation and **BOOT HILL MUSEUM (MUSEUM)**, a non-profit 501(c)3 organization operating in Dodge City, Kansas.

WHEREAS, the CITY has recognized the numerous benefits of tourism to the community and our City/County's economic growth and has worked for many years to establish the community as a destination for tourism; and

WHEREAS, the MUSEUM is recognized as an anchor in establishing and developing the community as a destination for our tourists to experience the history and relive the legend of Dodge City; and

WHEREAS, the MUSEUM has worked diligently to preserve and interpret the Old West through exhibits, education and entertainment reflective of the area's rich heritage; and

WHEREAS, the CITY increased the collection of Transient Guest Tax (Tax) from six percent (6%) to eight percent (8%) as authorized by Charter Ordinance No. 37 and Resolution No. 2013-11, and

WHEREAS, the CITY has agreed to provide from such Tax a supplemental revenue to Boot Hill Museum to assist with defined expenses, and

WHEREAS, the CITY believes that the proposed expenditure of all, or a portion of, the 2% increase in the Tax is within the purpose and intent of the imposition of said tax in accordance with State statutes.

NOW, THEREFORE, the Parties do hereby enter into this Memorandum of Understanding as evidence of their good faith, desire, and intent to utilize a portion of the Tax to assist with the operation, maintenance and development of Boot Hill Museum, Inc.

THE CITY AGREES TO:

1. Commencing July 1, 2013 and for a period of five (5) consecutive years thereafter, establish a separate fund for purposes of this Memo called the Tourism Restoration Account (the "Account") into which an amount equal to 2% of the City's total 8% Transient Guest Tax (the "Tax") collected by the State, less the State's administrative fee and returned to the City in quarterly payments shall be deposited.
2. Provide the balance of the Account to the Museum at least forty-five (45) days after the collection of the Tax by the City from the State of Kansas, as long as appropriate documentation indicating the continuing need is received by the City Manager prior to distribution and as long as the annual allocation does not exceed two hundred thousand dollars (\$200,000.00).
3. Prevent the reallocation of the initial two hundred thousand dollars (\$200,000.00) of the annual contributions to the Account for other purposes, except in the case of temporary and/or emergency situations and only following discussion with the President of the Museum Board.
4. If the Account exceeds an annual collection of two hundred thousand dollars (\$200,000.00) the excess funds may be allocated by the City to the CVB operating fund or to another tourism related activity or entity, as solely determined by the City. The City will inform the Museum of any such reallocation, or may, in the City's sole discretion, add all or a portion of such excess to the Museum's quarterly allocation with appropriate documentation of special need.
5. The City will be responsible to fund all travel related expenses, not including wages and benefits, required by the Brand Ambassador for all events the individual attends as requested by and on behalf of the

City of Dodge City. Travel expense reimbursement will occur in conformance with the City travel reimbursement policy.

THE MUSEUM AGREES TO:

1. Provide, on an annual basis, to the City Manager's office prior to distribution of any funds:
 - a. an updated annual budget.
 - b. an updated five year strategic plan, which indicates maintenance items and capital improvement items. The plan should be accompanied with a list of grant programs and fund raising programs that are being pursued in an effort to seek additional sources of funding.
 - c. provide audited financials.
2. Allow the City of Dodge City the opportunity to utilize the Brand Ambassador at a minimum of six (6) trade shows, Dodge City Night in Topeka and at least twenty-four (24) other local events throughout each calendar year. The City will provide at least a two (2) month notice for all trade shows and or events requiring travel outside of the City of Dodge City. The City will make every attempt to provide at least one (1) week notice for local utilization of the Brand Ambassador. However, both parties agree that some activities do arise spontaneously and if the Brand Ambassador is readily available, permission shall not be unreasonably withheld.
3. Utilize not less than twenty-five thousand dollars (\$25,000.00) of the Account in each of the first two (2) years of this agreement and fifty thousand dollars (\$50,000.00) of the Tax in year three (3), four (4) and five (5) of the agreement to fund the deferred maintenance expenses as outlined in the five (5) year strategic plan. An itemized list of the completed deferred maintenance items shall be provided annually with a list of actual costs for the completion of such deferred maintenance.
4. Utilize one hundred seventy-five thousand dollars (\$175,000.00) of the Account to subsidize the funding of the general operational

expenses of the Museum in year one (1) and two (2) and one hundred fifty thousand (\$150,000.00) in year three (3), four (4) and five (5) of this agreement. If the subsidy is not needed in any of those five years, the Account funds shall be applied to the deferred maintenance items in accordance with the Strategic Plan referred to in 1.b. above.

- a. Allocate approximately forty thousand dollars (\$40,000.00) of the operational funds to the wages and benefits of the Brand Ambassador position each year for the first five (5) years of this agreement.
5. The Museum shall appoint the City Manager or his designee as a member of the Boot Hill Board of Directors.

BOTH PARTIES AGREE:

1. To meet quarterly to review the Museum's Budget and Strategic Plan for maintenance and improvements.
2. Should all or a portion of the Account no longer be needed to support the Museum that the funds will be reallocated to other tourism entities or activities.
3. To use good faith efforts in working together to accomplish the purpose and intent of this Memorandum of Understanding.
4. To maintain an open line of communication regarding the needs and uses of the Account and should remain willing to share detailed information about the City's collection and disbursement of the Account and the Museum's utilization of the Account.
5. In the event the Account distribution is less than two hundred thousand dollars (\$200,000.00) annually the Board and City Manager shall agree to a proration of the expenditures set out above.
6. To reevaluate the allocation of the Account end of five (5) years in order to refine: the total allocation, brand ambassador allocation, deferred maintenance allocation and the necessity of the continuation of the distribution to the Museum.
7. That any disagreements regarding this Memorandum of Understanding will be discussed immediately between the City

November 21, 2013

Manager and the President of the Museum Board of Directors before the City Manager makes a final determination of the issue.

8. This MOU may be amended, extended or terminated at any time following discussions with the Museum Board and approval by the City Commission.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding on the date indicated below.

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

by: _____

Kent Smoll, Mayor

ATTEST:

by: _____

Nannette Pogue, City Clerk

Boot Hill Museum, Inc.

by: _____

Dean Bush, President

DATED this ____ day of _____, 2013.



Parks and Recreation

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

Memorandum

To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director *AL*

Date: November 27, 2013

Subject: All-4-Fun Addendum

Agenda Item: New Business

RECOMMENDATION: Staff recommends approving Addendum #3 to the All-4-Fun purchase agreement with the Denton's which provides a three year payment plan to complete the purchase.

BACKGROUND: Seven years ago, the City entered into a purchase agreement with Jack and Glatha Denton for the purchase of the All-4-Fun property and amenities. That agreement provided for a purchase price of \$500,000 with installment payments of \$30,000 annually for three years applied to the purchase price. At the end of the three year period, the City was required to pay the balance and finalize the sale or the property reverted back to Denton's.

When that first option period ended in 2009, the City and Denton agreed to extend the option period for two more years and then agreed to a second extension in 2011. That second extension is ending in December of this year.

The Denton's are no longer interested in extending the option period and all parties want to bring this arrangement to an agreeable end. The attached addendum provides for a three year payment plan at \$100,000 per year to complete the sale of the building.

JUSTIFICATION: The City has multiple uses for the property and the building. Currently there is an agreement with the YMCA to use the facility as the site for their gymnastics and cheerleading programs. That agreement calls for the YMCA to cover all utilities and minor repairs of \$1,000 or less. Those programs have over 150 children participating and the building is well used for those functions.

This general location has also been identified as a potential site for a community water park. The location is appropriate and the existing building and parking facilities would be compatible with that type of development.

The site is adaptable to other uses as well. It could be adapted and used as a transportation hub for storage of equipment and transfer site as the general public transportation program evolves.

FINANCIAL CONSIDERATIONS: Presently the City has invested \$210,000 in annual payments applied to the purchase price leaving a balance due of \$290,000. The three year, \$100,000 payment plan satisfies the balance due owed by the City and provides \$10,000 to the Denton's as consideration for their agreement to modify the agreement.

There is \$75,000 included in the 2014 CIP to meet this obligation. The additional funds required will come from cost savings on other projects or the elimination of a project if necessary. Budgets for 2015 and 2016 will also need to reflect this agreement.

PURPOSE/MISSION: This agreement is consistent with the City's core purpose of Ongoing Improvement as it allows the City the flexibility to provide for future possibilities and opportunities.

LEGAL CONSIDERATIONS: Much like a municipal lease purchase agreement, language is required in this agreement that provides an escape clause for future Commission's in the event adequate funds are not available. That language is in place and in the event funding is not available, the property will revert to the Denton's.

This agreement has been reviewed and executed by the Denton's.

ATTACHMENTS: Purchase Agreement Addendum #3

PURCHASE AGREEMENT ADDENDUM #3

This Purchase Agreement Addendum #3 (the "Addendum") is made and entered into by and between Jack L. and Glatha Z. Denton, Trustees of the Revocable Trust of Jack Denton (the "Dentons") and the City of Dodge City, Kansas, a municipal corporation (the "City"):

WHEREAS, Dentons and the City (the "Parties") are Parties to a Purchase Agreement (the "Agreement") dated December 27, 2006, and

WHEREAS, the Agreement provides in paragraph 11 for an Option Period in favor of the City which expires December 31, 2009, and

WHEREAS, the Option Period was extended by prior addendums to expire December 31, 2013, and

WHEREAS, the Parties desire to conclude said Option Period and provide for the completion of the sale of the property:

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

1. Notwithstanding the provisions of paragraphs 2(c) and paragraph 13 of the Agreement to the contrary, the parties agree:
 - a. That the balance due of the purchase price to complete the sale of the property is \$290,000.
 - b. That in lieu of paying the lump sum remaining balance as provided for in paragraph 13, the City shall make three annual installment payments of \$100,000 due on or before March 1 of 2014, 2015 and 2016 respectively, said installment payments representing full payment of the balance due of the purchase price of \$290,000 and \$10,000 as consideration for modification of the payment provisions of paragraph 13 of the Agreement.
 - c. Upon receipt of the third installment, said payments shall constitute full and complete payment of the purchase price and full compliance by the City of all of the City's responsibilities as set out in the Agreement.
2. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for installment payments required by paragraph 1(b) herein, for any fiscal period in which payments are due under this Addendum, then, without penalty, liability or expense to the City, the Agreement will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to the portions of the installment payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available. City will, not less than sixty (60) days prior to the end of any such applicable fiscal period, in writing notify Denton's and any Assignee of such occurrence. In the event of such termination, City agrees to

peaceably surrender possession of the Property as described in Exhibit A of the Agreement to Denton's or its Assignee on the day of such termination.

- 3. All other provisions of the Agreement not in conflict with the provisions of this Addendum shall remain in full force and effect.
- 4. This Addendum shall be binding of the Parties hereto and their successor's, personal representatives, heirs, executors, trustees and/or assigns.

In witness whereof the Parties have signed this Addendum on the dates reflected below.

Revocable Trust of Jack Denton

City of Dodge City
A Municipal Corporation

By: _____
Jack L. Denton, Trustee

By: _____
E Kent Smoll, Mayor

ATTEST:

By: _____
Glatha Z. Denton, Trustee

By: _____
Nannette Pogue, City Clerk

And

Dated this ____ day of November, 2013

Jack L. Denton

Glatha Z. Denton

Husband and Wife

Dated this ____ day of November, 2013