

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, October 6, 2014

7:00 p.m.

MEETING #4974

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Dr David Burkall of Jesus Christ of Latter Day Saints

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Proclamation for Domestic Violence 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).

Dodge City Public Library Quarterly Update: Cathy Reeves.

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session Minutes, September 15, 2014;
2. Approval of City Commission Meeting Minutes September 15, 2014;
3. Approval of City Commission Special Meeting, September 22, 2014;
4. Appropriation Ordinance No. 19, October 6, 2014;
5. Cereal Malt Beverage License:
  - (a) Valeria Garcia, 307 Military Avenue
  - (b) Kate's, 305 E. Trail St.
6. Approve Change Order No. 1 of the Thurow Park Asphalt Placement.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3590:** An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, changing the Property Known as the South 180 Feet of Tract 4, Cecil's

Tracts from C-2, Commercial Highway to R-S, Residential Suburban. Report by Director of Developmental Services, Dennis Veatch.

**Ordinance No. 3591:** An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Zoning to C-1, Commercial Downtown for an Area Bounded by Second Avenue and Fifth Avenue between the Railroad Tracks and Wright Park. Report by Director of Developmental Services, Dennis Veatch.

**Ordinance No. 3592:** An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Zoning from R-2, Residential Medium Density to C-2, and Commercial Highway for an Area Located in the Southwest Corner of Wright Park. Report by Director of Developmental Services, Dennis Veatch.

**Ordinance No. 3593:** An Ordinance Authorizing the City of Dodge City , Kansas to Issue its Industrial Revenue Bonds, Series 2014 (Dodge City Community College Activity Center) for the Purpose of the Acquisition Construction and Equipping a Community Events Center and Recreational Facility; and Authorizing Certain Other Documents and Actions in Connection Therewith. Report by Director of Finance, City Clerk, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of bid to purchase a new Crematory for the Dodge City Animal Shelter. Report by Report by Director of Administration, Ryan Reid.
2. Approval of the Grant Agreement between the State of Kansas Department of Commerce and the City of Dodge City for the CDBG Commercial Rehab Grant. Report by Special Projects Asst. Leslie Lomas.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, September 15, 2014

6:00 p.m.

MEETING #4971

## **CALL TO ORDER**

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

## **WORK SESSION**

Presentation of 2013 Audited Financial Statement was presented by John Hendrickson, Kennedy McKee & Company LLP.

TDD on Central Avenue was presented by Ray Slattery, Director of Engineering and Mark Bachamp, Olsson Associates Perry Pelton, McDonalds.

The Work Session was adjourned.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, September 15, 2014

7:00 p.m.

MEETING #4972

## **CALL TO ORDER**

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

**INVOCATION** Darrell Hendrickson of First Church of God

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Mayor Brian Delzeit opened the Public Hearing on Candletree Addition #5, Special Assessments. Nannette Pogue, Finance Director City Clerk spoke to the subject. Mayor Delzeit closed the Public Hearing.

## **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, September 2, 2014;
2. Appropriation Ordinance No. 18, September 15, 2014;
3. Cereal Malt Beverage License:
  - (a) Dillon's Store, 1700 N. 14<sup>th</sup> Avenue
  - (b) Carter's Thriftway, 1800 Central Avenue.

Commissioner Sowers moved to approve the Consent Calendar as presented; Commissioner Warshaw seconded the motion. The motion carried unanimously.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3586:** An Ordinance Establishing Bus Zones in the Vicinity of a Public School, Repealing conflicting Ordinance and Providing Penalties for the Violation of the Provisions of

his Ordinance was approved on a motion by Commissioner Smoll seconded by Commissioner Scoggins. Motion carried unanimously.

**Ordinance No. 3587:** An Ordinance Regulating Traffic Within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “Standard Traffic Ordinance for Kansas Cities, Edition 2014” and Repealing Ordinance No. 3570 was approved on a motion by Commissioner Sowers. The motion was seconded by Commissioner Scoggins. The motion carried unanimously.

**Ordinance No. 3588:** An Ordinance Regulating Public Offenses within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “Uniform Public Offense Code for Kansas Cities, Edition 2014” and Repealing Ordinance No. 3571 was approved on a motion by Commissioner Smoll. Commissioner Warshaw seconded the motion. Motion carried unanimously.

**Ordinance No. 3589:** An Ordinance Levying Special Assessments on Certain Property to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas, Heretofore Authorized by Resolution No. 2011-06 of the City; and providing for the Collection of Such Special Assessments was approved on a motion by Commissioner Scoggins, seconded by Commissioner Smoll. The motion carried unanimously.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

Commissioner Sowers moved to approve the 2013 Audited Financial Statements. Commissioner Scoggins seconded the motion. The motion carried unanimously.

Approval to enter into an EAS Market Study Agreement with Sixel Consulting Group for Dodge City Regional Airport in an amount not to exceed \$30,000 was approved on a motion by Commissioner Smoll, seconded by Commissioner Scoggins. The motion carried unanimously.

#### **OTHER BUSINESS**

City Manager, Cherise Tieben:

- Sept 23 Public Official Exchange in Bucklin to leave at 6:00 p.m.;
- Sept 29 Dept of Transportation meeting in Garden City;
- Pass on sympathies to Debbie McLaughlin on the death of her husband Joe McLaughlin who was a former Dodge City Building Official;
- Reported to the Commission that the 2014 Asphalt Project will be delayed until spring, 2015;
- Ed Elam brought to my attention that all 5 of the Commissioners need to take a ICS training through the State;
- Chris Ragland was introduced to the Commission. He is the new Executive Director of the United Wireless Arena;

- Talked about truck traffic enforcement on Wyatt Earp;
- Congratulations to Overland Property Group.

Jane Longmeyer:

- Brought the Commission up to date on Multi Cultural Advisory Board activities. First program, Lost Boys of Sudan was very well attended. Walk with your neighbor event, attendees will meet at Eisenhower Park this Saturday at 10:00 p.m.

Commissioner, Kent Smoll:

- Asked Ray to talk about FEMA Certification of Levy System. Shop local and often.

Commissioner, Jan Scoggins:

- Encouraged citizens to get on the Dodge City website and read the newsletter.

Commissioner, Rick Sowers:

- Thanked the former Mayor of Dodge City, Bill Miller, who spoke about the Normandy event at the Library on September 11.

**ADJOURNMENT**

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

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION SPECIAL MEETING MINUTES**

City Hall Commission Chambers

Monday, September 22, 2014

5:00 P.M.

MEETING #4973

## **CALL TO ORDER**

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

## **PLEDGE OF ALLEGIANCE**

Resolution No. 2014-23 – A Resolution considering the expansion of the Heritage Area of the existing STAR Bond Project District providing for a Public Hearing to be held on October 23, 2014, was approved on a motion by Commissioner Smoll, seconded by Commissioner Sowers. The motion carried unanimously.

## **ADJOURNMENT**

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

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

## Proclamation for Domestic Violence Awareness Month 2014

*WHEREAS*, family and relationships are often counted among life's greatest blessings, and tragically, many Kansans' relationships are tarnished by violence and fear; and

*WHEREAS*, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to the systematic use of physical, emotional, sexual, psychological, economic and coercive control or abuse; and

*WHEREAS*, the Centers for Disease Control and Prevention reports that 1 in 4 women and 1 in 7 men have been the victim of severe physical violence by an intimate partner, which translates into 12 million people nationally and approximately 557,275 Kansas or 20% of the Kansas population; and

*WHEREAS*, the U.S. Department of Justice reports that intimate partner homicides comprise 14% percent of all homicides in the United States and women are twice as likely as men to be killed by an intimate partner; and

*WHEREAS*, the Kansas Bureau of Investigations reports that about 1 in 4 of all homicides in Kansas are related to domestic violence.

*WHEREAS*, this violence is inconsistent with the values of our community and will not be excused or tolerated; and

*WHEREAS*, in declaring this month of October as "**Domestic Violence Awareness Month**" we encourage all citizens to speak out against domestic violence, to provide support for survivors of these crimes, to encourage community leaders to hold perpetrators accountable, and to make domestic violence prevention efforts a priority by hosting events, by creating policies at school and work, and by working with your local domestic violence Victim service providers.

*NOW, THEREFORE*, I Brian Delzeit, Mayor of Dodge City do hereby proclaim the month of October 2014 as:

### "DOMESTIC VIOLENCE AWARENESS MONTH."

Domestic violence affects all Kansans. The Department of Justice, Office of Violence Against Women, the Centers for Disease Control and Prevention, the Kansas Bureau of Investigations, and many academic leaders have identified domestic violence as a major criminal justice, health care and social issue.

In Kansas, many public and private resources are expended in the effort to address and prevent domestic violence. A proclamation by City of Dodge City would show critical leadership in an area that affects the lives of many Kansans.

*IN WITNESS WHEREOF*, I hereby affix my signature and cause to be affixed the official seal of the City of Dodge City this 6th day of October, 2014.

Seal

\_\_\_\_\_  
Brian Delzeit, Mayor

\_\_\_\_\_  
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

<b>SECTION 1 - LICENSE TYPE</b>	
Check One: <input checked="" type="checkbox"/> New License <input 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 licenses premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>004-4164034910DF-02</u>		
Name <u>Valeria Garcia</u>	Phone No. <u>020 390-9831</u>	Date of Birth <u>0-4-93</u>
Residence Street Address <u>307 Military Ave</u>	City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name <u>N/A</u>	Phone No.	Date of Birth
Residence Street Address	City	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 <u>El Mariachi's Taqueria</u>	Name		
Business Location Address <u>307 Military Ave</u>	Address		
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City	State	Zip
Business Phone No. <u>020 225-3682</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>Gloria De Leon</u>			

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>21</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not
My spouse has previously held a CMB license.	<input 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

**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

<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 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 licenses premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>004-481236736-F01</u>		
Name <u>Riley E. Skaggs</u>	Phone No. <u>620-225-9466</u>	Date of Birth <u>Feb. 21, 43</u>
Residence Street Address <u>305 E. Trail St.</u>	City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	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 <u>Kares</u>	Name		
Business Location Address <u>305 E. Trail St.</u>	Address		
City <u>Dodge City, KS</u> State <u>KS</u> Zip <u>67801</u>	City	State	Zip
Business Phone No. <u>620-225-9466</u>	<input checked="" 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>same</u>			

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>68</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

# *Memorandum*

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Ray Slattery,   
Director of Engineering  
Services*

*Date: October 2, 2014*

*Subject: Thurow Park Asphalt  
Placement PK 1303*

*Agenda Item: Consent Calendar*

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**Recommendation:** Approve change order No. 1 of the Thurow Park Asphalt Placement.

**Background:** Thurow Park Asphalt Placement was approved by the Commission on July 7, 2014.

**Justification:** The addition of 13 tons of asphalt represent actual asphalt placed in the field. The reason for the over run was because of the asphalt had to be transferred from the small trucks used for hauling to a larger truck that could dump into the asphalt laydown machine.

**Financial Considerations:** Change Order No.1 is for a increase of \$921.18

**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 No. 1



# *Memorandum*

*To: City Manager  
City Commissioners  
From: Dennis Veatch  
Date: September 25, 2014  
Subject: 14-08 Rezoning 703 Trent  
Agenda Item: Ordinance #3590*

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**Recommendation:** The Dodge City Planning Commission held a public hearing on September 9, 2014 and recommends approval of this zoning amendment.

**Background:** Bruce Trent is requesting that this property be rezoned from C-2, Commercial Highway to R-S, Residential Suburban for the purpose of developing additional housing.

**Justification:** The proposed use and rezoning meets all of the requirements of the Dodge City Comprehensive Plan and the Dodge City Zoning Regulations. The zoning regulations will allow a tract of land to be zoned R-S with on acre of land utilizing public water and a sewer septic system. This tract is slightly less than one acre but the County Sanitarium has approved a system that will work on this property.

**Financial Considerations:** None

**Purpose/Mission:** To promote development and provide overall growth to the community.

**Legal Considerations:** None

**Attachments:** Ordinance #3590 and a map showing proposed area to be rezoned.

ORDINANCE NO. 3590

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY KNOWN AS THE SOUTH 180 FEET OF TRACT 4, CECIL'S TRACTS FROM C-2, COMMERCIAL HIGHWAY TO R-S, RESIDENTIAL SUBURBAN.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby zoned R-S, Residential Suburban:

The South 180 feet of Tract 4, Cecil's Tracts, Dodge City, Ford County, Kansas

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SIXTH DAY OF OCTOBER, 2014.

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BRIAN DELZEIT, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK



Wilroads Garden Rd.

Lighter Ave.

Cecil Ave.

Trent St.

Proposed RS  
Rezoning

Legend	
	Cecil Rezoning - RS
	RS
	R1
	R2
	R3
	CO
	C1
	C2
	I1
	I2

1 inch = 80 feet

## Memorandum

*To: City Manager  
City Commissioners  
From: Dennis Veatch  
Date: September 26, 2014  
Subject: 14-12 Heritage District Rezone  
S. of Wright Park  
Agenda Item: Ordinance #3591*

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**Recommendation:** The Dodge City Planning Commission held a public hearing on September 9, 2014 and recommended approval of this zoning amendment subject to approved development agreements with the City of Dodge City.

**Background:** This area is part of the Phase 1 improvements for the Star Bonds Heritage District. The proposed developer, Leisure Hotel, plans on developing this area into a mix of retail, tourism and entertainment uses contingent to an approved development agreement with the City of Dodge City.

**Justification:** We believe that this rezoning will create additional retail, tourism and entertainment uses by enhancing the overall development of the Heritage District that will help revitalize the downtown area.

**Financial Considerations:** None

**Purpose/Mission:** To promote development and provide overall growth and revitalization to the downtown community.

**Legal Considerations:** None

**Attachments:** Ordinance #3591 and a map showing the proposed area to be rezoned.

ORDINANCE NO. 3591

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE ZONING TO C-1, COMMERCIAL DOWNTOWN FOR AN AREA BOUNDED BY SECOND AVENUE AND FIFTH AVENUE BETWEEN THE RAILROAD TRACKS AND WRIGHT PARK

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned C-1, Commercial Downtown:

Lots 47 thru 99, North side of Trail Street, Original Town  
Lots 21 thru 50, North side of Maple Street, Original Town  
Lots 33 thru 40, North side of Park Street, Original Town  
and

the North Half of Lots 25 thru 32, South side of Vacated Maple Street, Original Town  
to the City of Dodge City, Ford County, Kansas.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SIXTH DAY OF OCTOBER, 2014.

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BRIAN DELZEIT, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK



1 inch = 125 feet

**Legend**

	Proposed C-1
	RS
	R1
	R2
	R3
	CO
	C1
	C2
	I1
	I2

# *Memorandum*

*To: City Manager  
City Commissioners*  
*From: Dennis Veatch*  
*Date: September 29, 2014*  
*Subject: 14-13 RV Park in Wright Park*

*Agenda Item: Ordinance #3592*

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**Recommendation:** The Dodge City Planning Commission held a public hearing on September 9, 2014 and recommended approval of this zoning amendment subject to approved development agreements with the City of Dodge City. We will suggest that there be a reversion clause in the development agreement stating that if the RV Park closes down that no other C-2 use will be allowed without Planning Commission review and approval by the City Commission.

**Background:** This area is part of the Phase1 improvements for the Star Bonds Heritage District. The Developer, Leisure Hotel, plans on developing an RV Park in this area contingent to an approve development agreement with the City of Dodge City. The development of an RV Park at this location is subject to the approval of a conditional use permit after rezoning to C-2, Commercial Highway has been approved.

**Justification:** This RV Park will enhance the overall development of the Heritage District.

**Financial Considerations:** None

**Purpose/Mission:** To promote development and provide overall growth and revitalization to the downtown community.

**Legal Considerations:** None

**Attachments:** Ord. #3592 and a map showing proposed rezoning

ORDINANCE NO. 3592

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE ZONING FROM R-2, RESIDENTIAL MEDIUM DENSITY TO C-2, COMMERCIAL HIGHWAY FOR AN AREA LOCATED IN THE SOUTHWEST CORNER OF WRIGHT PARK.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned C-2, Commercial Highway:

Commencing at the center of the intersection of Park Street and Santa Fe Avenue thence south approximately 745 feet to the northwest corner of the described tract as the point of beginning; thence southerly approximately 930 feet along the western boundary line following the BNSF railroad right of way south to the river levee; thence easterly along the southern boundary line approximately 470 feet along the north edge of the levee; thence northerly along the eastern boundary line approximately 460 feet to the zoo fence; thence north/northwesterly along the eastern boundary line following the zoo fence for approximately 370 feet; thence westerly approximately 315 feet to the point of beginning.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SIXTH DAY OF OCTOBER, 2014.

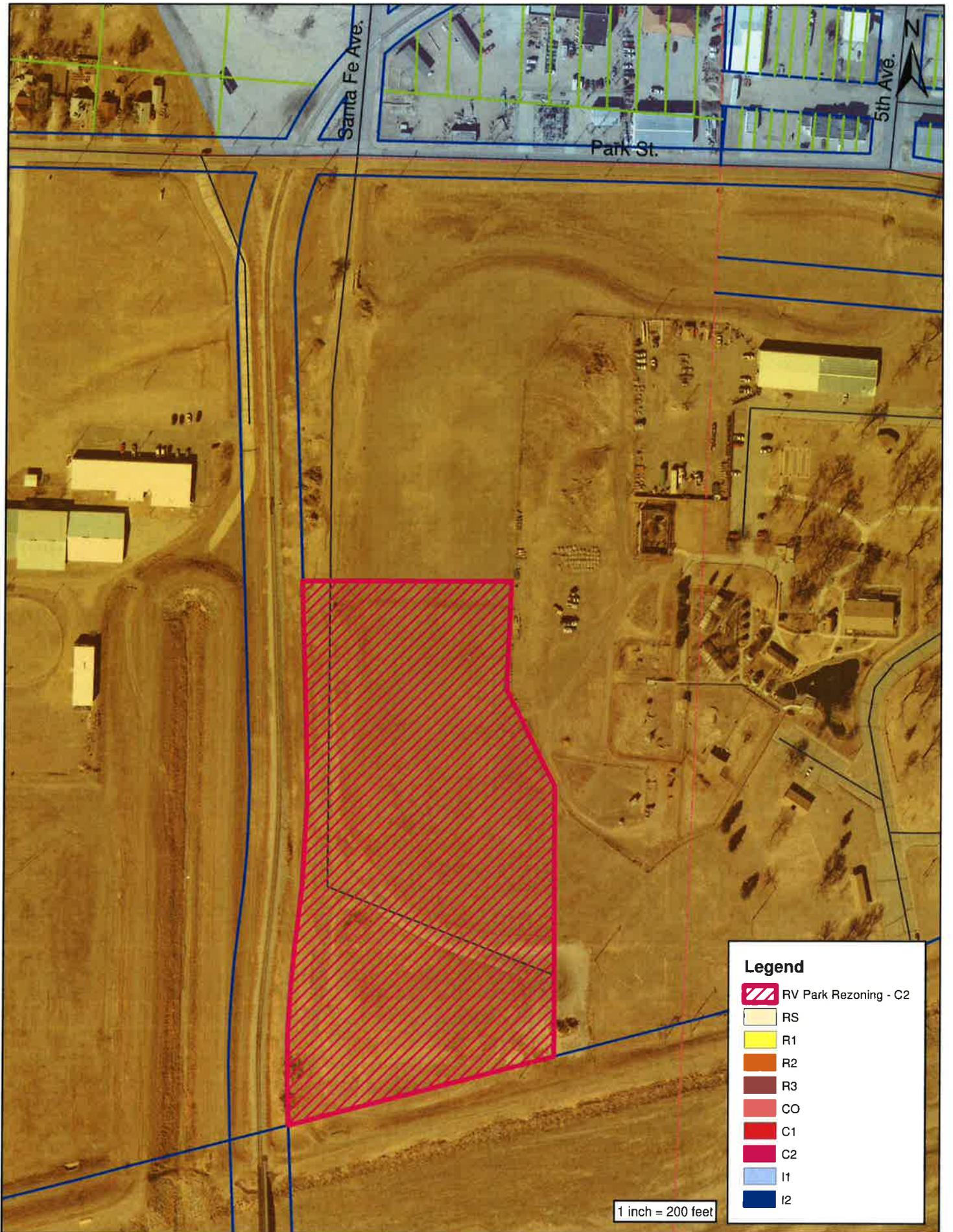
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BRIAN DELZEIT, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK



## Memorandum

*To: Cherise Tieben, City Manager*  
*From: Nannette Pogue, Finance Director/City Clerk*  
*Date: October 2, 2014*  
*Subject: Ordinance No. 3593*  
*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** I recommend the approval of Ordinance No. 3593

**Background:** The City of Dodge City held a public hearing on June 16, 2014, and in the same meeting approved Resolution No. 2014-16 which is a Resolution of the Governing Body of the city of Dodge city, KS, determining the advisability of issuing industrial revenue bonds for the purpose of financing the acquisition, construction and equipping of a recreational facility, community events center and community tornado shelter to be located in said city and authorizing execution of related documents. The Industrial Revenue Bonds in behalf of the DCCC Foundation was stated in Resolution No. 2014-16 not to exceed \$5,500,000.

Ordinance No. 3593, to be considered on the meeting Monday, is an Ordinance that accomplishes the issuance of the City's Industrial Revenue Bonds to fund the project for the DCCC Foundation. Ordinance No. 3593 authorizes the City of Dodge city, Kansas to issue its Industrial Revenue Bonds, Series 2014 (Dodge City Community College Activity Center) for the purpose of the acquisition, construction and equipping a community events center and recreational facility; and authorizing certain other documents and actions in connection therewith. The principal amount of bonds to be issued is \$4,950,000. The following documents will be delivered and executed (collectively the "Bond Documents").

1. A Trust Indenture dated October 15, 2014 with Security Bank of Kansas City, Kansas City, KS as trustee;
2. A lease dated as of October 15, 2014 with the Tenant, under which the issuer will acquire, construction and equip the project and lease it to the tenant in consideration of basic rent and other payments
3. A site lease dated October 13, 2014 with the Tenant under which the issuer will lease the site upon which the project will be constructed

4. A Bond Purchase Agreement providing for the sales of the Series 2014 Bonds by the Issuer to Stifel Nicolaus & Co., Inc. which has been signed, but will be ratified.
5. A Tax Compliance Agreement amount the issuer, the tenant, the subtenant and the trustee.

The Ordinance also approves a property tax exemption for the project, approves the Preliminary Official Statement and Official Statement and authorizes the Mayor and City Clerk to execute all necessary documents.

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

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

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

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

**Attachments:** Ordinance No. 3593 and draft closing mem.

**ORDINANCE NO. 3593**

**OF THE  
CITY OF DODGE CITY, KANSAS**

**AUTHORIZING THE ISSUANCE OF  
\$4,950,000 INDUSTRIAL REVENUE BONDS  
SERIES 2014  
(DODGE CITY COMMUNITY COLLEGE ACTIVITY CENTER)**

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**ORDINANCE NO. 3593**

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES 2014 (DODGE CITY COMMUNITY COLLEGE ACTIVITY CENTER) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING A COMMUNITY EVENTS CENTER AND RECREATIONAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

**THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS HAS FOUND AND DETERMINED:**

A. The City of Dodge City, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 et seq., as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds, Series 2014 (Dodge City Community College Activity Center) dated October 15, 2014 in the aggregate principal amount of \$4,950,000 (the "Series 2014 Bonds"), for the purpose of paying a portion of the costs of the acquisition, construction and equipping of a certain community events center and recreational facility (the "Project"), as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to the Dodge City Community College Foundation, a Kansas nonprofit corporation (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2014 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture dated as of October 15, 2014 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2014 Bonds;

(ii) a Lease dated as of October 15, 2014 (the "Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments;

(iii) a Site Lease dated of October 15, 2014 (the "Site Lease") with the Tenant, under which the Issuer will lease the site upon which the Project will be constructed;

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2014 Bonds by the Issuer to Stifel Nicolaus & Co., Incorporated (the "Purchaser"), and

(v) a Tax Compliance Agreement among the Issuer, the Tenant, the Subtenant and the Trustee.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2014 Bonds is eligible for

exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of ten years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture and the Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2014 Bonds, to be designated "City of Dodge City Kansas Industrial Revenue Bonds, Series 2014 (Dodge City Community College Activity Center)" in the aggregate principal amount of \$4,950,000, for the purpose of providing a portion of the funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2014 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2014 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Series 2014 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee, in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2014 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance. The Site Lease and the proposed sublease of the Project to Dodge City Community College, a Kansas community college (the "Subtenant") are approved by the Issuer.

Section 6. **Approval of the Guaranty Agreement.** The form of the Guaranty Agreement dated as of October 15, 2014 between the Tenant and the Trustee, for the benefit of the owners of the Series 2014 Bonds is approved.

Section 7. **Authorization of Bond Purchase Agreement.** The execution of the Bond Purchase Agreement by the Mayor is hereby ratified and confirmed. The Issuer is authorized to sell the Series 2014 Bonds to the Purchaser in accordance with the terms and provisions of the Bond Purchase Agreement.

Section 8. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2014 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in

substantially the forms presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2014 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

**Section 9. Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for ten years, commencing in the calendar year after the calendar year in which the Series 2014 Bonds are issued. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

**Section 10. Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the net rentals generated under the Lease to the payment of the Series 2014 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2014 Bonds are paid or deemed to have been paid under the Indenture.

**Section 11. Approval of Preliminary Official Statement and Official Statement.** The Preliminary Official Statement dated September 12, 2014 and the Official Statement dated September 26, 2014 are hereby ratified and approved. Public distribution of the Preliminary Official Statement and Official Statement by the Purchaser are ratified and approved. The Issuer has not participated in the preparation of the Preliminary Official Statement or the Official Statement and has not verified the accuracy of the information in them (except as respects the Issuer). Accordingly, approval does not constitute a representation by the Issuer as to the completeness or accuracy of the information contained in them. In order to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor has deemed the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the action of the Mayor in that regard is ratified and approved. The Mayor is authorized, if requested, to sign other documents or certificates as necessary to enable the Purchaser to comply with the requirements of the Rule.

**Section 12. Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

**Section 13. Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2014 Bonds and the Bond Documents.

**Section 14. Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.

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**PASSED** by the governing body of the Issuer on October 6, 2014 and **SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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City Clerk

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Sources and Uses of Funds:

Sources of Funds

Par Amount of the Bonds	\$ 4,950,000.00
Plus Underwriter's Premium	77,609.15
Less Underwriter's Discount	-48,562.50
Issuer Cash	97,200.00
Plus Accrued Interest	0.00
<b>Total Sources of Funds</b>	<b>\$ 5,076,246.65</b>

Uses of Funds

Project Fund	\$ 4,892,295.18
Bond Reserve	0.00
Capitalized Interest	34,680.00
Deposit to P&I Account	0.00
Costs of Issuance	149,189.68
Rounding Amount	81.79
<b>Total Uses of Funds</b>	<b>\$ 5,076,246.65</b>

Method of Transfer:

- 1 At 8:00 a.m. on Wednesday, October 15, 2014, Stifel, Nicolaus @ Company will wire transfer FEDERAL FUNDS to the Trustee in the amount of: \$4,979,046.65  
 (The Total Purchase Price).
- 1 At 8:00 a.m. on Tuesday, October 14, 2014, the College will wire transfer FEDERAL FUNDS to the Trustee in the amount of: \$97,200.00  
 (Issuer Cash)

**1 Wire Instructions**

Security Bank of Kansas City  
 ABA #:  
 Acct #:  
 Reference: City of Dodge City, KS Industrial Revenue Bonds (DCCC Activity Center Project)  
 Attention: Bonnie Mosher, Vice President  
 Please contact Beth Warren at 316 264 3400 upon completion of the wire.

Costs of Issuance:

Invoices for payment of approved costs of issuance should be forwarded to Bonnie Mosher, Security Bank of Kansas City.

Estimated Issuance Expenses

Bond Counsel	\$ 40,000.00
Disclosure Counsel	30,000.00
Financial Advisor	32,151.49
Trustee	3,000.00
CUSIP	1,000.00
Ratings	15,000.00
Miscellaneous	28,038.19
<b>Total Estimated</b>	<b>\$ 149,189.68</b>

# Memorandum

*To: City Manager  
City Commissioners*  
*From: Ryan Reid*  
*Date: September 30<sup>th</sup>, 2014*  
*Subject: Crematory for the Animal Shelter*  
*Agenda Item: New Business*

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**Recommendation:** On September 16<sup>th</sup>, 2014 four bids were received and opened for a new crematory for the Dodge City Animal Shelter. Based on the bids received, staff would recommend purchasing the crematory from FC Industries for \$40,888.

**Background:** The old cremator was purchased in 1997 and was a poultry cremator. The Animal Shelter had to quit using it when it became damaged and parts were no longer available for it. The City has been using Ford County Landfill in the meantime but this is a temporary solution and is not cost effective to maintain.

Though disposal is not the first choice, it is required; in 2012 11,930 lbs were cremated and in 2013 the number increased to 12,600 lbs.

**Justification:** The low bidder met specs. Their bid was \$9000 less than estimated costs.

**Financial Considerations:**

This purchase is not budgeted. The Police Departments wishes to fund it with money saved from vacant police officer positions.

**Attachments:** (photo, bid results)

**Crematory for Animal Shelter**

Bid Results 2014 09 16

<u>Vendor</u>	<u>Total</u>	
FC Industries	\$40,888	*low bid
Air Pollution Control Products	\$51,350	
B&L Cremation Systems	\$49,795	
US Cremation Equipment	\$56,200	

## ANIMAL CREMATION UNIT

**For Private & Batch Animal Cremations**

### MODEL S-27-T

Phone (503) 625-7575 (800) 292-9163 Fax (503) 625-6161

#### Specifically Designed For :

- \* **Private Pet Cremation Services**
  - \* **Veterinary Practices**
  - \* **Animal Control Facilities & Humane Societies**
- Capacity**

**Besides Private Cremations, The S-27-T Can Serve  
as a 450 Pound Batch Load Cremator  
( Six Hours 75 Pounds Per Hour )**

#### Convenient Top Load & Lower Ash Removal Door

Top Load Door Lined With High Temperature Composite Ceramic Fiber  
28" x 31" Load Opening

#### Load Height

31" Load Height

#### No Visible Emission - No Odors

Meets State And Federal Regulations

#### No Liquid Leakage

Built In Liquid Retention Dam

#### Built For Long Life

Constructed Of 3/16" Plate Steel,  
Lined With 1" 1,900 Insulation And 3" Heavy Duty Refractory

#### Pre-piped & Pre-wired And Assembled At Factory

Shipment Of Main Chamber & Secondary Chamber Fully Assembled  
Two 6' Stack Sections Included - Installed On Site

#### Automatic Temperature Control For Maximum Efficiency

Fuel Saving Feature Of High - Low Control For Secondary Burner  
On - Off Control for Primary Burner, Timer Controlled  
Fuel Saving Preheated Air For Primary & Secondary Chambers



CONSTRUCTION	S-27-T
Dimensions : W x L x H	56" x 84" x 80"
Overall Height with stacks installed	18' 8"
Primary Chamber Volume 3/16" Plate Construction	29.02 Cu. Ft.
Stack Section 2 Each - 6' Flanged Section Included (10 Ga. Steel With 3" 2,300 Deg. Refractory Lining )	Total 12'
Stack Diameter O.D.	18"
Load Door Opening	28" x 31"
Ash Removal Door - Opening Dimensions	18" x 10"

THERM TEC, INC. has designed, engineered and manufactured  
Animal Crematories And Human Crematories Since 1973

4-23-04

CONSTRUCTION	S-27-T
Primary Burner Firing Rate	400,000 Avg.
Secondary Burner Firing Rate	400,000 Avg.
Control Panel, NEMA 12 U.L. 508A	Yes
Natural Gas / Propane Requirements	800 CFH
Fuel Requirements ( # 2 Oil ) (15.2 Liters)	5.8 GPH
Electrical Requirements	115/60/1 30 AMP
Paint & Primer -High Temp.	
Weight	Pounds 7,676
Suggested Slab Size	10' x 12'

**DISTRIBUTED & SERVICED BY**

**FC Industries, inc.**

13508 OAK ST. • KANSAS CITY, MISSOURI 64145  
(816) 941-2009 • 1-800-345-0847  
Fax (816) 941-2100







 therm-tec

## *Memorandum*

*To: City Commissions  
Cherise Tieben, City Manager*

*From: Leslie Lomas, Housing & Neighborhood Development  
Coordinator*

*Date: October 6, 2014*

*Subject: Approval of CDBG Grant Agreement*

*Agenda Item: New Business*

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**Recommendation:** I recommend the approval of the Grant Agreement between the State of Kansas Department of Commerce and the City of Dodge City for the CDBG Commercial Rehab Grant.

**Background:** The City of Dodge City applied for a Community Development Block Grant for Commercial Rehab in the amount of \$190,649.25. We were notified on July 16, 2014, that we were awarded \$190,649.25 for this grant. The grant applied for was for restoration of the historic Dodge City Municipal Building atop Boot Hill, that will consist of restoring the exterior of the building to include repair and re-point exterior masonry, repair of entire tile roof and abating asbestos throughout the entire building. Once this project is complete, it will allow Boot Hill Distillery to move forward with its Business Plan consisting of the a distillery, tasting room and gift shop, along with meeting and event space. The attached agreement outlines the responsibilities of the City of Dodge City and of the State of Kansas to receive and carry out the grant.

**Justification:** To commence with downtown commercial rehabilitation in Dodge City using Community Development Block funds.

**Financial Considerations:** The City time will be spent by the Code Enforcement Officer, the Inspection Department and Finance Department to carry out the requirements of the grant.

**Purpose/Mission:** To enhance the historic downtown area of Dodge City.

**Legal Considerations:** All legal requirements are met or will be met during the course of the grant.

**Attachments:** Grant agreement between the City of Dodge City and the State of Kansas.

STATE OF KANSAS

GRANT AGREEMENT NO. 14-CR-002

between the

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

and the

**City of Dodge City**

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Dodge City**, Kansas, hereinafter called the "Grantee." This Agreement is being made pursuant to an application by the Grantee for **the renovation of a commercial property owned by Boot Hill Distillery, LLC. and located at 501 West Spruce Street in Dodge City.** This agreement consists of the body and the following: **PROJECT BUDGET FORM, MATCHING FUNDS AGREEMENT, SPECIAL CONDITIONS (attached hereto) and APPROVED PROJECT APPLICATION.**
- B. Together they embody the entire Agreement between the Department and Grantee with respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

**III. Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

**IV. Period of Performance**

The period of performance for all activities assisted by this Agreement shall commence on **August 1, 2014**, hereinafter called the "Commencement Date," and shall be complete on **July 31, 2016** hereinafter called the "Completion Date," except those activities required for close-out and final audit.

**V. Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$190,649** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, **the property owner, Boot Hill Distillery, LLC. shall provide \$63,560 in cash,** and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.

- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$190,649**. **Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.**
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

#### **VI. Indemnification**

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

#### **VII. Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.

#### **VIII. Environmental Review Compliance**

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

#### **IX. Program Costs**

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (OMB Circular A-87). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

#### **X. Requisition of Grant Funds**

- A. The Grantee shall be entitled to receive requisitioned funds from the Department only in accordance with its actual and immediate cash requirements and only when the total of federal funds remaining on hand in the depository account does not exceed \$5,000 and is insufficient to meet immediate disbursement needs.
- B. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- C. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- D. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- E. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- F. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

## **XI. Depositories for Program Funds**

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
  - 1. Moneys received from the Department.
  - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

## **XII. Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
  - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
  - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
  - 3. Establishment of records of budgets and expenditures for each approved activity;
  - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  - 5. Provision of financial status reports in the form specified by the Department;
  - 6. Compliance with the Department's audit requirements (OMB Circular A-133); and
  - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

## **XIII. Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

## **XIV. Procurement Procedures**

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.

- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

#### **XV. Bonding Requirements**

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:
- A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
  - A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

#### **XVI. Program Income**

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

#### **XVII. Program Close-out Procedures**

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department's property management procedures.

### **XVIII. Termination for Convenience**

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

### **XIX. Suspension or Termination-for-Cause**

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

### **XX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on the U.S. Single Audit Act of 1984 as amended in 1996 and Office of Management and Budget (OMB) Circular A-133.
  - 1. If the local government expends \$500,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with OMB Circular A-133. An A-133 audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
  - 2. If the local government expends less than \$500,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
  - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before March 20th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

## **XXI. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

## **XXII. Conflict of Interest**

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at CFR 570.611 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

## **XXIII. Equal Opportunity**

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

## **XXIV. Waiver of Enforcement**

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

## **XXV. Reversion of Assets**

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**XXVI. Budget Amendments and Other Changes**

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
  - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
  - 2. The change does not increase any professional services of the CDBG approved budget;
  - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
  - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**
- F. We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

***Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.***

Dated by the Department of Commerce this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

City of Dodge City, Kansas  
(Grantee)

By: X \_\_\_\_\_  
(Name) (Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)

## SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated July 16, 2014.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **July 31, 2016** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **October 31, 2016**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with the Single Audit Act of 1984 as amended in 1996 (OMB Circular A-133) for such fiscal year unless exempted under OMB Circular A-133. Those Grantees having expended \$500,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official

**GRANTEE NAME: City of Dodge City**

**GRANT NUMBER: 14-CR-002**

**\*DUNS NUMBER:**

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Administration				\$ -
2. Planning/Design		\$ 18,700.00	Private Cash	\$ 18,700.00
3. Inspection		\$ 4,100.00	Private Cash	\$ 4,100.00
4. Property Acquisition		\$ 10.00	Private Cash	\$ 10.00
5. Building Rehabilitation				\$ -
a. Foundation				\$ -
b. Roof	\$ 91,869.00	\$ 7,823.00	Private Cash	\$ 99,692.00
c. Exterior Walls	\$ 68,602.00	\$ 22,867.00	Private Cash	\$ 91,469.00
d. Plumbing				\$ -
e. Electrical				\$ -
f. Asbestos	\$ 30,178.00	\$ 10,060.00	Private Cash	\$ 40,238.00
g. Other Environmental Hazards				\$ -
				\$ -
6. Historic Preservation				\$ -
a. Foundation				\$ -
b. Roof				\$ -
c. Exterior Walls				\$ -
d. Plumbing				\$ -
e. Electrical				\$ -
f. Asbestos				\$ -
g. Other Environmental Hazards				\$ -
h. Interior Restoration				\$ -
				\$ -
7. Architectural Barrier Removal				\$ -
				\$ -
	\$ 190,649.00	\$ 63,560.00		\$ 254,209.00

Rev. 12/2012

**\*TO RECEIVE A CITY/COUNTY DUNS # PLEASE GO TO: <http://fedgov.dnb.com/webform>**