

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, October 5, 7:00 p.m.

MEETING #5016

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION BY** Lt. Enrique Coreano of the Salvation Army

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

National Long-term Care Residents' Rights Month Proclamation

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

Dodge City Public Library Quarterly Update, Cathy Reeves

Statewide Main Street Grant from USDA, Chelsey Dawson

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, September 21, 2015;
2. Appropriation Ordinance No. 19, October 5, 2015;
3. Cereal Malt Beverage License:

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of the Second Supplemental Agreement with BHC Development, LLC. Report by City Attorney, Brad Ralph.

**OTHER BUSINESS**

**ADJOURNMENT**

**National Long-Term Care  
Residents' Right Month of 2015  
Proclamation**

**CARE Matters in Kansas**

Whereas, in Kansas there are more than 353 Skilled nursing homes with rooms to accommodate a total of 21,838 residents; and

Whereas there are 441 assisted living and other residential care homes in Kansas providing living accommodations for 13,000 residents; and

Whereas, the Federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and

Whereas, all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and

Whereas we wish to honor and celebrate these citizens, to recognize their rich individuality, and to reaffirm their right to have a say in their care, and to vote and participate politically; and

Whereas to recognize the effort given by the caregivers, ombudsman, and families to help these residents attain the highest possible quality of life for their health condition; and

Whereas individuals and groups across Kansas, Southwest Kansas, Dodge City and the entire country will be celebrating Residents' Rights Month throughout October with the theme -- "CARE Matters" to emphasize the importance of affirming these rights through facility practices, public policy, and resident-centered decision making.

I, Joyce Warshaw, Mayor of the City of Dodge City, now therefore do hereby proclaim October 2015 as National Long-term Care Residents Rights Month in the City of Dodge City, and encourage all citizens to join me in this important observance.

Signed this 5<sup>th</sup> day of October 2015

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Joyce Warshaw, Mayor

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, September 21, 2015

7:00 p.m.

MEETING #5015

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Jerre Nolte of First United Methodist Church

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Mayor Joyce Warshaw opened the Public Hearing to Close out Boot Hill Distillery Community Development Block Grant. Leslie Lomas spoke about the close out of the grant.

## **PETITIONS & PROCLAMATIONS**

Mayor Joyce Warshaw read the proclamation for Constitution Week declared September 17 – 23, 2015 as Constitution Week.

**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).**

Lee Gleason and Ashley Wheaton, KSFA Insurance talked about KSFA Insurance and asked a couple of questions about the City's general insurance.

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session, September 8, 2015;
2. Approval of City Commission Meeting Minutes, September 8, 2015;
3. Appropriation Ordinance No. 18, September 21, 2015;
4. Cereal Malt Beverage License:
  - a. Boot Hill Museum, Inc., 500 W. Wyatt Earp Blvd.
5. Approval of Subordination of Agreement with David Inc.
6. Approval of Change Order No. 3 for the McCownGordon Contract.

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

## ORDINANCES & RESOLUTIONS

**Resolution No. 2015-23:** A Resolution authorizing the Improvement or Reimprovement of certain main trafficways within the City of Dodge City, Kansas; and providing for the payment of the costs thereof was approved on a motion by Commissioner Jan Scoggins. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

## UNFINISHED BUSINESS

1. Approval and Adoption of previously Tabled Ordinances:

**Ordinance No. 3610:** An Ordinance Vacating Maple Street Right-of-Way between 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue was approved on a motion by Commissioner Rick Sowers. The motion was seconded by Commissioner Kent Smoll. The motion carried unanimously.

**Ordinance No. 3611:** An Ordinance Vacating Park Street Right-of-Way between 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue was approved on a motion by Commissioner Rick Sowers. The motion was seconded by Commissioner Kent Smoll. The motion carried unanimously.

## NEW BUSINESS

1. Commissioner Joyce Warshaw moved to appoint Brad Droste to the Dodge City Planning Commission vacant position. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

## OTHER BUSINESS

City Manager, Cherise Tieben

Commissioner, Kent Smoll:

- Reminded everyone that this weekend there are several activities around the community commemorating the 60<sup>th</sup> anniversary of Gunsmoke. The events are put on by Wild West Heritage Foundation, the Dodge House and others;
- Several events will be coming to the United Wireless Arena in the near future: Kansas on October 3, Matthew West and Francesco Battistelli, October 25; CMT Tour, November 12 and Manheim Steamroller on December 11.

Commissioner, Jan Scoggins:

- Thanked Victory Electric for hosting the Health Fair that was held over the weekend;
- Reminded everyone that the Dodge City flags are available at the Utility Billing Department;
- Reminder of Ice Skating at the United Wireless Arena;
- The Southwest Kansas Area on Aging will hold their fall conference on September 30 at the Our Lady of Guadalupe Cathedral.

Commissioner, Rick Sowers:

- Had the opportunity to travel with staff on Saturday and was very impressed with their knowledge and enthusiasm.

Commissioner, Brian Delzeit:

Mayor, Joyce Warshaw:

- She escorted 68 4<sup>th</sup> graders and 6 adults on the Amtrak train last week;
- Spent a day at the Kansas State Fair;
- Accompanied City Employees on a retail presentation. The City is working toward acquiring additional retail opportunities and it really is important to shop local to prove to the retailers that Dodge City can support additional retail.

### **ADJOURNMENT**

Commissioner Rick Sowers moved to adjourn the meeting; Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

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Mayor, Joyce Warshaw

ATTEST:

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Nannette Pogue, City Clerk

# *Memorandum*

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Bradley C. Ralph, City Attorney*

*Date: October 5, 2015*

*Subject: Second Supplemental  
Agreement*

*Agenda Item: New Business*

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**Recommendation:** Staff recommends approval of the Second Supplemental Agreement with BHC Development, LLC.

**Background:** This agreement is the culmination of discussions encompassing the last four (4) years regarding three (3) items related to the original Development and Operations Agreement with the developer for the Boot Hill Casino. The issues addressed bring a written finality to two (2) issues and remove pre-determined apportionments of development costs for future development in the area of the Casino.

**Justification:** The orderly retirement of certain issues in the Development and Operation Agreement and the encouragement of future development in the area.

**Financial Considerations:** None anticipated.

**Purpose/Mission:** Improving and strengthening the quality of life.

**Legal Considerations:** The proposed Agreement has been negotiated and reviewed by legal counsel.

**Attachments:** Proposed Second Supplemental Agreement.

## SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between BHC Development, L.C. (“BHC”) and City of Dodge City, Kansas and the County of Ford County, Kansas to supplement and modify that certain Development and Operation Agreement executed in September, 2009 by and between BHC Development, L.C., a Kansas limited liability company (“BHC”) and the City of Dodge City, Kansas and County of Ford County, Kansas (“City/County”) relating to certain real estate, upon which the Special Events Center and the Casino have been constructed, known as Lots One (1) and Two (2) of the final plat of Mariah Center Replat, a Replat of Mariah Center, Lot One (1), Block One (1), a subdivision of land in Dodge City, Ford County, Kansas, along with certain adjacent real property (the “Development Agreement”), and the Supplemental Agreement dated October 13, 2009 by and between BHC and City/County (the “Supplement”).

WHEREAS, City/County and BHC wish to supplement and modify the Development Agreement and the Supplement; and

WHEREAS, this Second Supplemental Agreement (this “Second Supplement”) modifies and supplements the Development Agreement and the Supplement.



NOW THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth and in furtherance of the goals and objectives of the Development Agreement and the Supplement, the parties do hereby agree as follows:

1. All capitalized terms used herein shall have the meaning ascribed thereto in the Development Agreement except and unless specifically defined within this Second Supplement.
2. This Second Supplement enhances, clarifies and makes more certain various aspects and procedures for carrying out the terms and provisions of the Development Agreement and the Supplement. Thus the documents are to be read in conjunction with each another, with the purpose and the intent of the parties as set forth in these three (3) documents to be carried out herein, provided, however in the event of any conflicts between this Second Supplement, the Development Agreement and the Supplement, this Second Supplement shall control.
3. The parties agree that the Sections 13.3(b) and (c), as well as Exhibit E to the Development Agreement, are now null and void, and will be of no further effect.
4. The parties agree that all obligations and responsibilities of the parties pursuant to Section 3.3 of the Development Agreement have been satisfied and completed, and the parties are discharged and released from any further

obligations and responsibilities pursuant to Section 3.3 of the Development Agreement.

5. The parties agree that all obligations and responsibilities of the parties pursuant to Paragraph 5 of the parties' Supplemental Agreement dated October 13, 2009 have been satisfied and completed, and the parties are discharged and released from any further obligations and responsibilities pursuant to Paragraph 5 of the parties' Supplemental Agreement dated October 13, 2009.
  
6. The parties agree that this document is not to be recorded in the public records but will be made available as required by law. The terms hereof are to remain obligations of the parties hereto. Notwithstanding the above it is the intent of each of the parties that this Second Supplement will be binding upon any successors in interest to either the BHC Tract or the SEC Tract and each of the parties hereto agree to provide for and assure the assumption and adoption of this Second Supplement by any successor in interest to any portion or all of either of the BHC or SEC Tracts.

*The rest of this page intentionally left blank.*

*Signatures appear on the following page.*

Second Supplemental Agreement  
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IN WITNESS WHEREOF, BHC and City/County have caused this Second Supplement to be executed effective as of the day and year first above written.

**County of Ford County, Kansas**

**City of Dodge City, Kansas**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT FOR COUNTY**

STATE OF KANSAS, \_\_\_\_\_ COUNTY:

BE IT REMEMBERED, that on \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, who is known to me to be the person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

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

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT FOR COUNTY**

STATE OF KANSAS, \_\_\_\_\_ COUNTY:

BE IT REMEMBERED, that on \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, who is known to me to be the person who executed the

above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

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

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT FOR COUNTY**

STATE OF KANSAS, \_\_\_\_\_ COUNTY:

BE IT REMEMBERED, that on \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, who is known to me to be the person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

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

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT FOR COUNTY**

STATE OF KANSAS, \_\_\_\_\_ COUNTY:

BE IT REMEMBERED, that on \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, who is known to me to be the person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

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

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT FOR CITY**

STATE OF KANSAS, \_\_\_\_\_ COUNTY:

BE IT REMEMBERED, that on \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, who is known to me to be the person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

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

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT FOR CITY**

STATE OF KANSAS, \_\_\_\_\_ COUNTY:

BE IT REMEMBERED, that on \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, who is known to me to be the person who executed the

Second Supplemental Agreement  
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above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

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

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_



**BHC Development, L.C.**

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

Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT FOR BHC DEVELOPMENT, L.C.**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY:

BE IT REMEMBERED, that on \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, who is known to me to be the person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be a voluntary act and deed for the purposes therein expressed.

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

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_

# *Memorandum*

*To: City Manager  
City Commissioners*

*From: Ray Slattery, P.E.  
Director of Engineering Services*

*Date: October 5, 2015*

*Subject: Quotes for Phase 1 of Central Ave.  
Improvements - McDonald's Drives  
ST 1506*

*Agenda Item: New Business*

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**Recommendation:** Approve quote from Building Solutions LLC, for the construction of two driveways' associated with the McDonald's development at Village Square Mall in the amount of \$49,952.50.

**Background:** This project is Phase 1 of the overall Central Ave. Improvements. These improvements will add a Two-Way Left Turn Lane (TWLTL) to Central Ave. from San Jose Dr. to just south of US 50. The San Jose Dr. and Central Ave. Intersection will be realigned and a traffic signal installed.

**Justification:** As part of the McDonald's development at Village Square Mall, the City will be making the fore mentioned improvements to Central Ave. Part of these improvements include the installation of two driveways for the McDonald's development.

**Financial Considerations:** The construction of Phase 1 of the Central Improvements will cost \$49,952.50. Funding of this project will be from CID approved through Ordinance 3609 at the July 20, 2015 Commission Meeting. The quote from Building Solutions LLC. is \$107.50 above the Engineer's Estimate.

**Purpose/Mission:** This project will continue the City's Core Value of Ongoing Improvements to provide for the community's future.

**Legal Considerations:** By approving the quote with Building Solutions LLC., the City will enter into a contract and be responsible to make payments to Building Solutions LLC., for the completed work.

**Attachments:** The quote tabulation for Building Solutions LLC and JAG Construction Co., which includes the Engineers' Estimate.

