

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, June 1, 2015

7:00 p.m.

MEETING #5007

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Pastor Darrell Hendrickson, First Church of God

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Joe Bogner Proclamation

Business Appreciation Month Proclamation

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, May 18, 2015;
2. Appropriation Ordinance No. 11, June 1, 2015;
3. Cereal Malt Beverage Applications;
4. Approval of Termination of Mages Real Estate Listing.
5. Approval of Change Order No. 1 for Downtown Concrete Repair.

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Bids for Rough Mower. Report by Director of Administration, Ryan Reid.

**OTHER BUSINESS**

**ADJOURNMENT**

## Proclamation

**WHEREAS**, Joe Bogner was one of the founders of the Dodge City/Ford County Development Corporation and served as the Chairman of the Board from 2000-2001; and

**WHEREAS**, Joe was one of the driving forces behind the 'Why Not Dodge' Campaign, was instrumental in the implementation of the "Why Not Dodge" Projects and served as the first Chairman of the Family Facility Advisory Board (FFAB) in 1997 (now known as CFAB) and served as the dedicated Chairman for five years; and

**WHEREAS**, Joe Bogner was an enthusiastic supporter of and contributor to Boot Hill Museum through sponsorships, contributions and memberships. He made it possible for Boot Hill Museum guests to 'belly up to the bar' in the Long Branch Saloon as they experience the legend of Dodge City. He was a strong advocate for tourism and preserving Dodge City's heritage for generations to come; and

**WHEREAS**, Joe was instrumental in bringing the casino project to Dodge City and was a founding member and director of the Mariah Fund; and

**WHEREAS**, education was important to Joe and he served on the Higher Education Committee, helped with the Newman University Fund Raising Event and supported local primary and secondary school events; and

**WHEREAS**, Joe was a founding member of Dodge City Main Street, served as the first Chairman of the Board, and contributed countless hours and financial support towards the revitalization of the historic downtown area. Without his efforts, the vision for the downtown area may not have become what it is today; and

**WHEREAS**, Joe devoted time and resources to Dodge City Days, Dodge City Roundup and supported Miss Rodeo Kansas. Joe received the 2014 Bronco Buster Recognition Award at the 2014 DC Days Kickoff; and

**WHEREAS**, Joe was named the Kansas Department of Commerce Outstanding Volunteer of the Year, received the Kansas Business Person of the Year Award in 2006 by the US Small Business Administration and was a sponsor of the Business Appreciation & Resource Fair; and

**WHEREAS**, Joe's contributions and support of the Dodge City Area Chamber of Commerce goals were numerous demonstrating selfless contributions to the economic wellbeing of the community and whose best business practices and actions best exemplified the mission of our Chamber: "to enhance the business climate and improve the quality of life in Dodge City and the surrounding area"; and

**WHEREAS**, Joe's generosity included donations for the housing initiative, Depot project, Trail of Fame, Dodge City Raceway Park, DC Family YMCA, Liberty Garden, caboose adjacent to Central Station, Duck's Unlimited and wildlife organization, the DC3 Endowment Board, and numerous programs and projects in communities throughout Southwest Kansas; and

**WHEREAS**, a quote from Joe as testament to all of these accomplishments, "Community is what makes us so we need to give back to the community."

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor of the City of Dodge City with the concurrence of the City Commission assembled in regular session at Dodge City, Kansas, this 1<sup>st</sup> day of June 2015, that June 6, 2015 shall be set aside for all citizens to recognize the numerous contributions of Joe and be declared as

**JOE BOGNER DAY**

to honor him for his outstanding leadership and service to the Dodge City community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Dodge City to be affixed, this 1st day of June, 2015.

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Mayor

ATTEST

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City Clerk

## PROCLAMATION

TO THE PEOPLE OF DODGE CITY, GREETINGS:

WHEREAS, the businesses of Dodge City are vital to our city's economic health; and

WHEREAS, Dodge City's existing businesses are the key to a prosperous future; and

WHEREAS, our existing businesses provide the most important components of growth as their expansion accounts for the majority of new jobs created for the people of Dodge City; and

WHEREAS, public awareness of the contributions made by Dodge City businesses is the key to sustaining a healthy business-community relationship; and

WHEREAS, the people of Dodge City are grateful to the businesses of Dodge City for their generous contribution to the quality of life we all enjoy;

NOW, THEREFORE, I Joyce Warshaw, Mayor of Dodge City, do hereby proclaim the month of June, 2015 as

### BUSINESS APPRECIATION MONTH

in Dodge City, and urge all residents of Dodge City to salute our local businesses for their contribution to our community.

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Joyce Warshaw, Mayor

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, May 18, 2015

7:00 p.m.

MEETING #5006

## **CALL TO ORDER**

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

**INVOCATION** by Vernon Bogart

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Mayor Joyce Warshaw proclaimed May 17 through May 23, 2015 as Public Works Proclamation Week. Corey Keller, Superintendent of Public Works spoke regarding the Public Works Proclamation. He publicly thanked all of the Public Works employees for all of their hard work and invited the City Commission to the luncheon to be held on Thursday.

**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, May 5, 2015;
2. Appropriation Ordinance No. 10, May 18, 2015;
3. Cereal Malt Beverage Applications:
  - a. Osaki Steak House, Inc.
4. Change Order No. 1 for 14<sup>th</sup> Avenue Sidewalk Program.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented; Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2015-15:** A Resolution adopting the South-Southwest Kansas (Region D) Multi-Hazard, Multi-Jurisdictional Hazard Mitigation Plan was approved on a motion by Commissioner Brian Delzeit. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.

**Resolution No. 2015-16:** A Resolution Establishing an Industrial Revenue Bond Policy for the City of Dodge City pending legal approval was approved on a motion by Commissioner Jan Scoggins. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

**Resolution No. 2015-17:** A Resolution Adopting a Policy for the Granting of Exemptions from Ad Valorem Taxation for Economic Development Purposes and Repealing Previous Policies Related Thereto pending legal approval was approved on a motion by Commissioner Jan Scoggins. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

**Resolution No. 2015-18:** A Resolution Establishing a Policy of the City of Dodge City, Kansas, Relating to Community Improvement Districts pending legal approval was approved on a motion by Commissioner Jan Scoggins. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

#### **OTHER BUSINESS**

Public Information Officer Jane Longmeyer

- Groundbreaking for the Regional Water Park will be held Thursday at 5:00 to 6:00 p.m.
- Ribbon cutting for the Public Transportation System will be Friday, May 22 at 11:00 a.m.
- Ribbon cutting for the Trail Street Project will be held on Friday, May 22 at 1:00 p.m.
- She is promoting the 4<sup>th</sup> of July celebration. The City will be accepting donations for the display. On June 17, a portion of Wendy's sales from 5:00 – 7:00 to go towards the fireworks display.

Commissioner Jan Scoggins

- Thanks all those who came out to the meeting this evening and all who took the time to watch it on television
- Thanked Corey Keller for the Public Works Proclamation and thanked all Public Works employees for their hard work.

Commissioner Rick Sowers

Mayor Joyce Warshaw

- Register to vote. A mail in ballot election will be held on June 25 for USD 443
- School is out on Thursday, so watch out for the children

Commissioner Brian Delzeit

- Happy Memorial Day Weekend. Please remember the meaning of the day and honor the military people. Many events are planned for Memorial Day, one out Fort Dodge and others around the community. Drive safely if traveling.

**ADJOURNMENT**

Commissioner Jan Scoggins moved to adjourn the meeting; Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk



# Memorandum

*To: City Commission*  
*From: Cherise Tieben, City Manager*  
*Ken Strobel, City Attorney*  
*Date: June 1, 2015*  
*Subject: Termination and Release Agreement*

**Recommendation:** Staff recommends approval of the proposed Termination and Release Agreement with Mages Real Estate Group. This Agreement serves to terminate a Development Agreement and Exclusive Real Estate Listing Agreement which the City presently has with the Mages Companies relating to the future development of the City owned industrial park property at the intersection of Highway 56 and South 14<sup>th</sup> Avenue.

**Background:** The Development Agreement and Real Estate Listing Agreement were approved in September of 2012, in anticipation of significant oil and gas activity in the Ford County area. Mages was interested in developing the Industrial Park into an oil and gas storage and support facility for the oil and gas industry, and had several interested Texas firms who had expressed interest in expansion in this area. Unfortunately, the anticipated oil and gas boom did not materialize and the property has not been activity promoted over the past 3 years.

**Justification:** Both Mages and the City desire to terminate the Development Agreement and the Exclusive Real Estate Listing Agreement. The Mages' Companies have signed the Termination and Release Agreement. Approval of the Agreement by the City would allow the City to pursue other opportunities for the possible sale and development of the property.

**Financial Consideration:** There are no financial ramifications with regard to the termination of either Agreement and both the City and Mages are released from any future obligations under the Agreement.

**Legal Consideration:** The Termination and Release Agreement were prepared by the City Attorney and approved by Mages legal counsel.

**Attachment:** Termination and Release Agreement.

## TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement (the “**Agreement**”) is made and entered into by and among the city of Dodge City, Kansas, a municipal corporation (the “**City**”), Mages Real Estate, LLC, a Texas limited liability company, (“**Mages RE**”), and Mages Group, LLC, a Texas limited liability company (“**Mages**”), which collectively may be referred to herein as the “**Parties**”, to be effective as of this 15<sup>th</sup> day of the month of May, 2015 (the “**Effective Date**”).

WHEREAS, on or about September 19, 2012, the City and Mages entered into and executed a “Development Agreement” a copy of which is attached hereto, marked Exhibit A, and made a part hereof by this reference; and

WHEREAS, on or about September 19, 2012, the City and Mages RE entered into an “Exclusive Right-to-Sell Agreement,” a copy of which is attached hereto, marked Exhibit B, and made a part hereof by this reference: and

WHEREAS, the Parties agree that both the Development Agreement and the Exclusive Right-to-Sell Agreement, by virtue of the termination language of said Agreements, are scheduled to automatically expire and terminate on or about September 19, 2015; and

WHEREAS, the Parties agree that it would be in the best interests of each to advance the termination dates of both the Development Agreement and the Exclusive Right to-Sell Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:


- 1) The above recitals are hereby incorporated as part of this Agreement.
- 2) The Development Agreement and the Exclusive Right-to-Sell Agreement are both terminated as of the Effective Date.
- 3) Mages RE and the City represent that, during the term of the Exclusive Right-to-Sell Agreement, no action or solicitation of prospective purchases has occurred which would by virtue of the provisions of the Exclusive Right-to-Sell Agreement result in any continuing or ongoing obligations of either of the City or of Mages RE following the termination or expiration of said agreement.
- 4) Mages and the City represent that, during the term of the Development Agreement, no action or solicitation of prospective purchases has occurred which would by virtue of the provisions of the Development Agreement result in any continuing or ongoing obligations of either of the City or of Mages following the termination or expiration of said agreement.
- 5) Mages does hereby release and discharge the City of and from any further obligations and responsibilities under the Development Agreement, including any and all claims or financial obligations in any manner arising out of the Development Agreement. The City does hereby release and discharge Mages of and from any further obligations and responsibilities under

the Development Agreement, including any and all claims or financial obligations in any manner arising out of the Development Agreement

- 6) Mages RE does hereby release and discharge the City of and from any further obligations and responsibilities under the Exclusive Right-to-Sell Agreement, including any and all claims or financial obligations in any manner arising out of the Exclusive Right-to-Sell Agreement. The City does hereby release and discharge Mages RE of and from any further obligations and responsibilities under the Exclusive Right-to-Sell Agreement, including any and all claims or financial obligations in any manner arising out of the Exclusive Right-to-Sell Agreement
- 7) This Agreement shall be binding on the Parties hereto and their respective successor and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement, on the dates reflected below, to be effective as of the Effective Date.

**Mages Group, LLC**

By:   
Duncan A, Simpson  
General Counsel & Secretary


Executed this 18<sup>th</sup> day of May, 2015

**City of Dodge City, Kansas**

By: \_\_\_\_\_  
Joyce Warshaw, Mayor

Executed this \_\_\_\_ day of May, 2015

**Mages Real Estate, LLC**


By:   
Duncan A, Simpson  
General Counsel & Secretary

Executed this 18<sup>th</sup> day of May, 2015

Attest: \_\_\_\_\_  
Nannette Pogue, City Clerk

Executed this \_\_\_\_ day of May, 2015

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, P.E.   
Director of Engineering Services*  
*Date: May 28, 2015*  
*Subject: Downtown Concrete Repair (ST 1500)*  
*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Change Order No. 1 for Downtown Concrete Repair.

**Background:** Downtown Concrete Repair was approved on April 13, 2015

**Justification:** 4" Concrete Sidewalk— The overrun of 10.5 S.Y. of 4" concrete sidewalk. The reason for the overrun was due to the expansion of the initial project scope to include additional sidewalk panels that were a tripping hazard and in need of repair.

6" Concrete Sidewalk — The overrun of 4 S.Y. of 6" concrete sidewalk. The reason for the underrun was due to adding 6" concrete sidewalk in more areas that were in need of repair.

8" Concrete Pavement — The overrun of 25 S.Y. of 8" concrete pavement. The reason for this overrun was due to the inclusion of larger areas of the downtown parking lot that were abutting the original areas called for reconstruction and including them in the project.

Remove and Replace 18" Curb & Gutter — The overrun of 16 LF of 18" Curb and Gutter. This overrun was due to the expansion of the initial quantities to include more curb and gutter in the project area to be replaced.

Remove and Replace 30" Curb & Gutter — The overrun of 3 LF of 30" Curb and Gutter. This overrun was due to the expansion of the initial quantities to include more curb and gutter in the project area to be replaced.

**Financial Considerations:** Change Order No. 1 is for an increase of \$4,327.87

**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: Ryan Reid*  
*Date: June 1st, 2015*  
*Subject: SUV*  
*Agenda Item: New Business*

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**Recommendation:** On May 19th, 2015 three bids were received and opened for one (1) new Front Deck Rotary Mower. Based on the bids received, staff would recommend purchasing the mower from the lowest bidder (Kansas Golf and Turf, \$18,383).

Bid tabulation is attached for your review.

**Background:** This mower was budgeted. The mower to be purchased will be utilized by the Mariah Hills Golf Course.

**Justification:** Kansas Golf and Turf had the lowest bids and they meet the specs.

**Financial Considerations:**

This purchase was budgeted for this year.

**Attachments:** Bid Tabulation, photos

**Front Deck Rotary Mower**

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
<b>Kansas Golf and Turf</b>	<b>\$18,383</b>	<b>Jacobsen Turf Cat D1105 E4B Diesel</b>
Professional Turf Products	\$19,177	Toro GM3280-D Does not meet specs
American Implement	\$18,723	John Deere 1550 w/60" deck Does not meet specs (belt driven)

**Low bid**



Jacobsen Turfcut Mower