

Dodge City/Ford County CFAB Advisory Board Meeting
City Hall
City Commissioners Chambers
Tuesday, March 24, 2015
5:00 P.M.
Agenda

Welcome: Chair Tom Stanley

Roll Call:

Call to Order: Chair Tom Stanley

Visitors:

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

1. Carnegie Center for the Arts Organizational Funding Progress Report

Consent Calendar:

1. Approval of Minutes from Feb 9, 2015 Meeting
2. "Why Not Dodge" Sales Tax Fund Monthly Financial Report

Report:

1. Dodge City Soccer Update-Report by Dodge City Soccer Promoter, Charles Johnson
2. Field Maintenance Update- Report by Director of Parks and Recreation, Paul Lewis

Unfinished Business:

1. Ford County Proposal for Horse Stalls Building as a "Why Not Dodge" Project-Report by Ford County Administrator, Ed Elam

New Business:

1. Approve Revised Promotion Agreement with Southwest Sports- Report by Director of Parks and Recreation, Paul Lewis

Next Meeting Date(s):

1. CFAB Meeting-Wednesday, April 15, 2015 6:00 PM City Commissioners' Chambers, City Hall
2. Joint Commission Meeting-Monday, April 20, 2015 6:00 PM City Commissioners' Chambers, City Hall

Adjournment

Community Facilities Advisory Board Minutes
City Hall, Commission Chambers
Monday, February 9, 2015

Rose Room

6:00 p.m.

WELCOME: Tom Stanley, Chair opened the meeting and welcomed the CFAB board.

ROLL CALL: Tom Stanley, Ryan Rabe, Bill Turley, Michael Martinez, Dr. Perak and Dan Schenkein, Commissioner Rick Sowers, Commissioner Shawn Tasset, City Manager Cherise Tieben and County Administrator Ed Elam

APPROVAL OF CONSENT CALENDAR:

1. **Approval of Consent Calendar-** Dan Schenkein moved to approve the consent calendar as presented, Dr. Perak seconded the motion. The motion carried 6-0.

NEW BUSINESS:

1. **Recommend Guaranteed Maximum Price for Heritage District Site Improvements- Report by Parks and Recreation Director-Paul Lewis-Chair** Tom Stanley explained that this item had been included on the agenda by mistake. Ryan Rabe made a motion to remove the item from the agenda. Bill Turley Seconded. The motion passed unanimously.
2. **Presentation of Design Development for Regional Aquatics Park -Report by Parks and Recreation Director-Paul Lewis- Presentation of Design Development for Regional Aquatics Park -Report by Parks and Recreation Director-Paul Lewis-Dave Swartz,** with Water's Edge Design and Todd Knight, Construction Manager at Risk with McCownGordon made a presentation on the Design Development Package for the regional Aquatics Park. Mr. Swartz explained that some of the key features of the complex included the lazy river, spray waterfalls and rockscape along with the signature slides. A change from the original design was with the Boomerango slide which would need a seventy-five foot plunge pool. The slide that will replace be replaced with a comparable model that works in the space allowed from another vendor. The design team also presented the bathhouse, filter building and explained how a salt water system would be used for the facility. In addition, they showed how it would be a western themed. The cost estimate was \$13,145,855 which exceeds the proposed budget of \$10,000,000. Staff will work with the design development team on costs to stay within the project budget. The consensus of the CFAB Board that other than exceeding the budgetary costs they were in favor of the design plan for the water park.

Bill Turley made motion to recommend that Joint Commissions proceed with the Design Development package from the Construction Manager at Risk McCownGordon, while staying within the \$10,000,000 budget. Mike Martinez seconded the motion that passed unanimously.

UPCOMING MEETINGS:

1. CFAB Meeting-Wednesday, February 25, 2015 6:00 PM City Commissioners' Chambers, City Hall

ADJOURNMENT: Bill Turley made a motion to adjourn the meeting. Mike Martinez seconded. The motion passed unanimously.

SALES TAX PROJECT FUND
STATEMENT OF REVENUE AND EXPENDITURES
BUDGET PERFORMANCE
December, 2014

	Current Month (December 2014) Actual	Current Month (December 2014) Budget	Current YTD (Jan-Dec 2014) Actual	Current YTD (Jan-Dec 2014) Budget	Annual FY 2014 Budget	
Revenues						
Sales Tax	495,608.58	466,674.00	6,083,114.95	5,600,000.00	5,600,000.00	108.63% Added 392,326.61 rec in bank, but not in books by 12/31
Transfer from general Fund	0.00	0.00	0.00	0.00	0.00	0.00%
Investment Earnings	165.14	424.00	1,516.62	5,000.00	5,000.00	30.33%
Field Sports Revenues	4,960.00	1,511.00	33,608.42	18,000.00	18,000.00	186.71%
Racetrack Revenues	0.00	0.00	0.00	0.00	0.00	0.00%
Sale of Advertising	0.00	587.00	2,000.00	7,000.00	7,000.00	28.57%
Miscellaneous	<u>0.00</u>	<u>0.00</u>	<u>275.00</u>	<u>0.00</u>	<u>0.00</u>	0.00%
	500,733.72	469,196.00	6,120,514.99	5,630,000.00	5,630,000.00	108.71%
Expenditures						
Field Sports						
Personnel Services	11,868.16	18,966.00	205,380.27	227,185.00	227,185.00	90.40%
Contractual Services	12,975.62	8,259.00	101,533.96	98,250.00	98,250.00	103.34%
Commodities	17,776.76	7,151.00	116,297.94	85,350.00	85,350.00	136.26%
Capital	0.00	1,250.00	5,390.00	15,000.00	15,000.00	35.93%
Field Sports-Concessions	0.00	0.00	0.00	0.00	0.00	
Field Sports-Tournaments	<u>7,500.00</u>	<u>11,337.00</u>	<u>122,500.00</u>	<u>136,000.00</u>	<u>136,000.00</u>	90.07%
Total-Field Sports	50,120.54	46,963.00	551,102.17	561,785.00	561,785.00	98.10%
Administration						
Contractual Services	770.00	73,786.00	874,474.69	885,300.00	885,300.00	98.78%
Commodities	0.00	25.00	0.00	300.00	300.00	0.00%
Capital	53,147.95	0.00	288,332.85	0.00	0.00	0.00% **Water Park Expenses to be Reimbursed
Bond Payment Transfers	0.00	210,837.00	2,568,048.32	2,530,000.00	2,530,000.00	101.50%
Transfer to Depr & Repl	0.00	28,750.00	345,000.00	345,000.00	345,000.00	100.00%
Other	0.00	174.00	800.00	2,000.00	2,000.00	40.00%
Total-Administration	53,917.95	313,572.00	4,076,655.86	3,762,600.00	3,762,600.00	108.35%
Special Events Centers						
Contractual	30,864.78	50,898.00	1,007,318.30	610,600.00	610,600.00	184.97% *121,815.30 prior year UWA Subsidy
Commodities	0.00	0.00	877.00	0.00	0.00	0.00%
Total-Special Events Centers	30,864.78	50,898.00	1,008,195.30	610,600.00	610,600.00	165.12%
Facilities Maintenance						
Personnel Services	0.00	1,406.00	9,873.69	16,740.00	16,740.00	58.98%
Contractual Services	0.00	49.00	0.00	500.00	500.00	0.00%
Commodities	2,119.48	835.00	2,193.90	9,800.00	9,800.00	22.39%
Total-Facilities Maintenance	2,119.48	2,290.00	12,067.59	27,040.00	27,040.00	44.63%
Raceway Park						
Personnel Services	339.09	596.00	9,041.56	7,020.00	7,020.00	128.80%

OPERATING FUND-SALES TAX PROJECTS

Contractual Services	6,103.26	22,406.00	260,722.54	268,300.00	268,300.00	97.18%
Commodities	741.87	1,625.00	9,300.58	19,500.00	19,500.00	47.70%
Capital Outlay	13,000.00	500.00	12,650.05	6,000.00	6,000.00	210.83%
Total-Raceway Park	20,184.22	25,127.00	291,714.73	300,820.00	300,820.00	96.97%
TOTAL EXPENDITURES-OPERATING FUN	157,206.97	438,860.00	5,939,735.65	5,262,845.00	5,262,845.00	112.86%
Revenue Over/Under Expenditures	343,526.75	30,346.00	180,779.34	367,155.00	367,155.00	

ST Organizational Funding Fund						
Revenues						
Grants	0.00	0.00	0.00	0.00	0.00	
Charges for Services	0.00	0.00	45.96	0.00	0.00	
Transfer From Sales, Tax Fund & Other	0.00	64,750.00	780,000.00	777,000.00	777,000.00	100.39%
Total Revenue-ST Organizational Funding	0.00	64,750.00	780,045.96	777,000.00	777,000.00	
Expenditures						
Personnel Services	6,574.44	5,298.00	65,865.28	63,235.00	63,235.00	104.16%
Contractual Services	316.53	74,892.00	582,801.04	898,275.00	898,275.00	64.88%
Commodities	29,777.62	348.00	257,419.56	4,000.00	4,000.00	6435.49%
Capital Outlay	0.00	0.00	0.00	0.00	0.00	
Total Expenditures-ST Organizational Fundir	36,668.59	80,538.00	906,085.88	965,510.00	965,510.00	93.85%
Revenue Over/Under Expenditures	-36,668.59	-15,788.00	-126,039.92	-188,510.00	-188,510.00	

Debt Service Account						
Revenues						
Investment Income	5,005.10		41,877.36			
Transfer from Project Fund	0.00		204,405.99			
Transfer from Operating Funds	430,244.16		2,568,048.32			
Total Revenues	435,249.26		2,814,331.67			
Expenditures						
Principal Payments	0.00		825,000.00			
Interest Payments	845,732.50		1,703,840.00			
Total Expenditures	845,732.50		2,528,840.00			
Revenue Over/Under Expenditures	-410,483.24		285,491.67			

BALANCE SHEET
SALES TAX PROJECT FUNDS
ENDING December 31, 2014


	Operating <u>Fund</u>	Organizational Funding <u>Fund</u>	ST-Depr. & Replacement <u>Fund</u>	Event <u>Fund</u>	SEC Project <u>Fund</u>	Debt Service <u>Account</u>	TOTAL SALES TAX <u>PROJECTS FUNDS</u>
ASSETS							
Assets							
Cash	3,328,400.46	124,085.20	4,646,183.57	155,065.80	0.00	1,098,008.49	9,351,743.52
Cash - Reserve						3,443,929.02	3,443,929.02
Miscellaneous Receivable	295.25						295.25
Sales Tax Receivable	378,748.34	0.00	0.00	0.00		0.00	378,748.34
Deferred Bond Issuance Costs	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>831,124.81</u>	<u>831,124.81</u>
TOTAL ASSETS	3,707,444.05	124,085.20	4,646,183.57	155,065.80	0.00	5,373,062.32	14,005,840.94
LIABILITIES & FUND BALANCE							
Liabilities							
Accounts Payable	15,564.98	5,853.27	0.00	0.00		0.00	21,418.25
Salaries Payable	2,936.92	1,618.80	0.00	0.00		0.00	4,555.72
Sales Tax Payable		2.00					2.00
Compensated Absences Payable	7,660.95	2,298.90	0.00	0.00		0.00	9,959.85
Accrued Interest Payable	0.00	0.00	0.00	0.00		141,986.67	141,986.67
Bond Premium	0.00	0.00	0.00	0.00		60,244.84	60,244.84
Bonds Payable-Current	0.00	0.00	0.00	0.00		0.00	0.00
Bonds Payable-Non-Current	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>37,070,000.00</u>	<u>37,070,000.00</u>
TOTAL LIABILITIES	26,162.85	9,772.97	0.00	0.00	0.00	37,272,231.51	37,308,167.33
Total Current Liabilities							
FUND BALAN	3,670,781.20	114,312.23	4,646,183.57	155,065.80	0.00	5,791,461.81	14,377,804.61
Reserve for Encumbrances	10,500.00	0.00	0.00				10,500.00
Net Capital Assets-Related Debt						-37,895,000.00	-37,895,000.00
Unused debt proceeds						204,369.00	204,369.00
Total Fund Equity	3,681,281.20					<u>-31,899,169.19</u>	-23,302,326.39
TOTAL LIABILITIES AND FUND EQUITY	<u>3,707,444.05</u>	<u>124,085.20</u>	<u>4,646,183.57</u>	<u>155,065.80</u>	<u>0.00</u>	<u>5,373,062.32</u>	<u>14,005,840.94</u>



Parks and Recreation

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

Memorandum

To: Community Facilities Advisory Board
From: Paul Lewis, Parks & Recreation Director 
Date: March 20, 2015
Cc: Cherise Tieben, City Manager
Ed Kimminau, Southwest Sports
Subject: Tournament Promotion Agreement

RECOMMENDATION: Staff proposes the attached agreement with Southwest Sports for tournament promotion at Legends Park and that it be recommended to the City Commission for their approval.

BACKGROUND: The attached agreement is a modification on an existing contract with Southwest Sports for tournament promotion services for Legends Park and Cavalier Field. Southwest Sports has been promoting tournaments primarily at Legends since 2004 and annually provides 12 to 15 events at that facility. Those events bring in 250 to 300 teams from five states and generates a significant number of room nights and has an important impact on the local economy.

This agreement consolidates a variety of amendments that have been incorporated over the years and also introduces a transition component for future consideration. The major revisions include:

- Ties concession operations in with existing tournament promotion responsibilities eliminating the need for a separate amendment;
- Consolidates payment obligations from each party and makes financial processes less cumbersome;
- Adds additional administrative funding support in the amount of \$1,000 for each event promoted and conducted at the facilities and \$250 for events that are promoted but cancelled due to insufficient numbers.
- Includes new language that provides a succession strategy for future years including the transition of the web site domain, restructured compensation to the association, etc.

JUSTIFICATION: Over the years there have been two or three amendments and adjustments to the original contract. This update incorporates all those changes into one current agreement. Secondly, it provides a succession plan agreeable to both parties that insures the continuation of a program that has achieved the goal of bringing people and teams to the community and enhancing the local economy.

FINANCIAL CONSIDERATIONS: The additional costs associated with this contract are approximately \$15,000 for the year depending on the final schedule provided by Southwest Sports. There are sufficient funds in the Field Sports Administration fund to accommodate this expense.

PURPOSE/MISSION: This contract is consistent with the goals of the Why Not Dodge program which is designed to encourage tourism and build a tourism based economy.

LEGAL CONSIDERATIONS: If recommended by CFAB, this contract will be presented to the City Commission for final approval.

ATTACHMENTS: Southwest Sports Agreement

**TOURNAMENT PROMOTION AGREEMENT
LEGENDS PARK**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (City), and Southwest Sports Association, Inc., a not-for-profit Kansas corporation (Association).

WHEREAS, City is the owner and operator of Legends Park baseball/softball complex (Legends Park) and Cavalier Field baseball complex (Cavalier Field) (collectively the "Venues"). Legends Park was constructed with, and is operated by, City with sales tax revenues resulting from the June 10, 1997 city/county sales tax election and under the terms and conditions of an Interlocal Agreement between City and Ford County, Kansas; and,

WHEREAS, the purpose and intent of the construction and operation of the Venues was to bolster local economic development within City and Ford County, Kansas (the "Community") by attracting and conducting baseball/softball tournaments, bringing visitors and participants from outside the area to the Community, and providing quality facilities for the use and enjoyment of local residents; and,

WHEREAS, City desires to enhance the use of the Venues as tournament venues for the purposes stated above; and,

WHEREAS, Association has knowledge, contacts and experience in promoting various baseball/softball tournaments throughout the state of Kansas and can provide services which will enhance the use of Legends Park and Cavalier Field as tournament venues and bring out area teams to the community; and,

WHEREAS, City, upon approval of the Ford County Commission and recommendation of the Community Facilities Advisory Board (CFAB), desires to enter into this Agreement for the promotion of tournament play at the Venues under the direction, organization and supervision of Association, under the terms and conditions set forth herein, and Association desires to provide such tournament promotion and services under the terms and conditions set forth herein;

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

1. **Use of Legends Park by Association:** City agrees to make Legends Park and Cavalier Field available for the use of the Association for the purpose of the Association's promoting, scheduling, operating, sponsoring and conducting tournament play at Legends Park and Cavalier Field (Venues) during the "Tournament Season" subject to the terms and conditions provided herein. For purposes of this Agreement, Tournament Season includes each Friday, Saturday and Sunday from April 1, 2015 through October 31, 2015.

2. **Term of Agreement:** The term of this Agreement will be for a period from January 1, 2015, through December 31, 2015.

3. **Termination of Agreement:** The parties may mutually agree to termination at any time.

4. **Maintenance of Venues:** Maintenance of the Venues will be the responsibility of City for the days of the Tournament Season during which Association tournaments are conducted.

In the event additional field maintenance supplies are required due to Association use, Association will be responsible for providing such supplies.

In the event of inclement weather during or preceding tournament play, Association will confer with City's field maintenance director to determine playability of the fields or possible options available. In the absence of a mutual agreement concerning playability of the fields, the final decision will be the responsibility of City.

5. Compensation to City: For and in consideration of the use and availability of the Venues during the Tournament Season and for the cost and expense of field maintenance and preparation by City, Association shall pay to City within ten (10) calendar days following each Association Tournament Season a sum equal to the total of Seventeen Thousand Dollars (\$17,000.00) per year for field rental charges for all events which include the Venues and Concessions.

6. Compensation to Association: Total tournament promotion compensation will be One Hundred Thousand Dollars (\$100,000.00) annually less Seventeen Thousand Dollars (\$17,000.00) per year for Concession privileges and Venue rental charges outlined above for all events that include the Venues. City payments to the Association will then total Eighty-Three Thousand Dollars (\$83,000.00). Such funds will be expended in accordance with annual approved budget allocations.

In addition to the amounts described above, City will pay to Association the amount of One Thousand Dollars (\$1,000.00) for each separate tournament conducted at the Venues during the Tournament Season. Association will be entitled to this additional compensation for any tournament that is cancelled following the start of play for any reason other than insufficient numbers of participating teams or players.

In addition to the amounts described above, City will pay to Association the amount of Two Hundred Fifty Dollars (\$250.00) for each separate tournament advertised for registration but cancelled for any reason prior to the start of play.

Upon execution of this Agreement City will deposit in the Account described below the sum of Twenty-Five Thousand Dollars (\$25,000.00). A second deposit of Twenty-Five Thousand Dollars (\$25,000.00) will be made to the Account on April 1, 2015. A third deposit of Twenty-Five Thousand Dollars (\$25,000.00) will be made to the Account on August 1, 2015. A fourth deposit of Eight Thousand Dollars (\$8,000.00) will be made to the Account on December 1, 2015. Said payments will be subject the Kansas Cash Basis Law and approval of budgeted funds for tournament promotions in the annual CFAB budget. Said payments will be deposited in a bank account opened by Southwest Sports Association, Inc., entitled "Legends Tournament- Association" (the "Account") in a bank located in Dodge City, Kansas to be used by Association solely for the purposes of the reimbursement of and/or payment of costs and expenses directly related to promoting, sponsoring, and/or conducting tournament events at the Venues during Tournament Season. In addition, all revenues received by Association as a result of tournaments which are promoted, sponsored and/or conducted by or through Association at the Venues will be deposited in the Account.

Association shall provide a full accounting of all such receipts, deposits and expenditures of funds in the Account to the City Manager at least quarterly each year. Such accounting must identify the amount and source of each separate receipt and deposit, and each separate expenditure from the Account, the purpose of the expenditure and to whom it was paid as well as the balance of funds remaining in the

Account. The accounting must include proof of payment of all expenditures in the form of receipts or invoices. All Association accounts, books, and records related to Venues' activities will be made available to City for review and/or audit upon City's request and at City's expense.

Upon termination of this Agreement, any unexpended funds provided to Association from the CFAB budget as set forth above shall be returned to City and deposited in the CFAB sales tax fund.

7. Concession Facilities: City grants to Association the use of the concession facilities and equipment at the Venues and St. Mary Soccer Facility (collectively the "Premises") for the sale of food and beverage (collectively "Concessions"). Association shall provide Concessions for all events conducted at the Premises. Association shall pay all costs and expenses incurred in providing Concessions and will retain all income from such sales.

Association will have conditional possession of the Premises solely for the purpose of purveying and selling of Concessions. City will have reasonable access to the Premises for all purposes including the monitoring of maintenance and compliance with this Agreement. City's access will not unreasonably interfere with Association's use and conditional possession.

Association agrees to conduct the Concessions in a clean, safe and orderly manner and will maintain on-site presence of adult supervision at all times that Concessions are being provided. Association shall obtain all necessary licenses and/or permits for the operation of Concessions at the Premises.

No Concessions will be dispensed or consumed in glass containers at the Premises or other City owned properties.

Association shall provide City a complete end-of-year financial report no later than December 1. Said report must include all revenues and expenses derived from Concessions for the calendar year just completed.

Association is responsible for purchasing all inventory and additional or replacement equipment necessary to provide Concessions at the Premises. Any equipment purchased by Association will remain the property of Association and may be removed by Association at the termination of this Agreement. Any and all such equipment will be removed from the Premises within thirty (30) days of the termination of this Agreement. Any equipment not purchased by Association will remain the property of City at the termination of this Agreement.

Association will be solely responsible for all repairs required to equipment on the Premises. For repairs to any piece of equipment with a replacement cost of greater than One Thousand, Five Hundred Dollars (\$1,500.00), City may elect to reimburse Association for expenses greater than Three Hundred Dollars (\$300.00) if in City's sole discretion such repairs are advisable. If reimbursement will be sought by Association from City, Association shall notify City of the need for repairs to any equipment prior to initiating such repairs.

Association shall leave the Venues in a condition at least as good as they were on the date of this Agreement, normal wear and tear excepted.

8. Marketing Agreements. City reserves the right, in its sole and absolute discretion, to make or enter into exclusive product marketing agreements related to the

Venues and Concessions. Association agrees that any and all such product marketing agreements will be binding upon Association. Association may not enter into any product marketing agreements related to the Venues and Concessions without the prior written consent of City.

9. Insurance Coverage: The Association shall maintain, at its sole cost and expense, general comprehensive public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) providing coverage for claims or causes of action resulting from personal injury (including death) or property damage sustained by any invitee, consumer, customer, fan, and/or participant occurring on the premises of the Venues or other City facilities used during any Association-promoted or sponsored event, and will name City and Ford County as additional insureds in such insurance policy. Prior to the beginning of each Tournament Season, Association shall provide City a certificate of insurance evidencing the existence of the coverage and providing for at least thirty (30) days prior notice to City of any termination or modification of such insurance coverage during the Tournament Season.

10. Repairs and Utilities: City shall provide all repairs to the Venues' facilities and equipment, except those described in Section 7 above, which are necessary in order to provide suitable and usable facilities during the Tournament Season; provided, however, in the event such repairs are necessitated by the negligence or misuse of the facilities or equipment by Association or others under Association's direction and control, then the costs of such repairs or a portion thereof shall be reimbursed to City from the Account or withheld from future advances to the

Account. City shall pay all electric, water, sewer, and trash removal charges for the Venues during the Tournament Season.

11. Association Personnel and Supervision: Association shall provide at its expense all personnel necessary to promote, conduct, supervise, and produce high quality tournaments at the Venues, including but not limited to tournament directors, game officials, umpires, scorekeepers, PA announcers, gatekeepers, and necessary security personnel.

12. Use of Additional City Facilities: In the event an Association event conducted during the Tournament Season requires the use of City baseball/softball fields in addition to the Venues, Association shall submit a request to City's Director of Parks and Recreation (Director), at the earliest possible time, identifying the number of additional fields required and the dates such fields would be in use. Association and Director shall then meet to determine the availability of such fields and will mutually agree upon the amount of reimbursement, if any, to be provided to City for any additional preparation and maintenance required.

13. Non-Assignment: This Agreement and all of the privileges and responsibilities herein granted and accepted, may not be assigned by Association to any third party without the prior written consent of City.

14. Continuation of Certain Tournament Events: Association acknowledges that the Venues have been utilized over the past years for certain locally sponsored tournaments such as the City 48-hour Tournament, the Hispanic Tournament, Youth baseball tournaments, and by the Dodge City Community College women's softball tournament. Association further acknowledges that the use of the

Venues is currently subject to provisions of certain facility use agreements between City and U.S.D. No. 443 and Dodge City Community College. Association pledges its support and assistance in assuring the continuation of these and other similar events at the Venues and will fully cooperate with local sponsors, U.S.D. No. 443, and Dodge City Community College to assure availability of the Venues for such events. If such events occur during the Tournament Season, Association shall, upon request, assist local sponsors in the promotion, conduct, and supervision of such events. Absent agreements to the contrary between such local sponsors, U.S.D. No. 443, or Dodge City Community College such events will not be subject to the terms and conditions of this Agreement, and the payments referred to in Section 5 above shall not be assessed; provided, however, Association may expend funds from the Legends Tournament account for cost and expense reimbursement for services provided by Association for such events.

13. **Scheduling of Facilities During the Tournament Season:** At the earliest possible time prior to each Tournament Season, Association shall provide to Director a proposed schedule for Association tournaments at the Venues, which schedule may be expanded and updated as additional tournaments are scheduled. Subject only to the provisions of Section 13 above, Association tournaments will have scheduling preference regarding the use of the Venues. Association and Director shall work cooperatively to resolve any scheduling conflicts so as to accommodate Association tournament usage whenever possible.

In the event City is approached by tournament promoters or sponsors other than Association requesting use of the Venues during the Tournament Season,

Director shall refer such promoters and sponsors to Association, and Association shall work in a cooperative manner with such promoters and sponsors in an effort to accommodate the most enhanced use of the Venues for tournament play. In the event Association and other promoter or sponsor are unable to reach a mutually acceptable agreement with regard to the proposed use of the Venues, Director may allow use of the Venues by the other promoter or sponsor upon such terms and conditions as Director deems appropriate, so long as the scheduling of such tournament does not conflict with Association's scheduled use of the Venues or otherwise interferes with or detracts from Association tournaments previously scheduled.

16. Association Care of Facilities: Association shall at all times during its use of the Venues keep and maintain the Venues in a good, clean, and proper manner. Nothing contained herein shall prevent Association from making or assisting with necessary repairs and/or improvement to the Venues; provided, however, except for repairs of an emergency nature, any Association repairs or improvements will require the prior approval of City. Except as otherwise provided in this Agreement, Association shall comply with all City rules and regulations applicable to the Venues.

17. Dispute Resolution: In the event a disagreement or dispute should arise between the parties as to the respective party's responsibilities under this Agreement or as to the interpretation of this Agreement, the parties shall use their best efforts to resolve the same by mutual agreement; provided, however, that if the parties are unable to reach such an agreement, the dispute will be resolved by the decision of the City Manager, which decision shall be final and binding on both parties.

18. Purpose, Intent, and Cooperation: City and Association acknowledge that the purpose and intent of this Agreement is to enhance the use of the Venues for tournament play which will draw to the Community teams, participants, families and fans from outside the Community which in turn will stimulate and promote the Community economy. The parties further understand and agree that the utmost good faith and cooperative effort between them will be required to accomplish and fulfill the intent of this Agreement and both agree to work with one another in a cooperative manner of mutual respect to accomplish the intended results of this Agreement.

19. Breach: In the event of a breach of this Agreement, City may terminate this Agreement by giving Association written notice of the breach, specifying the matter(s) in which Association is in default. Association shall have seven (7) calendar days in which to completely remedy the breach. If the breach has not been remedied within said time, this Agreement will be ended and of no further force or effect. City shall have the right to reenter the Venues and begin operations. Association shall immediately remove its equipment and vacate the Venues. All monies owed by Association to City shall be immediately due and payable.

20. Information and Reports: Association shall keep accurate records concerning tournament promotions and activities, including number of participants, attendees and fans, length of stay and other information related to the potential economic impact of the activities. Such information will be compiled and submitted to City at the close of the Tournament Season. In addition, City and Association shall meet at the close of the Tournament Season and to review the provisions of this Agreement and address other issues related to the use of the Venues.

21. **Amendments:** This Agreement may be amended at any time by mutual written agreement of the parties.

22. **Website:** Association agrees to assign to City all rights in and to the web domain "**dodgecitysports.com**".

23. **Misc. Information:** Association agrees to provide City with contact information for all teams participating in tournaments during any and all Tournament Seasons. Said information will include name of contact person(s), phone numbers and email addresses. Association further agrees to provide all 1099 forms and sales tax documentation requested by City for the Tournament Season just completed.

24. **Subsequent Tournament Seasons.** The parties are confirming their intent to enter into good-faith negotiations, no later than November 1, 2015, for the preparations of a Tournament Promotions Agreement for the 2016 Tournament Season.

This agreement will address:

- a) transition of tournament director
- b) restructured compensation
- c) Concessions
- d) Scheduling
- e) All other necessary provisions for providing high-quality tournament organization, promotion and production

25. **Binder:** This Agreement will be binding upon the parties hereto and their respective successors and assigns. Both parties warrant and represent that each has taken all steps necessary to bind themselves to the terms and conditions as set out above and for approval of this Agreement and that the persons executing this

Agreement are duly authorized to bind the parties hereto by virtue of their signatures as set forth below.

In witness whereof the parties have executed this Agreement on the dates below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By: _____
Brian Delzeit, Mayor

ATTEST:

Nannette Pogue, City Clerk

Approved this _____ day of _____, 2015.

SOUTHWEST SPORTS ASSOC., INC.
A Not-For-Profit Kansas Corporation

By _____
President

ATTEST:

Secretary

Approved this _____ day of _____, 2015.

FORD COUNTY COMMISSION APPROVAL

The above Agreement is hereby approved by the Commission of Ford County, Kansas.

By _____
Chris Boys

By _____
Danny Gillum

By _____
Shawn Tasset

Approved this _____ day of _____, 2015.