

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, April 1, 2019

7:00 p.m.

MEETING #5122

## **CALL TO ORDER**

## **ROLL CALL**

## **INVOCATION BY**

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

## **PETITIONS & PROCLAMATIONS**

Child Abuse Prevention Month 2019 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, March 18, 2019;
2. Appropriation Ordinance No.7 April 1, 2019;
3. Cereal Malt Beverage License:
  - a. Dodge City Athletics Baseball Association, San Jose Drive;
  - b. Pilot Travel Centers, 2524 E. Wyatt Earp Blvd.;
4. Approval of the Contract Amendments for the Depot Theatre.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2019-12:** A Resolution Changing the Official Signers on an Account at the Designated Depository for City Funds, Fidelity State Bank. Report by Finance Director/City Clerk, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Bid for the 2019 Asphalt Street Project. Report by P.E. City Engineer, Tanner Rutschman
2. Approval of the Real Estate Contract to Purchase the land known as the VFW Park Property. Report by City Manager, Cherise Tieben.
3. Approval of Real Estate Contracts to Purchase the Lands known as 139 Cottonwood, 1201 W. Park Street and 1203 W. Park Street Properties. Report by City Manager, Cherise Tieben.
4. Approval of Bid for the Demolition of the Building at 2301 N. 14<sup>th</sup> Avenue. Report by Director of Engineer, Ray Slattery.

## **OTHER BUSINESS**

## **ADJOURNMENT**



**CASA-Children Worth  
Saving, Inc.**

**2008 1<sup>st</sup> Ave, Suite 806  
PO Box  
843**

**Dodge City, KS 67801**

**Phone (620) 225-1278 Fax (620) 225-0815**

### **Child Abuse Prevention Month 2019 Proclamation**

Whereas, children are key to the state's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

Whereas, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

Whereas, child abuse and neglect can be prevented by supporting and strengthening Kansas' families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

Whereas, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

Whereas, by providing safe, stable and nurturing relationships for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

Therefore, I, Mayor of Dodge City, Kansas, do hereby proclaim April 2019 as Child Abuse Prevention month.

---

Signed

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, March 18, 2019

7:00 p.m.

MEETING #5122

## **CALL TO ORDER**

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

**INVOCATION BY** Pastor Steve Ormond, First Baptist Church

## **PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA** – Commissioner Jan Scoggins moved and Commissioner Joyce Warshaw seconded to approve the Agenda as presented. The motion carried unanimously.

## **PETITIONS & PROCLAMATIONS**

Commissioner Jan Scoggins read the Women’s History Month proclamation. Kathleen Jones spoke in behalf of Women’s History Month and Women’s Chamber of Commerce. Mayor Brian Delzeit proclaimed the month of March as Women’s History 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).

Bob Wetmore, Co-Director of GDPI presented the Great Plains Development, Inc. annual report and talked about their services to the City of Dodge City and to 28 counties in Southwest Kansas.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, March 18, 2019;
2. Appropriation Ordinance No.7 April 1, 2019;
3. Cereal Malt Beverage License:
  - a. El Korita Restaurant, 2001 W. Wyatt Earp Blvd.;
  - b. Kwik Shop, Inc. #703, 1500 W. Wyatt Earp Blvd.;
  - c. Kwik Shop, Inc. #762, 1811 Central Avenue.
4. Change Order #1 for Light Cleaning & TV Inspection of National Beef Gravity Sewer Project.

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

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3708:** An Ordinance Regulating the Sale of Cereal Malt Beverage and Beer containing not more than 6% Alcohol by Volume within the City of Dodge City, Kansas and amending Chapter 3, Article 2, Sections 3-201 to 3-215 of the Code of the City of Dodge City, Amending Ordinance No. 3704 and Section 3-101 of the Code of Dodge City and repealing any Ordinance of the Code of the City of Dodge City in conflict with this Ordinance was approved on a motion by Commissioner Joyce Warshaw. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

**Ordinance No. 3709:** An Ordinance Amending Chapter V. Business Regulations, Article 6. Temporary Licenses/Permits with changes in the fees for background check to \$75.00 was approved on a motion by Commissioner Kent Smoll. Commissioner Rick Sowers seconded the motion. The motion carried 4-1, with Commissioner Jan Scoggins voting no.

**Ordinance No. 3710:** An Ordinance annexing to the City of Dodge City the described property of 2601 East Trail Street, in accordance with K.S.A. 12-520 Et. Seq; and providing for the zoning thereof was approved on a motion by Commissioner Joyce Warshaw. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

**Ordinance No. 3711:** An Ordinance vacating a portion of Ash Street right-of-way adjacent to Avenue P as platted in Haggard Addition was approved on a motion by Commissioner Jan Scoggins. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

**Ordinance No. 3712:** An Ordinance annexing to the City of Dodge City the described properties as part of the Shared Road Agreement between the City of Dodge City and Ford County, in accordance with K.S.A. 12-520 Et Seq; and providing for the zoning thereof was approved on a motion by Commissioner Kent Smoll. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

**Ordinance No. 3713:** An Ordinance establishing a maximum speed limit on streets listed in the Ordinance within the city limits and repealing conflicting Ordinances or parts of Ordinances along with establishing no parking on certain streets per this Ordinance and providing penalties for violations of the provisions of this Ordinance was approve on a motion by Commissioner Jan Scoggins. The motion was seconded by Commissioner Kent Smoll. The motion carried unanimously.

**Resolution No. 2019-09:** A Resolution certifying Legal Authority to apply for and administer the 2019 Rural Business Enterprise Grant from the United States Department of Agriculture Rural Development was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

**Resolution No. 2019-10:** A Resolution setting fees for various beverage licenses and amending Appendix A. Fees of the Code of the City of Dodge City was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

**Ordinance No. 3714:** An Ordinance providing for adoption of the small cell aesthetic standards for the City of Dodge City was approved on a motion by Commissioner Jan Scoggins. The motion was seconded by Commissioner Kent Smoll. The motion carried unanimously.

**Resolution No. 2019-11:** A Resolution to establish fees for applications to install wireless facilities in the City of Dodge City, Kansas, pursuant to Ordinance No. 3714 was approved on a motion by Commissioner Jan Scoggins. The motion carried unanimously.

## **NEW BUSINESS**

1. The Development Agreement between United Wireless Communications and City of Dodge City was approved on a motion by Commissioner Jan Scoggins. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.
2. The bid for the 2019 Asphalt Street Sealing Program from Circle C paving for 238,000 sq. yards of asphalt streets for the cost of \$505,000 was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
3. The bid for the Application of Mastic Crack Sealant in the amount of \$100,000 for each of 3 years and a total of 31,000 gallons, with 11,000 gallons being applied in 2019 to Stripe and Seal, subject to approval of funding in years 2 and 3, was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
4. The Agreement with KDOT for the Gary and US 50 Intersection Improvement for a KDOT funding amount of not to exceed \$500,000 was approved on a motion by Commissioner Rick Sowers. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
5. The Rib Crib Development Agreement was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Rick Sowers. The motion carried unanimously.

## **OTHER BUSINESS**

## **ADJOURNMENT**

Commissioner Joyce Warshaw moved to adjourn the meeting. The motion was seconded by Commissioner Rick Sowers. The motion carried unanimously.

---

Mayor

ATTEST:

---

Nannette Pogue, City Clerk

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

## SECTION 1 – LICENSE TYPE

Check One:  New License  Renew License  Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-341953155F-001

I have registered as an Alcohol Dealer with the TTB.  Yes (required for new application)

Name of Corporation Pilot Travel Centers LLC		Principal Place of Business 5508 Lonas Drive	
Corporation Street Address 5508 Lonas Drive		Corporation City Knoxville	State TN
		Zip Code 37909	
Date of Incorporation April 19, 2001		Articles of Incorporation are on file with the Secretary of State.	
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name The Corporation Company		Phone No. (865) 588-7488	
Residence Street Address 515 South Kansas Avenue		City Topeka	State KS
		Zip Code 66603	

## SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Pilot Travel Center #657	Name Attn: Tax Dept.,
Business Location Address 2524 East Wyatt Earp Boulevard	Address P.O. Box 10146
City Dodge City	City Knoxville
State KS	State TN
Zip 67801	Zip 37939
Business Phone No. (620) 338-8888	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) Pilot Travel Centers LLC	

## SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse\*, if applicable. Attach additional pages if necessary.

Name James A. Haslam	Position CEO	Date of Birth 03-09-1954
Residence Street Address 1406 Enclave Way,	City Knoxville	State TN
		Zip Code 37919
Spouse Name Susan Denise Haslam	Position	Date of Birth 07-15-1954
Residence Street Address 1406 Enclave Way,	City Knoxville	State TN
		Zip Code 37919
Name Kenneth M. Parent	Position President	Date of Birth 05-30-1958
Residence Street Address 1600 Rudder Lane	City Knoxville	State TN
		Zip Code 37919
Spouse Name Leslie Elizabeth Parent	Position	Age 01-27-1959
Residence Street Address 1600 Rudder Lane	City Knoxville	State TN
		Zip Code 37919
Name Kristin K. Seabrook	Position Vice President, General Counsel, and Secretary	Date of Birth 02-04-1977
Residence Street Address 672 Brochardt Boulevard	City Knoxville	State TN
		Zip Code 37934
Spouse Name Eric Wesley Seabrook	Position	Age 01-16-1970
Residence Street Address 672 Brochardt Boulevard	City Knoxville	State TN
		Zip Code 37934

# CORPORATE 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 licensed premises.			
<b>SECTION 2 – APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required):			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation Dodge City Athletics Baseball Association	Principal Place of Business 1715 Central Avenue		
Corporation Street Address 1715 Central Avenue	Corporation City Dodge City	State Kansas	Zip Code 67801
Date of Incorporation April 2, 2007	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Glenn I. Kerbs	Phone No. (820) 225-0238		
Residence Street Address 116 Carefree Lane	City Dodge City	State Kansas	Zip Code 67801
<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 Dodge City A's		Name Dodge City A's	
Business Location Address Cavaller Field, San Jose Drive		Address P.O. Box 1473	
City Dodge City	State Kansas	City Dodge City	State Kansas
	Zip 67801		Zip 67801
Business Phone No.		<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s)			
<b>SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name Glenn I. Kerbs	Position President		Date of Birth 08-30-1955
Residence Street Address 116 Carefree Lane	City Dodge City	State Kansas	Zip Code 67801
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name Charles D. Konrade	Position Secretary/Treasurer		Date of Birth 06-01-1957
Residence Street Address 10278 129 Road	City Spearville	State Kansas	Zip Code 67876
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code
Name John Oldham	Position Director		Date of Birth 07-15-1963
Residence Street Address 2021 Cactus Road	City Dodge City	State Kansas	Zip Code 67801
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code



## City of Dodge City

806 N. Second Ave.  
PO Box 880  
Dodge City, KS 67801

Phone: 620-225-8100  
FAX: 620-225-8144  
www.dodgecity.org

---

# Memorandum

To: City Manager and City Commission  
From: Assistant City Manager Melissa McCoy  
Date: March 28, 2019  
Subject: Depot Theater Agreement Amendment  
Agenda: Consent Calendar

**Recommendation:** City staff recommends approval of the attached amendment for the Depot Theater Company agreement.

**Background:** The reason for the purposed amendment to the existing agreement between the City of Dodge City (City) and the Depot Theater Company (Company) is because the Company is currently in default with the terms of the existing agreement because they are unable to pay their portion of utilities due to financial hardship. Certain concessions were included in this amendment to account for the loss of funding for utilities. The Company occupies 37% of the Santa Fe Depot.

### **Considerations:**

#### **Payment of Utilities:**

During the first 3 years of the amendment of the existing agreement the Company will not be responsible for utilities for Santa Fe Depot. Following the first three year term, the Company will be responsible for 15% of the utilities for the building. Then, after the 2<sup>nd</sup>, three year term the Company will be responsible for their full 37% of utility charges. The existing agreement requires that following the initial 3 year period of the agreement that the Company is responsible for their portion (37%) of the Depot utility charges

#### **Use of Common Areas and Theater:**

The City, their agencies and Depot tenants may use the common area and Theater without rent charges. These common areas include the Lobby and Dining Room. The space will be managed and scheduled by the Company. In the original agreement, the City and their agencies were able to use these spaces but not the Depot tenants.

#### **Use of the Kitchen Area:**

The Kitchen may be used on a limited basis by the City, its entities or Depot tenants. This is with prior approval by the Company. Maintenance and repairs of the equipment will remain as the

responsibility of the Company. The entities will be required to sign a waiver exempting the Company from liability if outside food is brought in for an event.

**Legal Considerations:** The City Attorney has reviewed and does not have any further changes to this amendment.

**Financial Considerations:** By approving this amendment, the City will forgo the 37% of utilities owed by the Company on a monthly basis for the next three years. In addition, The Company will only pay 15% of their 37% for the following three year term.

**Attachments:**  
Depot Theater Agreement Amendment

March 26, 2019

## AMENDMENT TO LEASE AGREEMENT

This Amendment to the lease agreement (the “Agreement”) is made and entered into by and between the City of Dodge City, a municipal corporation (the “City”) and the Depot Theater Company, Inc., a Kansas not for profit corporation (the “Company”).

**WHEREAS**, the City as Lessor, and the Company as Lessee, have entered into the Agreement dated 12-19-14, described in Exhibit A, attached hereto and made a part hereof by the reference; and,

**WHEREAS**, the Company following the initial three (3) year period of the Initial term of the agreement is responsible for a portion of the utility charges in addition to the Homestead Utilities; and,

**WHEREAS**, the Company’s utility charge is equal to thirty-seven percent (37%) of the monthly bills for electric, gas and other maintenance services for the Santa Fe Depot and,

**WHEREAS**, the Company is currently in default of the existing agreement as it is unable to pay its portion of utilities due to financial hardship; and,

**WHEREAS**, the City is willing to amend the Agreement to assist the Company; and,

**WHEREAS**, the Parties have negotiated certain concessions by the Company to account for the loss of funding for utilities; and,

**WHEREAS**, the City and the Company desire to work together with regard to the ongoing use and maintenance of the Complex in order that the public and tourists may enjoy the benefits of this historic structure and Complex along with the Company’s theater activities and programs.

March 26, 2019

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS AND PROMISES OF THE PARTIES IT IS AGREED:**

1. All Prior Covenants, Promises and Responsibilities created in the Agreement shall remain in full force and effect unless expressly modified here: This Amendment is not intended to replace the Agreement, and this Amendment modifies only the portions of the Agreement specifically indicated herein.
2. Company Payments: Following the first three (3) year period of this Amendment the Company will be responsible to pay a portion of the Depot utility charges in addition to the Homestead utility charges. To determine the portion of Depot utility charges to be reimbursed to the City by the Company, the amount of monthly utility charges for electric, gas and maintenance for building service agreements for the entire Depot will be totaled and a utility charge equal to fifteen percent (15%) of such total utility charges shall be reimbursed to the City by the Company. Following the second three-year period the Company will be responsible for its full thirty-seven percent (37%) of such utility charges.
3. Kitchen Area: The Kitchen area may be used on a limited basis by the City, its entities or Depot Tenants for special events, the use of which will be managed and scheduled by the Company. Said usage does not include major appliances. The Company shall be responsible for the maintenance, repair and replacement of the kitchen equipment with prior notification to the City for the purpose of inventory on the City's fixed asset list. Scheduling preference shall be given to food service in support of Company operations.
4. If the City, or any of its agencies or tenants of the Depot, uses the Common Areas including the Lobby and Dining Room or the spaces used by the Company such as the

March 26, 2019

kitchen or theater, no rental fee will be charged by the Company. The space will be managed and scheduled by the Company. If food service is desired by the City, its agencies, or tenants of the Depot, the Company shall be given the first opportunity to provide such service. However, in the event that the Company cannot provide such service, outside catering may be utilized by the City, its agencies or tenants of the Depot at their expense.

5. City Use of Theater: With the Company's prior approval, which will not be unreasonably withheld, the City, its agencies and tenants of the Depot may use the Theater area for meetings or programs, with no payment of rent, so long as the Company is not paying a fair market value for rent or its full share of utilities (37%) for the areas of the Complex used exclusively by the Company and so long as such use does not interfere with or disrupt the Company's use thereof. The City or Depot tenants will pay for technical support if such is required and for any required custodial duties. If food service is desired by the City, its agencies or the Depot tenants, the company shall be given the first opportunity to provide such service but outside catering may be utilized by the City, its agencies or tenants of the Depot at their expense.

6. Other Common Areas: The City shall be responsible for all maintenance and for the Common Areas. Custodial duties for the Kitchen area will be provided by the Company except when the City, its entities or Depot tenants utilize the space. The Common Areas shall be available for use of both the Company, including the Theater Guild, and the City as well as the tenants of the Depot. The scheduling of use of the Common Areas for displays, programs, performances and activities shall

March 26, 2019

be determined by the Company in cooperation with the City and the Depot tenants, and shall be made available for the use of outside agencies when such use does not conflict with, or is not incompatible, with the use by the City, tenants of the Depot or the Company

7. Agreement Subject to Annual City Budget Appropriations: The Parties agree and understand that the City's obligation to provide funds and other services for the Complex is contingent upon the availability of funds budgeted and appropriated for that purpose during the City's current budget year, or funds made available from any lawfully operated revenue producing source

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates reflected below.

The "City"

The "Company"

City of Dodge City, Kansas  
a municipal corporation

Depot Theater Company, Inc.

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

by \_\_\_\_\_  
President

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

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

Dated \_\_\_\_\_

Dated: \_\_\_\_\_

## *Memorandum*

*To: Cherise Tieben City Manager*  
*From: Nannette Pogue*  
*Date: March 26, 2019*  
*Subject: Resolution No. 2019-12*  
*Agenda Item Ordinances and Resolutions*

---

**Recommendation:** I recommend the approval of Resolution No. 2019-12

**Background:** The City currently uses Fidelity State Bank as our official depository. The City approved Resolution No. 2018-29 in 2018. The Resolution authorized Fidelity State Bank as our authorized depository and stated all of the accounts that the City has there and stated the authorized signers. Since that time the authorized signers on the Park and Recreation account has changed. This resolution will change the authorized signers for that account.

**Justification:** Fidelity State Bank requires us to pass a resolution whenever a new account is established or when someone is added or changed as an authorized signer.

**Financial Considerations:** None

**Purpose/Mission:** To promote open communications, honesty and integrity.

**Legal Considerations:** None

**Attachments:** Resolution No. 2019-12

RESOLUTION NO. 2019-12

A RESOLUTION CHANGING THE OFFICIAL SIGNERS ON AN ACCOUNT AT THE DESIGNATED DEPOSITORY FOR CITY FUNDS, FIDELITY STATE BANK

WHEREAS, K.S.A. 9-1401 requires the Governing Body of the City of Dodge City designated by official action, the financial institutions which shall serve as depositories of City Funds;

AND WHEREAS, designated signers have changed on an account previously stated in Resolution No. 2018-29.

NOW THEREFORE, be it resolved by the Governing Body of the City of Dodge City that The Fidelity State Bank and Trust Company, Dodge City, Kansas remains the designated depository for the City of Dodge City funds.

BE IT FURTHER RESOLVED that the following account has new authorized signers. The authorized signers for the account is stated below.

- A. City of Dodge City, Department of Parks and Recreation – Account Number 02-205-3. Authorized signers: Caitlyn Alvarado, Troy Brown, Michael Harris, Nannette Pogue, Nicole May and Jennie Keller.

BE IT FURTHER RESOLVED that certification of persons authorized to sign on the above stated account shall also be provided to The Fidelity State Bank and Trust Company, Dodge City, Kansas by the City Manager of Dodge City and the City Clerk.

BE IT FURTHER RESOLVED that this resolution shall continue to have effect until express written notice of its rescission or modification has been received by the Fidelity State Bank and Trust Company, Dodge City, Kansas.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED this 1<sup>st</sup> day of April, 2019.

---

Mayor

ATTEST:

---

Nannette Pogue, City Clerk

## Memorandum

*To: City Manager  
City Commissioners*

*From: Tanner Rutschman, P.E.  
City Engineer*

*Date: April 1<sup>st</sup>, 2019*

*Subject: 2019 Asphalt Street Projects,  
ST 1904*

*Agenda Item: New Business*

---

**Recommendation:** Approve the proposal from APAC Kansas Inc. Shears Division for the construction of the 2019 Asphalt Street Projects. They were the lone bidder on the project with a total bid of \$526,312.84. This bid is below the Engineer's estimate but is over the amount budgeted for the project. City staff is recommending approval of APAC's bid with permission to adjust quantities to stay within the budgeted funds.

**Background:** These projects were slated for maintenance/reconstruction as part of the 2019 Street Program which was approved by the Commission earlier this year. The streets to receive improvements are as follows:

**Full Depth Reconstruction**

Hillcrest Dr.	Division St. to Linn St.
Military Ave.	Ave. L to Thurow Park Drive

**2" Mill & Inlay**

Wright Ave.	Wyatt Earp Blvd. to Division St.
W. Spruce St.	Westlawn Ave. to Greenwood Ave.
Division St.	9 <sup>th</sup> Ave. to 9 <sup>th</sup> Ave.
W. Brier St.	13 <sup>th</sup> Ave. to 10 <sup>th</sup> Ave.
9 <sup>th</sup> Ave.	Wyatt Earp Blvd. to Division St.
W. Ash St.	13 <sup>th</sup> Ave. to 12 <sup>th</sup> Ave.
E. Magnolia St.	Ave. E to Ave. F & Ave. G to Ave. H
E. Mulberry St.	Ave. C to Ave. D & Ave. F to Ave. G
E. Oak St.	Ave. F to Ave. G
Military Ave.	Thurow Park Drive to Ave. N

**Asphalt Overlay**

Kirk St.	Sycamore St. to Willow St.
----------	----------------------------

**Justification:** These roads have deteriorated past the point where minor maintenance can provide a satisfactory driving surface and they are requiring continual attention from our street maintenance crews.

**Financial Considerations:** This project will be funded through General Obligation Bonds. A total of \$500,000 was bonded for this year's projects and City staff will be working with the contractor to adjust quantities to stay within the available funding.

**Purpose/Mission:** The completion of this project would align with the City's core value of ongoing improvement.

**Legal Considerations:** By approving the bid from APAC Kansas Inc. Shears Division the City will enter into a contract with APAC Kansas Inc. Shears Division and be responsible to make payments to APAC Kansas Inc. Shears Division.

**Attachments:** Bid Tabulation which includes the bidders for the project along with the Engineer's Estimate

CITY OF DODGE CITY, KANSAS  
BID TABULATION

PROJECT: 2019 Asphalt Streets Project

PROJECT #: ST 1904

BID DATE: 02/26/19

<b>CONTRACTOR:</b>	
APAC Kansas Inc., Shears Division	
<b>ADDRESS:</b>	
PO Box 668	
<b>CITY:</b>	<u>Dodge City</u>
<b>STATE:</b>	<u>Kansas</u>
<b>ZIP:</b>	<u>67801</u>
<b>LOW BIDDER</b>	

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	1	\$30,000.00	\$ 30,000.00
2	Pavement Excavation	S.Y.	3160	\$7.50	\$ 23,700.00
3	Sub-Grade Repair	C.Y.	50	\$35.00	\$ 1,750.00
4	6" Fly-Ash Sub-Grade Preparation	S.Y.	3160	\$8.00	\$ 25,280.00
5	Paving Fabric	S.Y.	3160	\$2.00	\$ 6,320.00
6	4" HMA Base Course	Ton	722	\$77.00	\$ 55,594.00
7	2" HMA Surface Course	Ton	3675	\$77.00	\$ 282,975.00
8	Asphalt Patching	Ton	15	\$125.00	\$ 1,875.00
9	2" Asphalt Mill	S.Y.	25813	\$1.65	\$ 42,591.45
10	30" Standard Curb & Gutter	L.F.	83	\$50.00	\$ 4,150.00
11	Manhole Adjustment	Each	16	\$1,000.00	\$ 16,000.00
12	Water Valve Adjustment	Each	22	\$750.00	\$ 16,500.00
13	Traffic Control	L.S.	1	\$25,000.00	\$ 25,000.00

UNIT PRICE	CONTRACT AMOUNT
\$39,875.00	\$ 39,875.00
\$5.25	\$ 16,590.00
\$38.00	\$ 1,900.00
\$11.50	\$ 36,340.00
\$1.65	\$ 5,214.00
\$79.00	\$ 57,038.00
\$76.00	\$ 279,300.00
\$126.00	\$ 1,890.00
\$1.68	\$ 43,365.84
\$60.00	\$ 4,980.00
\$900.00	\$ 14,400.00
\$860.00	\$ 18,920.00
\$6,500.00	\$ 6,500.00

TOTAL      \$ 531,735.45

TOTAL      \$ 526,312.84

BID SECURITY      5%  
START DATE      7/8/2019

## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: March 20, 2019*  
*Subject: Acquisition of VFW Property*  
*Agenda Item: New Business*

---

**Recommendation:** Staff recommends the approval of the Contract to purchase the VFW Park property owned by the VFW Howard Gotschall Post No. 1714 (Post).

**Background:** Several months ago, it was brought to our attention that the City does not own the property that has been used as the VFW Park. After significant research, it was confirmed that we do not own this property, but have developed it as a park with the blessing of the Post for well over 40 years. The park encompasses the entire block directly east of the Post.

**Justification:** This Park is exceptionally large, has a significant playground structure, large picnic shelter and can accommodate soccer or baseball/softball practice areas. Restroom infrastructure is there, but has not been opened for several years. Staff would like to retain this area in order to be able to provide a large park area for this sector of the community.

**Financial Considerations:** The price is two hundred thousand dollars (\$200,000.00). Since this was not a budgeted purchase, the Post has agreed to accept fifty thousand dollars (\$50,000.00) this year and the final payment of one hundred fifty thousand dollars (\$150,000.00) next year. Payment would be made from the Development and Growth Fund.

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

**Legal Considerations:** The City Attorney has reviewed the Contract for Sale of Real Estate

## **CONTRACT FOR SALE OF REAL ESTATE**

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of March 2019, by and between Howard Gotschall Post No. 1714, Veterans of Foreign Wars of the United States, a corporation, hereinafter referred to as "Seller", and the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "Purchaser".

### **WITNESSETH:**

**1. PROPERTY TO BE CONVEYED.** For and in consideration of the sum hereinafter specified to be paid as hereinafter provided, Seller agrees to sell and convey to Purchaser the following-described real property situated in Ford County, Kansas, so-wit:

Lots One (1) to Eighteen (18) all inclusive, in Block Four (4), in the Replat of Valley View Addition to the City of Dodge City, Kansas.

**2. PURCHASE PRICE.** The total purchase price to be paid by Purchaser to the Seller for and in consideration of the hereinbefore described real property shall be the agreed sum of Two Hundred Thousand Dollars (\$200,000.00).

**3. TIME AND MANNER OF PAYMENT.** Purchaser agrees to pay to Seller the purchase price in the following manner, so-wit:

- a. The parties agree that there shall be no earnest money deposited with the escrow agent hereinafter named.
- b. The sum of Fifty Thousand Dollars (\$50,000.00) to be paid in cash to the Escrow Agent named herein at the time of closing.
- c. The sum of One Hundred Fifty Thousand (\$150,000.00) shall be paid to the Escrow Agent named herein on or before January 10, 2020.

**4. CLOSING AND POSSESSION.** It is specifically understood and agreed the closing of this Contract shall take place at the offices of High Plains Title, LLC, Dodge City, Kansas on or before the 15th day of April 2019. Possession of the above described property shall be delivered to Purchaser at closing.

**5. DEED OF CONVEYANCE.** It is agreed that Seller shall make, execute and deliver to the escrow agent, a good and sufficient warrant deed conveying the above-described real property to the Purchaser, said deed to be delivered by the escrow agent to Purchaser following payment of all sums due and owing under the terms of the Contract.

**6. MARKETABLE TITLE.** Seller warrants Seller is the owner of marketable title in and to the above described real property and, within a reasonable time hereafter, will deliver to Purchaser a title insurance commitment from High Plains Title, LLC showing clear, marketable title to be vested in the Seller free and clear of all encumbrances, with taxes for the year 2018 and all prior years as paid in full. Seller shall pay one-half (1/2) of the title insurance premium and Purchaser shall pay one-half (1/2) of the title insurance premium.

**7. TAXES AND SPECIAL ASSESSMENTS.** It is further agreed by and between the parties hereto that taxes and special assessments, if any, for 2018 and all prior years shall be the responsibility of the Seller. Taxes and special assessments, if any, for 2019 shall be prorated between the Seller and Purchaser to the date of initial closing, such proration to be based upon the 2018 taxes.

**8. INSURANCE.** It is further agreed that Seller shall carry and maintain insurance coverage on the improvements on the premises. In the event the improvements should be destroyed by the elements or any other loss suffered by said property prior to said delivery of possession, this Contract shall, at the option of Purchaser, terminate unless such loss or destruction is of a minor nature and can be restored within a period of thirty (30) days from the date of loss to the same or similar condition as the property presently exists. In the event such damage cannot be repaired within such time frame or if such damage exceeds said sum, this Contract may be cancelled at the option of Purchaser, and Purchaser will be released from obligations hereunder. Should Purchaser elect to carry out this agreement despite such damage, Purchaser shall be entitled to the insurance proceeds which would be applied to the cost of repair and restoration of the property resulting from such damage.

**9. DEFAULT.** It is further distinctly agreed by and between the parties hereto that time and punctuality are the essence of this contract. Should Purchaser fail in any respect to fully, perform their obligations under and by virtue of the terms of this contract, then and in that event, this contract shall, at the option of Seller, terminate and Purchaser shall immediately deliver possession of said premises to Seller and all rights of Purchaser unto said property shall immediately cease and terminate and Purchase hereby waives any rights which Purchaser may have to claim an equitable mortgage upon default herein. The escrow agent is directed to return the deed and title evidence and all other documents to Seller. In case of such termination, said Seller may, if Purchaser fails to deliver possession of said premises to Seller, recover possession of said premises as if held by forcible detainer.

**10. ESCROW AGENT.** It is further agreed to by and between the parties that the closing of this contract shall be by High Plains Title, LLC, Dodge City, Kansas. A signed copy of the Contract along with the executed deed shall be deposited with the escrow agent and constitute its escrow instructions. If this Contract is modified in any way by the parties, such

modifications shall be reduced to writing and a signed copy delivered to the Escrow Agent. Escrow Agent is entitled to perform its duties only according to the terms of this Contract and written modification thereof, and failing receipt of such modification, escrow agent shall not be liable to any person(s) for performing its duties according to the terms set forth in this Contract.

**11. EXPENSES.** It is further agreed by and between the parties hereto the hereinafter items set forth are obligations of Seller and shall be paid to the escrow agent from the funds it receives:

- (a) One-half the costs of the title insurance premium and any and all expenses in connection with the clearing of title and taxes and special assessments, if any, for 2018 and all prior years. Taxes and special assessments, if any, for 2019 will be prorated to the date of initial closing.
- (b) One-half the escrow agent fee charged by High Plains Title, LLC, Dodge City, Kansas.
- (c) The fee charged by Coldwell Banker Hancocks of Dodge City, KS as real estate broker at the initial closing and upon the final closing, January 10, 2010.

It is further agreed that Purchaser shall be responsible for payment of the following expenses, to-wit:

- (a) One-half the escrow agent fee charged by High Plains Title, LLC, Dodge City, Kansas, for the closing of this contract.
- (b) One-half the cost of the title insurance premium.
- (c) Following proration, purchaser shall be responsible for any taxes or special assessments subsequent to the initial closing.

**12. CONDITION OF PREMISES.** Purchaser accepts the above-described real property in its present condition without warranty by Seller unless said warranty is expressly set forth in this contract or is specifically implied by Kansas Law. The Purchaser may examine said items as to their condition prior to closing and shall state any objections to said conditions at or prior to closing. Items not raised at or before closing shall be deemed waived and accepted by Purchaser.

**13. BINDING EFFECT.** It is further understood and agreed that all covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

“SELLER”

HOWARD GOTSCHALL POST #1714  
VETERANS OF FOREIGN WARS OF THE  
UNITED STATES, A CORPORATION

“BUYER”

THE CITY OF DODGE CITY, KANSAS,  
A MUNICIPAL CORPORATION

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

\_\_\_\_\_  
By: Brian K. Delzeit, Mayor

ATTEST

## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: March 22, 2019*  
*Subject: Park St./Cottonwood Land*  
*Purchases*  
*Agenda Item: New Business*

---

**Recommendation:** Staff recommends the approval of all three real estate purchase contracts:

- 139 Cottonwood - \$50,000.00 – Steven and Jonnie Mae Judge
- 1201 Park St. - \$60,000.00 – Robert Waddell III
- 1203 Park St. - \$63,100.00 – Rick and Tammy Konecny

**Background:** In an effort to acquire property to eventually relocate the Public Works facilities to adjoin the Parks facilities it is necessary to acquire these parcels that all three happened to become available at the same time. Through the previous acquisition of Park St. properties, we will be able to relocate a substantial amount of the Public Works facilities that are in significant need of repairs and improvements.

**Justification:** By acquiring this property, we are better positioned to relocate these facilities in future as funds allow. By doing so, we should gain efficiencies and therefore eventual financial savings between the two departments.

**Financial Considerations:** The cost will be one hundred seventy-three thousand dollars (\$173,100.00), plus closing costs to the Title company, all of which will be paid from the Development & Growth Fund.

**Purpose/Mission:** Together, we value progress, growth & new possibilities by providing and preparing for the community's future.

**Legal Considerations:** Attached contracts.

This is a legally binding contract, if not understood, seek legal counsel

## **REAL ESTATE PURCHASE CONTRACT**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Steven Judge and Johnnie Mae Judge, co-owners, referred to as SELLERS, and City of Dodge City, a Municipal Corporation, referred to as BUYER. For Good and Valuable Consideration, SELLERS agree to sell and BUYER agree to buy the following described real estate:

Lots 6A, 6B & 6c; Youngs Place Replat, Commonly described as follows: 139 Cottonwood Ave., Dodge City Kansas.

WHEREAS the SELLERS hereby agree to sell, transfer and convey said real estate together with the improvements thereon to BUYER, and BUYER agree to purchase said real estate;

NOW, THEREFORE, THE PARTIES CONTRACT AND AGREE AS FOLLOWS:

1. PURCHASE PRICE: The BUYER shall pay as purchase price for the above-described real estate the sum of fifty thousand dollars (\$50,000.00), payable as follows:
  - A. The sum of one thousand dollars (\$1,000.00) shall be the earnest money deposit upon execution of this contract, deposited at High Plains Title, LLC.

The balance of the purchase price in the amount of \$49,000.00 shall be paid upon closing.
2. SELLERS shall make available to BUYER, prior to closing of this Contract, a standard owner's preliminary title insurance report, and after closing of this Contract, standard owner's and mortgagee's (if applicable) title insurance policies which will insure Buyer against loss or damage to the extent of the total purchase price by reason of defects in the title of SELLERS to said real estate, subject to the above exceptions, the cost to be paid as follows: cost of standard owner's title insurance to be divided equally between BUYER and SELLERS. Upon delivery of said preliminary owner's title insurance report, BUYER shall have a reasonable time not to exceed seven days to examine the same and return the same to SELLERS with any written objections concerning the marketability of the title or same shall be deemed waived. If the SELLERS shall be unable to deliver marketable title as herein provided, the earnest money deposit shall be returned to BUYER and this Contract shall be of no further force or effect. ADDITIONALLY, the SELLERS shall convey marketable title by warranty deed(s) to be delivered to BUYER, at the closing of this Contract upon receipt of the total purchase price, free of all liens and encumbrances except (a) Encumbrances created by the BUYER, (b) Zoning or deed restrictions and easements of record;

(c) Tenant's rights, if any; (d) Installments, if any, of special assessments not yet due; (e) easements, rights-of-way and oil and gas leases and reservations of record, if any. Cost of recording said deed shall be paid by BUYER. Additionally at closing, and upon the receipt of the balance of the purchase price, the SELLERS shall sign over to BUYER the titles to the mobile homes located on the property. Said titles to the mobile home shall also be clear of any liens.

3. TAXES: Taxes for tax year 2019 shall be prorated to day of closing. Prior years shall be responsibility of SELLERS.
4. POSSESSION: The BUYER shall be entitled to possession upon the signing of this contract. The BUYER acknowledge inspection of the above-described real estate and the improvements thereon and accept the same in its present, as is, condition. No representations have been made by the SELLERS to the BUYER concerning the state or conditions of the real estate or the improvements thereon, and BUYER have not relied on any statements or declarations of the SELLERS, oral or in writing, as an inducement to the making of this contract. The sole consideration for the execution of this contract by the BUYER is as expressly set forth herein.
5. NOTICE: Housing built before 1978 may contain lead base paint. The BUYER by signing this Agreement have agreed to take the above-described real estate in it's as is condition, and have further agreed to waive any lead based paint inspection. The BUYER acknowledges that they have received a copy of the "Protect Your Family From Lead In Your Home" pamphlet issued by EPA. Additionally, Kansas law requires persons who are convicted of certain crimes, including certain sexual violent crimes, to register with the county sheriff of the county in which they reside. Additionally, every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERS to disclose any information known to the SELLERS that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician.
6. LIENS: The BUYER shall not suffer nor permit the above-described real estate to become encumbered by any mortgage, or other liens or other security interest.

7. ASSIGNMENT: This contract may not be assigned without the express written consent of the SELLERS being first obtained.
  
8. ENVIRONMENTAL STATEMENT: The SELLERS affirmatively state that they have no personal knowledge of, nor any reason to believe any environmental contamination, pollution or hazardous waste exist upon or under the property this contract covers. The SELLERS further state that no underground fuel or chemical storage tanks now exist or ever existed on the above-described real estate, nor is there now, nor has there every been any underground tanks used for any purpose on the premises within the knowledge of the SELLERS. BUYER reserves the right to have an environmental inspection prior to closing at his cost. If said inspection, reveals environmental contamination, SELLERS may, at their cost, remove all contamination. However, if the inspection reveals contamination, BUYER may void this contract at their option.
  
9. CLOSING: This contract will be closed on APRIL 15, 2019, or as soon as title requirements, if any, have been satisfied. At closing, all documents will be delivered to the escrow agent including BUYER's statement that they accept title as being marketable, and the initial down payment being held by **High Plains Title, LLC**, adjusted for any transaction expenses and proration for taxes will be delivered to the SELLERS.
  
10. TRANSACTION EXPENSES: The parties agree to share the expenses of this transaction as itemized below:
 

A. Cost of Title Insurance	1/2 SELLERS
	1/2 BUYER
B. Filing of deed	BUYER
C. Escrow closing fee to High Plains Title, LLC	1/2 SELLERS
	1/2 BUYER
  
11. EARNEST MONEY: It is agreed by all parties that **High Plains Title, LLC**, is hereby designated as the title company. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be deliverable hereunder, shall be paid and delivered to **High Plains Title, LLC**, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance by

the parties of all terms of this contract. Any interest accrued to Agent's Trust Account shall belong to agent. Upon closing of this contract, pursuant to its terms, **High Plains Title, LLC**, shall deliver said deed, abstract or title insurance, and other documents to the BUYER.

TIME IS OF THE ESSENCE OF THIS CONTRACT, and all of the parties hereto specifically agree to exercise due diligence in making timely completion of each of the commitments required by this contract.

THIS CONTRACT shall be specifically binding upon the parties hereto and their respective heirs, devisees, legatees, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this REAL ESTATE Contract, as of the day and year first above written.

\_\_\_\_\_  
STEVEN JUDGE

\_\_\_\_\_  
JOHNNIE MAE JUDGE  
SELLERS

\_\_\_\_\_  
Mayor, City of Dodge City

\_\_\_\_\_  
Clerk, City of Dodge City

BUYER

This is a legally binding contract, if not understood, seek legal counsel

**REAL ESTATE PURCHASE CONTRACT**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Robert Waddell III, owner, referred to as SELLER, and City of Dodge City, a Municipal Corporation, referred to as BUYER. For Good and Valuable Consideration, SELLER agree to sell and BUYER agree to buy the following described real estate:

Commonly described as follows: 1201 Park Street, Dodge City Kansas.

WHEREAS the SELLER hereby agree to sell, transfer and convey said real estate together with the improvements thereon to BUYER, and BUYER agree to purchase said real estate;

NOW, THEREFORE, THE PARTIES CONTRACT AND AGREE AS FOLLOWS:

1. PURCHASE PRICE: The BUYER shall pay as purchase price for the above-described real estate the sum of sixty thousand dollars (\$60,000.00), payable as follows:
  - A. The sum of one thousand dollars (\$1,000.00) shall be the earnest money deposit upon execution of this contract, deposited at High Plains Title, LLC.

The balance of the purchase price in the amount of \$59,000.00 shall be paid upon closing.
2. SELLER shall make available to BUYER, prior to closing of this Contract, a standard owner's preliminary title insurance report, and after closing of this Contract, standard owner's and mortgagee's (if applicable) title insurance policies which will insure Buyer against loss or damage to the extent of the total purchase price by reason of defects in the title of SELLER to said real estate, subject to the above exceptions, the cost to be paid as follows: cost of standard owner's title insurance to be divided equally between BUYER and SELLER. Upon delivery of said preliminary owner's title insurance report, BUYER shall have a reasonable time not to exceed seven days to examine the same and return the same to SELLER with any written objections concerning the marketability of the title or same shall be deemed waived. If the SELLER shall be unable to deliver marketable title as herein provided, the earnest money deposit shall be returned to BUYER and this Contract shall be of no further force or effect. ADDITIONALLY, the SELLER shall convey marketable title by warranty deed(s) to be delivered to BUYER, at the closing of this Contract upon receipt of the total purchase price, free of all liens and encumbrances except (a) Encumbrances created by the BUYER, (b) Zoning or deed restrictions and easements of record; (c) Tenant's rights, if any; (d) Installments, if any, of special assessments not yet due; (e) easements, rights-of-way and oil and gas leases and reservations of

record, if any. Cost of recording said deed shall be paid by BUYER. Additionally at closing, and upon the receipt of the balance of the purchase price, the SELLER shall sign over to BUYER the title to the mobile home located on the property. Said title to the mobile home shall also be clear of any liens.

3. TAXES: Taxes for tax year 2019 shall be prorated to day of closing. Prior years shall be responsibility of SELLER.
4. POSSESSION: The BUYER shall be entitled to possession upon the signing of this contract. The BUYER acknowledge inspection of the above-described real estate and the improvements thereon and accept the same in its present, as is, condition. No representations have been made by the SELLER to the BUYER concerning the state or conditions of the real estate or the improvements thereon, and BUYER have not relied on any statements or declarations of the SELLER, oral or in writing, as an inducement to the making of this contract. The sole consideration for the execution of this contract by the BUYER is as expressly set forth herein.
5. NOTICE: Housing built before 1978 may contain lead base paint. The BUYER by signing this Agreement have agreed to take the above-described real estate in it's as is condition, and have further agreed to waive any lead based paint inspection. The BUYER acknowledges that they have received a copy of the "Protect Your Family From Lead In Your Home" pamphlet issued by EPA. Additionally, Kansas law requires persons who are convicted of certain crimes, including certain sexual violent crimes, to register with the county sheriff of the county in which they reside. Additionally, every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLER to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician.
6. LIENS: The BUYER shall not suffer nor permit the above-described real estate to become encumbered by any mortgage, or other liens or other security interest.

7. ASSIGNMENT: This contract may not be assigned without the express written consent of the SELLER being first obtained.
  
8. ENVIRONMENTAL STATEMENT: The SELLER affirmatively state that they have no personal knowledge of, nor any reason to believe any environmental contamination, pollution or hazardous waste exist upon or under the property this contract covers. The SELLER further state that no underground fuel or chemical storage tanks now exist or ever existed on the above-described real estate, nor is there now, nor has there every been any underground tanks used for any purpose on the premises within the knowledge of the SELLER. BUYER reserves the right to have an environmental inspection prior to closing. If said inspection, reveals environmental contamination, SELLER may, at their cost, remove all contamination. However, if the inspection reveals contamination, BUYER may void this contract at their option.
  
9. CLOSING: This contract will be closed on APRIL 15, 2019, or as soon as title requirements, if any, have been satisfied. At closing, all documents will be delivered to the escrow agent including BUYER's statement that they accept title as being marketable, and the initial down payment being held by **High Plains Title, LLC**, adjusted for any transaction expenses and proration for taxes will be delivered to the SELLER.
  
10. TRANSACTION EXPENSES: The parties agree to share the expenses of this transaction as itemized below:
 

A. Cost of Title Insurance	$\frac{1}{2}$ SELLER $\frac{1}{2}$ BUYER
B. Filing of deed	BUYER
C. Escrow closing fee to High Plains Title, LLC	$\frac{1}{2}$ SELLER $\frac{1}{2}$ BUYER
  
11. ERNEST MONEY: It is agreed by all parties that **High Plains Title, LLC**, is hereby designated as the title company. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be deliverable hereunder, shall be paid and delivered to **High Plains Title, LLC**, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance by the parties of all terms of this contract. Any interest accrued to Agent's

Trust Account shall belong to agent. Upon closing of this contract, pursuant to its terms, **High Plains Title, LLC**, shall deliver said deed, abstract or title insurance, and other documents to the BUYER.

TIME IS OF THE ESSENCE OF THIS CONTRACT, and all of the parties hereto specifically agree to exercise due diligence in making timely completion of each of the commitments required by this contract.

THIS CONTRACT shall be specifically binding upon the parties hereto and their respective heirs, devisees, legatees, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this REAL ESTATE Contract, as of the day and year first above written.

---

ROBERT WADDELL III,

SELLER

---

Mayor, City of Dodge City

---

Clerk, City of Dodge City

BUYER

This is a legally binding contract, if not understood, seek legal counsel

## **REAL ESTATE PURCHASE CONTRACT**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Rick Konecny, and Tammy Konecny, co-owners, referred to as SELLERS, and City of Dodge City, a Municipal Corporation, referred to as BUYER. For Good and Valuable Consideration, SELLERS agree to sell and BUYER agree to buy the following described real estate:

Commonly described as follows: 1203 Park Street, Dodge City Kansas.

WHEREAS the SELLERS hereby agree to sell, transfer and convey said real estate together with the improvements thereon to BUYER, and BUYER agree to purchase said real estate;

NOW, THEREFORE, THE PARTIES CONTRACT AND AGREE AS FOLLOWS:

1. **PURCHASE PRICE:** The BUYER shall pay as purchase price for the above-described real estate the sum of sixty three thousand one hundred dollars (\$63,100.00), payable as follows:
  - A. The sum of one thousand dollars (\$1,000.00) shall be the earnest money deposit upon execution of this contract, deposited at High Plains Title, LLC.

The balance of the purchase price in the amount of sixty-two thousand one hundred dollars (\$62,100.00) shall be paid upon closing.
2. SELLERS shall make available to BUYER, prior to closing of this Contract, a standard owner's preliminary title insurance report, and after closing of this Contract, standard owner's and mortgagee's (if applicable) title insurance policies which will insure Buyer against loss or damage to the extent of the total purchase price by reason of defects in the title of SELLERS to said real estate, subject to the above exceptions, the cost to be paid as follows: cost of standard owner's title insurance to be divided equally between BUYER and SELLERS. Upon delivery of said preliminary owner's title insurance report, BUYER shall have a reasonable time not to exceed seven days to examine the same and return the same to SELLERS with any written objections concerning the marketability of the title or same shall be deemed waived. If the SELLERS shall be unable to deliver marketable title as herein provided, the earnest money deposit shall be returned to BUYER and this Contract shall be of no further force or effect. ADDITIONALLY, the SELLERS shall convey marketable title by warranty deed(s) to be delivered to BUYER, at the closing of this Contract upon receipt of the total purchase price, free of all liens and encumbrances except (a) Encumbrances created by the BUYER, (b) Zoning or deed restrictions and easements of record; (c) Tenant's rights, if any; (d) Installments, if any, of special assessments

not yet due; (e) easements, rights-of-way and oil and gas leases and reservations of record, if any. Cost of recording said deed shall be paid by BUYER.

3. TAXES: Taxes for tax year 2019 shall be prorated to day of closing. Prior years shall be responsibility of SELLERS.
4. POSSESSION: The BUYER shall be entitled to possession upon the signing of this contract. The BUYER acknowledge inspection of the above-described real estate and the improvements thereon and accept the same in its present, as is, condition. No representations have been made by the SELLERS to the BUYER concerning the state or conditions of the real estate or the improvements thereon, and BUYER have not relied on any statements or declarations of the SELLERS, oral or in writing, as an inducement to the making of this contract. The sole consideration for the execution of this contract by the BUYER is as expressly set forth herein.
5. NOTICE: Housing built before 1978 may contain lead base paint. The BUYER by signing this Agreement have agreed to take the above-described real estate in it's as is condition, and have further agreed to waive any lead based paint inspection. The BUYER acknowledges that they have received a copy of the "Protect Your Family From Lead In Your Home" pamphlet issued by EPA. Additionally, Kansas law requires persons who are convicted of certain crimes, including certain sexual violent crimes, to register with the county sheriff of the county in which they reside. Additionally, every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician.
6. LIENS: The BUYER shall not suffer nor permit the above-described real estate to become encumbered by any mortgage, or other liens or other security interest.
7. HAZARD INSURANCE: Until closing of this agreement the SELLERS shall purchase and cause said premises and the dwelling house located thereon to be insured for fire, wind and extended coverage in an amount not less than sixty thousand dollars (\$60,000.00). Said insurance policy shall have endorsed thereon a loss payable clause showing that proceeds,

which are payable on account of damage to or destruction of the premises, shall be paid to the SELLERS and the BUYER as their respective interests appear.

8. ASSIGNMENT: This contract may not be assigned without the express written consent of the SELLERS being first obtained.
  
9. ENVIRONMENTAL STATEMENT: The SELLERS affirmatively state that they have no personal knowledge of, nor any reason to believe any environmental contamination, pollution or hazardous waste exist upon or under the property this contract covers. The SELLERS further state that no underground fuel or chemical storage tanks now exist or ever existed on the above-described real estate, nor is there now, nor has there every been any underground tanks used for any purpose on the premises within the knowledge of the SELLERS. BUYER reserves the right to have an environmental inspection prior to closing. If said inspection, reveals environmental contamination, SELLERS may, at their cost, remove all contamination. However, if the inspection reveals contamination, BUYER may void this contract at their option.
  
10. CLOSING: This contract will be closed on APRIL 15, 2019, or as soon as title requirements, if any, have been satisfied. At closing, all documents will be delivered to the escrow agent including BUYER's statement that they accept title as being marketable, and the initial down payment being held by **High Plains Title, LLC**, adjusted for any transaction expenses and proration for taxes will be delivered to the SELLERS.
  
11. TRANSACTION EXPENSES: The parties agree to share the expenses of this transaction as itemized below:
  - A. Cost of Title Insurance ½ SELLERS  
½ BUYER
  - B. Filing of deed BUYER
  
  - C. Escrow closing fee to High Plains Title, LLC ½ SELLERS  
½ BUYER
  
12. EARNEST MONEY: It is agreed by all parties that **High Plains Title, LLC**, is hereby designated as the title company. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be deliverable hereunder, shall be paid and delivered to

**High Plains Title, LLC**, who shall hold and then pay and deliver the same to the respective parties entitled thereto upon full performance by the parties of all terms of this contract. Any interest accrued to Agent's Trust Account shall belong to agent. . Upon closing of this contract, pursuant to its terms, **High Plains Title, LLC**, shall deliver said deed, abstract or title insurance, and other documents to the BUYER.

TIME IS OF THE ESSENCE OF THIS CONTRACT, and all of the parties hereto specifically agree to exercise due diligence in making timely completion of each of the commitments required by this contract.

THIS CONTRACT shall be specifically binding upon the parties hereto and their respective heirs, devisees, legatees, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this REAL ESTATE Contract, as of the day and year first above written.

---

RICK KONECNY

---

TAMMY KONECNY

SELLERS

---

Mayor, City of Dodge City

---

Clerk, City of Dodge City

BUYER

## Memorandum

*To: City Manager  
City Commissioners*

*From: Ray Slattery, P.E.  
Dir. of Engineering Services  
Kevin Israel  
Dir. of Development Services*

*Date: March 26, 2019*

*Subject: Approval of Demo Proposal for 2301 N. 14<sup>th</sup>  
Ave., CA 1902.*

*Agenda Item: New Business*

---

**Recommendation:** Approve the Proposal from G&G Dozer for the demolition of the 1<sup>st</sup> Assembly of God Church Building at 2301 N. 14<sup>th</sup> Ave. in the amount \$73,000. The Engineer's Estimate for the project was \$100,000.

**Background:** On Thursday, March 21<sup>st</sup>, proposals were submitted for the demolition of the church building. Five proposals were submitted, after the opening one proposal was withdrawn due to an error made by the contractor. The City allowed this withdraw of the proposal. As part of the Power Plaza STAR Bonds Development, the City purchased the property at 2301 N. 14<sup>th</sup> Ave. for retail development in conjunction with other properties in the area. The property which the church currently sits on will be divided into two commercial lots for retail development along with an entrance drive to these two lots and the Sutherlands Home Improvement store. The agreement between the City and Sutherlands, states the entrance drive from 14<sup>th</sup> Ave. to Sutherlands needs to be completed by July 31, 2019. Per the RFP, the demolition work has to be completed by May 17, 2019. This is to ensure there is time for the construction of the entrance drive from 14<sup>th</sup> Ave. to Sutherlands by the July 31<sup>st</sup> deadline.

**Justification:** As outlined in the developer's agreement, an entrance drive is to be constructed by the City between Lots 2 & 3 of the development. This drive will also provide access to Lots 2 & 3 when improvements are made.

**Financial Considerations:** The contract with G&G Dozer is for \$73,000. this was a budgetted item in the STAR Bonds Project and is a reimbursable expense through STAR Bonds.

**Purpose/Mission:** The completion of this project will enable the City to have Sutherland's lot along with three additional pad sites with 14<sup>th</sup> Ave. frontage available for development.

**Legal Considerations:** The City is entering into a contract with G&G Dozer and is bound by the provisions of this contract.

**Attachments:** Bid Tab of the Proposals received for the demolition of the church building at 2301 N. 14<sup>th</sup> Ave.

