

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, August 16, 2021

7:00 p.m.

MEETING #5189

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Elder Lavant Owen of Hanna Memorial Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Small Cities Community Development Block Grant (CDBG-CV) - Housing Coordinator,
Angie Gonzales

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

Dodge City Public Library Budget Update – Executive Director, Lori Juhlian

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, August 2, 2021,
2. Appropriation Ordinance No.16, August 16, 2021,
3. Approval of the (CDBG) Community Development Block Grant Close-Out Documents.

ORDINANCES & RESOLUTIONS

Resolution No. 2021-20: A Resolution Certifying Legal Authority and Authorization to Apply for the Small Cities Community Development Block Grant Program Through the Kansas Department of Commerce. Report by, Housing Coordinator, Angie Gonzales.

Resolution No. 2021-21: A Resolution Authorizing and Providing for the Calling of a Special Question Election in the City of Dodge City, Kansas, for the Purpose of Submitting to the Electors of the City the Question of Imposing a One-Half Percent (0.5%) City-Wide Retailers' Sales Tax; and Providing for the Giving of Notice of Said Election. Report by City Manager, Nick Hernandez.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Sales Agreement with Wild Pine Ventures LLC for Lot 2, Fourteenth Avenue and Soule Subdivision, Unit Two. Report by City Manager, Nick Hernandez.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, August 2, 2021

7:00 p.m.

MEETING #5188

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

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CALL OR ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Kent Smoll., Brian Delzeit, Blanca Soto, Joseph Nuci present.

INVOCATION by Pastor Elder Lavant Owen of Hanna Memorial Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on the Community Development Block Grant (CDBG) Performance Grant. Faye Trent Co-Director of Great Plains Development spoke on the CDBG Grants. There were no public comments. Kent Smoll made a motion to close the public hearing, Commissioner Joseph Nuci seconded the motion. The motion carried unanimously. Mayor Rick Sowers closed the Public Hearing.

APPROVAL OF AGENDA

Commissioner Rick Sowers moved to note a correction was made to the minutes on the consent calendar and to add under new business item #7, approval of bids for the reconstruction of Fairway Drive. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

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

Lara Brehm, Executive Director along with Lyne Johnson, Assistant Director gave the quarterly update for the Boot Hill Museum.

Melissa Walker, Director of Hugo Wall School, Wichita State University and Merci Umeri Coordinator of the MPA, recognized the six participants from Dodge City that completed a 16 week course of studying for the Mini Master of Public Administration program.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes July 19, 2021.
2. Appropriation Ordinance No.15, August 2021.
3. Cereal Malt Beverage License:
 - a. River Stop, 705 S. 14th Avenue,
 - b. Spee-D-Stop, 2615 Gary Avenue,
4. Approve Change Order #1 for Wagon Wheel III Sub-Division.
5. Approve Change Order #2 for the Avenue K RCB Replacement Project.
6. Approval to Execute the FAA ARPA Grant.

Commissioner Rick Sowers moved to approve the consent calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3759: An Ordinance of the City of Dodge City, Kansas amending the official zoning map of the city, changing the property located at 401 Beech Street from AG Agricultural, to R-2 Residential Medium Density was approved on a motion by Commissioner Kent Smoll. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Brian Delzeit moved to approve the replat for Summerlon Addition, Phase VII Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
2. Commissioner Blanca Soto moved to approve the quote from Guild Associates, Inc. in the amount of \$93,703.75 for a spare Vacuum Compressor for the Warrior Project. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
3. Commissioner Brian Delzeit moved to approve the quote from Emerson in the amount of \$60,806.00 for a spare Gas Chromatograph for the Warrior Project. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.
4. Commissioner Rick Sowers moved to approve the Boot Hill Museum Memorandum of Understanding. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

5. Commissioner Brian Delzeit moved to approve the Kansas Department of Transportation Cost Share Program Agreement. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.
6. Commissioner Kent Smoll moved to approve the purchase of water meters and Neptune’s AMI System from Municipal Supply in the amount of \$656,433.65. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
7. Commissioner Joseph Nuci made a motion to accept the bid from Building Solutions in the amount of \$781,636.20 for the reconstruction of Fairway Drive from asphalt to concrete. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

OTHER BUSINESS

1. City Manager, Nick Hernandez explained the current City of Dodge City zoning regulations for signs put in yards. There was discussion with commissioners and staff. Commissioners gave direction to staff to change present regulations to allow for signs to be set 5 feet back from curb or city rights-of-way.

STAFF REPORTS

ADJOURNMENT

Commissioner Joseph Nuci made a motion to adjourn the meeting. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



100 Military Avenue • Suite 128
P.O. Box 1116
Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdionline.com • www.gpdionline.com

An EDA Economic Development District/Business Loans & Municipal Grants Services Agency

DATE: August 16, 2021
TO: Dodge City Mayor and Commissioners
RE: City of Dodge City
CDBG 20-CV-016 Grant Close-out
FROM: Faye Trent
Executive Co-Director/Grant Administrator

At the Monday, August 2, 2021, meeting of the Dodge City Commission, a performance public hearing was held to discuss the performance of the City's CDBG grant for small businesses. With these funds, the City was able to assist six businesses to retain 42 full time equivalent jobs of which 34.25 or 81.55% met the low-to-moderate income requirement of the grant.

At this time, I am asking the Commission to accept the grant close-out information and permit Mayor Sower to sign the required documents.

BUSINESS, GROWTH AND REAL JOBS IN SOUTHWEST KANSAS

Serving counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens, Wichita. *An equal opportunity lender, provider and employer.*

Memorandum

*To: City Manager, City Manager
City Commissioners*

*From: Angie Gonzalez, Housing
Coordinator*

Date: 12/16/21

Subject: CDBG Grant Application

Agenda Item: Resolution No. 2021-20

Recommendation: Staff recommends the approval of Resolution No. 2021-20 allowing the City of Dodge City to apply for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and to administer the funds if awarded.

Background: In April 2018, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for renovation of lower quality homes.

The CDBG Housing Rehabilitation grant provides assistance to low-to-moderate income homeowners in a target area to receive funds to rehabilitate their homes.

Justification: This application for funding from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM will provide funds in the form of grants to help local low-to-moderate income homeowners rehabilitate their homes.

Financial Considerations: No funding match is required.

Purpose/Mission: This resolution will assist Staff in supporting Community Housing Association of Dodge City who is working to bring much needed housing opportunities to our community, therefore, improving the quality of life for our citizens.

Legal Considerations: None

Attachments: Resolution No. 2021-20

RESOLUTION NO. 2021-20

**A RESOLUTION CERTIFYING LEGAL AUTHORITY AND
AUTHORIZATION TO APPLY FOR THE KANSAS SMALL CITIES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
THROUGH THE KANSAS DEPARTMENT OF COMMERCE**

WHEREAS, City of Dodge City, is a legal governmental entity as provided by laws of the STATE OF KANSAS, and

WHEREAS, City of Dodge City, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Dodge City is a legal government entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes Nick Hernandez, City Manager to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$0 in funds towards this project.

As the Mayor of the City of Dodge City, I hereby certify that I have knowledge of all activities in the above-referenced application.

THE APPLICANT hereby dedicates \$0 in matching funds toward this project.

ADOPTED by the Governing Body of the City of Dodge City, Kansas, on August 16, 2021.

DATE: August 16, 2021

Mayor

ATTEST:

City Clerk



Memorandum

To: City Commissioners
From: Nickolaus Hernandez, City Manager
Date: August 12, 2021
Subject: Street Sales Tax Question
Agenda Item: New Business

Recommendation: Discussion and Commission recommendation on

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF DODGE CITY, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A ONE-HALF PERCENT (0.50%) CITY-WIDE RETAILERS' SALES TAX; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

Shall the following be adopted?

Shall the City of Dodge City, Kansas, be authorized to impose a one-half percent (0.50%) City-wide retailers' sales tax on April 1, 2022, or as soon thereafter as permitted by law, and shall terminate ten years after its commencement, the proceeds of which shall be used to finance the costs of transportation improvements, including the rehabilitation, construction and reconstruction of streets, sidewalks, curbs, gutters, trails, transit facilities, bicycle lanes, traffic signalization, signage, landscaping along rights-of-way, and all related improvements; all pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended?

Background:

Several months ago, the Commission tasked staff with developing a sales tax question for consideration during the upcoming election. This tax would begin April 1, 2022 and would terminate 10 years later. This would allow for the public to determine the appropriate level of street funding. Our current street maintenance budget is approximately \$300 to \$500,000 per year that is funded from the special gas tax. The City does however issue an additional \$1 Million to \$1.5 Million in debt for non RHID street related projects funded, which equates to approximately 5.5 to 8.5 mills. This sales tax could allow for up to \$4.6 million in street funding or it could provide a modest mill levy reduction by eliminating a portion of our issued debt paid for by property tax revenues.

Justification:

The existing .15% sales tax for Horse Thief Reservoir is expected to terminate by the beginning of the new year. This increase would technically only increase the existing sales tax rate by .35%. The sales tax is spread throughout all consumers in Dodge City and not just residents and is primarily sourced through grocery and car sales.

Financial Considerations: The current sales tax rate in Dodge City is 8.65%. This ½ cent sales tax, if approved by the voters is expected to generate \$4.6 million in additional revenue per year for 10 years dedicated solely to our street program. We did not utilize this years anticipated sales tax numbers in our calculations as they may be inflated for a short period of time and we anticipate the increase in sales tax could lead to a decrease in sales tax revenues, which would bring us to the \$4.6 average.

Purpose/Mission: Safety: Together we endeavor to provide a safe and secure workplace and community. **Ongoing Improvement:** Together we value progress, growth, and new possibilities by providing and preparing for the community's future.

Legal Considerations: The documentation has been prepared and reviewed by Gilmore and Bell.

Attachments:**ELECTION DOCS**

- Excerpt of Minutes (August 16, 2021)
- Resolution No. 2021-__ (resolution authorizing the calling of a special question election on a sales tax question)
- **Exhibit A** – Notice of Special Question Election – will be published by the County Clerk
- Ballot Certificate
- Form of the Ballot
- Certification of Canvass of Votes

Proposed Street Sales Tax Plan

RESOLUTION NO. 2021-21

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF DODGE CITY, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A ONE-HALF PERCENT (0.50%) CITY-WIDE RETAILERS' SALES TAX; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

WHEREAS, K.S.A. 12-187 *et seq.*, as amended (the "Act"), authorizes the governing body (the "Governing Body") of the City of Dodge City, Kansas (the "City") to submit to the electors of the City the question of imposing City-wide retailers' sales taxes, which may be in an amount not to exceed two-percent (2%) for general purposes or in an additional amount not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire not later than ten (10) years from the initial date of collection thereof; and

WHEREAS, pursuant to the Act, the electors of the City have heretofore approved propositions to authorize the levy of City-wide retailers' sales taxes described as follows:

- (a) a general purpose 0.50% sales tax for a portion of the costs of the construction, equipping and operation of certain public projects, including the following: (1) installing air conditioning in the Civic Center facility; (2) an outdoor motor sports complex; (3) field sports facilities: baseball/softball complex, together with renovating existing softball and baseball facilities and addition soccer facilities; (4) a Special Events Center; and related public projects deemed necessary and appropriate pursuant to an interlocal agreement with Ford County, Kansas; the collection of one-quarter percent (0.25%) of which commenced on October 1, 1997 and the remaining one-quarter percent (0.25%) of which commenced on January 1, 2000; and
- (b) a general purpose 0.50% sales tax for the purpose of relieving ad valorem property taxes, commencing on December 1, 1981; and

WHEREAS, the Governing Body deems it advisable that additional funds, other than from ad valorem property taxation, be derived from a City-wide sales tax for the purpose of financing the costs of transportation improvements, including the rehabilitation, construction and reconstruction of streets, sidewalks, curbs, gutters, trails, transit facilities, bicycle lanes, traffic signalization, signage, landscaping along rights-of-way, and all related improvements; and

WHEREAS, the Governing Body deems it advisable that funds to finance such purposes be derived by the imposition of a one-half percent (0.50%) City-wide retailers' sales tax (the "2022 Transportation Sales Tax"); and

WHEREAS, in order to authorize the 2022 Transportation Sales Tax, it is deemed advisable to call a special question election in the City on November 2, 2021; and

WHEREAS, if approved, the 2022 Transportation Sales Tax will constitute a sales tax imposed for special purposes, as said term is described in K.S.A. 12-189, as amended.

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

SECTION 1. Public Purpose; Implementation of 2022 Transportation Sales Tax. It is hereby deemed necessary and advisable and in the best interests of the citizens of the City to authorize and impose the 2022 Transportation Sales Tax to finance the costs of transportation improvements, including the rehabilitation, construction and reconstruction of streets, sidewalks, curbs, gutters, trails, transit facilities, bicycle lanes, traffic signalization, signage, landscaping along rights-of-way, and all related improvements.

Collection of the 2022 Transportation Sales Tax, if approved by the electors of the City, shall commence on April 1, 2022, or as soon thereafter as permitted by the Act, and to terminate 10 years after its commencement. All proceeds of the 2022 Transportation Sales Tax shall be applied for the purposes set forth in this *Section 1*; provided, however, in the event that other City funds are required to be utilized for such purposes, such City funds may be reimbursed from the proceeds of the 2022 Transportation Sales Tax.

SECTION 2. Special Question Election. It is hereby authorized, ordered and directed that a special question election shall be and is hereby called to be held in the City on November 2, 2021, at which time there shall be submitted to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall the City of Dodge City, Kansas, be authorized to impose a one-half percent (0.50%) City-wide retailers' sales tax on April 1, 2022, or as soon thereafter as permitted by law, and shall terminate ten years after its commencement, the proceeds of which shall be used to finance the costs of transportation improvements, including the rehabilitation, construction and reconstruction of streets, sidewalks, curbs, gutters, trails, transit facilities, bicycle lanes, traffic signalization, signage, landscaping along rights-of-way, and all related improvements; all pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended?

SECTION 3. Special Question Election Procedures. The vote at said special question election shall be by ballot, and the proposition stated above shall be printed on the ballot, together with voting instructions as provided by law. The City Clerk shall transmit a copy of this Resolution to the Ford County Clerk to give notice of the special question election as provided by law by publishing a Notice of Special Question Election in substantially the form attached hereto as *Exhibit A* once each week for two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication to be not less than twenty-one (21) days prior to the date of the special question election, and the last publication shall be not more than ninety (90) days prior to the date of the special question election.

SECTION 4. Effective Date. This Resolution shall be effective from and after adoption by the Governing Body.

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ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on August 16, 2021.

(Seal)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-__ of the City of Dodge City, Kansas adopted by the Governing Body on August 16, 2021, as the same appears of record in my office.

DATED: August 16, 2021.

City Clerk

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EXHIBIT A

(First published in the *Dodge City Daily Globe* on September __, 2021, and subsequently on September __, 2021)

**NOTICE OF SPECIAL QUESTION ELECTION
CITY OF DODGE CITY, KANSAS**

Notice is hereby given to the qualified electors of the City of Dodge City, Kansas (the "City") that a special question election has been called and will be held on November 2, 2021, for the purpose of submitting to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall the City of Dodge City, Kansas, be authorized to impose a one-half percent (0.50%) City-wide retailers' sales tax on April 1, 2022, or as soon thereafter as permitted by law, and shall terminate ten years after its commencement, the proceeds of which shall be used to finance the costs of transportation improvements, including the rehabilitation, construction and reconstruction of streets, sidewalks, curbs, gutters, trails, transit facilities, bicycle lanes, traffic signalization, signage, landscaping along rights-of-way, and all related improvements; all pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended?

IT IS IMPORTANT FOR EACH QUALIFIED VOTER TO NOTE THAT YOUR BALLOT CANNOT BE COUNTED UNLESS YOU TAKE THE APPROPRIATE STEPS:

To vote in favor of any question submitted on this ballot, press the word "YES" on the voting machine or completely darken the oval to the left of the word "YES" on the paper ballot. To vote against it, press the word "NO" on the voting machine or completely darken the oval to the left of the word "NO" on the paper ballot.

- YES
- NO

The polls will open at 7:00 A.M. and will close at 7:00 P.M., on November 2, 2021, the election day. The voting places in the City and the area each voting place will serve will be as follows:

[To be updated by the County Clerk]

<u>Voters Residing In Precinct</u>	<u>Will Vote At</u>	<u>Location</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The election will be conducted by the officers and/or persons provided by law for holding elections, and the method of voting will be by ballot. Registered voters are eligible to vote by advance voting ballot

upon application to the County Clerk of Ford County, Kansas, set forth below pursuant to K.S.A. 25-1117 et seq.

ADDITIONAL INFORMATION

The following additional information is provided by the City with respect to the impact of this ballot question.

2022 Transportation Sales Tax. Passage of this ballot proposition would authorize the City to impose an additional one-half percent (0.50%) City-wide retailers' sales tax (the "2022 Transportation Sales Tax") to be used to finance the costs of transportation improvements, including the rehabilitation, construction and reconstruction of streets, sidewalks, curbs, gutters, trails, transit facilities, bicycle lanes, traffic signalization, signage, landscaping along rights-of-way, and all related improvements. Collection of the 2022 Transportation Sales Tax, if approved by the electors of the City, shall commence on April 1, 2022, or as soon thereafter as permitted by the Act, and terminate 10 years after its commencement.

The election officer conducting the election will be the County Clerk of Ford County, Kansas, whose address is: 100 Gunsmoke Street, Dodge City, Kansas 67801.

DATED: _____, 2021.

Debbie Cox, County Clerk
Ford County, Kansas

BALLOT CERTIFICATE

STATE OF KANSAS)
) ss:
COUNTY OF FORD)

I, the undersigned County Clerk, Ford County, Kansas, do hereby certify that attached below is a true and correct copy of the ballot label used at the special question election held on November 2, 2021, in Dodge City, Kansas on the proposition set forth in the ballot; and that the judges and clerks duly qualified by taking their respective oaths before assuming their duties at the election.

WITNESS my hand and official seal on November 2, 2021.

(Seal)

Debbie Cox, County Clerk
Ford County, Kansas

[affix copy of ballot label]

STATE OF KANSAS
OFFICIAL BALLOT

DODGE CITY, KANSAS

NOVEMBER 2, 2021

NOTICE

If you deface or make a mistake and wrongfully mark any ballot, you must return it to the election board and receive a new ballot.

TO VOTE IN FAVOR OF ANY QUESTION SUBMITTED ON THIS BALLOT, PRESS THE WORD "YES" ON THE VOTING MACHINE OR COMPLETELY DARKEN THE OVAL TO THE LEFT OF THE WORD "YES" ON THE PAPER BALLOT. TO VOTE AGAINST IT, PRESS THE WORD "NO" ON THE VOTING MACHINE OR COMPLETELY DARKEN THE OVAL TO THE LEFT OF THE WORD "NO" ON THE PAPER BALLOT.

SHALL THE FOLLOWING BE ADOPTED?

SHALL THE CITY OF DODGE CITY, KANSAS, BE AUTHORIZED TO IMPOSE A ONE-HALF PERCENT (0.50%) CITY-WIDE RETAILERS' SALES TAX ON APRIL 1, 2022, OR AS SOON THEREAFTER AS PERMITTED BY LAW, AND SHALL TERMINATE TEN YEARS AFTER ITS COMMENCEMENT, THE PROCEEDS OF WHICH SHALL BE USED TO FINANCE THE COSTS OF TRANSPORTATION IMPROVEMENTS, INCLUDING THE REHABILITATION, CONSTRUCTION AND RECONSTRUCTION OF STREETS, SIDEWALKS, CURBS, GUTTERS, TRAILS, TRANSIT FACILITIES, BICYCLE LANES, TRAFFIC SIGNALIZATION, SIGNAGE, LANDSCAPING ALONG RIGHTS-OF-WAY, AND ALL RELATED IMPROVEMENTS; ALL PURSUANT TO THE PROVISIONS OF K.S.A. 12-187 *ET SEQ.*, AS AMENDED?

YES

NO

**STATE OF KANSAS
OFFICIAL BALLOT**

DODGE CITY, KANSAS

QUESTION SUBMITTED

SPECIAL QUESTION ELECTION

NOVEMBER 2, 2021

DODGE CITY, KANSAS

CERTIFICATION OF CANVASS OF VOTES

STATE OF KANSAS)
) ss:
COUNTY OF FORD)

I, the undersigned County Clerk, Ford County, Kansas, do hereby certify that the following are the true and correct results according to the abstract of votes cast at the special question election held on November 2, 2021, in the City of Dodge City, Kansas, on the following proposition:

Shall the following be adopted?

Shall the City of Dodge City, Kansas, be authorized to impose a one-half percent (0.50%) City-wide retailers' sales tax on April 1, 2022, or as soon thereafter as permitted by law, and shall terminate ten years after its commencement, the proceeds of which shall be used to finance the costs of transportation improvements, including the rehabilitation, construction and reconstruction of streets, sidewalks, curbs, gutters, trails, transit facilities, bicycle lanes, traffic signalization, signage, landscaping along rights-of-way, and all related improvements; all pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended?

as shown by the returns of said election which are on file in the Office of the County Clerk and canvassed as provided by law:

Yes -----
No -----
Void -----
Total Vote -----

WITNESS my hand and official seal on November __, 2021.

(Seal)

Debbie Cox, County Clerk
Ford County, Kansas

PROPOSED 10-YEAR STREET SALES TAX BUDGET

ANNUAL SALES TAX ALLOTMENT FOR ASPHALT STREETS	\$ 1,200,000
ANNUAL SALES TAX ALLOTMENT FOR MODERNIZATION/EXPANSION	\$ 1,800,000
ANNUAL TOTAL	\$ 3,000,000

PROPOSED ANNUAL STREET PROJECT BUDGET

Annual Special Streets Budget	\$ 500,000
Annual Sales Tax Allotment	\$ 1,200,000

Special Streets Projects

Concrete Street Repair	\$ 100,000
Brick Street Repair	\$ 80,000
Traffic Signal Improvements/Repairs	\$ 90,000
Pavement Markings	\$ 50,000
Sidewalk Construction	\$ 50,000
Large Crack Sealing	\$ 90,000
Small Crack Sealing	\$ 40,000
TOTAL	\$ 500,000

Sales Tax Projects

Chip Sealing	\$ 475,000
Asphalt Overlays	
Asphalt Mill & Inlay/Overlay	
Full Depth Reconstruction	\$ 725,000
TOTAL	\$ 1,200,000

City Modernization/Expansion Projects

	LOCATION	DESCRIPTION	ESTIMATED COST
1	Trail St. (McCaustland Rd. 1 to US56/283/400)	Construct a 5-lane concrete street section.	\$3,500,000
2	Trail St. (2nd Ave. to McCaustland Rd. 1)	Reconstruct with a 4-lane concrete street section.	\$8,500,000
3	Ave. A (Mellane St. to Iron Rd.)	Construct a 3-lane concrete section with curb & gutter and storm drainage improvements.	\$2,500,000
4	6th Ave. & Soule St. Intersection	Convert intersection to a single lane round-a-bout and extend multi-use path.	\$1,250,000
	Comanche St. (14th Ave. to US50 Hwy)	Construct a 3-lane concrete section from the Wal-Mart drive to US50 Hwy with curb & gutter and storm drainage improvements.	\$6,500,000
	Soule St. (6th Ave. - 14th Ave.)	Reconstruct with a 3-lane concrete street section.	\$2,500,000
	Comanche St. (Fairway Dr. to Ave. P)	Construct a 3-lane concrete section with curb & gutter and storm drainage improvements.	\$2,000,000
	S 14th Ave. (McArtor Rd. to US56/400)	Construct a 3-lane concrete section with curb & gutter and storm drainage improvements.	\$2,000,000
	6th Ave. & Comanche St. Intersection	Construct a single lane round-a-bout.	\$1,500,000
	Ave. P (E. Wyatt Earp Blvd. to US50 Hwy)	Reconstruct with a 3-lane concrete street section.	\$5,500,000
	6th Ave. (Comanche St. to Soule St.)	Widen and reconstruct with concrete.	\$2,250,000
	Loretta Ave. (Comanche St. to US50 Hwy)	Construct a 3-lane concrete street for future development.	\$4,500,000

TOTAL \$42,500,000

CITY TOP 4 PRIORITY TOTAL

\$15,750,000

Highway Modernization/Expansion Projects

	LOCATION	DESCRIPTION	ESTIMATED COST	POTENTIAL KDOT PARTICIPATION	TOTAL CITY SHARE
1	US50 & Loretta Ave. Intersection	Widen intersection to provide turning lanes, install a traffic signal and round-a-bout north of the intersection. Realign Frontview St.	\$4,000,000	\$1,500,000	\$2,500,000
2	US50 & 14th Ave. Intersection	Widen intersection to have 5 lanes in each direction and a 6th lane on the south leg for a double left.	\$3,500,000	\$1,000,000	\$2,500,000
3	US50 & Ave. P Intersection	Widen intersection for a center left turn lane and a dedicated eastbound right turn lane.	\$2,000,000	\$1,000,000	\$1,000,000
4	US50 & Melencamp Ave. Intersection	Widen intersection to 3-lanes for a center left turn lane.	\$1,500,000	\$500,000	\$1,000,000
	US50 & Central Ave./Ave. A Intersection	Widen and align offset streets to allow queuing length for southbound traffic.	\$5,500,000	\$1,000,000	\$4,500,000
	S. 2nd Ave. & US283/56 Intersection	Waiting on traffic study results. Potential expansion with signal or round-a-bout.	\$2,500,000	\$750,000	\$1,750,000
TOTALS			\$19,000,000	\$5,750,000	\$13,250,000

HIGHWAY TOP 4 PRIORITY TOTAL

\$7,000,000

CITY TOP 4 PRIORITY TOTAL

\$15,750,000

PRIORITY GRAND TOTAL

\$22,750,000

PROPOSED 10-YEAR SALES TAX BUDGET

\$18,000,000



Memorandum

To: City Commissioners
From: Nickolaus Hernandez, City Manager
Date: August 12, 2021
Subject: Sell of Lot 2, 14th and Soule
Agenda Item: New Business

Recommendation: Staff recommends approval of the sales agreement for Lot 2, 14th and Soule Subdivision, Unit Two to Wild Pine Ventures LLC, for the amount of \$225,000

Background: Lot 2 of the Sutherlands Development has not generated significant amount of interest from traditional retail stores and restaurants. We were pursuing a retail boutique, however after several months we were unable to secure any local interest in operating the store. During this period, we were approached by two local investor/operators of Tommy's Express Car Washes and negotiations began which have led to where we are today. The owners plan to have the facility operational within the next 12 months.

Justification: This is a unique retail service opportunity is not currently provided within the community and it would enhance the existing offerings and bring additional traffic to the Sutherlands development, through the use of monthly car wash memberships, and could potentially place this wash in the top 50-75 sales tax generators in the City.

Financial Considerations: The City of Dodge City would allow up to 2% in a Community Improvement District to allow for the owners to enhance the purchased property. The Car Wash is anticipated to generate sales more than \$1 million in year all of which would be subject to our current sales tax. This could generate \$10,000+ for every 1% of sales tax. The property is to be sold for \$225,000 with an earnest amount of \$22,500 within three days of approval.

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

Legal Considerations: This agreement has been reviewed by Todd LaSala and meets our Star Bond reporting requirements.

Attachments: Sales Agreement with Wild Pines Ventures LLC

PURCHASE AGREEMENT

This Purchase Agreement, (hereinafter the "Agreement") is made and entered into on the Effective Date, by and between the City of Dodge City, Kansas (hereinafter "Seller") and Wild Pines Ventures, LLC, a Kansas Limited Liability Company, and/or its assigns (hereinafter "Buyer").

WITNESSETH: That the Seller agrees to sell and the Buyer agrees to purchase, upon the terms and conditions hereinafter set forth, the following-described real owned by the Seller and located in the County of Ford, State of Kansas, to-wit:

Legal Description: Lot 2, 14th and Soule Subdivision, Unit Two

(Hereinafter referred to as the Property)

The purchase price shall be Two Hundred Twenty-five Thousand Dollars (\$225,000.00). The total purchase price, less credit for the earnest money herein paid and less credits, if any, as herein specified, shall be fully due and payable at the time of closing. At closing Seller will deliver to the Buyer a Special Warranty Deed to the Property subject to those matters mentioned below along with possession of the Property.

1. EARNEST MONEY: Within 3 days following the Effective Date, Buyer will pay the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) as earnest money to be credited to the purchase price at closing, to High Plains Title, Dodge City, Kansas. Should Buyer fail to perform any of Buyer's obligations hereunder, Seller may as its sole remedy terminate this Agreement, upon such notice as is required by law, and upon such termination retain the earnest money as liquidated damages for breach of this Agreement and both parties' obligations hereunder will thereupon cease.

2. DEFAULT: In the event that any of Seller's representations or warranties contained in this Agreement are untrue or if Seller shall have defaulted in the performance of any of the covenants or agreements contained herein which are to be performed by Seller for any reason, Buyer may, at its option: (a) terminate this Agreement by giving written notice of termination to Seller and receive a full and immediate refund of the earnest money as its sole remedy; or (b) seek to enforce specific performance of this Agreement. Seller acknowledges that the Property is unique and cannot be replaced by a comparable property.

3. TITLE COMMITMENT: Within 5 days of the Effective Date, Seller shall instruct the title company conducting the closing to issue a title commitment for the Property. The title commitment must show good and marketable title in the Seller, free and clear of all liens and encumbrances except the following, which the parties agree shall be permitted ("Permitted Encumbrances"): (1) taxes and special assessments not yet due and payable, (2) easements, (3) restrictive covenants, mineral grants and reservations of record, (4) building and zoning laws, ordinances and state and federal regulations that would not hinder Buyer's intended use of the Property, and (5) and any other encumbrances acceptable to Buyer.

4. EXAMINATION OF TITLE COMMITMENT: The Buyer shall have 10 days following its receipt of the title commitment to provide Seller a written list of any encumbrances or other title matters not acceptable to Buyer to which it objects (“Title Defects”). Failure to object within this timeframe shall be deemed a waiver of any objections Buyer may have, and all encumbrances shall then be deemed Permitted Encumbrances. Seller shall then have 90 days in which to use commercially reasonable efforts to correct the title and make it marketable and/or address Buyer’s concerns as to the Title Defects. If Seller determines that such corrections are not commercially practicable then Seller may elect to terminate this contract and return to Buyer its earnest money. If the Title Defects cannot be resolved to the parties’ mutual satisfaction within this time or such further time as may be agreed, Buyer as its sole remedy shall be entitled to the return of the earnest money paid under this contract and this contract shall thereafter be null, void and unenforceable.

5. MECHANIC’S LIENS: Seller certifies and warrants that no person has provided labor or material for the Property prior to closing whose claim for such labor or material has not been fully paid.

6. TAXES AND SPECIAL ASSESSMENTS: The taxes and installments of special assessments, if applicable, for the year of closing shall be prorated to the date of closing. In the event the amount of the taxes for the year of closing has not been established as of the closing date, such proration shall be based upon the taxes for the previous year. Taxes and installments of special assessments, if applicable, which are all due and payable in the year prior to closing and all prior years shall be the sole responsibility of Seller. Taxes and installments of special assessments, if applicable, for the year following closing and all subsequent years shall be the responsibility of the Buyer or Buyer’s successors.

7. ENVIRONMENTAL INVESTIGATION AND TESTING: Seller shall provide Buyer a copy of any environmental reports Seller has in its possession. Buyer and Buyer’s agents shall have the right to enter upon the Property between the Effective Date and through the closing date, without charge and at all reasonable times, to perform such environmental or physical examinations, investigations, tests and any other inspections as Buyer may reasonably deem appropriate. Buyer shall pay all costs and expenses of such investigation and testing and shall hold Seller harmless from all costs and liabilities arising out of Buyer’s activities. If the purchase and sale contemplated by this Agreement is not closed, Buyer shall repair and restore any damage to the Property caused by Buyer’s environmental investigation or testing, at Buyer’s expense, and shall return the Property to substantially the same condition as it existed prior to such entry. Seller shall cooperate with Buyer and Buyer’s agents in providing access to information necessary to complete any environmental assessment or investigation. Purchase of the Property is conditioned upon Buyer’s approval of its inspection results prior to closing.

8. Intentionally omitted.

9. SELLER’S WARRANTIES AND REPRESENTATIONS: The Seller warrants and represents to the Buyer as of the date of closing as follows:

- (a) To Seller's actual knowledge, without any duty of inquiry, Seller warrants that there is access to the Property from a public right-of-way and all necessary utilities including water, sewer, gas and electric are stubbed to the Property.
- (b) Seller warrants that the Seller has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for condition on the Property that remains uncorrected.
- (c) Seller warrants that if the Property is subject to restrictive covenants, declarations, or operating agreements, Seller has not received any notice from any person or authority as to a breach of the covenants or any other agreements which remains uncorrected and Seller further warrants any notices received by Seller will be provided to Buyer immediately.
- (d) Seller warrants that as of the time of closing, there will be no leases or other contracts which encumber the Property or by which any third party could claim any interest in the Property, and Seller further warrants that the Property shall be vacant as of the time of closing.
- (e) The Seller has the full right, power and authority to sell, convey and transfer the Property herein and to execute, deliver and carry out the provisions of this Agreement.
- (f) To the Seller's actual knowledge, without any duty of inquiry, there exist no violations of any rule, regulation, code, resolution, ordinance, statute or law involving the use, maintenance, or operation or condition of the Property, or any part thereof or installations therein, and the Property fully and duly complies with all applicable resolutions, statutes, laws, rules, regulations, and codes of all governmental units, authorities, agencies, and environmental protection agencies, having jurisdiction over the Property.
- (g) No litigation is pending or, to Seller's actual knowledge without any duty of inquiry, proposed, threatened or anticipated with respect to any matter affecting the Property or the operation thereof.
- (h) As of the Closing Date, there shall be no liens, delinquent taxes or delinquent installments of special assessments pertaining to the Property.
- (i) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act (FIRPTA) and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person.
- (j) Seller will cooperate with Buyer to advance to the Dodge City Commission a petition requesting a two percent (2%) Community Improvement District (CID) Sales Tax for the maximum period allowed by law. This provision shall survive the date of closing.

All warranties and representations shall survive the closing for one year regardless of whether they are restated in any subsequent document. The term "Seller's actual knowledge" as used herein shall be limited to City Manager Nick Hernandez.

10. RISK OF LOSS: Seller shall continue to care for the Property and insure the Property through Date of Closing. The risk of loss prior to closing is on the Seller. In the event that the Property is totally or partially destroyed or damaged, or in the event that a proceeding is commenced to condemn all or any portion of the Property prior to the Date of Closing, this Agreement shall become null and void and Buyer shall be entitled to a return of the earnest money, at Buyer's option. In the event Buyer does not elect to terminate this Agreement as a result of such damage or condemnation, Seller shall assign to Buyer all rights to insurance proceeds resulting from such damage, or Seller shall assign to Buyer all rights to appear in and receive any award from such condemnation proceedings.

11. DUE DILIGENCE PERIOD: Buyer's obligation to close the transaction contemplated by this Agreement is contingent upon a 120-day Due Diligence Period (the Due Diligence Period) which shall commence on the Effective Date. During the Due Diligence Period, Buyer shall have the right to perform and complete all inspections, investigations, studies and due diligence and to determine whether to purchase the Property. During the Due Diligence Period, Seller shall cooperate with Buyer in submitting applications for necessary governmental approvals for permitting and zoning required for Buyer's intended use of the Property. If Buyer shall find such inspections, investigations or studies to be unsatisfactory, for any reason, or if Buyer otherwise determines that the Property is not suitable for its intended use, for any reason, including the failure to obtain necessary franchisor or City approvals, in Buyer's sole discretion, then Buyer shall have the right, at its option, to terminate this agreement within the Due Diligence Period, in which case the earnest money shall be immediately refunded to buyer and each party shall have no further liability to the other, except as herein specifically set forth. If Purchaser does not notify Seller of its intention to terminate the Agreement prior to the expiration of the Due Diligence Period, the earnest money shall become non-refundable and Buyer will be deemed to have accepted the Property in its present condition, "AS IS" and WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.

12. CLOSING AND POSSESSION: Closing and possession of the Property shall occur within 30 days following the end of the Due Diligence Period, subject to any extension of time granted in the event that title to the Property should be found unmarketable, pursuant to Section 4 of this agreement, and subject to change by mutual agreement of the seller and Buyer. The closing shall be held at High Plains Title, Dodge City, Kansas. The date on which closing shall occur, shall be referred to as the "Date of Closing."

13. CLOSING DOCUMENTS. Subject to performance by the Buyer and the Seller of their respective obligations hereunder, at the time and place set for closing, Seller and Buyer shall deliver to each other the following:

13.1 Seller shall deliver an executed Special Warranty Deed conveying the Property to the Buyer, free and clear of all liens and encumbrances, except the Permitted Encumbrances;

- 13.2 Intentionally omitted;
- 13.3 Buyer shall deliver funds, in cash or some other form acceptable to the Seller, sufficient to satisfy the Buyer's obligations hereunder; and
- 13.4 Buyer and Seller shall also sign such other documents required by the closing agent to close this transaction.

14. CLOSING COSTS: Seller shall be responsible for the following closing costs: one-half of the owner's title insurance premium (in the amount of the purchase price), one-half of the closing agent's fee, the full cost of a survey of the Property, preparation of the special warranty deed and preparation of and recording expense of all releases, satisfactions and corrective documents, if any. Buyer shall be responsible for one-half of the owner's title insurance premium, one-half of the closing agent's fee and the full cost of recording the special warranty deed to buyer. Any closing costs not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer's lender requires title insurance, the cost thereof, including but not limited to any special endorsements, shall be entirely paid by Buyer.

15. ENTIRE AGREEMENT: This agreement constitutes the entire agreement by and between the parties and any other prior representations or agreements are deemed merged herein and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

16. AMENDMENTS, MODIFICATIONS OR WAIVERS: No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not effect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.

17. CONSTRUCTION OF AGREEMENT: Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Agreement or any part thereof.

18. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

19. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

20. GOVERNING LAW: This Agreement shall be governed by the laws of the state of Kansas.

21. COUNTERPARTS: This Agreement shall be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.

22. TIME: Time is of the essence of each of the party's respective obligations under this Agreement.

23. EFFECTIVE DATE: The effective date ("Effective Date") of this Agreement shall be the date upon which this agreement is executed by the last signatory.

24. STAR BOND REQUIREMENTS: On March 19, 2012, pursuant to the STAR Bonds Financing Act, K.S.A. 12-17,160 *et. seq.*, as amended, the City of Dodge City approved a STAR Bond Project District (the "Original STAR Bond District") by passage of Ordinance No. 3527. The Original STAR Bond District has been amended multiple times, and the Property was added to the Original STAR Bond District by passage of Ordinance No. 3650 on February 3, 2017 (as amended the "STAR Bond District") and STAR Bonds have been issued in the STAR Bond District. Though Buyer will not have access to any STAR Bond financing, Buyer acknowledges and agrees that the Property is within the STAR Bond District and benefits from infrastructure and other improvements that were financed with STAR Bonds. Accordingly, Buyer hereby specifically agrees to certain reporting requirements as set forth in this Section 24.

(a) Reporting Sales and Use Taxes. During the life of any STAR Bonds issued in connection with the STAR Bond District, each owner and tenant of any parcel located within the STAR Bond District must provide the Seller and/or the Kansas Department of Revenue (the "DOR"), or their designee(s), with documentation of sales tax receipts for each such business within the Property, indicating the type and amount of the sales taxes and/or use taxes paid by such business for the particular location within the Property (and not in the aggregate). During the life of any such STAR Bonds, Buyer shall additionally cause owners and new tenants of any parcels located within the Property to provide to the Seller and/or the DOR, or their designee(s), true and correct copies of all sales tax and/or use tax returns filed with the State of Kansas with respect to sales in, on or from such business, the same to be provided simultaneously with, or within ten (10) days after such filing.

(b) Lease Requirements. Buyer shall use commercially reasonable efforts to cause any and all leases, licenses, sale agreements or other agreements for transfers of portions of the Property or possession thereof (collectively, the "Leases") entered into by Buyer and any tenant (or other operator or user) within the Property to contain a provision requiring such tenant to comply with the provisions set forth in this Section 24. Buyer shall use best efforts to enforce any such provisions in its Lease, provided however, that Buyer shall not have any liability or obligation to Seller or DOR or any other party by reason of the refusal or failure of any tenant (or other operator or user) within the Property to timely or accurately report its sales tax receipts within the Property despite Buyer's best efforts. If applicable and upon request, Buyer shall, to the extent

allowed by applicable laws, regulations and other requirements, provide to the DOR and the bond trustee for any STAR Bonds in the STAR Bond District, the names of all vendors operating in, on or from the Property, their Kansas sales tax identification number and their dates of operation.

(c) Generation of Retail Sales. Buyer shall not take any actions or adopt any practices or procedures which are designed to eliminate, reduce, or divert in any way any sales taxes and/or use taxes payable to the City of Dodge City and/or the State of Kansas in connection with sales made or services from, in or on and about the STAR Bond District.

(d) Survival. The provisions of this Section 24 shall survive the Closing.

IN TESTIMONY WHEREOF, the Seller and the Buyer have hereunto set their hands the day and year first above written.

SELLER:

BUYER:

The City of Dodge City, Kansas

Wild Pines Ventures, LLC

By: _____ Date _____
Its: _____
Address: 806 N. 2nd Street
Dodge City, Kansas 67801

By: Tamara Davis Date _____
Its: Managing Member
Address: 107 Layton Street, Suite A
Dodge City, Kansas 67801