

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Tuesday, January 21, 2025

7:00 p.m.

MEETING # 5302

CALL TO ORDER

ROLL CALL

ELECTION OF MAYOR AND VICE MAYOR

INVOCATION BY Pastor Kirk Larson, Grace Community Church

PLEDGE OF ALLEGIENCE

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).

Land Bank Budget – Report by Mollea Wainscott

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, January 6 ,2025
2. Approval of City Commission Meeting Minutes, January 6, 2025.
3. Approval of Special City Commission Work Session and Commission Meeting Minutes, January 13,2025.
4. Appropriation, Ordinance No. 2, January 21, 2025.
5. Cereal Malt Beverage License:
 - a. Casa Alvarez, 1701 E. Wyatt Earp Blvd.
 - b. Playa Dorada, 307 Military Avenue.
 - c. Taylor's Roadhouse, 2305 W Wyatt Earp Blvd.

(On file in City Clerks Office)

ORDINANCES & RESOLUTIONS

Ordinance No. 3825: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Reinvestment Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (15th Avenue Development).

Resolution No. 2025-03: A Resolution Adopting the Housing Needs Assessment for the City of Dodge City. Report by Mollea Wainscott, Assistant Director of Economic Development.

Resolution No. 2025-04: A Resolution in Recognition of Nickolaus Hernandez for his Service to his Country and to the City of Dodge City, Kansas. Report by Melissa McCoy, Assistant City Manager.

Resolution No. 2025-05: (First Reading) A Resolution Declaring the eligibility of the City of Dodge City, Kansas to Submit an Application to the Kansas Department of Wildlife and Parks for Use of the Outdoor Recreation Legacy Partnership (ORLG) Grant Funds for the Reimaging Wright Park: Making wright Park the “Right” Park for our Community Project in Dodge City and Authorizing the “City Manager to Sign the Application. Report by Daniel Cecil, Director of Parks and Recreation and Melissa McCoy, Assistant City Manager.

Resolution No. 2025-06: A Resolution Authorizing Signatures at Western State Bank. Report by Nicole May, Finance Director.

Resolution No. 2025-07: A Resolution Authorizing Signatures at Landmark National Bank. Report by Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bid to Purchase 624 Trash Carts for Dodge City Sanitation Department. Report by Ryan Reid, Director of Administration.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

2024 Land Bank Inventory

Address

1108 Avenue B, Dodge City

Year Acquired

2023

Year Sold

2024

Sold to: Community Housing Association of Dodge City

2025 Land Bank Inventory

Address

Year Acquired

Year Sold

Sold to:

2025 Landbank Budget

Income

\$5,000 - City of Dodge City

Expenses

\$5,000 - operational costs

Title Insurance for properties acquired
mowing/maintaining properties acquire

2024 Landbank Budget

Income

\$5,000 - City of Dodge City

\$1,000 - CHAD for 1108 Avenue B

Expenses

0 - operational costs

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers
806 N. 2nd Avenue, Dodge City, KS

Monday, January 6, 2025

6:00 p.m.

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 OR ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Daniel Pogue, Rick Sowers, Michael Burns, Commissioner Jeff Reinert reported absent.

WORK SESSION

City Engineers Ray Slattery and Tanner Rutschman gave an update and a presentation on 2025 Projects that the city will be working on this year and the future. They gave overviews of street improvement projects, developments and utility projects.

ADJOURNMENT

Commissioner Daniel Pogue made a motion to adjourn the meeting. Commissioner Michael Burns seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, January 6, 2025

7:00 p.m.

MEETING # 5300

CALL TO ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Rick Sowers, Michael burns, Daniel Pogue present. Commissioner Jeff Reinert reported absent.

INVOCATION BY Pastor Kurt Larson, Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Michael Burns made a motion to approve the agenda as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.

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, December 16, 2024.
2. Approval of Special City Commission Meeting Minutes, December 19, 2024.
3. Approval of Special City Commission Meeting Minutes, December 30, 2024.
4. Appropriation, Ordinance No. 1, January 6, 2024.
5. Cereal Malt Beverage License:
 - a. Walgreen Store, 1801 N. 14th Avenue
6. Approval of Payment for the Temporary Construction and Permanent Easements for Gunsmoke/Comanche Street Trail Extension.

Commissioner Daniel Pogue made a motion to approve the consent calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2025-01: A Resolution amending Appendix A of the Dodge City Municipal Code revising Fees and Rates for Mariah Hills Golf Course was approved on a motion by Commissioner Rick Sowers Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

Resolution No. 2025-02: A Resolution of the City of Dodge City, Kansas, authorizing the preparation of Financial Statements and Financial Reports on the basis of cash receipts and disbursements was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the audit engagement letter with Kennedy McKee & Company in the amount of \$30,700 for the Year Ending December 31, 2024. Commissioner Michael Burns seconded the motion. The motion carried 4 - 0.
2. Commissioner Michael Burns moved to approve the 2025 State/Federal Legislative Policy. Commissioner Rick seconded the motion. The motion carried 4 - 0.
3. Commissioner Michael Burns moved to approve the Southwest Kansas Legislative Policy Agenda. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.
4. Commissioner Daniel Pogue moved to approve the updated Employee Handbook. Commissioner Michael Burns seconded the motion. The motion carried 4 - 0.
5. Commissioner Daniel Pogue moved to approve the bid from Seaspray Splash Pads, LLC in the amount of \$129,310 for Beeson Park Splash Pad. Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Michael Burns made a motion to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk

CITY COMMISSION SPECIAL WORK SESSION AND SPECIAL COMMISSION MEETING MINUTES

Commissioner Chambers
806 N. 2nd Avenue
Dodge City, KS
Monday, January 13, 2025
6:00 p.m.
MEETING #5301

CALL TO ORDER

WORK SESSION

1. There was a presentation and workshop by City Engineers, Ray Slattery, Tanner Rutschman and Burns & McDonnell regarding the Managed Aquifer Recharge (MAR) Project. There were several staff members from Burns & McDonnell in attendance. Jake White of Burns and McDonnell spoke a little on the project background. and informed commissioners that they were here to address any questions that they may have on the project. This type of project is being implemented in many other cities. Daniel Clement, lead ground, groundwater hydro geologist spoke on how the underground works, how storage works and their experience with other aquifer recharge projects. There was discussion and questions answered throughout the presentation.

SPECIAL CITY COMMISSION MEETING MINUTES

CALL TO ORDER

ROLL CALL: Mayor, Chuck Taylor, Commissioners Jeff Reinert, Rick Sowers, Michael Burns, Daniel Pogue.

UNFINISHED BUSINESS

1. Commissioner Rick Sowers made a motion to approve revised task order #4 for and approve the professional design service agreement with Burns & McDonnell for the for the Managed Aquifer Recharge (MAR) Project the amount of \$1,330,000 for Phase #1 and \$4,625,500 for Phase #2. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Danel Pogue seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 01/14/25
Subject: RHID
Agenda Item: Development Agreement and Ordinance No 3825

Purpose: To approve a Development Agreement and Development Plan creating a Reinvestment Housing Incentive District between the City of Dodge City and Oma Construction, LLC.

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Oma Construction, LLC and approval of Ordinance 3825.

Background: In 2010, the City staff began working with developers interested in building multi-family and single-family residential developments. Most developers were interested in utilizing the Reinvestment Housing Incentive District program which provides assistance for various eligible costs such as infrastructure. The Oma Construction, LLC development will provide a total of twenty two units (22) with an assessed valuation of not less than Two Hundred Forty Thousand Dollars (\$240,000.00).

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Ford County and U.S.D. No. 443 have no risk in this process; in addition, they would not have received the increment as the development would not have been feasible without the incentive.

Legal Considerations: None

Mission/Values: To provide adequate housing in order for the City to accommodate present and future growth.

Attachments: Development Agreement and Ordinance No. 3825

Approved for the Agenda by:

Name, Title

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), entered into this 21st day of January, 2025, by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation, (the “City”), and **OMA CONSTRUCTION, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (the “Developer”).

RECITALS

- A. **WHEREAS**, the City and the Developer (the “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a single-family residential development to be known as “15th Avenue Development” (the “Development”); and,
- B. **WHEREAS**, the Developer is the titled owner of real property located within the boundaries of the City and described in *Exhibit A*, attached hereto and incorporated herein by reference (the “Property”); and,
- C. **WHEREAS**, the Developer desires to develop the Property by construction of single-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, the City has determined that the construction of the Development will foster the economic development of the City and the surrounding area of Ford County, Kansas; and,
- E. **WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 Definitions.** As used in this Agreement, the following words and terms shall have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Dodge City, Kansas.

“**Concept Site Plan**” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to the City, attached hereto as *Exhibit C* and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“**Developer**” means OMA CONSTRUCTION, LLC, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas, or its permitted successors or assigns in interest.

“**Development Area**” means the collective areas described in *Exhibit B* attached hereto and incorporated herein by this reference.

“**Development Project**” means construction of not less than twenty four (24) quality residences in the Development Area in accordance with the Concept Site Plan.

“**External Infrastructure Improvements**” means the extension of sanitary sewer from an existing sewer located adjacent to the Right-of-Way (R/W) to the Development Area and the extension of the City water from the present location to the Development Area.

“**Governing Body**” means the City Commission of Dodge City, Kansas.

“**Internal Infrastructure Improvements**” means the water, sanitary sewer, electric, storm sewer, storm water detention, street, street lighting, sidewalks and all other public infrastructure improvements necessary for the Development and located within the boundaries of the Development Area, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on *Exhibit D* attached hereto and incorporated herein by this reference.

“**Material Change**” shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by Twenty-Five Thousand Dollars (\$25,000.00) or more for each change.

“**Mayor**” means the Mayor of Dodge City, Kansas or his/her duly authorized agent.

“**Plans and Specifications**” means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to the City.

“Project Costs” means all costs associated with the completion of the Public Improvements, and all associated legal, engineering and other soft costs, all as described on the cost estimates set forth on *Exhibit D* attached hereto and incorporated herein by this reference.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated herein by this reference.

“Public Improvements” means the External and Internal Infrastructure Improvements.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“Reinvestment Housing Incentive District” means a Reinvestment housing incentive district to be created by the City for the Development Project pursuant to the Kansas Reinvestment Housing Incentive District Act.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that the Developer can occupy or utilize the Work for its intended purpose.

“Unit” means each individual residence in the development.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of not less than twenty four (24) single-family residential structures, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

REINVESTMENT HOUSING INCENTIVE DISTRICT

2.1 Preliminary Resolution. The Governing Body has heretofore adopted Resolution No. 2023-40 (the “Resolution”) on December 12, 2023 which made certain findings pursuant to the Reinvestment Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish Reinvestment Housing Incentive Districts within the City, which would include the Property.

2.2 Department of Commerce Finding. Pursuant to the Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same, along with the Resolution, to the Kansas Secretary of Commerce. On December 13, 2024, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Reinvestment Housing Incentive District Act, and approved the City’s ability to establish a Reinvestment Housing Incentive District.

2.3 Further Proceedings Regarding Special Assessments. Developer has petitioned the City for special assessment financing for infrastructure improvements as reflected in *Exhibit D*. Said special assessment charges will be eligible costs to be paid by Reinvestment Housing Incentive District incremental proceeds.

2.4 Further Proceedings Regarding the Reinvestment Housing Incentive District Act. The City has caused to be prepared a Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an Ordinance approving the Development Plan, this Agreement, establish a Reinvestment Housing Incentive District that includes the Property and adopt a Resolution establishing a benefit district for the financing of certain internal improvements within the Property. The Reinvestment Housing Incentive District will be deemed to be established at the time said Ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Reinvestment Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

3.1 Development Project Construction Schedule. The Developer shall commence construction of the Development Project and Public Improvements within the Development Area, not more than sixty (60) days after the Reinvestment Housing Incentive District ordinance is passed by the Governing Body. The Developer will diligently pursue Substantial Completion of the Development Project.

- a Modifications to the Development Project. The Parties acknowledge that due to economic conditions the scope of the Development Project and the amount of real estate included within any Development Area may be modified prior to and/or during the construction of such Development Project. Developer shall notify the City at least thirty (30) days in advance of any proposed Material Change of the Development Project or Development Area, as well as the factual basis necessitating the proposed Material Change.
- b The Developer will review and approve all plans, including the placement of infrastructure. It will be the responsibility of the developer to pay for any changes in the plans after they have been approved.

3.2 Construction of the Development Project. The Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans, on file at City Hall.

3.3 Concept Site Plan. The Developer, in coordination with the City has had prepared a Concept Site Plan and the same is hereby approved by the Parties. Either party shall promptly notify the other in writing of any proposed Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, the Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Development Project provided, however, that the Developer may not make any Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of the City.

3.4 Construction Public Improvements. The Developer and the City shall be financially responsible for the Public Improvements as delineated on *Exhibit D*. The Developer shall allow the City to contract with and direct the work of an agreed upon contractor to construct portions of the Public Improvements. The Developer and the City shall assure that their respective Public Improvements are completed in a good and workmanlike manner in accordance with the Plans and Specifications approved by the City consistent with the construction of the Development Project so that the Substantial Completion of the Public Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

- a **Acquisition of Easements, Permits.** The Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the External or Internal Infrastructure Improvements and the City will cooperate with the Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be

considered a Project Cost. The City shall cooperate with the Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

- b **Construction Contracts; Insurance.** Each party may enter into one or more construction contracts to complete the Work for the Public Improvements. Prior to the commencement of construction of the Public Improvements, each Party shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to the City. Each Party shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Public Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If the Developer serves as general contractor for the Internal Infrastructure Improvements, the Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

- c **Certification of Substantial Completion.** Promptly after Substantial Completion of the Work with respect to the Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. The City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such thirty (30) day period after delivery to the City of each Certificate of Substantial Completion, the City furnishes to the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Public Improvements, the Developer will dedicate to the City, and the City will accept, title to the Internal Infrastructure Improvements designated on **Exhibit D**. Following said dedication, the City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Internal Infrastructure Improvements from that date forward and shall maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in the City. Notwithstanding the foregoing, the Developer may, at its sole discretion and expense, enhance the maintenance or operation of the Internal Infrastructure Improvements for the betterment of the Development Project.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 Financing of Public Improvements. The costs of the Public Improvements shall be allocated between the Developer and the City as set out in *Exhibit D*. The City agrees to finance a portion of the Developer’s share of the Internal Infrastructure costs through the issuance of general obligation special assessment bonds (the “Bonds”) as indicated on *Exhibit D*. The City shall deposit the amounts received by the City, pursuant to K.S.A. 12-5250(b)(2)(A) (the “Increment”) in a special assessment bond obligation account (the “Assessment Account”). Funds from said Assessment Account shall be used to pay all or a portion of the principle and interest on the Bonds and to reimburse the Developer for all or a portion of other eligible costs of Internal Infrastructure Improvements not covered by the Bonds.

- a Funds from the Assessment Account shall be accrued and disbursed in accordance with the following guidelines and in the time and manner following:
 - i The Developer shall be responsible for and shall upon request reimburse the City for any and all funds advanced by the City from accounts other than the Assessment Account and applied to payment of principle and interest on said Bonds. Said reimbursement if requested shall be made by the Developer within thirty (30) days of receipt from the City of written request for payment accompanied by documentation of such advance payments;
 - ii The City shall apply the Increment payments received (1) to reimbursement to the City of any non-reimbursed advanced Bond payments; (2) to a Bond payment reserve in an amount equal to two annual Bond payments; (3) to annual Bond payments currently due; and (4) to reimbursement to the Developer for payments made by the Developer pursuant to paragraph (1) above to reimburse the City for advance payments made by the City, and/or to reimburse the Developer for other eligible Internal Infrastructure Improvement costs incurred by the Developer and not paid from the Bond proceeds.
 - iii Once all Bond obligations have been fully paid and all reimbursable costs to the Developer have been fully satisfied and the Project completed the Assessment Account shall be closed and all future Increments shall be disbursed pursuant to the provisions of K.S.A. 12-5250(b)(2)(B).
- b Payments due to the Developer, if any, shall be made within thirty (30) days following the annual Bond Payment by the City beginning in 2025 and continuing until such time as the General Obligation Bonds and eligible Developer Financed Project Costs in accordance with *Exhibit D* have been fully reimbursed to the Developer, but not to exceed twenty-five (25) years from the date of the establishment of the Reinvestment Housing Incentive District. City shall have no liability and/or responsibility to the Developer for any payment greater than the amounts received from the Ford County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A). The Developer shall be responsible for any bond payment or portion thereof not covered by the payment made from the Assessment Account.

ARTICLE V

GENERAL PROVISIONS

5.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, the City may terminate this Agreement at any time if the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from the City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, the Developer may terminate this Agreement at any time if the City defaults in or breaches any material provision of this Agreement (including any City default under Article IV hereof) and fails to cure such default or breach with thirty (30) days after receipt of written notice from the Developer of such default or breach.

5.3 Successors and Assigns.

- a This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to the City.
- c Until Substantial Completion of the Development Project has occurred, the obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by the Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, the Developer may be permitted to subcontract the construction of any portion of the Development Project except for Public Improvements without the consent of City as long as the Developer remains liable

therefore hereunder. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of the Developer to assign the Developer's rights, duties and obligations under this Agreement to a Related Party; or (c) the right of the Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event the Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

5.4 Remedies. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Reinvestment Housing Incentive District. For purposes of this Section, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same. Prior to instituting any legal proceedings after an event of default has been noticed and no cure has occurred, the Parties agree to attempt to resolve the dispute through non-binding mediation. In the event such mediation is not successfully completed within forty-five (45) days following the expiration of any period for cure, the aggrieved Party may then immediately institute legal proceedings against the breaching Party.

5.5 Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage or delay in shipment of

material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by the Developer, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first-class mail, postage prepaid, or delivered personally,

a In the case of the Developer, to:

Oma Construction, LLC
120 E. Trail Street
Dodge City, KS 67801
Attention: Omar Lopez
Phone: (620) 408-8080

b In the case of the City, to:

City of Dodge City, Kansas
806 N. Second Avenue
Dodge City, KS 67801
Attention: City Clerk
Phone: (620) 225-8100
Fax: (620) 225-8144

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this section.

5.7 Conflict of Interest. No member of the Governing Body or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or

discussions relating to the activities herein proscribed. The City represents to the Developer that no such conflicts of interest exist as of the date hereof.

5.8 Insurance; Damage or Destruction of Development Projects.

- a The Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of the City, shall furnish the City with proof of payment of premiums on:
 - i Builder’s Risk insurance, written on the so called “Builder’s Risk—Completed Value Basis,” in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called “all risk” form of policy. The interest, if any, of the City shall be protected in accordance with a clause in form and content satisfactory to the City; and,
 - ii Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner’s contractor’s policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
 - iii Workers compensation insurance, with statutorily required coverage.
- b The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with a general policy holder’s rating of not less than A- and a financial rating of A- as rated in the most current available “Best’s” insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder.

5.9 Inspection. The Developer shall allow authorized representatives of the City access to the Work site from time to time upon reasonable advance notice, which notice is in accordance with its normal practices with respect to inspection of construction projects in the City, prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the

Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

5.10 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 Entire Agreement: Amendment. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 Legal Actions. If a third party brings an action against the City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, the Developer may, at the Developer's option but only with the City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which the Developer has assumed the defense) with counsel of the Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16(g)* of this Agreement.

- a Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.
- b The Developer releases from, agrees to indemnify and hold harmless the City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that the City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney fees, except for those matters arising out of the willful and/or wanton negligence of the City and its Governing Body members, officers, agents, servants and employees.
- c The City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of the City and its Governing Body members, officers, agents, servants and employees.
- d All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.
- e No official, employee or representative of the City shall be personally liable to the Developer in the event of a default or breach by any Party to this Agreement.
- f The Developer releases from and covenants and agrees that the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its Governing Body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the

construction of the Work, (3) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of the Developer or its agents in connection with or relating to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of the City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by the City following termination of this Agreement as the Development Project or portion thereof.

- g Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in this Section, the Developer shall have no obligation to indemnify the City, or any other Party referenced in this Agreement, unless the claim for which indemnity is sought is actually covered by the insurance required by **Section 5.8** of this Agreement and the Developer shall hereby be released for any and all claims otherwise referenced in this Section that are not actually covered by the insurance policies required by **Section 5.8** of this Agreement.

5.17 Cost of the Legal Fees. Upon execution of this Agreement, Developer shall reimburse the City for all legal and professional costs, fees and expenses incurred by the City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Reinvestment Housing Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Reinvestment Housing Incentive District or the Project. All such reimbursement paid by the Developers shall be considered Project Costs.

5.18 Survival. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in Section 5.16 of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by the Parties hereto.

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 Representations of City. The City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

6.2 Representations of Developer. The Developer hereby represents and warrants it has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

Dated:

ATTEST: (SEAL)

City Clerk

OMA CONSTRUCTION, LLC

By: _____
Omar Lopez

Dated:

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

Exhibit A	Property Description
Exhibit B	Map of Reinvestment Housing Improvement District Boundaries
Exhibit C	Site Development Plan
Exhibit D	Eligible Costs
Exhibit E	Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

Beginning at the Northwest corner of Lot 12, Westview Place No.2, a subdivision of Dodge City, Ford County, Kansas; thence south along the West line of said Lot 12 to the Southwest corner thereof; thence west along the North line of Lot 14 of said Westview Place No.2 to the Northwest corner thereof; thence south along the West line of Lots 14 through 34 inclusive of said Westview Place No.2 to the Southwest corner of said Lot 34; thence west along the North line of lot 38 of said Westview Place No.2 extended to the West right-of-way line of 16th Avenue; thence south along the West right-of-way line of 16th Avenue to the South line of Westview Place No.2, a subdivision of Dodge City, Ford County, Kansas; thence east along said South line of Westview Place No.2 to the East right-of-way line of 15th Avenue; thence north along the East right-of-way line of 15th Avenue to the South right-of-way line of West Park Street; thence east along the South right-of-way line of West Park Street to the West right-of-way line of North 14th Avenue; thence southerly along the West right-of-way line of North 14th Avenue a distance of 710 feet; thence east to the Southwest corner of Lot 3, block 1, Gunsmoke Plaza, a subdivision of Dodge City, Ford County, Kansas, being on the East right-of-way line North 14th Avenue; thence northerly along the East right-of-way line of North 14th Avenue to the South right-of-way line of Park Street; thence east along the South right-of-way line of Park Street a distance of 240 feet; thence north perpendicular to the previous course to the North right-of-way line of Park Street; thence west along the North right-of-way line of Park Street to the East right-of-way line of North 14th Avenue; thence north along the East right-of-way line of North 14th Avenue a distance of 210 feet; thence west perpendicular to the previous course to the West right-of-way line of North 14th Avenue; thence south along West right-of-way line of North 14th Avenue to the North right-of-way line of West Park Street; thence west along the North right-of-way line of West Park Street to the Southeast corner of Lot 1, Moncrief Place No.1, a subdivision of Dodge City, Ford County, Kansas; thence northerly along the East line of said lot 1 to the Northeast corner thereof; thence westerly along the North line of lots 1 through 7 inclusive of Moncrief Place No.1, a subdivision of Dodge City, Ford County, Kansas to the Northwest corner of said Lot 7 as platted; thence south along the West line of said Lot 7 as platted extended to the South right-of-way line of West Park Street: thence easterly along the South right-of-way line of West Park Street to the Northwest corner of Lot 12, Westview Place No.2 and Point o Beginning.

EXHIBIT B

MAP OF REINVESTMENT HOUSING IMPROVEMENT DISTRICT BOUNDARIES

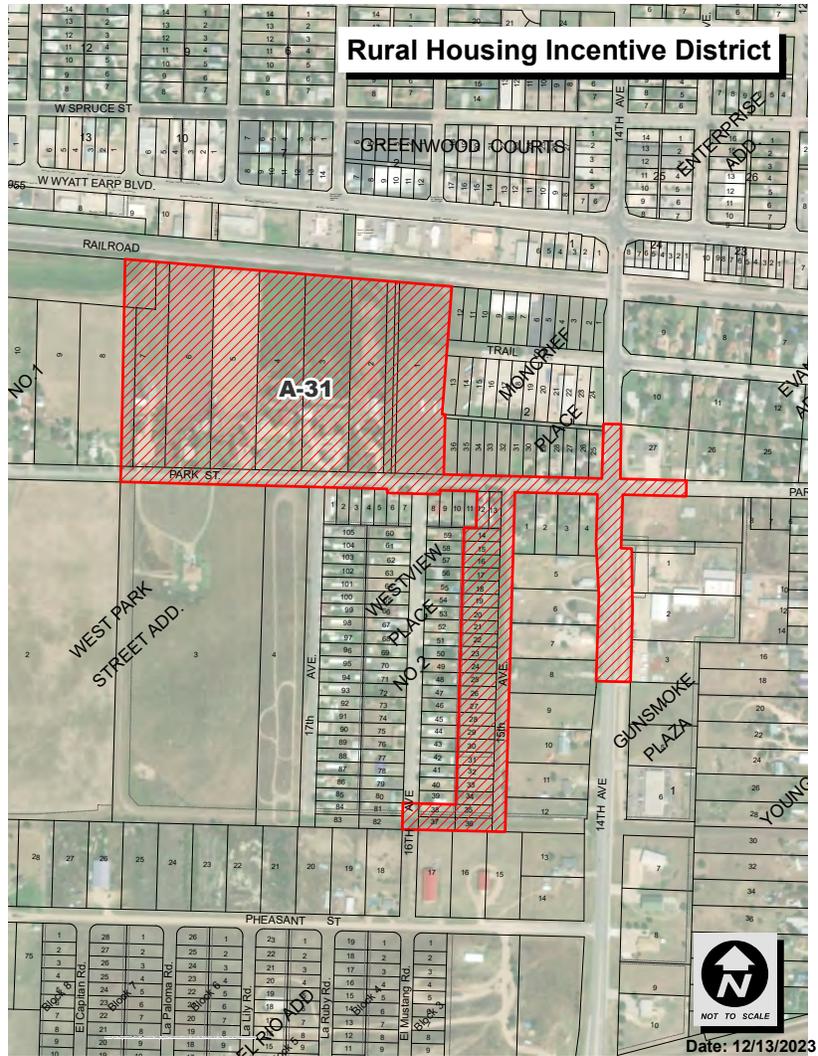


EXHIBIT D

ELIGIBLE COSTS FOR DEVELOPMENT PROJECT

	Developer's Responsibility		City's Responsibility
	Developer Financed	Financed Thru City Issued Special	Financed by City at Large
Land Costs	\$351,000.00		
Surveying & Engineering	\$75,000.00		
Site Prep		\$178,617.00	
Earthwork		\$321,565.00	
Interest		\$489,055.00	
Legal		\$34,256.00	
Street		\$462,797.00	
Erosion Control		\$48,925.50	
Utilities		\$374,214.50	
	\$426,000.00	\$1,909,430.00	\$0.00

All Information is Based on Estimates, Final Application will be Based on Actuals

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Oma Construction, LLC (the “Developer”), pursuant to Section 3.4.3 of the Development Agreement dated as of January 21st 2025 by and among the City of Dodge City, Kansas, and the Developer (the “Development Agreement), hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in the Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four (4) months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____

Oma Construction, LLC

By: _____
Omar Lopez

ORDINANCE NO. 3825

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (15TH AVENUE DEVELOPMENT)

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city and,

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated 2022 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2023-40 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the

submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated December 13, 2024 authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act (the “District”); and,

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the “Plan”); and,

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for December 16, 2024 and provided for notice of such public hearing as provided in the Act; and,

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2024-21 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for December 16, 2024 and provided for notice of such public hearing as provided in the Act; and,

WHEREAS, a public hearing was held on December 16, 2024, after due published and delivered notice in accordance with the provisions of the Act; and,

WHEREAS, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

THEREFORE, BE IT ORDAINED by the Governing Body of the City of Dodge City, Kansas as follows:

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted December 16, 2024 was made in accordance with the provisions of the Act.

Section 2. Creation of Reinvestment Housing Incentive District. A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, an addition to the City of Dodge City, Ford County, Kansas:

Beginning at the Northwest corner of Lot 12, Westview Place No.2, a subdivision of Dodge City, Ford County, Kansas; thence south along the West line of said Lot 12 to the Southwest corner thereof; thence west along the North line of Lot 14 of said Westview Place No.2 to the Northwest corner thereof; thence south along the West line of Lots 14 through 34 inclusive of said Westview Place No.2 to the Southwest corner of said Lot 34; thence west along the North line of lot 38 of said Westview Place No.2 extended to the West right-of-way line of 16th Avenue; thence south along the West right-of-way line of 16th Avenue to the South line of Westview Place No.2, a subdivision of Dodge City, Ford County, Kansas; thence east along said South line of Westview Place No.2 to the East right-of-way line of 15th Avenue; thence north along the East right-of-way line of 15th Avenue to the South right-of-way line of West Park Street; thence east along the South right-of-way line of West Park Street to the West right-of-way line of North 14th Avenue; thence southerly along the West right-of-way line of North 14th Avenue a distance of 710 feet; thence east to the Southwest corner of Lot 3, block 1, Gunsmoke Plaza, a subdivision of Dodge City, Ford County, Kansas, being on the East right-of-way line North 14th Avenue; thence northerly along the East right-of-way line of North 14th Avenue to the South right-of-way line of Park Street; thence east along the South right-of-way line of Park Street a distance of 240 feet; thence north perpendicular to the previous course to the North right-of-way line of Park Street; thence west along the North right-of-way line of Park Street to the East right-of-way line of North 14th Avenue; thence north along the East right-of-way line of North 14th Avenue a distance of 210 feet; thence west perpendicular to the previous course to the West right-of-way line of North 14th Avenue; thence south along West right-of-way line of North 14th Avenue to the North right-of-way line of West Park Street; thence west along the North right-of-way line of West Park Street to the Southeast corner of Lot 1, Moncrief Place No.1, a subdivision of Dodge City, Ford County, Kansas; thence northerly along the East line of

said lot 1 to the Northeast corner thereof; thence westerly along the North line of lots 1 through 7 inclusive of Moncrief Place No.1, a subdivision of Dodge City, Ford County, Kansas to the Northwest corner of said Lot 7 as platted; thence south along the West line of said Lot 7 as platted extended to the South right-of-way line of West Park Street; thence easterly along the South right-of-way line of West Park Street to the Northwest corner of Lot 12, Westview Place No.2 and Point o Beginning.

The boundaries of the District do not contain any property not referenced in Resolution No. 2024-21, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on December 16, 2024, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- a. The Board of Education of U.S.D. No. 443 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Ford County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Ford County or Unified School District No. 443.

Section 5. Reimbursement. The Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Dodge City, Kansas and publication one time in the official City newspaper.

[remainder of this page left blank intentionally]

PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on January 21, 2025.

[SEAL]

Mayor

City Clerk



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 01/14/2025
Subject: Housing Assessment
Agenda Item: Resolution No. 2025-03

Purpose: To identify housing strengths, weaknesses, opportunities, and priorities in our community.

Recommendation: Staff recommends adoption of Resolution 2025-03, which adopts the housing needs assessment completed by RDG Planning and Design.

Background: In 2008 the Dodge City/Ford County Development Corporation initiated a Community Housing Assessment Team and contracted with RDG Planning and Design to provide an assessment of the housing needs in Ford County. This desperate shortage of housing sparked the organization to focus efforts on solving the many issues related to the housing shortage including creating local programs and utilizing state incentives. The assessment is updated every three years.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Legal Considerations: None

Mission/Values: To provide adequate housing in order for the City to accommodate present and future growth.

Attachments: Resolution No. 2025-03

Approved for the Agenda by:

Name, Title

RESOLUTION NO. 2025-03

**A RESOLUTION ADOPTING THE HOUSING NEEDS ASSESSMENT FOR THE
CITY OF DODGE CITY, KANSAS.**

WHEREAS, the Dodge City/Ford County Development Corporation and the City of Dodge City have coordinated to develop a housing needs assessment for the City of Dodge City, Kansas and Ford County, Kansas that incorporates the information and data regarding housing needs within this community, titled Dodge City and Ford County Community Housing Assessment Team Report (the “Needs Analysis”) and dated January 2025; and,

WHEREAS, the Needs Analysis determined that this community has a shortage of quality housing, that the shortage can be expected to persist, and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City; and,

WHEREAS, the Governing Body agrees with the findings of the Needs Analysis.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing in various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby approves and adopts the Needs Analysis.

Approved this 21st day of January 2025 and signed by the Mayor.

Mayor

ATTEST:

City Clerk



Dodge City & Ford County CHAT Report

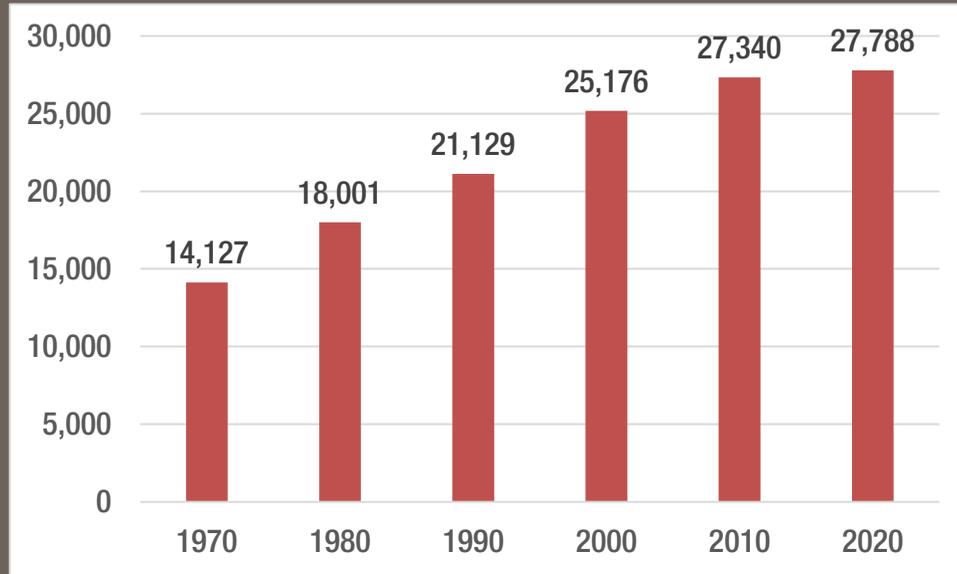
January 2025



Dodge City

Population Change

Population Change, Dodge City



Source: U.S. Census Bureau

Net Units	People Per Household	New Residents	2020 Predicted	2020 Estimate
954	2.94	2,805	28,884	31,689

Source: RDG Planning & Design

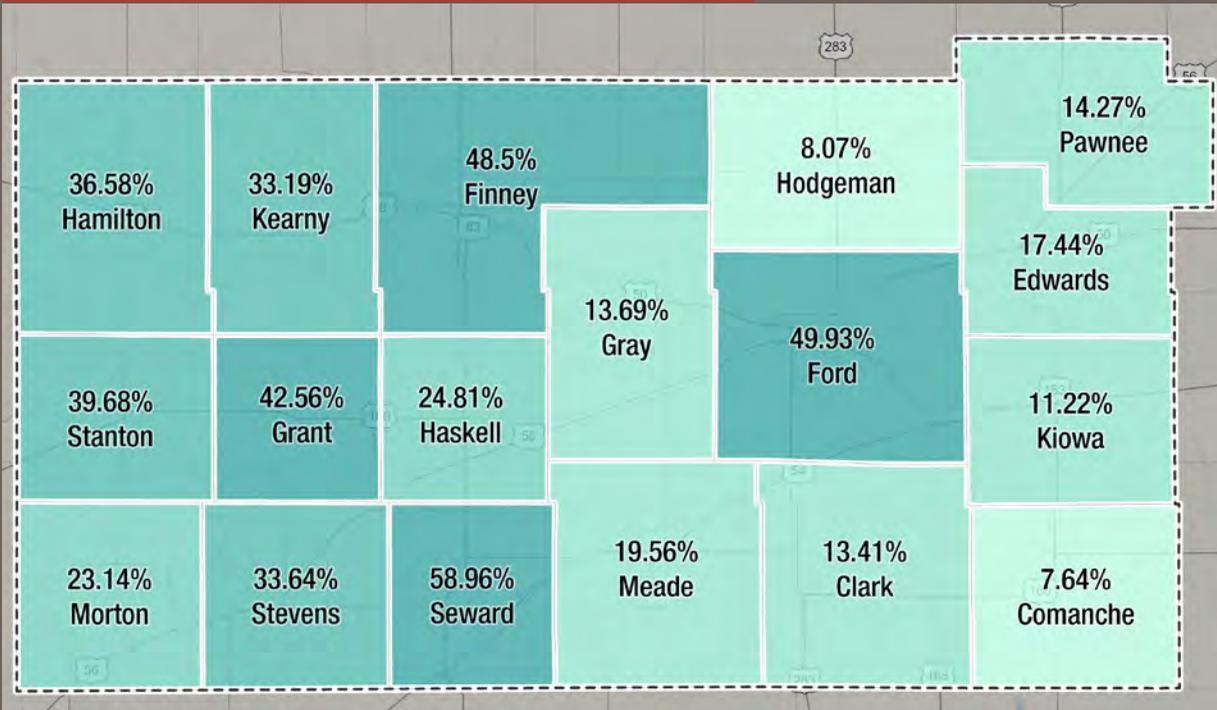
The City of Dodge City’s assessment of the population at-risk of being undercounted resulted in a **2020 population estimate of 35,118.**

The 2020 Census count resulted in a population of 27,788. For three reasons this number indicates an undercount.

- A. Building activity between 2010 and 2020 would have resulted in over 2,000 new residents.
- B. The city’s population was naturally growing (more births than deaths).
- C. Minority and those in poverty are more likely to be undercounted. Dodge City’s Hispanic population alone accounts for over 60% of the population. Ford County has one of the highest populations for being undercounted in the state.

Demographics

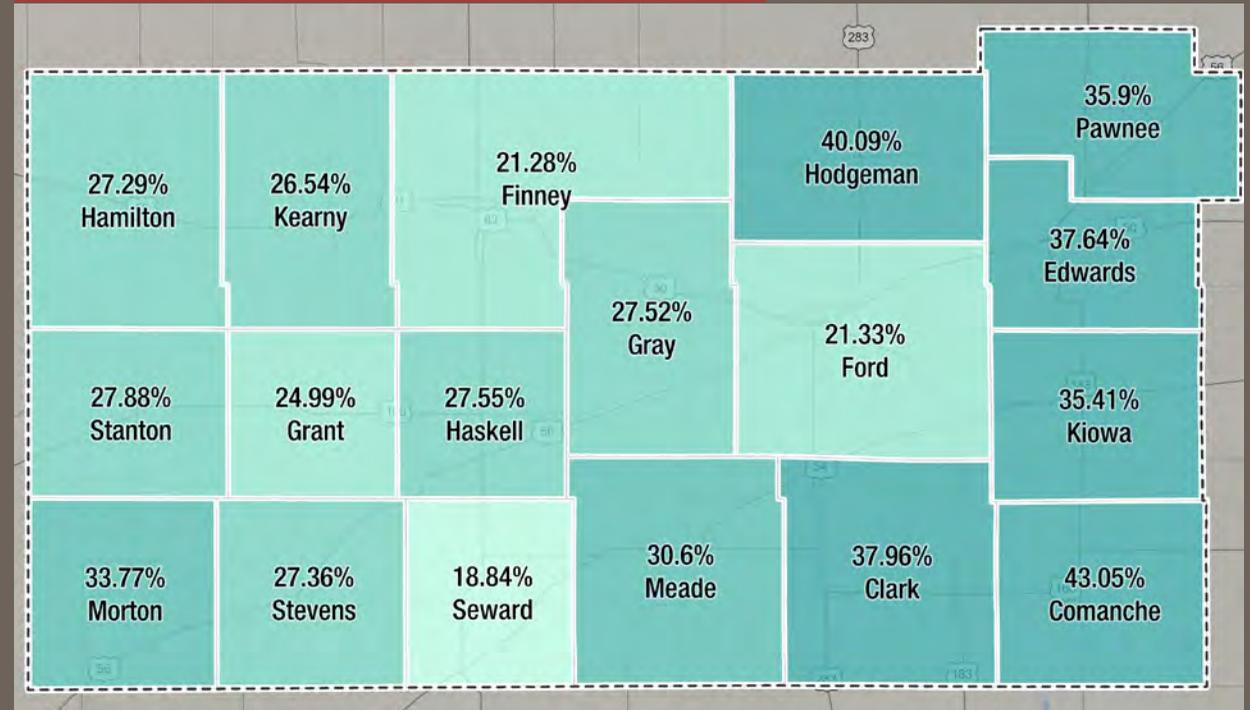
% Minority Population, 2020



Source: Kansas Statewide Housing Study, RDG Planning & Design

» Ford County has one of the largest minority populations in the state. Note that the majority of these individuals live in Dodge City resulting in an even higher percentage for the city.

% Over the Age of 55, 2020



Source: Kansas Statewide Housing Study, RDG Planning & Design

» Ford County also has one of the youngest populations in the state with less than 25% of the population over the age of 55. For Ford County this means that birth should continue to out number deaths, resulting in natural population growth.

Predicted vs. Actual Population Change

	Age Group	2010 Actual	2020 Predicted	2020 Actual	Difference
^	0-15	7,378	6,216	7,314	1,098
^	15-19	2,317	2,376	2,526	150
v	20-24	2,207	2,175	2,118	-57
v	25-34	4,229	4,483	3,838	-645
v	35-44	3,413	4,181	3,454	-727
v	45-54	3,140	3,333	3,064	-269
v	55-64	2,227	2,943	2,711	-232
v	65-74	1,182	1,893	1,675	-218
v	75-84	814	817	782	-35
v	85+	433	467	306	-161
	Total	27,340	28,884	27,788	-1,096

» **Out-migration occurs when the actual population is less than the predicted population. Based on the Census Count in 2020, Dodge City would have experienced an out-migration in every age group over the age of 20.**

» **The number of new units constructed over this time period and the low supply of for sale and for rent housing would not indicated that the city experienced an out-migration of nearly 1,000 people.**

v Negative Difference
^ Positive Difference

Source: U.S. Census Bureau;
RDG Planning & Design

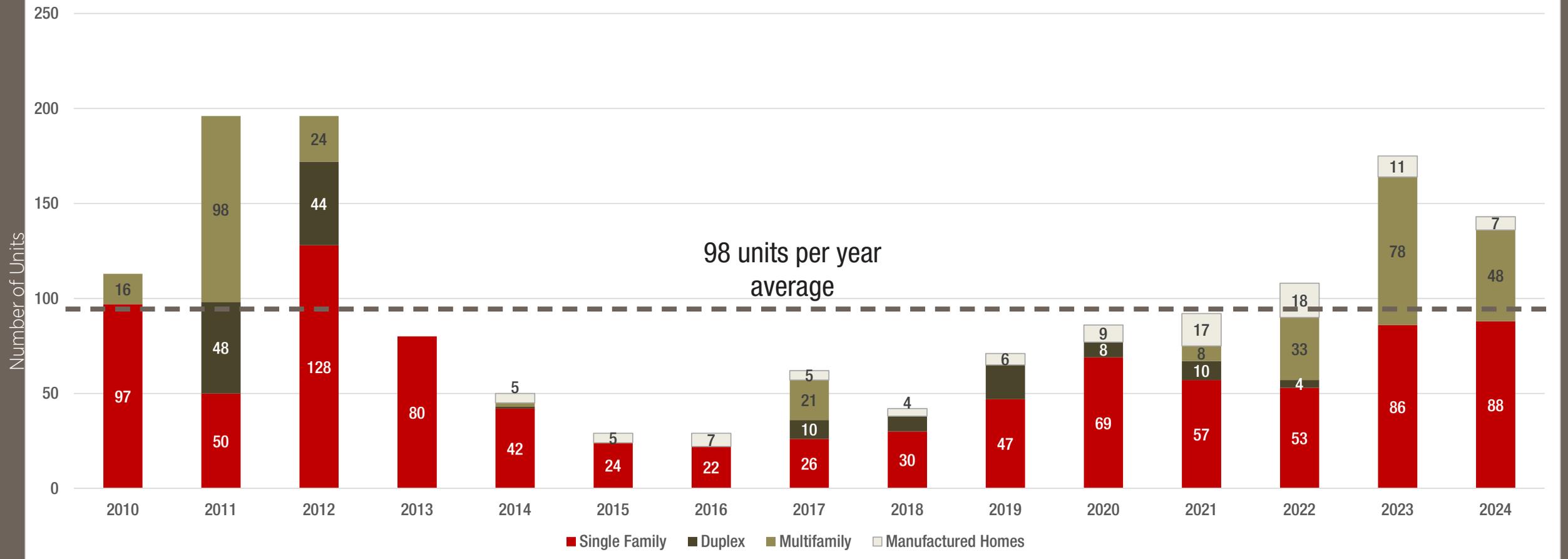
Occupancy Changes

	2010	2020	Change
Total Units	9,378	9,869	491
 Owner Occupied	5,320 61%	5,223 58%	-97
 Renter Occupied	3,457 39%	3,777 42%	320
 Vacancy Rate	601 6.4%	869 8.81%	268

- » Between 2010 and 2020 1,472 units were issued permits for construction. This included 899 single-family homes, most of which are owner-occupied.
- » Some units were also demolished, but it is unlikely that the city lost nearly 1,000 units.
- » Analysis of the vacant units indicated that most of these were for rent units. Most lower income households, households that are at-risk of being undercounted, live in rental housing.

Source: U.S. Census Bureau

Building Permit History

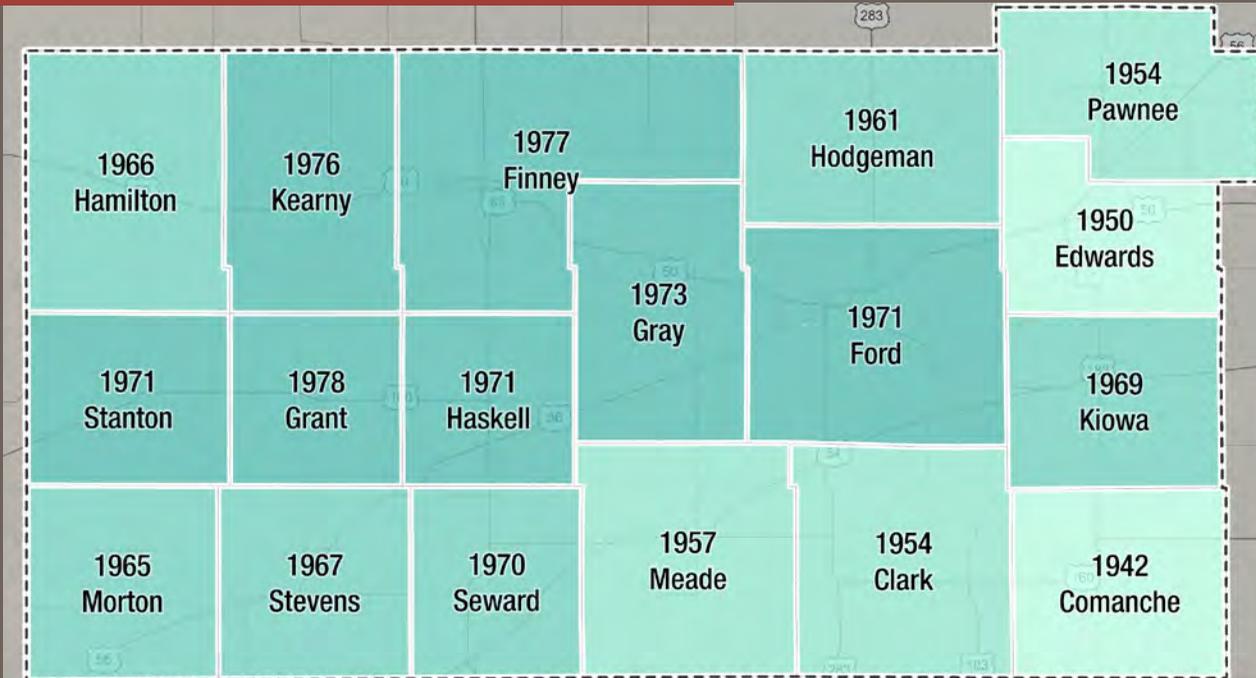


Source: City of Dodge City

- » Since 2018, Dodge City has been on a slow climb in housing production.
- » Over the past three years there are been greater variety in the types of housing being constructed, including tri-plexes and traditional multi-family units.
- » While new construction is finally picking up, pent-up demand created by the lack of housing construction in the mid-2010s will continue to drive demand for new housing.

Age of Housing

Median Year Built (2019 Estimate)



Source: Kansas Statewide Housing Study, RDG Planning & Design

- » Older housing is one of the best sources of affordable housing, therefore, maintenance and preservation of that housing is essential.
- » 2023 ACS estimates indicate that approximately 33% of the city's housing stock was built before 1960.

Year Built	%
2020 or later	0%
2010 to 2019	6%
2000 to 2009	7%
1990 to 1999	7%
1980 to 1989	10%
1970 to 1979	23%
1960 to 1969	14%
1950 to 1959	13%
1940 to 1949	6%
1939 or earlier	14%

Source: American Community Survey (ACS)

Income, Value, & Rent Comparisons

	Median Household Income	Median House Value	Value / Income Ratio (V/I)	Median Contract Rent
Dodge City	\$67,958	\$122,800	1.81	\$753
Emporia	\$52,787	\$127,500	2.42	\$623
Garden City	\$72,511	\$186,200	2.57	\$740
Hays	\$56,861	\$220,100	3.87	\$722
Hutchinson	\$58,801	\$122,600	2.08	\$685
Junction City	\$60,317	\$162,500	2.69	\$808
Liberal	\$61,875	\$134,500	2.17	\$717
Pittsburg	\$40,220	\$110,800	2.75	\$648

Source: American Community Survey, 2023

Ownership

- » An affordable, self-sustaining housing market, with adequate value or revenues to support market rate new construction, typically has a V/I value between 2.5 and 3.
- » Ratios below 2.0 are significantly undervalued relative to income and make it difficult to support new construction costs
 - » This data is based on Census estimates which have likely not kept pace with recent housing inflation, but the data would indicate that incomes will support new construction.

Rental

- » Affordable rental units have monthly rents less than 30% of the households monthly gross income.

Income Distributions and Housing Affordability Ranges

(2023 estimates)

Income Range	# HHs in Each Range	Affordable Range for Owner Units	# of Owner Units	Affordable Range for Renter Units	# of Renter Units	Total Affordable Units	Balance
\$0-25,000	1,200	\$0-50,000	1250	\$0-400	570	1,820	620
\$25,000-49,999	2,159	\$50,000-99,999	1552	\$400-800	2,290	3,842	1,683
\$50,000-74,999	1,602	\$100,000-149,999	916	\$800-1250	762	1,678	76
\$75-99,999	1,548	\$150,000-199,999	547	\$1,250-1,500	49	596	-952
\$100-150,000	1,514	\$200,000-\$300,000	908	\$1,500-2,000	9	917	-597
\$150,000+	1,182	\$300,000+	330	\$2,000+	21	351	-831

» This analysis evaluates the availability of affordable housing and compares the quantity of housing affordable to each income group.

» The largest shortage are for homes valued over \$150,000 and rentals over \$1,000 a month.

* HH = Households

Source: American Community Survey, 2023; RDG Planning & Design

2030 Population Scenarios

Growth Rate	2020	2025	2030	2035
Natural	27,788	28,482	29,225	29,969
0.16% AGR	27,788	28,015	28,243	28,474
0.49% AGR	27,788	28,482	29,194	29,923
1.32% AGR	31,689*	33,839	36,137	38,589
1.00% AGR	31,689	33,305	35,004	36,789
2.53% AGR	35,689**	40,446	45,837	51,946
2.00% AGR	35,689	39,404	43,505	48,033

*Estimated Population Based on Building Permits

**City of Dodge City's Estimated Population based on Undercount

Source: RDG Planning & Design

The table to the left illustrates three population scenarios:

- A. **Low:** Projected population based on the 2020 Census count of 27,788 and historic annual growth rates (AGR).
- B. **Medium:** Project population based on a 2020 estimated population that combines natural population change and building activity. Based on a population of 31,689 the city would have grown by 1.32% annually. A more conservative 1% is illustrated.
- C. **High:** Projected population based on the City of Dodge City's estimated 35,689 or 2.53% annual growth rate. A more conservative scenario of 2% is also illustrated.

The Demand Projection Process



Housing Demand based on the following assumptions:

- » **The low, medium, and high population projections.**
- » **The vacancy rates and people per household will remain constant.**
- » **The number of units lost annually will be approximately 10.**

Development Program based on:

- » **Income ranges were matched with affordability price points, based on housing costs equal to 30% of adjusted gross income.**
- » **Defined price breakouts for new housing demand, based on the assumption that new construction should ideally be affordable to the existing household income distribution.**

Development Projection - *Low*

	2020	2030	2035	Total
Population at End of Period	27,788	29,194	29,923	
HH Population at End of Period	27,209	28,586	29,300	
Average PPH	2.94	2.94	2.94	
HH Demand at End of Period	9,255	9,723	9,966	
Projected Vacancy Rate	6.4%	6.4%	6.4%	
Unit Needs at End of Period	9,888	10,389	10,648	
Replacement Need (total lost units)		60	50	110
Cumulative Need During Period		363	310	672
Average Annual Construction		60	62	61

» Based on Census counts and the 20 year annual growth rate, Dodge City would only need to add an additional 672 units by 2035.

» Since 2014, the city has added 887 units.

» Base on rising costs and short days on market for both rental and home purchases, it would appear the building activity in the last ten years has not kept pace with demand. *It is unlikely that 672 units would meet the city's future needs.*

Source: RDG Planning & Design

Development Projection - *Medium*

	2020	2030	2035	Total
Population at End of Period	31,689	35,004	36,789	
HH Population at End of Period	31,028	34,274	36,023	
Average PPH	2.94	2.94	2.94	
HH Demand at End of Period	10,554	11,658	12,253	
Projected Vacancy Rate	6.4%	6.4%	6.4%	
Unit Needs at End of Period	11,276	12,456	13,092	
Replacement Need (total lost units)		60	50	110
Cumulative Need During Period		780	685	1,465
Average Annual Construction		130	137	133

» If the city's actual 2020 population was closer to 31,689 and the city grew at a 1% annual rate, there would be a need for an additional 1,465 units by 2035.

» In 2023 and 2024 the city added 175 units and 143 units respectively. At 133 units annually the city would be above the 14 year average but similar to the last two years. *The construction of 1,465 additional units appears to be attainable with continued lot and infill development.*

Source: RDG Planning & Design

Development Projection - *High*

	2020	2030	2035	Total
Population at End of Period	35,689	43,505	48,033	
Household Population at End of Period	34,945	42,598	47,032	
Average Household Size	2.94	2.94	2.94	
HH Demand at End of Period	11,886	14,489	15,997	
Projected Vacancy Rate	6.4%	6.4%	6.4%	
Unit Needs at End of Period	12,700	15,481	17,093	
Replacement Need (total lost units)		60	50	110
Cumulative Need During Period		1,784	1,661	3,445
Average Annual Construction		297	332	313

» If the city's actual 2020 population was closer to 35,689 and the city grew at a 2% annual rate, there would be a need for an additional 3,445 units by 2035.

» Maintaining a growth rate over 1% is challenging for most communities and for Dodge City would require a building rate not seen in recent memory.

» *Reaching and maintaining an average annual construction rate of over 300 units would likely be very challenging.*

Source: RDG Planning & Design

Housing Development Program

	2025-2030	2031-2035	2025-2035
Total Need	780	685	1,465
Total Owner Occupied	429	377	806
Affordable Low: <125,000	116	102	217
Affordable Moderate: 125-200,000	86	75	161
Moderate Market: 200-250,000	83	73	156
Market: \$250-350,000	81	71	152
High Market: Over \$350,000	63	56	119
Total Renter Occupied	351	308	659
Low: Less than 500	65	57	122
Affordable: 500-1,000	116	102	219
Market: 1,000-1,500	86	76	162
High Market: \$1,500+	83	73	157

Source: RDG Planning & Design

» For the 1,465 units needed by 2035, the development program assumes a split of 50% owner-occupied and 50% renter-occupied units.

» The 378 units priced below \$200,000 and 341 rental below \$1,000 a month will be created in two primary ways:

» Production of higher priced units that allow residents living in existing units to move-up.

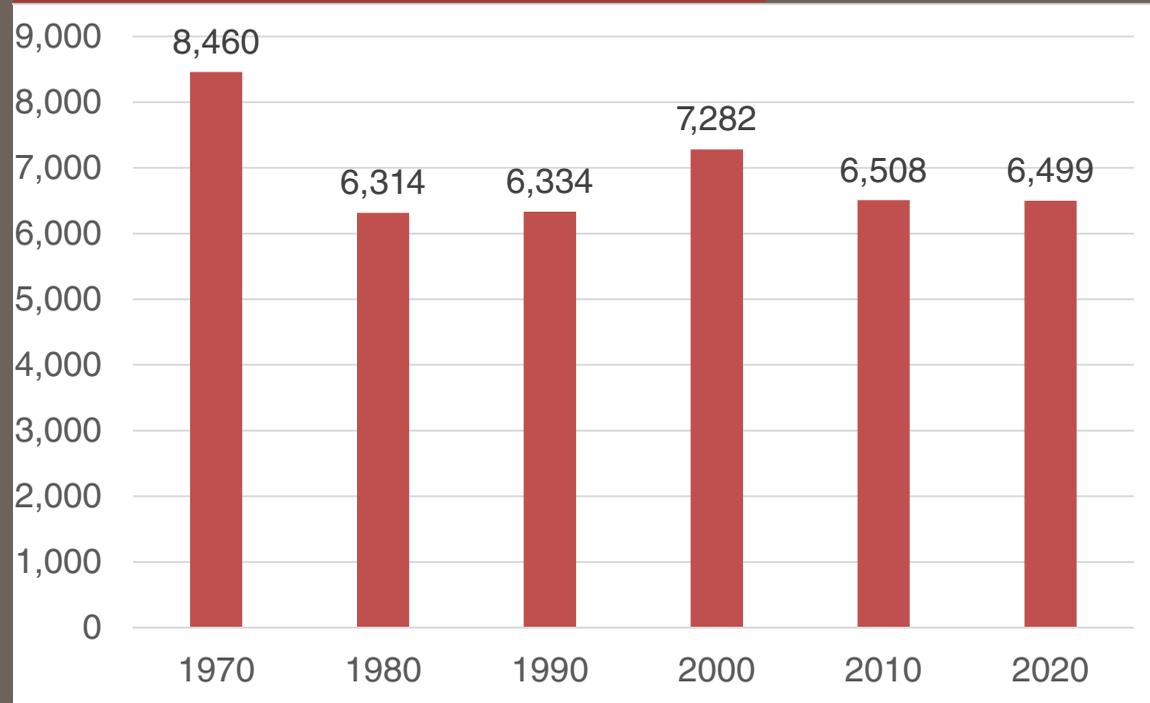
» State and federal programs that can fill the gap between construction cost and values/rents.



Ford County

Population Change

Ford County Exclusive of Dodge City



Source: U.S. Census Bureau

	1970	1980	1990	2000	2010	2020	Change 10-20
Bucklin	771	786	710	725	794	727	-67
Ford	246	272	247	314	216	203	-13
Spearville	738	693	716	813	773	791	18
Unincorporated Ford County	6,705	4,563	4,661	5,430	4,725	4,778	53
Total	8,460	6,314	6,334	7,282	6,508	6,499	-9

- » Over the past 50 years, Ford County's population has fluctuated.
- » Rural areas around Dodge City have been appealing to households that can afford to build costume homes.
- » Rural communities have a smaller percentage of populations at-risk for being undercounted.

Predicted vs. Actual Population Change

	Age Group	2010 Actual	2020 Predicted	2020 Actual	Difference
^	0-15	8,852	7,247	8,809	1,562
^	15-19	2,798	2,878	3,039	161
v	20-24	2,484	2,694	2,423	-271
v	25-34	4,926	5,234	4,551	-683
v	35-44	4,205	4,870	4,137	-733
v	45-54	4,175	4,106	3,814	-292
v	55-64	3,031	3,912	3,645	-267
v	65-74	1,640	2,572	2,353	-219
v	75-84	1,154	1,124	1,080	-44
v	85+	583	644	436	-208
	Total	33,848	35,282	34,287	-995

» The potential undercount that occurred in Dodge City has impacted the County population numbers.

» A comparison of the predicted versus the 2020 Census count, Ford County would have experienced an out-migration in every age category and lost nearly 1,000 residents.

» Growth in the younger cohorts indicates that birth rates were higher than the model would have predicted.

Source: U.S. Census Bureau;
RDG Planning & Design

v Negative Difference
^ Positive Difference

Occupancy Changes

	2010	2020	Change
Total Units	12,005	12,550	545
 Owner Occupied	7,148 64%	7,057 62%	-91
 Renter Occupied	3,997 36%	4,319 38%	322
 Vacancy Rate	860 7.16%	1,174 9.35%	314

» Similar to Dodge City, the Census count indicates a loss of owner-occupied units and an increase in the number of rental units.

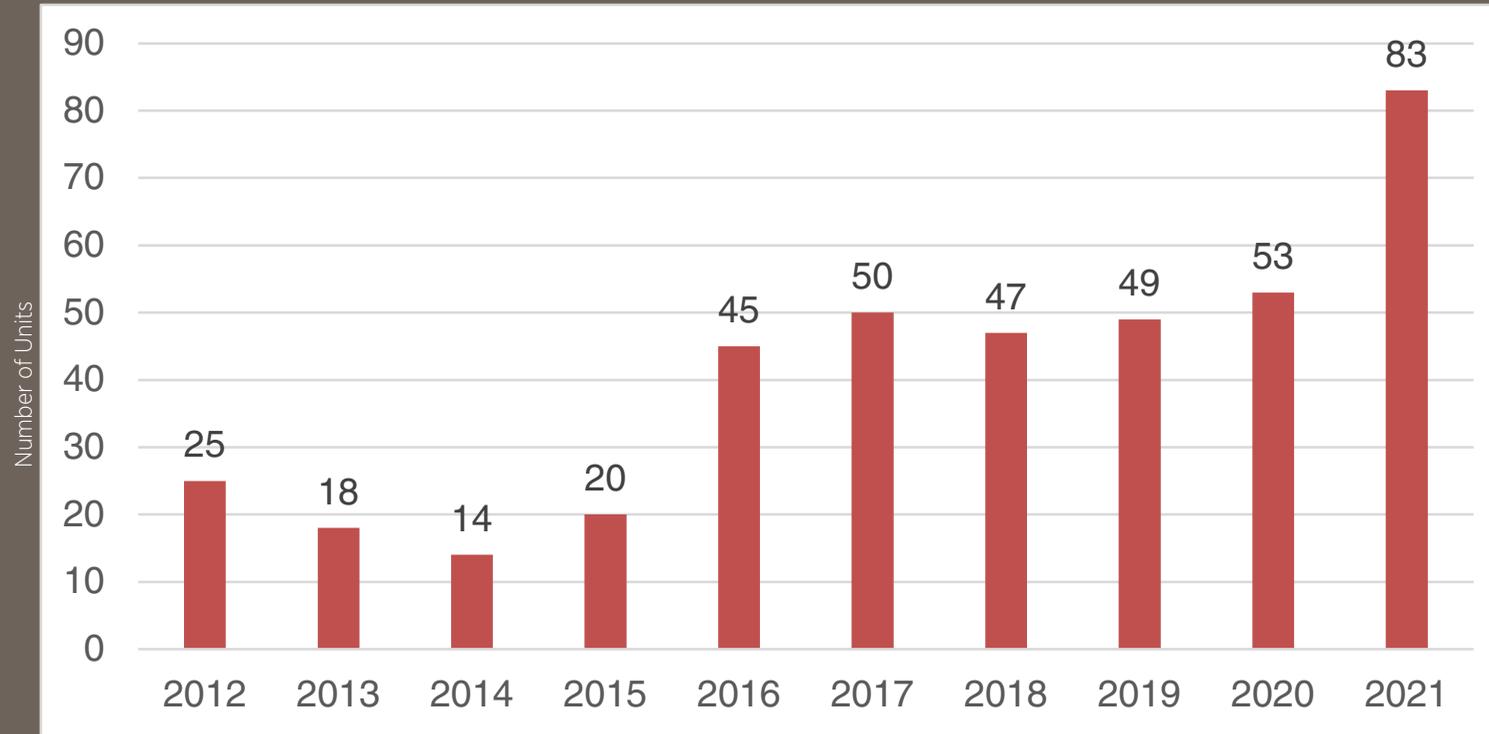
» Based on construction activity in Dodge City and in the rural areas, it would appear that the number of owner-occupied units likely remained constant or even increased.

» *The vacancy rate in the hight of the Pandemic may have been higher but has likely declined.*

Source: U.S. Census Bureau

Building Permit History

Historic Building Permit Activity 2012-2016



Source: Ford County

- » Over the last several years more building activity has been happening in the county.
- » These units tend to be owner-occupied costume built homes. These units are important to the market but cannot meet the needs of a diverse market.

Income, Value, & Rent Comparisons (2023)

	Median Household Income	Median House Value	Value / Income Ratio (V/I)	Median Contract Rent
Bucklin	\$58,699	\$88,600	1.51	\$487
Dodge City	\$67,958	\$122,800	1.81	\$753
Ford	\$75,313	\$134,700	1.79	\$563
Spearville	\$71,230	\$185,400	2.60	\$725
Ford County	\$70,495	\$132,700	1.88	\$738

Source: American Community Survey, 2023

- » An affordable, self-sustaining housing market, with adequate value or revenues to support market rate new construction, typically has a V/I value between 2.5 and 3.
- » Ratios below 2.0 are significantly undervalued relative to income and make it difficult to support new construction costs. This scenario is more likely for Bucklin, where values are very low.
- » Rental rates in Bucklin and Ford are well below what is needed to support new construction. For this reason, new rental is unlikely to occur without assistance.

Income Distributions and Housing Affordability Ranges

(2023 estimates)

Income Range	# HHs in Each Range	Affordable Range for Owner Units	# of Owner Units	Affordable Range for Renter Units	# of Renter Units	Total Affordable Units	Balance
\$0-25,000	1,531	\$0-50,000	1,585	\$0-400	677	2,262	731
\$25,000-49,999	2,717	\$50,000-99,999	2,058	\$400-800	2,596	4,654	1,937
\$50,000-74,999	1,966	\$100,000-149,999	1,343	\$800-1250	826	2,169	203
\$75-99,999	1,734	\$150,000-199,999	764	\$1,250-1,500	50	814	-920
\$100-150,000	2,316	\$200,000-\$300,000	1,286	\$1,500-2,000	10	1,296	-1,020
\$150,000+	1,504	\$300,000+	552	\$2,000+	21	573	-931

* HH = Households

Source: American Community Survey, 2023; RDG Planning & Design

» This analysis evaluates the availability of affordable housing and compares the quantity of housing affordable to each income group.

» It appears that many households making over \$75,000 are spending a significantly smaller portion of their income on housing as they are living in the excess units valued below \$150,000 or rents below \$1,250.

» Households making less than \$75,000 are competing with higher income earning households for the same units.

2030 Population Scenarios

Growth Rate	2020	2023	2030	2025
0.25%	6,499	6,581	6,663	6,747
0.50%	6,499	6,663	6,831	7,004
1.00%	6,499	6,831	7,179	7,545

Source: RDG Planning & Design

- » **Ford County, exclusive of Dodge City has experienced two decades of population loss.**
- » **Despite population loss, the rural communities of Ford County are well positioned to capture some of the region's growth and meet the demands of a diverse market.**
- » **New growth should be directed towards the communities where infrastructure and services can be provided more efficiently.**
- » **If the county grew at 0.5% annually the population would grow to over 7,000 by 2035.**

Development Projection

	2020	2030	2035	Total
Population at End of Period	6,499	6,831	7,004	
Household Population at End of Period	6,421	6,749	6,920	
Average Household Size	2.84	2.84	2.84	
HH Demand at End of Period	2,261	2,377	2,437	
Projected Vacancy Rate	9.4%	8.2%	7.2%	
Unit Needs at End of Period	2,494	2,588	2,624	
Replacement Need (total lost units)		18	15	33
Cumulative Need During Period		61	52	113
Average Annual Construction		10	10	10

- » The development projection assumes a future growth rate of 0.5%, resulting in a 2035 population of 7,004 residents.
- » With a steady average household size of 2.84 people and a declining vacancy rate to 7.2%, a total of 113 new housing units will be needed by 2035.
- » If vacant homes cannot be filled, then additional units will need to be added to support growth.

Source: RDG Planning & Design

Housing Development Program

- » All communities in Ford County can capture some of the regional growth. It will be more challenging for the smallest communities and those without schools and other amenities.
- » **Ford:** as the smallest of the communities, Ford will be challenged to attract new growth. The primary focus should be on maintaining existing housing and removing dilapidated housing to make way for new units.
- » **Bucklin:** Along with Spearville, Bucklin is one of the larger communities in Ford County. The community should be able to support more growth but maintenance of properties that can support higher value developments will be essential to supporting new growth.
- » **Spearville:** Well located along Highway 50 and with a quality housing stock, Spearville should be able to support additional growth. Over the next ten years, Spearville should be adding 1 to 5 new units on an annual basis.

Conclusions

- » **Over the past decade building activity has steadily grown. New rental units fill fast and there remains a low inventory of for sale units, indicating a growing population and pent-up demand for new housing.**
- » **Over the next decade, Dodge City and the smaller communities of Ford County will need to continue to build at rates similar to that experienced in the last three years.**
- » **Since 2021, there has been a greater variety of housing types. Multi-family, tri-plexes and duplex units have kept pace with single-family homes.**
- » **New businesses are opening and existing businesses are making significant investments in their operations, signaling that the areas economy remains strong.**
- » **New construction will be an important part of meeting future demand but not everyone wants the expense of newer housing or wants to change neighborhoods. Therefore, maintenance of the county's older housing stock will be essential.**



Assets & Challenges

Assets

» ***Demand for Housing Remains Strong***

» **Business Community Support**

» **Investment in Smaller Communities**

» **Greater Variety of Housing**

The demand for housing remains strong. This assessment is based upon:

- » **Existing home values continue to rise and homes in good condition sell quickly. Even with higher interest rates, buyers are still very interested. Much of this driven by those moving out of rentals or households new to the community. Existing buyers are holding on to their very low interest rates, especially when there are a lack of products that meet their needs.**
- » **In the last five years a number of new rental developments have been constructed and these units are filling. Additionally, the limited investment in older rentals would indicate that vacancy rates have not increased to the point of properties competing for tenants. It appears tenants still compete for the best quality affordable rentals.**

Assets

- » Demand for Housing Remains Strong
- » *Business Community Support*
- » Investment in Smaller Communities
- » Greater Variety of Housing

Since the mid-2000s, a number of partnerships have been developed to help fill gaps in the housing market. This has included partnerships with the school district, the Community College, and with contractors. There appears to be an appetite for expanding these to other employers and looking at ways to innovate in housing development. In the coming years, leadership in expanding partnerships and bringing more stakeholders to the table will be important.

Assets

- » Demand for Housing Remains Strong
- » Business Community Support
- » *Investment in Smaller Communities*
- » Greater Variety of Housing

The smaller communities of Ford County have struggled over the years to maintain populations and create opportunities to support new housing. In the last few years this trend appears to be reversing. Development of new lots and investment in existing housing stock and quality of life amenities are creating new opportunities in the communities around Dodge City. These communities play a vital role in meeting the county's housing demand, which cannot always be met solely in Dodge City.

Assets

- » Demand for Housing Remains Strong
- » Business Community Support
- » Investment in Smaller Communities
- » *Greater Variety of Housing*

The past housing studies have called for greater variety in the housing market. This included strategies for increasing the types of housing being built beyond single-family homes and duplexes. In the last few years, more multi-family and tri-plexes have been built. Additionally, a number of manufactured homes have been added and interest in adding more of these units remains. One product type cannot meet the needs of a growing and diverse population. A healthy housing market ensures that households have proper housing for every stage of life. Continued development of more housing options will ensure that residents do not need to leave Dodge City or Ford County to find housing.

Challenges

- » **Continued Market Shortages**

- » **Census Anomalies**

- » **Need to plan for the next decade**

- » **Growing number of individuals that are housing insecure**

- » **Address under-valuations in targeted areas**

The need for housing remains for all product types and price points. Realtors noted that homes that are in good condition still move quickly and rental units fill with minimal to no marketing. In general more housing is needed across the board, but specific price points and product types can create bottlenecks in other areas. These include:

- » **A need for housing that meets the needs of empty-nesters and retirees. More townhomes, duplexes, and smaller single-family homes are being constructed but affordable options are limited, especially if there is a desire to be in more of a senior oriented community.**

- » **Units that can accommodate multi-generational and larger families. It is important to note that multi-generational housing does not just mean additional bedrooms. Rather, it means having some separation in living spaces, like basement units or accessory dwelling units.**

- » **New units that are affordable to those making 120% of the area median income. Not all of these households will be interested in moving, but many are filling some of the city's most affordable owner and renter options.**

Challenges

» Continued Market Shortages

» *Census Anomalies*

» Need to plan for the next decade

» Growing number of individuals that are housing insecure

» Address under-valuations in targeted areas

There are many reasons that 2020 was a challenging year for the Census count. COVID and misunderstandings in the purpose and security of the Census were both significant factors across Kansas. Additionally, Ford County has a large percentage of the population that is at-risk for being undercounted. This includes lower income and minority households. Based on construction activity and jobs, it appears that Dodge City experienced a notable undercount. The undercount not only impacts the population number but also the number of occupied units that were counted. Individuals may have left the community for a short period of time during the COVID shutdowns, but there is no indication that households did not return and fill vacant units.

Challenges

» Continued Market Shortages

» Census Anomalies

» *Need to plan for the next decade*

» Growing number of individuals that are housing insecure

» Address under-valuations in targeted areas

At the national level there is considerable discussion around regulatory and procedural barriers to housing development. While not a widespread topic that was raised during the stakeholder discussion in Dodge City, several important items were raised that impact the housing market:

» The need to identify locations for future higher density developments. It was noted that many of the locations identified in the city's Comprehensive Plan and in zoning have been developed.

» Revisions that could make the development of new housing easier. This includes accessory dwelling units and smaller lot subdivisions.

Challenges

» Continued Market Shortages

» Census Anomalies

» Need to plan for the next decade

» *Growing number of individuals that are housing insecure*

» Address under-valuations in targeted areas

Homelessness rates and housing insecurity are rising across the country and Dodge City is no different. Factors effecting this rise vary and for Dodge City include:

» **Rising housing costs that have outpaced incomes. This is not an across the board issue, as a number of employers have raised wages, but it is an issue for many of the region's working poor households.**

» **Individuals or households struggling with addiction and mental health issues losing or struggling to maintain housing.**

» **Dodge City's role as a hub for services in the larger region. Any community that is a regional hub for health care and other services also fills a role in supporting individuals and households that are struggling. Most small communities or the churches and non-profits that exist in those communities do not have the capacity to provide assistance and look to the larger communities to help fill this role.**

Challenges

» Continued Market Shortages

» Census Anomalies

» Need to plan for the next decade

» Growing number of individuals that are housing insecure

» *Address under-valuations in targeted areas*

Low value homes and rental units can limit development in neighborhoods or in smaller communities. This occurs for several reasons including:

- » **Real or perceived ability to sell a brand new home on a block full of homes that are valued at half or less of the value of the new construction.**
- » **A banks willingness to finance construction of a new home on a block of homes valued at half or less of the new construction.**
- » **Real or perceived ability to rent units that are valued at twice or more of the median value of much older rental products.**

Improving the quality of older housing can help stabilize neighborhoods and decrease some of these concerns but that will also bring increased valuations. Homeowners want their properties to appreciate in value, but the increase in property taxes cause by higher valuations has its own set of challenges.



Housing Strategies

Dodge City/Ford County Strategic Housing Objectives

The addition of new businesses and the large investments being made by existing employers indicate a strong economy and the need to continue to invest in housing for those current and future residents. If adequate housing cannot be provided, the region will lose current residents and struggle to fill jobs. A housing program for the region should:

A. Continue the programs and strategies established in the last decade that expand housing options and lower risk.

B. Expand the variety of housing options, especially for empty-nesters, retirees, and multi-generational households.

C. Use strategic rehabilitation and housing conservation to:

- » Meet the needs of households making at or below the area median income.**
- » Stabilize values in older neighborhoods and smaller communities.**

Housing Strategies

- » Build Partnerships
- » Lot Development
- » Regulatory Barriers
- » Landlord/Tenant Relationships



The community leaders of Dodge City and Ford County should be commended for the work that has been done over the past decade and half around housing issues. Dodge City is seen as a leader across the state and many other communities look to Dodge City for guidance on how to address housing issues. As noted on previously, this does not mean that the County is without housing challenges but it does mean that much of the strategy should focus on staying the course and supporting innovation and collaboration.

Housing Strategies

- » ***Build Partnerships***
- » Lot Development
- » Regulatory Barriers
- » Landlord/Tenant Relationships



Over the years strong partnerships have been developed with the schools and contractors. These partnerships have helped identify workforce needs in the building trades and construction of homes that help fill the shortfall.

Partnerships should continue with major employers to identify ways they can participate in filling gaps.

Housing Strategies

- » ***Build Partnerships***
- » Lot Development
- » Regulatory Barriers
- » Landlord/Tenant Relationships

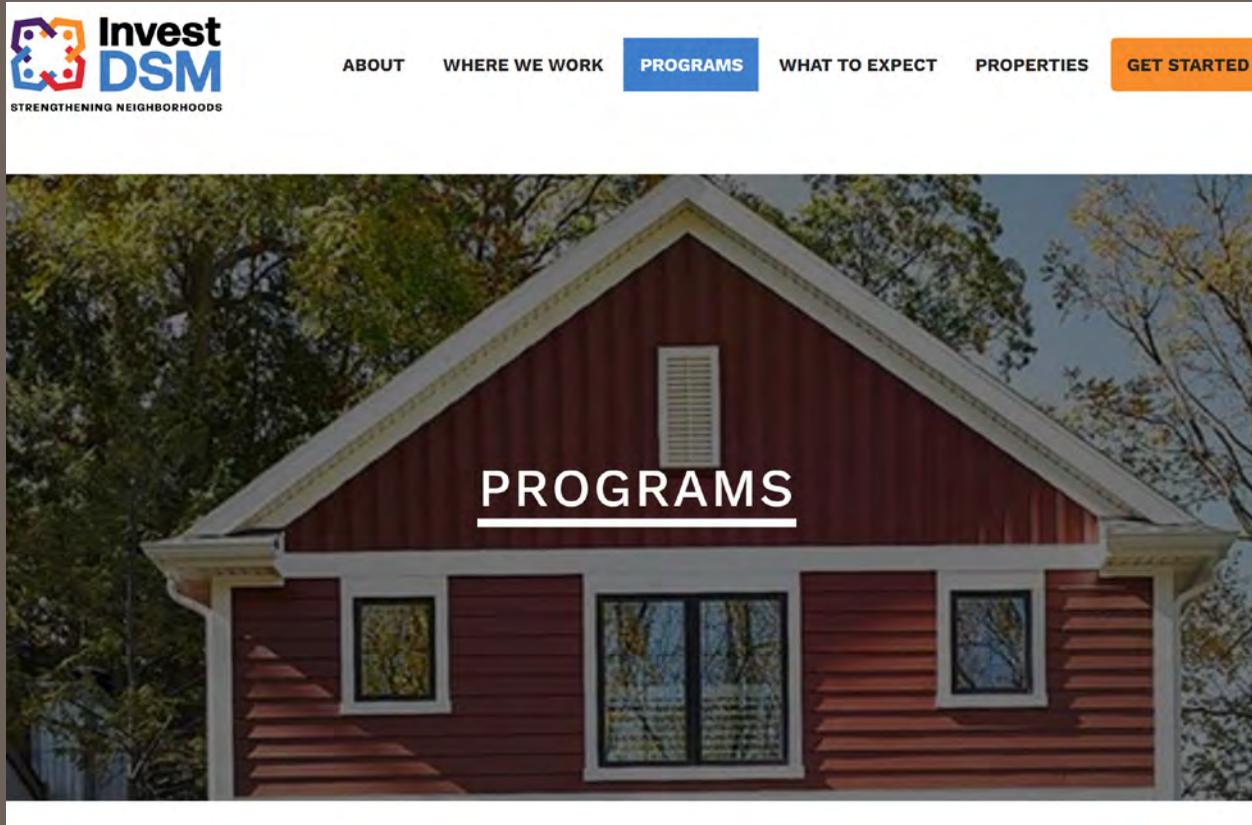


Employer partnerships can include:

- » Providing land for development of housing that meets their workers needs.
- » Offering assistance with home buyer and tenant education.
- » Providing funds for financing projects in more challenging areas or for housing rehabilitation.
- » Constructing housing for employees.
- » Corporate leases or guaranteed rents.

Case Study

Housing Conservation Partnership



Invest DSM Block Grant Challenge - Des Moines, IA

An initiative started in 2020, Invest DSM offers programs targeted to specific local neighborhoods in Des Moines. One program called the Block Challenge Grant aims to create momentum through a batch improvement approach. To participate in the program, groups of at least five neighbors within a visible distance of one another's front doors must apply together. They are then eligible for matching funds up to \$2,500 for exterior improvements depending on the size of the application.

At six months into the program, Invest DSM has granted funds to 240 homeowners and landlords who were current on their taxes or lease obligations. The average investment per property was \$4,576.

<https://investdsm.org/programs/>

Housing Strategies

- » Build Partnerships
- » ***Lot Development***
- » Regulatory Barriers
- » Landlord/Tenant Relationships



New lot development will continue to be essential. Dodge City has successfully leveraged the RHID process to produce lots in the last decade. For most mid-size or smaller communities across the Great Plains lot development is not occurring without these types of financing tools. No longer can a single developer carry the amount of debt or risk that is necessary to build a new development.

Housing Strategies

- » Build Partnerships
- » ***Lot Development***
- » Regulatory Barriers
- » Landlord/Tenant Relationships



If Dodge City wants to remain a health growing community, even at a moderate rate of growth new lots will continue to be needed. Depending on the price point of the developments there are several strategies:

- » **Developer Funded.** These are likely going to be large lot, higher dollar lots on well and septic systems.
- » **RHID.** This will likely continue to be the main way lots are developed as it is the lowest risk.
- » **Special Assessments.** This will likely mean higher property taxes necessary to pay down the assessments.
- » **City Assisted.** The city could choose to assist with infrastructure development for unique products or price points that are more challenging to reach. For Dodge City this would be a much more targeted approach but for the smallest communities, it may be the most feasible approach for small, incremental developments.

Case Study

Lot Development



Housing Partnership in Sioux Center

MODERATELY-PRICED HOUSING THROUGH A COMMUNITY-BASED PROGRAM

Sioux Center, Iowa is growing community in northwest Iowa of 5,000 residents. A community land development corporation, capitalized through purchase of shares by citizens of the town, developed a new moderately-priced development. The program included building five speculative homes at a time, maintaining an available inventory. The proceeds of sales were used to build the next increment of houses. This program resulted in a 70 home subdivision.

This type of approach is effective in smaller communities where developments build out at a much slower pace than is experienced in Dodge City. However, this approach could be effective for a very specialized development in Dodge City or one that wants to hit a very low price point.

Housing Strategies

- » Build Partnerships
- » Lot Development
- » ***Regulatory Barriers***
- » Landlord/Tenant Relationships



All of the communities of Ford County, but especially Dodge City, should review the Comprehensive Plan and Zoning and Subdivision regulations for impediments to housing development. Plans should encourage greater housing variety and innovation in housing production and products. This should include modular and manufactured types of housing. Codes should not limit the ability of builders to try new product types, especially the development of smaller lots that use infrastructure more efficiently.

Housing Strategies

- » Build Partnerships
- » Lot Development
- » ***Regulatory Barriers***
- » Landlord/Tenant Relationships



- Updates to the Comprehensive Plan should consider:**
- » **Future locations for higher density developments.**
 - » **A greater range of housing types within land use plan. This offers current residents a better understanding of what could potential develop in or adjacent to their neighborhoods.**
 - » **Clarification on mixed use, encouraging more mixing of uses in historically commercial areas.**
 - » **Continued support for infill development and the efficient use of city services.**

Housing Strategies

- » Build Partnerships
- » Lot Development
- » ***Regulatory Barriers***
- » Landlord/Tenant Relationships



A review of city codes should consider:

- » **Accessory dwelling units (ADU).** Consider allowing ADU's in more districts by right and streamlining the permitting process.
- » **Lot size.** Allowing smaller lots in some districts can make the development of small lot subdivisions and infill development much smoother.
- » **Setbacks.** Ensure that setbacks fit the character of existing neighborhoods and are not so great that they will limit what can be built on a smaller lot.
- » **Different housing types.** Technology is allowing for more and better modular and manufactured construction practices. This is already seen in some of the city's newest developments. Codes should not limit the ability to innovate but must also continue to protect the life and safety of residents.

Case Study

Housing Diversity



MH Advantage

MH Advantage is a program by Fannie Mae to encourage the development of new affordable housing using manufactured homes. Units in the program must meet specific criteria, including being placed on a permanent foundation, to ***classify them as real property***. These homes are required to have the same features of site built housing but the production off-site allows for greater efficiency and reduced costs. The program targets homes in the \$150,000 to \$250,000 range before lot costs.

Housing Strategies

- » Build Partnerships
- » Lot Development
- » Regulatory Barriers
- » ***Landlord/Tenant Relationships***



In the past concerns over rental quality were frequently raised. This appear to continue to be an issue but significant strides in improving rental housing conditions has occurred. Education and production of new rentals have likely helped. New production creates more competition in the market forcing property owners/managers to adjust the quality to the cost of the unit.

Housing Strategies

- » Build Partnerships
- » Lot Development
- » Regulatory Barriers
- » ***Landlord/Tenant Relationships***

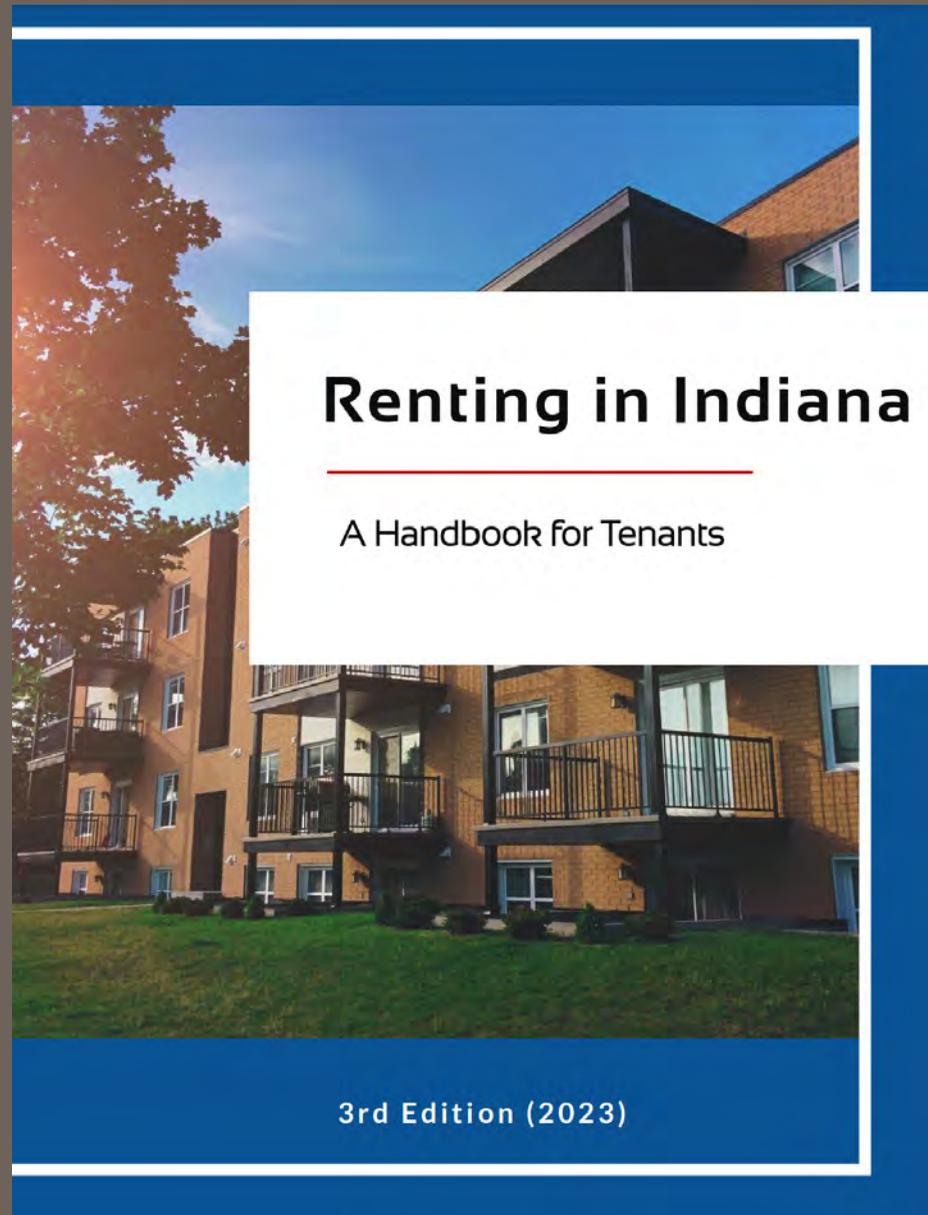


Relationships between landlords and tenants can continue to be improved through:

- » Educations programs for both landlords and tenants.
 - » How to be a good tenant and what it means to be a good neighbor. This may be especially true for new immigrants and refugees that are coming from housing practices that are very different from those found here in the United States.
 - » What it means to be a landlord. A new generation of entrepreneurs is looking to invest in rental properties. Education should range from fair housing standards, to basic maintenance, to lease agreement standards in the Kansas.
- » Development of a property standards manuals or brochure. This should have a friendly tone and include images of what is and is not appropriate.

Case Study

Housing Navigator



Housing Navigators Program - South Central Indiana

The “Housing Navigators” program, managed by the South Central Indiana Housing Opportunities, is designed for both tenants and landlords to create safe and stable rental housing. Volunteers with the program are trained to help individuals and families access local housing resources, advise them on their rights and responsibilities, and look up information using the Housing4Hoosiers website. They also help distribute the “Renting in Indiana” handbook. The handbook provides information on:

- » Finding an affordable housing option
- » What to look for in an apartment
- » Understanding a lease
- » Utilities and deposits

Training is provided several times a month throughout Bloomington, IN with special hours for the Housing and Eviction Resource Table group.

<https://sciho.wordpress.com/>

<https://housing4hoosiers.org/send-me-renting-in-indiana/>



Memorandum

To: City Manager, Nickolaus J. Hernandez & City Commission

From: Assistant City Manager, Melissa R. McCoy

Date: January 21, 2025

Subject: Ordinances/Resolutions

Agenda Item: Resolution 2025-04

Purpose: To recognize City Manager Nick Hernandez with the International City/County Managers Association (ICMA) Veterans Recognition Award.

Recommendation: Approve Resolution 2025-04 to honor Nick Hernandez for his service to our nation and city.

Background: In 2024, ICMA recognized City Manager Nick Hernandez with the Veterans Recognition Award which was established to thank high performing veterans who currently serve in local government. Nick was selected for this prestigious award because of his passion for service and his dedication to advancing the profession on the ICMA Governance Committee and Kansas League of Municipalities board. In addition, ICMA recognizes Nick as an exemplary public servant who seeks to cultivate and mentor future leaders while proudly representing all veterans as he contributes greatly to the local government profession.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: There are no financial considerations.

Legal Considerations: This Resolution meets the criteria as set forth by the City and has been approved by the City Attorney.

Mission/Values: This Resolution meets with the City's Core Value of *Working Towards Excellence*, where "Together we strive to achieve high performance standards."

Attachments:

Resolution 2025-04

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "Melissa McCoy".

Melissa R. McCoy, Assistant City Manager



INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION

RESOLUTION IN RECOGNITION

of

NICKOLAUS HERNANDEZ

**FOR HIS SERVICE TO HIS COUNTRY AND TO THE CITY OF DODGE
CITY, KANSAS**



WHEREAS, the Veterans Recognition Award was established to thank high performing veterans who are currently working in local government; and

WHEREAS, the International City/County Management Association recognizes the sacrifice that these individuals and their families have made in serving their Nation; and

WHEREAS, the International City/County Management Association seeks to prevent bias against those who have served in the Armed Forces; and

WHEREAS, Nickolaus Hernandez, safeguards the City's resilience through demonstrating by word and action the highest standards of ethical conduct; and

WHEREAS, he has a passion for service and has helped advance the profession through his service on the ICMA Governance Committee and as a board member for the Kansas League of Municipalities. Nick's commitment to excellence is evident through the strategic initiatives and multimillion dollar projects he has secured to improve local infrastructure and boost economic growth and employment opportunities.

THEREFORE, BE IT RESOLVED: International City/County Management Association recognizes **Nickolaus Hernandez**, for his service to his nation and his city. He is an exemplary public servant who seeks to cultivate and mentor future leaders. Nickolaus proudly represents all Veterans and contributes greatly to the local government management profession.

Presented this 23rd day of September, 2024

A handwritten signature in black ink, reading 'Tanya Ange'.

Tanya Ange, President, ICMA

A handwritten signature in black ink, reading 'Marc Ott'.

Marc Ott, Executive Director



Memorandum

To: City Commissioners

From: Daniel Cecil, Director of Parks and Recreation & Melissa McCoy, Assistant City Manager

Date: January 21, 2025

Subject: Resolution 2025-05 - **First Reading** of Outdoor Recreation Legacy Partnership (ORLP) grant application for Reimagining Wright Park: Making Wright Park the “Right” Park for Our Community

Agenda Item: Resolution

Purpose: This is the First Reading of Resolution 2025-05 for the City’s application for the Kansas Department of Wildlife and Parks’ Outdoor Recreation Legacy Partnership (ORLP) program for Reimagining Wright Park: Making Wright Park the “Right” Park for Our Community Project.

This First Reading will allow the City Commission time to review the project and the Resolution which will be presented for approval at the February 3, 2025, meeting prior to the ORLP grant deadline on February 7, 2025. Approval of this Resolution is critical to demonstrating strong support for the City’s ORLP grant application and commitment to the completion of the project.

Recommendation: Review materials provided for ORLP grant program which requires a fifty percent match of \$12,879,552.

Background: Donated to the City in 1883, Wright Park is the oldest and the main park in Dodge City, KS. Because of its age, the park needs major improvements to meet the demands of the growing and diverse population. This project will introduce a variety of upgrades to the park including a reimagined zoo, an inclusive playground, infrastructure improvements and multi-use pathways to improve park inclusivity, engagement, connectivity and safety.

This project reimagines the existing zoo as a “PlaZoo”, which balances nature play with animal exhibits in an immersive environment to let children’s imagination and creativity flourish in a less-structured play experience. An inclusive, destination playground equipped with a fully accessible splash pad fountain is planned, which would appeal to children of all ages and abilities.

This project will enhance the park’s role as a community event space with additional improvements to the Hoover Pavilion patio, a wedding gazebo, and improved gardens to better serve the community need for weddings, reunions and quinceañeras. Additionally, rehabilitation of existing open-air shelters and the addition of two new shelters will accommodate more family gatherings in the park.

This project includes supportive infrastructure improvements such as new utility mains, parking areas, park lighting and the addition of traffic-calming measures. The project also proposes the addition of multi-use pathways throughout the park, which will be part of a larger trail network connecting neighborhoods to the park.

The ORLP program provides matching grants to cities for park projects in underserved communities. These investments enable cities to create new outdoor recreation spaces, reinvigorate existing parks, and form connections between people and the outdoors. The maximum amount of funding available per application is \$15 million and requires a 50/50 match with the applicant.

The 50% matching funds from the City will come from a variety of sources. These can include the design services for the Wright Park Master Plan, current design services, in-kind labor, donations from outside entities, offset of construction costs utilizing City resources and labor, and City at large contributions. Depending on funding levels there is a tremendous amount of flexibility in this plan to allow for extended construction periods, and “phasing” of amenities with an understanding that there is a base package that will need to be completed. By approval, the City is committing to finding the funding resources required as described above.

City Commission Options:

1. *No action is required, only review. Resolution 2025-05 will be brought to the Commission on February 3, 2025, for approval prior to the ORLP grant deadline on February 7, 2025.*

Financial Considerations: The anticipated cost estimates for making Wright Park the “Right” Park for our community is \$25,759,104.84. Of that amount, 25% or \$6,439,776.21, is eligible to be classified as Professional Fees. These are costs that are not directly attributable to physical development/rehabilitation, supplies, equipment or the cost of land. This includes design fees for the Master Plan as well as current design fees as part of “Pre-Award” funds and administration costs for the grant.

The City is requesting \$12,879,552 in ORLP grant Funds. The City is required to provide a 50% match for grant funds.

Fundraising including requesting in-kind assistance from partners is ongoing and will continue for the duration of the project. The proposed funding match breakdown is:

- Up to \$1,000,000-MJE LLC- in-kind funding with dirt and site grading work
- \$1,195,550- design Fees for Wright Park Master Plan and current design fees
- \$40,000- Friends of Wright Park Zoo (contingent on approval of grant)
- \$3,000,000- Fundraising Goal – (all funding shortfalls will be covered by the City)
- \$2,000,000-Existing City Funds from Zoo and Playground
- \$750,000- City Infrastructure (Water & Sewer)

\$7,985,550 Current proposed matching funds
\$12,879,552 Required City match
\$4,994,002 Remaining funds needed for required match

Legal Considerations: Resolution 2025-05 has been reviewed and approved by the City Attorney. If the City’s ORLP grant application is approved for submission by the City Commission and approved for funding, then the City Attorney will review and recommend the funding agreement for the City Commission’s approval.

Mission/Values: This project meets the City’s Core Purpose of “Together we serve to make Dodge City the best place to be” as well at the Core Value of *Ongoing Improvement* where “Together, we value progress, growth and new possibilities by providing for the community’s growth.

Attachments:

Reimagining Wright Park Budget Estimate

Timeline for ORLP Grant Application & Timeline for Reimagining Wright Park Project

Community Engagement Summary

Summary of Letters of Support

Link to Reimagining Wright Park Video- <https://vimeo.com/1047491930?share=copy#t=0>

Approved for the Agenda by:

A handwritten signature in black ink that reads "Nickolaus J. Hernandez". The signature is written in a cursive style with a large, prominent initial "N".

Nickolaus J. Hernandez, City Manager

RESOLUTION 2025-05

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF DODGE CITY, KANSAS TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF WILDLIFE AND PARKS FOR USE OF THE OUTDOOR RECREATION LEGACY PARTNERSHIP (ORLP) GRANT FUNDS FOR THE REIMAGING WRIGHT PARK: MAKING WRIGHT PARK THE “RIGHT” PARK FOR OUR COMMUNITY PROJECT IN DODGE CITY AND AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION.

Whereas, the City of Dodge City, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

Whereas, the City of Dodge City Kansas, is submitting an application to the Kansas Department of Wildlife and Parks Outdoor Recreation Legacy Partnership (ORLP) program in the amount of as \$12,879,552 outlined in ORLP Grant Applicant information for Federal Fiscal Year 2025-2026; and

Whereas, the City of Dodge City Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Wildlife and Parks for the ORLP Program; and

Whereas, Federal monies are available under the Outdoor Recreation Legacy Partnership administered by the State of Kansas, Department of Wildlife and Parks, for the purpose of enabling cities to create new outdoor recreation spaces, reinvigorate existing parks, and form connections between people and the outdoors in Kansas; and

Whereas, the City of Dodge City Kansas, acknowledges availability of the required local match of no less than 50% and the availability of funds to pay all upfront costs, since the ORLP Program is a cost reimbursement program; and,

Whereas, the City of Dodge City Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, after appropriate public input and due consideration, the Governing Body of the City of Dodge City, Kansas has recommended that an application be submitted to the State of Kansas for the Reimagining Wright Park: Making Wright Park the “Right” Park for Our Community Project.

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

SECTION 1. That the City of Dodge City, Kansas, does hereby authorize City Manager Nickolaus J. Hernandez to submit an application to the Kansas Department of Wildlife and Parks Outdoor Recreation Legacy Partnership Program funds on behalf of the citizens of The City of Dodge City Kansas.

SECTION 2. That the City of Dodge City, hereby assures the Kansas Department of Wildlife and Parks that sufficient funding for a minimum 50% match and all non-reimbursable expenses, e.g. PE, ROW, utilities, etc. for the Reimagining Wright Park: Making Wright Park the “Right” Park for Our Community project is available, as the Outdoor Recreation Legacy Partnership Program is a reimbursement program.

SECTION 3. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Wildlife and Parks that sufficient funding for the operation and maintenance of the Reimagining Wright Park: Making Wright Park the “Right” Park for Our Community project will be available for the life of the project.

SECTION 4. That City Manager Nickolaus J. Hernandez of Dodge City, Kansas is authorized to sign the application to the Kansas Department of Wildlife and Parks for Parks Outdoor Recreation Legacy Partnership (ORLP) Program funds on behalf of the citizens of City of Dodge City, Kansas. The Assistant City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Dodge City in this and subsequent related activities.

SECTION 5. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Wildlife and Parks that the City of Dodge City, Kansas, is willing and able to, if the Reimagining Wright Park: Making Wright Park the “Right” Park for Our Community Project is selected for funding, administer all activities involved with the project.

ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas, this 3rd day of February 2025.

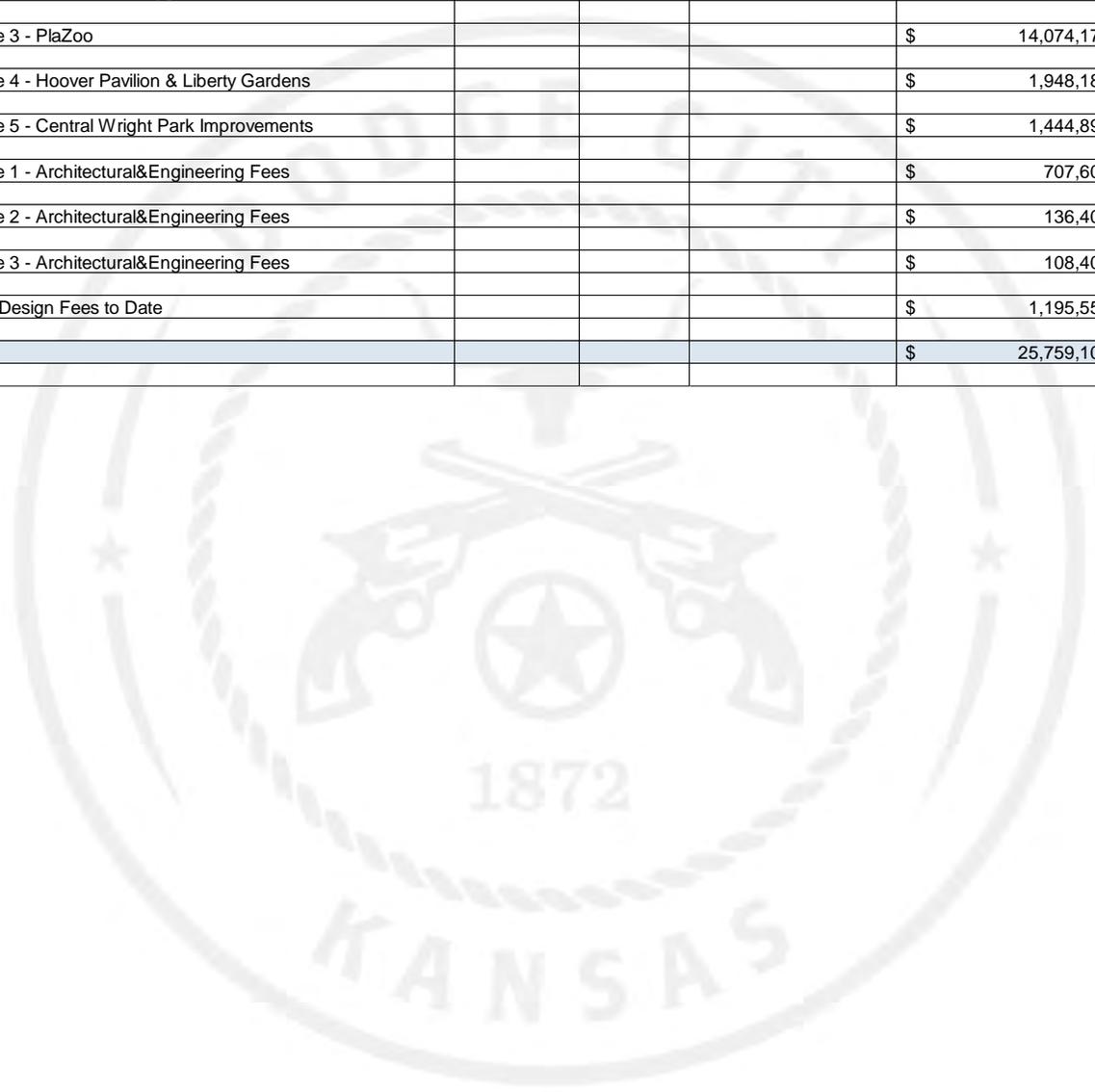
,Mayor

ATTEST:

Connie Marquez, City Clerk



Reimaging Wright Park Improvements				
1/16/2025				
Budget Estimate				
Phase 1 - Park Utilities & Pavements				\$ 2,887,064.70
Phase 2 - Destination Playground				\$ 3,256,835.92
Phase 3 - PlaZoo				\$ 14,074,176.22
Phase 4 - Hoover Pavilion & Liberty Gardens				\$ 1,948,186.50
Phase 5 - Central Wright Park Improvements				\$ 1,444,891.50
Phase 1 - Architectural&Engineering Fees				\$ 707,600.00
Phase 2 - Architectural&Engineering Fees				\$ 136,400.00
Phase 3 - Architectural&Engineering Fees				\$ 108,400.00
Total Design Fees to Date				\$ 1,195,550.00
				\$ 25,759,104.84





Outdoor Recreation Legacy Partnership (ORLP) Program Timeline

- February 7, 2025- ORLP Grant due to Kansas Department of Wildlife and Parks (KDWP) Outdoor Recreation Legacy Partnership (ORLP) Program
- June 1, 2025- ORLP Grants due to Department of Interior (DOI), National Park Service (NPS), and Land and Water Conservation Fund Program through KDWP.
- September 1, 2025, Estimated ORLP Grant Selection Announcements.
- September 1, 2026, Selected projects must complete full award package requirements within one year of the selection announcement to remain eligible for funding.
Awards will be made upon NPS's final review and approval of the full application including award package requirements.

Reimagining Wright Park Timeline and Project Phasing

The following is a summary of projected phasing and construction durations for the proposed improvements. The phasing follows a logical progression starting with park utility infrastructure improvements and park roadway improvements. The second phase will be the destination playground. Phase 1 and Phase 2 may be combined to expedite completion if warranted. Phase 3 focuses on the Play Zoo with Phase 4 finishing the project with improvements to the Hoover Pavillion and Liberty Gardens area.

Development 1 – 8-12 months duration

Park Utilities & Pavements

- Utility Infrastructure
- Mass Grading
- Park Drives & Parking Lot Improvements

Development 2 – 4-6 months duration

Destination Playground

- Playground fine grading & drainage
- Electrical & Lighting
- Playground equipment
- Safety surfacing
- Landscaping & irrigation

Development 3 – 12-18-month duration

“PlaZoo”

- Zoo utilities and drainage infrastructure
- Electrical & lighting
- Zoo Exhibits & Buildings
- Fine grading & naturalized water feature
- Zoo pathways

- Fencing & barriers
- Play equipment
- Landscaping & irrigation

Development 4 – 4- 6-month duration

Hoover Pavilion/Liberty Gardens

- Site grading and drainage
- Electrical & lighting
- New parking lot
- New pathways/walks/patio expansion
- Landscaping & Irrigation

Development 5 – 4- 6-month duration

Central Wright Park

- Band shell lighting
- Audience shading
- Two new picnic shelters
- Pathway lighting
- New pathways/walks/patio expansion
- Landscaping & Irrigation



Reimaging Wright Park Community Engagement Summary



Overall, the community supported investment in the park by 88.3% with usership over the previous year at 82.3% of respondents. The top items identified by the community were: walking trails, a naturalized water feature, botanical gardens, a new playground and additional shelters. The community was also asked if they supported having a zoo, and the results were a resounding “yes”. Athletic courts and fields were, surprisingly, ranked lower in the results. Family-oriented recreational activities were emphasized as being important to the community.

Additionally, community members had opportunities to see conceptual plans and share ideas during multiple community pop-up events. City staff partnered with the school district to attend school events (ESOL Diversity Night) for newly arrived immigrant and migrant families, which was held in the evening. City staff also attended larger community events such as the Dodge City Days KidsFest, which is an annual celebration for kids and families and is held in Wright Park on a Sunday. Residents were asked to vote for their favorite concepts and features using dots on large boards. The results of these events and surveys were the foundation on which the final action plan was crafted.

Below are specific details on the number of engagements and responses:

Wright Park Zoo Master Plan

- 2 evening City Commission meeting/work session
- 14 community meetings/open houses
- 278 online survey responses for the Wright Park Zoo (Courbanize, survey available in Spanish)

Wright Park Action Plan

- 3 evening City Commission meetings/work sessions
- 2024 State of the City
- 2025 Winter Expo booth
- 403 responses on Wright Park Zoo concepts (Confluence)
- 1 evening Final Friday pop up
- 1100 online survey responses for the Wright Park Action Plan (Survey Monkey, survey available in Spanish)

- 1200 responses from community event sessions at KidsFest and the English for Speakers of Other Languages (ESOL)'s Diversity Night
- 7 stakeholder meetings

Comprehensive Plan

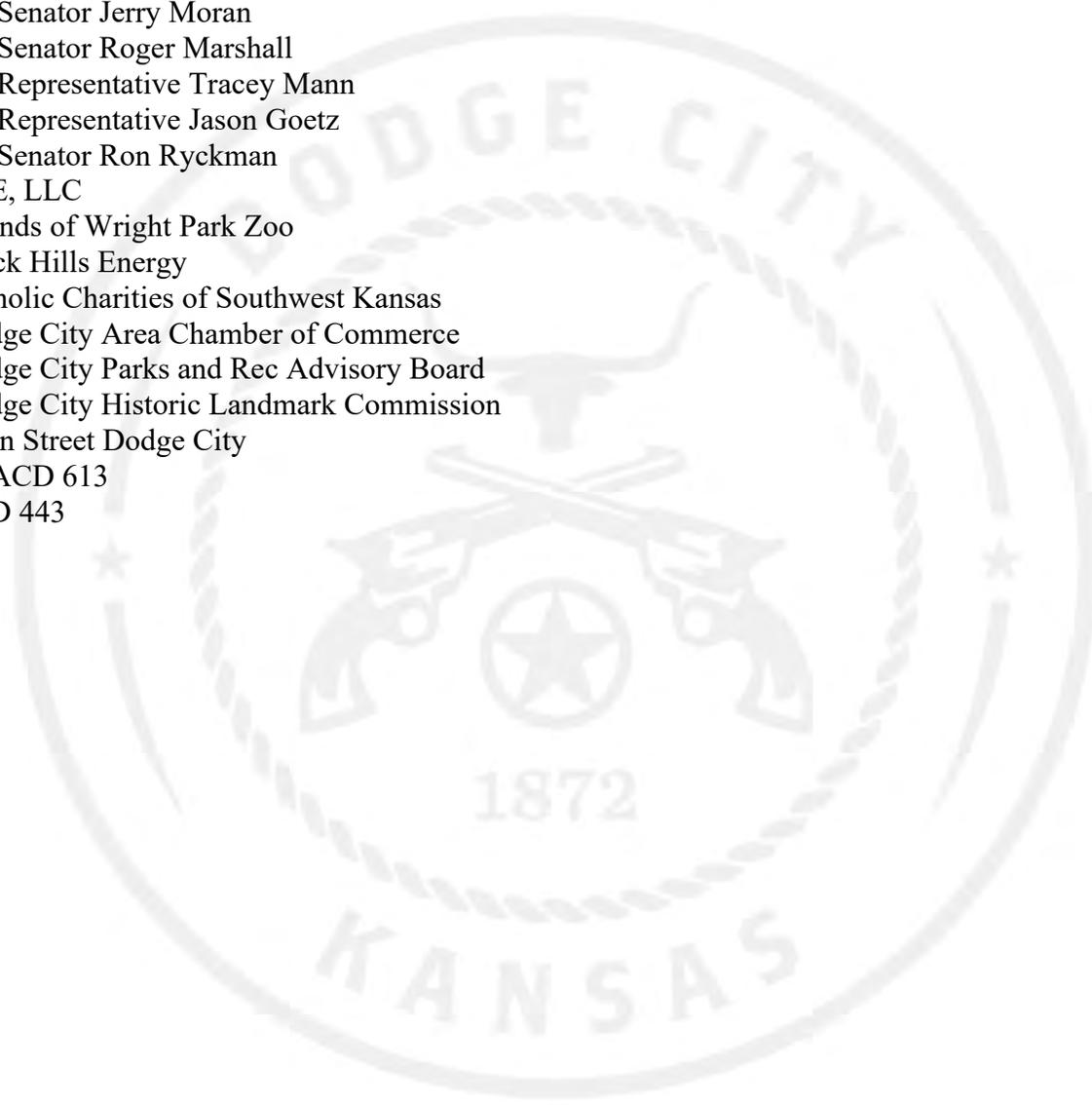
- 150 comments and 561 visitors to view the information (Courbanize)
- 3 evening City Commission meetings/work session
- 2 Planning Committee meetings/work sessions
- 3 public engagement sessions
- 10 stakeholder engagement sessions
 - Rotary, Chamber of Commerce, Economic Development, Convention & Visitor's Bureau, Cultural Relations Advisory Board, Chamber of Commerce Multicultural Committee, DCHS Government Classes, DCHS Parent/Teacher Conferences, DCCC Adult Learning Center, Senior Center, Parks & Recreation Advisory Board
- 3 engagement sessions on specific chapters of the plan
 - 1 session focused on "maintaining and upgrading our public facilities, parks"



2025 Outdoor Recreation Legacy Partnership (ORLP) Grant Program Letters of Commitment and Support Summary

ORLP Grant Letters of Commitment & Support

US Senator Jerry Moran
US Senator Roger Marshall
US Representative Tracey Mann
KS Representative Jason Goetz
KS Senator Ron Ryckman
MJE, LLC
Friends of Wright Park Zoo
Black Hills Energy
Catholic Charities of Southwest Kansas
Dodge City Area Chamber of Commerce
Dodge City Parks and Rec Advisory Board
Dodge City Historic Landmark Commission
Main Street Dodge City
SKACD 613
USD 443





Memorandum

To: City Commissioners and Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: January 16, 2025
Subject: Resolutions 2025-06 and 2025-07
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolutions No. 2025-06 and 2025-07.

Background: The City currently has investments at both Western State Bank and Landmark National Bank. Due to the resignation of Hope Williams, the signers at both banks need updated. The signers will now include the City Manager, Assistant City Manager and Finance Director.

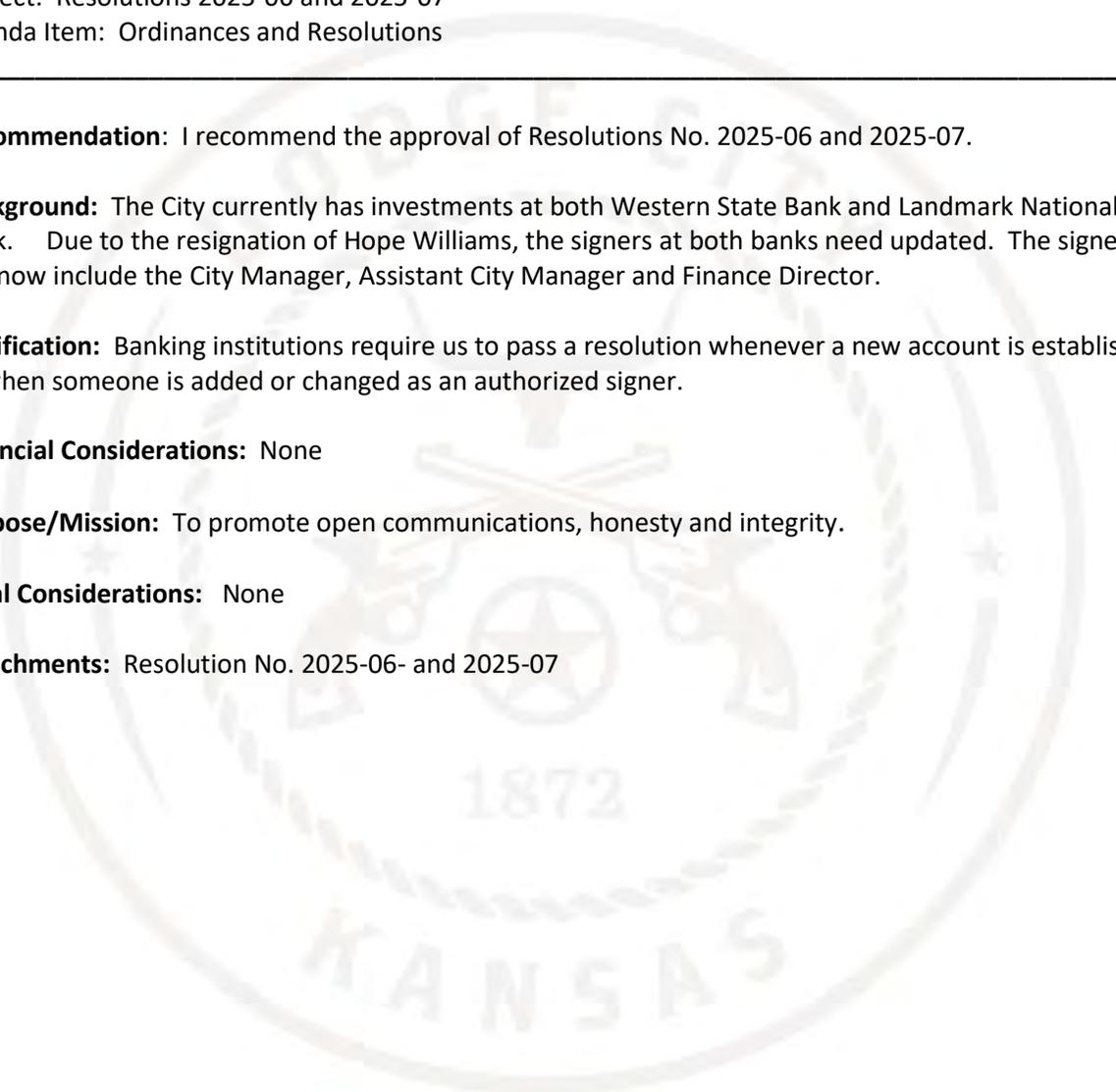
Justification: Banking institutions require us to pass a resolution whenever a new account is established or when someone is added or changed as an authorized signer.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Resolution No. 2025-06- and 2025-07



Resolution No. 2025-06

A Resolution Authorizing Signers at Western State Bank

BE IT RESOLVED that the City of Dodge City authorizes the following individuals named below:

Nicole May, Finance Director
Nickolaus J. Hernandez, City Manager
Melissa McCoy, Assistant City Manager

to: (1) establish with Western State Bank (the “Bank”) one or more deposit accounts; (2) open one or more additional deposit account(s) at a future date; (3) to sign the transactions as a representative of the City of Dodge; (4) contract for such other banking services as any Authorized Representative deems necessary or appropriate to manage this organization’s deposit accounts.

BE IT FURTHER RESOLVED that each transaction will have two signatures.

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 Western State Bank, Dodge City, Kansas.

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

DATED this 21st day of January, 2025.

Jeff Reinert, Mayor

ATTEST:

Connie Marquez, City Clerk

Resolution No. 2025-07

A Resolution Authorizing Signers at Landmark National Bank

BE IT RESOLVED that the City of Dodge City authorizes the following individuals named below:

Nicole May, Finance Director
Nickolaus J. Hernandez, City Manager
Melissa McCoy, Assistant City Manager

to: (1) establish with Landmark National Bank (the "Bank") one or more deposit accounts; (2) open one or more additional deposit account(s) at a future date; (3) to sign the transactions as a representative of the City of Dodge; (4) contract for such other banking services as any Authorized Representative deems necessary or appropriate to manage this organization's deposit accounts.

BE IT FURTHER RESOLVED that each transaction will have two signatures.

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 Landmark National Bank, Dodge City, Kansas.

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

DATED this 21st day of January 2025.

Jeff Reinert, Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: City Commission
From: Ryan Reid, Director of Administrative Services
Date: 2025 01 15
Subject: Trash Cart Purchase
Agenda Item: New Business

Purpose: To expand and maintain trash service.

Recommendation: Approve purchase of 624 Carts for Sanitation for \$35,433

Background: Staff recently received a quote for a truckload of new 96 gallon wheeled trash carts. Staff recommends purchasing the carts from Toter. These carts have held up well. These new carts are necessary as the City continues to grow.

The last purchase of these carts in 2024 was for 624 carts for \$35,980.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount \$:35,433

Fund: 53043100-441010

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Ongoing Improvement, Working Towards Excellence

Attachments: Toter quote

Approved for the Agenda by:

Ryan T. Reid, Director of Administrative Services



1661 Frontera Rd, Del Rio, TX, 78840
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10333057

Sell To:

Contact Name	Leonel Ibarra	Ship To Name	City of Dodge City
Bill To Name	City of Dodge City	Ship To	111 W Water St
Bill To	111 Water St		Dodge City, KS 67801
	Dodge City, KS 67801		USA
	USA	Quick Ship	<input type="checkbox"/>
Email	leoneli@dodgecity.org		
Phone	(620) 225-8172		

Quote Information

Salesperson	Phillip Chiles	Expiration Date	1/10/2025
Salesperson Email	pchiles@wastequip.com	Quote Number	WQ-10333057
Salesperson Phone	(319) 371-4761		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Body HS-S3007 Lid HS-S3170 Grass	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	312.00	\$54.50	\$17,004.00
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Body HS-S3007 Lid HS-S3704 Trash	---Body Color - (940) Green ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in White ---Lid Hot Stamp Center - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	312.00	\$54.50	\$17,004.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$34,008.00
Shipping Terms	FOB Origin	Shipping	\$1,425.00
		Tax	\$0.00
		Grand Total	\$35,433.00

Additional Information



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Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 226024-2 as awarded by the City of Tucson on 06-15-2023. Per the terms of this contract, pricing and products are evaluated per this contract based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 6-15-2023 (then current freight applied at time of each order). Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____
 Company Name: _____
 Date: _____
 Purchase Order: _____

Please Reference Quote Number on all Purchase Orders