

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, March 17, 2025

7:00 p.m.

MEETING # 5306

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Global Cuisines & Cultures Week Proclamation

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

Community Recognition of Boot Hill Casino and Resort Employees and Kansas Racing and Gaming Commission (KRGC) Agents, Presentation by Brittney Thoene, Director of Human Resources, BHCR

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 3, 2025.
2. Appropriation, Ordinance No. 6, March 17, 2025.
3. Cereal Malt Beverage License:
 - a. Quick Pick, 2501 Central Avenue
 - b. El Korita Restaurant, 2001 W. Wyatt Earp Blvd.
 - c. Kwik Shop Store, 1500 W. Wyatt Earp Blvd.
 - d. Kwik Shop Store, 1809 Central Avenue.

(on file in city clerk's office)
4. Approval of Letter of Agreement with BS Field Owner Brian Shirley.
5. Approval of Hennessy Hall Rental Space Lease Agreements.

ORDINANCES & RESOLUTIONS

Resolution No. 2025-09: A Resolution Amending Appendix A of the City of Dodge City Municipal Code and Revising Fees and Charges for Maple Grove Cemetery. Report by Daniel Cecil, Parks and Recreation Director.

Resolution No. 2025-10: A Resolution Establishing Fees and Rates for Water Utility Services for the City of Dodge City. Report by Nicole May, Finance Director.

Resolution No. 2025-11: A Resolution Establishing Fees and Rates for Sanitary Sewer Service for the City of Dodge City. Report by Nicole May, Finance Director.

Resolution No. 2025-12: A Resolution Establishing Fees and Rates for Solid Waste Collection Service in the City of Dodge City. Report by Nicole May, Finance Director.

Resolution No. 2025-13: A Resolution Establishing Fees and Rates for Storm Water Utility Service for the City of Dodge City. Report Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Replat Property (M2R Addition) on Wyatt Earp Boulevard between Eleventh Avenue and Twelve Avenue to zone C-2 Commercial Highway. Report by Nathan Littrell, Planning and Zoning Administrator.
2. Approval to Replat Property (BHC Resort Subdivision, Unit 2) at 4000 W. Comanche to zone C-2 Commercial Highway. Report by Nathan Littrell, Planning and Zoning Administrator.
3. Approval of Bid for Green Climber Slope Mowers and Attachments for the City of Dodge City Parks Department. Report by Daniel Cecil, Parks and Recreation Director.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



Global Cuisines & Cultures Week Proclamation

WHEREAS, cultural diversity is a driving force of development not only with respect to economic growth but also as a means of leading a more enriching life; AND

WHEREAS, Dodge City is a community made up of diverse cultures from across the world, which has made lasting positive impacts on our community by spurring change and transformation; AND

WHEREAS, Dodge City is home to many global and cultural businesses, which elevate our community's unique social and cultural atmosphere; AND

WHEREAS, food, art, and community events serve as a way to connect with one another and learn about the different cultures that make up Dodge City; AND

WHEREAS, Global Cuisines & Cultures Week was created to bolster the international ecosystem in Kansas and showcase the many international foods, cultures, arts, and other interests that exist in the state.

NOW, THEREFORE, I, Jeff Reinert, Mayor of the City of Dodge City, do hereby proclaim March 16th-22nd, 2025 to be **Global Cuisines and Cultures Week** in Dodge City.

ATTEST:

Jeff Reinert, Mayor

Connie Marquez, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers
806 N. 2nd Avenue, Dodge City, KS
Monday, March 3, 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 Vice Mayor, Daniel Pogue called the meeting to order.

ROLL CALL Commissioners Rick Sowers, Michael Burns, Chuck Taylor present, Mayor Jeff Reinert joined at 6:15 pm.

WORK SESSION

1. Public Works Update Presentations

Public Works Director Corey Keller gave a presentation on the projects that are going on in the City. He gave updates on Airport, Utility, Sewer, Street, Sanitation and Recycling.

ADJOURNMENT

Commissioner Michael Burns made a motion to adjourn the meeting. Commissioner Daniel Pogue 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, March 3, 2025

7:00 p.m.

MEETING # 5305

CALL TO ORDER

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

INVOCATION BY Ada Bogart, Chaplain of Fort Dodge Chapel

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Jeff Reinert moved to remove Item #3 under New Business. Commissioner Rick Sowers made a motion to approve the agenda with the removal of Item #3 under new business. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 17, 2025.
2. Appropriation, Ordinance No. 5, March 3, 2025.
3. Cereal Malt Beverage License:
 - a. Corner Market 118, 609 S. 2nd Avenue.
 - b. Corner Market 117, 2615 E. Trail Street.
 - c. Tacos Jalisco, 412 E Wyatt Earp Blvd.
4. Approve Extension Letter for the CDBG Revive Block Grant Program.
5. Approval of Contract for Water Service for 908 Minneola Rd. Stapleton Investments, LLC.

Commissioner Rick Sowers moved to accept the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3826: An Ordinance annexing to the City of Dodge City the described property, in accordance with K.S.A. 12-520 and all amendments thereto was approved on a motion by Commissioner Daniel Pogue. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

Resolution No: 2025-08: A Resolution of the Kansas Department of Transportation (KDOT) designating the City Connecting Links in State Highway System was approved on a motion by Commissioner Chuck Taylor. Commissioner Rick Sowers seconded the motion carried 4 -0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Daniel Pogue made a motion to approve the Kansas Department of Transportation (KDOT) agreement to receive financial assistance to construct improvements to the Red Demon Drive and US 50 Highway Intersection. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.
2. Commissioner Rick Sowers made a motion to approve the Professional Services Agreement for a Traffic Impact Study (TIS) on US 56 & US 283 adjacent to City property for highway improvements related to development. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

This item was pulled from the agenda and will be put on a future meeting for approval.

3. Approve to Replat M2R Addition zoned C-2 Residential Low Density to sell a Portion of the Property. Report by Nathan Littrell, Planning & Zoning Administrator.
4. Commissioner Chuck Taylor made a motion to approve the purchase of two forklifts from Hi Plains in the amount of \$71,000 to assist construction with duties at various city sites. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.
5. Commissioner Daniel Pogue made a motion to approve the bid from Diamond Roofing in the amount of \$185,500, for the replacement of the roof at the Dodge City Fire Department. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.
6. Commissioner Rick Sowers made a motion to approve the proposal from Alvarez Roofing in the amount of \$45,000 for the rust treatment and seal coating of the roof at the Dodge City airport Crotts Air Service Building. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

OTHER BUSINESS

STAFF REPORTS

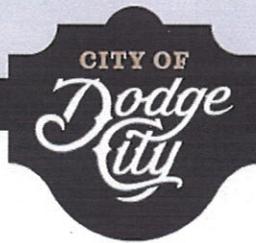
ADJOURNMENT

Commissioner Chuck Taylor moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: August 14, 2024
Subject: Approve Letter of Agreement with BS Field, Brian Shirley
Agenda Item: Consent Calander

Purpose: The purpose of this Letter of Agreement (LOA) for ensuring safe and coordinated air traffic management between BS Field and Dodge City Regional Airport. It establishes clear procedures for communication, operational limits, and potential modifications while ensuring compliance with FAA regulations.

Recommendation: Approve the Letter of Agreement with BS Field owner Brian Shirley

Background: The Letter of Agreement (LOA) establishes operational procedures and coordination measures between BS Field, a private-use airport that Brian Shirley owns, and Dodge City Regional Airport (DDC). This agreement is based on FAA Study No. 2024-ACE-5651-NRA, which assessed the impact of BS Field's operations on the airspace and determined the feasibility of its coexistence with DDC.

The LOA ensures safe and efficient air traffic management while providing a framework for communication and operational limitations to prevent conflicts between the two airports. To avoid potential air traffic conflicts, both airports will use a shared radio frequency (122.7 MHz) for communication. This frequency ensures that pilots at BS Field and DDC are aware of each other's operations, reducing the risk of mid-air collisions and enhancing situational awareness. The LOA mandates a review every five (5) years to evaluate whether operations at BS Field remain within the parameters set by the FAA study. The LOA outlines specific scenarios that would require modification or termination of the agreement. These conditions ensure that both airports remain aligned with FAA safety standards and adapt to evolving aviation needs of the community. This ensures ongoing compliance with aviation regulations while allowing flexibility to adapt to future changes.

City Commission Options:

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

Financial Considerations: None

Legal Considerations: Letter has been reviewed by FAA and the City Attorney

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: LOA

Approved for the Agenda by:



Corey Keller, Public Works Director



Memorandum

To: City of Dodge City Commission

From: Assistant City Manager, Melissa McCoy and Director of Construction and Facilities, Kevin Israel

Date: March 17, 2025

Subject: Approval of Hennessey Hall Lease Agreements

Agenda Item: Consent Calendar

Purpose: City staff and the City Attorney have been working with Hennessey Hall Tenants to organize current lease agreements to have similar start dates to allow for better tracking. In addition, Beyond Barriers and the Southwest Kansas Area Agency on Aging (SWKAAA) have added additional rental space to their leases.

Recommendation: Approve lease agreements for rental spaces with the following Hennessey Hall tenants: SWKAAA, Arrowhead West, Beyond Barriers and Grow Speech Inc. LLC.

Background: All the tenants are in good standing. Beyond Barriers required additional space and is adding Room 40 on the ground floor and SWKAAA required additional space I and is adding Room 130 A on the first floor.

City Commission Options:

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

Financial Considerations: The tenants pay the nonprofit rate of \$6 per square foot annual rate. Since the size of the spaces varies, each tenant has a different monthly rental rate which is as follows:

- SWKAAA- 7,493 sq. ft., monthly rental cost: \$3,746.50 or \$44,958 annually
- Arrowhead West- 920 sq.ft., monthly rental cost: \$460 or \$5,520 annually
- Beyond Barriers- 1,122.50 sq. ft., monthly rental cost: \$561.75 or \$6,741 annually
- Grow Speech Inc. LLC.- 681 sq. ft., monthly rental cost: \$340.50 or \$4,086 annually

Legal Considerations: The agreement is the standard form used with all Hennessy tenants. The lease agreements were reviewed and approved by the City Attorney.

Mission/Values: This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional resources for citizens as they strive to provide and maintain housing and educate themselves to improve their quality of life.

Hennessey Hall Lease Agreement Attachments:

SWKAAA, Arrowhead West, Beyond Barriers and Grow Speech Inc. LLC.

Approved for the Agenda by:

Melissa R. McCoy, Assistant City Manager

April 1, 2025

HENNESSEY HALL LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD), and Southwest Kansas Area Agency on Aging, Inc., a Kansas not-for-profit corporation, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately seven thousand four hundred ninety-three (7,493) square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "Leased Premises."
2. **TERM:** The Effective Date of this Agreement shall be April 1, 2025 and this agreement shall remain effective until December 31, 2029, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the Term of this lease, the TENANT shall pay an advance monthly payment of \$3,746.50, due and owing the first of each month. During the Term, TENANT shall pay six dollars (\$6.00) per square foot actually occupied by Tenant per month. TENANT shall annually pay the LANDLORD a square footage rental rate of \$6.00 per square foot, for a total annual rent of forty four thousand nine hundred fifty-eight dollars and zero cents (\$44,958.00) said annual amount to be paid in equal advance monthly installments of \$3,746.50 per month, which payment is due and owing the first of each month during Term unless and until this Agreement is terminated. Said monthly rental being hereinafter referred to as the "Base Rent."
4. **ADDITIONAL RENT.** It is agreed by the parties, that in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease

April 1, 2025

building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant bases on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately 7,493 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 20%.
 - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 20%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 7,493 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on July 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "Base Year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2024.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this lease the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated

April 1, 2025

by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.
7. **STORAGE SPACE AND CITY EQUIPMENT:** The Parties acknowledge within the Leased Premises exists a storage space wherein LANDLORD stores routers and related equipment essential for LANDLORD's operations within the building. LANDLORD shall have the right to enter the storage area, at any time, with or without prior notice, to inspect, maintain, repair, or replace its equipment. TENANT acknowledges that the equipment stored in this area is critical to the building's operations. TENANT agrees to take necessary precautions to protect LANDLORD's equipment from damage, interference, or unauthorized access. Any damage caused by TENANT to the equipment shall be promptly reported to LANDLORD and repaired at TENANT's expense. The Parties agree TENANT shall be permitted to use the storage area for its own purposes, provided that such use does not impede LANDLORD's access to or the functionality of LANDLORD's equipment. TENANT agrees not to store any items within the storage room which may obstruct access to the equipment or pose a risk to its operation. LANDLORD agrees, to the extent possible, not to disturb TENANT's property stored within the storage room.
8. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

April 1, 2025

9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonable withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

11. **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date. In the event of such termination by the LANDLORD, the LANDLORD will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of the lease as set forth herein. In the event of a termination of this lease by the LANDLORD, by reason of the sale of the

April 1, 2025

leased building facility to a third party as provided above, the LANDLORD will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

If the termination occurs during the year in which the improvements were made, reimbursement shall be 100% of the actual cost of improvements;

If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be 66% of the actual cost of such improvements;

If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be 33% of the actual cost of such improvements;

If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

12. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
13. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expensed by the LANDLORD in defending against any such claims or causes of action.

13. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.
14. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
15. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

April 1, 2025

16. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
17. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Box 1636, Dodge City, KS 67801.
19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in day and year written below.

SIGNATURE PAGE TO FOLLOW

April 1, 2025

CITY OF DODGE CITY, A MUNICIPAL
CORPORATION

By: _____

JEFFERY J. REINERT, MAYOR

APPROVED:

CONNIE MARQUEZ, CITY CLERK

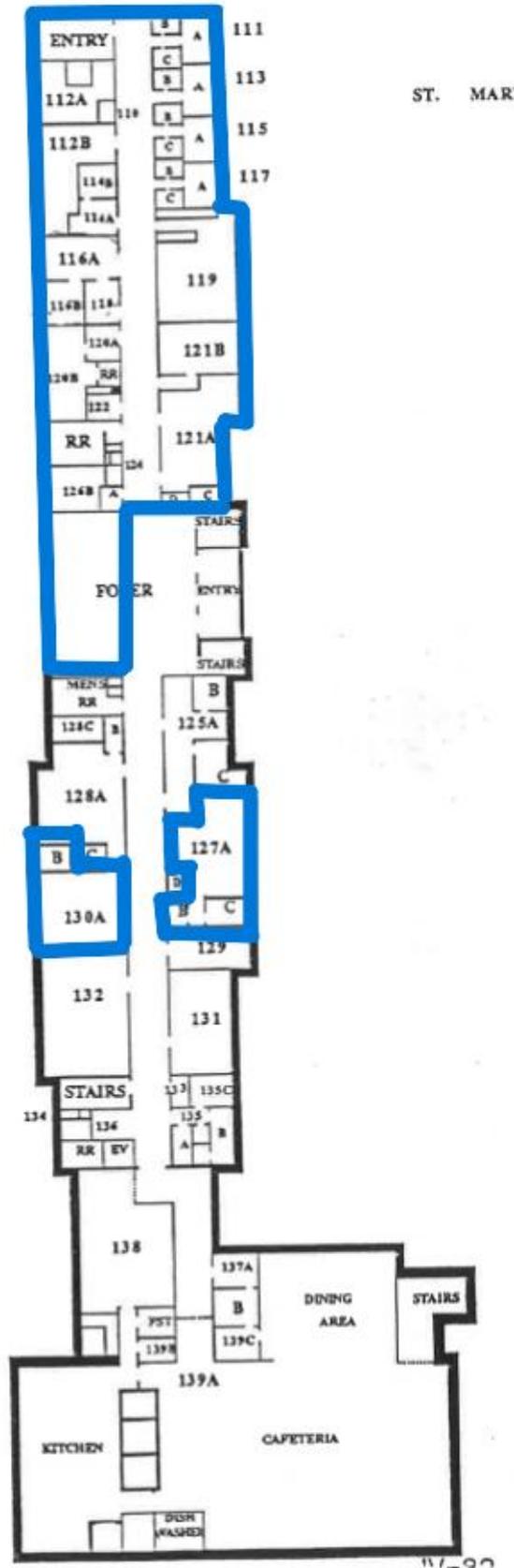
SOUTHWEST KANSAS AREA AGENCY
ON AGING, INC.

By: _____

MICHELLE PANTALEO, MA
EXECUTIVE DIRECTOR

ATTEST

EXHIBIT A



January 1, 2025

HENNESSEY HALL LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD), and Arrowhead West, Inc., a Kansas not-for-profit corporation, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is shown in orange, comprising approximately nine hundred twenty (920) square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter referred to as the "Leased Premises."
2. **TERM:** The Effective Date of this Agreement shall be January 1, 2025. The term of this lease shall be from the Effective Date for a period of five (5) years commencing January 1, 2025 and terminating December 31, 2029 "the Lease Term", subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the Initial Term of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of five thousand five hundred twenty dollars (\$5,520.00), representing a square footage rental rate of six dollars (\$6.00) per square foot. Said annual amount to be paid in equal advance monthly installments of four hundred sixty dollars (\$460.00) beginning on the first day of January 2025 and continuing monthly thereafter for the term of this lease. Said monthly rent being hereinafter referred to as the "Base Rent."
4. **ADDITIONAL RENT.** It is agreed by the parties that in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued

January 1, 2025

exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant bases on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately 920 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 2.4%.
 - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 2.4%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 920 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on January 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "Base Year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2025.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this lease the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for

January 1, 2025

repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.
7. **SIGNAGE:** The TENANT will be responsible for any individual tenant signage inside Hennessy Hall it might desire; the style and location of which shall be subject to prior approval of LANDLORD.
8. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
10. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and

specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonable withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

11. **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date. In the event of such termination by the LANDLORD, the LANDLORD will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of the lease as set forth herein. In the event of a termination of this lease by the LANDLORD, by reason of the sale of the leased building facility to a third party as provided above, the LANDLORD will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

- (a) If the termination occurs during the year in which the improvements were made, reimbursement shall be 100% of the actual cost of improvements;
- (b) If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be 66% of the actual cost of such improvements;
- (c) If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be 33% of the actual cost of such improvements;

(d) If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

12. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
13. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expensed by the LANDLORD in defending against any such claims or causes of action.

13. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to

January 1, 2025

cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.

14. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
15. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
16. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
17. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated

January 1, 2025

by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as 1100 E. Wyatt Earp Blvd., Dodge City, KS 67801.

19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in day and year written below.

CITY OF DODGE CITY, A MUNICIPAL
CORPORATION

By: _____

JEFFERY J. REINERT, MAYOR

ARROWHEAD WEST, INC.

By: _____

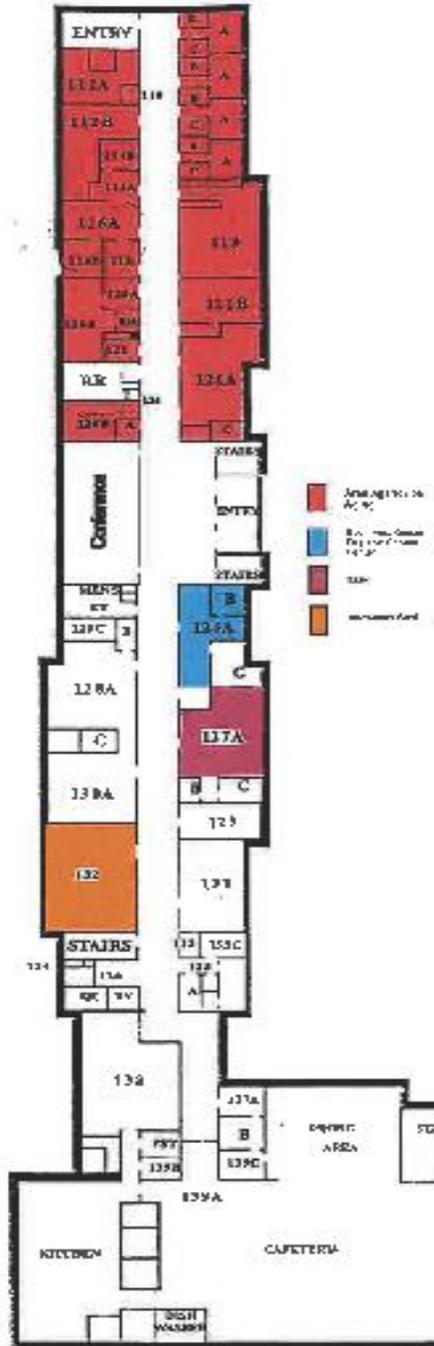
MICHAEL STEIN

PRESIDENT

ATTEST: CONNIE MARQUEZ, CITY CLERK

Exhibit A

First Floor



April 1, 2025

HENNESSEY HALL LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD), and Beyond Barriers, Inc., a Kansas not-for-profit corporation, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in blue, comprising approximately one thousand one hundred twenty-two and one-half (1,122.5) square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter referred to as the "Leased Premises."
2. **TERM:** The Effective Date of this Agreement shall be April 1, 2025. The term of this lease shall be from the Effective Date for a period of five (5) years commencing April 1, 2025 and terminating December 31, 2029 "the Lease Term", subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the Initial Term of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of five thousand six hundred and fifty-two dollars (\$6,741.00), representing a square footage rental rate of six dollars (\$6.00) per square foot. Said annual amount to be paid in equal advance monthly installments of four hundred seventy-one dollars (\$561.75) beginning on the first day of April 2025 and continuing monthly thereafter for the term of this lease. Said monthly rent being hereinafter referred to as the "Base Rent."
4. **ADDITIONAL RENT.** It is agreed by the parties that in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued

April 1, 2025

exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant bases on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately 1,122.5 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 3.0%.
 - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 3.0%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 1,122.5 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on January 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "Base Year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2025.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this lease the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for

April 1, 2025

repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.
7. **SIGNAGE:** The TENANT will be responsible for any individual tenant signage inside Hennessy Hall it might desire, the style and location of which shall be subject to prior approval of LANDLORD.
8. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
10. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and

April 1, 2025

specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonable withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

11. **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date. In the event of such termination by the LANDLORD, the LANDLORD will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of the lease as set forth herein. In the event of a termination of this lease by the LANDLORD, by reason of the sale of the leased building facility to a third party as provided above, the LANDLORD will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

If the termination occurs during the year in which the improvements were made, reimbursement shall be 100% of the actual cost of improvements;

If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be 66% of the actual cost of such improvements;

If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be 33% of the actual cost of such improvements;

April 1, 2025

If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

12. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
13. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expensed by the LANDLORD in defending against any such claims or causes of action.

13. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of

April 1, 2025

cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.

14. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
15. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
16. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
17. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL,

April 1, 2025

806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Box 1636, Dodge City, KS 67801.

19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in day and year written below.

CITY OF DODGE CITY, A MUNICIPAL
CORPORATION

By: _____

JEFFERY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

BEYOND BARRIERS, INC.

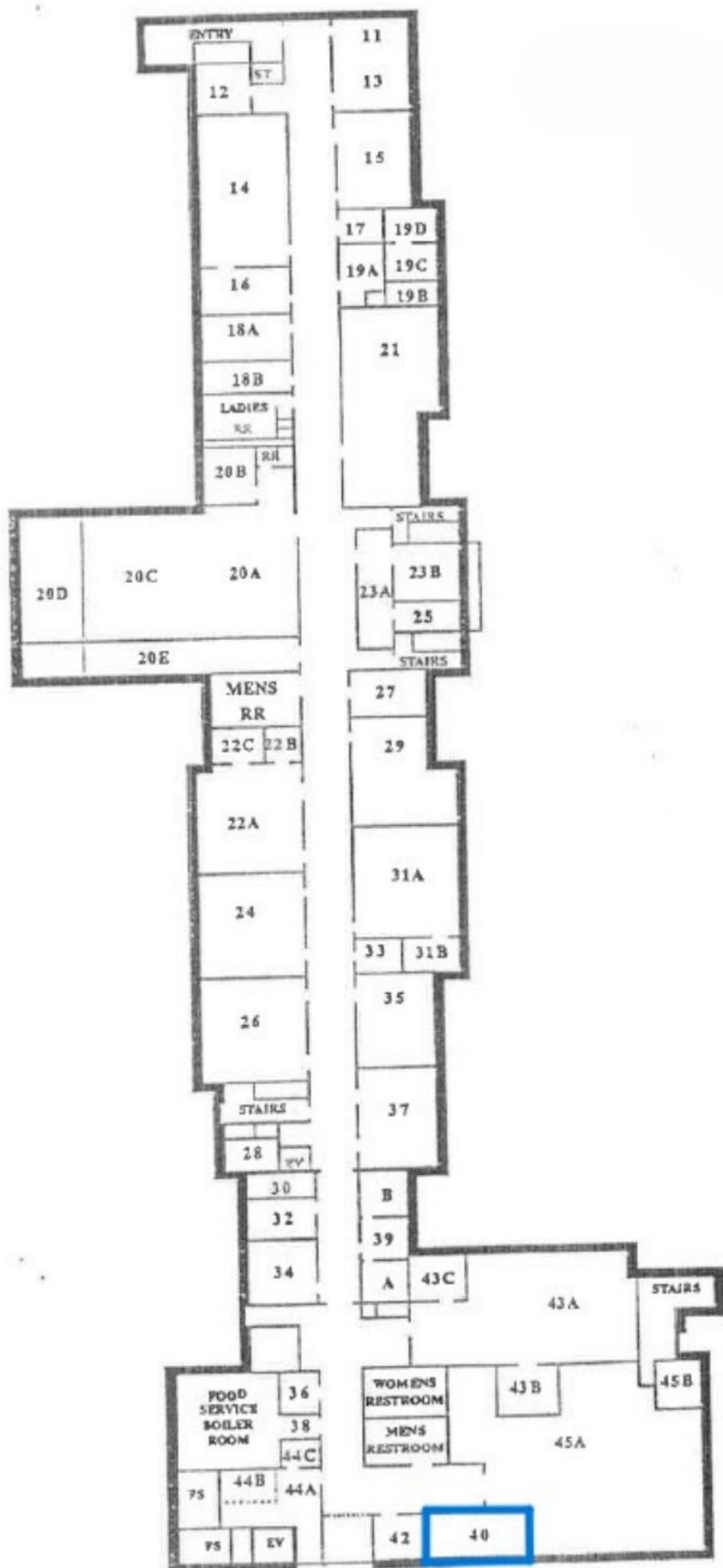
By: _____

ERICA RIVERA

EXECUTIVE DIRECTOR

EXHIBIT A





January 1, 2025

HENNESSEY HALL LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD), and Grow Speech, LLC, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately 681 square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises."
2. **TERM:** The term of this lease shall be for a period of five (5) years commencing January 1, 2025, and terminating December 31st 2029, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During this lease, the TENANT shall pay the LANDLORD annual rental in the amount of four thousand eight six dollars (\$4,086) per year, representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of \$340.50, commencing on the first day of July 2024, and continuing monthly thereafter for the duration of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT.** It is agreed by the parties, that in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on

January 1, 2025

the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant bases on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately 681 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.8%.
 - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.8%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 681 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on July 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2024.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this lease the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and

January 1, 2025

heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.
7. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
8. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
9. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.
Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonable withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease

premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

10. **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date. In the event of such termination by the LANDLORD, the LANDLORD will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of the lease as set forth herein. In the event of a termination of this lease by the LANDLORD, by reason of the sale of the leased building facility to a third party as provided above, the LANDLORD will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

- (a) If the termination occurs during the year in which the improvements were made, reimbursement shall be 100% of the actual cost of improvements;
- (b) If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be 66% of the actual cost of such improvements;
- (c) If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be 33% of the actual cost of such improvements;
- (d) If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

January 1, 2025

11. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
12. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expensed by the LANDLORD in defending against any such claims or causes of action.

13. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually

unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.

14. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
15. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
16. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
17. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as 101 Crescent St, Kingsdown KS 67842.

January 1, 2025

19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in day and year written below.

CITY OF DODGE CITY, A MUNICIPAL
CORPORATION

By: _____

JEFFERY J. REINERT, MAYOR

GROW SPEECH, LLC

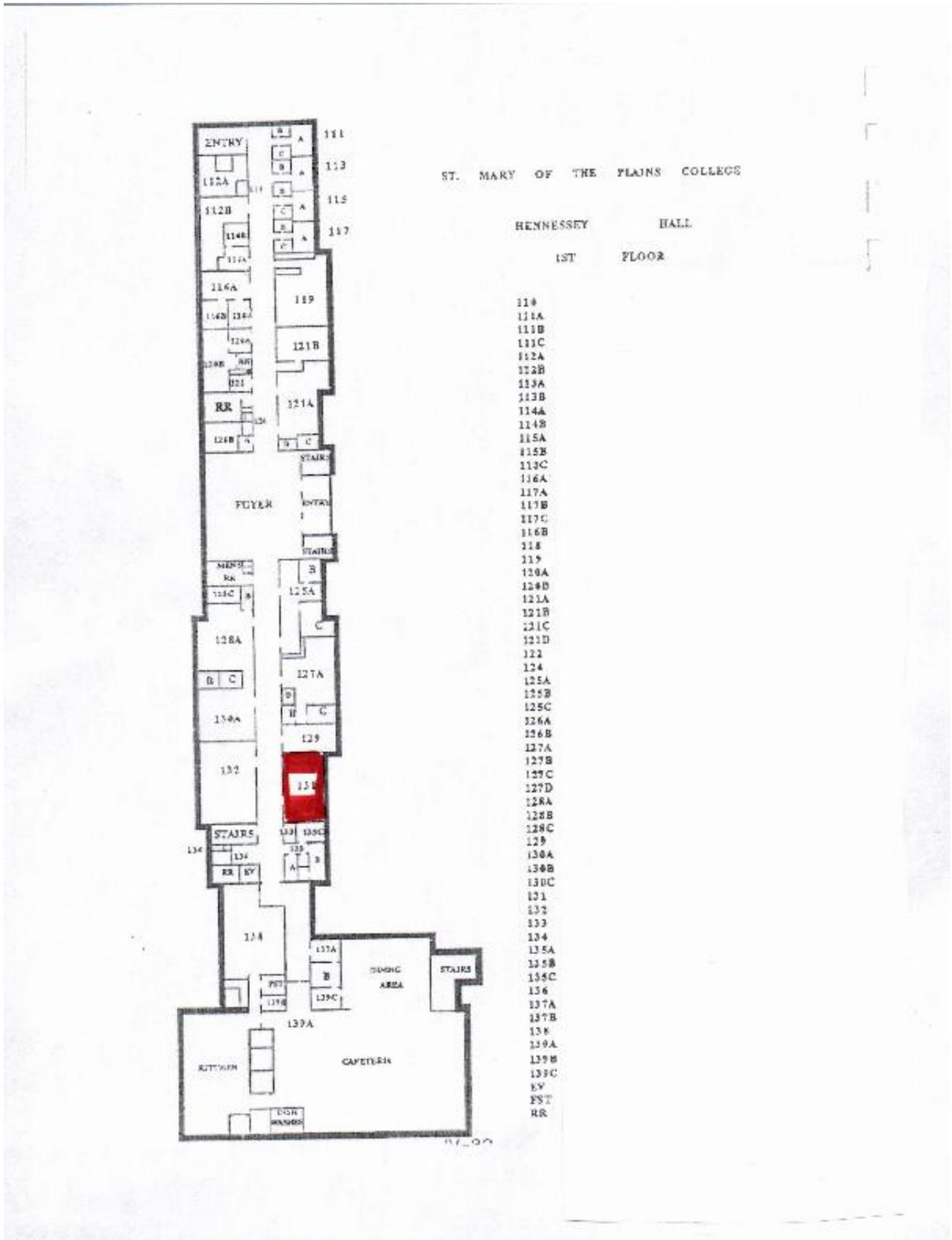
By: _____

SYDNEE COLE

EXECUTIVE DIRECTOR

ATTEST: City Clerk Connie Marquez

EXHIBIT A





Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: March 17, 2025

Subject: Approval of Resolution 2025-09 amending and revising the fees and charges for Maple Grove Cemetery

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends the approval of the Resolution 2025-09 with the revisions of the Maple Grove Cemetery fees and charges schedule focused on the addition of the Columbarium, weekend fees, grave services and monument fees.

Background: Staff periodically reviews cemetery fees to ensure they remain competitive with those charged by other cemeteries for similar services. With the addition of the columbarium, it is necessary to update the resolution to include fees for niche space purchases, as well as opening and closing costs.

After reviewing regional pricing, we found that niche space fees range from \$600 to \$1,000, leading to the recommended price of \$750 per space. The opening and closing fee for columbarium spaces would also be \$300, which includes the engraving of each individual interred in the niche once occupied. The central, round Somerset columbarium includes an ossuary with a capacity for 400 placements, each priced at \$300.

Additional fee adjustments include:

- Standardizing all monument permit fees at \$25, eliminating separate rates for single and double monuments.
- Increasing the standard grave opening and closing fee to \$400.
- Implementing a \$350 Saturday surcharge for services held on weekends. Currently, our cemetery is the only one in the area that does not charge for Saturday services, while funeral homes and graveside service providers typically impose a weekend fee.

On March 6, the Cemetery Advisory Committee reviewed and recommended these changes. If approved, the new fees would take effect on April 1, 2025.

City Commission Options:

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

Financial Considerations: With 842 niche spaces and the capacity for 400 ossuary placements, the columbarium has the potential to generate \$751,500 in revenue. The total cost for the structures and bases amounted to \$204,639, and staff anticipate an additional \$200,000 for flatwork, including sidewalks, parking stalls, curbing, and landscaping around the structures.

The remaining \$346,861 could be allocated toward future columbarium development, cemetery road improvements, or other necessary maintenance expenses for the grounds.

Legal Considerations: Legal staff has reviewed the resolution and have no concerns at this time.

Mission/Values: Adoption of Resolution 2025-09 meets the City's core value of ongoing improvement by providing variable and attractive price points for utilization of Maple Grove Cemetery and strives to maximize revenue potential while utilizing the grounds for its intended purpose.

Attachments: Resolution 2025-09, Fee and Price Comparison, Ossuary and sale chart

Approved for the Agenda by:

A handwritten signature in cursive script, appearing to read "Daniel Cecil".

Daniel Cecil, Parks and Recreation Director

RESOLUTION 2025-09

A RESOLUTION AMENDING APPENDIX A of the DODGE CITY MUNICIPAL CODE AND REVISING FEES AND CHARGES FOR MAPLE GROVE CEMETERY

WHEREAS, The City desires to establish a reasonable and equitable schedule of fees and charges necessary to offset the cost of providing services at Maple Grove Cemetery; and

WHEREAS, the Cemetery Advisory Committee has reviewed the proposed fees and recommends their approval to the City Commission; and

WHEREAS, the Parks and Recreation Advisory board has reviewed the proposed fees and has voted to recommend their approval to the City Commission; and

WHEREAS, the governing body of the City of Dodge City, Kansas, deems it necessary to revise the fees and charges associated with the sale of grave spaces, services, and other ancillary charges for Maple Grove Cemetery previously established in Resolution 2013-03.

NOW, THEREFORE, be it resolved by the governing body of the City of Dodge City, Kansas that Resolution 2013-03 is hereby repealed in its entirety and the governing body of the City of Dodge City hereby adopts the following provisions:

Section 1: The following fees are hereby established for Maple Grove Cemetery:

A) Appendix A — Cemetery Fees of the Dodge City Code is hereby amended as follows:

- 1) Grave Spaces
 - a. Standard single grave space \$500
 - b. Baby grave No Charge
 - i. Space in the designated baby grave section is provided at no cost for residents of Ford County as space permits for infants less than one (1) year of age. Casket size shall not be more than 36 inches in length.
 - c. Garden of the Apostles \$1,000
- 2) Maple Grove Columbarium
 - a. All Niches \$750
 - b. Ossuarium \$300
- 3) Maple Grove West Mausoleum
 - a. Top Row \$1,000
 - b. Middle Two Rows \$1,200
 - c. Bottom Row \$1,000
- 4) Scroggins Mausoleum Crypts
 - Chapel Crypts (Inside)

	Side by Side	Deluxe	Deluxe Single	End to End	Single
Level E	\$4,000	\$2,000	\$3,600	\$2,700	
Level D	\$4,200	\$2, 100	\$3,800	\$2,850	

Level C	\$4,700	\$2,350	\$4,300	\$3,225
Level B	\$5,000	\$2,500	\$4,600	\$3,450
Level A	\$4,600	\$2,300	\$4,200	\$3,150

Patio Crypts (Outside)

	Side by Side Deluxe	Deluxe Single	End to End	Single
Level E	\$3,200	\$1,600	\$2,800	\$2,100
Level D	\$3,400	\$1,700	\$3,000	\$2,250
Level C	\$3,900	\$1,950	\$3,500	\$2,625
Level B	\$4,200	\$2,100	\$3,800	\$2,850
Level A	\$3,800	\$1,900	\$3,400	\$2,550

- a. Pedestal \$1000
- b. Foyer \$750
- c. Glass Niches

Single Deluxe Side by Side

12x12	\$900	\$1350
12x24	\$1350	

- 5) Internments
 - a. Standard Grave Service \$400
 - b. Baby Grave Service \$100
 - c. Cremation Urns \$150
 - d. Columbarium Service including Engraving \$300
- 6) Disinterment
 - a. Traditional grave \$1000
 - b. Cremations \$300
- 7) Other Charges
 - a. Saturday Surcharge \$350
- 8) Monument Permits
 - a. Headstone Fee \$25
 - b. Footstone Fee \$25

Section 2: In the event of any conflict between the provisions of this resolution and any other resolution previously adopted by the governing body, the provisions of this resolution shall control. If any section, subsection, sentence, clause, or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution.

Section 3: Be it further resolved; this resolution shall take effect immediately following its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City this 17th day of March, 2025.

JEFFERY J. REINERT, MAYOR

ATTEST:

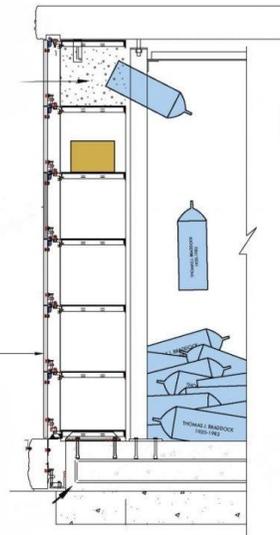
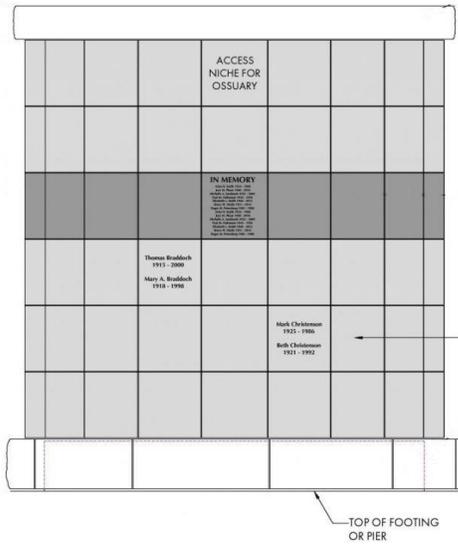
CONNIE MARQUEZ, CITY CLERK

Fee and Price Comparison with Regional Cemeteries

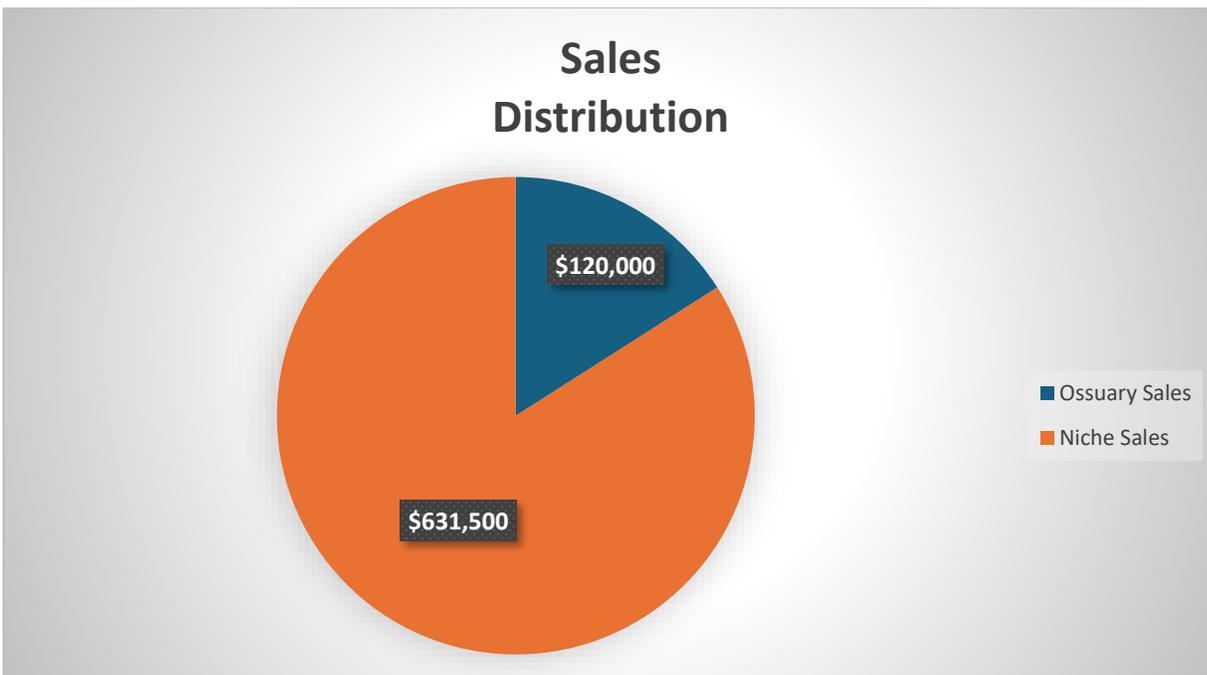
	Dodge City	Garden City	Liberal	Great Bend
Saturday Sur-Charge	\$ -	\$300.00	\$250.00	\$250.00
Open/Close Grave	\$350.00	\$450.00	\$450.00	\$300.00
Vault/Cremaains	\$150.00	\$175.00	\$250.00	\$150.00
Lot Sale Price	\$500.00	\$450.00	\$425.00	\$500.00
Monument Permit Fee	\$15 single/\$25 double	\$25.00	\$25.00	\$20.00
Columbarium niche	\$ -	\$700/800/900/1000	\$600 with \$100 o&c	N/A

Proposed Changes

Saturday Sur-Charge	\$350.00
Open/Close Grave	\$400.00
Vault/Cremaains	
Lot Sale Price	\$500.00
Monument Permit Fee	\$25.00
Columbarium niche	\$750.00
Columbarium ossuarium	\$300.00



Memorial Type	Niche Options	Selling Price Each	Income
All Niches	842	\$750	\$631,500
Memorial Type	Ossuary Spaces	Selling Price Each	Income
Ossuary Space	400	\$300	\$120,000
Total Income			\$751,500





Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: March 4, 2025

Subject: Utility Rates

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of: Resolution No. 2025-10, setting fees for the water utility; Resolution No. 2025-11, setting fees for the sanitary sewer services; Resolution No. 2025-12, setting fees for solid waste collection; and Resolution No. 2025-13, setting fees for the storm water utility service for the City of Dodge City.

Background: In March of 1992, the City Commission adopted Ordinance No. 2997 that sets forth an annual review of utility rates. Rates for utility service are set by the City Commission through adoption of the appropriate ordinance. City Code requires the commission to review rates annually to ensure adequate income is received to cover operational maintenance, capital and debt requirements. At a minimum, the rates for each utility shall be adjusted by the amount of increase in the Consumer Price Index for all Urban Consumers (CPI-U). The CPI-U is tabulated by the Bureau of Labor Statistics. Information obtained indicates that the 5 year average for the CPI-U for water, sewer, and trash collection services for the year 2024 was 4.33%. From this figure, the City of Dodge City will base their increase for water, wastewater, solid waste services and stormwater for 2025. All rates and base fees will be increased by 4.33%. Both the Resolution establishing rates for water and the Resolution establishing rates for sanitary sewer include a section that allows the City to charge one and one half the rate for service outside the city limits.

All fees including Industrial fees have been increased for the sanitary sewer fund. This will include the negotiated rates charged to National Beef, Nor-Am and Mid-America Washout.

Justification: The fee increases are part of an annual review of the fees to ensure adequate income is received to cover the costs of operation, capital and debt.

Financial Considerations: As the operational costs increase, the fees will keep pace to cover the costs of operations, debt payments and capital costs. We continue to make sure the wastewater revenues are adequate to cover future bond payments.

Purpose/Mission: Allowing continued and on-going improvements to the City's utility infrastructure.

Legal Considerations: None

Attachments: Resolutions

RESOLUTION NO. 2025-10

A RESOLUTION ESTABLISHING FEES AND RATES FOR WATER UTILITY SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide water utility service to its citizens; and

WHEREAS, it is necessary for each and every resident using the water utility of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

WHEREAS, Chapter 15, Article I, Section 123 requires the rates for water usage by all residents of the City to be set annually by Commission Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2024-04; adopted on the 18th day of March, 2024, is hereby repealed.

Section 3: RATES ESTABLISHED:

- A. Fees for residents within the corporate limits of the City of Dodge City:
- | | |
|---|----------|
| New Service Connection Fee | \$26.00 |
| New service connection fee | \$52.00 |
| After normal business hours,
Saturdays, Sundays and Holidays | |
| Monthly Base Fee | \$ 10.67 |
|
 | |
| Cost per thousand Gallons water | \$ 2.86 |
|
 | |
| Kansas Water Protection fee | |
| Per thousand gallons water | \$.032 |
|
 | |
| Sales Tax for Commercial Accounts | |
| No Sales Tax on Residential Service | |
- B. Fees for properties outside the corporate limits of the City of Dodge City:
- | | |
|-------------------------------------|---------------------------|
| Residential Property Connection fee | \$2,500.00 per connection |
| Commercial Property Connection fee | \$3,750.00 per connection |
|
 | |
| Monthly Base Fee | \$ 16.01 |
|
 | |
| Cost per thousand Gallons water | \$ 4.29 |

Kansas Water Protection fee
Per thousand gallons water \$.032

Sales Tax for Commercial Accounts
No Sales Tax on Residential Service

A Service fee will also be charged based upon the actual cost the City incurred in the installation of the individual sanitary service to the property.

- C. Fees for the residents within the service area of the City of Wright shall be the same as those listed above, plus any additional fees that were established when the City of Wright was originally provided with water service through the City of Dodge City's Water Utility.
- D. Fees will be one and one half times outside the corporate limits of Dodge City or the area serviced by the Wright Improvement District.

Section 4: LATE FEE: All bills for utility services furnished by the City are payable as specified under Chapter 15, Article I, Section 124. Failure to pay the total utility bill on the required date will result in a charge equal to 10% of the bill.

Section 5: DELINQUENCY FEE: a delinquency fee of \$40.00 will be charged to the past due account if not paid by the reminder due date

Section 6: RESTORATION OF SERVICE AFTER DISCONTINUANCE: Should the utility services be discontinued for being delinquent as outlined in Chapter 15, Article 1, Section 127, service shall be restored upon the payment of all rates, charges, penalties, and delinquency fees due. An additional charge for restoring service on Saturdays, Sundays and holidays is \$15.00.

Section 7: A fee of \$25.00 shall be charged to shut off water service for repair.

Section 8: New utility service applications will be required to provide a current signed and dated lease agreement prior to utility service being granted. The lease agreement will have the current lessee's name that is applying for utility service plus the landlord's name, address and phone number. The lease agreement shall be signed by both parties with current dates. Copies of the lease agreement will be required. If the applicant is delinquent for prior utility services, all delinquent accounts shall be paid and current before utility services is granted.

Section 9: EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2025 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, this
17th day of March, 2025.

Mayor

ATTEST:

Connie Marquez, City Clerk

RESOLUTION NO. 2025-11

A RESOLUTION ESTABLISHING FEES AND RATES FOR SANITARY SEWER SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide wastewater collection and treatment service to its citizens; and

WHEREAS, such wastewater collection and treatment services includes residential, commercial, and industrial users; and

WHEREAS, Federal Regulations require that all users pay a fair and equitable share of the collection of wastewater and for the costs of treatment plant construction, operation and maintenance, and replacement costs.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Sewer Service in Dodge City.

Section 1: REPEAL: Resolution 2024-05 adopted on the 18th day of March, 2024 is hereby repealed.

Section 2: SEWER USE FEES:

Sewer user fees pay for the cost of collection and treatment of wastewater, for operation and maintenance of the wastewater collection and treatment system and for the cost of replacement of components of the system shall be established, as set forth herein below:

2.1 Residential Customers

Monthly Service charge	\$21.46
Monthly volume charge per 1,000 gallons	\$2.90

2.2 Mobile Home Parks served by master meter (s)

Monthly service charge	\$21.46
Master meter monthly accumulative reading, Q, multiplied by \$2.67 per 1,000 gallons	A= (Q) (2.90) (1000)
Total Bill =	T= \$21.46 + A

2.3 Commercial Customers with wastewater having strengths not exceeding 300 mg/1 of five day biological oxygen demand (BOD) or 700 mg/1 of total dissolved solids (TDS) per day:

Monthly service charge	\$21.46
Monthly volume charge per 1,000 gallons	\$2.90

2.4 Industrial Customers and Commercial Customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove but not using the City sewer system:

Monthly service charge	\$21.46
Monthly volume charge per 1,000 gallons	\$2.90
Monthly 5 day BOD charge per lb.	\$0.1509
Monthly TDS charge, per lb.	\$0.0930

2.5 Industrial Customers and Commercial customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove and who use the City sewer system shall pay both a monthly service charge, and a monthly volume and strength charge as specified:

Monthly service charge	\$21.46
Monthly volume charge	\$2.90
Monthly 5 day BOD charge per lb.	\$0.1509
Monthly TDS charge, per lb.	\$0.0930

The calculation of the strength charges for BOD and TDS shall be made as follows:

$$SBOD = V_s \times 8.34 \times CBOD \times BOD$$

$$STDS = V_s \times 8.34 \times CTDS \times TDS$$

$$ST = SBOD + STDS$$

Where:

SBOD shall be the strength charge attributable to 5 day biochemical demand

STDS shall be the strength charge attributable to the Total Dissolved Solids

V_s shall be the wastewater volume in million gallons

8.34 shall be the weight of water, pounds per gallon

CBOD shall be the unit charge for 5 day Biochemical Oxygen Demand in dollars per pound

CTDS shall be the unit charge for Total Dissolved Solids in dollars per pound

BOD shall mean five day BOD in mg/l

TDS shall mean Total Dissolved Solids in mg/l

- 2.6 National Beef, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,616.62 per million gallons
BOD ₅ > 2,889,866 lbs. per month	\$0.0417 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0417 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0417 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0417 per pound above parameter

- 2.7 Mid-America Washout, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater than may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 50,000 gallons of wastewater.

Volume charge if flow <= 1.5 million gallons per month	\$2,103.76 per million gallons
Volume charge if flow >1.5 million gallons per month	\$3,155.64 per million gallons
BOD > 25,020 lbs. per month	\$ 0.0746 per pound above parameter
TSS > 20,016 lbs. per month	\$ 0.0746 per pound above parameter
TDS > 13,448 lbs. per month	\$ 0.0746 per pound above parameter

- 2.8 Nor-Am Logistics South, LLC, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,616.62 per million gallons
BOD ₅ > 2,889,866 lbs. per month	\$0.0417 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0417 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0417 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0417 per pound above parameter

- 2.9 Fees for properties outside the corporate limits of the City of Dodge City.

Residential Property Connection fee	\$2,500.00 per connection
Commercial Property Connection fee	\$3,750.00 per connection
Monthly Service charge	\$32.19
Monthly volume charge per 1,000 gallons	\$4.35

A Service fee will also be charged based upon the actual cost the City incurred in the installation of the individual sanitary service to the property.

3.0 OTHER TYPES OF CONTRIBUTORS

Any person desiring to use the wastewater treatment system by transporting liquid matter to said system by a means other than through the sewer system may do so if the quantity, quality, type, and character of the liquid waste to be deposited in the system is of a type permitted under the laws of the City, and consists solely of organic or biodegradable waste from septic tanks and cesspools.

Such fees shall be based on two factors, a flat fee designed to pay for testing and the cost of administration and billing and a volume charge.

To simplify the administration and accounting for the material dumped, the volume charge will be based on the total volume of the tank used, rather than a measurement of the actual volume of material in the tank. The OMI staff has the right to measure any tank to determine the volume if there is any question about the reported volume.

The septage disposal fee shall be as follows:

Flat fee for administration and testing	\$47.64
Volume charge	\$ 0.2041 per gallon

4.0 EXTRA MONITORING FOR HIGH STRENGTH WASTES

When regulations require monitoring of wastewater from any user, whether for extra strength or for high discharges, that user shall pay a monitoring charge consisting of all costs for personnel, materials and equipment necessary to collect and analyze samples of the wastewater and shall also pay an additional administrative charge of 10% of the cost of collection and analysis.

5.0 EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2025 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 17th day of March, 2025.

Mayor

ATTEST:

Connie Marquez, City Clerk

RESOLUTION NO. 2025-12

A RESOLUTION ESTABLISHING FEES AND RATES FOR SOLID WASTE COLLECTION SERVICE IN THE CITY OF DODGE CITY

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Solid Waste Collection service to its citizens; and

WHEREAS, such Solid Waste Collection services includes both scheduled and non-scheduled garbage, refuse and trash pickup and disposal, and;

WHEREAS, because of current Ford County Landfill regulations, yard waste must be separated from municipal solid waste, now requiring the City to make separate collections, and;

WHEREAS, it is necessary for each and every citizen of the City of Dodge City to pay a fair and equitable share of the cost of this Solid Waste Collection Service.

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

Section 1: REPEAL: Resolution 2024-06; adopted on the 18th day of March, 2024, is hereby repealed.

Section 2: SERVICE TO DWELLINGS:

2.1 Dwellings shall include all single family residences, duplexes, or two family dwellings. Fees for dwellings shall be \$22.20 per month per dwelling.

2.2 Multiple family dwellings shall be all residential buildings, except hotels or motels, having three (3) or more separate living units. Fees for multiple family dwellings shall be \$22.20 for the first dwelling unit and \$14.98 for each additional dwelling unit.

2.3 Special fees. In addition to the base rates provided herein above, special fees shall be charged in those cases where the Sanitation Department personnel shall be required to collect such items as refrigerators, stoves, furniture, etc., and large accumulations of trash or metal. In addition, trash placed by either the poly-kart or dumpster will also be subject to an additional charge.

2.4 Commercial rate. The commercial rate will apply to landlords, contractors, or any other type of business that would require pick up of large accumulations of trash. Fees for commercial poly kart will be \$22.20 and for commercial dumpster will be \$44.40 for one pickup per week and \$44.40 for each additional pickup per week.

Special fees for some items are as follows:

ITEM	FEE
Refrigerators	\$5.00 plus any fee for disposal of compressor or refrigerant
Freezers	\$5.00 plus any fee for disposal of compressor or refrigerant
Air Conditioners	\$5.00 plus any fee for disposal of compressor or refrigerant
Stoves, dishwashers or other white goods	\$5.00 per item
Metal goods	\$5.00 per item
Furniture, mattresses, carpet, or other large household items	\$5.00 per item
Bagged or loose trash not in poly-kart or dumpster	\$2.50 per bag
Should there be more than three (3) items placed at curb for special pickup, these items will be considered as a bulky accumulation and subject to that charge.	
Trees and other large brush accumulations and other bulky large accumulations	Minimum of \$25.00 per load plus \$12.50 per hour plus landfill charges
Tree piles and other bulky items picked up by hand. (Alley Cleanup or Curbside)	Minimum \$12.50 up to 30 minutes additional \$25.00 for over 30 minutes. Landfill fees could also apply in some situations.
Late Pickup	A \$5.00 charge for pickup of items and karts not placed at the curb on the scheduled pick up day.
Roll Off Containers (residential use)	\$50.00 set fee plus landfill charges. Maximum use time five working days from set date. Set fees and landfill fees apply to every time the container is dumped.
Commercial Rates as follows:	
Roll Off Containers (commercial use)	\$100.00 set fee plus landfill charges Maximum use time five working days from set date. Set fees and landfill fees apply to every time the container is dumped.
Large accumulations of brush, loose or bagged household trash, and other bulky large accumulations	\$40.00 per load plus \$25.00 per hour plus landfill fees
Special Cleanup Fee	\$100.00 per hour equipment fee plus \$25.00 per hour staff fee plus landfill charges and any other costs associated to the cleanup

Section 3. SERVICE TO HOME OCCUPATIONS

Home occupations and similar activities, but not including child care facilities shall pay \$22.20 per month fee for the residence and shall also pay an additional \$22.20 per month fee for service to the home occupation.

Section 4. SPECIAL CONDITIONS

Any special conditions not included in the above rate schedule shall be determined by the Director of Public Works, subject to the approval of the Governing Body.

Section 5. DOWNTOWN SANITATION DISTRICT #1

Downtown Sanitation District #1 is defined as all commercial and or residential dwellings between the streets of 3rd Ave and Central Ave between Wyatt Earp Blvd. and Vine Streets. Any occupant of a commercial or residential dwelling that cannot provide proof of Solid Waste Collection services by any sanitation service provider whether commercial or residential shall be placed on the City of Dodge City Solid Waste Collection services. The occupant shall pay \$22.20 per month per dwelling.

Section 6. YARD WASTE

As the Ford County Landfill requires that all yard wastes be separated from solid waste and that all yard waste cannot be bagged, the City of Dodge City requires all residents desiring to have their yard waste disposed of by the City shall rent a container, provided by the City, for a cost of \$3.48 per month. Residents may dispose of yard waste by bagging the waste. Bags may not weigh more than 40 lbs. when full. Crews will pick up the bags for \$1.00 per bag.

Section 7. RECYCLING FEE

A fee of \$3.00 per month will be charged to all utility customers, business and residential, for recycling and the handling and disposing of household hazardous wastes.

Section 8. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2025 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 17th day of March, 2025.

Mayor

ATTEST:

Connie Marquez, City Clerk

RESOLUTION NO. 2025-13

**A RESOLUTION ESTABLISHING FEES AND RATES FOR STORM WATER
UTILITY SERVICE FOR THE CITY OF DODGE CITY.**

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Storm Water Utility Service to its citizens; and

WHEREAS, it is necessary for each and every resident of the City of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Storm Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2024-07; adopted on the 18th day of March, 2024, is hereby repealed.

Section 2: RATES ESTABLISHED:

All properties are assessed \$1.63 per Drainage Unit per month. A Drainage Unit Has been established by Charter Ordinance No. 33.

Section 3. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2025 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS this the 17th day of March, 2025.

Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: March 17, 2025
Subject: M2R Addition Plat
Agenda Item: New Business

Purpose: The applicant wishes to replat this property, zoned C-2 Commercial Highway, in order to sell a portion of the property.

Recommendation: It is City Staff's recommendation to approve this plat. On March 11, 2025, the Planning Commission reviewed and voted 6-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: The applicant is wanting to sell off a portion of the property and will need to have the property replatted in order to do so. This plat consists of 2 lots.

City Commission Options:

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

Financial Considerations: None

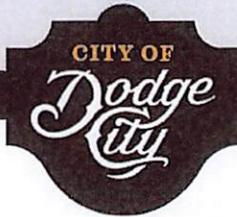
Legal Considerations: None

Mission/Values: Approving this plat will encourage and support growth and development in our community.

Attachments: Plat Application, Plat, Map

Approved for the Agenda by:

Josh Adams, Development Services Director



Case No. 25-05

Date Filed 3/11/25

Application for Plat Approval

Name of Subdivision M2R Addition

General Location Wyatt Exp between 11th + 12th Ave

Name of Property Owner M2R LLC Phone _____

Address _____

Name of Agent Dwight Decker + Phone 316-719-4829

Address Wichita KS

Name of Surveyor Ben Rumbaugh Phone 620-385-0547

Address Spearville KS

Subdivision Information:

A. Gross Acreage of Plat 1.96 (Ac.)

B. Number of Lots:

1. Residential -

2. Commercial 2

3. Industrial -

4. Other -

C. Minimum Lot Frontage 144 ft

D. Minimum Lot Area 0.93 Ac

E. Existing Zoning C2

F. Proposed Zoning C2

G. Public Water Supply Yes No _____

H. Public Sanitary Sewers Yes No _____

Office Use Only:

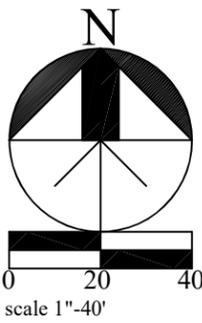
Received in the office of the Zoning Administrator on March 11, 2025,
together with the appropriate fee of \$ 50.00

Walter Stahl Planning + Zoning Admin.
Name and Title

Final Plat M2R Addition

a REPLAT of a portion of Lots 8-14 of A.B. Reeve's Subdivision of Block 22 of Enterprise Addition to the City of Dodge City, Ford County, Kansas

Property Description - A Tract of land located in Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), A.B. Reeve's Subdivision of Block Twenty-two (22) of Enterprise Addition to Dodge City, Kansas, according to the recorded plat thereof, except the South Four (4) feet thereof deeded to the City of Dodge City, Kansas.
 LESS AND EXCEPT two tracts for Wyatt Earp Right of Way as recorded at Book 226 Page 685 and Book 227 Page 277



Basis of Bearings - Bearings are based on a record bearing of N89°11'27"E between found monuments along the north property line at Book 2 Page 141.

- Legend
- ⊗ found x on concrete
 - found 1/2" rebar
 - found 1/2" rebar CLS305
 - found 1/2" rebar LS1382
 - ⊗ set 1/2"x24" rebar and cap PS1601

FORD COUNTY REVIEW SURVEYOR
 I hereby certify that this survey plat was reviewed by me and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Surveys.

SURVEYOR
 I, Benjamin A. Rumbaugh, do hereby certify that I am a Professional Land Surveyor in the State of Kansas and that the property described hereon was surveyed by me on 3-10-2025, and all of the monuments shown exist and their positions are correct to the best of my knowledge.

REGISTER of DEEDS CERTIFICATE:
 STATE OF KANSAS)
 COUNTY OF FORD)

This is to certify that this instrument was filed for record in the office of the Ford County Register of Deeds on this _____ day of _____, 2025 at _____ o'clock __ M in Cabinet/Slide # _____, Doc ID # _____ and is duly recorded.

 Brenda Pogue, Ford County Register of Deeds Fee total \$ _____

TRANSFER RECORD CERTIFICATE:

This is to certify that this instrument was entered into the Transfer Record on this _____ day of _____, 2025. _____
 Debbie Cox, Ford County Clerk

DODGE CITY PLANNING COMMISSION

State of Kansas)
 County of Ford)
 This plat has been submitted to and is hereby approved by the Dodge City Planning Commission this _____ day of _____, 2025.

 Chairman Nathan Littrell, Secretary

THE CITY OF DODGE CITY, KANSAS

State of Kansas)
 County of Ford)
 All Easements described on this Plat are hereby accepted by the Governing Body of the City of Dodge City, Kansas, and are hereby dedicated this _____ day of _____, 2025.

 Mayor Attest: City Clerk

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that M2R, LLC, is the owner of that land included on the plat shown hereon, and that it is the only entity whose consent is necessary to pass clear title to said land and that it hereby consents to the making and recording of said plat and it hereby dedicates said plat to the public.

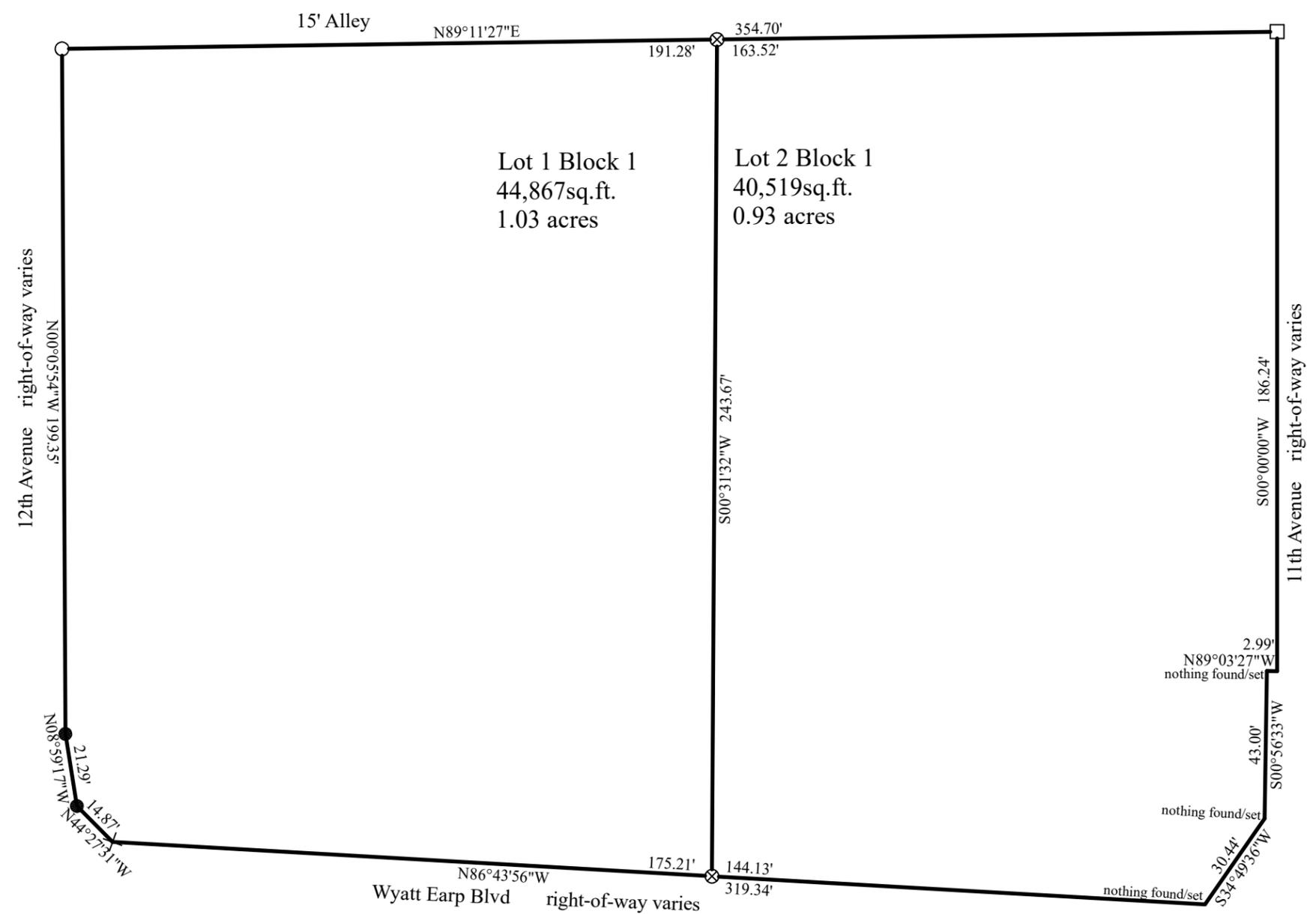
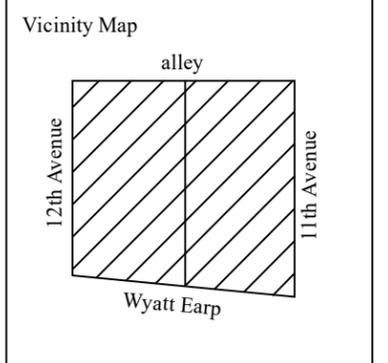
IN WITNESS WHEREOF this dedication is executed this _____ day of _____, 2025.

 Hal W McCoy
 for M2R, LLC

NOTARY ACKNOWLEDGEMENT

State of _____)
 County of _____) ss
 This dedication was acknowledged before me, the undersigned notary public, by Hal W McCoy for M2R, LLC, this _____ day of _____, 2025.

 Notary Public



W. Spruce St.

SPRUCE ST

21 20 19 18 17 16 15

12th Ave.



Proposed Plat

8 9 10 11 12 13 14

11th Ave.

20

W. Wyatt Earp Blvd.

W. WYATT EA

1 7 6 5 4 3 2 1

21



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: March 17, 2025
Subject: BHC Resort Subdivision, Unit 2 Plat
Agenda Item: New Business

Purpose: The applicant wishes to replat this property, zoned C-2 Commercial Highway, in order to sell a portion of the property for development.

Recommendation: It is City Staff's recommendation to approve this plat. On March 11, 2025, the Planning Commission reviewed and voted 6-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: The applicant is wanting to sell off a portion of the property and will need to have the property replatted in order to do so. This plat consists of 4 lots and includes the casino property, adjacent hotel and currently vacant lots. This plat includes travel easements as well as utility easements that will allow for future development of the area.

City Commission Options:

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

Financial Considerations: None

Legal Considerations: None

Mission/Values: Approving this plat will encourage and support growth and development in our community.

Attachments: Plat Application, Plat, Map

Approved for the Agenda by:

Josh Adams, Development Services Director



Case No. 25-04
Date Filed 3/10/25

Application for Plat Approval

Name of Subdivision BHC RESORT SUBDIVISION, UNIT 2
General Location 4000 W. COMANCHE ST.

Name of Property Owner BHC Phone _____
Address 4000 W. COMANCHE ST., DODGE CITY, KS 67801

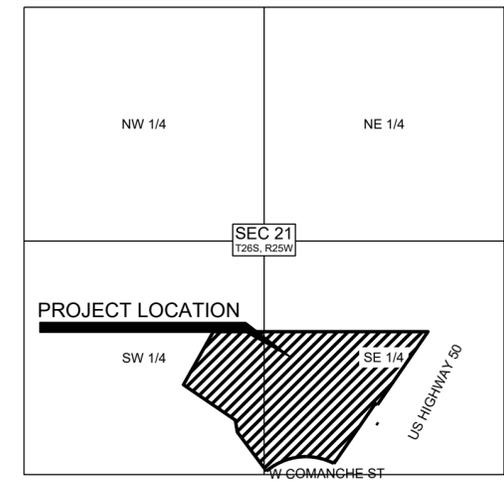
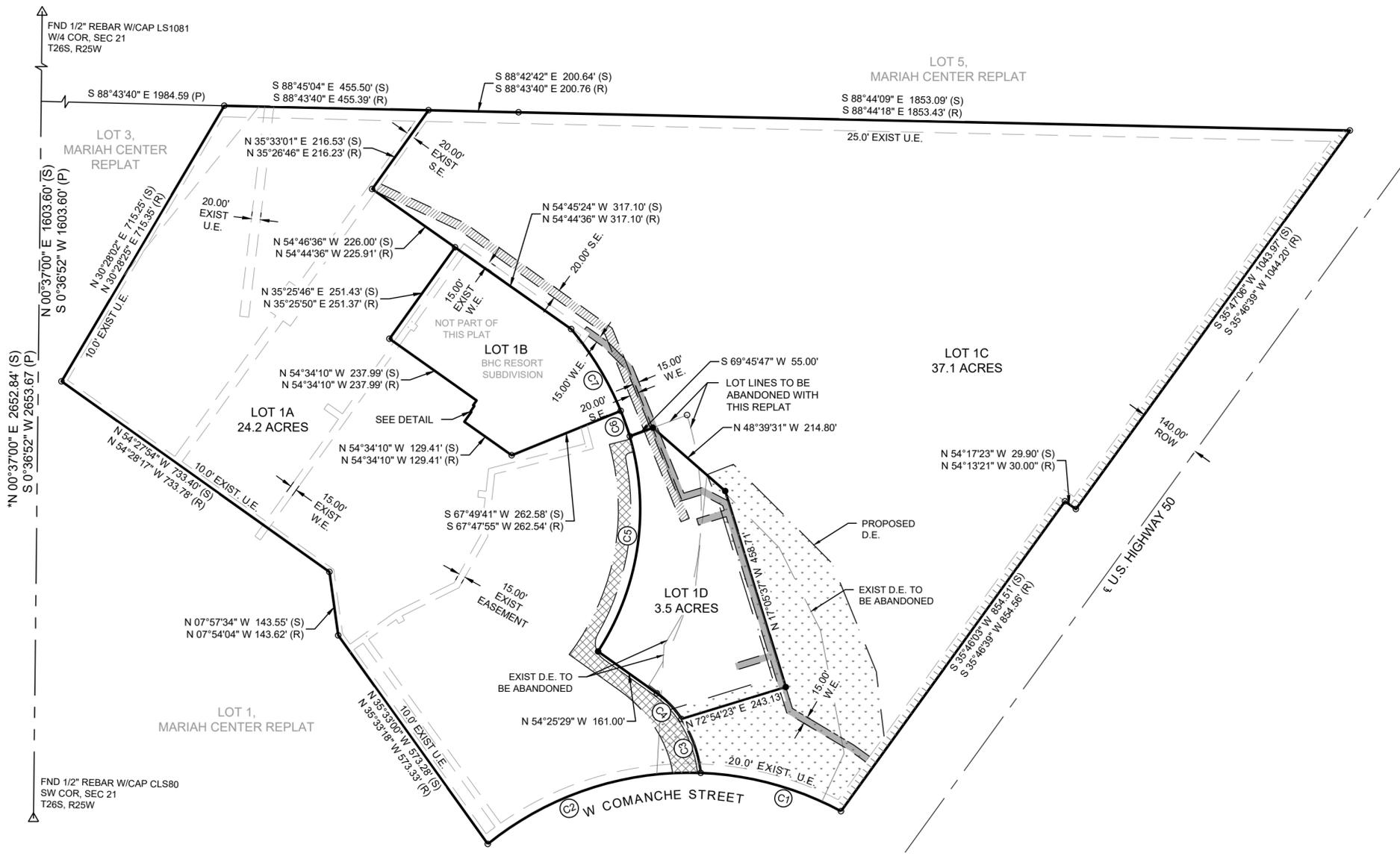
Name of Agent BILL CUNNINGHAM Phone 620-371-0441
Address 506 N. 14TH, DODGE CITY, KS 67801

Name of Surveyor SMM CONSULTANTS Phone 620-255-1952
Address 707 3RD AVE, DODGE CITY, KS 67801

Subdivision Information:

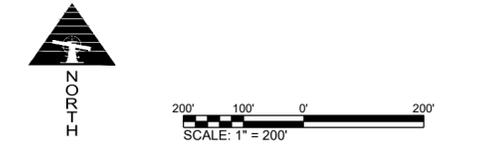
- A. Gross Acreage of Plat 64.8 (Ac.)
- B. Number of Lots:
 - 1. Residential _____
 - 2. Commercial 3
 - 3. Industrial _____
 - 4. Other _____
- C. Minimum Lot Frontage 433'
- D. Minimum Lot Area 3.5 AC
- E. Existing Zoning C2
- F. Proposed Zoning C2
- G. Public Water Supply Yes X No _____
- H. Public Sanitary Sewers Yes X No _____

Office Use Only:
 Received in the office of the Zoning Administrator on March 10, 20 25,
 together with the appropriate fee of \$ 120.00
Nathan Stull Planning & Zoning Admin.
 Name and Title



VICINITY MAP (NOT TO SCALE)

- LEGEND**
- Monument Found (1/2" Rebar).
 - Origin: BHC RESORT SUBDIVISION
 - △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
 - * Assumed Bearing
 - ① Curve Number
 - 1 Line Number
 - (S) Surveyed Dimension
 - (R) Recorded Dimension
 - E.E. Existing Easement
 - Drainage Easement (D.E.) Hatch - Proposed
 - Waterline Easement (W.E.) Hatch - Proposed
 - Travel Easement (T.E.) Hatch - Proposed
 - Sanitary Sewer Easement (S.E.) Hatch - Proposed
 - No Access
 - Property Line
 - Property Line - Abandoned
 - Fence Line
 - Utility Easement (U.E.)
 - Drainage Easement - Proposed
 - Drainage Easement - Abandoned
 - Easement Centerline
 - Travelway Centerline



PROPERTY LINE CURVE DATA (S)

CURVE #	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
C1	710.00	327.11	324.23	26°23'50"	166.51	N 74°39'29" W
C2	710.00	511.34	500.36	41°15'52"	267.33	S 71°28'14" W
C3	280.00	129.01	127.87	26°23'56"	65.67	S 19°31'53" E
C4	210.00	79.87	79.39	21°47'25"	40.42	N 43°41'42" W
C5	583.89	502.17	486.83	49°16'35"	267.80	N 8°19'26" E
C6	686.35	59.86	59.84	4°59'50"	29.95	S 19°34'08" E
C7	686.35	214.87	213.99	17°56'13"	108.32	S 31°06'27" E

PROPERTY LINE CURVE DATA (R)

CURVE #	RADIUS	CHORD BEARING	CHORD DISTANCE	LENGTH
C1	710.00	N 74°41'21" W	323.99	326.87
C2	710.00	S 84°40'33" W	790.44	511.42
C3	280.00	N 19°33'03" W	128.03	129.17
C4	210.00	N 43°39'38" W	79.37	79.85
C6	280.00	N 19°38'46" W	59.97	59.99
C7	280.00	N 31°06'47" W	213.87	214.74

Notes:
 No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent tract is recorded in Book B 256, Page 64, Register of Deeds Office, Ford County, Kansas.

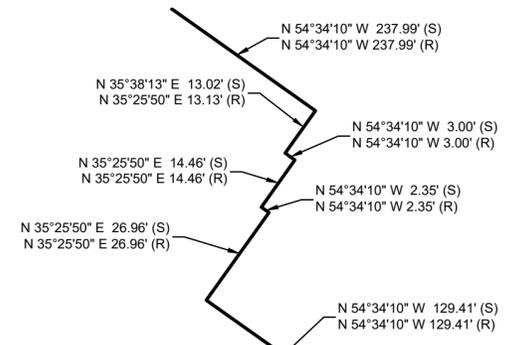
No existing buildings are shown, as per agreement with the owners.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Zoning: "C2"

Floodplain Note:
 Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0195E, effective date, September 25, 2009.

Utility Notes:
 Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.



DETAIL (NOT TO SCALE)

BHC RESORT SUBDIVISION, UNIT 2

A Replat of Lot 1A and Lot 1C, BHC Resort Subdivision
 A subdivision of land in Dodge City, Ford County, Kansas located in Section 21, Township 26 South, Range 25 West of the Sixth Principal Meridian

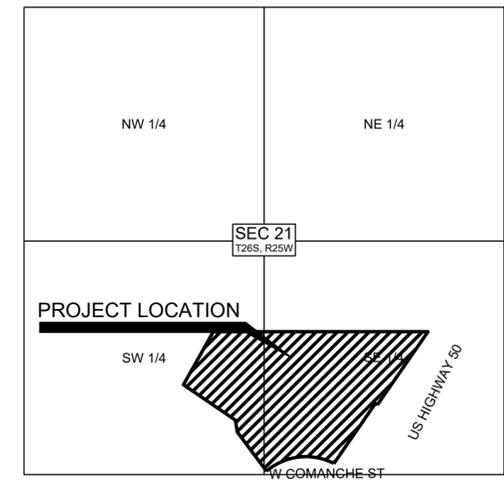
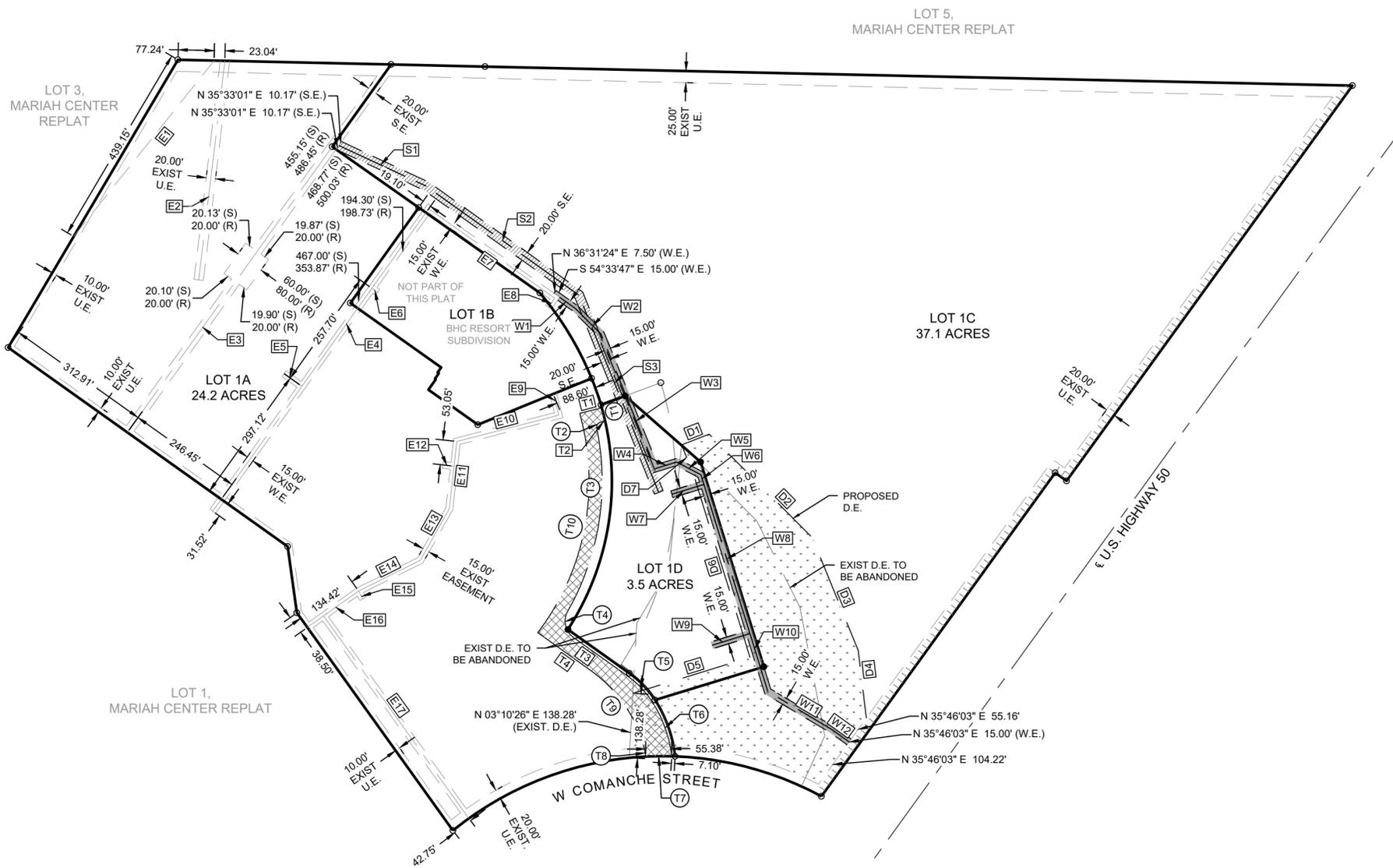
PROGRESS ONLY
FOR REFERENCE ONLY

Civil Engineering • Land Surveying • Landscape Architecture
 www.smhconsultants.com

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 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: JAM Project #2407-0269 TDS #97

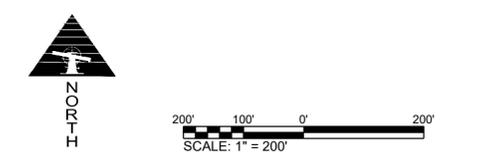
FEBRUARY 2025 SHEET 1 OF 3



VICINITY MAP (NOT TO SCALE)

LEGEND

- Monument Found (1/2" Rebar), Origin: BHC RESORT SUBDIVISION
- 1/2"x24" Rebar w/CLS66 Cap Set
- △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- * Assumed Bearing
- ① Curve Number
- 1 Line Number
- (S) Surveyed Dimension
- (R) Recorded Dimension
- Drainage Easement (D.E.) Hatch - Proposed
- Waterline Easement (W.E.) Hatch - Proposed
- Travel Easement (T.E.) Hatch - Proposed
- Sanitary Sewer Easement (S.E.) Hatch - Proposed
- No Access
- Property Line
- Property Line - Abandoned
- Fence Line
- Utility Easement (U.E.)
- Drainage Easement - Proposed
- Drainage Easement - Abandoned
- Easement Centerline
- Travelway Centerline



E.E. CENTERLINE TABLE (S)

LINE #	LENGTH	BEARING
E1	481.60	N38° 30' 50"E
E2	472.96	S6° 48' 00"W
E3	752.52	S35° 33' 01"W
E4	764.12	S35° 26' 47"W
E5	46.84	N54° 32' 51"W
E6	14.99	S54° 33' 47"E
E7	330.49	N54° 33' 47"W
E8	23.33	N35° 26' 13"E
E9	46.83	N14° 38' 19"W
E10	224.94	N75° 26' 46"E
E11	144.87	N6° 22' 20"E
E12	24.15	N83° 37' 40"W
E13	126.73	N29° 21' 49"E
E14	147.21	N63° 29' 06"E
E15	19.14	S29° 19' 18"E
E16	134.42	N54° 26' 31"E
E17	533.37	N35° 34' 47"W

E.E. CENTERLINE TABLE (R)

LINE #	LENGTH	BEARING
E1	481.49	N14°36'02"E
E2	472.96	S06°48'38"W
E3	995.08	S35°26'46"W
E4	790.35	S44°28'06"W
E5	46.84	N54°33'14"W
E6	15.00	S44°28'06"W
E7	330.51	N54°34'10"W
E8	23.33	N35°25'50"E
E9	46.87	N14°38'19"W
E10	224.94	N75°26'46"E
E11	144.87	N06°22'20"E
E12	24.15	N83°37'40"W
E13	126.73	N29°21'49"E
E14	147.21	N63°29'06"E
E15	19.14	S29°19'18"E
E16	91.97	N54°26'31"E
E17	533.47	N35°34'47"W

W.E. CENTERLINE TABLE

LINE #	LENGTH	BEARING
W1	40.60	S54° 33' 47"E
W2	77.97	S45° 00' 48"E
W3	310.63	S21° 58' 22"E
W4	47.50	N72° 54' 23"E
W5	58.68	S62° 05' 37"E
W6	21.59	S17° 05' 37"E
W7	71.75	N72° 54' 23"E
W8	334.36	S17° 05' 37"E
W9	84.70	N72° 54' 23"E
W10	129.50	S17° 05' 37"E
W11	161.53	S59° 07' 23"E
W12	43.52	S54° 03' 55"E

T.E. LINE TABLE

LINE #	LENGTH	BEARING
T2	11.35	N75° 47' 53"E
T3	141.66	N54° 25' 29"W
T1	49.02	N75° 47' 53"E
T4	138.39	N54° 25' 29"W

T.E. CURVE DATA

CURVE #	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
T1	583.89	29.50	29.50	2°53'42"	14.75	S 14°12'07" E
T2	10.00	15.28	13.83	87°31'26"	9.58	N 32°02'10" E
T3	562.89	406.42	397.65	41°22'08"	212.52	N 8°57'31" E
T4	43.00	63.09	57.58	84°04'04"	38.76	N 12°23'27" W
T5	203.00	77.20	76.74	21°47'25"	39.07	N 43°41'42" W
T6	273.00	124.93	123.84	26°13'12"	63.58	N 19°37'08" W
T7	983.90	55.37	55.36	3°13'27"	27.69	S 89°17'51" W
T8	218.00	47.67	47.57	12°31'43"	23.93	N 14°14'58" W
T9	300.00	177.56	174.98	33°54'39"	91.46	N 37°28'09" W
T10	534.89	495.83	478.27	53°06'43"	267.34	N 10°46'27" E

D.E. LINE TABLE

LINE #	LENGTH	BEARING
D1	62.92	N68° 30' 23"E
D2	312.70	S44° 49' 16"E
D3	261.06	S22° 04' 57"E
D4	146.09	S6° 45' 48"E
D5	262.06	N72° 54' 23"E
D6	403.91	N17° 05' 35"W
D7	74.44	N21° 29' 37"W

S.E. CENTERLINE TABLE

LINE #	LENGTH	BEARING
S1	206.11	N65° 00' 10"W
S2	400.96	N54° 24' 27"W
S3	455.86	N21° 58' 22"W

BHC RESORT SUBDIVISION, UNIT 2

A Replat of Lot 1A and Lot 1C, BHC Resort Subdivision
 A subdivision of land in Dodge City, Ford County, Kansas located
 in Section 21, Township 26 South, Range 25 West of the Sixth
 Principal Meridian

PROGRESSIVE DOCUMENT
FOR REFERENCE ONLY

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 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145
 Drawn By: EDM Project #2407-0269 TDS #97
FEBRUARY 2025 SHEET 2 OF 3

OWNERS CERTIFICATE:

THE UNDERSIGNED, CHRIS REEDY, HEREBY CERTIFIES THAT HE IS THE CEO OF BHCRR LLC, AND IS DULY AUTHORIZED AS AN AGENT FOR BHCRR LLC, AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "REPLAT OF BHC RESORT SUBDIVISION, UNIT 2" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES THE FOLLOWING:

LOTS 1A AND 1C, BHC RESORT SUBDIVISION, CITY OF DODGE CITY, FORD COUNTY, KANSAS

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT. UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS _____ DAY OF _____, 2025.

BHCRR LLC

Chris Reedy, CEO

STATE OF KANSAS)
COUNTY OF FORD) SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "REPLAT OF BHC RESORT SUBDIVISION, UNIT 2" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2025.

CHAIRMAN, TOM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FORD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2025 AT _____ O'CLOCK ____ M. IN CABINET/SLIDE # _____, DOC ID # _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

FEE TOTAL: _____

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2025.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:

SMH Consultants
Tim Sloan, P.S., Vice-President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541
707 3rd Avenue, Suite A,
Dodge City, Kansas 67801
PH: 620-255-1952

SUB-DIVIDER:

WILLIAM CUNNINGHAM
PO Box 1497
Dodge City, Kansas 67801
PH: 620-225-7378

CITY APPROVAL

STATE OF KANSAS)
CITY OF DODGE CITY) SS

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "REPLAT OF BHC RESORT SUBDIVISION, UNIT 2" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2025, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2025.

THE CITY OF DODGE CITY, KANSAS

JEFF REINERT, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY REVIEW SURVEYOR

STATE OF KANSAS)
COUNTY OF FORD) SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2025 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE RE-PLAT OF BHC RESORT SUBDIVISION, UNIT 2, AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2025, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES THE FOLLOWING:

LOTS 1A AND 1C, BHC RESORT SUBDIVISION, CITY OF DODGE CITY, FORD COUNTY, KANSAS



TIM SLOAN, P.S.
VICE-PRESIDENT

Replat of BHC Resort Subdivision Closure Table

POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
57		S 35°47'06" W	1043.97	58	1716984.930	862559.012
58	90°04'29"	N 54°17'23" W	29.90	59	1717002.385	862534.730
59	269°56'34"	S 35°46'03" W	854.51	60	1716309.042	862035.273
RAD: 710.00 LEN: 838.36 TAN: 475.79 CEN.ANG: 67°39'14"						
CHORD: 790.49 MO: 120.19 EXT: 144.68 DEGREE: 08°04'11"						
SEG: 64494 TRI: 233122 SEC: 297616						
60	187°15'21"	S 28°30'42" W	710.00	80	1716859.705	861587.087
80	67°39'14"	N 39°08'32" W	710.00	74	1716235.814	861248.178
60	131°04'58"	S 84°41'05" W	790.49	74	1716235.814	861248.178
74	120°14'05"	N 83°40'05" W	573.28	75	1716702.235	860914.868
75	152°24'34"	N 57°16'09" W	143.55	76	1716844.404	860894.990
76	226°30'20"	N 19°31'53" W	733.40	77	1717270.653	860298.182
77	95°04'04"	N 57°12'01" E	715.25	78	1717887.137	860660.845
78	119°13'06"	S 35°24'26" E	455.50	72	1717877.209	861116.234
72	179°57'38"	S 43°41'42" E	200.64	73	1717872.698	861316.827
73	180°01'27"	S 54°25'29" E	1853.09	57	1717831.815	863169.469
57	55°28'45"					

PERIMETER: 7441.44 CUMULATIVE PERIMETER: 7441.44
APPROX: SQ. FEET: 2944253 ACRES: 67.59
APPROX: TOTAL - SQ.FEET: 2944253 ACRES: 67.59

CORRECT ENDING COORDINATES, NORTH: 1717831.814 EAST: 863169.467
ENDING COORDINATES, NORTH: 1717831.815 EAST: 863169.469
ERROR, N: 0.001 E: 0.002 TOTAL: 0.002 BRG: S 56°00'15" W
DISTANCE TRAVERSED: 7393.57 CLOSURE: 3833400

BHC RESORT SUBDIVISION, UNIT 2

A Replat of Lot 1A and Lot 1C, BHC Resort Subdivsion
A subdivision of land in Dodge City, Ford County, Kansas located
in Section 21, Township 26 South, Range 25 West of the Sixth
Principal Meridian

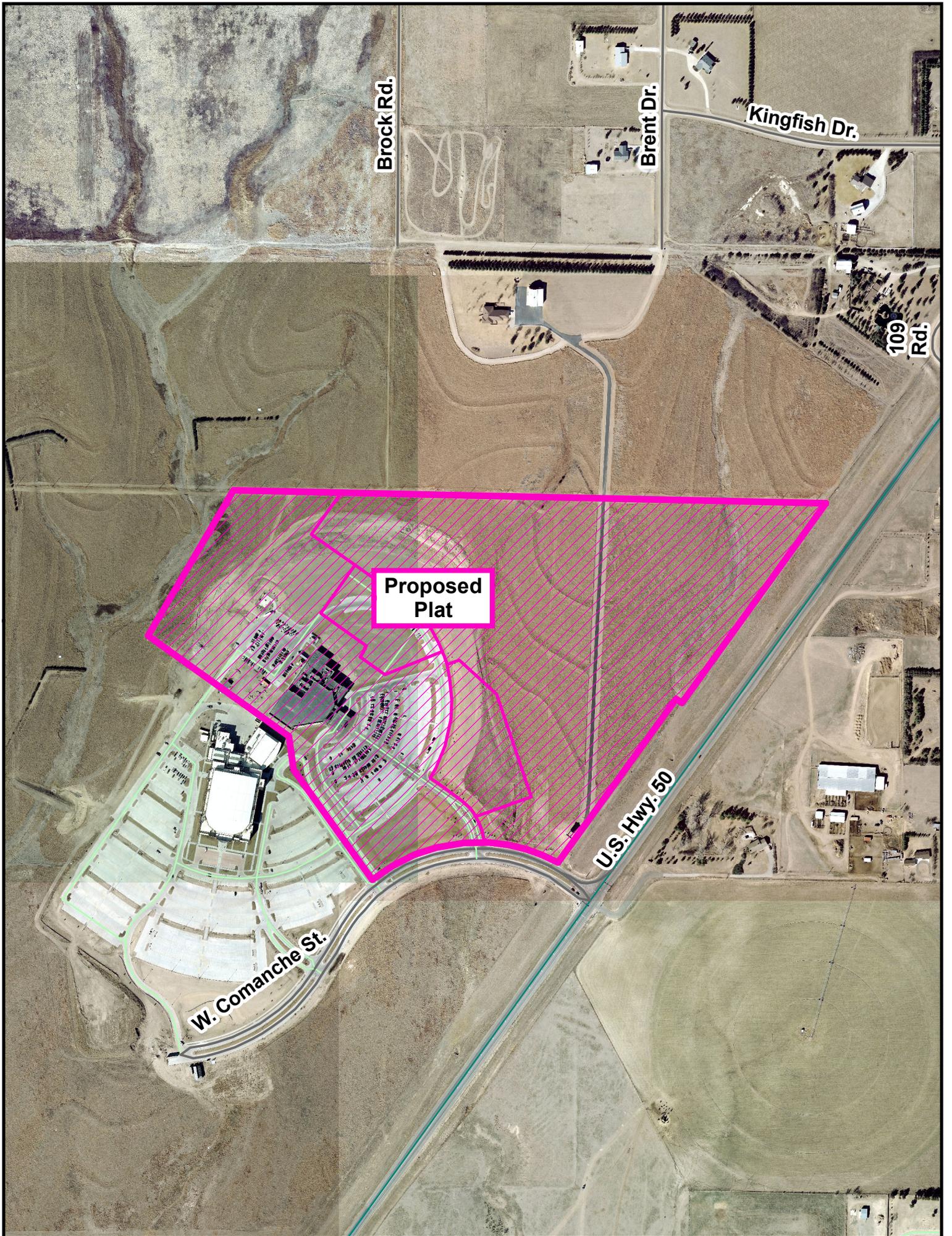


Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: JAM Project # 2407-0269 TDS #97

FEBRUARY 2025



Brock Rd.

Brent Dr.

Kingfish Dr.

109 Rd.

Proposed Plat

U.S. Hwy. 50

W. Comanche St.



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: March 17, 2025

Subject: Approval of Parks Department Green Climber slope mowers and attachments

Agenda Item: New Business

Recommendation: Staff recommends approval of the bid from Key Equipment for a 2022 Green Climber LV600 Plus remote controlled tractor and FTR400 16" stump grinder at a cost of \$96,043.78. Additionally, staff recommends approving the bid from Prairieland Contracting LLC for a 2023 Green Climber LV600 Plus tractor with a TF130 54" forestry head for \$75,000. An update kit for the Prairieland tractor, purchased from Key Equipment, will cost \$11,753.54. The total cost of this request is \$182,797.32.

Background: The Parks Department continues to explore safer and more efficient ways for employees to complete their work. One of the highest-risk areas includes slopes, drainage ways, and minimally maintained sections of mowing routes. Currently, the Forestry Department relies on a 1999 Vermeer stump grinder, which has become increasingly prone to breakdowns and rising maintenance costs.

The Green Climber LV600 Plus remote-controlled tractor offers an industrial-grade solution with multiple attachment options, including a forestry head capable of handling 6-inch trees, a 16-inch stump grinder, a flail mower, a finish mower, a snow blower, and a broom. Powered by a 56HP Kohler Tier 4 Final liquid-cooled diesel engine, it features expandable tracks for climbing slopes up to 60 degrees, a remote-control range of 500 feet, a 4.8 MPH speed, and an auto-reversing cooling fan for the radiator.

In November 2024, an RFP was issued for a remote-controlled tractor with accessory capabilities to meet our mowing and stump grinding needs. Key Equipment submitted the only proposal, offering a Green Climber LV800 with all requested attachments. During discussions, they revealed a 2022 LV600 New Old Stock unit with only two hours of use available at a dealership for \$82,500. Additionally, staff found a privately owned 2023 Green Climber LV600 in Marysville, Kansas, with a forestry head attachment and just 50 hours of use. Maintained by a trained mechanic, this unit includes extra batteries, carbide teeth, and factory accessories. It would require an update package from Green Climber, which Fleet Maintenance could install as needed. This unit is being sold due to minimal use by the owners.

Acquiring two tractor units would allow the Parks and Forestry Departments to operate simultaneously, preventing work delays and reducing the risk of mowing falling behind during peak summer months, a recurring issue in recent years. Designed for heavy-duty operations, these machines provide durability and versatility, supporting potential future expansions into snow removal, trenching, and spraying. Most importantly, remote operation keeps employees at a safe distance, minimizing exposure to steep slopes, flying debris, and exhaust fumes.

City Commission Options:

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

Financial Considerations: These purchases are budgeted through the Capital Equipment Program Outline, with \$100,000 allocated for replacing the slope mower and another \$100,000 designated for replacing the stump grinder. To help offset the cost, the two Kut Kwick mowers and the existing stump grinder will be sold at auction.

Amount: \$182,797.32

Fund: 140 Dept: 52100 Expense Code: 441005

Budgeted Expense Grant Bonds Other

Legal Considerations: Legal staff will review any purchase agreements prior to signing them.

Mission/Values: This purchase aligns with the City's mission and goal to make Dodge City the best place to live while providing a safe work environment for all employees.

Attachments: LV600 Pro Proposal, Update Estimate, Prairieland Contracting Bill of Sale, Green Climber LV600 Plus information

Approved for the Agenda by:



Daniel Cecil, Parks and Recreation Director

03/05/25

City of Dodge City
Attn: Mr. Daniel Cecil
100 Chaffin RD.
Dodge City, KS 67801

Green Climber^{MA}

Re: Green Climber LV600 Pro

Dear Daniel,

Thank you for your interest in remote controlled slope mowers. We are proud to represent Green Climber remote control industrial slope mowers. Green Climber Mowers can handle your most difficult tasks. These mowers work on slopes of up to 60 degrees, can be remotely operated from a distance of 500 ft., and can take down overgrowth up to 8" in diameter. Their low center of gravity keeps them glued to the ground. The engineering on these remote controlled mowers is industrial-grade to tackle your most demanding slope mowing needs with agility and dependability. That's performance. That's production. That's operator safety.

Perfect for grasses, brush and trees up to 6 inches, the Green Climber LV600 is the tool you need for your tough jobs including road maintenance, light forestry, and even fire breaks. Multiple attachments allow for flail cutting, guard-rail deck mowing, and finish mowing. For those in winter states the snow-blower attachment makes the Green Climber an all-season workhorse.

Features:

- Kohler 1903TCR Diesel 56hp Tier 4 Final liquid cooled engine
- Fuel Tank: 10 gallons
- Track Extension: 16 inches
- Track width: 54 – 70inches
- Cutting width: 51 inches
- 60 degree slope capacity – all directions
- Remote Range: up to 1,000 feet
- Hydraulic flail floating
- Flail Side Shift: 16 inches L & R
- Speed: 5.5 MPH
- Digital Computer w/Maintenance Notifications
- On-board battery charger
- Clean-fix auto reversing fan
- Multiple attachments available
- Multiple track treads

NOS LV600 PRO: \$82,500.00 (unit dependent on availability)
FTR400 16" Stump Grinder: \$13,543.78
Total: \$96,043.78

All applicable state and local taxes not included in price.

Thank you for your consideration of Key Equipment & Supply Co. and Green Climber. If you have any questions, or would like additional information, please don't hesitate to contact me at 913-915-4967 I look forward to assisting you with safer vegetation management.

Respectfully,

Vince Deason

Territory Manager
Key Equipment & Supply Co.



Sample Photos

Customer Signature: _____ Date: _____

PO# _____ (if required)

St. Louis

Key Equipment & Quality Rents
13507 Northwest Industrial Drive
Bridgeton, MO 63044
800-325-4323

Kansas City

Key Equipment & Quality Rents
6716 Berger Avenue
Kansas City, KS 66111
800-262-0149

Springfield

Key Equipment & Quality Rents
1315 Ottis Street
Springfield, IL 62703
217-313-7408

Estimate

Master Number: 22707

Location: KC01

Estimate : KCQ003919

Date : 3/6/2025

Sold To: Account #: 098800-02

Ship To: 098801

FOB:

CITY OF DODGE CITY

P.O. BOX 880
DODGE CITY KS 67801

Phone: (620) 225-8171 Fax: (316) 225-8195

DODGE CITY - SHIP TO
100 CHAFFIN RD.
DODGE CITY KS 67801
Contact:

(620) 225-8171

Entered By: RSINGLETERY Req Ship Date: 3/6/2025

PO Number: QUOTE

Sold By: V Deason

Terms: NET 30

Ship Via: DELIVERY

Item Number	Description	UOM	Quoted	Unit Price	Ext. Price
1520030315	LV600PRO ROLLER KIT 240MM	EACH	2.00	\$1,086.91	\$2,173.82
1520030127	REAR ROLLER KIT	EA	2.00	\$945.00	\$1,890.00
2GC1502025	COMPLETE DOUBLE CAST IRON ROLLER	EACH	12.00	\$640.81	\$7,689.72

Subtotal	\$11,753.54
Discount	\$0.00
Miscellaneous	\$58.77
Freight	\$0.00
Tax	\$0.00
Total	\$11,812.31

This estimate is not guaranteed. The price named in the estimate is an approximation of the project requirements as described by the client. The actual cost may change after all of the project elements have been negotiated and finalized. The client will be informed of any changes in cost in advance. This estimate is valid for a period of 30 days from the date of issuance.

Effective July 1, 2024, all credit card transactions totaling \$1,500.00 or more will be charged a 3% Service Fee.

KANSAS DEPARTMENT OF REVENUE
BILL OF SALE
ksrevenue.gov

This Bill of Sale is an affidavit of the amount of money or value that was exchanged between the seller(s) and buyer(s) for the vehicle listed herein. ONLY antique vehicles (vehicles 35 years old or older) can have the ownership transferred (sold) by bill of sales. All other vehicles sold by or purchased from a Kansas resident must have the ownership transferred (sold) by assigned title.

Seller Information

Printed Name PrairieLand Contracting LLC
Address 2250 1st Rd
City Greenleaf
State Kansas
ZIP 66943

Buyer Information

Printed Name City of Dodge City
Address 100 Chaffin Road
City Dodge City
State Kansas
ZIP 67801

Vehicle Information

Year 2023 Make LV600
Model MDB

VIN 0592

Purchase Price: \$ 75,000.00

Date of Sale: _____

By our signatures, we swear and affirm the above stated purchase price is true and accurate under penalty of perjury. I am aware that the law provides severe penalties for making false statements under oath.

Signature of Seller _____

Date _____

Signature of Buyer _____

Date _____

Antique Vehicle Transfer of Ownership

Complete only if no title is available.

This section of the bill of sale is to be used to transfer ownership of an antique vehicle (vehicle that is 35 model years old or older) when there is no Kansas title for the vehicle in the name of the owner / seller. All information in the bill of sale above and the antique vehicle transfer of ownership below MUST be complete for this to be a valid assignment of ownership. If a non-Kansas resident owns the antique vehicle and the vehicle is not maintained / garaged in Kansas, the ownership of the vehicle must be transferred according to the laws of the seller's home state of residence.

I, the undersigned, certify that I am the owner of this antique vehicle, which is listed above, and on this day I have sold and am transferring ownership of this vehicle to _____ listed above as buyer. To the best of my knowledge, no title has been issued in my name for this vehicle in any titling jurisdiction.

I further certify that I will guarantee this vehicle to be free and clear from all defects, liens or encumbrances of any nature whatsoever and that I will indemnify any subsequent purchaser of same for any loss sustained should anyone prove ownership of said vehicle superior to my title.

Date vehicle was sold and delivered: _____

Signature of Seller: _____

**Notice to Buyer:
Vehicle**

All antique vehicles 60-years old or newer sold on a bill of sale must obtain an MVE-1, (Motor Examination) issued by the Kansas Highway Patrol or their designee and submit the MVE-1 with this bill of sale when applying for antique title. Application for title must be made within 60 days of the purchase date in the county treasurer's motor vehicle office in the county in which the vehicle will be located / garaged. Penalty will be assessed on and after the 61st day.

Green Climber
Challenge Accepted!



LV600 PLUS

LV600 PLUS



REMOTE CONTROLLED SLOPE MOWER

SPECIFICATIONS LV600 PLUS

Engine	Kohler Turbo 42 Kw
Horsepower	56HP
Torque	225 Nm
Fuel type	Diesel
Fuel capacity (L)	32
Ground speed (Km/hr)	8
Standard Flail Weight	250kg
Machine Weight only	1470kg
Flail Speed	3300 rpm

Machine Height	1180mm
Machine Length	2160mm
Machine Width	1360-1760mm

Main attachment pump	(piston closed loop) 83 lt/min @320bar
Service pump	24 lt/min @ 180bar
Extendable undercarriage	(Closed) 1360 mm (Open) 1760 mm
Attachment sideshifting	(Hydraulic) 400 mm + (Mechanical) 400 mm

Attachments	Pallet Forks	Stump Grinder
	Loader Bucket	Grapple
	Gruffalo	Sprayer
	Heavy Duty Forestry Flail	

FEATURES

Powerful 3-cylinder KOHLER TURBO INTERCOOLER COMMON RAIL ENGINE	Patented undercarriage to climb steep slopes and anti-de-tracking system of the tracks.
Engine lubrication patented by MDB for continuous use on steep slopes of up to 60°.	The reversible fan and an oversized radiator allow for continuous work at full power also at high outside temperatures.
The integrated hydraulic side-shifting plate allows for lateral adjustment of the attachment of up to 400mm.	The totally hydraulic floating attachment plate of the mulcher allows the tool to remain constantly in contact with the floor.
Integrated cylinders allow for widening of the tracks from 1360mm up to 1760mm (patented system).	2 auxiliary lines (1 prop. + 1 on/off). Tow Hook.

www.greenclimber.com.au

greenclimberaustralia
 greenclimberau

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