



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, June 16, 2025

7:00 p.m.

MEETING # 5312

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Steve Ormord, First Baptist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Iron Flats Addition Assessments

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

CRAB 15th Anniversary Proclamation

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

CONSENT CALENDAR

1. Approval of June 2, 2025, City Commission Study Session.
2. Approval of June 2, 2025, City Commission Meeting Minutes.
3. Appropriation, Ordinance No. 12, June 16, 2025
4. Cereal Malt Beverage License:
 - a. Riverside RV Park, 500 Cherry Street
 - b. River Stop, 705 S. 14th Avenue.
 - c. Spee-D-Stop, 2615 Gary Avenue.

(On file in City Clerk's Office)
5. Approval of Payments for Temporary Construction Easements for South Dodge Trail Extension.

ORDINANCES & RESOLUTIONS

Ordinance No. 3832: An Ordinance Designating Dodge City Days as a Special Event in the City of Dodge City, Kansas. Report by Nicole May, Finance Director.

Ordinance No. 3833: An Ordinance Levying Special Assessments on Certain Property to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas, as Heretofore Authorized by Resolution No. 2023-12 of the City; and Providing for the Collection of Such Special Assessments. Report by Nicole May, Finance Director.

Resolution No. 2025-18: A Resolution Designating the Fidelity State Bank and Trust Company, Dodge City, Kansas, as an Official Depository Bank, and Stating the Official Signers on the Accounts. Report by Nicole May, Finance Director.

Resolution No. 2025-19: A Resolution of the City of Dodge City, Kansas, Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof (2025.Streets). Report by Nicole May, Finance Director.

Resolution No. 2025-20: A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Dodge City, Kansas; Making Certain Findings for the Making of the Improvements in Accordance with Such Findings (15th Avenue Development). Report by Nicole May, Finance Director.

UNFINISHED BUSINESSES

1. Approval of Direct Pay Agreement Between Sunview Development LLC and Dodge City. Report by Nicole May, Finance Director.

NEW BUSINESS

1. Approval to Purchase a Dump Truck with Snow Plow for Public Works Utility Department. Report by Ryan Reid, Director of Administration Services.
2. Approval of Change Order #2 for United Village Sub-Division. Report by Ray Slattery, Director of Engineering.
3. Approval of the Purchase and Installation of a New Entrance Sign at Dodge City Regional Airport. Report by Corey Keller, Director of Public Works.
4. Approval for the Purchase of Materials and Boring Services for the Relocation of the Waterline on 113th Road. Report by Corey Keller, Director of Public Works.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



CRAB 15th Anniversary Proclamation

WHEREAS, the City of Dodge City recognizes that cities that proactively welcome new residents and take steps to ensure their successful integration will be strategically positioned as globally competitive, 21st century leaders; AND

WHEREAS, the City of Dodge City is committed to building a welcoming and neighborly atmosphere in our community where all people are welcome, accepted, and integrated; AND

WHEREAS, the City's Cultural Relations Advisory Board exists as a resource for intercultural awareness, education, and celebration among all people; AND

WHEREAS, the Cultural Relations Advisory Board has spearheaded many community and civic engagement events including Welcoming Week events, Engage Dodge, and numerous multicultural presentations; AND

WHEREAS, the Cultural Relations Advisory Board was created on June 21, 2010 marking this year as the Board's 15th year anniversary.

NOW, THEREFORE, I, Jeff Reinert, Mayor of the City of Dodge City, do hereby proclaim June 21st, 2025 to be the 15th Anniversary of the Cultural Relations Advisory Board and recognize the Board's past and future work to promote amicable relations among the residents of Dodge City.

ATTEST:

Jeff Reinert, Mayor

Connie Marquez, City Clerk



CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, June 2, 2025

6:00 p.m.

STUDY SESSION

Mayor Jeff Reinert opened the study session with all commissioner's present. Commissioner Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns.

Director of Engineering, Ray Slattery, City Engineer, Tanner Rutschman, and Slay Estrom of TranSystems gave a presentation on Safe Streets for All, Dodge City Action Plan.

Executive Director, Joann Knight and Assistant Director, Mollea Wainscott gave an overview of the Dodge City/Ford County Development Corporation and all the involvement they have with the different organizations.

ADJOURNMENT

Commissioner Michael Burns moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, June 2, 2025

7:00 p.m.

MEETING # 5311

CALL TO ORDER

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

INVOCATION BY: Pastor Steve Ormord, First Baptist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Mayor Jeff Reinert moved to approve the agenda. Commissioner Rick Sowers made a motion to accept the agenda as presented. Commissioner Daniael Pogue seconded the motion. The motion carried 5 - 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).

Mike Benzel of Christian Motorcycle Association held their annual rally here in Dodge City at the Hoover Pavilion in Wright Park. He wanted to thank the City for the hospitality and for the use of the facilities. He stated all went well and they would be back next year again.

CONSENT CALENDAR

1. Approval of May 16, 2025 Study Session Minutes.
2. Approval of May 19, 2025 City Commission Meeting Minutes,
3. Appropriation, Ordinance No. 11, June 2, 2025
4. Cereal Malt Beverage License:
 - a. Walmart Store, 1905 N. 14th Avenue
(Application on file in City Clerk's Office)

Commissioner Michael Burns moved to approve the consent calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3831: An Ordinance amending Chapter 14, Article 2, Section 204 of the Code of the City of Dodge City was approved on a motion by Commissioner Michael Burns. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-16: A Resolution for the temporary suspension and waiver of certain provisions of Ordinance No. 2838 and the 2018 International Fire Code pertaining to the discharge of fireworks within the city limits of the City of Dodge City, KS was approved on a motion by Commissioner Chuck Taylor. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-17: A Resolution adopting a vision zero policy and proclaiming the City's commitment to end traffic fatalities and serious injury crashes in Dodge City and implementation of a Safe Streets and Roads Plan for All by 2040 was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Commissioner Daniel Pogue made a motion to approve the bids for Pickup Trucks for various divisions from Lewis Chevrolet and Lopp Motors in the amount of \$388,572.59. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
2. Commissioner Michael Burns made a motion to approve the submittal Dodge City's Safe Streets and Roads for All (SS4A) Implementation Grant Application with all documentation being executed by the City Manager Nick Hernandez authorization to sign all documentation. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

3. Commissioner Daniel Pogue moved to approve the Bid from Culligan in the amount of \$57,148 for the Water Softener, Plumbing and Pipe Installation
4. for United Wireless Arena and Boot Hill Casino and Resort Conference Center. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
5. Commissioner Chuck Taylor made a motion to approve the replat of the property (Westview Place, No. 3 Plat) zoned R-2 residential medium density, to allow for the creation of 2 lots and utility easement. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
5. Commissioner Chuck Taylor made a motion to approve the quote from J'Dubs Welding & Inspections in the amount of \$ 127,261.20 for Handrail Fabrication for North Bound 14th Avenue Bridge. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Michael Burns made a motion to adjourn the meeting.
Commissioner Daniel Pogue seconded the motion. The motion carried 5 -0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: June 16, 2025

Subject: Approve Payment for Temporary Construction Easements for S. Dodge Trail Extension, PK 2202

Agenda Item: Consent Calendar

Purpose: The purpose of this is to approve the payment of the temporary construction easements required for the construction of the S. Dodge Trail extension.

Recommendation: Approve the purchase price for the temporary construction easements for the S. Dodge Trail extension.

Background: The City needs to acquire several permanent easements and temporary easements for the construction of the S. Dodge Trail extension. The City's agent for the acquisition has been working on acquiring the easements. Appraisals were completed and offers negotiated. The compensation was determined as to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition.

City Commission Options:

1. Approve Purchase Price of Easements
2. Disapprove Purchase Price of Easements
3. Table for further discussion

Financial Considerations: The negotiated temporary construction easement offers follow:

Brian Crumb	\$ 500.00
Leana Marie Saldana	\$1,365.00
Nancy Batres-Martinez	\$ 750.00
Niunor Ochoa & Lilia Flores	\$1,205.00
Guadalupe Solis & Rosa Maria Mota	<u>\$ 500.00</u>
TOTAL	\$4,320.00

Amount \$: 4,320.00

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: Proceed with payment easements.

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

Attachments: Contract for the purchase of the Temporary Construction Easements

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

City of Dodge City
Project: South Dodge Trail
Property Address: 703 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 27 day of May, 2025 by and between, **Brian Crumb, a single person** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 703 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easements is \$500.00.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.
4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer’s execution of this Agreement, Buyer shall be entitled to

the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

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

Seller: Brian Crumb

BY: Brian Crumb
Brian Crumb

BUYER: CITY OF DODGE CITY, KANSAS

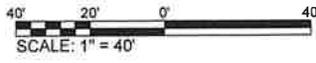
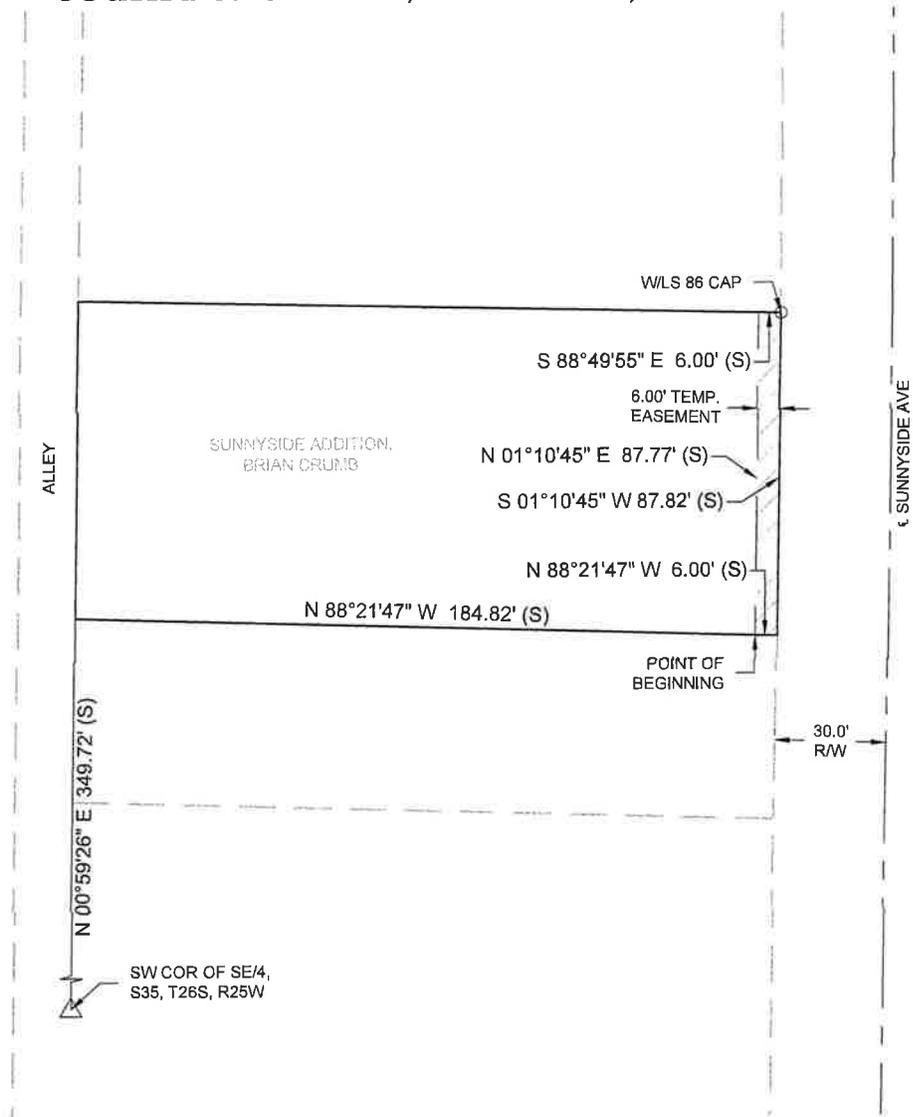
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

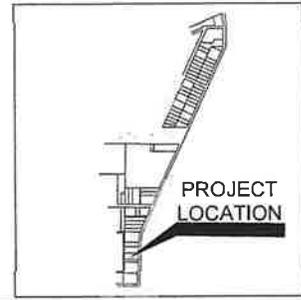
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- Monument Found (1/2" Rebar),
Origin: Unknown, Unless Otherwise Noted
- △ Section Corner, NOTE: All section corner monument
origins are unknown unless otherwise noted.
- (S) Surveyed Dimension
- Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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) 428-8677

TEMPORARY EASEMENT EXHIBIT
SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Sunnyside Addition, in the Southeast Quarter of Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 00°59'26" E 349.72 feet and S 88°21'47" E 184.82 feet from the Southwest Corner of the Southeast Quarter of said Section 35; thence
N 01°10'45" E 87.77 feet; thence
S 88°49'55" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 01°10'45" W 87.82 feet; thence
N 88°21'47" W 6.00 feet to the point of beginning, containing 527 square feet.
Tim Sloan, PS-783, January 27, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH
CONSULTANTS

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) 428-8677

Exhibit #36 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 415 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 29 day of May, 2025 by and between, **Leana Marie Saldana** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 415 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easements is \$1,365.00. Broken out as \$500.00 for a Temporary Construction Easement and \$865.00 for one tree as a Cost to Cure.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable. Seller agrees and acknowledges the Purchase Price set forth in Paragraph 2 herein includes compensation for the loss of such items, and therefore Buyer is under no further obligation to repair, reconstruct or replace such items.

4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:

- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
- (b) the consideration herein expressed is contractual and not a mere matter of recital; and
- (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
- (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
- (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
- (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
- (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
- (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
- (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
- (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
- (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

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

SELLER: Leana Marie Saldana


Leana Marie Saldana

BUYER: CITY OF DODGE CITY, KANSAS

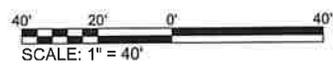
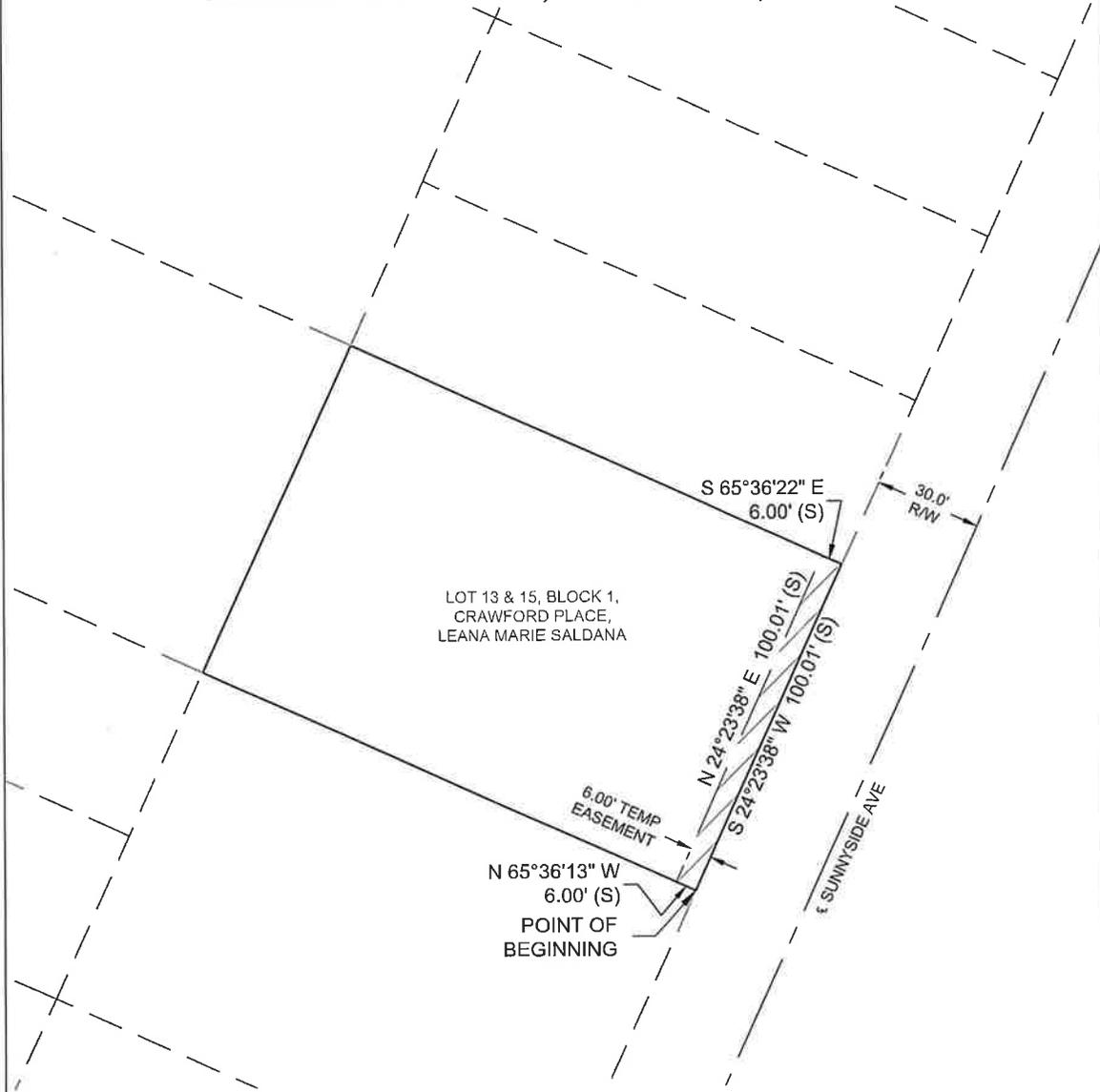
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- (S) Surveyed Dimension
-  Temporary Easement Hatch

VICINITY MAP



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) 428-8677

Exhibit #19 Drawn By:RJC Project #2304-0120 TDS #94

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Lots 13 and 15, Block 1, Crawford Place, in Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 13, Block 1, Crawford Place: thence
N 65°36'13" W 6.00 feet; thence
N 24°23'38" E 100.01 feet; thence
S 65°36'22" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 100.01 feet to the point of beginning, containing 600 square feet.
Tim Sloan, PS-783, February 25, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH CONSULTANTS

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) 428-8677

Exhibit #19 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 315 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 14 day of June, 2025 by and between, Nancy Batres-Martinez (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 315 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easements is \$500.00.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.
4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer’s execution of this Agreement, Buyer shall be entitled to

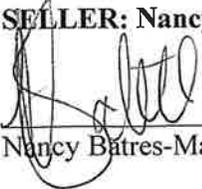
the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:
- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
 - (b) the consideration herein expressed is contractual and not a mere matter of recital; and
 - (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
 - (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
 - (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
 - (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
 - (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
 - (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
 - (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
 - (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
 - (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

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

SELLER: Nancy Batres-Martinez



Nancy Batres-Martinez

BUYER: CITY OF DODGE CITY, KANSAS

Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

LOT 5, BLOCK 2,
CRAWFORD PLACE,
NANCY BARTES-MARTINEZ

S 65°38'19" E
6.00' (S)

N 24°23'38" E 50.00' (S)
S 24°23'38" W 50.00' (S)

6.00' TEMP
EASEMENT

N 65°38'19" W 6.00' (S)
POINT OF
BEGINNING

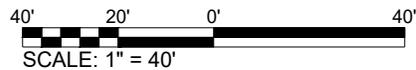
ε SUNNYSIDE AVE

30.0'
R/W

ε HAZEL AVE



N
O
R
T
H



LEGEND

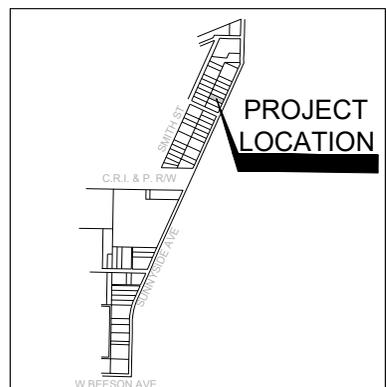
- Monument Found (1/2" Rebar),
Origin: Unknown, Unless Otherwise Noted

(S) Surveyed Dimension



Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



SMH CONSULTANTS

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) 428-8677

Exhibit #10 Drawn By:RJC Project #2304-0120 TDS #94

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Lot 5, Block 2, Crawford Place, in Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 5, Block 2, Crawford Place: thence
N 65°38'19" W 6.00 feet; thence
N 24°23'38" E 50.00 feet; thence
S 65°38'19" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 50.00 feet to the point of beginning, containing 300 square feet.
Tim Sloan, PS-783, March 11, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH CONSULTANTS

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) 428-8677

Exhibit #10 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 307 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 3 day of June, 2025 by and between, **Niunor Ochoa and Lilia Flores** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 307 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such easements is \$1,205.00. Broken out as \$500.00 for a Temporary Construction Easement and \$705.00 for fencing as a Cost to Cure.

3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable. Seller agrees and acknowledges the Purchase Price set forth in Paragraph 2 herein includes compensation for the loss of such items, and therefore Buyer is under no further obligation to repair, reconstruct or replace such items.

the Purchase Price set forth in Paragraph 2 herein includes compensation for the loss of such items, and therefore Buyer is under no further obligation to repair, reconstruct or replace such items.

4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

5. Additional Terms: Each party agrees, acknowledges, warrants and represents:

- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
- (b) the consideration herein expressed is contractual and not a mere matter of recital; and
- (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
- (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
- (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
- (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
- (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
- (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
- (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
- (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
- (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

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

SELLER: Niunor Ochoa

Niunor Ochoa
Niunor Ochoa

SELLER: Lilia Flores

Lilia Flores
Lilia Flores

BUYER: CITY OF DODGE CITY, KANSAS

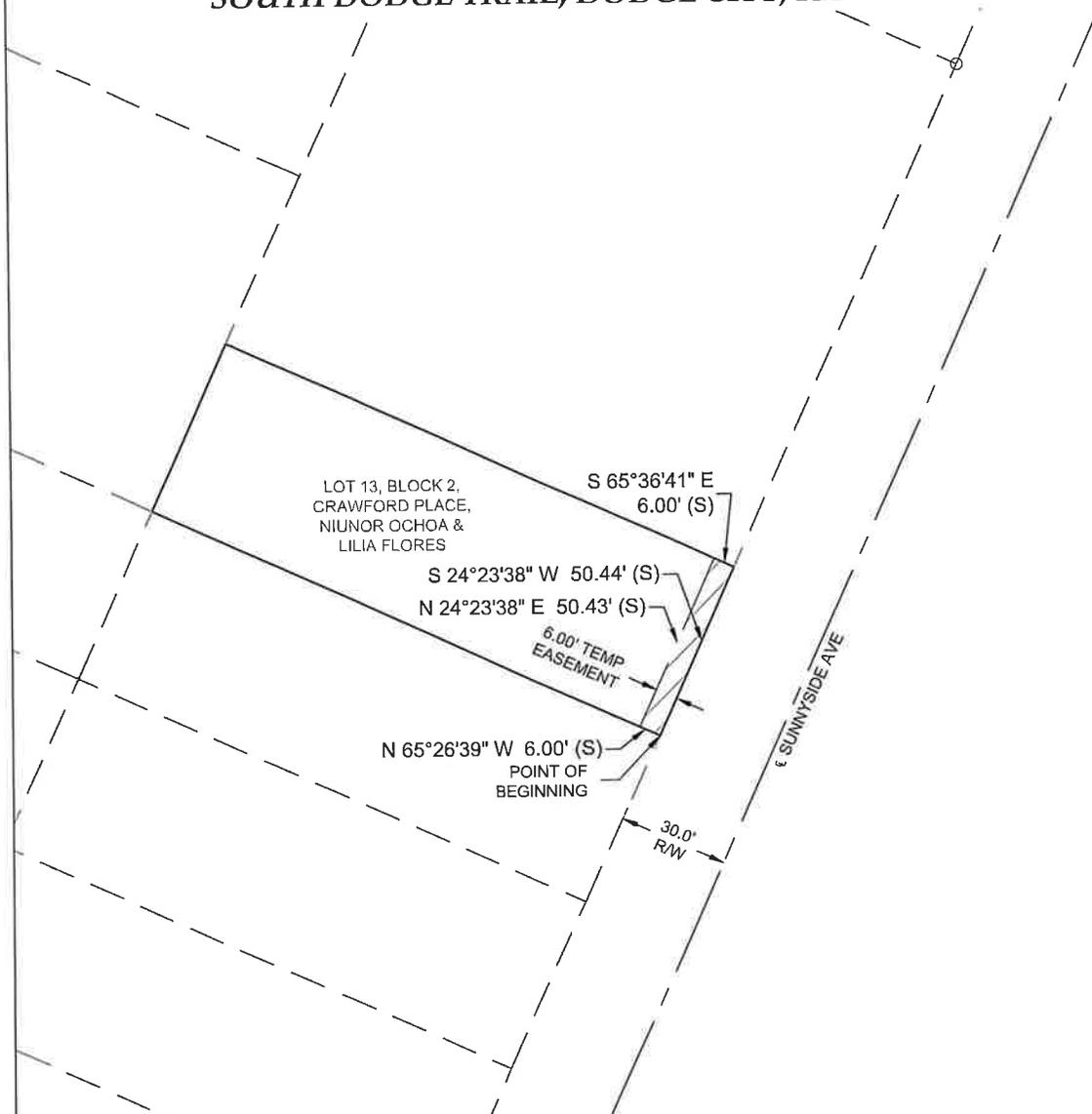
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- (S) Surveyed Dimension
- Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



SMH CONSULTANTS

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) 428-8677

Exhibit #06 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Lot 13 Block 2, Crawford Place, in Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 13, Block 2, Crawford Place: thence
N 65°26'39" W 6.00 feet; thence
N 24°23'38" E 50.43 feet; thence
S 65°36'41" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 50.44 feet to the point of beginning, containing 303 square feet.
Tim Sloan, PS-783, March 11, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH

CONSULTANTS

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) 428-8677

Exhibit #06 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 705 Sunnyside Ave Dodge City, KS

AGREEMENT

THIS AGREEMENT is made this 2nd day of June, 2025 by and between, **Guadalupe Solis and Rosa Maria Mota** (“Seller”, whether one or more), and the City of Dodge City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 705 Sunnyside Ave Dodge City, KS 67801, Dodge City, Ford County, Kansas, and which is further identified as (hereinafter “Seller’s Property”); and

WHEREAS, Buyer is undertaking a public sanitary sewer project (hereinafter “the Project”) in the vicinity of Seller’s Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain easements from Seller’s Property for such Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer’s exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the easements described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the easements described in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price for such easements is \$500.00.
3. Improvements, Fixtures and Landscaping. Except as otherwise set forth herein, improvements, fixtures, fencing, trees or other landscaping, or other site improvements located within the areas described in Exhibit A, are not proposed to be impacted by the Project. Sidewalk, pavement and driveway approach replacement is specified in the plans as applicable.
4. Closing: Contemporaneously with the execution and delivery of this Agreement, Seller agrees to deliver executed instruments to Buyer conveying the easements described in Exhibit A. Upon delivery of such instruments to Buyer and Buyer’s execution of this Agreement, Buyer shall be entitled to

the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Ford County Register of Deeds for recording. Buyer shall pay the costs of recording all instruments tendered by Seller.

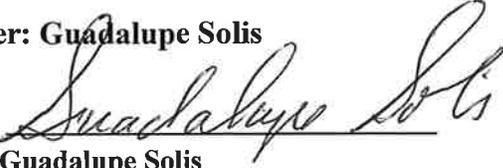
5. Additional Terms: Each party agrees, acknowledges, warrants and represents:

- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
- (b) the consideration herein expressed is contractual and not a mere matter of recital; and
- (c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
- (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
- (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
- (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
- (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
- (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
- (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
- (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
- (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

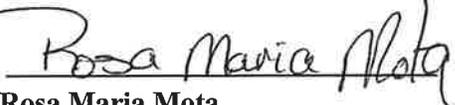
[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

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

Seller: Guadalupe Solis

BY: 
Guadalupe Solis

Seller: Rosa Maria Mota

BY: 
Rosa Maria Mota

BUYER: CITY OF DODGE CITY, KANSAS

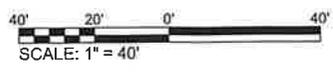
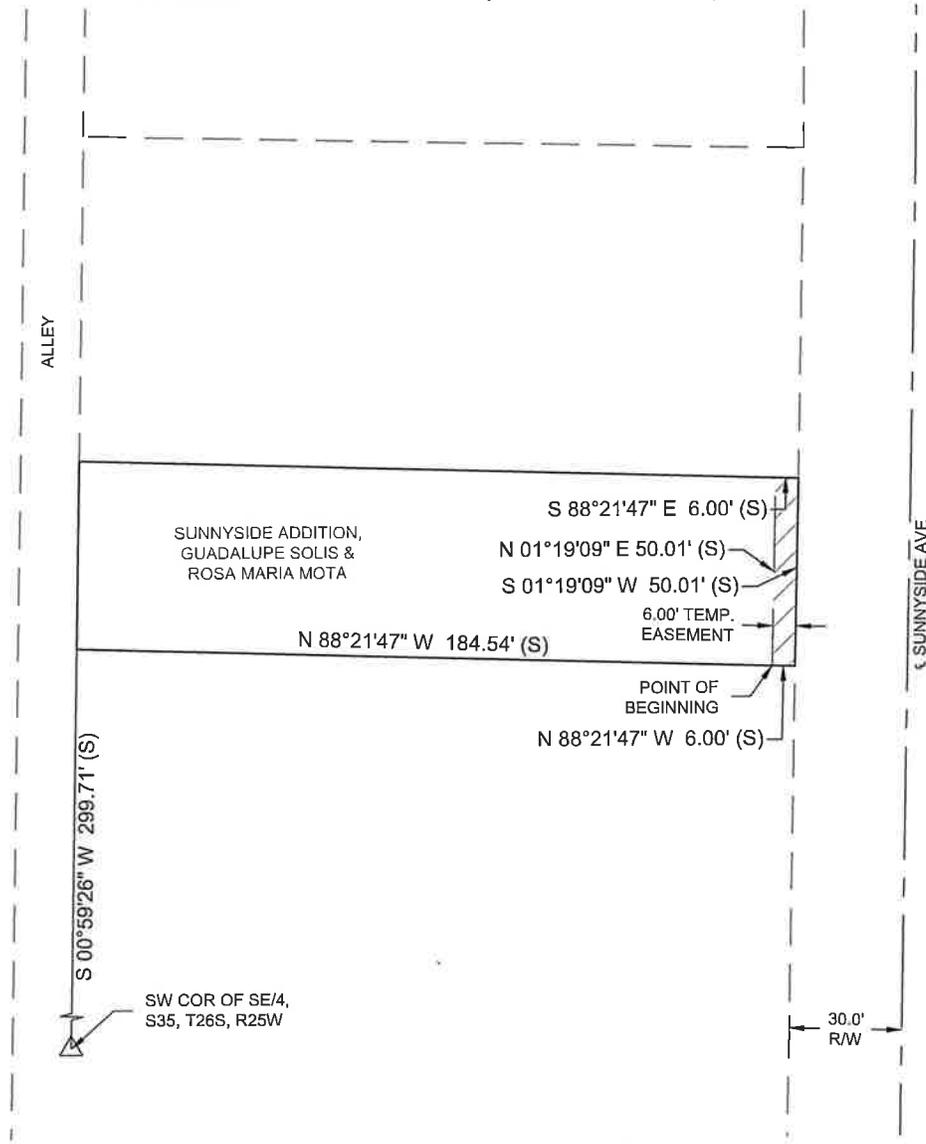
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

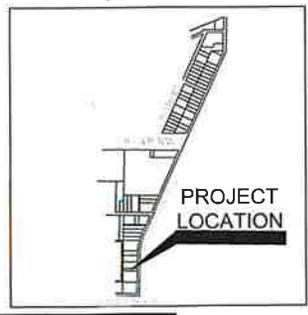
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

-  Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- (S) Surveyed Dimension
-  Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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) 428-8677

Exhibit #37 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

A tract of land in Sunnyside Addition, in the Southeast Quarter of Section 35, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 00°59'26" E 299.71 feet and S 88°21'47" E 184.54 feet from the Southwest Corner of the Southeast Quarter of said Section 35; thence

N 01°19'09" E 50.01 feet; thence

S 88°21'47" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence

S 01°19'09" W 50.01 feet; thence

N 88°21'47" W 6.00 feet to the point of beginning, containing 300 square feet.

Tim Sloan, PS-783, January 27, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



SMH CONSULTANTS

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) 428-8677

Exhibit #37 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: June 5, 2025

Subject: Ordinance No. 3832 Designating Dodge City Days as a Special Event

Agenda Item: Ordinances and Resolutions

Purpose: Ordinance No. 3832 is needed to designate Dodge City Days as a Special Event to allow the State to issue a temporary permit to those businesses requesting to sell alcohol outside their normal business.

Recommendation: I recommend approval of Ordinance No. 3832.

Background: Some businesses that sell alcohol frequently request a temporary alcohol permit in areas that includes the street or public property outside their normal business K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as Dodge City Days, as a "special event" as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol. The first step in allowing the State to issue a temporary permit is to pass an ordinance designating Dodge City Days as a Special Event.

We commonly have different events during the Dodge City Days and historically those events have caused no issues for the city or any of the participants.

City Commission Options:

1. Approve Ordinance No. 3832
2. Disapprove Ordinance No. 3832
3. Table for further discussion Ordinance No. 3832

Financial Considerations:

Amount \$: N/A

Fund: _____ Dept: _____ Expense Code: _____
___ Budgeted Expense ___ Grant ___ Bonds ___ Other

Legal Considerations: None

Mission/Values: Together we promote open communications with our community members.

Attachments: Ordinance No. 3832

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

ORDINANCE NO. 3832

AN ORDINANCE DESIGNATING DODGE CITY DAYS AS A SPECIAL EVENT IN THE CITY OF DODGE CITY, KANSAS.

WHEREAS, Dodge City Days is a ten (10) day special event held annually during the last week in July and first week in August; and,

WHEREAS, the City of Dodge City celebrates its historical roots during this city-wide special event; and,

WHEREAS, a variety of activities are held throughout the City during this special event; and,

WHEREAS, K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as Dodge City Days, as a “special event” as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol; and,

WHEREAS, the City of Dodge City has been asked to make such designation as a prelude for business and individuals to request temporary permits from the State of Kansas for the sale and consumption of alcoholic liquor on public streets, alleys, sidewalks, roads or highways at special events as defined by K.S.A. 41-719(a)(2).

NOW THEREFORE, the City of Dodge City hereby designates the community gathering and festival, commonly known as Dodge City Days as a “special event” in Dodge City, Kansas. This special event will extend for a period of ten (10) days beginning on July 25, 2025 and ending on August 3, 2025.

The Ordinance will take effect upon approval by the City Commission and upon publication of a summary Ordinance in the Dodge City Daily Globe.

Approved this 16th day of June 2025.

Mayor

ATTEST:

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: June 11, 2025
Subject: Ordinance No. 3883
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No 3883.

Background: At the May 19 City Commission meeting, the City Commission approved special assessment process for special assessments for Iron Flats Addition. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Iron Flats Addition at the amounts listed in the ordinance. The amounts will be assessed for 15 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: None

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3883

ORDINANCE NO. 3833

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION No. 2023-12 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Iron Flatts Addition – Streets, Water and Sewer

Resolution No. 2023-12

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 Block 5; Lots 1, 2, 3 and 4 Block 2; Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 Block 6; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 Block 8 Iron Flatts Addition, an addition to the City of Dodge City, Ford County, Kansas.

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2025.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2025, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in fifteen (15) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on June 16, 2025, and signed by the Mayor.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls Iron Flats Addition to the City of Dodge City

Property Description			Street, Drainage, Water & Sewer Improvement
Lot 1	Block 1	Iron Flats Addition	74,919.89
Lot 2	Block 1	Iron Flats Addition	74,919.89
Lot 3	Block 1	Iron Flats Addition	74,919.89
Lot 4	Block 1	Iron Flats Addition	74,919.89
Lot 5	Block 1	Iron Flats Addition	74,919.89
Lot 6	Block 1	Iron Flats Addition	74,919.89
Lot 7	Block 1	Iron Flats Addition	74,919.89
Lot 8	Block 1	Iron Flats Addition	74,919.89
Lot 9	Block 1	Iron Flats Addition	74,919.89
Lot 10	Block 1	Iron Flats Addition	74,919.89
Lot 11	Block 1	Iron Flats Addition	74,919.89
Lot 12	Block 1	Iron Flats Addition	74,919.89
Lot 13	Block 1	Iron Flats Addition	74,919.89
Lot 14	Block 1	Iron Flats Addition	74,919.89
Lot 15	Block 1	Iron Flats Addition	74,919.89
Lot 16	Block 1	Iron Flats Addition	74,919.89
Lot 17	Block 1	Iron Flats Addition	74,919.89
Lot 18	Block 1	Iron Flats Addition	74,919.89
Lot 19	Block 1	Iron Flats Addition	74,919.89
Lot 20	Block 1	Iron Flats Addition	74,919.89
Lot 21	Block 1	Iron Flats Addition	74,919.89
Lot 22	Block 1	Iron Flats Addition	74,919.89
Lot 23	Block 1	Iron Flats Addition	74,919.89
Lot 24	Block 1	Iron Flats Addition	74,919.89
Lot 25	Block 1	Iron Flats Addition	74,919.89
Lot 26	Block 1	Iron Flats Addition	74,919.89
Lot 27	Block 1	Iron Flats Addition	74,919.89
Lot 28	Block 1	Iron Flats Addition	74,919.89
Lot 29	Block 1	Iron Flats Addition	74,919.89
Lot 30	Block 1	Iron Flats Addition	74,919.89
Lot 31	Block 1	Iron Flats Addition	74,919.89
Lot 32	Block 1	Iron Flats Addition	74,919.89
Lot 33	Block 1	Iron Flats Addition	74,919.89
Lot 34	Block 1	Iron Flats Addition	74,919.89
Lot 35	Block 1	Iron Flats Addition	74,919.88
Lot 1	Block 5	Iron Flats Addition	74,919.88
Lot 2	Block 5	Iron Flats Addition	74,919.88
Lot 3	Block 5	Iron Flats Addition	74,919.88
Lot 4	Block 5	Iron Flats Addition	74,919.88

Lot 25	Block 6	Iron Flats Addition	74,919.88
Lot 1	Block 8	Iron Flats Addition	74,919.88
Lot 2	Block 8	Iron Flats Addition	74,919.88
Lot 3	Block 8	Iron Flats Addition	74,919.88
Lot 4	Block 8	Iron Flats Addition	74,919.88
Lot 5	Block 8	Iron Flats Addition	74,919.88
Lot 6	Block 8	Iron Flats Addition	74,919.88
Lot 7	Block 8	Iron Flats Addition	74,919.88
Lot 8	Block 8	Iron Flats Addition	74,919.88
Lot 9	Block 8	Iron Flats Addition	74,919.88
Lot 10	Block 8	Iron Flats Addition	74,919.88
Lot 11	Block 8	Iron Flats Addition	74,919.88
Total Assessment			7,566,908.22



Memorandum

To: City Commissioners and Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: June 11, 2025
Subject: Resolutions 2025-18
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolutions No. 2025-18.

Background: The City currently uses Fidelity State Bank as our official depository. The City approved Resolution No. 2021-17 in 2021. The Resolution authorized Fidelity State Bank as our authorized depository and stated all of the accounts that the City has there and stated the authorized signers. With the resignation of Hope Williams and hiring of Emanuel Manriquez and resignation of Jacob Miller and appointment of Jeff Banning as Tournament Director. This resolution will change the authorized signers for those accounts.

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

Financial Considerations: None

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

Legal Considerations: None

Attachments: Resolution No. 2025-18

RESOLUTION NO. 2025-18

A RESOLUTION DESIGNATING THE FIDELITY STATE BANK AND TRUST COMPANY, DODGE CITY, KANSAS, AS AN OFFICIAL DEPOSITORY BANK, AND STATING THE OFFICIAL SIGNERS ON THE ACCOUNTS

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

AND WHEREAS, the Governing Body has voted to designate The Fidelity State Bank and Trust Company, 510 N. Second Avenue, Dodge City, Kansas as an official depository for City funds.

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

BE IT FURTHER RESOLVED that the following accounts are hereby authorized and all checks, drafts, notes or orders drawn against the stated accounts must be signed as shall be certified to The Fidelity State Bank and Trust Company, Dodge City, Kansas and no checks, drafts, notes or orders drawn against said accounts shall be valid unless signed as certified. The authorized signers on each account are stated below.

- A. City of Dodge City, General Funds – Account Number 02-200-4. Authorized signers: Nick Hernandez, Nicole May and Emanuel Manriquez
- B. City of Dodge City, Department of Parks and Recreation – Account Number 02-205-3. Authorized signers: Caitlyn Alvarado, Daniel Cecil, Nicole May, Jeff Banning and Emanuel Manriquez
- C. City of Dodge City, Revolving Account – Account Number 02-210-3. Authorized signers: Nick Hernandez, Nicole May and Emanuel Manriquez
- D. City of Dodge City, HSA Funding Account – Account Number 02-215-2. Authorized signers: Nick Hernandez, Nicole May and Emanuel Manriquez
- E. City of Dodge City, Long Branch Lagoon – Account Number 108174. Authorized signers: Nick Hernandez, Nicole May and Emanuel Manriquez
- F. City of Dodge City, Medical Self Insurance – Account Number 107571. Authorized signers: Nick Hernandez, Nicole May and Emanuel Manriquez
- G. City of Dodge City, Credit Card Receipt Account – Account Number 108012. Authorized signers: Nick Hernandez, Nicole May and Emanuel Manriquez

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

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

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

DATED this _____ day of _____, 2025.

Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: June 12, 2025
Subject: Resolution 2025-19
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2025-19.

Background: So that the City can obtain financing for construction projects in the form of general obligation bonds or temporary notes, the project first needs to be authorized by Resolution of the City of Dodge City. In the future the City Commission will approve the 2025 projects to be financed by General Obligation Bonds. These projects are: Gunsmoke Trail Extension in the amount of \$500,920, N. Bound 14th Ave Bridge in the amount of \$2,200,575, and Trail St. Reconstruction in the amount of \$6,020,000. Plus an amount for public art pursuant to Ordinance 3603. Resolution No. 2025-19 formalizes the approval process for bond financing.

Justification: To issue General Obligation Bonds for public improvement projects need to be authorized by Resolution.

Financial Considerations: Once the projects are authorized, funding will be issued to fund these projects.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

Legal Considerations: All legal considerations have been satisfied by the proposed resolution prepared by Bond Council.

Attachments: Resolution No. 2025-19.

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (2025 STREETS).

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS:

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (collectively the “Improvements”):

<u>Description</u>	<u>Estimated Cost*</u>
Gunsmoke Trail Extension	\$ 500,920
N. Bound 14th Avenue Bridge	2,200,575
Trail St. Reconstruction	<u>6,020,000</u>
Total	<u>\$8,721,495</u>

* Plus amounts for public art pursuant to Ordinance 3603, as necessary

All or a portion of the costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on June 16, 2025.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 16, 2025, as the same appears of record in my office.

DATED: June 16, 2025.

Clerk



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: June 12, 2025
Subject: Resolution 2025-20
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2025-20.

Background: A 6(a) petition has been submitted by Omar Lopez to the City of Dodge City to make improvements in the Westview Place No. 2 Addition (15th Avenue RHID). The improvements are for waterline and sewerline extension and service and streets, curb and gutter construction. The proposed resolution authorizes the City to make the improvements in the benefit district and specially assess the costs of those improvements back to the property owner over a 15 year period. The City's current development policy allows special assessments as a financing tool for development projects. This area is a part of a RHID (Rural Housing Incentive District).

Justification: To assist the developer in residential development and promote affordable housing.

Financial Considerations: The City will issue temporary notes/GO bonds to cover the costs of the improvements and the bond payments will be made through special assessments to the benefit district and the incremental property taxes in the RHID will go to pay back the special assessments.

Purpose/Mission: To assist in residential development in Dodge City.

Legal Considerations: All legal considerations have been satisfied by the proposed resolution prepared by Bond Council.

Attachments: Resolution No. 2025-20.

(Published in the *Dodge City Daily Globe* on June 19, 2025)

RESOLUTION NO. 2025-20

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (15TH AVENUE DEVELOPMENT).

WHEREAS, a petition (the “Petition”) was filed with the Clerk of the City of Dodge City, Kansas (the “City”) proposing certain internal improvements; and the Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that the Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Extension of water service, sewer service, construction of streets, curb and gutter and street lighting to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$2,000,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 12 through 35, Westview Place No. 2, an addition to the City of Dodge City, Ford County, Kansas.

(d) The method of assessment is: equally per lot.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Ford County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on June 16, 2025.

(SEAL)

By: _____
Name: Jeff Reinert
Title: Mayor

ATTEST:

By: _____
Name: Connie Marquez
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on June 16, 2025, as the same appears of record in my office.

DATED: June 16, 2025.

By: _____
Name: Connie Marquez
Title: Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: June 12, 2025
Subject: Rodeo Hills Direct Pay Agreement
Agenda Item: Old Business

Recommendation: Approve direct pay agreement between Sunview Development LLC and City of Dodge City.

Background: On August 6, 2022 a development agreement with Sunview Development LLC, the developer of the Rodeo Hills RHID, was approved. As part of this development agreement, Sunview Development is entitled to reimbursement for eligible RHID costs from the special assessment proceeds generated by the RHID. The Direct Pay Agreement authorizes the City to pay these reimbursements, up to an amount of \$1,635,460, directly to Legacy Bank & Trust Company on behalf of Sunview Development LLC. This development is expected to generate significantly more than this over the 25 years of the RHID. The developer will still be responsible for submitting all required documentation to the City to support the eligible expenses and be in compliance with the Development agreement. An agreement such as this one is common when the City does not issues bonds to finance the infrastructure costs for a RHID.

City Commission Options:

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

Financial Considerations: There is no liability to the City with this agreement.

Legal Considerations: This agreement has been reviewed by the City Attorney.

Mission/Values: We value progress, growth and new possibilities.

Attachments: Direct Pay Agreement.

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

DIRECT PAY AGREEMENT

This **DIRECT PAY AGREEMENT** (“*Direct Pay Agreement*”), dated as of [_____, 2025] (the “*Effective Date*”) by and among **SUNVIEW DEVELOPMENT, LLC**, an Oklahoma limited liability company (the “*Borrower*”), **THE CITY OF DODGE CITY, KANSAS**, a municipal corporation (the “*City*”), and **LEGACY BANK & TRUST COMPANY**, a Missouri chartered bank (the “*Lender*”).

WHEREAS, the Borrower petitioned the City for special assessment financing for infrastructure improvements whereby special assessment charges are eligible costs to be paid by the Rural Housing Incentive District incremental proceeds.

WHEREAS, the City and Borrower entered into a Development Agreement on August 6, 2022 (the “*Development Agreement*”) to memorialize their intent with respect to each of their respective obligations and responsibilities for the construction of single-family residential development to be known as “Rodeo Hills” (the “*Development*”).

WHEREAS, on November 3, 2022, Borrower obtained financing from the Lender in the amount of \$1,635,460.00 (the “*Loan*”) to fund the construction costs of the improvements to the Development and collaterally assigned to Lender its right to the Development Agreement pursuant to the Assignment of Development Agreement.

WHEREAS, the City, the Borrower, and the Lender desire to establish a mechanism whereby the City will make reimbursement payments directly to the Lender for such improvement costs, as authorized under the Development Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the convenience of the parties hereto and other good and valuable consideration, the parties agree as follows:

1. Direct Pay. The City agrees to make all reimbursement payments for eligible improvement costs, as specified in the Development Agreement, directly to the Lender as and when due to Borrower under the Development Agreement. Payments shall be made to the Lender at the following account or address:

Legacy Bank & Trust Company
3250 E. Sunshine
Springfield, MO. 65804
Account No. [_____]

2. Obligations of Borrower. The Borrower shall provide all necessary documentation to support reimbursement requests and shall ensure that the improvements are completed in accordance with the Development Agreement. The Borrower acknowledges that the City’s obligation to make payments under this Agreement is subject to the Borrower’s compliance with the Development Agreement.

3. Events of Default. An Event of Default under this Agreement shall occur if the Borrower or City fail to comply with any material term or condition of this Agreement.

4. Cure Period. Upon an Event of Default, the defaulting party shall have ten (10) days from receipt of a notice of default to cure such default, unless the default cannot reasonably be cured within such period, in which case the defaulting party shall commence curative actions within ten (10) days and diligently pursue such actions to completion.

5. Remedies. If the Event of Default is not cured within the cure period, the non-defaulting party may pursue any remedies available under the Development Agreement or applicable law.

6. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

7. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Execution in Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Direct Pay Agreement as of the Effective Date.

BORROWER:

SUNVIEW DEVELOPMENT, LLC, an Oklahoma limited liability company

By:  _____
Lance Windel, Manager

IN WITNESS WHEREOF, the parties hereto have executed this Direct Pay Agreement as of the Effective Date.

LENDER:

LEGACY BANK & TRUST COMPANY,
a Missouri chartered bank

By: _____
Eric Leonard, Chief Lending
Officer

IN WITNESS WHEREOF, the parties hereto have executed this Direct Pay Agreement as of the Effective Date.

CITY:

CITY OF DODGE CITY, KANSAS

By: _____
Mayor



Memorandum

To: Dodge City Commission
From: Director of Administrative Services, Ryan Reid
Date: 2025 06 05
Subject: Dump truck w/ snow plow for Utilities
Agenda Item: New Business

Purpose:

To purchase a new dump truck/snow plow for Utilities to assist with projects and snow removal.

Recommendation:

Staff recommends purchasing the HV607 unit from Ascendance as it is the low bid (\$252,443.11). The other bidder was from Mastertech and was \$269,804 plus tariffs.

The existing dump truck will be sold at auction or repurposed.

City Commission Options:

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

Financial Considerations:

Amount \$252,443.11

Funds:

X__ Budgeted Expense __Grant __ Bonds __Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: Bid tab

Approved for the Agenda by:

Ryan Reid, Director of Administrative Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: June 16, 2025
Subject: Approval of Change Order #2 for United Village Sub-Division, PL 2204
Agenda Item: New Business

Purpose: Add extensions to new fire hydrants so they will be at the proper elevation and extend wing walls and add slope paving to the south side of the RCB to prevent erosion, wash out, and future maintenance issues.

Recommendation: Approve Change Order #2 with Building Solutions LLC, to extend 9 out of the 24 Fire Hydrants in the development to proper bury elevation and extend the wingwalls, add slope paving, and ditch liner with toe-wall on the south side of the RCB to prevent erosion, washout, and reduce future long term maintenance around the RCB for a total amount of \$44,411.03.

Background: The Commission approved the construction of the infrastructure for United Village at the August 21, 2023, meeting. Construction started on the waterline of the development. After installation of the waterline in a portion of the development, additional fill material was placed. With this extra fill material, the bury elevation of 9 fire hydrants was above the standard operating elevation. These 9 fire hydrants need to be raised so that the fire department can properly operate and connect to the fire hydrants in case of an emergency.

The additional work on the south side of the RCB under Malgretout Parkway is needed to prevent unnecessary erosion, washout, and future maintenance issues around the RCB. The wingwalls will be extended south 12' on each side of the ditch, a ditch liner and toe-wall will be placed between the extended wing walls, and slope paving will be placed from the sidewalk/RCB headwall down to the existing and new wingwalls.

This Change Order will be covered by the RHID for the subdivision. After this additional cost, there is still \$2 million of excess revenue projected in the RHID.

City Commission Options:

1. Approve Change Order
2. Reject Change Order
3. Table for further discussion

Financial Considerations:

Amount \$: 44,411.03

Fund:

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: By approving this change order from Building Solutions, LLC the contract dollar amount will be amended.

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

Attachments: Change Order #2

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: United Village Subdivision

PROJECT NUMBER: PL 2204 Bld. Sol.

CONTRACTOR: Building Solutions, LLC

REQUEST NUMBER: 2

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Fire Hydrant Extension	Each	0	9	9		\$ 1,341.67	\$ 12,075.03
RCB Wing Wall Ext. and Slope Paving	L.S.	0	1	1		\$ 32,336.00	\$ 32,336.00
NET INCREASE							\$ 44,411.03

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

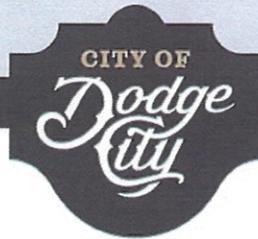
Ray Slattery, P.E.
Director of Engineering Services

Contractor: Building Solutions, LLC

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: June 12, 2025
Subject: Approve Purchase of Dodge City Regional Airport Entrance Sign
Agenda Item: New Business

Purpose:

To seek approval for the purchase and installation of a new entrance sign at the Dodge City Regional Airport.

Recommendation:

Approve the proposal from Lumineo Signs of Dodge City, Kansas, in the amount of \$60,005.33.

Background:

The existing airport entrance sign has received multiple complaints for lacking visibility and impact. In response, City staff engaged Lumineo Signs for recommendations on an upgraded sign design. Several renderings were provided, and after thorough review, staff identified the proposed design as the most effective option for enhancing visibility at the current location.

The Airport Advisory Board also reviewed the renderings and supports the selected design as the most suitable for the site and agrees with the purchase.

In addition to the new sign, City staff will coordinate with Crofts Aircraft to restore the A-26 aircraft displayed at the airport entrance. Restoration will include new paint, replacement of windows, updated lighting, and refreshed decals. The full project, including the sign and aircraft restoration, is scheduled for completion by August 28, in time for the official ribbon-cutting ceremony for the new airport terminal.

City Commission Options:

1. Approve the proposal and authorize the associated expenditure.
2. Disapprove the proposal.
3. Table the item for further discussion or clarification.

Financial Considerations:

This project is funded through the Capital Improvement Plan (CIP).

Legal Considerations:

None.

Mission/Values Alignment:

Approval of this request supports the City's Core Values of *Working Toward Excellence* and *Ongoing Improvement*.

Attachments:

Bid proposals and renderings.

Approved for the Agenda by:



Corey Keller, Public Works Director



PROPOSAL

Job Quote: J31823

Date: June 11, 2025

Customer No.: 1518

Ordered By: Melissa McCoy

Remit Payment to:

Lumineo Signs
1 Compound Drive
Hutchinson, KS 67502

Bill To:

CITY OF DODGE CITY
PO BOX 880
DODGE CITY, KS 67801

Job Location:

Dodge City Regional Airport
100 Airport Rd.
DODGE CITY, KS 67801

Purchase Order No.:	Job No.	Salesperson	Tax Area
	J31823	NHASKELL	

Lumineo Signs hereby proposes to furnish all the materials and perform all the labor necessary for the completion of items detailed below. Customer is agreed to be as indicated in "Bill To" above.

Description

MONUMENT UPGRADE OPTION 4: Furnish and install (1) new double-face, monument sign, consisting of (2) 10'h x 10'w internal-LED-lit aluminum cabinets (black enamel finish, digitally-printed flex faces, on sliding frames), and dimensional, 2-color painted aluminum cabinets (20' overall width), with routed DDC logo/copy (internal-LED-lighting, push-thru plex, black vinyl overlay). Remove and dispose of the existing HDU foam base, and demo the old pole structure/concrete pad. (Includes hauling off debris). Set larger steel base poles, and form a new concrete pad. *THE CUSTOMER IS RESPONSIBLE FOR REDIRECTING POWER TO THE SIGN LOCATION, AND REMOVING THE EXISTING FIXTURES. On the return trip, mount the new signage on the new structure.

Total Price

60,005.33

Subtotal:	60,005.33
Total Sales Tax:	0.00
Total:	60,005.33

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.2% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED. DESIGN(S) PROVIDED WITH THIS PROPOSAL IS (ARE) THE PROPERTY OF LUMINEO SIGNS RIGHTS ARE TRANSFERRED UPON ACCEPTANCE OF THIS PROPOSAL.

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance.

Customer assumes responsibility for any damage to unmarked underground utilities, underground sprinklers, or when additional costs are incurred during excavations where underground obstructions (including rock) are encountered.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 45 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE ARE RECEIVED. Credit cards can only be accepted for amounts under \$1,000.

TERMS AND CONDITIONS

1. Upon default in the payment of any sums herein agreed, Luminous Neon, LLC. DBA Lumineo Signs may, at its option, declare the entire balance price fully due and payable without further notice to customer; and when declared, customer agrees to pay interest on said balance, when declared due at the rate of 1.2% per month. Customer further agrees to pay all reasonable costs of collection of said balance incurred by the company, including attorney's fees.
2. Both parties hereto agree that the title to said electrical sign shall remain in the company until paid for in full, but after delivery to the customer all damage from fire or other causes after said delivery shall be assumed by said customer and will not affect the rights of the company to enforce of the purchase price then unpaid.
3. It is further agreed by both parties that all provisions in regard to the project are contained in writing herein.
4. All terms and conditions of this contract shall be binding upon any successors, assignees or other legal representatives of the respective parties but no assignment shall be made by the customer without the consent in writing by the company unless full payment of the total consideration has been made.
5. Customer shall secure all necessary permits from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if customer executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contract as though he had obtained said permission and he agrees to relieve the company from any liability for its failure within 10 days of delivery to erect or install said sign.
6. If this proposal is for an electrical display, customer agrees to provide electrical service of suitable capacity to location of display and make connection thereof to display.
7. All products manufactured by the company are guaranteed unconditionally against defective parts, materials and workmanship, with exception of incandescent and fluorescent lamps as they are never guaranteed.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY AN OFFICER OF THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Luminous Neon, LLC. DBA Lumineo Signs

Customer

Salesperson

Accepted by (print)

Date

Accepted by (sign)

Date

BEFORE



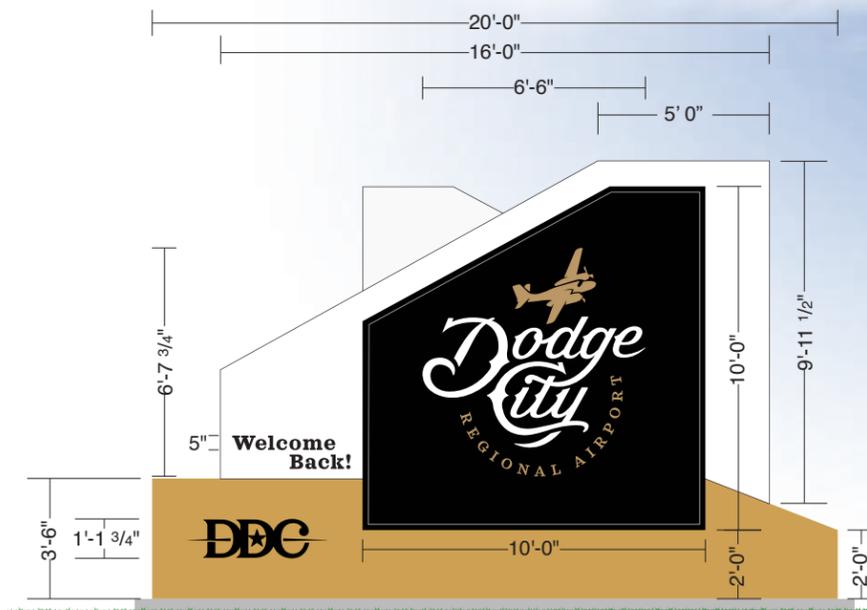
DAY VIEW



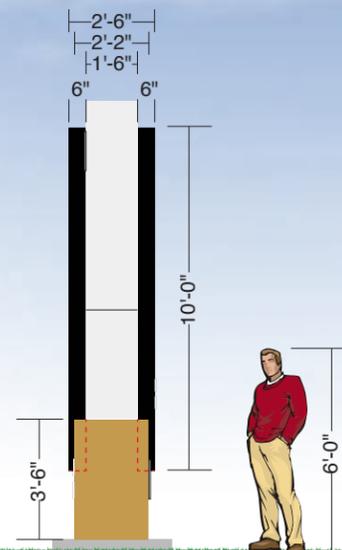
NIGHT VIEW



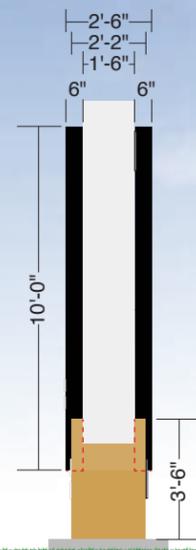
EAST FACE VIEW



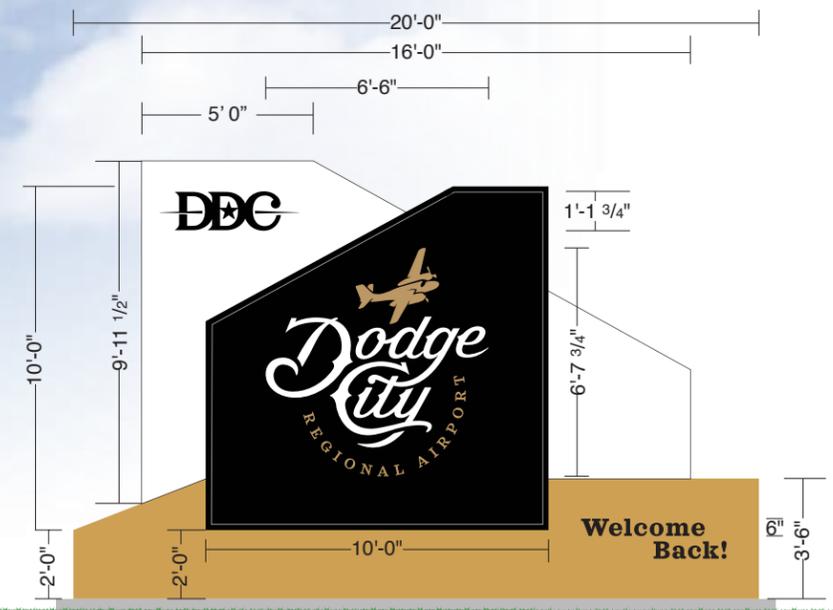
SOUTH END VIEW



NORTH END VIEW



WEST FACE VIEW



WHITE
 PMS 7407
 7725-12 BLACK
 BLACK



CUSTOMER: CITY OF DODGE CITY
NAME: NICK HERNANDEZ
LOCATION: DODGE CITY, KS

DATE: 10/6/25
DESIGN NO.: NH-J31823
ARTIST: DJ
SCALE: 3/16" = 1'

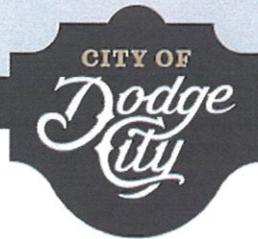
APPROVED: _____ **DATE:** _____

SPECIFICATIONS

- REMOVE & DISPOSE OF EXISTING HIGH DENSITY URETHANE BASE/SIGNAGE AND DEMO THE OLD POLE STRUCTURE & CONCRETE PAD.
- FURNISH & INSTALL (2) 10' H X 10' W X 6" D S/F INTERNALLY ILLUMINATED IRREGULAR-SHAPED CABINETS WITH POLYCARBONATE FACES AND TRANSLUCENT DIGITALLY PRINTED GRAPHICS, (1) 9' 11 1/2" H X 16' W INTERNALLY ILLUMINATED IRREGULAR-SHAPED CABINET WITH PUSH THRU PLEX AND REGULAR CUT TRANSLUCENT VINYL AND (1) 3' 6" H X X 20' W X 2' 2" D INTERNALLY ILLUMINATED POLE COVER WITH PUSH THRU PLEX AND REGULAR CUT TRANSLUCENT VINYL ON (1) MOWPAD.
- FONTS: SAGONA

ALL NOTED DIMENSIONS ARE APPROXIMATE AND MAY BE MODIFIED SLIGHTLY DURING MANUFACTURING TO ALLOW PROPER COMPONENT USAGE.

© 2024 LUMINOUS NEON, LLC. This design is the property of LUMINOUS NEON, LLC. Rights are transferred to the customer upon completion of order. This design is not to be used in whole or in part without the written permission of the company. The PANTONE (PMS) and/or vinyl colors shown on printed document are a four-color process simulation and may not match PANTONE and vinyl identified spot color standards. Use a PANTONE Color Reference Manual or vinyl swatch book for accurate display of colors.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: June 12, 2025
Subject: Approve Materials to Relocate the Waterline on Road 113
Agenda Item: New Business

Purpose:

To seek approval for the purchase of materials and boring services necessary to relocate the existing water main located on the west side of Road 113.

Recommendation:

Approve the proposal from Core and Main for materials required to relocate the water main on the west side of Road 113, in an amount not to exceed \$90,992.59. Additionally, approve a quote from Pinnick Enterprise in the amount of \$11,450 to bore 200 feet of 12-inch water main.

Background:

This project includes the purchase of materials for City crews to install approximately 1,380 feet of water main along the west side of Road 113. The cost includes all necessary fittings, valves, and fire hydrants required to complete the installation.

The project is being coordinated with Ford County, which plans to reconstruct Road 113 later this year. Relocating the water main at this time will minimize future disruption and costs. Furthermore, this relocation will support the future extension of the water main north to Highway 50, where it can be looped into a planned water main extension to the community of Wright. This project is consistent with the City's Water Master Plan, which identifies the need for redundancy in the existing water infrastructure serving Wright.

City Commission Options:

1. Approve the proposals and authorize the associated expenditure.
2. Disapprove the proposals.
3. Table the item for further discussion or clarification.

Financial Considerations: Funded through the Water Fund.

Legal Considerations: None

Mission/Values:

Approval of this request supports the City's Core Values of *Working Toward Excellence* and *Ongoing Improvement*.

Attachments: Plan sheets, and bid proposals.

Approved for the Agenda by:



Corey Keller, Public Works Director



Bid Proposal for 113TH ROAD WATERLINE RELOCATION

CUSTOMER	DODGE CITY KANSAS CITY OF 100 CHAFFIN ROAD DODGE CITY, KS 67801	Job 113TH ROAD WATERLINE RELOCATION DODGE CITY, KS Bid Date: 06/11/2025 12:00 pm Bid #: 4260986
	Sales Representative Garrold Moore (M) 620-755-7331 (T) 316-721-1698 (F) 316-721-2813 Garrold.Moore@coreandmain.com	Core & Main 8405 W Irving St Wichita, KS 67209 (T) 3167211698
CONTACT		
NOTES		



Bid Proposal for 113TH ROAD WATERLINE RELOCATION

DODGE CITY KANSAS CITY OF
Job Location: DODGE CITY, KS
Bid Date: 06/11/2025 12:00 pm
Core & Main Bid #: 4260986

Core & Main
 8405 W Irving St
 Wichita, KS 67209
Phone: 3167211698
Fax: 3167212813

Seq#	Qty	Description	Units	Price	Ext Price
10	1180	12 PVC C900 DR18 PIPE 20' GSKT PC235	FT	37.98	44,816.40
20	200	12 C900 DR18 CERTALOK PIPE IB	FT	57.69	11,538.00
30	20	6 PVC C900 DR18 PIPE 20' GSKT PC235	FT	11.08	221.60
40	120	6 C900 DR18 CERTALOK PIPE IB	FT	16.06	1,927.20
50	2	FC2W-12-N 12 CPLG NBR GSKT, EPXY, STD B&N 12.75-14.38 OD	EA	564.66	1,129.32
60	1	665-132012-200 12X12 SS TAP SLV 304SS FLG 13.16-13.56 OD	EA	2,086.23	2,086.23
70	1	12 A2361-19 MJXF RW GV OL L/AC	EA	3,160.24	3,160.24
80	2	12 A2361-23 MJ RW GV OL L/ACC TW 350PSI 304SS FASTENER/STEM	EA	3,146.56	6,293.12
90	2	6 A2361-23 MJ RW GV OL L/ACC TW 350PSI 304SS FASTENER/STEM	EA	1,046.65	2,093.30
100	5	564-S VLV BOX W/LID M/WATER	EA	129.73	648.65
110	1	A423 5-1/4VO 7'0"B HYD 6MJ OL 3W 1-1/2 PENT W/ACC RED 423-500016	EA	3,581.70	3,581.70
120	1	12X6 MJ TEE C153 IMP	EA	544.38	544.38
130	1	6X13 MJ ANCH CPLG C153 IMP	EA	237.63	237.63
140	1	12 MJ CAP C153 IMP	EA	233.66	233.66
150	1	12 MJ PLUG C153 IMP	EA	255.20	255.20
160	1	12X1/8 FLG ACC RR FF	EA	59.37	59.37
170	10	12 MJ REG ACC SET L/GLAND IMP	EA	41.89	418.90
180	6	6 MJ REG ACC SET L/GLAND IMP	EA	27.07	162.42
190	8	12 MJ PVC WEDGE RESTRN RED IMP	EA	160.23	1,281.84
200	4	6 MJ PVC WEDGE RESTRN RED IMP	EA	54.50	218.00
210	1	FC202-1320-CC7 12X2CC DI SAD EXPY COATED DBL WIDE 304SS BAND 12.75-13.20 OD	EA	206.56	206.56
220	1	FB1000-7-NL 2 BALLCORP STOP CCXPJ CTS NO LEAD	EA	395.02	395.02
230	200	2X100 CTS DR9 PE TUBE BLUE 250 PSI NSF	FT	2.86	572.00
240	1	C44-77-NL 2 BRS CPLG PJ CTSXPJ CTS NO LEAD	EA	169.32	169.32
250	3	INSERT-55 2 SS INSERT FOR 2 CTS PE TUBE 1.653 ID	EA	4.35	13.05
260	2	3X1000' DET TAPE WATER BLUE	EA	39.62	79.24
270	3	12GA TW BLUE 500' CCS PE30 COPPER CLAD TRACER WIRE PER ROLL	RL	75.00	225.00
280	8	PRO-TRACE TW CONNECTOR - BLUE	EA	3.75	30.00
290		MISC OR OPTIONAL IF NEEDED			
300	1	A423 5-1/4VO 5'0"B HYD 6MJ OL 3W 1-1/2 PENT RED 423-502406	EA	3,428.98	3,428.98
310	2	6 MJ 45 C153 IMP	EA	152.46	304.92
320	1	VALVE SETTER	EA	128.92	128.92
330	1	HYDRANT SETTER	EA	243.54	243.54
340	1	12" CRESCENT PIPE TONGS-HE	EA	2,085.34	2,085.34
350	1	12X13 MJ ANCH CPLG C153 IMP	EA	903.54	903.54



Bid Proposal for 113TH ROAD WATERLINE RELOCATION

Bid #: 4260986

Seq#	Qty	Description	Units	Price	Ext Price
360	1	LABOR 12" HOT TAP CHARGE	EA	1,300.00	1,300.00
				Sub Total	90,992.59
				Tax	0.00
				Total	90,992.59

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



Pennick Enterprises Inc.
 23903 12 Rd
 Montezuma, KS 67867

Estimate

Date	Estimate #
6/9/2025	164

Name / Address
City of Dodge City 806 N 2ND AVE DODGE CITY, KS 67801

P.O. No.
113 RD

qty	Description	Rate	Total
200	DIRECTIONAL DRILL USE INSTALLING 12" C900 CERTA LOK WATER LINE	40.00	8,000.00
120	DIRECTIONAL DRILL USE INSTALLING 6" C900 CERTA LOK WATER LINE	25.00	3,000.00
3	VAC TRAILER USE	150.00	450.00
NOTE: PIPE NOT INCLUDED.			

Subtotal		\$11,450.00
Sales Tax (9.0%)		\$0.00
Total		\$11,450.00