



## CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers  
806 N 2nd Avenue  
Dodge City, KS  
Monday, July 7, 2025  
7:00 p.m.  
**MEETING # 5314**

### CALL TO ORDER

### ROLL CALL

**INVOCATION BY** Pastor Joel Tuche, Dodge City Church of Nazarene

### PLEDGE OF ALLEGIANCE

### PUBLIC HEARING

Issuance of Industrial Revenue Bonds (GLO at the Casino Project)

### APPROVAL OF AGENDA

### PETITIONS & PROCLAMATIONS

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

Mini MPA Presentation - Wichita State University

Dodge City Police Officers & CSO, Oath of Honor - Chief Francis

### CONSENT CALENDAR

1. Approval of City Commission Study Session Minutes, June 16, 2025.
2. Approval of City Commission Meeting Minutes, June 16, 2025.
3. Approval of Special City Commission Meeting Minutes, June 27, 2025.
4. Appropriation, Ordinance No. 13, July 7, 2025
5. Cereal Malt Beverage License:
  - a. Loves Travel Stop #62, 400 E. Wyatt Earp Blvd.
  - b. Love's Travel Stop #58, 1108 W. Wyatt Earp Blvd.
  - c. El Charro Restaurant, 1209 W. Wyatt Earp Blvd.  
(on file in city clerk's office)

6. Approval of Request for Extension of the (CDBG) Community Development Block Grant.
7. Approve the Purchase Price for the Temporary Construction Easements for the S. Dodge Trail Extension.

## **ORDINANCES & RESOLUTION**

**Resolution No. 2025-22:** A Resolution of the Governing Body of the City of Dodge City, Kansas Determining the Advisability of Issuing Industrial Revenue Bonds for the Purpose of Financing the Acquisition, Construction and Equipping of a Commercial Facility to be Located in the City; and Authorizing Execution of Related Documents. Report by Nicole May, Finance Director.

**Resolution No. 2025-23:** A Resolution Allowing for the Temporary Sales and Consumption of Alcohol Beverages for a Special Event at the Long Branch Lagoon. Report by Daniel Cecil, Parks and Recreation Director.

**Resolution No. 2025-24:** A Resolution Authorizing the City of Dodge City, Kansas to Accept and Administer Grant Funds from the Kansas Children's Cabinet and Trust Fund for the Development of a Childcare Center and Authorizing the City Manager to Execute Necessary Documents. Report by Paige Gilmore, City Attorney.

**Resolution No. 2025-25:** A Resolution Authorizing the Offering for Sale of General Obligation Bonds, Series 2025-A, and General Obligation Temporary Notes, Series 2025-1, of the City of Dodge City, Kansas. Report by Nicole May, Finance Director.

## **NEW BUSINESS**

1. Approval of Memorandum of Understanding (MOU) with the Childcare Coalition of Dodge City. Report by Joann Knight, Executive Director of Dodge City/Ford County Development Corporation.
2. Approval of the Purchase and Installation of Equipment for the new Rescue Truck that was purchased for Dodge City Fire Department. Report by Bradley Hines, Dodge City Fire Chief.
3. Approve the Quote from R. E. Pedrotti to add the Necessary SCADA Hardware, Software, Along with Installation of the SCADA System to the Rodeo Hills Lift Station. Report by Ray Slattery, Director of Engineering.
4. Approve Staffs Recommendations for the Notice of Revenue Neutral Rate Intent to Exceed the RNR. Report by Nicole May, Finance Director.
5. Approval of Purchase of Go Carts, Track, and Carts. Report by City Manager, Nick Hernandez.

**OTHER BUSINESS**

**STAFF REPORTS**

**ADJOURNMENT**



## CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, June 16, 2025

6:00 p.m.

All Commissioners Present

### STUDY SESSION

- Representatives of Victory Electric gave a presentation on front lot electric utility meters for new developments. City Ordinance will
- Finance Director, Nicole May gave a presentation on the City of Dodge City Budget

### ADJOURNMENT

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

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## CITY COMMISSION MEETING MINUTES

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** Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

Mayor Jeff Reinert made a motion to open the public hearing on the Iron Flats Addition Assessments. Commissioner Daniel Pogue seconded the motion. There were no public comments. Mayor Reinert closed the public hearing.

**APPROVAL OF AGENDA**

Commissioner Rick Sowers made a motion to approve the agenda as presented. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

**PETITIONS & PROCLAMATIONS**

Mayor Reinert read the CRAB 15th Anniversary Proclamation and proclaimed June 21st, 2025 to be the 15<sup>th</sup> 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.

Brenda Carmona, chair of Cultural Relations Advisory Board, invited the commission and community to celebrate the 15-year anniversary, June 22<sup>nd</sup> at 4:00 pm at the Gallery of the Boot Hill Museum.

Building Solutions, LLC, gave an update on the Downtown Street Scape Project spoke on the

**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.

Commissioner Chuck Taylor made a motion to approve the consent calendar as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

**ORDINANCES & RESOLUTIONS**

**Ordinance No. 3832:** An Ordinance designating Dodge City Days as a Special Event in the City of Dodge City, Kansas was approved on a motion by Commissioner Michael Burns. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

**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 was approved by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

**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 was approved on a motion by Commissioner Daniel Pogue. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

**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) was approved on a motion by Commissioner Michael Burns. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

**Resolution No. 2025-20:** A Resolution determining the advisability of making certain internal improvements in the City of Dodge City, Kansas; making certain findings for the making of the improvements in accordance with such findings (15<sup>th</sup> Avenue Development) was approved on a motion by Commissioner Daniel Pogue. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

**UNFINISHED BUSINESSES**

1. Commissioner Rick Sowers made a motion to approve the direct pay agreement between Sunview Development LLC and Dodge City. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

**NEW BUSINESS**

1. Commissioner Daniel Pogue made a motion to approve purchasing a dump Truck with snowplow for Public Works Utility Department from Ascendance in the amount of \$252,433.11. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
2. Commissioner Rick Sowers made a motion to approve Change Order #2 with Building Solutions in the amount of \$44,433.03 for United Village Sub-Division. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
3. Commissioner Michael Burns made a motion to approve the purchase and installation of a new entrance sign at Dodge City Regional Airport with Lumineo Signs in the amount of \$60,005.33. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
4. Commissioner Daniel Pogue made a motion to approve the purchase of materials and boring services for the relocation of the waterline on 113<sup>th</sup> Road in the amount not to exceed \$90,992.59. Commissioner Chuck Taylor 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



## SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

ZOOM

Dodge City, KS

FRIDAY, June 27, 2025

7:00 p.m.

MEETING # 5313

### CALL TO ORDER

**ROLL CALL** Vice Mayor Daniel Pogue, Commissioners Rick Sowers, Chuck Taylor, Michael Burns joined on zoom, Mayor Jeff Reinert absent.

**APPROVAL OF AGENDA** Commissioner Chuck Taylor made a motion to approve the agenda. Commissioner Michael Burns seconded the motion. Motion carried 4 - 0.

### ORDINANCES & RESOLUTIONS

**Resolution No. 2025-21:** A Resolution Allowing for the Temporary Sales and Consumption of Alcohol Beverages for a Special Event at the Long Branch Lagoon. Was approved on a motion by Commissioner Rick Sowers. Commissioner Michael Burns seconded the motion. The motion carried 4 - 0.

### ADJOURNMENT

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

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# Memorandum

To: City Manager, City Commissioners  
From: Rocio Montiel, Housing & Special Projects Coordinator  
Date: July 7<sup>th</sup>, 2025  
Subject: CDBG Extension Request Approval  
Agenda Item: Consent Calendar

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**Recommendation:**

Staff recommends approving the attached grant extension request letter for the CDBG Revive the Block program to allow for the timely processing and reimbursement of final payments for the completed housing rehabilitation projects.

**Background:**

On August 16, 2021, the City of Dodge City approved Resolution 2021-20, authorizing the application for Community Development Block Grant (CDBG) assistance. The Kansas Department of Commerce approved the City's project application for \$300,000 in funding.

Since receiving these funds, we have successfully completed twelve housing rehabilitation projects within the targeted neighborhood. The final homes were completed on June 9, 2025; however, the Request for Payment (RFP) documentation was not finalized in time to meet the original grant closing deadline of June 15, 2025. A two-month extension will allow sufficient time to complete all reimbursement submissions and finalize the grant closeout process in accordance with program requirements.

**Justification:**

Housing continues to be a critical challenge in Dodge City and Ford County. Efficient grant administration and timely reimbursement support our broader housing strategy and ensure that all work performed under the grant is appropriately documented and closed out.

**Financial Considerations:**

None at this time.

**Purpose/Mission:**

To provide adequate housing opportunities to support present and future growth in Dodge City.

**Legal Considerations:**

None.

**Attachments:**

CDBG Extension Request Letter to Kansas Department of Commerce – Tim Parks  
Contract Amendment Request Form



July 7<sup>th</sup>, 2025

Kansas Department of Commerce  
1000 SW Jackson Street  
Suite 100  
Topeka, KS 66612

Mr. Tim Parks:

The City of Dodge City would like to formally request a brief extension related to our current CDBG grant, originally set to conclude on June 15, 2025. Specifically, we are requesting a two-month extension to allow sufficient time for processing and receiving final payments on our last three completed housing projects.

All rehabilitation work on these homes was completed as of June 9, 2025. However, due to internal delays, we were unable to finalize and submit the Request for Payment (RFP) documentation in time to meet the grant's closing deadline. This extension would allow us to submit the necessary paperwork for reimbursement and ensure all project closeout procedures are completed accurately and in compliance with program requirements.

We appreciate your continued support of our housing initiatives and respectfully ask for your consideration of this extension. Please let us know if any additional documentation is required.

Sincerely,

Nickolaus Hernandez  
City Manager  
City of Dodge City

**INSTRUCTIONS: SUBMIT TO COMMERCE TWO ORIGINALLY SIGNED COPIES WITH COVER LETTER CONTAINING REASON(S) FOR REQUEST.**

**CONTRACT AMENDMENT/REQUEST # 3**

Grantee Name: City of Dodge City Grant #: CDBG #22-HR-004  
 Address, City, Zip: 806 N. 2nd Ave, Dodge City, KS, 67801

Date of Request: Monday, July 7th, 2025 Check as Applicable:  
 Contract Award Date: \_\_\_\_\_ Time Extension   
 Current Completion Date: Saturday, June 15, 2025 Budget Amendment

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional 2 months needed. New completion date 08/15/2025

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.** If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
TOTALS				

Explanation of Request (attach additional sheets, if needed):

The amendment shall become effective on \_\_\_\_\_, 20\_\_\_\_. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

\_\_\_\_\_  
 Authorized Signature – Chief Elected Official

\_\_\_\_\_  
 Kansas Department of Commerce

\_\_\_\_\_  
 Typed Name and Title

\_\_\_\_\_  
 CDBG Program

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



# Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: July 7, 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:

Red Brick Rentals	\$ 500.00
Robert Waddell III	\$ 500.00
Socorro Salazar	<u>\$ 500.00</u>

<b>TOTAL</b>	<b>\$1,500.00</b>
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Amount \$: 1,500.00

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*

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**Ray Slattery, Dir. Of Engineering Services**

City of Dodge City  
Project: South Dodge Trail  
Property Address: 411 Sunnyside Ave Dodge City, KS

**AGREEMENT TO PURCHASE TEMPORARY EASEMENT**

THIS AGREEMENT is made this 24 day of June, 2025 by and between, **Red Brick Rentals, a Kansas limited liability company** (“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 411 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. Access to the driveway will not be restricted for more than 7 days.
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: Red Brick Rentals LLC**

**BY:** \_\_\_\_\_  
Name: *Jose Chavira*  
Title: *OWNER*

**BUYER: CITY OF DODGE CITY, KANSAS**

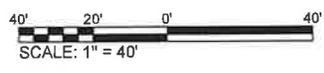
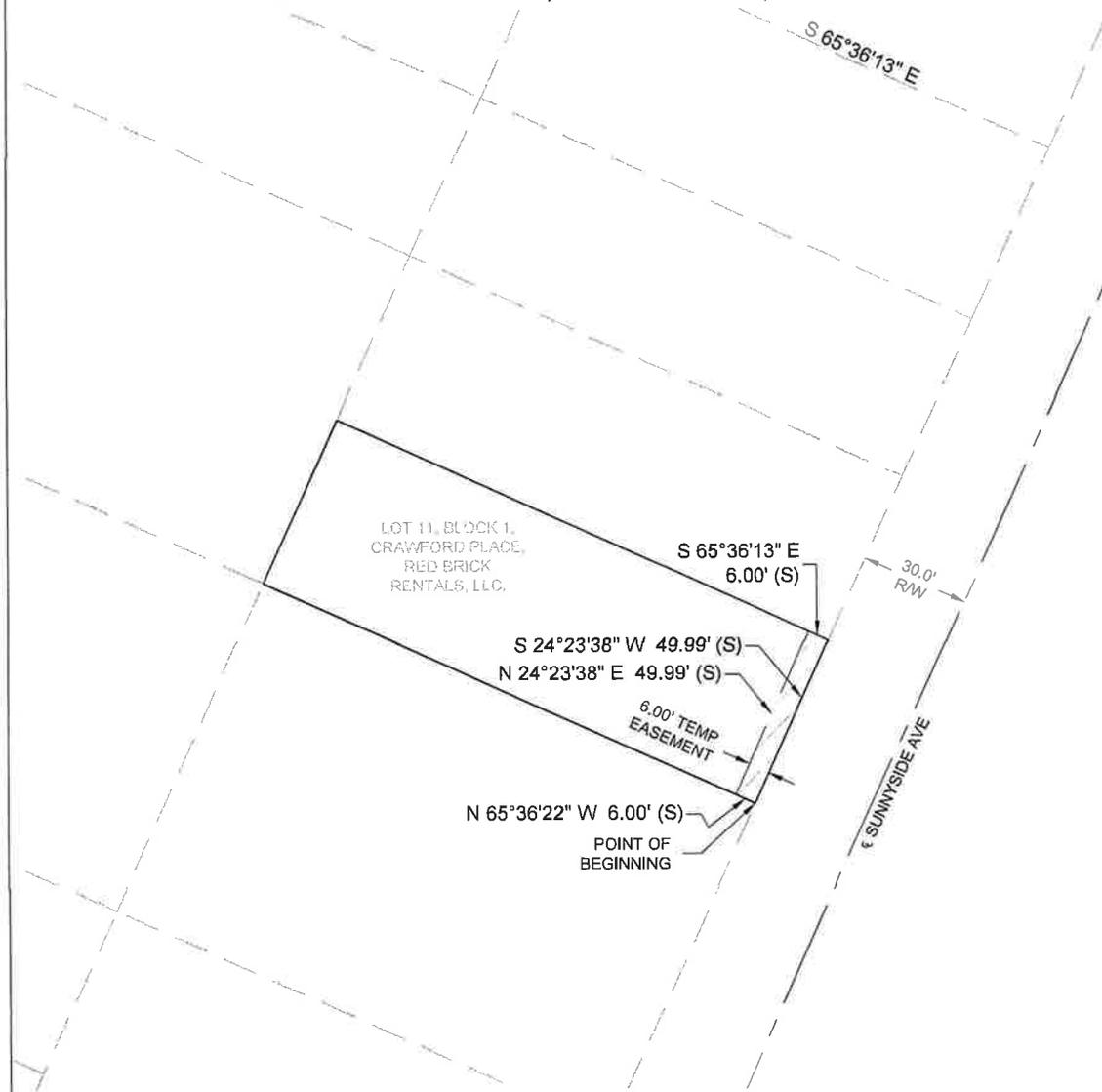
\_\_\_\_\_  
Mayor

**ATTEST**

\_\_\_\_\_  
City Clerk

# TEMPORARY EASEMENT EXHIBIT

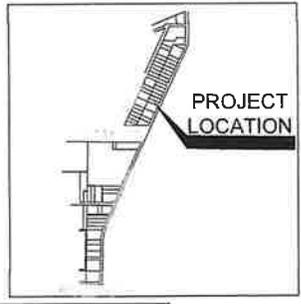
## SOUTH DODGE TRAIL, DODGE CITY, KANSAS



### LEGEND

- (S) Surveyed Dimension
-  Temporary Easement Hatch

### VICINITY MAP (NOT TO SCALE)



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Exhibit #18 Drawn By:RJC Project #2304-0120 TDS #94

# TEMPORARY EASEMENT EXHIBIT

## SOUTH DODGE TRAIL, DODGE CITY, KANSAS

### DESCRIPTION:

A tract of land in Lot 11, 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 11, Block 1, Crawford Place: thence  
N 65°36'22" W 6.00 feet; thence  
N 24°23'38" E 49.99 feet; thence  
S 65°36'13" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence  
S 24°23'38" W 49.99 feet to the point of beginning, containing 300 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

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Exhibit #18 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City  
Project: South Dodge Trail  
Property Address: 523 Sunnyside Ave Dodge City, KS

**AGREEMENT**

THIS AGREEMENT is made this 9 day of June, 2025 by and between, **Robert Waddell III** (“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 523 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

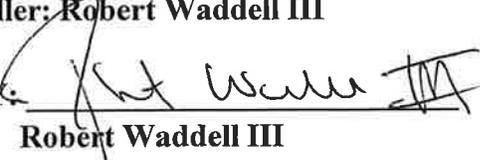
the right of possession and the right to make use of such easements for their stated purpose. Within thirty (30) days following delivery of such executed instruments by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, 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: Robert Waddell III**

BY:   
**Robert Waddell III**

**BUYER: CITY OF DODGE CITY, KANSAS**

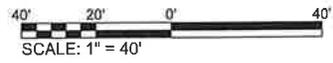
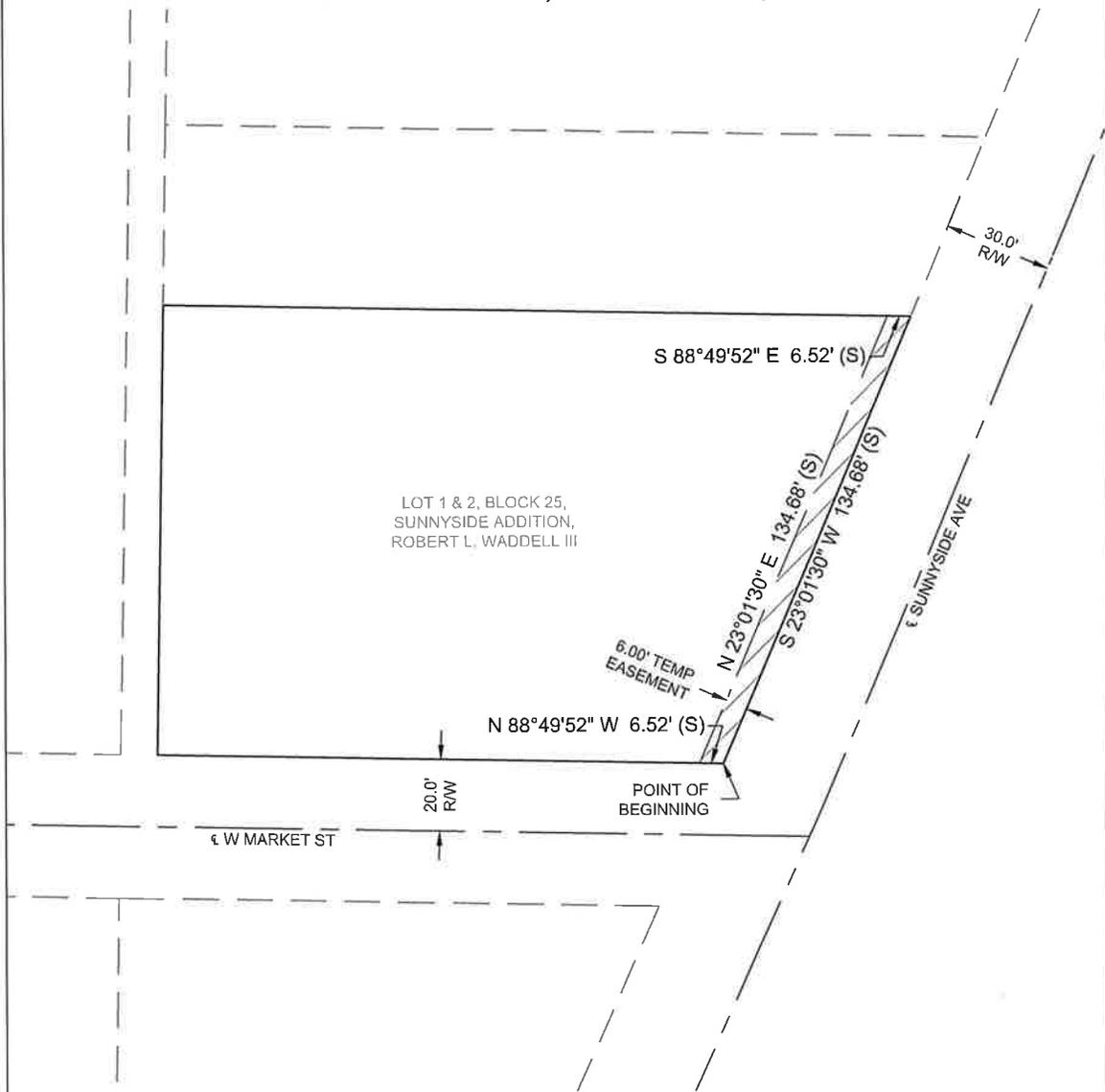
\_\_\_\_\_  
Mayor

**ATTEST**

\_\_\_\_\_  
City Clerk

# TEMPORARY EASEMENT EXHIBIT

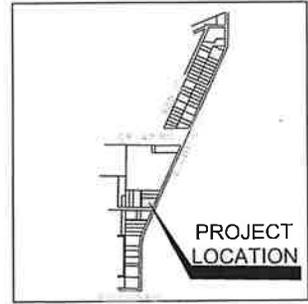
## SOUTH DODGE TRAIL, DODGE CITY, KANSAS



### LEGEND

- (S) Surveyed Dimension
- Temporary Easement Hatch

### VICINITY MAP (NOT TO SCALE)



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Exhibit #27 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 Lots 1 and 2, Block 25, 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 the Southeast Corner of said Lot 1, Block 25, Sunnyside Addition; thence  
N 88°49'52" W 6.52 feet; thence  
N 23°01'30" E 134.68 feet; thence  
S 88°49'52" E 6.52 feet to the West right of way line of Sunnyside Avenue; thence  
S 23°01'30" W 134.68 feet to the point of beginning, containing 807 square feet.  
Tim Sloan, PS-783, February 12, 2025.

Subject to easements and restrictions of record.

SMH Consultants  
By: Tim Sloan

  
Tim Sloan, P.S.  
Vice-President



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Exhibit #27 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City  
Project: South Dodge Trail  
Property Address: 319 Sunnyside Ave Dodge City, KS

**AGREEMENT TO PURCHASE TEMPORARY EASEMENT**

THIS AGREEMENT is made this 17 day of June, 2025 by and between, **Socorro Salazar** (“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 319 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.

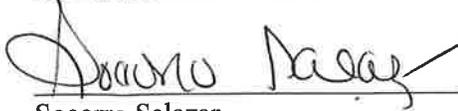
5. Additional Terms: Each party agrees, acknowledges, warrants and represents:

- (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: Socorro Salazar**

  
Socorro Salazar

**BUYER: CITY OF DODGE CITY, KANSAS**

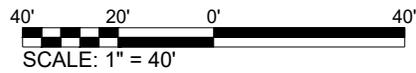
\_\_\_\_\_  
Mayor

**ATTEST**

\_\_\_\_\_  
City Clerk

# TEMPORARY EASEMENT EXHIBIT

## SOUTH DODGE TRAIL, DODGE CITY, KANSAS



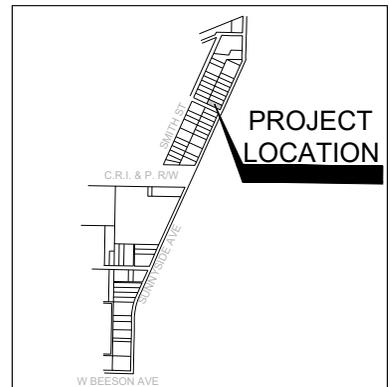
### LEGEND

(S) Surveyed Dimension



Temporary Easement Hatch

### VICINITY MAP (NOT TO SCALE)



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Exhibit #12 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 1, 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 1, 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

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Exhibit #12 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:** July 2, 2025  
**Subject:** Resolution 2025-22 and Public Hearing  
**Agenda Item:** Public Hearing and Ordinance and Resolutions

---

**Recommendation:** The Tax Abatement Review Committee consisting of representatives from the affected taxing entities recommends approval of the intent to issue Industrial Revenue Bonds and a ten-year tax exemption with PILOT agreement for 16 Tons LLC (Glo Hotel), and approval of Resolution No. 2025-22.

**Background:** IRB's are an economic development tool that is statutorily permitted to provide funds to pay the costs of acquisition, construction and equipping a commercial business. They are special revenue bonds. Businesses typically utilize IRB's for the sales tax exemption of materials and equipment or other favorable tax and financing issues. The first step in this process is to issue a letter of intent for the City to issue these bonds. 16 Tons LLC, is asking the City of Dodge City to issue an amount not to exceed \$16,400,000 in Industrial Revenue Bonds to provide funds to pay the costs of the acquisition, construction and equipping of a new hotel.

This resolution is a resolution of intent and the conditions to actual issuance of the bonds is subject to the passage of an ordinance authorizing the issuance of the bonds.

When the Industrial Revenue Bonds are issued, the City of Dodge City will have no financial obligation, as the bonds are not backed by the City. 16 Tons LLC will be responsible for repaying the bonds.

16 Tons LLC submitted an IRB and tax abatement application. The \$16.4 million investment will employ 24 new jobs.

The committee consisting of Simeon Russell with USD 443, Debbie Cox and JD with Ford County, and Nick Hernandez and Nicole May City of Dodge City met to consider this request. The committee voted unanimously to recommend to the City Commission to grant a 10-year 100% exemption with a PILOT agreement.

A notice was published in the Dodge City Daily Globe on June 28, 2025, notifying the public that a Public Hearing will be held on July 7, 2025 to consider the 16 Tons LLC Tax Exemption request. A notice was also sent to Ford County and USD 443.

**Justification:** Tax exemptions are eligible for up to 100% for ten years under the constitution property tax exemption laws of the State of Kansas.

**Financial Considerations:** The cost benefit for each local taxing entity shows in excess of a 19.3% – 70.6% rate of return. The payback period ranges from 1.6 – 5.5 years. This indicates a favorable project to the local community as well as the State of Kansas.

**Purpose/Mission:** On going community improvement allows jobs to be retained and grown in Dodge City.

**Legal Considerations:** Allowed by the Kansas Constitution.

**Attachments:** Resolution 2025-22 and Cost Benefit Study

**RESOLUTION NO. 2025-22**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

**WHEREAS**, the City of Dodge City, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Dodge City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$16,400,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the corporate limits of the Issuer and to be leased by the Issuer to 16 Tons LLC, a Kansas limited liability company, or another legal entity to be formed by the principals of 16 Tons LLC (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$16,400,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g)

the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the governing body of the Issuer with this Resolution.

Section 4. **Property Tax Exemption and Payment in Lieu of Taxes.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*; and (c) for real estate on which the Project will be located. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. **Execution and Delivery of Bond Purchase Agreement.** At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

**ADOPTED** by the governing body of the City of Dodge City, Kansas on July 7, 2025.

[SEAL]

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Mayor

Attest:

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Clerk

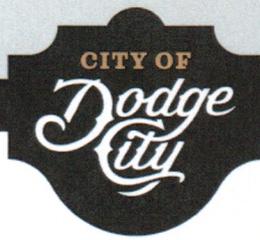
**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on July 7, 2025, as the same appears of record in my office.

DATED: July \_\_\_\_, 2025.

---

Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commission

**From:** Daniel Cecil, Parks and Recreation Director

**Date:** July 7, 2025

**Subject:** Approval of Resolution 2025-23 for the Temporary Consumption of Alcohol at Long Branch Lagoon

**Agenda Item:** Ordinances and Resolutions

---

**Purpose:** Allow for the sale of alcohol at Adult Night at the Long Branch Lagoon from 7:00 pm-10:00pm. Saturday, July 12, 2025.

**Recommendation:** Staff recommends the approval of Resolution 2025-23 to allow the sale and consumption of alcoholic beverages on a temporary basis for a private function at Long Branch Lagoon.

**Background:** The City of Dodge City's ordinances have a prohibition against the sale, service or consumption of cereal malt beverages or alcoholic beverage on city property unless there is a specific resolution exempting a location. The ordinance reads that certain city-owned property is exempted from this prohibition and other property be exempted as determined from time to time by duly adopted motion of the City Commission. The Long Branch Lagoon will host an Adult Night Swim event at Long Branch Lagoon on Saturday, July 12<sup>th</sup> from 7:00-10:00pm. The City has contacted Dodge City Brewing to sell alcohol at the event.

Previously, there were similar events at the Long Branch Lagoon and there were no issues related to the sale of alcohol. We recently held an adult night swim on June 28<sup>th</sup> and had our biggest crowd ever and everyone enjoyed the environment and opportunity at Long Branch Lagoon. Dodge City Brewing has provided proof of their drinking establishment/caterer liquor license from the Kansas Alcoholic and Beverage Control Division. The ordinance allows the prohibition to be exempted upon motion of the City Commission.

**City Commission Options:**

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

**Financial Considerations:** There are no financial considerations at this time.

**Legal Considerations:** This resolution is required to allow for the temporary sale and consumption of alcohol on City property that is not allowed by City Ordinance 3346.

**Mission/Values:** This aligns with the City's goal to make Dodge City a fun and inviting place to live and work.

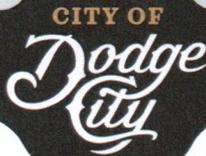
**Attachments:** Resolution 2025-23

Approved for the Agenda by:



---

Daniel Cecil, Parks and Recreation Director



RESOLUTION NO. 2025-23

A RESOLUTION DESIGNATING THE ADULT NIGHT SWIM AT THE LONG BRANCH LAGOON AS A SPECIAL EVENT IN THE CITY OF DODGE CITY, KANSAS.

WHEREAS, the Adult Night Swim is a one-night private event to be held July 12, 2025; and,

WHEREAS, a night with drinks and food is set to be held during this special event; and,  
WHEREAS, K.S.A. 41-719 allows for a city to designate events or other similar gatherings, such as Adult Night Swim, 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, commonly known as Long Branch Lagoon Adult Night Swim as a "special event" in Dodge City, Kansas. This special event will extend for a period of one (1) evening beginning on July 12, 2025, at 7:00 pm and ending on July 12, 2025, at 10:00 pm.

The Resolution will take effect upon approval by the City Commission.

Approved this 7th day of July 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Memorandum

**To:** City Commissioners  
**From:** Paige Gilmore, City Attorney  
**Date:** July 7, 2025  
**Subject:** Adoption of Resolution No. 2025-24  
**Agenda Item:** Ordinances and Resolutions

---

**Purpose:** For the City of Dodge City (City) to act as a pass-through entity to receive grant funds from the Kansas Children’s Cabinet and Trust Fund and distribute them to the Childcare Coalition of Dodge City (Childcare Coalition) for the purpose of expanding childcare in Dodge City.

**Recommendation:** Staff recommends approval of Resolution 2025-24, authorizing the City of Dodge City to accept and administer the Kansas Children’s Cabinet and Trust Fund for the development of a childcare facility and authorizing the City Manager to execute all necessary documents.

**Background:** The Childcare Coalition , a 501(c)(3) organization in Dodge City, KS dedicated to providing access to childcare for Dodge City families has worked to secure funding from the State of Kansas in the form of a grant through the Kansas Children’s Cabinet and Trust Fund in the amount of 1.25 million dollars of reimbursement grant money to reimburse for expenses related to the development of a childcare center.

Due to the nature of this grant as a reimbursement grant reimbursing expenses already paid and the necessity to pay up-front for much of the costs of development, the Childcare Coalition proposes to partner with the City. The Childcare Coalition will take responsibility for development and any and all liabilities associated with developing, owning, and operating the childcare center. The City will establish an account called the Childcare Center Account through which the City will provide funding to front the costs of development which will then be reimbursed dollar for dollar from funding sources. As part of this agreement, the City must enter into an agreement with the Kansas Children’s Cabinet and Trust Fund to accept the grant funds. This Resolution demonstrates the City’s commitment to administering the funds and grants authority to the city manager to execute an agreement with the Kansas Children’s Cabinet and Trust Fund and any other required documents to effectuate receipt of the grant funds.

**City Commission Options:**

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

**Financial Considerations:** Accepting this Resolution will allow the City to enter into an agreement whereby the Kansas Children’s Cabinet and Trust Fund will reimburse development costs related to a childcare center up to 1.25 million dollars.

**Legal Considerations:** This Resolution has been reviewed by the City Attorney and approved as to form. The Resolution would give the City Manager authority to enter into an agreement with the Kansas Children's Cabinet and Trust Fund to receive grant funds.

**Mission/Values:** This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

**Attachments:** Resolution No. 2025-24

**Approved for the Agenda by:**



---

**Paige Gilmore, City Attorney**

**RESOLUTION NO. 2025-24**

**A RESOLUTION AUTHORIZING THE CITY OF DODGE CITY, KANSAS TO ACCEPT AND ADMINISTER GRANT FUNDS FROM THE KANSAS CHILDREN’S CABINET AND TRUST FUND FOR THE DEVELOPMENT OF A CHILDCARE CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS.**

**WHEREAS**, The City of Dodge City Kansas (“the City”) has legal authority to apply for, receive, and administer federal, state and other monies through Home Rule Power under the Constitution of the State of Kansas; and

**WHEREAS**, the City will act as a pass-through entity receiving funds from the Kansas Children’s Cabinet and Trust Fund and distributing them to the Childcare Coalition for the development of a childcare center; and

**WHEREAS**, the City acknowledges the responsibilities associated with the administration of these funds, including compliance with all reporting requirements as outlined by the Kansas Children’s Cabinet and Trust Fund; and

**WHEREAS**, the City is committed to ensuring the timely and efficient administration of the grant funds, with a timeline for fund administration and project completion to be established in accordance with the grant agreement; and

**WHEREAS**, after due consideration, the City Commission of the City of Dodge City desires to accept and administer grant funds for the development of a childcare center.

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

**SECTION 1:** That the City Commission does hereby authorize City Manager Nickolaus J. Hernandez to accept and administer grant funds from the Kansas Children’s Cabinet and Trust Fund on behalf of the City of Dodge City, Kansas.

**SECTION 2:** That the City does hereby assure the Kansas Children’s Cabinet and Trust Fund that it will comply with all reporting requirements, including monthly and quarterly reports, as well as a final report at the end of the grant period.

**SECTION 3:** That the City will establish a timeline for the administration of the grant funds and the completion of the childcare center project, ensuring that all activities are conducted in a timely and efficient manner.

**SECTION 4:** That City Manager Nickolaus J. Hernandez is authorized to execute any necessary documents and agreements related to the administration of the grant funds and to act as the official representative of the City of Dodge City in this and subsequent related activities.

**SECTION 5:** That the City hereby assures the Kansas Children’s Cabinet and Trust Fund that it is willing and able to administer all activities involved with the project, including the distribution of funds to the Childcare Coalition.

**SECTION 6:** This Ordinance shall take effect from and following its publication in the official city newspaper as provided by law.

**PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS IN  
REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
JEFFERY J. REINERT, MAYOR

ATTEST:

\_\_\_\_\_  
CONNIE MARQUEZ, CITY CLERK



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nicole May, Finance Director

**Date:** July 2, 2025

**Subject:** Resolution No. 2025-25

**Agenda Item:** Ordinances and Resolutions

---

**Purpose:** To offer for sales General Obligation Bonds and Temporary Notes, approve the Preliminary Official Statement and provide for the notice of sales for the bonds and notes.

**Recommendation:** I recommend the City Commission approve Resolution No. 2025-25.

**Background:** Resolution No. 2025-25 is a resolution authorizing the offering for sale of General Obligation Bonds, Series 2025-A and General Obligation Temporary Notes, Series 2025-1 of the City of Dodge City, Kansas.

Included in the offering will be: General Obligation Bonds Series 2025-A to finance improvements to the North Bound 14<sup>th</sup> Avenue Bridge, improvements related to the Gunsmoke Trail Extension, and Trail St. Reconstruction. Temporary Notes Series 2025-1 to finance 15<sup>th</sup> Avenue Development– Sewer, Water, Street and Drainage Improvements.

These improvements were previously approved by the City Commission by Resolutions.

The Resolution states the Mayor and Director of Finance in conjunction with the Financial Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement and to such document to sell the bonds.

The Resolution also states the Director of Finance, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of the bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Ford County, Kansas, and the Kansas Register. In addition, the Director of Finance and the Financial Advisor are authorized and directed to distribute copies of the Notices and Preliminary Official Statement to prospective purchasers of the Securities.

The resolution also authorizes the Mayor, Director of Finance and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel to take such other action as may be necessary to: (a) carry out the sale of the Securities; and (b) make provision for payment and/or redemption of the Temporary Notes from proceeds of the Bonds, and other available funds, if necessary.

**City Commission Options:**

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

**Financial Considerations:** The payment schedule will be a 20-year schedule and payments made from the Bond and Interest Fund and Special Assessments will be used for the internal improvements.

Amount \$: Bonds \$16,395,000 Temporary Notes \$2,000,000

Fund:                      Dept:                      Expense Code:

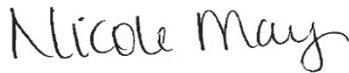
Budgeted Expense     Grant                       Bonds                       Other

**Legal Considerations:** Legal considerations fulfilled by authorizing resolution.

**Mission/Values:** We strive for high service and performance standards.

**Attachments:** Resolution 2025-25. Preliminary Official Statement is available in the Office of the Finance Director for review.

**Approved for the Agenda by:**



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**Nicole May, Finance Director**

**RESOLUTION NO. 2025-25**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2025-A, AND GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-1, OF THE CITY OF DODGE CITY, KANSAS.**

**WHEREAS**, the City of Dodge City, Kansas (the “Issuer”), has previously authorized certain improvements described as follows (collectively the “Bond Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Financed Amount*</u>
Iron Flats, Phase 1 – Sewer, Water, Street and Drainage Improvements	2023-12	12-6a01 <i>et seq.</i>	\$6,868,639.85
Street reconstruction and replacement of water mains	2023-32	13-1024a/Charter 41	605,190.32
Gunsmoke Trail Extension	2025-19	13-1024a/Charter 41	500,920.00
N. Bound 14th Avenue Bridge	2025-19	13-1024a/Charter 41	2,200,575.00
Trail St. Reconstruction	2025-19	13-1024a/Charter 41	<u>6,020,000.00</u>
<b>Total:</b>			<b><u>\$16,195,325.17</u></b>

\* Plus costs of issuance

**WHEREAS**, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Bond Improvements and to retire the following temporary notes of the Issuer, which were issued to temporarily finance a portion of the costs of the Bond Improvements (the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>
2023-1	08/31/2023	09/01/2025	\$6,800,000	\$6,800,000	\$6,800,000

**WHEREAS**, the Issuer has previously authorized certain public improvements described as follows (collectively the “Note Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Authorized Amount*</u>
15 <sup>th</sup> Avenue Development – Sewer, Water, Street and Drainage Improvements	2025-20	12-6a01 <i>et seq.</i>	\$2,000,000

\* Plus associated interest and costs of issuance

**WHEREAS**, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Note Improvements, and it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Note Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer; and

**WHEREAS**, none of such general obligation bonds or temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Note Improvements; and

**WHEREAS**, the City Commission of the Issuer (the “Governing Body”) has selected the firm of Piper Sandler & Co., Leawood, Kansas (the “Municipal Advisor”), as municipal advisor for one or more series of general obligation bonds and temporary notes of the Issuer to be issued for the purposes previously set forth; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and temporary notes and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds and temporary notes; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Director of Finance and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said general obligation bonds and temporary notes.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS, AS FOLLOWS:**

**Section 1.** There is hereby authorized to be offered for sale the Issuer’s General Obligation Bonds, Series 2025-A (the “Bonds”) and the General Obligation Temporary Notes, Series 2025-1 (the “Notes,” and collectively with the Bonds, the “Securities”) described in the respective notices of sale (collectively the “Notices of Sale”). All proposals for the purchase of the Securities shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notices of Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals therefor and award the sale of the Notes or reject all proposals therefor.

**Section 2.** The Mayor and Director of Finance in conjunction with the Municipal Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Securities (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Securities.

**Section 3.** The Director of Finance, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said sales by publishing a summary of the notice of bond sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Ford County, Kansas, and the *Kansas Register*, and by distributing copies of the Notices of Sale and Preliminary Official Statement to prospective purchasers of the Securities. Proposals for the purchase of the Securities shall be submitted upon the terms and conditions set forth in the Notices of Sale, and awarded or rejected in the manner set forth in the Notices of Sale.

**Section 4.** For the purpose of enabling the respective purchasers of the Securities (collectively the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Director of Finance are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market

disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Securities or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Mayor, City Manager, City Attorney, Clerk, Director of Finance and the other officers and representatives of the Issuer, the Municipal Advisor, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Securities.

The transactions described in this Resolution may be conducted, and documents related to the Securities may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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**ADOPTED** by the City Commission on July 7, 2025.

(SEAL)

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Mayor

ATTEST:

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Clerk

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

\_\_\_\_\_, 2025

Re: City of Dodge City, Kansas, General Obligation Bonds, Series 2025-A, and General Obligation Temporary Notes, Series 2025-1

The undersigned are the duly acting Mayor and Director of Finance of the City of Dodge City, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the respective purchasers (collectively the "Purchaser") of the above-referenced bonds and notes (the "Securities") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Securities.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amounts, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Securities depending on such matters.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Title: Director of Finance

**NOTICE OF BOND SALE**

**\$16,395,000\***

**CITY OF DODGE CITY, KANSAS**

**GENERAL OBLIGATION BONDS  
SERIES 2025-A**

(GENERAL OBLIGATION BONDS PAYABLE  
FROM UNLIMITED AD VALOREM TAXES)

**Bids.** Facsimile and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”) of the City of Dodge City, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Director of Finance of the Issuer at the address hereinafter set forth in the case of facsimile bids, and via PARITY® in the case of electronic bids, until 10:00 A.M. applicable Central Time (the “Submittal Hour”), on

**AUGUST 4, 2025**

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the “Successful Bidder”) will be acted upon by the City Commission of the Issuer (the “Governing Body”) at its meeting to be held at 7:00 P.M. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

**Terms of the Bonds.** The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated August 28, 2025 (the “Dated Date”), and will become due in principal installments on September 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2026	\$[ ]	2036	\$
2027		2037	
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026 (the “Interest Payment Dates”).

**\*Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Bonds or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder, but in no event will the total principal amount of the Bonds exceed \$[16,705,000]. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone, electronic or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m. applicable Central Time, on the Sale Date. The actual purchase price for the Bonds shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Bonds, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

**Place of Payment.** The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the "Bond Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date") (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

**Bond Registration.** The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the "State"). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

**Book-Entry-Only System.** The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in "book entry" form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to

the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

### **Redemption of Bonds Prior to Maturity.**

**General.** Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

**Optional Redemption.** At the option of the Issuer, Bonds maturing on September 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to maturity on September 1, 2032, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Mandatory Redemption.** A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the “Term Bonds”) scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY®.

**Notice and Effect of Call for Redemption.** Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, any provider of municipal bond insurance and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

**Authority, Purpose and Security.** The Bonds are being issued pursuant to K.S.A. 12-6a01 *et seq.*, and K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, as amended, and an ordinance and a resolution adopted by the Governing Body (collectively the “Bond Resolution”) for the purpose of paying the cost of certain public improvements (the “Improvements”). The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, and if not so paid, from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

**Submission of Bids.** Facsimile bids must be made on forms which may be procured from the Municipal Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Bonds, Series 2025-A.” Facsimile bids should not be preceded by a cover sheet and should be sent only once to **(913) 345-3393**. Confirmation of receipt of facsimile bids may be made by contacting the Municipal Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Bond Sale. **Any bid submitted shall include the initial offering prices to the public for each maturity of the Bonds.** If provisions of this Notice of Bond Sale conflict with those of PARITY®, this Notice of Bond Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately. The Issuer and Municipal Advisor shall not be responsible for failure of the transmission or the receipt of any bid.

**PARITY®.** Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

**Conditions of Bids.** Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 3%; and (c) no supplemental interest payments will be considered. The difference between the highest rate specified and the lowest rate specified cannot exceed 4%. No bid for less than **100%** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

**Good Faith Deposit.** A good faith deposit (the “Deposit”) in the amount of \$327,900 payable to the order of the Issuer is required in order to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid. The Deposit may be submitted at the address hereinafter set forth in either of the following forms:

(a) *Certified or Cashier’s Check.* Certified or cashier’s check drawn on a bank located in the United States of America received by the Issuer or the Municipal Advisor **prior to the Submittal Hour**; or

(b) *Wire Transfer.* Wire transfer submitted by the Successful Bidder in Federal Reserve funds, immediately available for use by the Issuer **not later than 2:00 p.m. applicable Central Time on the Sale Date** (wire transfer information may be obtained from the Municipal Advisor at the addresses set forth below).

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Municipal Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made; (b) the amount of the wire transfer; and (c) return wire transfer instructions in the event such bid is unsuccessful. Checks submitted for Deposits by unsuccessful bidders will be returned; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received on the next business day following the Sale Date. The Issuer reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the

Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

**Basis of Award.** Subject to the timely receipt of the Deposit set forth above, the award of the Bonds will be made on the basis of the lowest true interest cost (“TIC”), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the Issuer or the bidder. The Issuer or its Municipal Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer’s acceptance of the Successful Bidder’s proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the Governing Body.

**Bond Ratings.** The Bonds and the outstanding general obligation bonds of the Issuer are rated “[A+]” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC.

**Optional Bond Insurance.** The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder’s Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer.

If the Successful Bidder elects to purchase the Bonds with municipal bond insurance, certain rating agencies will assign their ratings to the Bonds with the understanding that upon delivery of the Bonds, a policy insuring the payment when due of the principal of and interest on the Bonds will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy

after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

**CUSIP Numbers.** CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

**Delivery and Payment.** The Issuer will pay for the preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **AUGUST 28, 2025** (the “Closing Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

#### **Establishment of Issue Price.**

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Bonds and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Municipal Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Bonds pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and (4) the Issuer anticipates awarding the sale of the Bonds to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Bonds.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Bonds to the Successful Bidder and the following provisions shall apply to the Bonds. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of any maturity of the Bonds has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of such maturities are sold to the public. ***Any change in the issue price of any of the Bonds after the Submittal Hour will not affect the purchase price for the Bonds submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

**Preliminary Official Statement and Official Statement.** The Issuer has prepared a Preliminary Official Statement dated [POS Date], “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Municipal Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder’s proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

**Continuing Disclosure.** In the Bond Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

**Assessed Valuation and Indebtedness.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2024 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property .....	\$212,073,884
Tangible Valuation of Motor Vehicles.....	[            ]
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations .....	\$(            ]

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$88,145,000; such amount includes the Issuer’s general obligation temporary notes in the

principal amount of \$1,500,000, also dated as of the Dated Date, which will be issued on the Closing Date.

**Legal Opinion.** The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State. Reference is made to the Preliminary Official Statement for further discussion of federal and State income tax matters relating to the interest on the Bonds.

**Electronic Transactions.** The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Additional Information.** Additional information regarding the Bonds may be obtained from the undersigned or from the Municipal Advisor at the addresses set forth below:

**DATED: July 7, 2025.**

**CITY OF DODGE CITY, KANSAS**

By: Nicole May, Director of Finance

***Issuer:***

City Hall  
806 2nd Avenue  
P.O. Box 880  
Dodge City, Kansas 67801  
Attn: Nicole May, Director of Finance  
Phone No.: (620) 225-8100  
Fax No.: (620) 225-8144  
Email: [nicolem@dodgecity.org](mailto:nicolem@dodgecity.org)

***Municipal Advisor:***

Piper Sandler & Co.  
11635 Rosewood Street  
Leawood, Kansas 66211  
Attn: Dustin Avey  
Phone No.: (913) 345-3375  
Fax No.: (913) 345-3393  
Email: [dustin.avey@psc.com](mailto:dustin.avey@psc.com)

**SUMMARY NOTICE OF BOND SALE**

**\$16,395,000\***

**CITY OF DODGE CITY, KANSAS  
GENERAL OBLIGATION BONDS, SERIES 2025-A**

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

**Bids.** SUBJECT to the Notice of Bond Sale dated July 7, 2025 (the “Notice”), facsimile and electronic bids will be received on behalf of the Director of Finance of the City of Dodge City, Kansas (the “Issuer”) in the case of facsimile bids, at the address set forth below, and in the case of electronic bids, through *PARITY*<sup>®</sup> until 10:00 A.M. applicable Central Time, on **AUGUST 4, 2025** for the purchase of the above-referenced bonds (the “Bonds”). No bid of less than **100%** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered.

**Bond Details.** The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will be dated August 28, 2025, and will become due on September 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2026	\$[ ]	2036	\$
2027		2037	
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	

\* Subject to change, see the Notice

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026.

**Book-Entry-Only System.** The Bonds shall be registered under a book-entry-only system administered through DTC.

**Paying Agent and Bond Registrar.** Treasurer of the State of Kansas, Topeka, Kansas.

**Good Faith Deposit.** Each bid shall be accompanied (in the manner set forth in the Notice) by a good faith deposit in the form of a cashier’s or certified check drawn on a bank located in the United States of America or a wire transfer in Federal Reserve funds immediately available for use by the Issuer in the amount of \$327,900.

**Delivery.** The Issuer will pay for preparation of the Bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **August 28, 2025**, to DTC for the account of the successful bidder.

**Assessed Valuation and Indebtedness.** The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2024 is \$[ ]. The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$88,145,000; such amount includes the Issuer’s general obligation temporary notes in the principal amount of \$1,500,000, also dated as of the Dated Date, which will be issued on the Closing Date.

**Approval of Bonds.** The Bonds will be sold subject to the legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, whose approving legal opinion as to the validity of the Bonds will be furnished and paid for by the Issuer, printed on the Bonds and delivered to the successful bidder as and when the Bonds are delivered.

**Additional Information.** Additional information regarding the Bonds may be obtained from the undersigned, or from the Municipal Advisor at the addresses set forth below:

**DATED: July 7, 2025.**

***Issuer:***

City Hall  
806 2nd Avenue  
P.O. Box 880  
Dodge City, Kansas 67801  
Attn: Nicole May, Director of Finance  
Phone No.: (620) 225-8100  
Fax No.: (620) 225-8144  
Email: [nicolem@dodgecity.org](mailto:nicolem@dodgecity.org)

***Municipal Advisor:***

Piper Sandler & Co.  
11635 Rosewood Street  
Leawood, Kansas 66211  
Attn: Dustin Avey  
Phone No.: (913) 345-3375  
Fax No.: (913) 345-3393  
Email: [dustin.avey@psc.com](mailto:dustin.avey@psc.com)

**KANSAS REGISTER**

DOCUMENT NO. \_\_\_\_\_

(Above space for Register Office Use)

Submission Form  
Municipal Bond Sale Notice  
(K.S.A. 10-106 as amended)

TITLE OF  
DOCUMENT

SUMMARY NOTICE OF BOND SALE

Re: City of Dodge City, Kansas, General Obligation Bonds, Series 2025-A, Dated August 28, 2025.

NUMBER OF PAGES: 2

DESIRED PUBLICATION DATE: July 17, 2025

BILL TO: Nicole May, Director of Finance  
City Hall  
806 2nd Avenue  
P.O. Box 880  
Dodge City, Kansas 67801

Please email an Affidavit of Publication to Johnna Middleton ([jmiddleton@gilmorebell.com](mailto:jmiddleton@gilmorebell.com)) at your earliest opportunity.

Any questions regarding this document should be directed to:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ (316) 267-2091

Certification

I hereby certify that I have reviewed the attached and herein described document, and that it conforms to all applicable **Kansas Register** publication guidelines. I further certify that submission of this item for publication in the **Kansas Register** is authorized by the municipality which has issued the notice.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Signer

\_\_\_\_\_  
Position

TRANSMIT TO: Kansas Register; Secretary of State; State Capitol, Topeka, KS 66612  
PHONE: (785) 296-3489; FAX: (785) 291-3051; EMAIL: [kansasregister@sos.ks.gov](mailto:kansasregister@sos.ks.gov)

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THIS SPACE FOR REGISTER OFFICE USE ONLY

**OFFICIAL BID FORM**  
 PROPOSAL FOR THE PURCHASE OF CITY OF DODGE CITY, KANSAS  
 GENERAL OBLIGATION BONDS, SERIES 2025-A

TO: Nicole May, Director of Finance  
 City of Dodge City, Kansas

August 4, 2025

For \$16,395,000\* principal amount of General Obligation Bonds, Series 2025-A, of the City of Dodge City, Kansas (the "Issuer"), to be dated August 28, 2025, as described in the Notice of Bond Sale dated July 7, 2025 (the "Notice"), said Bonds to bear interest as follows:

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal Amount*</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal Amount*</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
2026	\$[ ]	_____ %	_____ %	2036	\$	_____ %	_____ %
2027		_____ %	_____ %	2037		_____ %	_____ %
2028		_____ %	_____ %	2038		_____ %	_____ %
2029		_____ %	_____ %	2039		_____ %	_____ %
2030		_____ %	_____ %	2040		_____ %	_____ %
2031		_____ %	_____ %	2041		_____ %	_____ %
2032		_____ %	_____ %	2042		_____ %	_____ %
2033		_____ %	_____ %	2043		_____ %	_____ %
2034		_____ %	_____ %	2044		_____ %	_____ %
2035		_____ %	_____ %	2045		_____ %	_____ %

\* Subject to change, see the Notice

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount .....\$16,395,000\*.00  
 Plus Premium (if any) .....  
 Total Purchase Price ..... \$ .....  
 Total interest cost to maturity at the rates specified ..... \$ .....  
 Net interest cost (adjusted for Premium) ..... \$ .....  
 True Interest Cost ..... %

The Bidder elects to have the following Term Bonds:

<u>Maturity Date</u>	<u>Years</u>	<u>Amount*</u>
September 1, _____	_____ to _____	\$ _____
September 1, _____	_____ to _____	\$ _____

\*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. A cashier's or certified check or a wire transfer in the amount of \$327,900 payable to the order of the Issuer, submitted in the manner set forth in the Notice accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: \_\_\_\_\_

(LIST ACCOUNT MEMBERS ON REVERSE)

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

Telephone No. ( ) \_\_\_\_\_

**ACCEPTANCE**

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on August 4, 2025.

Attest:

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Mayor

**NOTE:** No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Piper Sandler & Co., Fax No. (913) 345-3393 and electronic bids may be submitted via **PARITY**®, at or prior to 10:00 A.M. applicable Central Time, on August 4, 2025. Any bid received after such time will not be accepted or shall be returned to the bidder.

**NOTICE OF NOTE SALE**

**\$1,500,000\***

**CITY OF DODGE CITY, KANSAS**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2025-1**

(GENERAL OBLIGATION NOTES PAYABLE  
FROM UNLIMITED AD VALOREM TAXES)

**Bids.** Facsimile and electronic (as explained below) bids for the purchase of the above-referenced temporary notes (the “Notes”) of the City of Dodge City, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Director of Finance of the Issuer at the address hereinafter set forth in the case of facsimile bids, and via PARITY® in the case of electronic bids, until 11:00 A.M. applicable Central Time (the “Submittal Hour”), on

**AUGUST 4, 2025**

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon by the City Commission of the Issuer (the “Governing Body”) at its meeting to be held at 7:00 P.M. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

**Terms of the Notes.** The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated August 28, 2025 (the “Dated Date”), and will become due in the following principal installment:

<b>Stated Maturity</b>	<b>Principal</b>
<b><u>(September 1)</u></b>	<b><u>Amount*</u></b>
2028	\$1,500,000

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026 (the “Interest Payment Dates”).

\* **Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Notes or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the Sale Date. The actual purchase price for the Notes shall be calculated by applying the

percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

**Place of Payment.** The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the “Note Register”) of the Note Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Notes, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

**Note Registration.** The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

**Book-Entry-Only System.** The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

#### **Redemption of Notes Prior to Maturity.**

**General.** Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

**Optional Redemption.** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2027, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**Notice and Effect of Call for Redemption.** Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

**Authority, Purpose and Security.** The Notes are being issued pursuant to K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, as amended, and a resolution adopted by the Governing Body (the “Note Resolution”) for the purpose of paying a portion of the cost of certain public improvements (the “Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of said Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

**Submission of Bids.** Facsimile bids must be made on forms which may be procured from the Municipal Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Temporary Notes, Series 2025-1.” Facsimile bids should not be preceded by a cover sheet and should be sent only once to **(913) 345-3393**. Confirmation of receipt of facsimile bids may be made by contacting the Municipal Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Note Sale. **Any bid submitted shall include the initial offering prices to the public for the Notes.** If provisions of this Notice of Note Sale conflict with those of PARITY®, this Notice of Note Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer and Municipal Advisor shall not be responsible for failure of the transmission or the receipt of any bid.

**PARITY®.** Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

**Conditions of Bids.** Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; and (c) no supplemental interest payments will be considered. No bid shall be for less than **100%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the

term of the Notes on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

**Good Faith Deposit.** A good faith deposit is not required to bid on the Notes.

**Basis of Award.** The award of the Notes will be made on the basis of the lowest true interest cost (“TIC”), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Issuer or its Municipal Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer’s acceptance of the Successful Bidder’s proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a note purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the Governing Body.

**Ratings.** The Notes herein offered for sale are rated “[SP-1+]” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC. The outstanding general obligation bonds of the Issuer are rated “[A+]” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC. Such ratings are further described in the Preliminary Official Statement, hereinafter described.

**CUSIP Numbers.** CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

**Delivery and Payment.** The Issuer will pay for the preparation of the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **AUGUST 28, 2025** (the “Closing Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be

furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

#### **Establishment of Issue Price.**

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Notes and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for the Notes: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Municipal Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Notes pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Notes; and (4) the Issuer anticipates awarding the sale of the Notes to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Notes as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Notes, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Notes.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of Notes has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for the Notes. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the Notes, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for the Notes. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of the Notes are

sold to the public. **Any change in the issue price of any of the Notes after the Submittal Hour will not affect the purchase price for the Notes submitted in the bid of the Successful Bidder.**

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

**Preliminary Official Statement and Official Statement.** The Issuer has prepared a Preliminary Official Statement dated [POS Date], “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Municipal Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

**Continuing Disclosure.** In the Note Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Notes. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

**Assessed Valuation and Indebtedness.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2024 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property .....	\$212,073,884
Tangible Valuation of Motor Vehicles.....	[          ]
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations .....	\$(          )

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is \$88,145,000; such amount includes the Issuer’s general obligation bonds in the principal amount of \$16,395,000, also dated as of the Dated Date, which will be issued on the Closing Date.

**Legal Opinion.** The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

**Electronic Transactions.** The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by

electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Additional Information.** Additional information regarding the Notes may be obtained from the undersigned or from the Municipal Advisor at the addresses set forth below:

**DATED: July 7, 2025.**

**CITY OF DODGE CITY, KANSAS**

By: Nicole May, Director of Finance

***Issuer:***

City Hall  
806 2nd Avenue  
P.O. Box 880  
Dodge City, Kansas 67801  
Attn: Nicole May, Director of Finance  
Phone No.: (620) 225-8100  
Fax No.: (620) 225-8144  
Email: [nicolem@dodgecity.org](mailto:nicolem@dodgecity.org)

***Municipal Advisor:***

Piper Sandler & Co.  
11635 Rosewood Street  
Leawood, Kansas 66211  
Attn: Dustin Avey  
Phone No.: (913) 345-3375  
Fax No.: (913) 345-3393  
Email: [dustin.avey@psc.com](mailto:dustin.avey@psc.com)

**OFFICIAL BID FORM**  
**PROPOSAL FOR THE PURCHASE OF CITY OF DODGE CITY, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**

TO: Nicole May, Director of Finance  
 City of Dodge City, Kansas

August 4, 2025

For \$1,500,000\* principal amount of General Obligation Temporary Notes, Series 2025-1, of the City of Dodge City, Kansas (the "Issuer"), to be dated August 28, 2025, as described in your Notice of Note Sale dated July 7, 2025 (the "Notice"), said Notes to bear interest as follows:

<u>Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Initial Offering</u> <u>Price</u>
2028	\$1,500,000	_____ %	_____ %

\* Subject to change, see the Notice

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount .....	\$1,500,000*
Plus Premium (if any) .....	_____
Total Purchase Price .....	\$ _____
Total interest cost to maturity at the rate(s) specified .....	\$ _____
Net interest cost .....	\$ _____
True Interest Cost .....	_____ %

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a note purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: \_\_\_\_\_

(LIST ACCOUNT MEMBERS ON REVERSE)

By: \_\_\_\_\_  
 Telephone No. (\_\_\_\_) \_\_\_\_\_

**ACCEPTANCE**

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on August 4, 2025.

Attest:

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Mayor

**NOTE:** No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Piper Sandler & Co., Fax No. (913) 345-3393 and electronic bids may be submitted via **PARITY**®, at or prior to 11:00 A.M. applicable Central Time, on August 4, 2025. Any bid received after such time will not be accepted or shall be returned to the bidder.



# Memorandum

**To:** City Commissioners  
**From:** Joann Knight, Executive Director Dodge City/Ford County Development Corporation; Mollea Lightner, Assistant Director Economic Development  
**Date:** July 7, 2025  
**Subject:** Approval Memorandum of Understanding (MOU) with the Childcare Coalition of Dodge City  
**Agenda Item:** New Business

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**Purpose:** To create a pass-through fund for the expansion of childcare in Dodge City. The City will provide funding upfront to the Childcare Coalition of Dodge City (Childcare Coalition) for the development of a childcare facility known as the Full Circle Childcare Center and will be reimbursed for the entirety of the expenses with funding secured by the Childcare Coalition.

**Recommendation:** Staff recommends approval of the MOU with the City and the Childcare Coalition.

**Background:** The Childcare Coalition is a 501(c)(3) organization in Dodge City, KS dedicated to providing access to childcare for Dodge City families. Data from Child Care Aware of Kansas, generated on June 20, 2025, shows that Ford County has a current shortage of 1,605 childcare slots. The county presently has three licensed childcare centers, 29 family childcare homes, one Head Start program, and one school-age program, with a combined capacity to serve 530 children. The average weekly cost for care at local centers is \$252 for infants, \$216.50 for toddlers, and \$171.17 for preschool-aged children.

As of June 2025, conversations with the three existing childcare centers in Dodge City revealed that all expect to be at full capacity by August. Two of the centers have operated at full capacity for most of the year. One center reported having an open infant room but was unsure why it had not yet filled. However, that center has seen an increase in inquiries in June and July and anticipates reaching full capacity soon.

To better understand the impact of childcare availability on the local workforce, a survey was distributed to business owners. Of the 26 businesses that responded—representing a total of 9,901 employees—15 reported challenges in recruiting or retaining employees due to the lack of available childcare. Additionally, 12 businesses have employees who work nontraditional hours, with 8 of those specifically identifying a need for childcare during those hours. Notably, 14 businesses indicated they would consider providing financial support to help ensure the success of a community childcare center.

The Childcare Coalition has worked in partnership with local businesses, the County, and City staff to develop a plan for a childcare center. In 2024, Cargill entered into an Origination Fee Agreement with Ford County where Cargill agreed to provide five million dollars over five years to the County for purposes of supporting development of a childcare center. The County and the City entered into a Distribution Agreement, where the County agreed to pay the City one million dollars of this origination fee each year for five years for the purpose of the City facilitating development of a childcare center.

In addition to funding from Cargill's origination fee, the Childcare Coalition worked to secure funding from the State of Kansas in the form of a grant through the Kansas Children's Cabinet and Trust Fund in the amount of 1.25 million dollars of reimbursement grant money to reimburse for expenses related to the development of a childcare center.

Furthermore, the Childcare Coalition secured additional private funding for the childcare center. Due to the nature of the funding sources and the necessity to pay up-front for much of the costs of development, the Childcare Coalition proposes to partner with the City. The Childcare Coalition will take responsibility for development and any and all liabilities associated with developing, owning, and operating the childcare center. The City will establish a fund called the Childcare Center Fund through which the City will provide funding to front the costs of development which will then be reimbursed dollar for dollar from the funding sources discussed above secured by the Childcare Coalition.

### **Cinema Circle project – Phase I**

Ric Marboeuf has committed to donating the Cinema Circle building to the Childcare Coalition for the Full Circle Childcare Center project. The 7,500+ sq. ft. circular structure will be relocated from its current site to the United Village housing development. The Childcare Coalition will be responsible for the cost of relocation, as well as the construction of a new foundation and parking lot. In addition to the building, Ric Marboeuf is also donating the land for the project. The total estimated value of the donated land and building is \$190,000. The structure, which stands 20 feet tall, is currently an empty shell. The initial renovation will focus on converting the ground floor into a childcare center, with the installation of an elevator and fire sprinkler system to accommodate potential future development on the upper level.

The cost estimates to move the building, including the foundation and parking lot, are a little over one million dollars. Dana Williamson of Williamson Architecture has estimated the construction costs to be between \$2.5 million and \$3 million, which includes the moving of the building, new foundations, sitework, and building renovation costs for the main level renovations. The local KDHE licensing specialist is aiding in the design as well. The grant funding from the state will be used to purchase the building from Ric Marboeuf for the relocation costs. The building will be owned by the Childcare Coalition with the Development Corporation as the trustee. The Childcare Coalition will operate the childcare facility.

### **Traditional Hours Scenario (11-hour day):**

In this model, the Full Circle Childcare Center will include four childcare rooms and a multipurpose gym. The classrooms will consist of one infant room, one toddler room, and two preschool rooms, with a total licensed capacity of 68 children. Staffing needs will include four lead childcare staff, five childcare assistants, one center director, and one cook. At 75% enrollment, the center is projected to operate at a loss of approximately \$110,000 annually.

### **Non-Traditional Hours Scenario (22-hour day):**

This extended-hours model will also feature four childcare rooms and a multipurpose gym, with the same room breakdown: one infant room, one toddler room, and two preschool rooms. Due to the extended hours, the licensed capacity increases to 102 children. Staffing requirements include eight lead childcare staff, six assistants, one director, and two cooks. At 75% enrollment, the center is projected to operate at a reduced annual loss of approximately \$80,000.

### **City Commission Options:**

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

**Financial Considerations:** Approval of the MOU will require the City to create a Childcare Center Fund, to front money for the development of the Full Circle Childcare Center, and grant the City the right to receive and retain the funding described above. Funding paid by the City will be reimbursed in its entirety by the funds secured by the Childcare Coalition.

**Legal Considerations:** The MOU has been approved as to form by the City Attorney and reviewed by representatives of the Childcare Coalition.

**Mission/Values:** This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

**Attachments:** Childcare MOU.

**Approved for the Agenda by:**



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Paige Gilmore, City Attorney

July 7, 2025

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DODGE CITY  
AND  
THE CHILDCARE COALITION**

This **MEMORANDUM OF UNDERSTANDING** (this “**MEMORANDUM**”) is made and entered into by and between the **CITY OF DODGE CITY, KANSAS** (the “**City**”), a municipal corporation and **THE CHILDCARE COALITION OF DODGE CITY** (“**Coalition**”), a non-profit 501(c)(3) organization operating in Dodge City, Kansas (collectively the “**Parties**”).

**WHEREAS**, the City recognizes the importance of providing adequate childcare facilities to support the community’s workforce and economic growth; and,

**WHEREAS**, the Coalition is committed to developing and operating a childcare center to meet the needs of the community, and,

**WHEREAS**, the Coalition and City recognize the childcare needs of the community may not be met by a single center for childcare and therefore plan to evaluate a second phase of childcare center development at a later date; and,

**WHEREAS**, Ric Marboeuf, a local Developer and Dodge City resident has generously agreed to convey a building owned by himself commonly known as the Cinema Circle in addition to conveying land upon which to reconstruct the Cinema Circle as the into a childcare center in exchange for the coverage of transportation costs to move the Cinema Circle building to 405 McArtor Road, Dodge City, KS; and,

**WHEREAS**, the Coalition intends to convert the Cinema Circle into a childcare center for public use (the “**Full Circle Childcare Center**”); and

**WHEREAS**, the City passed Enabling Ordinance No. 3808 on February 5, 2024, which finalized the execution of the attached Distribution Agreement attached hereto and marked “**EXHIBIT A**” by and between the City and Ford County (the “**County**”) whereby the County agrees to pay to the City a total of \$5 million dollars over five years in annual installments of one million dollars from the amounts received from Cargill’s Origination Fee (“**Origination Fee**”); and

**WHEREAS**, on July 7, 2025, the City passed Resolution No. 2025-24 accepting up to \$1.25 million dollars of grant funds from the State of Kansas for reimbursement of expenses incurred between July 1, 2025 and June 30, 2026 on the childcare center development (the “**State Grant**”); and

July 7, 2025

**WHEREAS**, the City intends to administer the above-described funds for necessary development and construction costs related to the Full Circle Childcare Center to the Coalition, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the Parties do hereby enter into this Memorandum of Understanding (“MOU”) and agree as follows:

**THE CITY AGREES TO:**

1. Establish a separate fund for purposes of this MOU called the Childcare Center Fund (the “Childcare Fund”) into which all amounts received from the County under the Distribution Agreement and all funds received from the State under the State Grant shall be deposited for purposes of distribution to the Coalition.
2. Administer funds in payment to the Coalition in compliance with the terms and conditions of all funding sources outlined herein including the Distribution Agreement and the State Grant requirements for purpose of effectuating the development of the Cinema Circle into a childcare center.
3. Agree in good faith to negotiate the terms of a subsequent agreement for a second phase of childcare development in the future.
4. The City shall not be obligated to provide funds to the Coalition except to administer the funds described herein. In no event shall the City’s obligation exceed the funds described herein without subsequent written agreement approved by action of the City Commission.

**THE COALITION AGREES TO:**

1. Own the Cinema Circle building and land located at 405 McArtor Road more particularly described in EXHIBIT B attached hereto.
2. Remodel Cinema Circle for use as a childcare center.
3. Facilitate all development and construction of the Full Circle Childcare Center.
4. Accept all costs and liabilities associated with running the Full Circle Childcare Center.
5. Operate the Full Circle Childcare Center within the parameters of the Distribution Agreement.
6. Facilitate the development of the Full Circle Childcare Center within the required parameters of the State Grant funding.
7. Ensure the Full Circle Childcare Center increases access to childcare for the entire community and not merely any one subset or area of the community.

July 7, 2025

8. Provide the City with all necessary documentation to support requests for withdrawals from the Childcare Fund described herein.
9. In the event the Full Circle Childcare Center fails to become operational, construction and/or rehabilitation of the Cinema Circle fails to take place, or in any situation in which the project contemplated herein fails to materialize, the Coalition agrees to sell all its real assets related to this project and give the proceeds to the City.

**THE PARTIES AGREE:**

1. To meet annually to review progress and expenses related to the Full Circle Childcare Center and administration of the Childcare Fund funds.
2. The Parties hereby express intent to construct a second childcare center using the same funding sources described herein at a different location and subject to subsequent written agreement, recognizing that the conversion of Cinema Circle will not require the entirety of the funds available and will not fully meet the community's needs.
3. That if all or a portion of the Childcare Fund is no longer needed to support construction of the Full Circle Childcare Center or a separate childcare center project contemplated by the Coalition, the funds in the Childcare Fund will be administered in compliance with the grants, but insofar as is allowable, shall be distributed to the Coalition for purposes of creating childcare resources in Dodge City.
4. To use good faith efforts in working together to accomplish the purpose and intent of this MOU.
5. To maintain an open line of communication regarding the needs and uses of the Childcare Fund and remain willing to share detailed information about the City's collection and disbursement of the Childcare Fund and the Coalition's utilization of the Childcare Fund.
6. That any disagreements regarding this MOU will be discussed immediately between the City Manager and the Chair of the Coalition's Board before the City Manager makes a final determination.
7. This MOU may be amended only by mutual written consent of both the Coalition's Board and the City Commission. Either party may seek to terminate this MOU; however, to ensure adequate transition and avoid undue disruption, the party seeking termination must provide the other party with written notice of its intent to terminate at least ninety (90) days in advance of the proposed termination date. During this notice period, the parties agree to engage in good faith negotiations to

- address any outstanding concerns and to explore potential remedial actions. Should these negotiations fail to result in an amendment that is acceptable to both parties, this Agreement shall terminate at the end of the notice period. Upon termination, the Coalition shall fulfill any obligations that were scheduled to occur during the notice period. Notwithstanding the foregoing, the City reserves the right to terminate this Agreement immediately in the event of a material breach by the Coalition or if continued performance of the obligations enumerated herein would place the City in violation of state or federal law.
8. Notwithstanding anything contained in the MOU to the contrary, it is understood and agreed by the parties hereto that the City is obligated only to pay under the MOU as may lawfully be paid from funds budgeted and appropriated for such purpose during the City's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for payments due under the MOU in any budget year, the MOU shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. The City agrees to notify the Coalition of such termination, which shall not constitute a default under the MOU, at least sixty (60) days prior to the end of the City's then current budget year.
  9. In dealings under this agreement the Coalition agrees to comply with the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and the applicable provisions of the Americans with Disabilities Act and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position.
  10. This agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Ford County, Kansas.
  11. The Coalition shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Memorandum of Understanding without the prior written consent of the City. Any purported assignment or transfer in violation of this section shall be null and void.

July 7, 2025

**IN WITNESS WHEREOF**, the Parties have signed this Memorandum of Understanding on the date indicated below.

[signature page to follow]

July 7, 2025

**CITY OF DODGE CITY, KANSAS  
a Municipal Corporation**

by: \_\_\_\_\_  
Jeffery J. Reinert, Mayor

ATTEST:

by: \_\_\_\_\_  
Connie Marquez, City Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**Childcare Coalition of Dodge City**

by: \_\_\_\_\_  
Samantha Sweely, Chair

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

# EXHIBIT A

(PUBLISHED IN THE *DODGE CITY DAILY GLOBE* ON FEBRUARY \_\_, 2024)

## ORDINANCE NO. 3808

### **AN ORDINANCE APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A MUTUAL CONTRACT BETWEEN THE CITY OF DODGE CITY, KANSAS, AND FORD COUNTY, KANSAS WITH RESPECT TO THE USE OF CERTAIN FUNDS FOR CHILDCARE PURPOSES.**

**WHEREAS**, K.S.A. 12-2908 (the “Act”) provides that any municipality may contract with any municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform, and such a contract shall be authorized by the governing body of the municipality and shall state the purpose of the contract and the powers and duties of the parties thereunder, and further that any such contract shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.*, as amended; and

**WHEREAS**, the City of Dodge City, Kansas (the “City”) and Ford County, Kansas (the “County”) are each a “municipality” under the Act, and the City and the County each have the authority under the laws of the State of Kansas to provide for the acquisition, construction, equipping and operation of childcare facilities, and may finance the improvements by the issuance of general obligation bonds or other sources, and to provide for the repayment from legally available sources of funds; and

**WHEREAS**, the respective governing bodies of the County and the City have determined that there is a public need for acquiring, constructing, equipping and operating certain childcare facilities (the “Childcare Project”) to serve the public in the County, the City and their environs; and

**WHEREAS**, in connection with the issuance of the Ford County, Kansas Taxable Industrial Revenue Bonds for the benefit of Cargill Meat Solutions Corporation (“Cargill”), the County and Cargill have entered into an Origination Fee Agreement (the “Fee Agreement”); and

**WHEREAS**, the City intends to acquire or construct the Childcare Project to serve the public, and the County intends to assist the City with the Childcare Project by transferring the amounts received by the County under the Fee Agreement to the City; and

**WHEREAS**, the City finds it is necessary and advisable to enter into a mutual contract with the County to collectively provide for certain matters respecting the acquisition, construction, equipping and operation of the Childcare Project.

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

**SECTION 1.** The City is hereby authorized to enter into the “DISTRIBUTION AGREEMENT” (the “Agreement”) with the County to collectively provide for certain matters relating to the funding of the Childcare Project. The form of the Agreement presented to the governing body of the City this date is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Agreement in that form.

**SECTION 2.** This Ordinance shall take effect and be in full force from and after its passage by the governing body and publication of the Ordinance in the official City newspaper.

**PASSED** by the City Commission on February 5, 2024 and **SIGNED** by the Mayor.



*Chuck Gray*

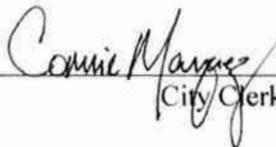
\_\_\_\_\_  
Mayor

*Brise Marguerite*  
\_\_\_\_\_  
City Clerk

**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 5, 2024; that the record of the final vote on its passage is found on page \_\_\_\_ of journal 18; and that the Ordinance was published in the *Dodge City Daily Globe* on February \_\_\_, 2024.

DATED: February 5, 2024.

  
\_\_\_\_\_  
City Clerk

## EXHIBIT B

A tract of land in the Northwest Quarter (NW/4) of Section Two (2), Township Twenty-seven (27) South, range Twenty-five (25) West of the 6th P.M., more particularly described as follows: Commencing at the Northwest corner of said Section 2, thence South 0 degrees 23 minutes East along the West line of said Section 2 for 1042.85 feet to it's intersection with the South right of way line of U.S Highway 56; thence East along the South right of way line of said U.S. Highway 56 for 2422.8 feet for a place of beginning; thence continuing East along the South right of way line of said U.S. Highway 56 for 195.5 feet; thence, 0 degrees 02 minutes West for 350.0 feet; thence West for 195.5 feet; thence North 0 degrees 02 minutes East for 350.0 feet to place of beginning

### LESS AND EXCEPT

That part of the Northwest Quarter (NW/4) of Section Two (2), Township Twenty-seven (27) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas, described by Kevin Wayne Noll LS 1053 on 8-31-2022, as follows:

Commencing at the Northwest corner of Boto Addition to the City of Dodge City, Kansas; thence on the Global Positioning Satellite System bearing Basis of North 00°01'49" West, along the extended West line of said Boto Addition for a distance of 19.96 feet to the South right of way line of McArtor Road (previously described as United States Highway 56) said point being 7.05 feet West of the Statute East line of said Northwest Quarter (NW/4); thence on the bearing of North 89°34'35" West, along said South line, for a distance of 22.54 feet to the Northeast corner of a tract described in the Ford County Register Office in Deed Book 220 at pages 706 and 707 and the POINT OF BEGINNING of the Tract to be described;

Thence on the bearing of South 00°30'43" West, along the East line of said Tract for a measured distance of 351.18 feet to the Southeast corner of said Tract; thence on the bearing of North 89°34'08" West, along the South line of said Tract for a distance of 30.00 feet; thence on the bearing of North 00°30'43" East for a measured distance of 351.17 feet to the North line of said Tract; thence on the bearing of South 89°34'35" East along the South right of way line of said McArtor Road for a distance of 30.00 feet to the POINT OF BEGINNING.



# Memorandum

**To:** Nick Hernandez, City Manager and City Commission

**From:** Bradley Hines, Fire Chief

**Date:** July 07, 2025

**Subject:** Lights/Siren/Radio, new rescue truck

**Agenda Item:** New Business

**Recommendation:** I recommend the approval to spend up to \$130,000.000 which is budgeted to outfit the new rescue truck. The commission previously approved the purchase of a pickup/truck for \$52,000.00.

J R Audio out of Garden City, where PD usually gets their vehicles lights, radio, and decals put on, gave us an estimate to outfit this truck. The quote is \$40,510.00 to install lights, sirens, utility box and decals for the new rescue truck. Also, with the \$130,000.00, \$16,000 will go for a vehicle mounted radio (Per Ford County Communications) who we buy our radios through. Also, \$10,000.00 will go to a vehicle CAD system, like what PD utilizes showing call times, routes to a call and important information about that call. Altogether the truck at 52,000.00 and the box, lights, radio, and cad system (\$66,510.00) are \$118,510.00 under the approved budget if (\$130,000.00). I am asking the approval for up to the \$130,000.00 because we may have some tools and EMS related items that need purchased.

**Purpose:** Finish a new rescue truck that will replace 415, our current rescue truck, that is a 2005 truck with a utility box on it.

**Background:** The new rescue truck will replace 415 our current rescue truck. The current rescue truck is 20 years old and over the last year has shown its age. We have put nearly \$18,000.00 into this truck, replacing much of the front-end driving components, also new injectors and an injector pump to keep it running. 415 will become a backup rescue truck, it will be utilized for pulling out smoke house and special response trailer when needed also.

**City Commission Options:**

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

**Financial Considerations:**

Amount: \$130,000.00

Fund:                      Dept:                      Expense Code:

Budgeted Expense       Grant       Bonds       Other

**Legal Considerations:** None

**Mission/Values:** This purchase aligns with the City's Core Value, "Safety- Together, we endeavor to provide a safe and secure workplace and community."

**Attachments:** Estimate of light, siren, decals, install of Iconix bed box (\$40,510.00). Photos of the Iconix bed box and example of light package.

**Approved for the Agenda by:**

---

**Bradley Hines, Dodge City Fire Chief**



5470 E Railroad Ave.  
 Holcomb, Kansas 67851  
 www.jraudioinc.com

# Estimate

Date	Estimate #
6/18/2025	5708

Name / Address
DODGE CITY FIRE DEPARTMENT 201 SOULE DODGE CITY, KANSAS 67801

**Due to a volatile parts & shipping market, pricing is valid for 10 days**

<b>P.O. NUMBER</b>	<b>PROJECT</b>
2026 CHEVY	

Qty	Description	Cost	Total
1	WHELEN LIBERTY 2 DUO LIGHTBAR w/HIGH INTENSITY TAKEDOWN (PROMO KIT)	3,400.00	3,400.00
1	WHELEN CORE PROGRAMMABLE SIREN/LIGHT CONTROLLER (INCLUDED IN PROMO KIT)	0.00	0.00
1	WHELEN SIREN SPEAKER & BRACKET(INCLUDED IN PROMO KIT)	0.00	0.00
4	WHELEN LED LIGHT EXPANSION MODULE	225.00	900.00
1	WHELEN HOWLER LOW TONE SIREN/BRACKET KIT	795.00	795.00
1	WHELEN SIREN SPEAKER & BRACKET (2ND SPEAKER OPTIONAL)	250.00	250.00
4	WHELEN RBW LEDS (FRONT GRILLE GUARD)	165.00	660.00
1	HEISE LED FOG/POD LIGHTS KIT	200.00	200.00
4	WHELEN FRT/REAR FENDER RBW LEDS	165.00	660.00
4	WHELEN RBW- LEDS (RUNNING BOARDS)	185.00	740.00
4	WHELEN RBW- LEDS (TOPPER SIDES)	165.00	660.00
4	WHELEN RBW- LEDS (TOPPER REAR DOOR)	185.00	740.00
4	WHELEN RBW- LEDS (SIDE BED STEPS)	165.00	660.00
2	WHELEN RB LEDS (REAR INSIDE TOPPER)	150.00	300.00
2	WHELEN RBW- LEDS (REAR BUMPER)	165.00	330.00
1	HAVIS WIDE BODY CONSOLE FOR RADIO EQUIPMENT (INCLUDED ARMREST, CUPHOLDER)	1,100.00	1,100.00
1	LUVERNE SIDE STEP BARS	695.00	695.00
1	ICONIX X CUSTOM BED BOX	17,995.00	17,995.00
1	XANTREX 2000 WATT INVERTER	700.00	700.00
1	THUNDER STRUCK REPLACEMENT BUMPER W/RECEIVER HITCH	1,800.00	1,800.00
2	STREAMLIGHT FLASHLIGHT (OPTIONAL)	140.00	280.00
1	2ND VEHICLE BATTERY KIT	400.00	400.00
1	VEHICLE BATTERY MAINTAINER KIT	100.00	100.00
1	WESTIN REAR REPLACEMENT BUMPER	995.00	995.00
1	HAVIS CHARGE GUARD EQUIPMENT TIMER SYSTEM	100.00	100.00
1	MISC. WIRE & SUPPLIES/EQUIPMENT BOX	500.00	500.00
1	GRAPHICS KIT	1,100.00	1,100.00
1	VEHICLE COLOR CHANGE WRAP	700.00	700.00

Thank You for choosing JR Audio Inc. for your Emergency Vehicle equipment needs. **Total**

**If approved, you may sign and return or simply reply to estimate email sent.**

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



5470 E Railroad Ave.  
 Holcomb, Kansas 67851  
 www.jraudioinc.com

# Estimate

Date	Estimate #
6/18/2025	5708

Name / Address
DODGE CITY FIRE DEPARTMENT 201 SOULE DODGE CITY, KANSAS 67801

**Due to a volatile parts & shipping market,  
 pricing is valid for 10 days**

P.O. NUMBER	PROJECT
2026 CHEVY	

Qty	Description	Cost	Total
1	INSTALLATION OF EQUIPMENT INSTALLATION OF ICONIX X BED BOX  PER CURTIS HOLECEK	3,000.00 750.00	3,000.00 750.00

Thank You for choosing JR Audio Inc. for your Emergency Vehicle equipment needs.	<b>Total</b>	<b>\$40,510.00</b>
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**If approved, you may sign and return or simply reply to estimate email sent.**

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







# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** July 7, 2025  
**Subject:** Approval of Rodeo Hills Lift Station SCADA Quote, PL 2202  
**Agenda Item:** New Business

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**Purpose:** Add Supervisory Control and Data Acquisition (SCADA) to the Rodeo Hills Lift Station.

**Recommendation:** Approve the quote from R. E. Pedrotti to add the necessary SCADA hardware, software, along with installation of the SCADA system to the Rodeo Hills Lift Station in the amount of \$66,012.00.

**Background:** The Rodeo Hills Development required a new lift station to be constructed to convey the sanitary sewer to the City's existing sanitary sewer collection system. The developer constructed the lift station and the City is to supply the SCADA system so that the SCADA system is consistent with the existing SCADA system. Jacobs reach out to R.E. Pedrotti for a quote for the required SCADA system that would be compatible with our existing system and would be able to remotely control and monitor the lift station.

The lift station has been in operation for a few months without a SCADA system. This requires the staff of Jacobs to make multiply daily trips to the lift station site for monitoring and adjustment to the lift station. With the SCADA system, this will be done remotely as with all the other lift stations in town.

Only one quote was requested since R.E Pedrotti was the supplier of the City's existing SCADA system.

This Change Order will be covered by the RHID for the development.

**City Commission Options:**

1. Approve Quote
2. Reject Quote
3. Table for further discussion

**Financial Considerations:**

Amount \$: 66,012.00

Fund:

Budgeted Expense     Grant     Bonds     Other    RHID

**Legal Considerations:** By approving this quote from R.E. Pedrotti, the City will be obligated to pay for the work provided under the quote.

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

**Attachments:** R.E Pedrotti Quote

**Approved for the Agenda by:**

*Ray Slattery, PE*

---

**Ray Slattery, Dir. Of Engineering Services**



R.E. Pedrotti Company, Inc.  
*Instrumentation, Controls, and System Integration*

5855 Beverly Avenue, Suite A / Mission, KS 66202  
p: 913-677-3366 / repedrotti.com

June 19, 2025

Ray Slattery  
Dodge City, KS  
703 W Trail St  
Dodge City, KS 67801

Reference: Dodge City KS WWTP - Rodeo Hills LS RTU  
Quote No: 1695.R2

Dear Ray:

The **R.E. Pedrotti Company, Inc.** is pleased to provide the following proposal for the Rodeo Hills Lift Station.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	1	<b>Rodeo Hills Lift Station RTU</b> (System to operate on 120 VAC/60Hz/1 Phase Power)  To Include: <ul style="list-style-type: none"><li>• NEMA 4 Painted Steel Enclosure</li><li>• Allen-Bradley CompactLogix PLC Processor &amp; IO Hardware</li><li>• Viper Radio</li><li>• Ethernet Switch</li><li>• Yagi Antenna, Polyphaser, Coax and Connectors</li><li>• Power Supply, 24VDC</li><li>• UPS</li></ul>
B.	Lot	PLC Programming & Integration
C.	Lot	HMI Programming Modifications at North WWTP SCADA PCs
D.	Lot	Documentation including approval submittals, panel wiring and layout diagrams
E.	Lot	Control & Telemetry System Start-up, Testing On-site, Start-up
F.	Lot	Electrician Installation, Wiring, and Conduit

**TOTAL PRICE FOR ITEMS A-E: \$66,012.00\*\***

**\*\*Clarifications/Exclusions:**

1. Pricing is exclusive of taxes, fees, bonds, tariffs, and licenses unless noted above.
2. Terms: Net 30 days
3. FOB Factory. **Freight included.**
4. All existing field wiring, instrumentation, telemetry or control equipment that is to be reused are assumed to be in good working condition, additional charges may apply if repairs are needed.
5. Installation and wiring of lift station RTU is included. All other electrical work is excluded and provided by others.

Thank you for this opportunity and if you have any questions or comments, please do not hesitate to call.

Sincerely,  
**R. E. PEDROTTI COMPANY**



**Lewis Ohlman**  
[lewis@repedrotti.com](mailto:lewis@repedrotti.com)  
o:913-677-3366 m:913-222-4669

cc: Bryan Hensley, Kimberly Higby

APPROVED:

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Mayor



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nicole May, Finance Director

**Date:** July 2, 2025

**Subject:** Notice of Revenue Neutral Rate Intent

**Agenda Item:** New Business

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**Purpose:** The City is anticipating exceeding the Revenue Neutral Rate (RNR). The County Clerk must be notified by July 20<sup>th</sup> if the municipality intends to exceed the Revenue Neutral Rate. The RNR for the 2026 budget is 33.478. The total mill levy for the 2025 budget was 36.223.

**Recommendation:** City staff recommends approving the Notice of Revenue Neutral Rate Intent to exceed the RNR.

**Background:** In March 2021, the Legislature approved Senate Bill 13 requiring any taxing subdivision that intends to exceed their Revenue Neutral Rate to give additional notice. The County Clerk must be notified by July 20<sup>th</sup>. The City will be required to have a public hearing before the budget is adopted. The County Clerk is required to notify all taxpayer's of the revenue neutral rate hearings and levy changes.

The Revenue Neutral Rate for the City of Dodge City calculated by the Ford County Clerk is 33.478. The anticipated rate needed for the 2026 budget is 36.223. The City may adopt a budget with a mill levy less than this anticipated mill levy but the final budget cannot exceed this mill levy.

**City Commission Options:**

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

**Financial Considerations:** None

**Legal Considerations:** Legal consideration will be satisfied upon notification to the County Clerk.

**Mission/Values:** We value progress and growth for the community's future.

**Attachments:** Notice of Revenue Neutral Rate Intent.

**Approved for the Agenda by:**

*Nicole May*

---

**Nicole May, Finance Director**

**Notice of Revenue Neutral Rate Intent**

THE GOVERNING BODY OF CITY OF DODGE CITY, HEREBY NOTIFIES THE FORD COUNTY CLERK OF  
INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

Yes, we intend to exceed the Revenue Neutral Rate.

Our proposed mill levy rate is: 36.223.

Our proposed ad valorem tax (dollar amount) is \$8,313,584.

The date of our hearing is: September 2, 2025.

The time of our hearing is: 7PM

The location of our hearing is: City Commission Chambers 806 N. 2<sup>nd</sup> Ave., Dodge City, KS.

No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the  
County Clerk on or before October 1, 2025.

WITNESS my hand and official seal on July 7, 2025.

(Seal)

---

Clerk or Officer of Governing Body



# Memorandum

**To:** City Commission  
**From:** Nick Hernandez, City Manager  
**Date:** 7/7/2024  
**Subject:** Purchase of Go Cart track and carts  
**Agenda Item:** New Business

---

**Purpose:** To establish another year-round entertainment opportunity for visitors and residents in the form of indoor cart racing.

**Recommendation:** Purchase go track/carts and associated parts and materials in the amount of \$70,000 and establish a one- year budget expenditure of \$30,000 for the start-up operations. For a total of \$100,000.

**Background:** In early July, it was found that there was an opportunity to purchase a go-cart business, which consists of 23 Adult Carts, 18 Jr Carts, and one ADA cart, as well as 20,000 square ft of track, tires, controllers and chargers. Each cart is three to seven years of age and all electric powered. Upon discovery, we sent our (small engine) mechanic and director to take a closer look at the condition of the equipment and determine what the potential needs may be. They determined that the equipment is in good shape and the number of carts and track appear to be sufficient and near complete to begin use.

Each cart has a replacement value of \$10,000 and resale of these carts could bring \$3,000 after 4-5 years of use if sold individually.

We have reached out to the Expo Center, and they have tentatively agreed to allow us to house the carts and track for operations. We will have to be flexible to their schedule and work with them on weekends where building use may be needed by a larger group. The City would provide three part-time employees with an average of \$15 an hour to operate the facility for 21 hours a week on Friday, Saturday and Sunday. This may change depending upon demand.

If demand waivers or problems arise in the operations, the resale of the equipment will greatly offset the initial cost. Additionally, we will be reaching out for sponsors and marketing collaboration with Dodge City Raceway Park and our race fan community.

Further benefits would be provided for our tournament and transient guests for additional recreational opportunities year-round outside of the water park. We could also encourage use through discounts to Why Not Dodge tournament participants.

**City Commission Options:**

1. Approve purchase and startup of Go-Carts not to exceed \$100,000
2. Disapprove

**Financial Considerations:**

\$:70,000 for purchase and \$30,000 for startup costs. \$100,000 Total. The funds will be taken from the additional 2% Transient Guest Tax fund, which currently has an unencumbered cash balance of \$703,000.

**Legal Considerations:** Development and review of waivers for users for insurance purposes.

**Mission/Values:** Achieves Core Purpose of making Dodge City the Best Place to be and our Core Value of Ongoing Improvement.

**Attachments:**

Projected Cost  
Financial Plan

**Approved for the Agenda by:**

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

---

Nickolaus J. Hernandez, City Manager

Go Cart Proposal  
\$70,000

41 Carts                      Maintain ability to have 20 cars running at once  
Hours of Operation

3-9 Friday	6
9-9 Saturday	10
12-5 Sunday	5
Total Hours	21

Max Capacity (Very Efficient)

20 carts at 50 min     \$     21,000

Full Capacity

12 carts at 45 min     \$     11,340

	Per Minute	Weekend	Profit	Recoup(Weeks)
6 Carts at 30 minutes	\$1	\$ 3,780	\$ 2,835	25
12 Carts at 30 minutes	\$1	\$ 7,560	\$ 6,615	11
6 at 20 minutes	\$1	\$ 2,520	\$ 1,575	45
12 at 20 minutes	\$1	\$ 5,040	\$ 4,095	17

3 Employees at \$15/Hour

\$45 Hour     \$ 945.00 per weekend

Breakeven

45 Minutes of Rental per Hour Total

or 3 carts at 15 min per hour average

Private Event (12 carts at 60 minutea)

Rack Rate                      \$720 per hour

Event Rate                      \$500 per hour

Replacement rate of 20% Prime Carts at \$10k a cart

\$50,000 year     \$45,000

\$5,000 trade in

Minimum Profit with Replacement running a limited schedule (21 hours a week)

6 carts average 20 minutes per hour

50 week season	Staffing	CIP	Cost	Revenue	Difference
Year 1	\$ 47,250.00	\$45,000	\$ 92,250	\$ 126,000	\$ 33,750
Year 2	\$ 48,667.50	\$47,250.00	\$ 95,918	\$ 126,000	\$ 30,083
Year 3	\$ 50,127.53	\$49,612.50	\$ 99,740	\$ 126,000	\$ 26,260
Year 4	\$ 51,631.35	\$52,093.13	\$ 103,724	\$ 126,000	\$ 22,276
Year 5	\$ 53,180.29	\$54,697.78	\$ 107,878	\$ 126,000	\$ 18,122

Expected Profit with Replacement running a limited schedule (21 hours a week)

12 carts at 30 minutes

50 week season	Staffing	CIP	Cost	Revenue	Difference
Year 1	\$ 47,250.00	\$45,000	\$ 92,250	\$ 378,000	\$ 285,750
Year 2	\$ 48,667.50	\$47,250.00	\$ 95,918	\$ 378,000	\$ 282,083
Year 3	\$ 50,127.53	\$49,612.50	\$ 99,740	\$ 378,000	\$ 278,260
Year 4	\$ 51,631.35	\$52,093.13	\$ 103,724	\$ 378,000	\$ 274,276
Year 5	\$ 53,180.29	\$54,697.78	\$ 107,878	\$ 378,000	\$ 270,122