



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, July 21, 2025

7:00 p.m.

MEETING # 5315

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

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).

Annual Great Plains Development Update

Oath of Honor- Dodge City Fire Department, Bradley Hines

CONSENT CALENDAR

1. Approval of July 7, 2025, Study Session Minutes.
2. Approval of July 7, 2025, City Commission Meeting Minutes.
3. Appropriation, Ordinance No. 14, July 21, 2025
4. Cereal Malt Beverage License:
5. Approval of Payment for Temporary Construction Easements for South Dodge Trail Extension.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of the Purchase of Christmas Decorations for Downtown Dodge City. Report by Daniel Cecil, Parks & Recreation Director.
2. Approval of the Purchase of a New Playset for Friendship Park. Report by Daniel Cecil, Parks & Recreation Director.
3. Approval of Quote for Repair and Rehabilitation of Well No. 10. Report by Corey Keller, Public Works Director.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION Deemed Privileged in the Attorney-Client Matter Relationship

ADJOURNMENT



CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, July 7, 2025

6:30 p.m.

Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers, and Michel Burns present.

STUDY SESSION

Corey Keller, Public Works Director introduced Representatives from Voltaire, Dan Coon and Mike Mooney. They gave a presentation on Dodge City Regional Airport Aviation Leakage Study for 2024.

A leakage study analyzes the air traffic demand of a defined geographic area.

Corey Keller, Public Works Director along with Eliel Marin, Airport Manager were present for questions.

ADJOURNMENT

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



CITY COMMISSION MEETING MINUTES

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

INVOCATION BY Pastor Mason Smith, First Church of God

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Jeff Reinert moved to open the public hearing; Issuance of Industrial Revenue Bonds (GLO at the Casino Project). Joan Knight, Executive Director of Dodge City/Ford County Development, spoke and stated that a resolution would be presented for the adoption of IRB's, she gave details on the IRB's for the hotel and the cost benefited. She also stated that there was a revue committee that the hotel will be called Glo Best Western Hotel.

There were no public comments. Mayor Reinert closed the public hearing.

APPROVAL OF AGENDA

Commissioner Michael Burns made a motion to accept the agenda as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

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

Dr. Stephanie Newbold, Director of Hugo Wall School Wichita State University and Dr Mercy o Mary coordinator of the Mini MPA Program represented the graduates of the MPA program. They thanked Melissa and Nick for their support of the Hugo Wall School and the study and practice of public administration.

Dodge City Police Chief Drew Francis introduced two new Dodge City Police officers Brian Wynn, and Felipe Rodrigues & one Community Service Officer, Casey Casare. They were sworn in and given the Oath of Honor. Congratulations to all.

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.

Commissioner Michael Burns made a motion to accept the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

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 was approved on a motion by Commissioner Rick Sowers. Commissioner Michael Burns seconded the motion. The motion passed. 5 - 0.

Resolution No. 2025-23: A Resolution allowing temporary sales and consumption of alcohol beverages for a special event at the Long Branch Lagoon was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion passed 5 - 0.

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

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

NEW BUSINESS

1. Approval of the Memorandum of Understanding (MOU) with the Childcare Coalition of Dodge City was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
2. Approval of expenditures up to \$78,000 to complete the outfit for the new Rescue Truck that was purchased for the Dodge City Fire Department was approved on motion by Commissioner Michael Burns. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
3. Approve the quote from R. E. Pedrotti in the amount of \$66,012.00 adding the necessary SCADA hardware and software, along with installation of the SCADA system to the Rodeo Hills Lift Station was approved on a motion by Commissioner Daniel Pogue. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
4. Approve Staffs Recommendations for the Notice of Revenue Neutral Rate Intent to Exceed the RNR was approved on a motion by Commissioner Rick Sowers. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
5. Approval to purchase Go Carts, Track, and associated parts in the amount of \$70,000 was disapproved on a motion by Commissioner Michael Burns . Commissioner Chuck Taylor seconded the motion. The motion carried 5-0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: July 21, 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 temporary construction 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:

Gonzalo Lira	\$ 500.00
Rod Reiman, Ryan & Dana Reiman	\$ 500.00
Rod Keller Trust	\$ 500.00
Jorge Miranda-Ortiz & Angelica Miranda	\$ 500.00
Janet Slattery Trust	<u>\$ 500.00</u>
TOTAL	\$2,500.00

Amount \$: 2,500.00

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 five Temporary Construction Easements and Easement Log

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

City of Dodge City
Project: South Dodge Trail
Property Address: 417 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 2 day of July, 2025 by and between, **Gonzalo Lira** (“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 417 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: Gonzalo Lira

BY: Gonzalo Lira
Gonzalo Lira

BUYER: CITY OF DODGE CITY, KANSAS

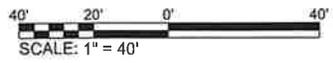
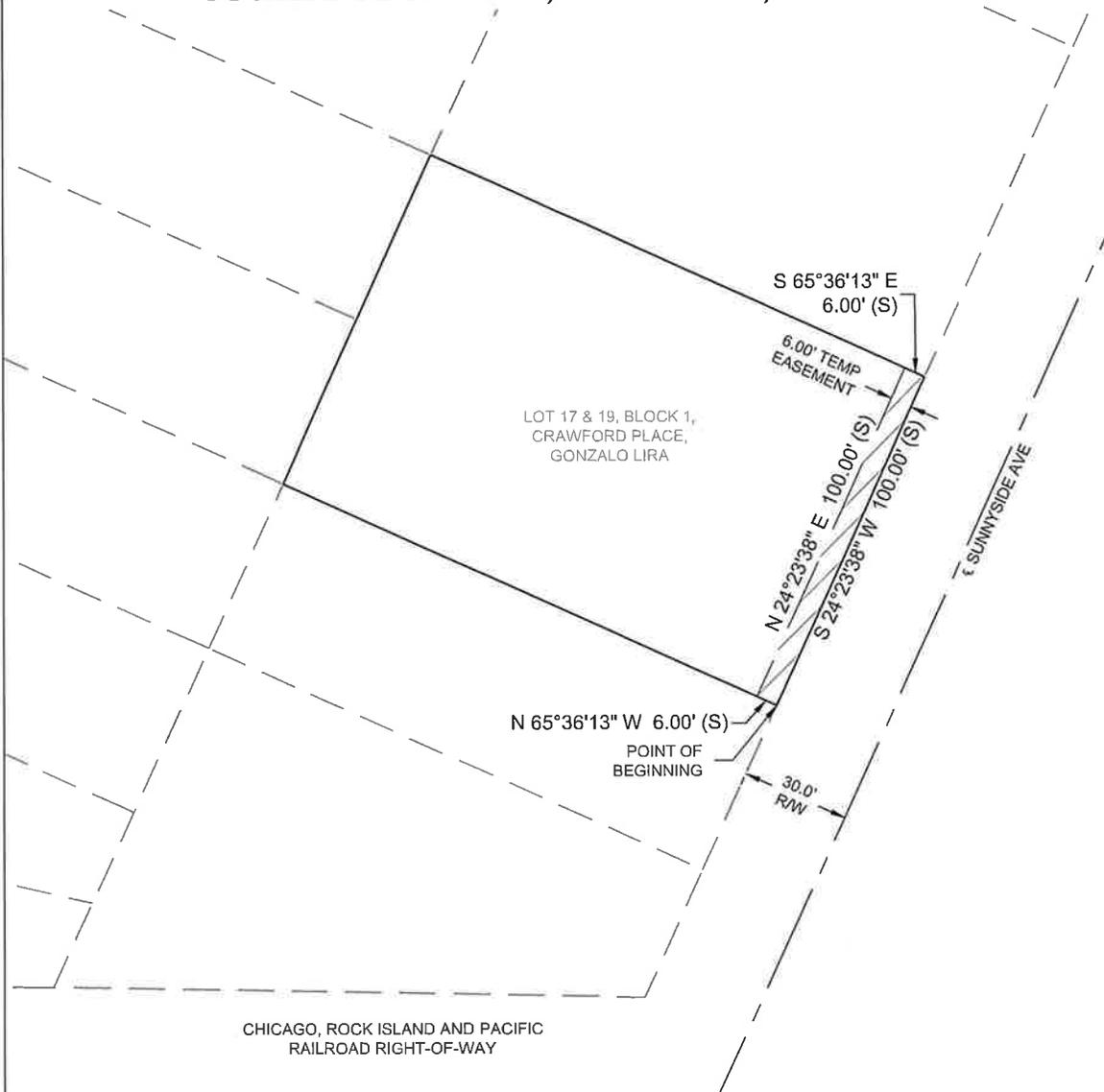
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

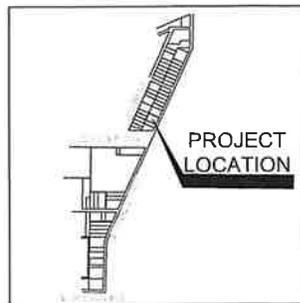
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

- (S) Surveyed Dimension
- Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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Exhibit #20 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 17 and 19, 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 17, Block 1, Crawford Place: thence
N 65°36'13" W 6.00 feet; thence
N 24°23'38" E 100.00 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 100.00 feet to the point of beginning, containing 600 square feet.
Tim Sloan, PS-783, February 25, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan

Tim Sloan
Tim Sloan, P.S.
Vice-President



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Exhibit #20 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 309 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 25 day of June, 2025 by and between, **Rod Reiman, Ryan Reiman and Dana Reiman** (“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 309 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: Rod Reiman



Rod Reiman

SELLER: Ryan Reiman



Ryan Reiman

SELLER: Dana Reiman



Dana Reiman

BUYER: CITY OF DODGE CITY, KANSAS

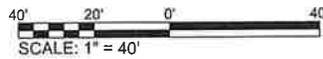
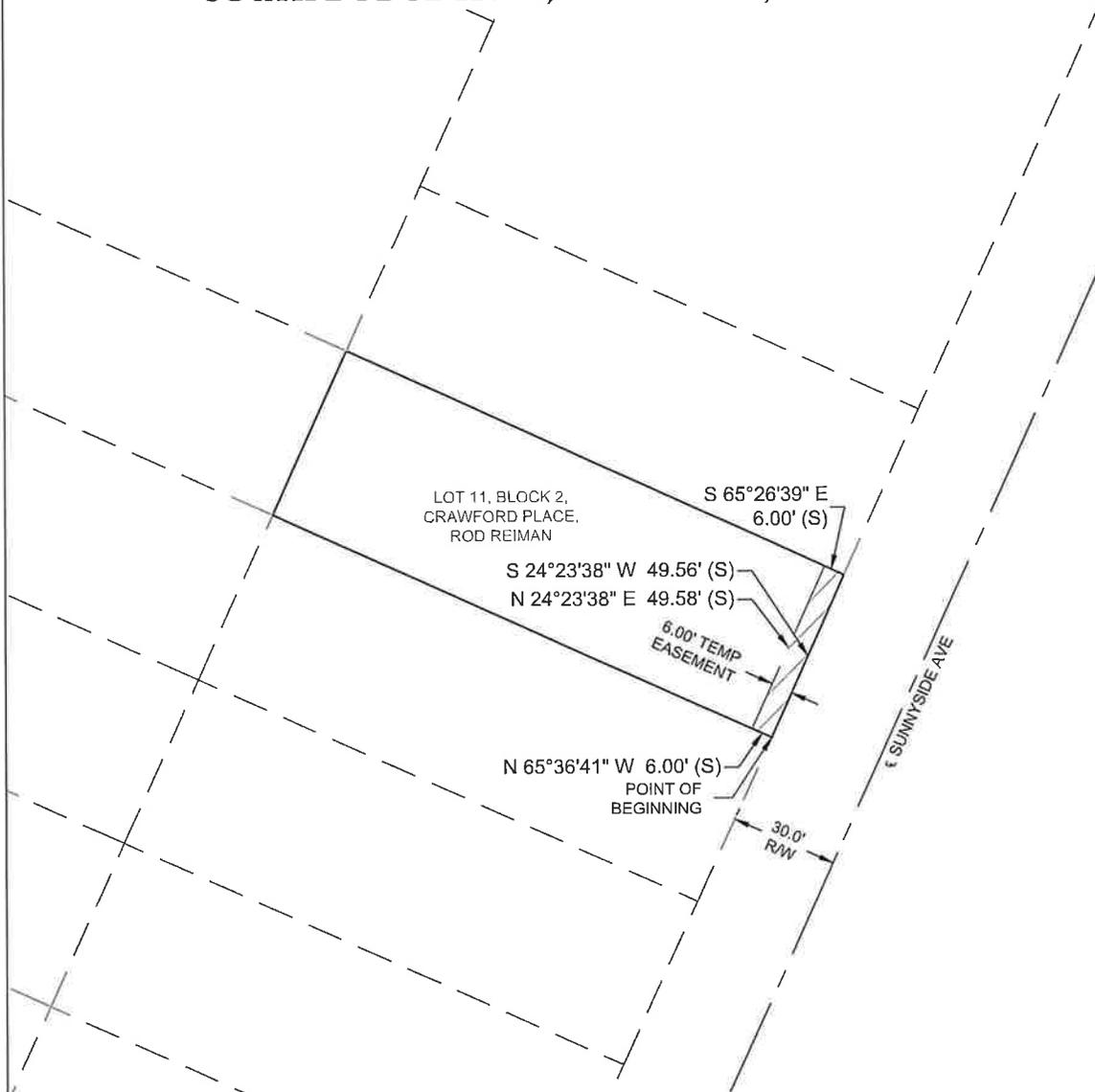
Mayor

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 #07 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 11 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 11, Block 2, Crawford Place: thence
N 65°36'41" W 6.00 feet; thence
N 24°23'38" E 49.58 feet; thence
S 65°26'39" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 24°23'38" W 49.56 feet to the point of beginning, containing 297 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



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Exhibit #07 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 723 Sunnyside Ave Dodge City, KS

AGREEMENT

THIS AGREEMENT is made this 25 day of June, 2025 by and between, **Rod Keller, as Trustee of the Rod Keller Trust, under agreement dated January 15, 2018** (“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 723 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: Rod Keller Trust, under agreement dated January 15, 2018

BY: Rod Keller
Rod Keller, Trustee

BUYER: CITY OF DODGE CITY, KANSAS

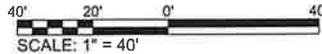
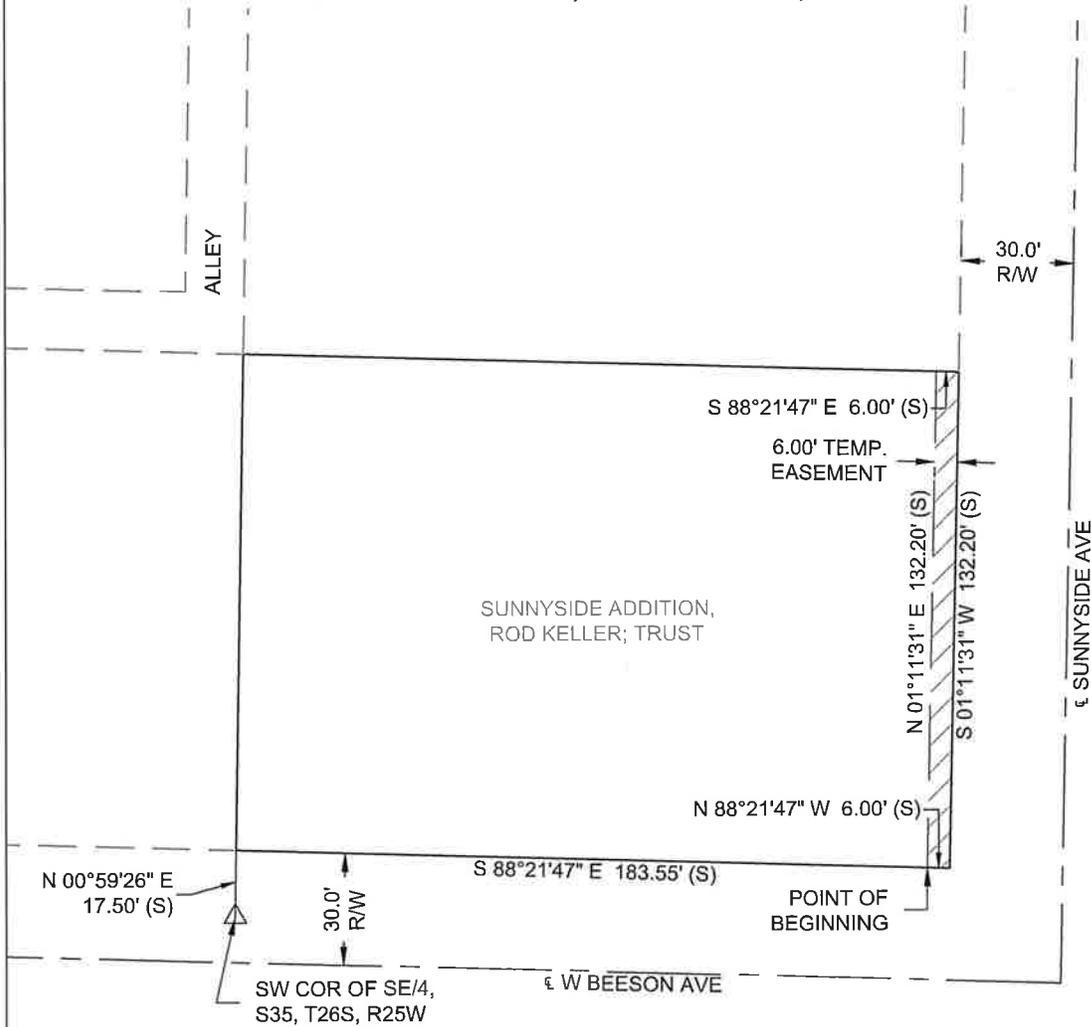
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS



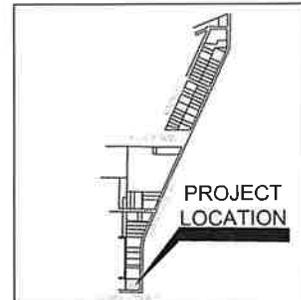
LEGEND

△ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.

(S) Surveyed Dimension

Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



SMH

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Exhibit #39 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

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

Beginning at a point that is N 00°59'26" E 17.50 feet and S 88°21'47" E 183.55 feet from the Southwest Corner of the Southeast Quarter of said Section 35; thence N 01°11'31" E 132.20 feet; thence S 88°21'47" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence S 01°11'31" W 132.20 feet along the East right of way line of Sunnyside Avenue to the North right of way line of West Beeson Avenue; thence N 88°21'47" W 6.00 feet to the point of beginning, containing 793 square feet.
Tim Sloan, PS-783, January 24, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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Exhibit #39 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 707 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE TEMPORARY EASEMENT

THIS AGREEMENT is made this 25 day of JUNE, 2025 by and between, **Jorge L. Miranda-Ortiz and Angelica Miranda, husband and wife** (“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 707 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: Jorge L. Miranda-Ortiz

BY: Jorge L. Miranda-Ortiz
Jorge L. Miranda-Ortiz

Seller: Angelica Miranda

BY: Angelica Miranda
Angelica Miranda

BUYER: CITY OF DODGE CITY, KANSAS

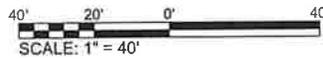
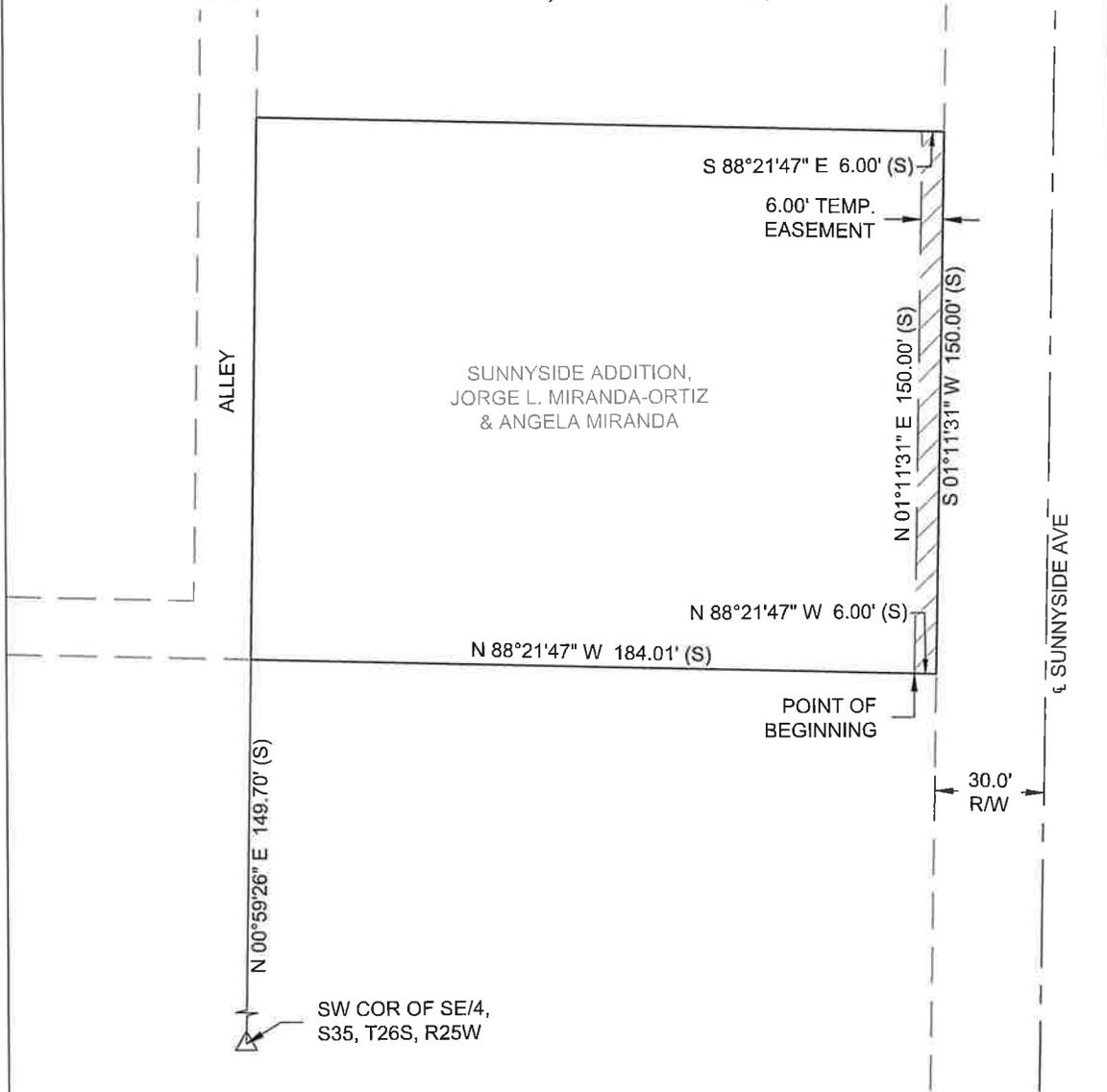
Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

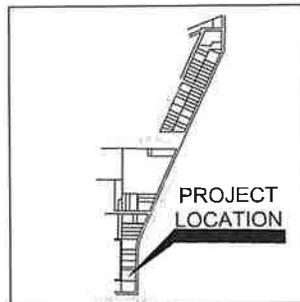
SOUTH DODGE TRAIL, DODGE CITY, KANSAS



LEGEND

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

VICINITY MAP (NOT TO SCALE)



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Exhibit #38 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

DESCRIPTION:

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

Beginning at a point that is N 00°59'26" E 149.70 feet and S 88°21'47" E 184.01 feet from the Southwest Corner of the Southeast Quarter of said Section 35; thence
N 01°11'31" E 150.00 feet; thence
S 88°21'47" E 6.00 feet to the West right of way line of Sunnyside Avenue; thence
S 01°11'31" W 150.00 feet; thence
N 88°21'47" W 6.00 feet to the point of beginning, containing 900 square feet.
Tim Sloan, PS-783, January 27, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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Exhibit #38 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

City of Dodge City
Project: South Dodge Trail
Property Address: 503 Sunnyside Ave Dodge City, KS

AGREEMENT TO PURCHASE EASEMENT

THIS AGREEMENT is made this 25 day of June, 2025 by and between, **Janet Slattery Trust Agreement, dated June 30, 2023** (“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 503 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: Janet Slattery Trust Agreement, dated June 30, 2023

BY: *Janet Slattery*
Janet Slattery, Trustee

BUYER: CITY OF DODGE CITY, KANSAS

Mayor

ATTEST

City Clerk

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD RIGHT-OF-WAY

LOTS 3-6,
PETERSEN TRACT,
JANET SLATTERY TRUST, DATED
06-30-23

N 89°03'14" W 6.55' (S)

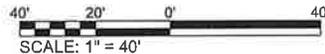
S 89°03'14" E 6.55' (S)

N 24°39'05" E 132.42' (S)
S 24°39'05" W 132.42' (S)

☯ SUNNYSIDE AVE

POINT OF
BEGINNING

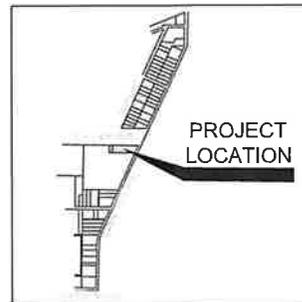
30.0'
RAW



LEGEND

- Monument Found (1/2" Rebar),
Origin: Unknown, Unless Otherwise Noted
- (S) Surveyed Dimension
- Temporary Easement Hatch

VICINITY MAP (NOT TO SCALE)



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Exhibit #23 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 1 OF 2

TEMPORARY EASEMENT EXHIBIT

SOUTH DODGE TRAIL, DODGE CITY, KANSAS

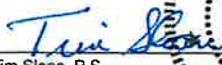
DESCRIPTION:

A tract of land in Lots 3, 4, 5, & 6, in the Peterson Tract, a subdivision 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 3, in the Peterson Tract; thence
N 89°03'14" W 6.55 feet; thence
N 24°39'05" E 132.42 feet; thence
S 89°03'14" E 6.55 feet to the West right of way line of Sunnyside Avenue; thence
S 24°39'05" W 132.42 feet to the point of beginning, containing 794 square feet.
Tim Sloan, PS-783, February 18, 2025.

Subject to easements and restrictions of record.

SMH Consultants
By: Tim Sloan


Tim Sloan, P.S.
Vice-President



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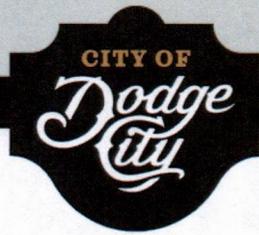
Exhibit #23 Drawn By:RJC Project #2304-0120 TDS #94

SHEET 2 OF 2

Dodge City - South Dodge Trail Easement Log

TCE Acquired =

Tract #	Tract Owner	Property Address
1	City of Dodge City	71 N 2nd Ave
2	Osbaldo Vazquez Andrade	103 S 2nd Ave
3	JIT Properties, LLC	205 S 2nd Ave
4	USA Auto, Inc	209 S 2nd Ave
5	Joe Aguero and Eulogia Garcia	215 S 2nd Ave
6	Niunor Ochoa and Lilia Flores	307 Sunnyside Ave
7	Rod Reiman (Attn: Ryan and Dana Reiman)	309 Sunnyside Ave
8	Brenda Carolina Zelaya	311 Sunnyside Ave
9	Mateo Velasquez Gomez	313 Sunnyside Ave
10	Nancy Batres-Martinez	315 Sunnyside Ave
11	DW Investment LLC	317 Sunnyside Ave
12	Socorro Salazar	319 Sunnyside Ave
13	Marivel Orozco	401 Sunnyside Ave
14	Modesta Torres	403 Sunnyside Ave
15	Mario Aruto Morales	405 Sunnyside Ave
16	Felix Garcia Bahena and Lorena Garcia	407 Sunnyside Ave
17	Enrique Fernandez & Macros Fernandez	409 Sunnyside Ave
18	Red Brick Rentals LLC	411 Sunnyside Ave
19	Leana Marie Saldana	415 Sunnyside Ave
20	Gonzalo Lira	417 Sunnyside Ave
21	Yrma Del Torro	421 Sunnyside Ave
22	Ma Del Rosario Andrade Andrade	423 Sunnyside Ave
23	Janet Slattery Trust	503 Sunnyside Ave
24	USD 443	511 Sunnyside Ave
25	Guadalupe Cabrera De DonJuan and Oscar Manuel DonJuan	519 Sunnyside Ave
26	Selia Romero fka Selia Banuelos (Attn: Juan Carlos Esquivel Paz)	521 Sunnyside Ave
27	Robert L Waddell III	523 Sunnyside Ave
28	Fernanda Garcia and Benjamin Garcia and Consuelo Delgado	601 Sunnyside Ave
29	Angel & Martha Rivera	603 Sunnyside Ave
30	Rogelio & Jessica Rodriguez	605 Sunnyside Ave
31	Octavio Medrano Montes	607 Sunnyside Ave
32	Hector & Conception Medrano	609 Sunnyside Ave
33	Francisco Aguilar and Elsa Aguilar	611 Sunnyside Ave
34	Randle L. McRoberts Jr	613 Sunnyside Ave
35	Timothy R Schmitt	615 Sunnyside Ave
36	Brian Crumb	703 Sunnyside Ave
37	Guadalupe Solis and Rosa Maria Mota	705 Sunnyside Ave
38	Jorge L. Miranda-Ortiz and Angela Miranda	707 Sunnyside Ave
39	Rod Keller Trust	723 Sunnyside Ave



Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Daniel Cecil, Parks and Recreation Director
Date: July 21, 2025
Subject: Approval of Purchase of Downtown Christmas Decorations
Agenda Item: New Business

Purpose: To continue lighting up the downtown area of the community during the holiday season with decorations that make the district fun and festive.

Recommendation: Staff recommends the approval of the purchase of Christmas decorations from Creative Displays for the downtown district in the amount of \$59,780.40.

Background: As additional phases of the Downtown Dodge City Streetscape Project are completed, the need for more holiday decorations has grown. These decorations have become a highlight, serving as an attraction and enhancing the overall holiday experience for both residents and visitors.

In November 2024, the City Commission approved an initial purchase of decorations from Creative Displays, which included skyline decorations spanning Gunsmoke Street from Central Avenue to 1st Avenue, pole enhancements for newly completed streetlights, and a roping cowboy display in Wright Park. These additions received positive feedback from the community, with many expressing appreciation and excitement about the future of the displays.

Staff has continued working with Creative Displays to find complementary pieces that will add to and elevate the current downtown décor. The proposed additions include:

- 6 pole enhancements
- Four 38-foot skyline displays for Gunsmoke from 1st Ave. to 3rd Ave.
- A red heart and colored "DC" lettering display
- Three 4-foot garland wreaths for the windmill
- A Bronco Rider Display
- A horse-drawn stagecoach display inspired by Boot Hill

These additions are designed to complement the existing decorations and enhance the festive identity of Downtown Dodge City during the holiday season.

City Commission Options:

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

Financial Considerations: Creative Displays is the sole source vendor for this project since the decorations are custom made to highlight Dodge City's western heritage. If approved the decorations will be paid out of the additional two percent transient guest tax where sufficient funding is available for this project. The decorations will be a significant draw for visitors as well as locals for the holiday season.

Amount: \$59,780.40

Legal Considerations: Legal staff would review any agreements prior to them being signed.

Mission/Values: This project aligns with the City's goal to make Dodge City the best place to work and live.

Attachments: Creative Displays quote and decoration presentation.

Approved for the Agenda by:



Daniel Cecil, Parks and Recreation Director



COMMERCIAL-GRADE HOLIDAY LIGHTING & DECOR
14150 Santa Fe Trail Dr, Lenexa, KS 66215

Proposal

Date	Estimate #
7/15/2025	7773

Name / Address
City Of Dodge City Parks And Facilities 100 Chaffin Rd Dodge City, KS 67801-9300 US

Ship To
CITY OF DODGE CITY PARKS AND FACILITIES 100 CHAFFIN ROAD DODGE CITY, KS 67801

P.O. No.	Rep	Project	E-MAIL	JOB
	LW		tonyh@dodgecity.org	

Item	Description	Qty	Cost	Total
	PRICING GOOD IF ORDERED BY JULY 29, 2025			
CSSCC-54	GROUND MOUNTED BRONCO RIDER; 13' x 18'	1	12,230.40	12,230.40T
RKHEARTDC-6	"HEART DC" GARLAND TOPIARY LETTER SIGN 6' H. 5MM MINI LIGHTS. AVAILABLE IN ANY COLOR GARLAND COMBINATION OR SOLID GARLAND COLOR.	1	11,250.00	11,250.00T
CPM14-113-CO...	4' W x 5.25' H, COWBOY BOOT WITH HOLLY POLE MOUNT, APPROX. 80 LED BULBS	2	790.00	1,580.00T
CPM14-114-CO...	3' W x 5' H, COWBOY HAT WITH POINSETTIA POLE MOUNT, APPROX. 80 LED BULBS	2	790.00	1,580.00T
CPM-482G-LED	GARLAND FANTASY TREE, 3' W x 4' H, MADE WITH APPROXIMATELY 29 C-7 LED LAMPS	2	465.00	930.00T
MISC.	38' W SNOWFLAKES & STAR SKYLINE **WARM WHITE**	4	3,380.00	13,520.00T
	SWAGS TO BE GREEN			
CBF311-LED	4' DOUBLE FRAME BUILDING FRONT WREATH WITH (1) 24" VINYL BOW, 34 LBS., (48) C-7 LED's	3	630.00	1,890.00T
CCC-75 STAGEC...	GROUND MOUNT STAGECOACH WITH 2 HORSES; 31.75' x 9.5' H, ANIMATED, (1,293) C-7 LED's	1	16,800.00	16,800.00T

ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT:WWW.CREATIVEDISPLAYS.COM			Total
Phone #	Fax #	E-mail	
913-402-9617	913-402-8487	CHRIS@CREATIVEDISPLAYS.COM	



COMMERCIAL-GRADE HOLIDAY LIGHTING & DECOR
14150 Santa Fe Trail Dr, Lenexa, KS 66215

Proposal

Date	Estimate #
7/15/2025	7773

Name / Address
City Of Dodge City Parks And Facilities 100 Chaffin Rd Dodge City, KS 67801-9300 US

Ship To
CITY OF DODGE CITY PARKS AND FACILITES 100 CHAFFIN ROAD DODGE CITY, KS 67801

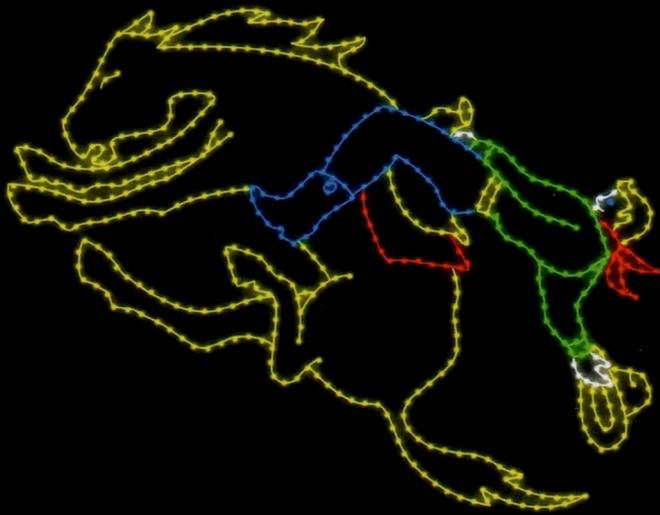
P.O. No.	Rep	Project	E-MAIL	JOB
	LW		tonyh@dodgecity.org	
Item	Description	Qty	Cost	Total
ESTIMATE NOTE	<p>ALL SALES ORDERS REQUIRE A 50% NON-REFUNDABLE DEPOSIT WITH THE REMAINING BALANCE DUE AT THE TIME OF SHIPPING.</p> <p>THE PURCHASER AGREES TO ALL TERMS AND CONDITIONS. ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.CREATIVEDISPLAYS.COM</p> <p>PRICES ARE SUBJECT TO CHANGE AT ANYTIME DUE TO CHANGES IN TARIFFS AND OTHER UNFORESEEN CIRCUMSTANCES.</p> <p>Total sales tax calculated by AvaTax</p>		0.00	0.00T
			0.00	0.00
ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT:WWW.CREATIVEDISPLAYS.COM			Total	\$59,780.40
Phone #	Fax #	E-mail		
913-402-9617	913-402-8487	CHRIS@CREATIVEDISPLAYS.COM		

Dodge City, Kansas

July 21, 2025

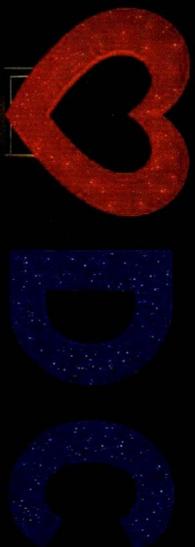
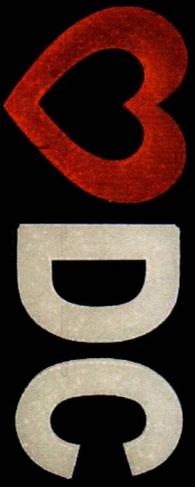


SSCC-54
Bronco Rider
13' X 18'
animated

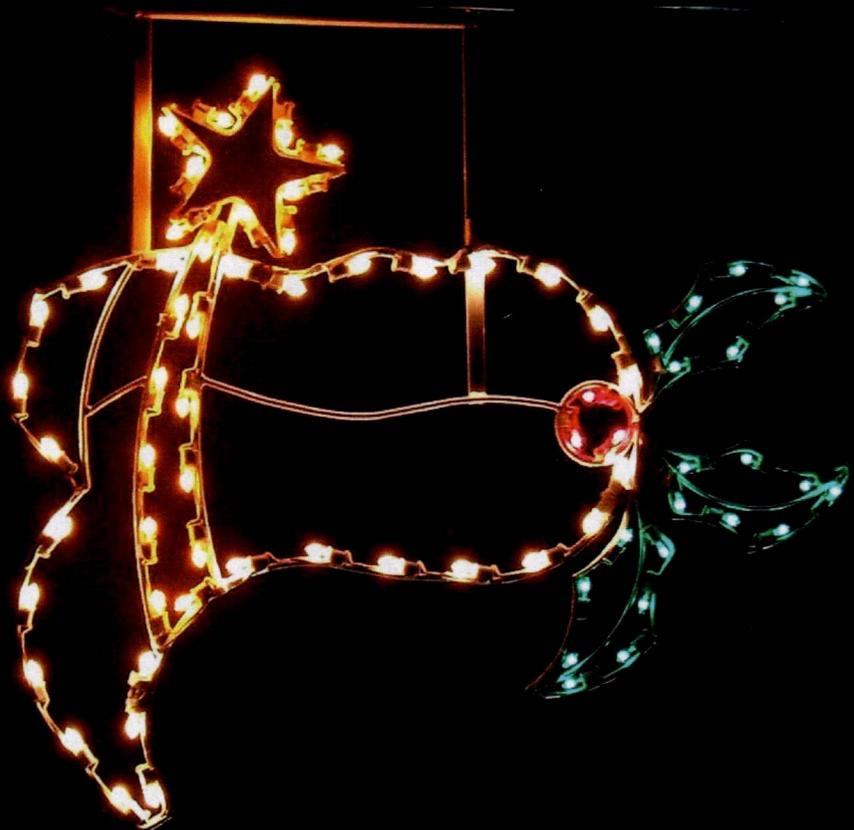


6' Garland Letters w/Heart

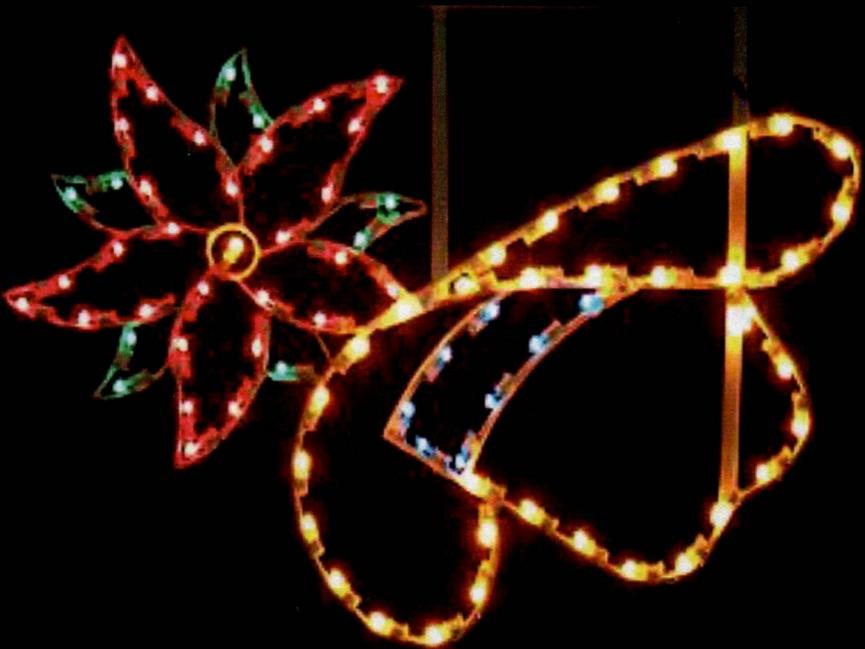
w/ LED Mini Lights



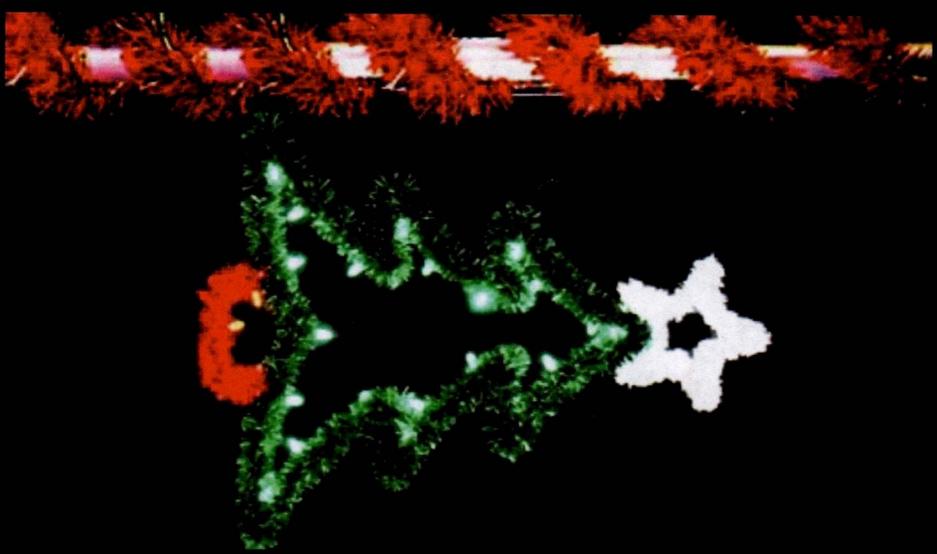
Cowboy Boot
with Holly
Pole Mount
4' W x 5.25' H



Cowboy Hat
with
Poinsettia
Pole Mount
3'W x 5'H

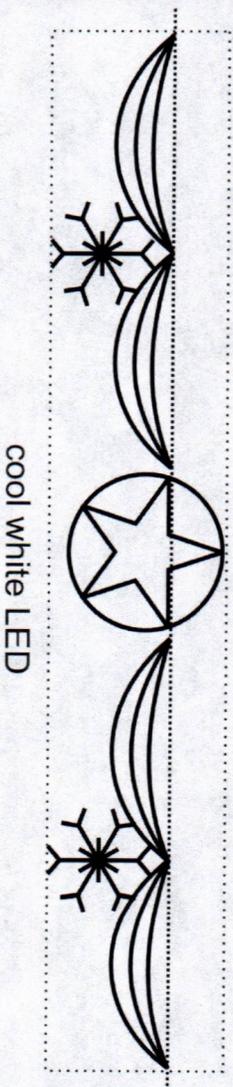


Garland
Christmas
Tree Pole
Mount
3'W x 4'H



38' W x 7' H
Skylines to
Match Last
Year's Design
(Swags will have
Green LEDs)

Credis-2024
(OH) Oh-509 skyline with star
38' x 7' □
standard skyline with
6' Star replacement in middle
silhouette/cool white



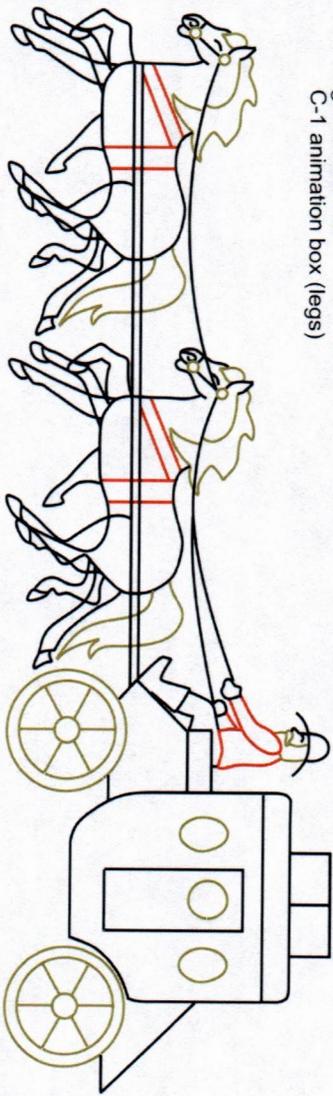
4' Double Frame Wreath w/24" Vinyl Bow

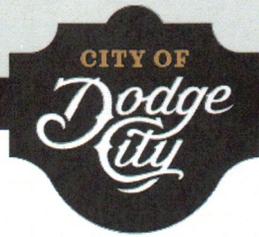
Additional Décor Can be added
(Ornaments, Pine Cone Clusters
(shown), Berry Clusters, etc.)



Stagecoach w/2
Horses 31.75' W
X 9.5' H
(Animated) Legs and
Wheels show movement

CC-75 Stagecoach
(with extra horse)
31.75 x 9.5
silhouette
ground mount
C-1 animation box (legs)





Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Daniel Cecil, Parks and Recreation Director
Date: July 21, 2025
Subject: Approval of Purchase of a new playset for Friendship Park
Agenda Item: New Business

Purpose: To upgrade the play equipment at Friendship Park and ensure recreational opportunities remain fun, inclusive, and engaging for users of all ages and abilities.

Recommendation: Staff recommends approval of the quote from Cunningham Recreation for the purchase of the Gametime Modular Powerscape 5-12 Unit Playset in the amount of \$130,575.17. Additional costs include supervised installation, bonded rubber safety surface, park benches, trash receptacles, replacement of the concrete border, and a new split rail fence along the drainage area. The total request is \$181,628.18.

Background: Friendship Park, originally established in the 1930s, began as "Girl Scout Park," named after the small stone hut used by the local Girl Scouts. In 1997, a public-private partnership with Excel (now Cargill) brought major upgrades to the park, including a new playset, irrigation system, and renovations to the hut. The park was then renamed Friendship Park to reflect the community collaboration. The existing playset has served the neighborhood for nearly three decades and is now in need of replacement due to age, heavy use, and the limited availability of many of its replacement components.

Gametime offers a 100% matching grant through the Community Champions Playground Grant, administered in partnership with Omnia Partners. This opportunity supports the purchase of approved playground systems over \$150,000 and is available on a first-come, first-served basis.

Cunningham Recreation, the regional supplier of Gametime products, provided two replacement options. Staff selected the Powerscape model due to its modern design, ADA accessibility, compatibility with the existing playground use zone area, and deck height of 12 feet—making it the tallest structure among the city's current playsets.

Key features of the selected Powerscape unit include:

- Sensory Wave Climber Up and Around with Entryway
- Aventus Transfer Platform
- Multilevel Internal Climber
- Two slides
- Rope and bar climbers
- Talking tubes and sensory games

City staff will install bonded rubber surfacing to meet fall height safety standards. The project also includes the installation of:

- Two new park benches
- Trash receptacles
- Replacing damaged concrete border around the play zone and seating area
- New split rail fencing along the southwest edge of the playground to provide a barrier along the adjacent drainage way

On July 8, the Parks and Recreation Advisory Board reviewed and recommended approval of the Powerscape playset model for Friendship Park.

City Commission Options:

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

Financial Considerations: There is \$200,000 budgeted in the Parks Department Capital Improvement Program for playground improvements in 2025.

Amount: \$181,628.18

Fund: 410 Dept: 52100 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: All Contracts and agreements will be reviewed by the City Attorney prior to them being signed.

Mission/Values: This project aligns with the City's goal to make Dodge City the best place to work and live.

Attachments: Cunningham Recreation Quote #175788-01-02, Safety Surface Quote, Belson Outdoors Quote.

Approved for the Agenda by:



Daniel Cecil, Director of Parks and Recreation

Proposal for
City of Dodge City

Prepared by



06/20/25
Quote # 175788-01-02
Friendship Park
Option 2



800-438-2780 | cunninghamrec.com

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Justin Long
Sales Associate
620-440-9831
justin@cunninghamrec.com



About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



SIGNATURE PROJECTS



Ruby Grant Park – Norman, OK

This large fully inclusive playground with poured-in-place rubber blends perfectly in this 144 acre park in Norman, OK. It includes two GameTime play structures, freestanding zip tracks, inclusive whirl, hopscotch, music and adult outdoor fitness for a one of a kind multi-generational playground. Shaded benches, site furnishings and an area of respite for added guest comfort. A fun and engaging playground for all ages and abilities.

Total Cost: \$585,000

Olivia's Playground – Salina, KS

This large river themed GameTime inclusive playground with custom poured-in-place rubber surfacing blends perfectly in this 10 acre park in downtown Salina, KS. It includes two play structures, zip tracks, inclusive swings, an interactive Lappset Yalp Sona dance and play arch, and features nets for a great climbing experience. Shaded benches and site furnishings for added guest comfort. A fun and engaging playground and outdoor fitness equipment area for all ages and abilities.

Total Cost: \$805,000



Thank You First Responders Park – Sapulpa, OK

This inclusive playground features 6,800 sq. ft. of custom colored poured-in-place rubber safety surfacing, shade, various sensory rich play areas including outdoor musical, two large fully accessible ramped play structures and freestanding play components. These items include adaptive swings, GT Expression Swings, inclusive whirl, and a Lappset Yalp Sona interactive play and dance arch. The park also includes a Thrive 250, outdoor fitness area.

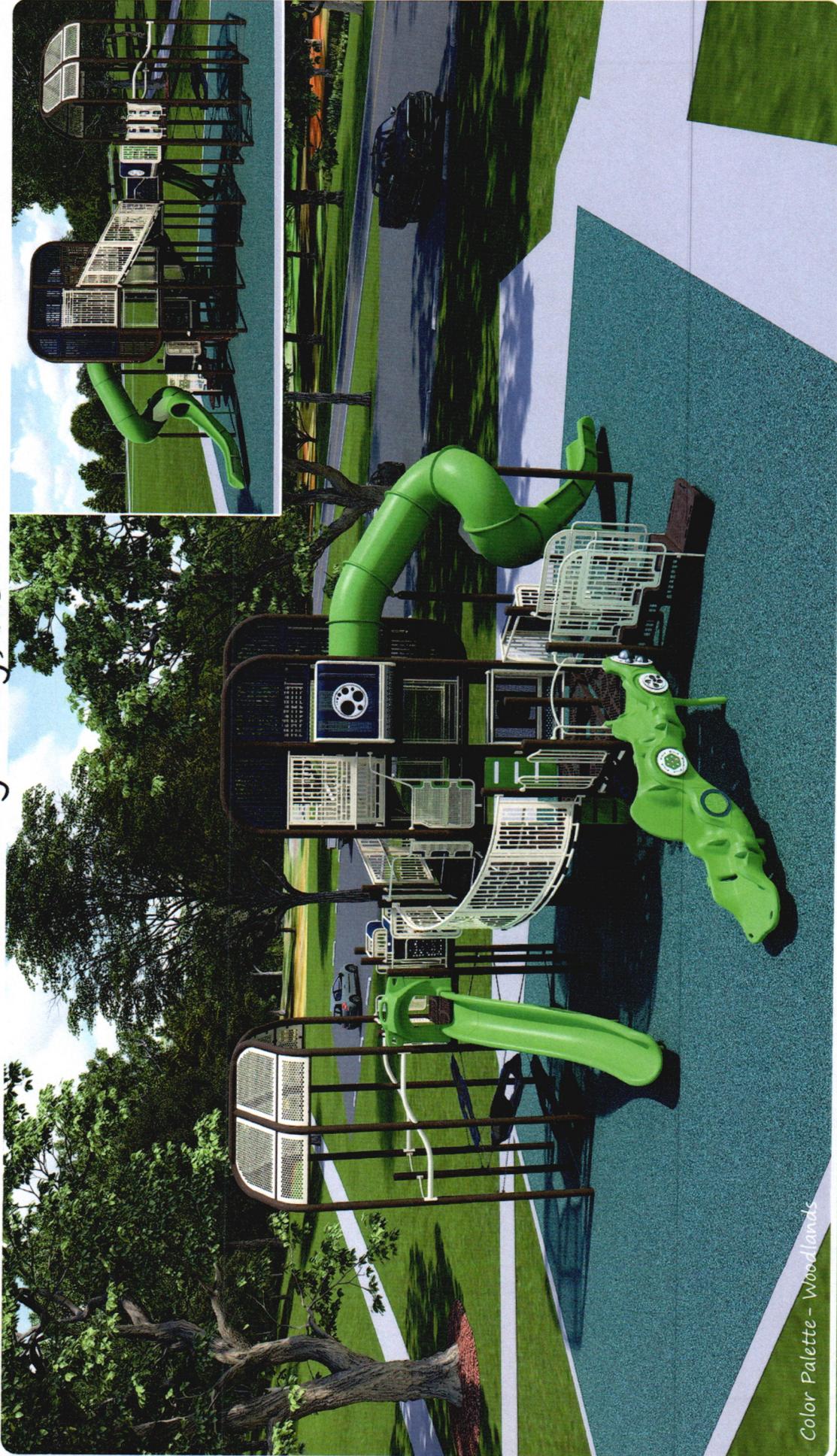
Total Cost: \$600,000





Friendship Park - Option 2 Dodge City, KS

Design • Build • PLAY!



Color Palette - Woodlands

www.cunninghamrec.com

800.438.2780



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

06/20/2025
 Quote #
 175788-01-02

City of Dodge City - Friendship Park - Option 2

Dodge City Parks and Recreation
 Attn: Daniel Cecil
 1301 Avenue C
 Dodge City, KS 67801
 United States
 Phone: 620-225-8160
 Fax: 620-225-8158
 danielc@dodgecity.org

Ship to Zip 67801

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Modular Powerscape 5-12 Unit [Accent: _____] [Basic: _____] [Basic2: _____] [Accent2: _____] [Deck:Pvc: _____] [HDPE: _____] [RotoPlastic: _____] [Tube: _____] [Cabling: _____] [MetalRoof: _____] [2ColorHDPE: _____]	\$234,866.80	\$234,866.80
		(2) 3904 -- Bells 20" 1S		
		(1) 3924 -- Flat Mirror 12" 1S		
		(1) 3926 -- Flat Mirror 20" 1S		
		(1) 3928 -- Fun Mirror 12" 1S		
		(1) 3930 -- Fun Mirror 20" 1S		
		(1) 3938 -- Color Wheel 12" 2S		
		(1) 3949 -- Pachinko 20" 1S		
		(1) 3950 -- Roller Balls 12" 2S		
		(1) 3959 -- 3-in-A-Row 20" Sensor		
		(1) 3960 -- Maze Panel Sensor 20" One Sided		
		(2) 5041RP -- Angled Hoop Roof - 2 Dk Span		
		(1) 5356RP -- VERTICAL NET CLIMBER (8')		
		(1) 5417RP -- Funnel Bridge (Modern)		
		(4) 6284RP -- Aventus Entryway		
		(1) 6862RP -- Aventus Transfer Platform		
		(1) 6863RP -- Arise Climber		
		(4) 6865RP -- Inclusive Play Pocket		
		(1) 6867RP -- Aventus Tower 12' Slide		
		(1) 6869RP -- Arise Climber w/Cover		
		(1) 6870RP -- Inclusive Play Pocket (Tower)		
		(4) 6880RP -- Aventus Talk Tube		
		(1) 7294RP -- Aventus Tower		
		(2) 7295RP -- Aventus Tower Panel		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

06/20/2025
 Quote #
 175788-01-02

City of Dodge City - Friendship Park - Option 2

Quantity	Part #	Description	Unit Price	Amount
		(1) 7296RP -- Aventus Enclosure Panel		
		(1) 7297RP -- Aventus Multilevel Internal Climber		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(11) 80001 -- 49"Tri Punched Steel Deck		
		(1) 80881 -- Thespian Theater Panel		
		(1) 81669 -- Hand Cycler		
		(1) 81670 -- Crunch Bar		
		(1) 81680 -- Single Seat		
		(1) 90267 -- 9' Upright, Alum		
		(3) 90268 -- 10' Upright, Alum		
		(1) 90269 -- 11' Upright, Alum		
		(1) 90272 -- 14' Upright, Alum		
		(5) 90273 -- 15' Upright, Alum		
		(1) 90891 -- 8' Straight Slide		
		(1) 91139 -- Entryway - Barrier		
		(1) 91375 -- PS Sensory Wave Up & Around (3' & 3')		
		(1) 91457 -- Sensory Wave Entryway		
		(1) 91604 -- HDPE Vertical Ladder 4'0"		
		(1) 91739 -- Narrows Climber (3'-4'6")		
		(1) 91827 -- 5" Upright Extension w/ Cap 5'		
		(5) 91832 -- 5" Upright Extension w/o Cap 8'		
		(1) 91846 -- 5" Upright Extension w/o Cap 7'		
		(1) 91881 -- Ascent Climber		
		(2) G90269 -- 11' Upright, Galv		
		(6) G90271 -- 13' Upright, Galv		
		(1) G90272 -- 14' Upright, Galv		
		(8) G90273 -- 15' Upright, Galv		
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
Contract: OMNIA #2017001134			Sub Total	\$234,958.88
			Discount	(\$117,433.40)
			Material Surcharge	\$7,049.69
			Freight	\$6,000.00
			Total	\$130,575.17

Comments

Materials only quotation. Pricing does not include installation or off-loading of equipment.

Please be advised that this quote contains components that may require an extended lead time.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/20/2025
Quote #
175788-01-02

City of Dodge City - Friendship Park - Option 2

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/20/2025
Quote #
175788-01-02

City of Dodge City - Friendship Park - Option 2

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$130,575.17**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

MATERIAL COLOR OPTIONS

METAL	PLASTIC	HDPE	2 COLOR HDPE
Black	Champagne	Black	Black/White
Starlight Black		Dolphin Gray	Gray/Black
Metallic	Beige		White/Black
White		Beige	Beige/Green
Vanilla	Brown		Brown/White
Champagne		Green	Green/White
Beige	Spring Green		Spring Green/White
Brown		Chartreuse	Azure/White
Bronze	Spring Green		Sky Blue/White
Dark Green		Azure	Blue/White
Green	Sky Blue	Purple/White	
Sage	Blue	Burgundy/White	
Ice Butter	Periwinkle	Red/White	
Ice Mint	Royal Purple	Orange/White	
Chartreuse	Burgundy	Yellow/Black	
Spring Green	Red		
Ocean	Orange		
Azure	Yellow		
Sea Mist			
Sky Blue			
Blue			
Periwinkle			
Royal Purple			
Burgundy			
Red			
Orange			
Butterscotch			
Yellow			

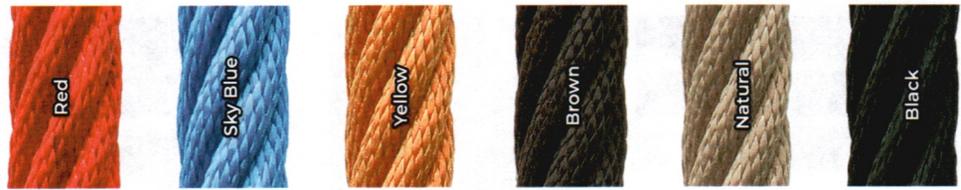
Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MATERIAL COLOR OPTIONS

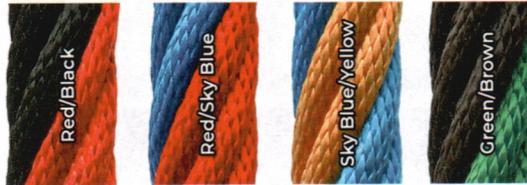
SHADE FABRIC



VISTAROPETM STANDARD

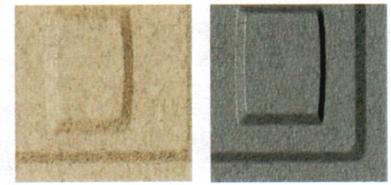


VISTAROPETM CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

SPECIAL ROCK



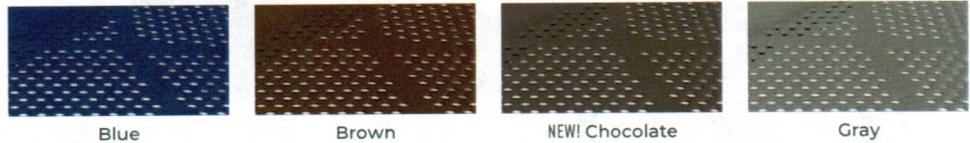
WALLCANO® HANDHOLDS



SITE RECYCLED PLASTIC LUMBER



DECKS





Sales Quote

Page: 1

Sales Quote Number: SQ02300
 Sales Quote Date: 7/16/2025

Sell
 To: CITY OF DODGE CITY
 ROSS SWELEY
 100 CHAFFIN ROAD
 DODGE CITY, KS 67801

Ship
 To: CITY OF DODGE CITY
 ROSS SWELEY
 100 CHAFFIN RD
 DODGE CITY, KS 67801

Tax Ident. Type	Legal Entity	Customer ID	30958
Ship Via		SalesPerson	
Terms	Credit Card		

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	Freight-Sports	Each	1	2,950.00	2,950.00
GMULCH-BLACK	MULCH, BLACK, 40# BAG	Lbs.	14,400	0.50	7,200.00
GMULCH-BLUE	MULCH, BLUE, 40 # BAG	Lbs.	14,400	0.70	10,080.00
GPLAROMACAP-CPS-CONS	BINDER, AROMATIC CAP, 5 GAL PAIL 3726	Pail	131	120.00	15,720.00

Amount Subject to Sales Tax 0
 Amount Exempt from Sales Tax 35,950.00

Subtotal:	35950
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	35,950.00

Quote #
WQ 383002

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.



627 Amersale Drive
Naperville, IL. 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 383002

Expires 8/15/2025

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
CBPB-6SB-BK	6' Powder-Coated Steel Bench With Straight Back, Black (1 to 5 Units)	179	2	\$850.00	\$1,700.00
TEXE-32FT	E-Series 32 Gallon Clamshell Trash Receptacle With Flat Top Lid, Includes Plastic Liner, Diamond (1 to 2 Units)	69	2	\$515.00	\$1,030.00
Subtotal		496		Subtotal	\$2,730.00
<input type="checkbox"/> 0.0000% Tax					\$0.00
Freight - S&H					\$873.01
Grand Total					\$3,603.01

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

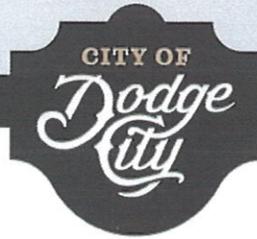
First/Last Name Daniel Cecil Cecil	Ship To City of Dodge City - Parks
Company City of Dodge City	Address 1 100 Chaffin Rd
Address 1 P.O. Box 880	Address 2
Address 2	City Dodge City
City Dodge City	State KS
State KS	Zip Code 67801
Zip Code 67801	Country USA
Country USA	Phone 6204609010
Phone 6204609010	Contact Daniel Cecil
Fax Dodge City Park Maintenance	Email danielc@dodgecity.org
Email danielc@dodgecity.org	

Additional Delivery Services

- Phone Call 24 Hours Prior to Delivery
 - Delivery to Residential or Non-Commercial Truck Route Addresses
 - Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)
- Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.**
- Does Not apply to UPS shipments**

Special Instructions

Intended Payment Method



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: July 17, 2025
Subject: Approve Repairs to Well No. 10
Agenda Item: New Business

Purpose: Approval of a quote for repair and rehabilitation of Well No. 10.

Recommendation: Approve the quote from Layne Christensen Company, Wichita, Kansas, in the amount of **\$90,228.00** for Well No. 10 repairs and rehabilitation.

Background: Earlier this year, Well No. 10 was taken out of service due to pumping issues. Upon removal of the pump and column pipe, a camera inspection of the well casing indicated the need for rehabilitation. The proposed work includes well rehabilitation, cleaning and scrubbing the well, and installation of new equipment. Well No. 10 is one of three wells serving the north pressure zone and is critical to meeting high demand in that area.

City Commission Options:

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

Financial Considerations: Funds are available within the Water Department's Well Rehab budget (\$150,000).

Breakdown for Well No. 10:

- Discovery Phase: \$18,066.00
- Rehab & Equipment Replacement: \$90,228.00
- **Total:** \$108,294.00

Legal Considerations:

None.

Mission/Values:

Approval supports the City's Core Values of *Working Towards Excellence* and *Ongoing Improvement*

Approved for the Agenda by: Corey Keller

A handwritten signature in black ink, appearing to be "CK", written over a horizontal line.