

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, March 31, 2025

7:00 p.m.

MEETING # 5307

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Auerelia Turrubiates, Templo La Hermosa/Assembly of God

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 17, 2025.
2. Appropriation, Ordinance No.7, April 7, 2025.
3. Cereal Malt Beverage License:
 - a. Provecho MexKan BBQ, 202 E. Frontview.
 - b. Love's Travel Stop #558, 2505 East Trail Street.
(On file in City Clerk's office)
4. Approval of Change Order #1 for the 2025 Application of Mastic Crack Sealant.
5. Approval of Hennessey Hall Agreement for Communication Matters and Grow Speech, LLC..

ORDINANCES & RESOLUTIONS

Ordinance No. 3812: An Ordinance Adopting a Historic Resources Preservation Ordinance by Reference for the City of Dodge City, Kansas; Establishing Penalties for Violations Thereof; and Repealing and Replacing all Other Ordinances and Provisions of Ordinances in Conflict Herewith. Report by Nathan Littrell, Planning and Zoning Administrator.

Resolution No. 2025-14: A Resolution Declaring the Eligibility of the City of Dodge City, Kansas to Submit an Application to the Kansas Department of Emergency Management for use of the Hazard mitigation Grant Program (HMGP) Funds for the City of Dodge City Municipal Services Building and Wells Generator Project and Authorizing the City Manager to Sign the Application. Report by Management Analyst, Roxanna Arjon.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Purchase Four (4) Patrol Vehicles for the Dodge City Police Department. Report by Director of Administration, Ryan Reid/Chief of Police, Drew Francis.
2. Approval of Depot Theater Agreement, Report by Assistant City Manager, Melissa McCoy and Director Dodge City Convention and Visitors Bureau, Megan Welsh.
3. Approval of Bid for Morning Pride Bunker Gear for Dodge City Fire Department. Report by Fire Chief, Bradley Hines.
4. Approval of the Purchase Agreements for the Temporary Construction and Permanent Easements for the Gunsmoke/Comanche Street Trail Extension. Report by Director of Engineering, Ray Slattery.
5. Approval of Change Order #1 for 2025 Street Reconstruction-Concrete Project for the Extension of Soule Street. Report by Director of Engineering, Ray Slattery.
6. Approval of the Updated Biogas Optimization Services Agreement with Kinect Energy DriveGreen and 45Z Credit Service Agreement with Stratex Ventures. Report by City Engineer, Tanner Rutschman.
7. Approve Change Orders #22, 23, 24, & 24A for the Expansion of the South Wastewater Treatment Plant. Report by Director of Engineering, Ray Slattery.
8. Approval of Bid for Two Grasshopper Mowers for the Maple Grove Cemetery. Report by Parks and Recreation Director, Daniel Cecil.
9. Approval of Quote for Site Amenities for Legends Ballpark. Report by Parks and Recreation Director, Daniel Cecil.
10. Approval of the Proposal for Cavalier Infield Returf Project. Report by Parks and Recreation Director, Daniel Cecil.
11. Approval of Professional Services Agreement for Municipal Judge Services. Report by City Attorney, Paige Gilmore.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Discussion of the Acquisition of Real Property

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers
806 N. 2nd Avenue, Dodge City, KS
Monday, March 3, 2025
6:00 p.m.

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL OR ORDER Vice Mayor, Daniel Pogue called the meeting to order.

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

WORK SESSION

1. Public Works Update Presentations

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

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, March 17, 2025

7:00 p.m.

MEETING # 5306

CALL TO ORDER

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

INVOCATION BY Ada Bogart, Chaplain of Fort Dodge Chapel

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA Mayor Jeff Reinert moved to amend the consent calendar removing the approval of the Hennessey Hall lease agreement with Grow Speech LLC. Commissioner Rick Sowers made a motion to accept the consent calendar with the changes. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

PETITIONS & PROCLAMATIONS

Mayor Jeff Reinert read the Global Cuisines & Cultures Week Proclamation and proclaimed March 16th thru March 22nd, 2025 as Global Cuisines and Cultures week in Dodge City, Kansas. Roxanna Arjon, Management Analyst for the City of Dodge City spoke. Global Cuisines & Cultures Week is a statewide and weeklong initiative created by Global Resources team with the Kansas Department of Commerce. She spoke about the Bingo event going on during the week with some of the city's businesses and encouraged all to participate in the celebration.

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).

Ryan Deutsh, General Manager of Boot Hill Casino and Resort recognized four extraordinary individuals whose swift and selfless actions made a critical difference in the survival of a patron who experienced a major medical emergency. They were presented with plaques as a token of immense gratitude for their courage and the difference they made in saving someone's life.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 3, 2025.
2. Appropriation, Ordinance No. 6, March 17, 2025.

3. Cereal Malt Beverage License:
 - a. Quick Pick, 2501 Central Avenue
 - b. El Korita Restaurant, 2001 W. Wyatt Earp Blvd.
 - c. Kwik Shop Store, 1500 W. Wyatt Earp Blvd.
 - d. Kwik Shop Store, 1809 Central Avenue.

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

Commissioner Daniel Pogue made a motion to accept the consent calendar with the removal of the Agreement with Grow Speech LLC. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2025-09: A Resolution amending appendix A of the City of Dodge City Municipal Code and revising fees and charges for Maple Grove Cemetery was approved on a motion by Commissioner Rick Sowers. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

Resolution No. 2025-10: A Resolution establishing fees and rates for Water Utility Services for the City of Dodge City. was approved on a motion by Commissioner Daniel Pogue Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

Resolution No. 2025-11: A Resolution establishing fees and rates for Sanitary Sewer Service for the City of Dodge City was approved on a motion by Commissioner Daniel Pogue Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

Resolution No. 2025-12: A Resolution establishing fees and rates for Solid Waste Collection Service in the City of Dodge City was approved on a motion by Commissioner Daniel Pogue Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

Resolution No. 2025-13: A Resolution establishing fees and rates for Storm Water Utility Service for the City of Dodge City was approved on a motion by Commissioner Daniel Pogue Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve to replat property (M2R Addition) on Wyatt Earp Boulevard between Eleventh Avenue and Twelve Avenue to zone C-2 Commercial Highway. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

2. Commissioner Rick Sowers moved to approve to replat property (BHC Resort Subdivision, Unit 2 at 4000 W. Comanche to zone C-2 Commercial Highway pending staff approval of utility easements. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

3. Commissioner Daniel Pogue moved to approve of bid from Key Equipment for \$22,000 and \$6,043.78 from Prairie Tractor for Green Climber Slope Mowers and Attachments for City Parks Department. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 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 4 – 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: March 31, 2025
Subject: Change Order #1, 2025 Application of Mastic Crack Sealant, ST 2503
Agenda Item: Consent Calendar

Purpose: The purpose of this change order is to update the current contract with Sweeney's Pavement Maintenance, LLC to the new contract quantities.

Recommendation: Approve Change Order #1 for 2025 Application of Mastic Crack Sealant for an increase in the amount of \$1,022.14 for CO #1.

Background: At the February 3, 2025, Commission Meeting, the Commission awarded the Application of Mastic Crack Sealant project to Sweeney's Pavement Maintenance, LLC. Application of sealant to the large cracks is a cost-effective preventative maintenance technique that protects the road sub-grade from intrusion of water. Protecting the sub-grade of our roadways helps extend the service life of the pavement.

Change Order #1 represents an additional 867 pounds of Mastic Crack Sealant. This extra quantity represents the difference between the contract quantity and the quantity needed to purchase an additional full pallet of material.

City Commission Options:

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

Financial Considerations:

Amount: Increase of \$1,022.14

New Contract Amount: \$151,022.14

Funds: Special Streets Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this change order from Sweeney's Pavement Maintenance, LLC the contract dollar amount will be amended.

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

Attachments: Change Order #1

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Application of Mastic Crack Sealant

PROJECT NUMBER: ST 2503

CONTRACTOR: Sweeney's Pavement Maintenance

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Application of Mastic	LBS	127,233	128,100	867.0	\$1.18		\$ 1,022.14
NET INCREASE							\$ 1,022.14

RECOMMENDED FOR APPROVAL:

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

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Sweeney's Pavement Maintenance

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: City of Dodge City Commission

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

Date: March 31, 2025

Subject: Approval of Lease agreement with Grow Speech Inc, LLC

Agenda Item: Consent Calendar

Recommendation: Approve lease agreement with Grow Speech Inc. LLC. and Communication Matters, LLC for rental space at Hennessey Hall.

Background: Grow Speech Inc. LLC and Communication Matters, LLC provides speech therapy services and has been a Hennessey Hall tenant since 2024 and are in good standing. They share space with United States Citizenship and Immigration Services (USCIS) on the 1st floor of Hennessey Hall. They do not utilize the space when USCIS is offering Mobile Services at Hennessey Hall.

The change from the previous agreement is to include Communication Matters, LLC with Grow Speech, LLC in the agreement. Both entities will have joint responsibilities for the rental space. This is also a lease renewal from their current lease which ended on December 31, 2024.

City Commission Options:

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

Financial Considerations: The annual lease is \$4,086 payable in \$340.50 monthly installments. This rate was based on 681 square feet at the \$6 per square foot annual rate. They will be charged a \$6 rate instead of the \$8 rate because they share the space with USCIS.

Legal Considerations: The agreement is the standard form used with all Hennessey tenants. The term of this agreement is for a period of one year. The lease agreement was developed and approved by the City Attorney.

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

Attachments:

Hennessey Hall Lease Agreement

Approved for the Agenda by:

Melissa R. McCoy, Assistant City Manager

January 1, 2025

HENNESSEY HALL LEASE AGREEMENT

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

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

1. **JOINT AND SEVERAL RESPONSIBILITY:** Both Communication Matters and Grow Speech hereby agree that they are jointly and severally liable for all obligations under this Lease Agreement as if each were the only tenant occupying the Leased Premises. This includes, but is not limited to, the payment of rent, maintenance of the premises, and compliance with all conditions set forth herein. In the event of non-payment by one tenant, the other tenant shall be fully liable for the entire rent amount due. Any breach by one tenant shall be considered a breach by both tenants and both shall be held accountable for any resulting damages or liabilities. Both Communication Matters and Grow Speech agree to indemnify and hold harmless LANDLORD from any claims, damages, or liabilities arising from the use of the premises by either Communication Matters or Grow Speech. This indemnification is joint and several, ensuring that LANDLORD may seek full recovery from either or both tenants. In the event of a dispute between Communication Matters and Grow Speech regarding their respective obligations under this Lease Agreement, such dispute shall not affect LANDLORD’s rights to enforce the terms of this Lease agreement against either or both tenants. Any notice required or permitted under this Lease Agreement shall be deemed sufficiently given if delivered in writing to both Communication Matters and Grow Speech at their respective addresses as listed within this Lease Agreement.
2. **LEASED PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary’s of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit “A” are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately 681 square feet. The outlined

January 1, 2025

portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the “leased premises.”

3. **TERM:** The term of this lease shall be for a period of one (1) year commencing January 1, 2025, and terminating December 31st 2025, subject, however, to earlier termination as set forth herein.
4. **LEASE RENTAL:** During this lease, the TENANT shall pay the LANDLORD annual rental in the amount of four thousand eight six dollars (\$4,086) per year, representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of \$340.50, commencing on the first day of July 2024, and continuing monthly thereafter for the duration of this lease, said monthly rental being hereinafter referred to as the “base rent.”
5. **ADDITIONAL RENT.** It is agreed by the parties, that in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT’S proportionate share of any increase in the LANDLORD’S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

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

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant bases on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately 681 square feet, and the total usable space for the entire building is 38,000 square feet,

and that the TENANT'S proportionate percentage of the total building space is 1.8%.

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.8%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 681 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on July 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2024.

6. **REPAIR AND MAINTENANCE:** Throughout the term of this lease the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

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

7. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.

8. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
10. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.
Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonable withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.
11. **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date. In the event of such

termination by the LANDLORD, the LANDLORD will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of the lease as set forth herein. In the event of a termination of this lease by the LANDLORD, by reason of the sale of the leased building facility to a third party as provided above, the LANDLORD will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

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

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

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the

LANDLORD by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expensed by the LANDLORD in defending against any such claims or causes of action.

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

January 1, 2025

LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

16. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
17. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. Communication Matters hereby designates its address as 10405 132 Rd. Spearville, KS 67876. Grow Speech hereby designates its address as 101 Crescent St, Kingsdown KS 67842.
19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

Signature Page to follow.

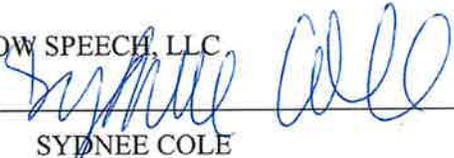
January 1, 2025

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

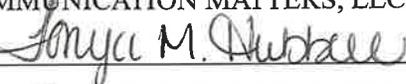
CITY OF DODGE CITY, A MUNICIPAL CORPORATION

By: _____
JEFFERY J. REINERT, MAYOR

GROW SPEECH, LLC

By:  _____
SYDNEE COLE
EXECUTIVE DIRECTOR

COMMUNICATION MATTERS, LLC

By:  _____
Tonya M. Hubbel, MA, CCC-SLP
PRESIDENT

ATTEST: City Clerk Connie Marquez



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Nathan Littrell, Planning & Zoning Administrator

Date: March 31, 2025

Subject: Ord. No. 3812

Agenda Item: Ordinances and Resolutions

Purpose: City staff are proposing to revise the Dodge City Historic Resources Preservation Ordinance to add regulations for the Downtown Historic District as well as increase the enforceability of the Ordinance.

Recommendation: City Staff and the Historic Landmark Commission recommend approval of Ordinance Number 3812.

Background: The Downtown Historic District was listed on the State register in May 2009 and the National Register in November 2009. The City of Dodge City has had a Historic Landmark Commission and procedures for nominating and preserving structures, places and districts since 1967. There have been multiple ordinances and revisions to the ordinances in the decades since. The current Historic Resources Preservation Ordinance was adopted in 2015. City administration and staff as well as SHPO have reviewed the current Historic Resources Preservation Ordinance and have determined that it still meets National, State and Local requirements, but propose to make some additions. Those additions are:

- Definitions. Definitions for “Owner,” “Public Right of Way,” “Public Structure” and “Sign” were added.
- Section 8: Downtown Historic District Regulations
 - Window Signage
 - Windows and Doors
 - Exterior Colors
 - Mechanical, Electrical, Plumbing and Telecommunications
 - Public Right of Way and Public Structures
 - Minimum Maintenance Standards
- Penalties Section was revised to better align with Municipal Code.
- Added map of Downtown Historic District

These proposed regulations are intended to address some current issues in the Downtown Historic District that are not covered by existing standards and regulations.

This ordinance was originally presented at the July 15, 2024 City Commission meeting. The City Commission voted 4-0 to table the ordinance, requesting City staff to engage with and gain feedback from business and property owners in the Downtown Historic District. In two separate sessions on August 14, 2024, City staff

gave presentations of the proposed changes to the Downtown Historic District Regulations and received feedback from business and property owners. The feedback was evaluated and implemented changes to the proposed regulations. Changes made to the proposed regulations based on the feedback received are:

- Blinds or curtains may be permitted on 1st floor windows and doors with City staff approval.
- Glass tint and UV film permissible for windows and doors with at least 35% light transmission.
- Security bars permitted on windows and doors facing alley ways with City staff approval.

City Commission Options:

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

Financial Considerations: None for the City. However, property owners will have costs associated with remaining in compliance and those that alter, develop or demolish the property without a certificate of appropriateness and prior approval will be subject to fines.

Legal Considerations: The City Attorney and City Prosecutor have reviewed this ordinance. Their revisions have been implemented. Adopting this ordinance will update the City Code.

Mission/Values: Approving this Historic Preservation Ordinance meets with the City's Core Values of Ongoing Improvement and Working Towards Excellence. It also supports the Mission Statement by Preserving our Heritage to Foster a Better Future.

Attachments:

- Ordinance #3812, Adopting Dodge City Historic Resources Preservation Ordinance
- Text of 2025 Historic Preservation Ordinance

Approved for the Agenda by:



Josh Adams, Development Services Director

ORDINANCE NO. 3812

**AN ORDINANCE ADOPTING A HISTORIC RESOURCES PRESERVATION
ORDINANCE BY REFERENCE FOR THE CITY OF DODGE CITY, KANSAS;
ESTABLISHING PENALTIES FOR VIOLATIONS THEREOF; AND REPEALING AND
REPLACING ALL OTHER ORDINANCES AND PROVISIONS OF ORDINANCES IN
CONFLICT HERewith.**

WHEREAS, Historic preservation is fundamental to tourism and economic development in the City of Dodge City; and

WHEREAS, the City of Dodge City has had an Historic Landmark Commission and procedures for nominating and preserving structures, places, and districts to local, state, and national historic registers since 1967; and

WHEREAS, state and federal guidelines have evolved since the original 1967 ordinance;

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

SECTION 1: ADOPTION AND INCORPORATION OF HISTORIC RESOURCES PRESERVATION ORDINANCE.

There is hereby adopted and incorporated by reference for the purpose of identifying, preserving, and regulating changes to historic structures, places, and districts within the City of Dodge City, and providing for the administration and enforcement thereof a Historic Resources Preservation Ordinance developed and published by the Dodge City Development Services Department. Such Historic Resources Preservation Ordinance is hereby made as part of the code of the City as if the same had been set in full herein, all as authorized and in the manner proscribed by K.S.A. 12-3009 through 12-3012, and K.S.A. 12-3301 through 12-3302, including any amendments thereto. No fewer than three copies of said Historic Resources Preservation Ordinance shall be filed with the City Clerk to be open for inspection and available to the public at all reasonable hours of City Business.

The Historic Resources Preservation Ordinance shall be incorporated into Chapter Sixteen of the Code of the City of Dodge City as Article 6 and shall be numbered accordingly.

SECTION 2: STATUTORY AUTHORITY.

The Historic Resources Preservation Ordinance is established by the Home Rule authority of the City as granted by the Kansas State Constitution

SECTION 3: PENALITIES.

Adoption of this Historic Preservation Ordinance hereby establishes and updates Section Five (5) of the previously existing Historic Preservation Ordinance, outlining the Administration and Enforcement procedures for the Ordinance.

In addition, adoption of this Historic Preservation Ordinance establishes Section 7.14 which states "Altering, developing, or demolishing without a Certificate of Appropriateness (COA) or acting without or contrary to a decision of the Landmark Commission under this Section 7 shall be a misdemeanor, each day or portion thereof constituting a separate offense. Each offense may be

punishable by a term of jail confinement not to exceed thirty (30) days and/or a fine not exceeding Five Hundred Dollars (\$500.00).”

Furthermore, adoption of this Historic Preservation Ordinance establishes Section 8.10 which states, “Any person violating the provisions of Section Eight (8) of this ordinance shall be guilty of a misdemeanor, each day or portion thereof constituting a separate offense. Each offense may be punishable by a term of jail confinement not to exceed thirty (30) days and/or a fine not exceeding Five Hundred Dollars (\$500.00).”

SECTION 4: REPEAL.

Adoption of this Historic Resources Preservation Ordinance hereby repeals the City of Dodge City Ordinance NO. 3598 and repeals all other ordinances of provisions of ordinances in conflict herewith to the extent of conflict only.

SECTION 5: ACCRUED RIGHTS AND LIABILITIES SAVED.

The repeal of previously existing ordinance, and provisions of ordinances provided by Section 4 above shall not affect any rights accrued, nor fines penalties, forfeitures, or liabilities incurred thereunder, nor actions involving any of the provisions of said ordinances. Said repealed ordinances and provisions of ordinances are hereby continued in force and effect, for the purpose of such rights, fines, penalties, forfeitures, liabilities or actions thereof.

SECTION 6: SEVERABILITY.

If any section, provision, sentence, clause, or phrase of this Historic Resources Preservation Ordinance, or if its application in a specific instance is found to be invalid, the remainder of such ordinance and its application shall remain in full force and effect.

SECTION 7: EFFECTIVE DATE.

This Historic Resources 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 THIRTY-FIRST DAY OF MARCH, 2025.

JEFFERY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

DODGE CITY HISTORIC RESOURCES PRESERVATION ORDINANCE

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Section 1: Purpose & Applicability

- 1.01 **Purpose** - The purpose of this ordinance is to establish an historic preservation commission called the Dodge City Historic Landmark Commission, hereafter referred to as the “Landmark Commission”, to preserve and promote the preservation of prehistoric and historic sites, structures, objects, buildings (collectively “Properties”) and historic districts in the City. This ordinance is intended to enhance and promote Dodge City’s contribution to the history and architecture of the State of Kansas, as well as to this Nation.
- 1.02 **Applicability** - This ordinance shall apply to all historically and architecturally significant sites, structures, objects, buildings, and historic districts located within the Dodge City limits, which have been determined to be significant through nomination and placement on Dodge City Landmarks list, state, or national registers of historic properties (“Historic Property” or “Historic Properties”). This ordinance shall apply to new construction, demolition, exterior alteration, or enlargements to designated properties.

Section 2: Definitions

- 2.01 For the purpose of this ordinance, certain terms and words are hereby defined. Words used in the present tense include the future; words in the singular include the plural. The word “shall” is mandatory while “should” and “may” are permissive. Any words not defined herein shall carry and convey the meaning ascribed by a common English language dictionary.
- a) **Alteration:** Any change or rearrangement to the structural parts of an existing building, structure, or property. Any enlargement, whether by height or dimension, shall be considered an alteration.
 - b) **Applicant:** The owner or duly designated representative of a building, structure, or property seeking nomination of such to the Dodge City Landmark list or seeking approval of plans under the COA process.
 - c) **Building:** A structure, including but not limited to a house, barn, church, hotel, courthouse, city hall, social hall, commercial building, library, factory, mill, train depot, theater, school, store, warehouse, or other building created to shelter human activity. The term may also refer

to a small group of buildings consisting of a primary and one or more accessory structures in a historically, functionally related manner such as a mansion and a carriage house, a church and rectory, or a farmhouse and agricultural structures.

- d) **Certificate of Appropriateness or “COA”:** A certificate issued by the City approving plans for alteration, construction, demolition, or other matters relating to various historic properties.
- e) **COA-Major:** A Certificate of Appropriateness which may only be granted by the Landmark Commission or, on appeal, by the City Commission.
- f) **COA-Minor:** A Certificate of Appropriateness which may be granted by certain designated City staff for non-exterior repairs or for non-registered properties which have no adverse impact on historic properties.
- g) **Contributing/Key Contributing:** A building, site, structure, or object adding to the historical significance of a property. This term can pertain to a single property but most commonly is used in cases of historic districts.
- h) **Design Guideline:** Guidelines developed by the Landmark Commission, and approved by the City Commission, for use by the Landmark Commission and Department staff for reviewing project under the COA process in addition to the Sec. of the Interior’s Standards for Rehabilitation.
- i) **Development Permit:** A permit issued by the Dodge City Development Services Department authorizing construction or other land development activity, including but not limited to building, curb cut, electrical, excavating, zoning, certificate of occupancy, business license, and sign permits.
- j) **Director:** The director of the Dodge City Development Services Department or his/her authorized representative.
- k) **District:** An area that possesses a significant concentration, relationship among, or continuity of sites, buildings, structures, or objects united historically or architecturally by plan or physical development. Districts include college campuses, downtown areas, residential areas, industrial complexes, civic centers, government reservations, planned street systems, and parks. The term may also be applied to individual associated or functionally related sites, buildings, structures, or objects that are geographically separated. In such cases, visual continuity should not be necessary to convey the historic relationship of a goal of related resources.
- l) **Dodge City Landmark List:** A district, site, structure or object designated as a landmark by ordinance of the City, deemed worthy of preservation because of its historic, archaeological and/or architectural significance to the City, state or nation.
- m) **Exterior Architecture/Feature:** The character and composition of the exterior of the structure or building, including but not limited to the kind, color, and texture of the building material, and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant elements, and the elements and components of the outer surface of a structure including windows, doors, light fixtures, signs, fences, hitching posts, decorations, chimneys, false fronts, parapets, flag poles, landscaping, retaining walls, and related materials.

- n) **Historic District:** An area designated as an historic district and which may contain within definable geographic boundaries one or more significant sites, structure features, or objects and which may have such other structures which contribute to the overall visual characteristics of the significant structures or objects located within the designated area, and are relatively free from non-contributing structures which detract from the historic properties.
- o) **Historic Property:** Historic properties that are over fifty years old that may have significance to the history of Dodge City, but have not been designated as landmarks.
- p) **Historic Preservation:** The study, identification, protection, restoration, and rehabilitation of buildings, sites, structures, objects, districts, and areas significant to the history, architecture, archaeology, or culture of the city, state or nation. Preservation may include work to halt the process of decay, normal maintenance work, and other measures to retain and sustain the nature, form, material, and integrity of historically or architecturally important properties, structures, buildings, objects, or historical districts.
- q) **National Register:** The current National Register of Historic Places established by the National Preservation Act, as may be amended.
- r) **Non-contributing:** A building, site, structure, or object that does not add to the historic significance of a property.
- s) **Normal maintenance/repair:** Any work designated to correct damage or deterioration to the condition that existed prior thereto. "Normal maintenance" includes all work performed by a property owner which does not require a development permit as prescribed by the City's development regulations.
- t) **Public Structure:** Any building, facility, or physical construction that is owned, operated, maintained, or otherwise controlled by a government entity or public body.
- u) **Public Right-of-Way:** an area of land owned, maintained, or controlled by a government entity, used for public purposes including but not limited to transportation, public use, or utilities.
- v) **Secretary of Interior's Standards for Rehabilitation:** A set of 10 standards and their accompanying guidelines as issued by the Secretary of the Interior which the Landmark Commission and Department staff shall use for reviewing projects under the COA process.
- w) **Sign:** Any object, device, display, or structure, or any part thereof, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, service, event, organization, business, product, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, or projected images.
- x) **Site:** The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself possesses historic, cultural or archeological value.
- y) **State Historic Preservation Office or "SHPO":** The office, under direction of the State Historic Preservation Officer as designated by law and by the Governor of the State of Kansas to administer the State Historic Preservation Program.

- z) **State Register:** The current Register of Historic Kansas Places as prepared, approved, and amended by the State Historic Sites Board of Review and authorized by K.S.A. 752701, et seq., as may be amended.
- aa) **Structure:** A functional construction made for purposes other than creating shelter, such as a bridge.
- bb) **Variance:** A variation from a specific requirement of the adopted design standards, as applied to a specific structure or property.

Section 3: Dodge City Landmark Commission

- 3.01 **Creation** - The Landmark Commission is hereby created to inventory, promote, list, record, protect, preserve, and enhance places, areas, features, or sites within the City that have special architectural, archeological, cultural, or historical significance. The Landmark Commission shall advise the City Commission and cooperate with other historic agencies and organizations concerning preservation of the City's historic and cultural heritage.
- 3.02 **Membership** - The Landmark Commission shall consist of seven (7) Dodge City residents appointed by the Mayor with concurrence of the City Commission. All members shall have interest, knowledge, or training in preservation related fields. Three (3) members shall represent preservation related professions such as architecture, law, historian, real estate, finance, museum curator, planning, and/or building trades. Appointments shall be for a term of three (3) years, except that the first Landmark Commission shall be appointed as follows: three (3) members for three-year terms, two (2) members for two-year terms and two (2) members for one-year terms. The Mayor, with City Commission concurrence, may remove any member of the board for cause. Vacancies shall be filled by appointment as above for the remainder of the unexpired term.
- 3.03 **Rules of Procedure** - The Landmark Commission shall adopt bylaws or rules of procedure for its efficient operation. Minutes of the Landmark Commission's meetings will be distributed to Landmark Commission members, the City Commission, the Kansas State Historic Preservation Office (SHPO) and others upon request.
- 3.04 **Annual Report** - The Landmark Commission shall prepare an annual report of its activities to be submitted to the City Commission and SHPO. The report shall include an account of the number and type of cases reviewed and their disposition, a listing of new designations made during the year, and a record of members' attendance at meetings and training sessions. The report shall also assess progress in preserving historically important properties, and districts, and assess the need for future changes to this ordinance and program. The report shall include a statement of goals for the ensuing year and shall be duly approved by the Landmark Commission.
- 3.05 **Authority and Responsibilities**
 - a) The geographic area of authority shall be the area within the Dodge City corporate limits.
 - b) The Landmark Commission's central purpose is the designation and the protection of Historic Properties and Historic Districts and to serve as an advisory board for the City Commission. The Landmark Commission shall review all proposed nominations for Dodge City Landmark status, state, and national registers of Historic Properties. A professional in an applicable specific relevant discipline shall evaluate all nominations, if not represented on the Landmark Commission, prior to board recommendation.

- c) The Landmark Commission may recommend to the City entering into certain agreements with the SHPO.
- d) Each commission member shall attend at least one (1) information or training meeting each year as approved by the SHPO.
- e) A survey shall be used to gather information about properties and areas that might be eligible for listing in the Landmark list (and/or the state and national register).
- f) The City shall provide for adequate public participation in all aspects of the implementation of this ordinance. All meetings shall be open to the public pursuant to K.S.A. 75-4318. The Landmark Commission shall meet at least four (4) times each year. Agenda materials provided to members shall be open to the public. Decisions shall be made in a public forum and minutes of all meetings shall be kept on file and available for public inspection.
- g) The Landmark Commission may establish other programs and services such as:
 - (i) create public information programs;
 - (ii) promote preservation activities with public and/or private funds;
 - (iii) review development plans that may affect Historic Properties;
 - (iv) cooperate with local groups or agencies to provide the widest possible promotion of historic programs and places, and
 - (v) similar activities to promote the intent of this ordinance.
- h) The Landmark Commission shall review and recommend local incentives to encourage landmarks and districts designation in Dodge City. These may be in the form of retail discounts, tax rebates, conservation easements, permit fee waivers, utility reductions, and other means to stimulate interest in historic preservation.
- i) The Landmark Commission may review and recommend policies regarding historically compatible public streetscapes, lighting, and signage in the immediate vicinity of Historic Properties and in Historic Districts. Resources available to create such improvements may include general or special tax authority as well as special assessment processes.
- j) The Landmark Commission may prepare applications for City Commission approval for any gift, grant, bequest, devise, lease, fee, development right, easement, covenant, or conveyance for the purpose of historic preservation.
- k) The Landmark Commission shall review the provisions of this ordinance periodically to recommend comprehensive or individual changes as deemed appropriate.
- l) Landmark Commission members shall serve without compensation. The City Commission shall establish budget authority to provide for historic preservation administration and promotion activities.

Section 4: Promotion and Other Functions

4.01 To further the purposes of this ordinance and to assure maximum public knowledge and involvement in the preservation of Dodge City’s history, the City may enter into agreements with other units of government, other agencies, and private corporations and the Landmark Commission may recommend them to do so. Specifically, the City may negotiate an agreement with the SHPO

whereby the state may delegate certain responsibilities to the City, including, but not limited to, the review of register nominations and development/demolition permit applications for compliance with the herein stated historical regulations and objectives.

- 4.02 **Promotion** - The Landmark Commission shall be the City's point of contact for all historic associations and organizations within the City, state, and nation and shall provide such assistance as practical to promote and develop historical, archeological, or prehistoric interest in Dodge City within the established budget for the operation of the Landmark Commission. Activities such as submitting pass-through grants on behalf of these agencies, providing assistance with tax credit and other financial incentives directed toward historic property preservation, and providing basic research materials to interested parties will be conducted by the department as directed by the Landmark Commission and as authorized by the City Commission through the various agreements. The Landmark Commission is expected to provide accurate information to news media when appropriate to further the objectives of historic property preservation.

Section 5: Administration and Enforcement

- 5.01 **Department** - The Dodge City Development Services Department (the "Department") shall be responsible for the administration of this ordinance and performing staff functions for the Landmark Commission. The Department is authorized to develop application forms and procedures consistent with this ordinance, and to enforce its provisions. The Dodge City Police Department may also enforce this ordinance when called upon by the Dodge City Development Services Department.
- 5.03 **Fees** - Fees shall be set by the City Commission. Fees shall be set for the following activities: request for a Variance from provisions of this ordinance; and application to appeal denial of a COA for the improvement or demolition as indicated in the development permit application.
- 5.04 **Enforcement** - The Director, upon discovery that a violation of this ordinance has occurred, shall issue a notice to cease to the owner and shall take all appropriate measures to prevent such unlawful act. Such notice shall explain the nature of the violation in clear terms and shall allow the owner to give satisfactory evidence that the action will be corrected within thirty (30) days or that appropriate action to comply with the provisions of this ordinance will be initiated. Failure to comply may result in citation to municipal court and may result in the City taking corrective action to abate the offense and assess the costs of such abatement to the owner. Such notice and order may be appealed; however, the alleged violating work shall cease until the matter is finally resolved. The City may pursue all other available legal remedies to correct a violation of this ordinance.
- 5.05 **Abatement Assessment of Costs** - If the City has filed proper notice and the time has elapsed for the correction by the owner, the City may take corrective action as necessary. All costs incurred by the City under the provisions of this Section shall be assessed against each lot or piece of ground chargeable therewith as a special assessment, and the City Clerk shall certify the assessment to the County Clerk for collection as other special assessments are collected.

Section 6: Landmarks Survey, Nomination, and Designation Process

- 6.01 **Historic Resources Survey** - The Landmark Commission shall annually update the historical resources inventory to identify historical properties, and historical districts that may have archeological, historical, cultural, or architectural importance to the community. As part of the survey, the Landmark Commission shall evaluate studies by other organizations and compile appropriate descriptions, facts, and photographs. All such materials shall be documented in accordance with the survey manual prepared by SHPO.

- 6.02 **Identification of Landmarks and Historic Districts** - The Landmark Commission shall keep a Dodge City Landmarks Register. Said register will contain a complete description of all historical properties, and historical districts designated as landmarks and a description of boundaries on the Map of Landmarks, on file in the office of the City Clerk and the Department.
- 6.03 **Nomination of Landmarks and Historic Districts** - The Landmark Commission shall review nominations for Landmark Historic Districts to the local, state, and national historic registers.

Section 7: Certificate of Appropriateness Required for Alteration, Development, or Demolition

- 7.01 Upon receipt of an application for any demolition, alteration or expansion of a landmark and properties within landmark historic districts, the Landmark Commission and Department shall initiate a process to determine if such permitted action is appropriate. All applications shall be reviewed, approved, or denied in accordance with the process outlined below.
- 7.02 **Department Director** - The Development Services Department Director (the “Director”) or designated representative shall review all development permit applications and other pertinent information to determine if a Landmark historic Property or historic district may be affected by a proposed development or activity. If so, the Director shall follow the procedure to either issue a Minor COA or begin a review process in accordance with the provisions of this ordinance. The Director shall forward the Landmark Commission’s recommendations to the City Commission, record and file all landmark designations, maintain the Map of Landmarks, and keep all agendas, minutes, reports, findings, determinations, and correspondence for the Landmark Commission. Applications that cannot be approved by the Director may be referred to the Landmark Commission by the applicant as a Major COA.
- 7.03 **Determination of Appropriateness** - Department staff shall prepare a COA before any alteration, development, or demolition permit may be issued for any Landmark historic property or Landmark historic district. COA shall be classified as either a Minor COA or a Major COA.
- 7.04 **Variations** - Any Historic Property owner (or authorized representative) may apply for a Variance from specific standards or guidelines for historic preservation as set and amended by the Landmark Commission and the City. Such request for Variance shall be made using the process identified in Section 8 of this ordinance.
- 7.05 **Normal Maintenance Exempt** - Normal property maintenance shall be exempt from the provisions of this ordinance, unless and/or until a development permit for is required by other City development regulations.
- 7.06 **Minor Certificates of Appropriateness** - A Minor COA shall be issued for any demolition or alteration work involving the following types of activities which can be demonstrated by the owner to have no adverse effect on a Historic Property or Historic District:
- a) Most interior improvements except those noted as a pertinent to a landmark designation.
 - b) Changes to accessory structures, landscaping features, signs, fences, public walkways, public streets, public alleys, retaining walls and utilities that do not contribute to the historic character of a Historic Property or Historic District.

Minor COA shall be authorized by the Director and reported to the Landmark Commission and the City Commission. Minor COA shall be determined within thirty (30) days from the time a complete application was submitted. If the Director cannot approve a Minor COA, it may be forwarded to the Landmark Commission, at the option of the Applicant, as a Major COA application.

7.07 **Major Certificate of Appropriateness** - A Major COA shall be subject to review and approval by the Landmark Commission and may be authorized for the following types of permits:

- a) Interior space rehabilitation where such space was an important component in approval of the landmark nomination;
- b) Any demolition, exterior alteration or expansion of a Historic Property or within an Historic District;
- c) Any proposed new construction on a Historic Property or within an Historic District;
- d) Demolition of part or all of a Historic Property or Landmark property in an Landmark historic district; and
- e) Other items not covered by a Minor COA.

7.08 The review process for a Major COA is:

- a) The Department receives application for permit which triggers the determinations warranting a Major COA and notifies the applicant that a formal review is required before a COA can be issued.
- b) The applicant submits a request for review in writing on provided forms and with all the required information.
- c) A completed request is placed on the Landmark Commission agenda or within thirty (30) days of the submittal. The Department prepares and publishes notice of time, date, place, and purpose of public hearing, such notice to be published at least twenty (20) days prior to the date of the hearing. Notice is also sent by regular mail to all affected property owners located where the project is taking place.
- d) The Landmark Commission conducts the public hearing and determines if the COA can be issued and submits its written decision, with appropriate documentation, to the applicant. If the COA can be issued, the development permit may be granted by the Department. If the requested action is determined not appropriate to protect the historic character or integrity of the property and/or Historic District, then the applicant may file an appeal, in writing, within thirty (30) days asking that the application be reconsidered by the City Commission. (See Section 9)
- e) A decision may be made immediately after the public hearing, or the Landmark Commission may recess the meeting for further deliberation. Failure to render a decision within thirty (30) days from the time a complete application was submitted shall be deemed to be approval unless an extension is agreed upon by both the applicant and the Landmark Commission.
- f) The decision of the Landmark Commission (or City Commission) is conveyed in writing to the Applicant. If the COA is issued, the Department may grant a development permit as long all other city ordinance requirements are met.

7.09 **Criteria to Determine Appropriateness** - The Landmark Commission shall prepare, and the City Commission shall adopt principles and guidelines establishing criteria for new construction, alterations, additions, moving and demolition of Historic Properties, and Properties in Historic Districts, including but not limited to the following:

- a) Design Criteria. Specific design criteria for exterior alterations of Historic Properties, or Properties in Historic Districts, shall be based on the U.S. Secretary of the Interior's Standards

for Rehabilitation as referenced in the Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings at <http://www.nps.gov/tps/standards/rehabilitation/rehab/guide.htm>.

- b) Guidelines for New Construction and Additions. New construction and additions to existing Historic Properties guidelines shall be taken into consideration above and beyond the Standards noted above.

7.10 **Signs** - The Landmark Commission shall review and approve or deny all requests for signs to be located on a Historic Property or within a Historic District in accordance with the following design guidelines in addition to the basic criteria set forth in the standards:

- a) Signs shall be relative to the scale of the site, and shall not block, obscure or distract from the Historic Property's or Historic District's significant design elements.
- b) Wherever possible, actual historic signage should be maintained and restored to original condition regarding design, materials, craftsmanship or placement.
- c) Illuminated signs shall be designed to reduce glare and shall not detract from the Historic Property's or Historic District's historic character.
- d) Freestanding signs and monument placards explaining the Historic Property's or Historic District's significance, or age shall be compatible with the Historic Property or Historic District but are otherwise encouraged.
- e) Signs requiring a Major COA are not subject to the public hearing process and will be reviewed at the next regular Landmark Commission meeting with appeal to the City Commission, if denied. Appeals must be submitted in writing within thirty (30) days of denial.

7.11 **Retention of Accessory Structures and Landscaping** - Accessory structures such as outbuildings and existing site characteristics such as trees, other significant landscaping, walls, stairs, paving materials, fencing, walkways, and other site features that reflect the Historic Property's or Historic District's significance shall be retained and protected from demolition or alteration.

- a) Landscaping shall be appropriate to the scale, era, and features of the Historic Property or Historic District.
- b) Accessory structures shall be appropriate to and compatible with the architectural features of the primary structure. Non-contributory structures shall not distract from the Historic Property or Historic District.
- c) Design criteria are more stringently applied to projects/properties of greater significance.
- d) Accessory structures and landscaping features requiring a Major COA are not subject to the public hearing process and will be reviewed at the next regular Landmark Commission meeting with appeal to the City Commission if denied. Appeals must be submitted in writing within thirty (30) days of date of denial.

7.12 Normal property maintenance shall be exempt from the provisions of this ordinance unless or until a development permit for work is required by other City development regulations.

7.13 Demolition applications for a Historic Property or a Property in a Landmark Historic District, which includes non-contributing properties, shall be denied for a period not to exceed one hundred eighty (180) days if a proposed public or private re-use of the property is unknown. The maximum period of delay may be reduced whenever the Landmark Commission determines the owner will suffer

extreme hardship or will be deprived of all beneficial use of the property by virtue of the delay. In either instance, the Landmark Commission shall use the delay to negotiate with the owner and interested parties to find a means to preserve the Historic Property or the Property in the Historic District. If the proposed re-use of the property is known, the use will be examined for relationship and compatibility with the Historic Property or Historic District before demolition may proceed. This provision also applies to Properties nominated for landmarks or historic district designation. Once redevelopment plans are known, the Landmark Commission may determine appropriateness pursuant to Section 7 of this ordinance.

- 7.14 **Penalties.** Altering, developing, or demolishing without a COA or acting without or contrary to a decision of the Landmark Commission under this Section 7 shall be a misdemeanor, each day or portion thereof constituting a separate offense. Each offense may be punishable by a term of jail confinement not to exceed thirty (30) days and/or a fine not exceeding Five Hundred Dollars (\$500.00).

Section 8: Downtown Historic District Regulations

8.01 **Downtown Historic District.** The Downtown Historic District is roughly bounded by Front Street on the south, Third (3rd) Avenue on the west, Vine Street on the north, and Central Avenue on the east. The provisions of this Section 8 shall apply to all property within the Downtown Historic District and may be enforced against the owners or tenants of property within said district. The boundaries of the Downtown Historic District are shown in the image incorporated to this Section.



- 8.02 **Design Criteria.** Specific design criteria for exterior alterations of Historic Properties, or Properties in Historic Districts, shall be based on the U.S. Secretary of the Interior’s Standards for Rehabilitation as referenced in the Secretary of the Interior’s Guidelines for Rehabilitating Historic Buildings at <http://www.nps.gov/tps/standards/rehabilitation/rehab/guide.htm>.
- 8.03 In addition to the U.S. Secretary of the Interior’s Standards, the Landmark Commission has adopted additional regulations for the Downtown Historic District and are as follows:
- 8.04 **Window Signage.** Window Signage shall be subject to the following definitions and requirements:
- a) **Window Signs.** “Window signs” means any sign that is attached to, placed upon, or painted on the interior or exterior of a window or within a certain distance from a window, and is visible from the exterior of the building. This can include, but is not limited to, posters, decals, banners, paint, vinyl, or other signage intended to be viewed from outside the premises.
 - b) **Coverage.** Window signs shall not cover more than thirty percent (30%) of the window area.
 - c) **Opacity.** No person or entity shall place window signs constructed of opaque materials that obscure views into and out of windows, either partially or completely.
 - d) **Lighting.** No person or entity shall install, display, or operate any lighting device that emits flashing or steady light output from any window or door in any building or structure located within the boundaries of the Downtown Historic District.
 - (i) **Flashing Light** shall mean any light that intermittently turns on and off, or changes intensity or color, in a manner that creates a flashing effect.
 - (ii) **Steady light output** shall mean any continuous light emission that is projected from a window or door, regardless of changes in color or intensity, that remains on for an extended period.
 - (iii) The use of lighting devices that produce flashing effects, including but not limited to strobe lights, LED displays with intermittent illumination, and other similar devices, is strictly prohibited.
 - (iv) The use of lighting devices that produce a continuous, steady light output visible from the exterior of the building, including but not limited to neon signs, LED strips, and other similar devices, is strictly prohibited.
 - (v) **Exemptions.**
 - (A) **Holiday Displays.** Temporary holiday lighting displays that do not exceed a period of thirty (30) days and are in keeping with the character of the historic district are exempt from this provision.
 - (B) **Emergency Lighting.** Lighting necessary for public safety or emergency purposes, including exit signs and security lighting, is exempt from this provision.
 - (C) **Approved Lighting Plans.** Lighting that has been explicitly approved as part of a lighting plan by the Dodge City Development Services Department may be exempt from this provision if deemed consistent with the historical character of the district.

- e) Removal. Non-compliant window signage must be removed within sixty (60) days of ordinance adoption.

8.05 **Windows and Doors.** Windows and doors shall be subject to the following definitions and requirements:

- a) Historical Integrity of Windows and Doors. Windows and doors must be maintained in a manner that preserves their historical integrity. Original windows and doors should remain in place and in good restoration whenever possible. Owners or tenants seeking to repair or replace windows and doors must obtain a COA prior to proceeding with repair and replacement.
- b) Obstruction. Windows on first floor levels shall be free of obstruction. Curtains, blinds, merchandise, or other material shall not obstruct view in or out of windows. Curtains and blinds may be appropriate for second floor and above levels, but placement of curtains and blinds should be done in consultation with the Dodge City Development Services Department. Certain circumstances may call for blinds or curtains to be placed on first floor levels but must have prior approval from the Dodge City Development Services Department prior to installation. Owners and tenants should be aware that curtains or blinds placed without prior approval may be subject to citation pursuant to this ordinance.
- c) Lighting. Window and door lighting in the downtown historic district shall be subject to the provisions of section 8.4(d) herein.
- d) Glass tint and UV film may be applied to windows and doors so long as it allows at least 35% light transmission.
- e) Security bars, mesh, etc., are prohibited on all exterior doors and windows, except on those windows and doors facing alley ways with approval of the Dodge City Development Services Department.
- f) Removal. All non-compliant signage, decoration, obstruction, lighting, or security apparatus must be removed within 60 days of ordinance adoption.

8.06 **Exterior Colors**

- a) Exterior colors for properties located within the Downtown Historic District, including but not limited to paint, signage, awnings, window coverings, etc., shall be appropriate for the district. A COA is required for all exterior paint.
- b) Bright colors and other colors that would not have been found in the District's period of significance (typically 1910s-1930s) are not appropriate for exterior colors in the Downtown Historic District.
- c) Exterior colors violating this section must be painted with compliant colors within six (6) months of adoption of this ordinance.

8.07 **Mechanical, Electrical, Plumbing and Telecommunications**

- a) Prohibition on exterior air conditioning units, ventilation/exhaust termination. No air conditioning units or ventilation/exhaust termination may be installed in windows or attached to the exterior wall of the building. All non-compliant air conditioning units or ventilation/exhaust termination must be removed within six (6) months of ordinance adoption.

- b) Electrical and plumbing lines and conduit should not be placed on exterior walls with street frontage, whenever possible. Owners seeking continued use of electrical and plumbing lines and conduits placed on exterior walls must obtain a COA and must begin the process of obtaining a COA within thirty (30) days of ordinance adoption.
- c) Satellite dishes and other telecommunications equipment shall not be attached to awnings or exterior walls with street frontage. Non-compliant equipment must be removed within sixty (60) days of ordinance adoption.
- d) Cables and lines shall not be placed on exterior walls with street frontage whenever possible. Cables and lines must be removed when no longer in use. Cables and lines not in use must be removed within sixty (60) days of ordinance adoption. Owners seeking to continue use of cables and lines must obtain a COA and must begin the process of obtaining a COA within thirty (30) days of ordinance adoption.

8.08 Public Right of Way and Public Structures

- a) No signage, equipment or other objects may be placed on or attached to Public Structures or Public Rights-of-Way within the Historic Downtown District, including City owned and maintained awnings without a COA.
- b) Authority to Remove. The City shall have the authority to remove any signage, equipment, or other object attached to a Public Structure or placed within a Public Right-of-Way, including upon city-owned awnings without prior notice to the owner of the building, the tenant occupying the building, or any other person or entity. This provision shall exempt the City from the notice requirements of Section 5, above.
- c) Liability. The City shall not be held liable for any damage that occurs to any signage, equipment, or other object during the removal process. By placing or attaching items within a Public Right-of-Way or to a Public Structure, the person or entity placing said item assumes all risk of loss or damage.
- d) Disposal of Removed Items. Items removed by the City under this section will not be stored or returned to the owner or tenant. All removed items shall be immediately disposed of in a manner determined by the City.

8.09 Minimum Maintenance Standards

- a) Properties must be maintained in accordance with the provisions of the adopted International Property Maintenance Code.
- b) Exterior areas. Exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.
- c) Exterior structure. The exterior of the structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
- d) Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Siding and masonry joints, as

well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight.

- e) Structural members. Structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.
- f) Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
- g) Window, skylight, and door frames. Every window, skylight, door, and frame shall be kept in sound condition, good repair, and weather tight.
- h) Glazing. Glazing materials shall be maintained free from cracks and holes.
- i) Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.
- j) Infestation. Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

8.10 **Penalties** - Any person violating the provisions of Section Eight (8) of this ordinance shall be guilty of a misdemeanor, each day or portion thereof constituting a separate offense. Each offense may be punishable by a term of jail confinement not to exceed thirty (30) days and/or a fine not exceeding Five Hundred Dollars (\$500.00).

Section 9: Landmark Designation Process

9.01 Except where otherwise specifically herein, the following process shall be used whenever Historic Properties or Historic Districts are nominated for the Dodge City Landmark designation.

9.02 **Landmark Nominations** - Landmark nominations shall be processed as follows:

- a) The Development Department will provide the necessary forms for the landmark nomination. Then, the Landmark Commission or Department generates or receives a nomination and determines the appropriateness of the nomination based on age and character of the property or district being nominated. All applications shall be submitted to the Development Department.
- b) Nominations for landmark or Landmark historic district designations shall be made by application submitted by the owner of a nominated landmark or by written consent signed and acknowledged by seventy-five percent (75%) of the owners within the boundaries of a defined proposed Landmark historic district. Each owner or owners of any legal parcel of record shall have one voice in the district per parcel, regardless of parcel size to determine this threshold.
- c) The Department shall provide notice of the date, time, place, and purpose of the public hearing at least twenty (20) days prior to the date set and shall notify all affected property owners.
- d) The Landmark Commission shall conduct the hearing and make a recommendation to the City Commission. The meeting may be recessed for further deliberation. A recommendation shall be made within sixty (60) days from the time a complete application is received.

- e) Within thirty (30) days after close of the public hearing, the Landmark Commission shall submit its recommendation to the City Commission that the nominated property does or does not meet the criteria for placement on the Dodge City Landmarks list.
- f) The City Commission shall consider the nomination and recommendation at the next available regular commission meeting. The City Commission shall approve acceptable nominations by ordinance. Denials may be by simple motion and recorded vote. The City Commission may:
 - (i) Accept or reverse the Landmark Commission recommendation.
 - (ii) Amend by reduction of a proposed historic district area or other types of nominated properties.
 - (iii) Refer the matter back to the Landmark Commission for further study.
- g) If approved, proper notifications shall be made and the property or historic district is declared a Landmark Historic Property or Landmark Historic District.
- h) If denied, the reasons shall be presented to the applicant, in writing. If applicable the applicant may resubmit in a future nomination of the same property.

9.03 **Landmark Eligibility Criteria** - The Landmark Commission and City Council may approve a property for Landmark Listing using the following criteria to judge the property's historical significance:

- a) A property must be at least fifty (50) years old to be eligible.
- b) Character, interest, or value as part of the development, site, structure, or district which contributes significantly to the heritage or cultural characteristics important to the development of the city, state, or nation.
- c) Identification with a person or persons who significantly contributed to the development of the city, state, or nation.
- d) Architectural style valuable to the study of a period; or to the type, method of construction, materials used, design elements, detailing materials, or craftsmanship embodied in the structure; or identification with a master builder, architect, or craftsman whose work influenced the development of the city, state, or nation.
- e) Location of a prehistoric or historic site, occupation, or activity possessing significant archeological value.
- f) The weight of any one criterion may be sufficient to accept the nomination and criteria not listed above may be contributed in the nomination which may render the nomination sufficient for placement on the Local Landmarks list.

Section 10: Appeal and Variance Procedure

10.01 **Appeals** - Any Historic Property owner aggrieved by the administration and enforcement of this ordinance may appeal (see Section 3) to the Landmark Commission. Any decision of the Landmark Commission may be further appealed to the City Commission. The Landmark Commission (and City Commission) shall act in a quasi-judicial capacity when deciding appeals. They shall make specific findings of fact and derive conclusions from such findings. All rulings by the City

Commission shall be final and binding on all parties unless appealed to, and overturned by, the District Court of Ford County, Kansas.

- 10.02 Applications for an appeal or Variance under the COA process or when nominations for a landmark shall be filed with the Department. The Director shall assure that all documentation and forms are properly submitted, and prepared notices for a public hearing before the Landmark Commission. Notice shall be published in the newspaper and mailed to all affected property owners at least twenty (20) days prior to the public hearing.
- 10.03 The Landmark Commission will conduct a public hearing on the case at the advertised place and time. A recommendation may be made immediately after the public hearing, or the Landmark Commission may recess the meeting for further deliberation. This recommendation will be presented to the City Commission at the next regularly scheduled Commission meeting. Failure to render a decision within sixty (60) days from the time a complete application was submitted shall be deemed to be approval, unless an extension is agreed upon by both the Applicant, and the Landmark Commission.
- 10.04 An Applicant may further appeal the City Commission decision to the District Court of Ford County, Kansas. Such appeal shall be filed with the court within thirty (30) days of the City Commission's decision.
- 10.05 Variance applications shall be reviewed by the Landmark Commission. The Landmark Commission may grant a variance from the specific regulation upon a finding that such variance:
- a) Would not be contrary to the health, safety or best interest of the public; and
 - b) A literal enforcement of the provision will result in an unnecessary hardship to the owner; and
 - c) There is a condition unique to the property which was not created by the property owner; and
 - d) There is no adverse effect on surrounding properties; and
 - e) The Variance would not be contrary to the general spirit or intent of this ordinance.
- All five (5) conditions must be affirmed with specific findings of fact before granting the Variance.
- 10.06 An Applicant for a Variance may appeal the Landmark Commission decision to the City Commission. Such appeal must be filed with the City Commission within thirty (30) days of the Landmark Commission's decision.

Section 11: Severability

- 11.01 If any section, provision, sentence, clause or phrase of this ordinance, or its application in a specific instance, is found to be invalid, the remainder of this ordinance and its application shall remain in full force and effect.



Memorandum

To: City Commission; Nick Hernandez, City Manager

From: Roxana Arjon, Management Analyst

Date: March 31st, 2025

Subject: Resolution 2025-14: Approval and Authorization to Submit a Grant Application to the Hazard Mitigation Grant Program and Financial Commitment to the Total Grant Match

Agenda Item: Ordinances & Resolutions

Purpose: Resolution 2025-14 declares the City of Dodge City's eligibility to apply for the Hazard Mitigation Grant Program (HMGP) for the City of Dodge City Municipal Services Building and Wells Generator project. Approval of this Resolution is critical to demonstrate strong support for the City's HMGP application and commitment to the completion of the project.

Recommendation: City staff recommend adoption of Resolution 2025-14 and authorization to submit an application to the Kansas Department of Emergency Management for the HMGP and approval of the total grant match including an in-kind and cash match as detailed in the Financial Considerations section below.

Background: On March 28th, 2024, the Kansas Department of Emergency Management and Ford County Emergency Management notified the City of the current funding opportunity under the Hazard Mitigation Grant Program. This program helps to ensure that state, local, tribal and territorial governments have the financial opportunity to plan for and implement hazard mitigation measures. The City is eligible to apply under Major Disaster Declaration 4774, which is the disaster declaration for the Kansas winter storms that occurred in early January 2024.

The City submitted a Notice of Intent to apply in June 2024 and was selected to complete a full grant application for the Municipal Services Building and Wells Generator project. City staff have been working with the Kansas Department of Emergency Management to complete the grant requirements. The grant application is due April 28th, 2025.

The Municipal Services Building and Wells Generator project aims to acquire and install emergency generators and transfer switches to provide backup power at the Municipal Services Building and at the City's water wells. This project will increase the City's resiliency and expedite the City's recovery process while minimizing impact on the provision of municipal services and protecting potable water access for residents. This is one of Dodge City's priority mitigation actions as outlined in the Kansas Region D Hazard Mitigation Plan, which was adopted October 12th, 2020 via Resolution 2020-27.

City Commission Options:

- 1. Approve
- 2. Disapprove
- 3. Table for Further Discussion

Financial Considerations:

The anticipated cost estimate for the Municipal Services Building and Wells Generator project is \$1,272,837.15.

The City is requesting \$941,900.15 in HMGP funds plus grant development/management costs not to exceed 5% of the total project costs.

The City is required to provide a minimum 25% match. The City’s match (\$330,937) will come from in-kind labor/materials and funding from the Water Fund. Grant development/management costs are excluded from the 25% match requirement and will be reimbursed 100%.

MUNICIPAL SERVICES BUILDING + WELLS GENERATOR PROJECT		
Project Budget Estimate		
Architectural & Engineering Fees	\$	60,000.00
Project Inspection Fees	\$	1,665.00
Sitework	\$	211,172.15
Construction	\$	42,500.00
Equipment	\$	957,500.00
	\$	<u>1,272,837.15</u>
Funding		
HMGP Funding (75%)	\$	954,627.86
Non-Federal Match (25%)	\$	318,209.29
	\$	<u>1,272,837.15</u>
Grant Development/ Administration (5% of project costs)	\$	63,641.86
Funding Sources		
City In Kind (Labor + Materials)	\$	217,165.00
Water Fund	\$	113,772.00
	\$	<u>330,937.00</u>

Legal Considerations: Resolution 2025-14 has been reviewed by the City Attorney.

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

Attachments:

- Resolution 2025-14
- MSB Generator Map
- Wells Generator Map
- Dodge City Mitigation Actions

Approved for the Agenda by:



Nickolaus J. Hernandez

RESOLUTION 2025-14

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF DODGE CITY, KANSAS TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF EMERGENCY MANAGEMENT FOR USE OF THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDS FOR THE CITY OF DODGE CITY MUNICIPAL SERVICES BUILDING AND WELLS GENERATOR PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION.

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

Whereas, the City of Dodge City Kansas, is submitting an application to the Kansas Department of Emergency Management for the Hazard Mitigation Grant Program (HMGP) in the amount of \$1,272,837.15 plus grant development/management costs not to exceed 5% of the total project costs; and

Whereas, the City of Dodge City Kansas, is participating as an eligible sub-applicant with the Kansas Department of Emergency Management for the HMGP; and

Whereas, Federal monies are available under the HMGP administered by the Kansas Department of Emergency Management, for the purpose of ensuring that state, local, tribal and territorial governments have the financial opportunity to plan for and implement hazard mitigation measures; and

Whereas, the City of Dodge City Kansas, acknowledges availability of the required local match of no less than 25% and the availability of funds to pay all upfront costs, since the HMGP is a cost reimbursement program; and,

Whereas, the City of Dodge City Kansas commits to providing a local match in the amount of \$330,937, which will be paid through in-kind labor/materials and cash; and,

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

Whereas, after appropriate public input and due consideration, the Governing Body of the City of Dodge City, Kansas has recommended that an application be submitted to the State of Kansas for the City of Dodge City Municipal Services Building and Wells Generator Project.

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

SECTION 1. That the City of Dodge City, Kansas, does hereby authorize City Manager Nickolaus J. Hernandez to submit an application to the Kansas Department of Emergency Management Hazard Mitigation Grant Program funds on behalf of the City of Dodge City Kansas.

SECTION 2. That the City of Dodge City, hereby assures the Kansas Department of Emergency Management that sufficient funding for a minimum 25% match and all non-reimbursable expenses,

e.g. PE, ROW, utilities, etc. for the City of Dodge City Municipal Services Building and Wells Generator Project is available, as the Hazard Mitigation Grant Program is a reimbursement program.

SECTION 3. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Emergency Management that sufficient funding for the operation and maintenance of the City of Dodge City Municipal Services Building and Wells Generator Project will be available for the life of the project.

SECTION 4. That City Manager Nickolaus J. Hernandez of Dodge City, Kansas is authorized to sign the application to the Kansas Department of Emergency Management Hazard Mitigation Grant Program funds on behalf of the citizens of City of Dodge City, Kansas. The Assistant City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Dodge City in this and subsequent related activities.

SECTION 5. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Emergency Management that the City of Dodge City, Kansas, is willing and able to, if the City of Dodge City Municipal Services Building and Wells Generator Project is selected for funding, administer all activities involved with the project.

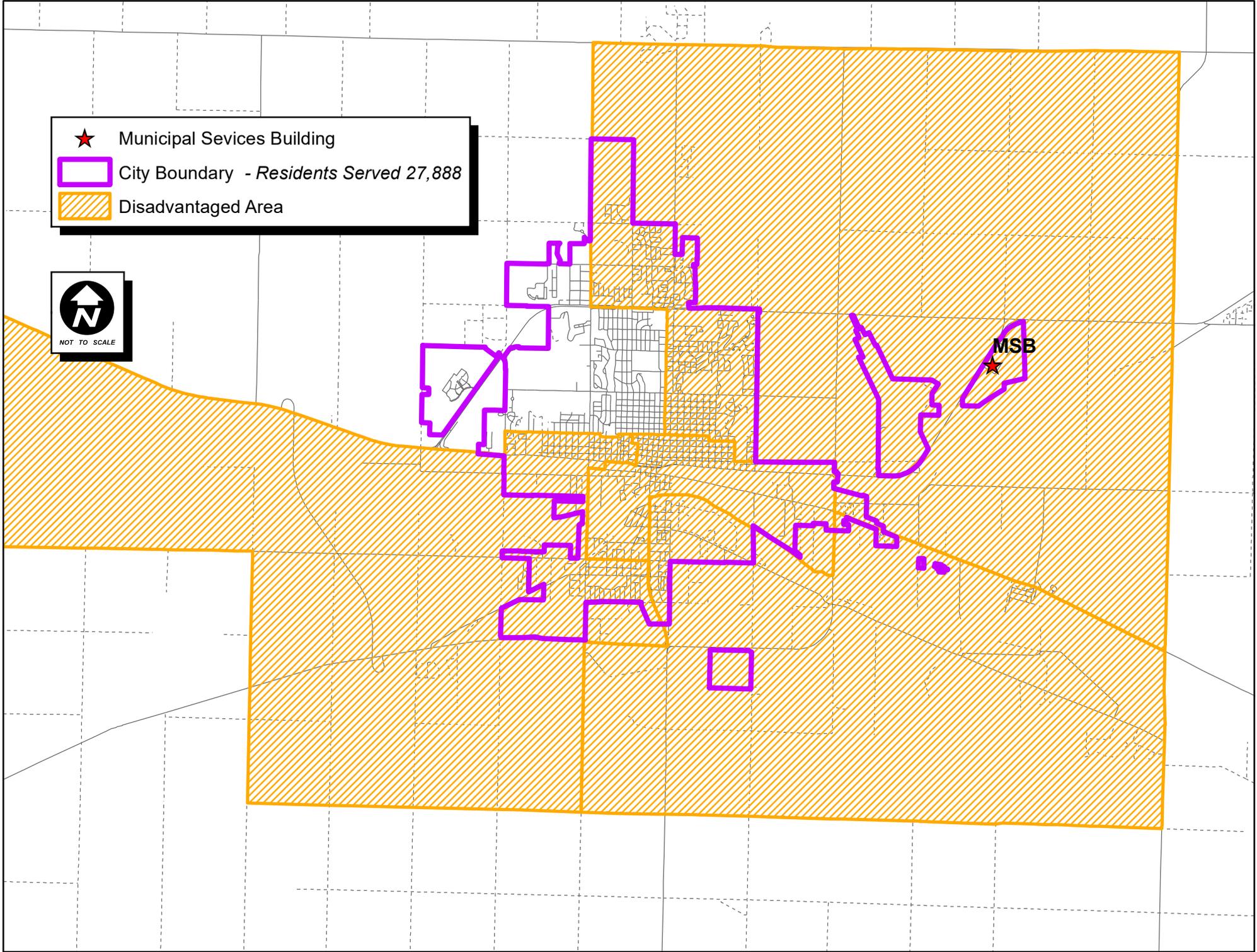
ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas, this 31st day of March 2025.

JEFFERY J. REINERT, MAYOR

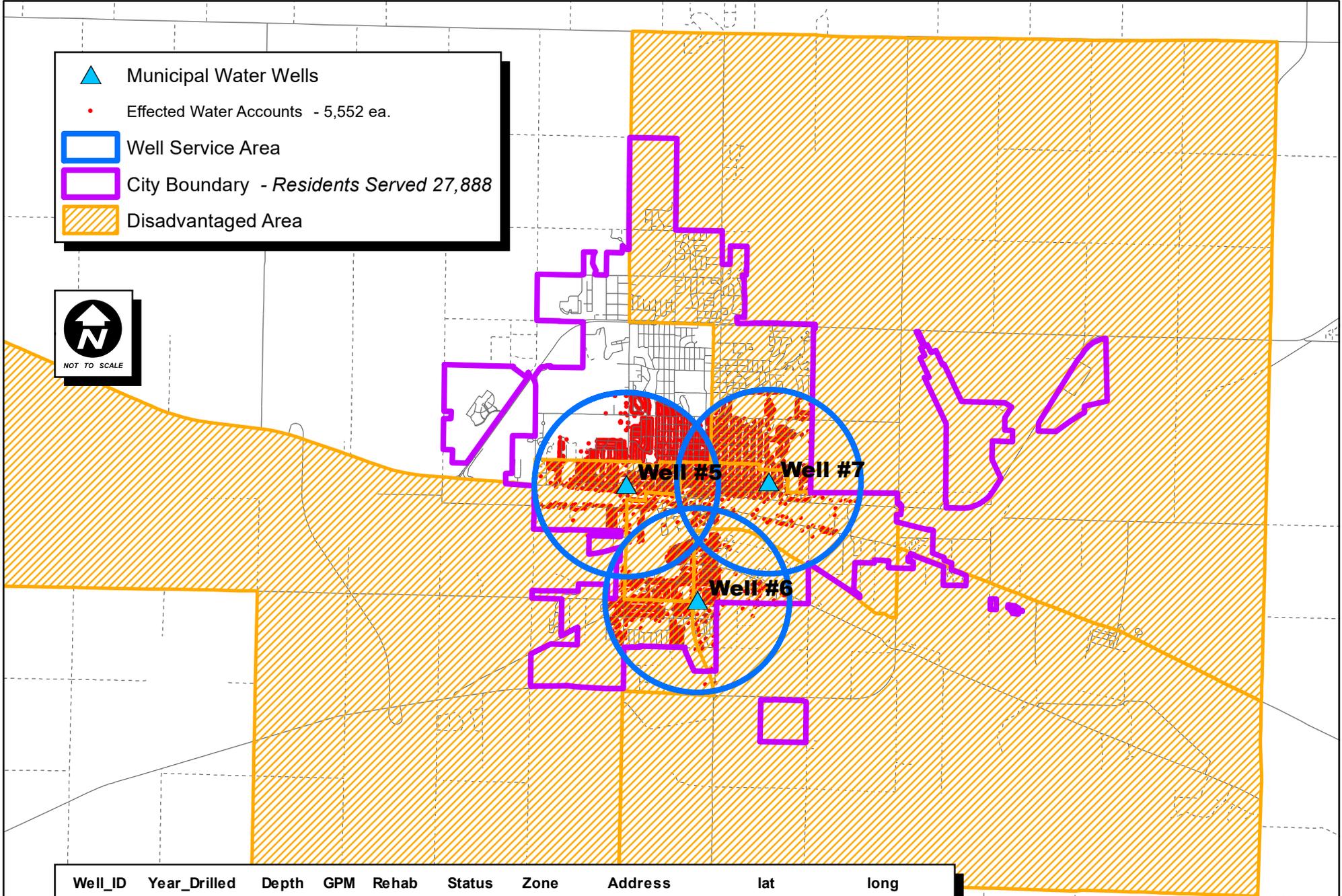
ATTEST:

CONNIE MARQUEZ, CLERK

★ Municipal Services Building
City Boundary - Residents Served 27,888
Disadvantaged Area



-  Municipal Water Wells
-  Effected Water Accounts - 5,552 ea.
-  Well Service Area
-  City Boundary - Residents Served 27,888
-  Disadvantaged Area



Well_ID	Year_Drilled	Depth	GPM	Rehab	Status	Zone	Address	lat	long
6	1948	170	985	0	Municipal	South	110 E. Beeson Rd.	37.73655	-100.018674
5	1946	183	1095	2013	Municipal	South	1501 W. Spruce St.	37.754607	-100.033124
7	1949	190	980	2000	Municipal	South	904 E. Vine St.	37.755446	-100.004808



Table 6.6: Ford County Mitigation Actions

Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estimated Cost	Potential Funding Source	Proposed Completion Timeframe	Current Status
Bucklin-4	Purchase emergency generators and/or transfer switches to provide backup power for critical facilities.	Utility/ Infrastructure Failure	City Administrator	Medium	1,2	\$200,000	Local, State, Federal	Five years	Not started, lack of funding
Dodge City-1	Continued participation in the NFIP .	Flood	NFIP Administrator	High	1,2	Staff Time	Local	Continuous	In progress
Dodge City-2	Continued enforcement of floodplain ordinance. (NFIP)	Flood	NFIP Administrator	High	1,2	Staff Time	Local	Continuous	In progress
Dodge City-3	Seek funding for the construction of community safe rooms	Tornado, Windstorm	City Manager, Director of Dev Services	High	1,2,3	\$1,000,000	Local	Five years	Not started, lack of funding
Dodge City-4	Seek funding options to develop new or enhance the existing early warning response systems and plans	All Hazard	City Manager	Medium	1,2	\$40,000	Local, State, Federal	Five years	Not started, lack of funding
Dodge City-5	Purchase emergency generators and/or transfer switches to provide backup power for critical facilities, including Dodge City's City Hall, Police Station, and Fire Station.	Utility/ Infrastructure Failure	Director of Engineering Department	Medium	1,2	\$150,000	Local, State, Federal	Five years	Not started, lack of funding
Dodge City-6	Research funding options and consider the purchase of additional Public Works equipment to assist residents in the case of weather emergencies.	All Hazard	Director Public Works	Medium	1,2	\$200,000	Local, State, Federal	Five years	Not started, lack of funding
Dodge City-7	Purchase equipment to upgrade current communications equipment	All Hazard	City Manager	Medium	4	\$740,000	Local, State, Federal	Five years	Not started, lack of funding
Dodge City-8	Hire a dedicated city-based Emergency Manager.	All Hazard	City Manager	Medium	1,2	\$75,000 per year	Local, State, Federal	Three years	Not started, lack of funding
Dodge City-9	Research the cost and funding options to purchase and install new surveillance cameras and building security components at the Dodge City Police Department.	Terrorism, Civil Disorder	Police Chief, City Manager	Medium	1,2	\$8,000	Local, State, Federal	Five years	Not started, lack of funding
Dodge City-10	Research funding options for a preventative tree maintenance program along major traffic routes to reduce	All Hazard	Director of Parks and Rec	Medium	1,2	\$10,000	Local	Five years	Not started, lack of funding





Table 6.6: Ford County Mitigation Actions

Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estimated Cost	Potential Funding Source	Proposed Completion Timeframe	Current Status
	falling debris and blocked roadways during storm events.								
Dodge City-11	Research funding options to dredge the Arkansas River in the area of the city-owned levee.	Flood	City Manager	Medium	1,2	\$3,500,000	Local, State, Federal	Ten years	Not started, lack of funding
City of Ford-1	Continued participation in the NFIP .	Flood	NFIP Administrator	High	1,2	Staff Time	Local	Continuous	In progress
City of Ford-2	Continued enforcement of floodplain ordinance. (NFIP)	Flood	NFIP Administrator	High	1,2	Staff Time	Local	Continuous	In progress
City of Ford-3	Construct a community safe room to protect the citizens.	Tornado, Windstorm	City Administrator	High	3,4	\$150,000	Local	Five years	Not started, lack of funding
City of Ford-4	Identify funding sources, procure and install new warning sirens.	Tornado	City Administrator	Medium	1,2	\$30,000	Local, State, Federal	Five years	Not started, lack of funding
City of Ford-5	Acquire backup generators at critical facilities.	Utility/ Infrastructure Failure	City Administrator	Medium	1,2	\$200,000	Local, State, Federal	Five years	Not started, lack of funding
Spearville-1	Continued participation in the NFIP .	Flood	NFIP Administrator	High	1,2	Staff Time	Local	Continuous	In progress
Spearville-2	Continued enforcement of floodplain ordinance. (NFIP)	Flood	NFIP Administrator	High	1,2	Staff Time	Local	Continuous	In progress
Spearville-3	Seek funding for the construction of a community safe room	Tornado, Windstorm	City Manager	High	1,2,3	\$500,000	Local	Five years	Not started, lack of funding
Spearville-4	Seek funding to purchase, develop new, or enhance the existing early warning response systems and plans	All Hazard	City Manager	Medium	1,2	\$40,000	Local, State, Federal	Five years	Not started, lack of funding
Spearville-5	Seek funding to purchase emergency generators and/or transfer switches to provide backup power for the Critical Facilities in the City of Spearville.	Utility/ Infrastructure Failure	City Manager	Medium	1,2	\$40,000	Local, State, Federal	Five years	Not started, lack of funding
Spearville-6	Research funding options for additional street lighting for the City of Spearville.	Utility/ Infrastructure Failure	City Manager	Medium	1,2	\$60,000	Local	Five years	Not started, lack of funding





Memorandum

To: City Commission
From: Ryan Reid, Director of Administrative Services
Date: 2024 03 10
Subject: Bids for New Patrol Vehicles
Agenda Item: New Business

Purpose: To maintain Police Patrol fleet

Recommendation: Approve purchase of four (4) Police SUVs from Lopp Motors for \$39,894 each (total \$159,576). These would be 2025 Dodge Durango Pursuit vehicles.

Background: Staff opened bids and received three bids for police SUVs without accessories installed. Lopp is the second lowest bid and they are a local business that we have bought police vehicles from in the past.

The vehicles are used by Patrol to fulfill their mission. The vehicles serve as communication, rapid transportation and response, and gear storage for the officers. They will replace vehicles that are aging out. The replaced vehicles will be repurposed in the City or sold at auction.

City Commission Options:

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

Financial Considerations:

Amount \$:159,574

Fund: 14021100-441009

Budgeted Expense Grant Bonds Other

Mission/Values: Ongoing Improvement, Working Towards Excellence

Attachments: Bid tab

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "Ryan Reid", written over a horizontal line.

Ryan T. Reid, Director of Administrative Services

2025 03 10

Police SUVs (4)

Vendor	\$ each	\$ total (for Four)	Notes/Special
Lopp Motors	\$ 39,894.00	\$ 159,576.00	Local vendor, good relationship
JR	\$40,500	\$ 162,000.00	Service provider (repair)
Landmark	\$ 39,378.00	\$ 157,512.00	MO

Recommended bid



Memorandum

To: City Manager Nick Hernandez and City Commission
From: Assistant City Manager, Melissa McCoy & CVB Director Megan Welsh
Date: Monday, March 17, 2025
Subject: Approval of Depot Theater Lease Agreement
Agenda Item: New Business

Purpose: The existing lease with the Depot Theater (Theater) for the use of space in the Santa Fe Depot Complex ended on December 31, 2024.

Recommendation: Staff recommends approval of the revised lease agreement with the Depot Theater.

Background: The Theater is a significant tenant in the historic Santa Fe Depot Complex and is a regional draw for the performing arts for Southwest Kansas. The Theater has operated in the Depot and the Homestead Theater since 2004. The organization is 501c3 nonprofit.

In 2015, the City entered into an agreement with the Theater where the City oversees the maintenance and day to day operations of the Depot. Amendments to the 2015 agreement were approved by the City Commission in 2019 to allow for additional use by the City and the other Depot tenants of common spaces and the Theater for meetings and special events without additional rental charge. A second amendment was approved in 2021, in which the City approved to forgo the 15% utility payment due to the Theater's financial hardship.

The attached Depot Theater Lease Agreement Highlights detail the changes that have been to the previous agreement.

City Commission Options:

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

Financial Considerations: In lieu of payment of a percentage of the Depot Building utilities, the Theater will assess at least a one-dollar (\$1.00) facilities charge for each ticket sold at any Ticketed Event. This payment will be paid monthly to the City. The Theater also agrees during the term of this Agreement, that they will pay the City a portion of its income for Rental Events within the Santa Fe Depot Complex. The breakdown of the funding allocated to the City is detailed in the agreement and the highlights attachment.

Legal Considerations: This agreement was prepared by the City Attorney and reviewed and approved by City staff and the Depot Theater Board of Directors. The terms of the lease agreement will supersede all previous agreements.

Mission/Values: This project fulfills the City of Dodge City's mission by preserving our heritage to foster a better future. It also meets our core purpose of making Dodge City the best place to be while matching the core value of ongoing improvement.

Attachments:

The Depot Theater Company Lease Agreement
Depot Theater New Lease Agreement Highlights

Approved for the Agenda by:



Melissa R. McCoy, Assistant City Manager

January 1, 2025

LEASE AGREEMENT

This lease agreement (“the Agreement”) is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (“the City” or “City”), and Depot Theater, Inc., a Kansas not for profit corporation (“the Theater”) (collectively, “the Parties”).

WHEREAS, the City is the titled owner of all the property and improvements described in **Exhibits A, B, C, D, and E** attached hereto and made part hereof by the reference, and referred to collectively herein as the Santa Fe Depot Complex (“the Complex”), and

WHEREAS, the Complex consists of the Depot structure as shown in **Exhibit B** (the “Depot”), the Homestead Theater building and the Harvey Girls’ Dormitory shown in **Exhibit C** (the “Homestead”), and the exterior grounds, including the parking lot and passenger platform, as shown in **Exhibit A** and

WHEREAS, the Theater and the City have been involved over the past several years in the restoration and renovation of the Complex which has been occupied by the Theater under a lease agreement with the City, and

WHEREAS, the Theater requires the City’s assistance in operation, maintenance, and care of the Complex, and

WHEREAS, the City occupies office space within the Depot for the City’s tourism and development operations, and other City programs, and

WHEREAS, the City and Theater desire to work together with regard to the ongoing use and maintenance of the Complex in order that the public and tourists may enjoy the benefits of this historic structure and Complex along with the Theater’s activities and programs.

NOW, THEREFORE, In consideration of the mutual promises and covenants of the Parties as set forth herein, the City and Theater agree as follows:

1. Termination and Satisfaction of Prior Leases and Agreements: Effective December 31, 2024 at midnight, any and all existing leases and/or renovation agreements between the Parties shall terminate and no longer be of any force and effect. It is further agreed by the Parties that this Agreement shall supersede and replace any and all agreements, written or verbal, between the Parties in any manner arising out of or relating the use and occupancy of the Complex and operation thereof by the Theater.
2. Term of Agreement: This Agreement shall commence and become effective as of January 1, 2025, for an Initial Term of five (5) years (the “Initial Term”), expiring on December

31, 2029 and shall automatically renew for an additional five (5) year term beginning January 1, 2030 unless either party provides to the other written notice of its intent not to renew the Agreement at least 60 calendar days prior to the expiration of the Initial Term. This Agreement may be terminated or amended at any time by mutual written consent of the Parties. In the event of termination by virtue of non-renewal, mutual agreement, or breach, the Theater will vacate the Complex in a timely manner and remove all items of personal property belonging to the Theater without damage to any portion of the Complex.

3. Theater's Lease of Certain Areas of the Complex: The City does hereby lease to the Theater and the Theater hereby leases from the City that portion of the Complex as described in paragraphs (a) and (b) below and reflected in **Exhibits B** shaded in grey and corresponding with "Theater" as listed in the key (herein, "Depot"), and reflected in **Exhibit C** (herein, "Homestead") (collectively referred to herein as "Leased Space") subject to the terms and conditions as provided herein.

(a) Depot Leased Space: All areas of the Complex as reflected in **Exhibit B** ("Depot") shaded in gray which areas are commonly referred to as:

- i. Don Steele Theater
- ii. Scene Shop
- iii. Orchestra Pit
- iv. Adjacent basement storage room
- v. Gallery
- vi. Kitchen
- vii. Bar
- viii. East end of the second floor (excluding HVAC room and janitor's closet)
- ix. Harvey House Hotel room on the 2nd floor.

(b) Homestead Leased Space: All of the Homestead Theater ("Homestead") as reflected in **Exhibit C** and commonly known as:

- i. Homestead Theater Building
- ii. Harvey Girls Dormitory Building

4. Right of Use of Common Areas: In addition to the areas described in 3(a) and (b) above, the Theater shall have the right to utilize and temporarily occupy for its theater and other

January 1, 2025

program purposes the Common Areas listed hereunder and identified in **Exhibit B**, labeled “Shared Common” and also the area shaded as “City” on the first floor of the Depot outlined in red under the terms and conditions as provided herein, hereinafter, all areas defined in this paragraph shall collectively be referred to as “Common Area(s)” such Common Areas to include:

- (c) Lobby
- (d) Elevator
- (e) Baggage Room
- (f) Dining Room
- (g) Restrooms in Dining Room and Train Station
- (h) Janitor Closet – 2nd Floor East End

In addition to the Common Areas Described on **Exhibit B**, the Theater shall have the right to utilize and temporarily occupy the east parking lot and passenger platform located within the Complex under the terms and conditions provided herein. All other areas of the Complex shall be for the exclusive use of the City, and its agencies and tenants.

5. Consideration to City: During the term of this Agreement, the Theater will not be charged rent or utilities for the Depot and shall not be charged rent for the Homestead; provided however, the Theater complies with all terms and conditions of this Agreement. In consideration of the use of Leased Space, the Theater agrees as follows:

- (a) Payment to City from Ticket Revenue: The Theater agrees that commencing January 1, 2025, and continually thereafter during the term of this Agreement, the Theater will assess at least a one-dollar (\$1.00) facilities charge for each ticket sold at any Ticketed Event, as defined herein. The collections from this charge shall be paid monthly by the Theater to the City.
 - i. A “Ticketed Event” shall mean an event hosted by the Theater for any performance or activity for which a ticket for admission is required and from which the Theater is entitled to revenue therefrom and which takes place within the Complex as described herein. A Ticketed Event shall not mean a fundraising event for the benefit of the Theater or the Theater Guild.

- ii. In the event the Theater splits revenue with a third-party organization on ticket sales (aka, a “ticket split”), the Theater may in its discretion negotiate whether the third party shall contribute to the payment of the City’s facilities charge as described herein; however, a ticket split shall not negate the Theater’s obligation to charge and pay the facilities charge as described in this section.
- (b) Rental Event Space: In addition to theater operations, the Theater shall manage and maintain the Leased Space herein as a Rental Event space and shall facilitate no less than ten (10) Rental Events in a calendar year. Should the Theater fail to facilitate at least ten (10) Rental Events in a calendar year, the Theater shall pay the City one hundred dollars (\$100.00) for each Rental Event below the required minimum, and such payment shall be due within thirty (30) days following the end of the calendar year. In the City’s discretion, should the Theater fail to demonstrate reasonable effort to facilitate at least ten (10) Rental Events in a calendar year, even when the Theater makes the payment described herein, the City shall have the right to renegotiate this agreement by providing written notice of its intent to do the same.
- (c) Theater’s Provision of Personnel, Security, and Custodial Services for Rental Events: The Theater agrees to provide all necessary personnel, security, and custodial services for any Rental Events hosted in the Leased Space. This obligation includes, but is not limited to, the hiring, training, and management of staff required to ensure the smooth operation of such events.
- (d) Payment to City of Rental Event Income: The Theater agrees that commencing January 1, 2025, and continually thereafter during the term of this Agreement, the Theater will pay City one hundred dollars (\$100.00) of its income for each day of each Rental Event for any Rental Event within the Complex. For hourly rental, the Theater will pay City ten dollars (\$10.00) of its hourly rental income. Payment on rental income shall be due and owing each quarter on the dates described in paragraph sixteen herein.

- i. “Rental Event” defined: Herein and throughout the entirety of this Agreement, “Rental Event” shall mean any event organized by or through the Theater held within or upon the Complex, for which use a rental fee is charged and payment due by a third-party.
- ii. “Occupancy of Space” defined: For purposes of determining when rent is owed under this paragraph, it is understood rent shall be charged and owed when a third party occupies space in the Complex subject to an agreement with the Theater. “Occupying space” shall mean the use or presence by a third party of any person, group, or property, including but not limited to equipment, structures, or setups within the Leased Space including temporary or permanent installations for events, activities, or any other purpose utilizes the Leased Space. Rent shall be charged to any third party engaging in Occupying Space within Leased Space.
- iii. Minimum Rental Fees: The Theater shall charge a minimum rental fee as described herein for any Rental Event. The Theater shall have the right to charge amounts exceeding the amounts described herein, at the Theater’s discretion.

(1) Depot Lobby/El Vaquero Dining Room:

- a. Weekend Pricing: Renting for longer than a 24-hour period on a Friday, Saturday, or Sunday shall not cost less than seven hundred fifty dollars (\$750.00) with a five-hundred-dollar (\$500.00) deposit due to reserve the space, which shall be applied to the \$750.00 total.
- b. Per-Day Pricing: Renting for a 24-hour duration or less shall not cost less than five hundred dollars (\$500.00) and shall require the payment made upfront before the space shall be reserved.
- c. Per-Hour Pricing: Rent for no less than one hour and no more than three hours may be paid under hourly pricing. Hourly pricing shall be fifty dollars (\$50.00) per hour

space is occupied. Any space occupation exceeding three hours shall subject the tenant to per-day minimum pricing.

(2) Don Steele Theater:

- a. Weekend Pricing: Renting for longer than a 24-hour period on a Friday, Saturday, or Sunday shall not cost less than nine hundred fifty dollars (\$950.00) with a five-hundred-dollar (\$500.00) deposit due to reserve the space, which shall be applied to the \$950.00 total.
- b. Per-Day Pricing: Renting for a 24-hour duration or less shall not cost less than seven hundred dollars (\$700.00) and shall require the payment made upfront before the space shall be reserved.
- c. Per-Hour Pricing: This space shall not be reservable for less than a full 24-hour period.

(3) Depot (Including Don Steele Theater, Lobby, and El Vaquero Dining Room:

- a. Weekend Pricing: Renting for longer than a 24-hour period on a Friday, Saturday, or Sunday shall not cost less than one thousand five hundred dollars (\$1,500.00) with a five-hundred-dollar (\$500.00) deposit due to reserve the space, which shall be applied to the \$1,500.00 total.
- b. Per-Day Pricing: Renting for a 24-hour duration or less shall not cost less than eight hundred dollars (\$800.00) and shall require the payment made upfront before the space shall be reserved.
- c. Per-Hour Pricing: This space shall not be reservable for less than a full 24-hour period.

(4) Homestead: The Parties jointly intend the Homestead shall be used as a turn-key rental facility; however, the Parties

acknowledge the Homestead as of the date of execution of this agreement is not fully equipped for this intended operation. Therefore, Rental Events held in the Homestead shall not be subject to the below minimum pricing requirements until the Parties mutually agree in writing that the Homestead is ready for use as a turn-key rental facility.

- a. Weekend Pricing: Renting for longer than a 24-hour period on a Friday, Saturday, or Sunday shall not cost less than seven hundred fifty dollars (\$750.00) with a five-hundred-dollar (\$500.00) deposit due to reserve the space, which shall be applied to the \$750.00 total.
 - b. Per-Day Pricing: Renting for a 24-hour duration or less shall not cost less than five hundred dollars (\$500.00) and shall require the payment made upfront before the space shall be reserved.
 - c. Per-Hour Pricing: Rent for no less than one hour and no more than three hours may be paid under hourly pricing. Hourly pricing shall be fifty dollars (\$50.00) per hour space is occupied. Any space occupation exceeding three hours shall subject the tenant to per-day minimum pricing.
 - iv. Alcohol Security Charge: Any event serving alcohol within Leased Space shall pay a non-refundable \$200.00 security charge.
 - (e) Right to Terminate: Should the Theater fail to act pursuant to this paragraph five (5) and any of its subsequent sub-sections, the City shall have the right to immediately terminate this Agreement with the Theater upon serving the Theater with written notice of the City's intention to terminate.
6. City Use of Leased Space:
- (a) City's Use of Depot Theater: With the Theater's prior approval, which shall not be unreasonably withheld, the City and its agencies and Complex tenants ("Authorized User") may use the Don Steele Theater for meetings

or programs, rent free, so long as the Theater is not paying rent or utilities for the areas of the Complex used exclusively by the Theater and so long as such use does not interfere with or disrupt the Theater's use thereof. The Authorized User will pay for technical support if such is required and for any required custodial duties for such events in Leased Space.

- (b) City's Reservation of Homestead: Authorized Users shall have the right to request reservation of the Homestead and shall be granted use of the space without charge of the reservation fee discussed herein. The City shall coordinate reservation of the Homestead with the Theater, and the Theater shall not deny the City's reservation on behalf of the City or an Authorized User unless a prior reservation has been granted to a third party.
- (c) Dining Room and Lobby Rental Events: The Dining Room and Lobby areas, shown and outlined in red on **Exhibit B**, will be Common Areas. Scheduling of these areas shall ultimately be determined by the City. However, the Theater, in coordination and cooperation with the City may coordinate Rental Events in the Dining Room and Lobby. Should the Theater utilize the Dining Room and Lobby for Rental Events, the Theater shall be responsible for providing all services for the Rental Event, including custodial services upon an event's conclusion. In the event of a conflict between events scheduled by the Theater in the Dining Room and/or Lobby and events scheduled by the City, events scheduled by the City shall have priority, except that events scheduled by the Theater and adequately communicated to the City shall have precedence over any subsequent attempt to schedule a different event.

- 7. Food Service: If food service is requested by outside organizations or groups for Rental Events coordinated by the Theater, the Theater may provide such service at a reasonable price. The Theater may refuse to allow outside organizations or groups to utilize third-party food service within the Complex for events coordinated by the Theater. If food service is desired by the City or Authorized Users within the Complex, the Theater shall be given the first opportunity to provide such service, but outside catering may be utilized by the City or Authorized Users at the City's expense and discretion. Should the City elect

to utilize food services provided by the Theater, the City shall pay the Theater's normal fee for such service. All fees resulting from food service provided by the Theater shall be income of the Theater, which will be solely responsible for the payment of all costs and expenses associated with such food service and rental.

8. Bar Area: the Bar Area, which is located in the southeast corner of the Lobby, shaded in grey on **Exhibit B**, shall be considered as part of the Depot and, along with bar equipment, will be owned by the City and operated by the Theater and will be the obligation of the Theater to clean and maintain. In the event of any failure of the Bar equipment, the Theater will be responsible for the cost of repairs and/or replacement. The scheduling of Bar hours will be determined by the Theater but shall take into consideration the scheduling and use of the Lobby area. All income from Bar sales shall go to the Theater which shall be responsible for all cost of bar operations and inventory.
9. Homestead Kitchen Area: The Kitchen Area, of the Homestead, shown outlined in red on the attached **Exhibit D** (the "Kitchen") shall be managed by the Theater. The Theater shall be responsible for the maintenance, repair and replacement of kitchen equipment and appliances with prior approval of the City. The Theater shall cooperate with the City to manage and schedule the City's use of the Kitchen for Rental Events. The Theater shall be responsible for the maintenance, repair and replacement of the Kitchen equipment with prior notification to the City for the purpose of inventory on the City's fixed asset list. Scheduling preference shall be given to food service in support of Theater operations.
10. Homestead Kitchen Renovation: The Parties agree and intend to facilitate the renovation of the Kitchen. The City shall at all times maintain ownership of all equipment and appliances within the Kitchen, unless equipment and appliances are expressly listed as Theater Equipment on **Exhibit E** herein. Any renovations and remodeling required will be at the sole expense of the City and shall be performed in accordance with plans and specifications as prepared by the City. The Theater understands this remodeling may interfere with normal operations and agrees to cooperate with the City in coordinating alternative food service as necessary. The cost of coordinating alternative food service shall be borne by the Theater and shall be paid out of the Theater's operating account.
11. Improvements to Homestead: The City agrees to fund and oversee improvements to the Homestead, much of which has been completed prior to this agreement. All decisions

regarding the nature, scope, and timing of these improvements shall be at the sole discretion of the City. The Theater agrees to cooperate fully with the City to facilitate any improvements the City deems necessary. This includes, but is not limited to, the temporary relocation of Theater property or equipment and adjustments to Theater programming or scheduling, as necessary. The Theater agrees to comply with any reasonable requests made by the City to support the timely completion of any Homestead improvements. The Theater shall have the right to review improvements and shall report any concerns regarding improvements to the City. All improvements shall be subject to the City Manager or the City Commission's approval based on the cost the improvements require.

12. Other Common Areas: The Common Areas, including the Dining Room and Lobby, shall be available for use of both the Theater, including the Theater Guild, and the City as well as present and future tenants of the Complex. The scheduling of use of the Common Area shall be determined by the City in cooperation with the Theater and shall be made available for the use of outside agencies when such use does not conflict with or is not incompatible with use by the City or the Theater.
13. City Ownership and Management: The City as the owner of the Complex, shall maintain responsibility for all ownership, use, rights, enjoyment, and management of the Complex; subject only to the provisions of this Agreement.
14. Complex Utilities: The City shall be responsible for payment of utilities for the Complex including electric, gas, sewer, water, and trash, except that the Theater shall be responsible for all utilities from the Homestead. In addition, the Theater shall be responsible for its pro-rata share of utilities for the Depot should the Theater fail to meet the obligations as set forth in this Agreement. The Theater shall be responsible for its own telephone, computer, television, and internet services. The Theater hereby agrees to responsibly steward its use of utilities and to take all reasonable efforts to minimize utility waste, including but not limited to taking measures to limit persons from making excessive temperature adjustments, not running water for long periods of time, and ensuring lights are turned off at the conclusion of business each day.
15. Agreed Upon Procedures: In lieu of a formal annual audit, the Theater agrees to engage a certified public accounting firm to perform agreed upon procedures annually. The procedures will need to be mutually agreed upon in writing between the accounting firm,

the City, and the Theater. Cost associated with these Agreed Upon Procedures shall be an operating expense of the Theater and shall be subsidized annually by the City in an amount of one half (1/2) of the cost of such audit report or five thousand dollars (\$5,000), whichever is less. The Theater's failure to comply with this section shall be considered a breach of this Agreement and shall allow the City to terminate the Agreement effective receipt of written notice from the City to the Theater.

16. Quarterly Reports: As set out herein, the Theater shall provide the City with quarterly reports on rental revenues. Said quarterly reports shall be presented to the City no later than the following dates during each year of the Term of this Agreement:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Year 1	April 7, 2025	July 7, 2025	October 7, 2025	January 7, 2026
Year 2	April 7, 2026	July 7, 2026	October 7, 2026	January 7, 2027
Year 3	April 7, 2027	July 7, 2027	October 7, 2027	January 7, 2028
Year 4	April 7, 2028	July 7, 2028	October 9, 2028	January 8, 2029
Year 5	April 9, 2029	July 9, 2029	October 8, 2029	January 7, 2030

17. Keys: The Theater will be provided with seven (7) keys to the Complex at the inception of this lease. Replacement of keys or replacement of locks will be the physical responsibility of the City and the financial responsibility of the Theater. The Theater is prohibited from duplicating keys or replacing locks on its own initiative or authority.
18. Responsibility for Repairs and Maintenance of Complex: In general, the City shall be responsible for all exterior and interior maintenance and repairs to the Complex, including maintenance related to all heating and air systems within the Complex, except for repairs and maintenance resulting from negligence, or lack of proper care, by the Theater, its licensees, servants, employees and agents. Any maintenance and repairs resulting from negligence or lack of proper care by the Theater shall be performed by, or under the supervision of the City or its designee. Any such costs and expenses incurred will be reimbursed to the City by the Theater and will be paid by the Theater in addition to any payments required by this Agreement. Under no circumstances will the Theater allow any mechanic's or materialman's liens to attach to the building or grounds of the Complex.
19. Custodial Responsibilities:

- (a) Common Areas: The City shall be responsible for all custodial services for all interior and exterior Common Areas of the Complex, except that, when the Theater utilizes Common Areas, such as the Dining Room and Lobby, for Rental Events the Theater shall provide custodial services to return the Common Area to the condition it existed in prior to the Rental Event.
 - (b) Leased Space: The Theater shall be responsible for custodial services for Leased Space. Custodial services provided by the Theater shall be provided in a timely and effective manner to provide a clean and properly cared for premises acceptable to the City. Such custodial service shall include, but not be limited to, the replacement of light bulbs, trash removal, care and cleaning of floors and carpets, cleaning of restrooms, and furniture care, repair or replacement. The City shall have the right to inspect the Leased Space regularly to ensure compliance with this provision. Should the City find the Theater has failed to maintain the Leased Space in an adequate condition, the City may provide custodial care for the Leased Space and shall invoice the Theater for the same. The Theater shall be responsible for payment of any custodial invoices received by the City.
- 20. Lightbulbs: Lighting within the Complex shall generally be the responsibility of the City to maintain, except for lighting within Leased Space, which shall be the responsibility of the Theater to maintain. This shall be true except in the cases of lightbulbs in the Depot Theater and the Homestead Theater which are difficult to reach and change. These lightbulbs shall be maintained by the City's Construction and Facilities Department and paid for by the Theater. The Theater shall be responsible for timely communication of the need for lighting changes and shall operate under the understanding that the City's Construction and Facilities Department bears many responsibilities and demands upon its time and skill.
- 21. Landscaping Responsibilities: The City shall be responsible for all landscaping and exterior maintenance services for the exterior of the Complex, including the parking lot and passenger platform. The City shall be responsible for all snow removal and all landscaping care.

22. Insurance and Taxes: The City shall maintain at its expense damage insurance on all buildings and the Complex property. The Theater shall be responsible for providing tenant insurance for all personal property and equipment under lease to Theater herein and will maintain, at its expense, public liability and volunteer/workers' compensation insurance. Such policies will name the City as an additional insured and provide notice to the City of cancellation of coverage at least thirty (30) days prior to the date of cancellation. The City shall be responsible for the payment of any real estate tax which may be assessed against the Complex or any portion thereof. The Theater shall pay all personal property taxes assessed against personal property owned by the Theater and located in the Complex.
23. Casualty Insurance: The City agrees to keep the leased building facility insured for the benefit of the City against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The Theater shall have the responsibility to insure all its interest in the fixtures, equipment, inventory, and other Theater assets.
24. Tenant Liability Insurance: The Theater shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the City from any and all claims or demands of any kind or character which may arise or claim to arise against the City by reason of the use of Complex by the Theater, and the City shall be named as an additional insured on such policies. It is further agreed that the Theater shall save and hold harmless the City from any and all claims, causes of action or losses which may be asserted against the City by reason of the Theater's use of the Complex under the terms and conditions of this lease and will further indemnify the City for its attorney's fees and other costs, losses or expensed by the City in defending against any such claims or causes of action.
25. Ownership and Use of Equipment, Fixtures, and Furniture: The Parties have performed an inventory of the assets of the Complex including items of personal property, equipment, fixtures and furniture, such inventory itemized and incorporated herein as **Exhibit E**. Pursuant to previous agreements, the City maintains ownership of, and any and all interest in and to, all items of equipment, personal property and fixtures listed in **Exhibit E** as "City Equipment," free and clear of all liens or encumbrances. All items of equipment, personal property and fixtures listed in **Exhibit E** as "Theater Equipment" remains the property of

the Theater, the repair and replacement of which shall be the responsibility of the Theater. During the term of this Agreement, the City does hereby lease to the Theater for no additional cost use of all personal property, equipment, furniture and fixtures listed as “City Equipment” in **Exhibit E** to the extent such City Equipment is necessary for the Theater’s operations, subject to the following terms and conditions:

- (a) The Theater shall be responsible for the maintenance and care of the City Equipment leased to the Theater and for the repair and/or replacement of such City Equipment at the Theater’s expense. If the need for repair or replacement occurs, prior to such repair or replacement the Theater will confer with the City and obtain the City’s prior approval before proceeding with the purchase or repair of such City Equipment.
- (b) Upon the termination or expiration of this Agreement, all City Equipment leased by the Theater shall be returned to the City. The City shall reimburse the Theater for the depreciated value of said City Equipment repaired or replaced by the Theater during the term of this Agreement, if any, based on a 10-year straight line depreciation schedule of the City Equipment at the time of such termination or expiration of this Agreement.
- (c) With regard to the Theater Equipment which has been repaired or replaced during the Term of the Agreement, or which is necessary for the Theater’s operation, upon termination or expiration of this Agreement the City shall have the exclusive option to purchase the items at their depreciated value. The City shall have 60 days upon expiration or termination of this Agreement to notify the Theater of the City’s intent to purchase Theater Equipment. Upon receipt of such notice, the Theater shall not remove Theater Equipment until the earlier of (1) the passage of 60 days from receipt of notice, or (2) receipt of additional notice from the City of intent not to purchase Theater Equipment. Theater Equipment not purchased by the City shall be removed within a reasonable time by the Theater.

26. Monthly Meetings: The Parties agree leadership of the Theater’s Board shall meet monthly with the City Manager or its designee(s) to maintain communication and cooperation with the City.

January 1, 2025

27. Non-Assignment: Neither this Agreement nor the lease of the Complex and of any equipment provided for herein may be assigned by the Theater to any other person or entity except with the prior written approval of the City. Nor may the Theater sublease or rent to any other entity the Theater's right to occupy any of the leased premises or rights therein without the prior written approval of the City. The City may, however, assign, transfer, convey or otherwise divest itself of ownership or control of the Complex or any portion thereof to another entity without the approval or consent of the Theater.
28. Non-Waiver: The failure of either party to take action to enforce the provisions of this Agreement shall not constitute a waiver of any legal right of said party to bring such action at any later time within the appropriate statute of limitations.
29. Right of Future Tenants: The Parties understand that it is the intent and practice of the City to rent portions of the Complex not encumbered by this Agreement. Such tenants and occupants shall have shared access to the Common Areas as described in this Agreement.
30. Laws of State of Kansas: This Agreement shall be governed and interpreted under the laws of the State of Kansas and any dispute arising hereunder shall be resolved in a court within Ford County, Kansas.
31. Agreement Subject to Annual City Budget Appropriations: The Parties agree and understand the City's obligation to provide utility and other services for the Complex during the Term of this Agreement is contingent upon the availability of funds budgeted and appropriated for that purpose during the City's current budget year, or funds made available from any lawfully operated revenue producing source.
32. Destruction: In the event the Leased Space, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the City, the City, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said Leased Space to as good a condition as it was in prior to such damage or destruction. The City's responsibility in this respect should be limited to the amount of insurance proceeds received by the City because of the damage or destruction. A just and proportionate part of the payments described in paragraph five (5) herein shall be suspended or proportionately abated in accordance with use until the Leased Space is put in complete repair. If the Leased Space shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not

January 1, 2025

covered by insurance, this lease agreement shall be subject to cancellation at the option of the City by giving the Theater written notice of cancellation within twenty (20) days after the date of such damage or destruction. If no notice of cancellation is given as aforesaid, or if the Leased Space is not substantially damaged or destroyed, this lease shall remain in full force and effect, and the City shall proceed immediately with due diligence to repair, restore, and replace the Leased Space to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that The Theater's obligation to pay hereunder shall abate during the period of the City's repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.

- 17. Rules And Regulations: The City reserves the right to promulgate rules and regulations concerning occupancy of the Complex. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the Theater and other tenants.
- 18. Notices: Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The City hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The Theater hereby designates its address as 201 E. Wyatt Earp Blvd., Dodge City, KS 67801.
- 19. Binder: This agreement shall be binding on the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties on this _____ day of _____, 20__, hereunto set their hands.

CITY OF DODGE CITY, A MUNICIPAL CORPORATION

By: _____

Jeffery J. Reinert, Mayor

DEPOT THEATER, INC.

By: 

Mike Salem, President

Attest:

By: _____

Connie Marquez, City Clerk

Attest:

By: 

Gayla Roderbur, Secretary

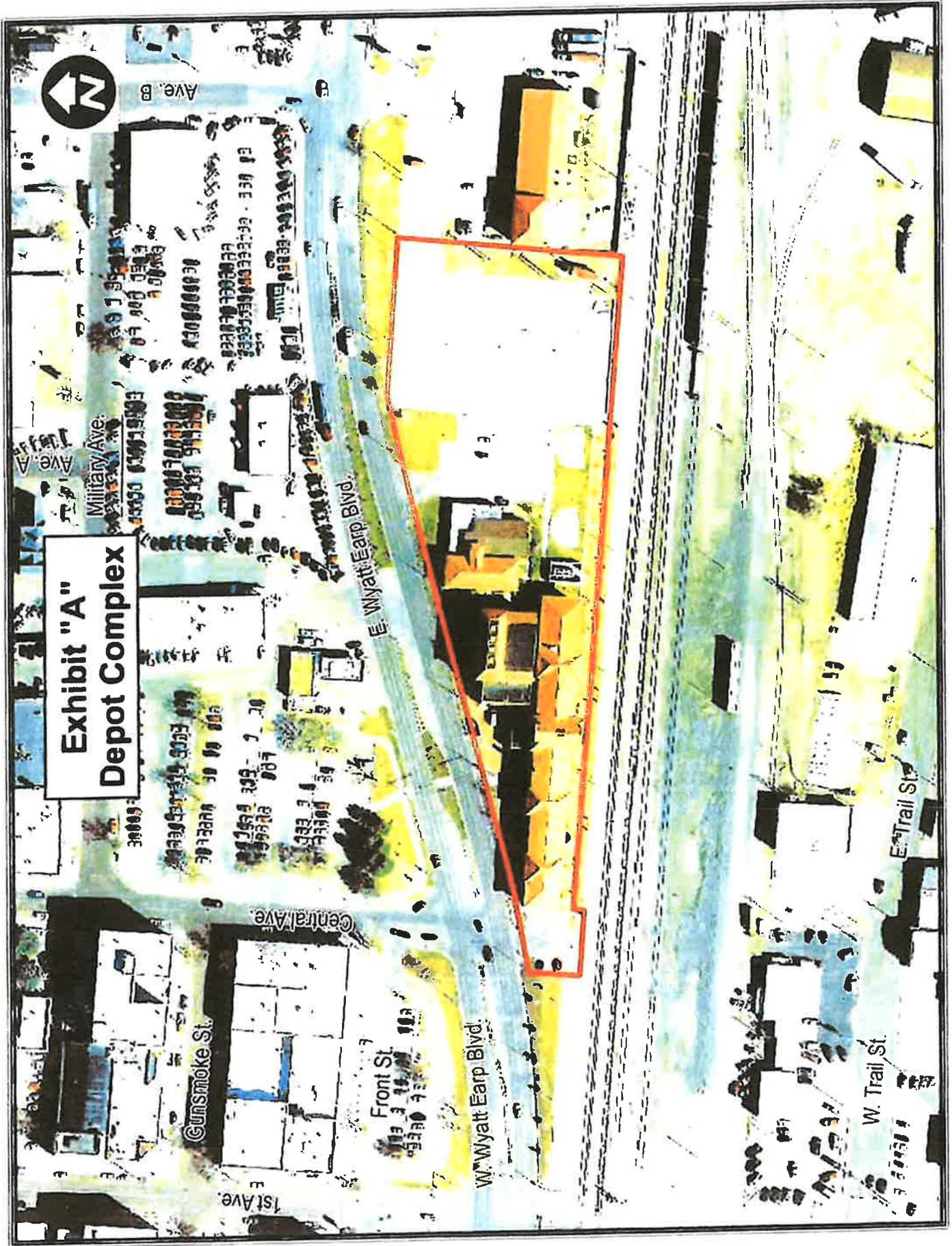
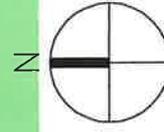


Exhibit "A"
Depot Complex

Space Allocation

	Space				Total	Pct. Allocated
	1st	2nd	3rd	2nd Floor Common		
City	5,230	122	1,106		6,458	20.3%
Transportation	1,610				1,610	5.1%
CVB		755		1,300	2,055	6.5%
Chamber		872		1,300	2,172	6.8%
Development Corp		1,070	428	1,300	2,798	8.8%
Depot Theater	10,795	4,977			15,772	49.5%
Guild		254			254	0.8%
Amtrack	715				715	2.2%
Total Building Space	18,350	8,050	1,534	3,900	31,834	100%

Total Building Space 31,834

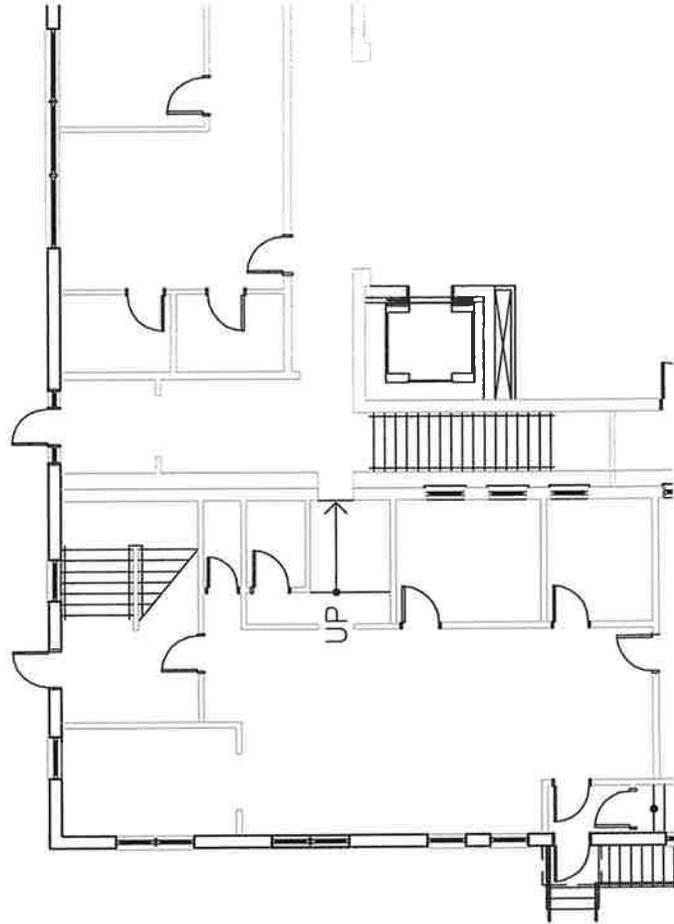


THIRD LEVEL FLOOR PLAN

A

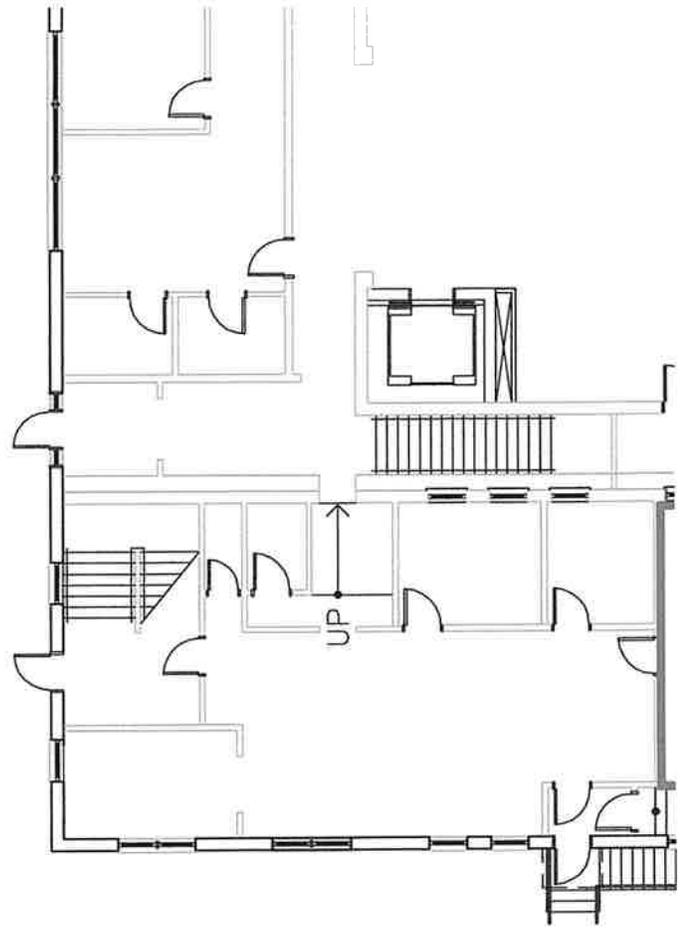
0' 4' 8' 16' 24' 1/16" = 1'-0"

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1

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1

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Exhibit E

City of Dodge City - Fixed Assets - 2021

Date: 2/9/2022

Asset Group	Asset Cat	Asset Class	Asset Id	Asset Tag Number	Asset Description	District Code	Purchase Cost	Status	Comment Line	Installed Date	Sub-Account	
ST..	M&E	VEH	000000000002111		2007 Chevrolet Silverado Truck	5320...	\$17,099.00	F		1/21/2011	165GG	
	OTHE	OTHER	000000000003260		Gates-Aluminum (12)		\$8,500.00	A		4/6/2017	170GG	
	OTHE	OTHER	000000000003261		Sink-Portable Handwash		\$2,450.00	A		3/23/2017	170GG	
	OTHE	OTHER	000000000003329		Metal Detectors(handheld) x 8		\$1,199.00	A		1/5/2018	165GG	
	OTHE	OTHER	000000000003421		Bird Netting		\$2,100.00	A		10/15/2018	165GG	
	OTHE	OTHER	000000000003687		Victory Electro Back Pack Spra		\$3,079.57	A		6/30/2020	165GG	
							\$42,091,802.00					
	BLDG	BLDG	000000000002841		Depot - Harvey House Dorm	5340	\$576,985.14	A		1/1/2015	163GG	
	BLDG	BLDG	000000000002905		Depot Building		\$7,518,732.00	A		1/1/2015	163GG	
	BLDG	IMP	000000000002906		Depot Theater Sign		\$9,340.24	A		1/1/2015	163GG	
	BLDG	IMP	000000000003245		Build out of Depot-2nd floor		\$736,716.02	A		5/1/2017	163GG	
	IMP	IMP	000000000002842		Parking Lot, Landscaping, Irr		\$792,395.35	A		1/1/2015	164GG	
	IMP	IMP	000000000002843		Storm sewer and drain line		\$56,504.65	A		1/1/2015	164GG	
	IMP	IMP	000000000002844		Ornamental Fence		\$29,700.00	A		1/1/2015	164GG	
	IMP	IMP	000000000002845		Sundials		\$32,100.00	A		1/1/2015	164GG	
	IMP	IMP	000000000002846		Outside lighting		\$91,000.00	A		1/1/2015	164GG	
	IMP	IMP	000000000002847		Benches & Receptacles		\$10,200.00	A		1/1/2015	164GG	
	IMP	IMP	000000000002848		Railroad Tracks for Caboose		\$11,550.00	A		1/1/2015	164GG	
	IMP	IMP	000000000002849		Theater & Lobby Entrance Signs		\$6,177.50	A		1/1/2015	164GG	
	IMP	IMP	000000000002850		Fred Harvey Medallion		\$2,000.00	A		1/1/2015	164GG	
	IMP	IMP	000000000002907		Sante Fe Sign		\$3,848.24	A		1/1/2015	164GG	
	IMP	IMP	000000000002909		Furnaces-4 Energy Effecient		\$41,391.00	A		2/5/2015	164GG	
	LAND	LAND	000000000002851		Harvey House Dormitory land		\$43,500.00	A		1/1/2015	161GG	
	LAND	LAND	000000000002852		Depot Land		\$218,000.00	A		1/1/2015	161GG	
	M&E	CH	000000000002853		NexLink Computer-HVAC		\$777.92	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002854		Theatrical Lighting & Control		\$172,095.00	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002855		Counterweight Fly System		\$25,530.00	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002856		Draperies & drape track for th		\$17,315.00	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002857		Sound System for Theater		\$132,110.00	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002858		Sound System(addl cost)		\$29,051.10	F		1/1/2015	165GG	

City of Dodge City - Fixed Assets - 2021

Asset Group	Asset Cat	Asset Class	Asset Id	Asset Tag Number	Asset Description	District Code	Purchase Cost	Status	Comment Line	Installed Date	Sub-Account
ST...	M&E	EQUIP	000000000002859		fly Rigging Light Equipment	5340...	\$1,935.00	F		1/1/2015	165GG
	M&E	EQUIP	000000000002860		Advance 3 Compartment Sink		\$2,429.99	F		1/1/2015	165GG
	M&E	EQUIP	000000000002861		Kolpack Walk-In Freezer		\$14,050.60	F		1/1/2015	165GG
	M&E	EQUIP	000000000002862		Metro Dish Cart		\$1,224.83	F		1/1/2015	165GG
	M&E	EQUIP	000000000002865		Salvajor Disposer		\$1,367.00	F		1/1/2015	165GG
	M&E	EQUIP	000000000002866		Kemlee Soiled Dish Table		\$2,870.71	F		1/1/2015	165GG
	M&E	EQUIP	000000000002867		Globe Food Slicer		\$2,810.56	F		1/1/2015	165GG
	M&E	EQUIP	000000000002868		Advance Work Table w/drawer		\$1,574.79	F		1/1/2015	165GG
	M&E	EQUIP	000000000002869		Metro Heater/Proofer		\$1,908.34	F		1/1/2015	165GG
	M&E	EQUIP	000000000002870		Hobart Food Mixer		\$6,672.07	F		1/1/2015	165GG
	M&E	EQUIP	000000000002871		Advance Prep Table, Bakers Top		\$1,066.26	F		1/1/2015	165GG
	M&E	EQUIP	000000000002872		Garland Convection Oven, Gas		\$8,193.27	F		1/1/2015	165GG
	M&E	EQUIP	000000000002873		Garland 36" Gas Range		\$3,202.07	F		1/1/2015	165GG
	M&E	EQUIP	000000000002874		Garland Convection Oven, Gas M		\$9,828.21	F		1/1/2015	165GG
	M&E	EQUIP	000000000002875		Cleveland Electric Kettle		\$5,183.68	F		1/1/2015	165GG
	M&E	EQUIP	000000000002876		Garland Gas Deck-Type Broiler		\$9,891.64	F		1/1/2015	165GG
	M&E	EQUIP	000000000002877		Electric Tilting Skillet		\$9,278.12	F		1/1/2015	165GG
	M&E	EQUIP	000000000002878		True Refrigerator, Reach in Mo		\$1,803.35	F		1/1/2015	165GG
	M&E	EQUIP	000000000002879		Eagle Hot Food Serving Counter		\$1,738.83	F		1/1/2015	165GG
	M&E	EQUIP	000000000002881		True Reach-In Refrigerator		\$2,362.18	F		1/1/2015	165GG
	M&E	EQUIP	000000000002882		Kemlee Work Table - 30" x 60"		\$2,099.72	F		1/1/2015	165GG
	M&E	EQUIP	000000000002883		Kemlee Work Table - 24" x 60"		\$1,678.68	F		1/1/2015	165GG
	M&E	EQUIP	000000000002884		Theater Linens		\$1,942.58	F		1/1/2015	165GG
	M&E	EQUIP	000000000002885		Banquet Linens		\$5,118.15	F		1/1/2015	165GG
	M&E	EQUIP	000000000002886		Racks, Silverware		\$1,451.22	F		1/1/2015	165GG
	M&E	EQUIP	000000000002887		Coffee Carafes, Sugar Disp, ec		\$2,216.51	F		1/1/2015	165GG
	M&E	EQUIP	000000000002888		Ice Machine		\$2,734.00	F		1/1/2015	165GG
	M&E	EQUIP	000000000002889		Grease Trap		\$4,268.39	F		1/1/2015	165GG
	M&E	EQUIP	000000000002890		100 Gallon Hot Water Heater		\$5,676.92	F		1/1/2015	165GG
	M&E	EQUIP	000000000002891		100 Gallon Hot Water Heater		\$6,500.00	A		1/1/2015	165GG
	M&E	EQUIP	000000000002892		Caboose, Caboose Refurbishment		\$21,512.40	F		1/1/2015	165GG

City of Dodge City - Fixed Assets - 2021

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	M&E	EQUIP	000000000002860		Advance 3 Compartment Sink		\$2,429.99	F		1/1/2015	165GG
	M&E	EQUIP	000000000002861		Kolpack Walk-In Freezer		\$14,050.60	F		1/1/2015	165GG
	M&E	EQUIP	000000000002862		Metro Dish Cart		\$1,224.83	F		1/1/2015	165GG
	M&E	EQUIP	000000000002865		Salvajor Disposer		\$1,367.00	F		1/1/2015	165GG
	M&E	EQUIP	000000000002866		Kemlee Soiled Dish Table		\$2,870.71	F		1/1/2015	165GG
	M&E	EQUIP	000000000002867		Globe Food Slicer		\$2,810.56	F		1/1/2015	165GG
	M&E	EQUIP	000000000002868		Advance Work Table w/drawer		\$1,574.79	F		1/1/2015	165GG
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	M&E	EQUIP	000000000002874		Garland Convection Oven, Gas M		\$9,828.21	F		1/1/2015	165GG
	M&E	EQUIP	000000000002875		Cleveland Electric Kettle		\$5,183.68	F		1/1/2015	165GG
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	M&E	EQUIP	000000000002878		True Refrigerator, Reach in Mo		\$1,803.35	F		1/1/2015	165GG
	M&E	EQUIP	000000000002879		Eagle Hot Food Serving Counter		\$1,738.83	F		1/1/2015	165GG
	M&E	EQUIP	000000000002881		True Reach-In Refrigerator		\$2,362.18	F		1/1/2015	165GG
	M&E	EQUIP	000000000002882		Kemlee Work Table - 30" x 60"		\$2,099.72	F		1/1/2015	165GG
	M&E	EQUIP	000000000002883		Kemlee Work Table - 24" x 60"		\$1,678.68	F		1/1/2015	165GG
	M&E	EQUIP	000000000002884		Theater Linens		\$1,942.58	F		1/1/2015	165GG
	M&E	EQUIP	000000000002885		Banquet Linens		\$5,118.15	F		1/1/2015	165GG
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	M&E	EQUIP	000000000002889		Grease Trap		\$4,268.39	F		1/1/2015	165GG
	M&E	EQUIP	000000000002890		100 Gallon Hot Water Heater		\$5,676.92	F		1/1/2015	165GG
	M&E	EQUIP	000000000002891		100 Gallon Hot Water Heater		\$6,500.00	A		1/1/2015	165GG
	M&E	EQUIP	000000000002892		Caboose, Caboose Refurbishment		\$21,512.40	F		1/1/2015	165GG

City of Dodge City - Fixed Assets - 2021

Asset Group	Asset Cat	Asset Class	Asset Id	Asset Tag Number	Asset Description	District Code	Purchase Cost	Status	Comment Line	Installed Date	Sub-Account	
ST...	M&E	EQUIP	000000000002898		Security System	5340...	\$3,856.76	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002899		Dehumidifiers		\$1,256.82	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002900		Machine & Pin Pad		\$1,011.55	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002901		Misc Small Furnishings for Dep		\$3,627.80	F		1/1/2015	165GG	
	M&E	EQUIP	000000000002902		Depot Furnishings		\$21,710.97	F		1/1/2015	165GG	
	M&E	EQUIP	000000000003165	DC1483	TV - Sony 65" Led TV		\$1,500.00	A	Training Room	5/2/2017	165GG	
	M&E	EQUIP	000000000003166	DC1484	TV - Sony 65" Led TV		\$1,500.00	A	Conference room	5/2/2017	165GG	
	M&E	EQUIP	000000000003167	DC1485	TV - Sony 65" Led TV		\$1,500.00	A	Conference room	5/2/2017	165GG	
	M&E	EQUIP	000000000003241	DC1639	Refrigerator-General Electric		\$1,699.75	A	Conference room	3/23/2017	165GG	
	M&E	EQUIP	000000000003242	DC1638	Shelving for Storage Room		\$4,252.59	A		5/8/2017	165GG	
	M&E	EQUIP	000000000003428		Split Cooling Unit		\$7,288.00	A		4/5/2018	165GG	
	M&E	EQUIP	000000000003430		Water Softner		\$2,742.00	A		4/26/2018	165GG	
	M&E	FURF	000000000002893		Motor Cars		\$3,300.00	F		1/1/2015	165GG	
	M&E	FURF	000000000002894		Theater Chairs x 170		\$44,030.00	F		1/1/2015	165GG	
	M&E	FURF	000000000002895		Banquet Chairs x 150 - Emerald		\$7,377.47	F		1/1/2015	165GG	
	M&E	FURF	000000000002896		Banquet Tables		\$9,812.43	F		1/1/2015	165GG	
	M&E	FURF	000000000002897		Tables in Theater		\$2,833.58	F		1/1/2015	165GG	
	M&E	FURF	000000000003244	DC1635	Wooden Blinds-46 Parkland 2"		\$7,995.23	A		2/13/2017	165GG	
	M&E	FURF	000000000003568		Story Boards and Stands x 4		\$1,200.00	A		12/1/2019	170GG	
	M&E	OFC	000000000002903		Wood Blinds		\$2,200.00	F		1/1/2015	165GG	
	M&E	OFC	000000000002904		Roller Shades		\$3,144.00	F		1/1/2015	165GG	
	M&E	OFC	000000000003243	DC1637	Tables-Custom made (3)		\$3,600.00	A		8/3/2017	170GG	
	M&E	OFC	000000000003567	DC1928	AED		\$1,345.00	A		2/22/2019	165GG	
	OTHE	OTHER	000000000002908		Bird Spikes		\$1,433.04	A		1/1/2015	170GG	
	OTHE	OTHER	000000000003246		Awning- Train Station-7Hx4'Px8W		\$3,968.16	A		6/1/2017	170GG	
	OTHE	OTHER	000000000003429		Awning - Kitchen entrance		\$2,955.25	A		5/15/2018	170GG	
	OTHE	OTHER	000000000003779	3427	Hobart Dishwasher		\$15,400.00	A		3/1/2021	165GG	
							\$10,864,149.63					
	BLDG	BLDG	000000000003089		Outdoor Aquatics Facility	5350	\$13,453,696.00	A		5/3/2016	163GG	
	BLDG	BLDG	000000000003256		Storage Shed for Chemicals		\$2,545.00	A	LBL-outside Filter B	3/15/2017	163GG	



Depot Theater New Lease Agreement Highlights:

1. All references to Depot Theater, Inc. say either “Depot Theater, Inc.” or “the Theater” or “Theater”).
2. “Leased Space” is defined to encompass both the Depot space (“Depot”) and the Homestead space (“Homestead”) *see paragraph 3.*
3. Rent: No rent shall be charged for Depot or Homestead.
 - (a) No utilities will be charged for Depot
 - (b) Utilities will be charged for Homestead
4. Consideration to City:
 - (a) **Ticket Facilities Charge**: \$1.00 from each ticket. (Due monthly)
 1. A “Ticketed Event” shall mean an event hosted by the Theater for any performance or activity for which a ticket for admission is required and from which the Theater is entitled to revenue therefrom and which takes place within the Complex as described herein. A Ticketed Event shall not mean a fundraising event for the benefit of the Theater or the Theater Guild.
 2. In the event the Theater splits revenue with a third-party organization on ticket sales (aka, a “ticket split”), the Theater may in its discretion negotiate whether the third party shall contribute to the payment of the City’s facilities charge as described herein; however, a ticket split shall not negate the Theater’s obligation to charge and pay the facilities charge as described in this section.
 - (b) **Rental Events**: Must use Leased Space as Rental Event space at least 10 times per calendar year. (anywhere in leased space, not just Homestead. Rental Events in Common Areas may contribute to this number). Should the Theater fail to facilitate at least ten (10) Rental Events in a calendar year, the Theater shall pay the City one hundred dollars (\$100.00) for each Rental Event below the required minimum, and such payment shall be due within thirty (30) days following the end of the calendar year. In the City’s discretion, should the Theater fail to demonstrate reasonable effort to facilitate at least ten (10) Rental Events in a calendar year, even when the Theater makes the payment described herein, the City shall have the right to renegotiate this agreement by providing written notice of its intent to do the same.

City paid \$100 per day of Rental Event and \$10 per hour of hourly rental.

 1. Minimum fees:
 1. Lobby/El Vaquero
 1. Weekend: \$750 w/ \$500 deposit
 2. Per day: \$500 up front
 3. Per-hour (no more than three hours): \$50/hr

Depot Theater

4. Weekend: \$950 w/ \$500 deposit
 5. Per day: \$700 up front
 6. Per hour: no per-hour option. Per-day minimum
2. Theater+Lobby+El Vaquero
 1. Weekend: \$1,500 w/ \$500 deposit
 2. Per day: \$800
 3. No per-hour option. Per-day minimum.
3. Homestead
 1. Not charging fee on Homestead until mutually agreed the Homestead is in a “turn-key” position.
 2. Weekend: \$750 w/ \$500 deposit
 3. Per day: \$500 up front
 4. Per hour: \$50/hr.
 2. “Rental Event” defined: “Rental Event” shall mean any event organized by or through the Theater held within or upon the Complex, for which use a rental fee is charged and payment due by a third-party.
 3. Rent is due anytime space is occupied. “Occupying Space” defined: “Occupying space” shall mean the use or presence by a third party of any person, group, or property, including but not limited to equipment, structures, or setups within the Leased Space including temporary or permanent installations for events, activities, or any other purpose utilizes the Leased Space. Rent shall be charged to any third party engaging in Occupying Space within Leased Space.
 4. Theater must provide personnel, security, and custodial services for Rental Events.
- (c) **Common Area Events:** Use of Dining room and Lobby for Rental Events.
1. Must coordinate use for Rental Event with City.
 2. Must provide custodial services for events.
 3. City events shall have priority in this space in the event of a conflict.
- (d) **City Use of Leased Space:** City and “Authorized User” may reserve Leased Space for no rental charge, when coordinated with Theater. “Authorized User” = agencies of the City or tenants of the City renting space within the Complex.
5. Alcohol Security Charge = \$200 (was \$125 in prior draft).
 6. Food Service:
 - (a) Theater has option to provide food service for special events it coordinates.
 - (b) When Theater organizes special events, Theater may prohibit outside food for that event. (unless the City is the customer).
 - (c) City will give Theater first opportunity to provide food service but does not have to use Theater’s food service.

- (d) If City uses Theater's food service, City will pay normal fee for the service.
 - (e) Theater does not have to pay City any portion of its income on food service.
7. Bar Area
- (a) Theater responsible for bar, including all inventory and maintenance.
 - (b) Theater keeps all bar income and does not owe the City for any bar income.
 - (c) Theater shall take into consideration scheduling and use of the Lobby area when scheduling bar hours (i.e., Theater should provide bar service for events held in Lobby/Dining Room when requested, but bar service is at Theater's discretion).
8. Kitchen and Homestead improvements (paragraphs 10 and 11): the City will facilitate improvements and renovation to these areas.
9. Utilities: City responsible for most utilities. Theater will pay Homestead utilities. Theater will owe Depot Leased Space utilities if the Theater breaches agreement.
10. Agreed Upon Accounting Procedures: instead of an audit, the Theater will engage an accounting firm to perform annual agreed upon procedures (procedures agreed in consultation with the City)
11. Quarterly Reports: Quarterly Reports required on the schedule laid out in paragraph 16.
12. Keys: Seven keys provided. Theater pays for replacements.
13. Custodial Services:
- (a) For Common Areas:
 - 1. Primarily the responsibility of the City, except when the Theater organizes a Rental event. In that instance, the Theater shall provide custodial services to restore the normal condition of the area.
 - (b) For Leased Space:
 - 1. Theater's responsibility.
14. Tenant Liability Insurance Required. This is standard language from other City leases, but is a new provision in this agreement.
15. Asset List: Exhibit E will need to be updated (equipment lists)
16. Monthly Meeting. Instead of a City designee being on the board of directors, the board will have a monthly meeting with a city designee.
17. New destruction paragraph (paragraph 30). Adding standard language clarifying it is the City's responsibility to make repairs/decisions in the event of a force majeure causing destruction to the leased space.



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Bradley Hines, Fire Chief

Date: March 31, 2025

Subject: Approval of Bunker Gear

Agenda Item: New Business

Recommendation: I recommend the approval of the bid for Morning Pride bunker gear from Delta Fire & Safety Incorporation for 25 sets of bunker gear at a cost of \$99,750.00. \$100,000.00 was approved in the 2025 budget for new bunker gear.

Purpose: The purpose is to provide a second set of bunker gear for each firefighter. After fires and winter when their gear gets wet and often frozen, firefighters would have a second set of gear while their primary gear thaws, is cleaned and dried. This prevents having to wear their dirty, wet, contaminated gear the remainder of the shift after a fire, which reduces their exposure to carcinogens that can cause cancer.

Background: Every year we have fires calls where firefighters must wear dirty and/or wet gear for the rest of their shifts after a fire, exposing them to all the carcinogens. Smoke, toxic combustion products, and other cancer-causing agents are just to name a few which are produced by the burning of materials. Cancer is the second leading cause of death for firefighters in the U.S. (NFPA.org). According to NFPA 1851, structural firefighting gear and its elements should be retired no more than 10 years from the date of manufacture. We will still need to replace gear every year, due to buying only a few sets every year for the current sets that are expiring. This will provide them with a second set to be rotated out while their other sets are being cleaned. The 24 sets of gear that we will be purchasing with this approved bid will have to be replaced in 10 years.

I recommend going with the Morning Pride Gear from Delta Fire & Safety. We have a quote for \$3,990.00 per set, which includes the bunker coat and bunker pants and is under budget. Delta Fire and Safety has an authorized repair shop for fire bunker gear, which keeps the gear NFPA compliant. In the past we would take our gear to the local sewing company for repairs. Also, while the gear is getting altered or patched up, and cleaned, Delta provides free loaner gear if we buy the gear from them. Morning Pride Gear is custom, meaning it is made for the person that is going to wear it. A representative from the Delta Fire & Safety comes to the station and measures each person. Eno Tech and Lion gear are more just off the shelf per say, meaning that they measure each person, then go to their warehouse and pull the gear that is closest to that measurement and get it off the shelf.

City Commission Options:

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

Financial Considerations: These purchases are budgeted through the Capital Equipment Program Outline, with \$100,000 allocated to provide a second set of gear for each firefighter.

Amount: \$99,750.00

Fund: 001 Dept: 22100 Expense Code: 441010

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: Three Quotes. Morning Pride Gear from Delta Fire & Safety for \$3,990.00 per set. Eno Tech Gear from WEIS Fire for \$3,855.70 per set. Lion Gear from GALLS for \$3,990.00 per set.

Approved for the Agenda by:

Bradley Hines, Dodge City Fire Chief

Sales Quote

QUOTE-6504



February 14, 2025

Bill To Address
Dodge City Fire Department
201 Soule Street
P.O. Box 880
Dodge City, KS 67801-0880

Ship-to Address
Dodge City Fire Department
201 Soule Street
P.O. Box 880
Dodge City, KS 67801-0880

Delta Fire & Safety Inc.
3159 Summit Dr.
Port Neches, TX 77651
USA

Valid to
March 16, 2025

Salesperson
John House

Contract

No.	Description	Quantity	Unit Price	Line Amount
HONEYWELL	KSDODG00012	1	\$2,295.00	\$2,295.00
	MORNING PRIDE TAILS			
	KOMBAT FLEX 7			
	TITANIUM SL2 BLUE			
	STEDAIR 4000			
HONEYWELL	KSDODG00013	1	\$1,695.00	\$1,695.00
	PRO FIT PANT			
	KOMBAT FLEX 7			
	TITANIUM SL2 BLUE			
	STEDAIR 4000			
			Subtotal	3,990.00
			Total Tax	0.00
			Total \$	3,990.00

Freight:

Weis Fire & Safety Equipment, LLC.

111 E Pacific Ave
 Salina, KS 67401
 (785) 825-9527 Fax (785) 825-9538
 www.weisfiresafety.com



WFE QUOTATION

DATE	QUOTE #
2/25/2025	9348

Name / Address
DODGE CITY FIRE DEPT 201 SOULE DODGE CITY, KS 67801

ATTN:
DODGE CITY FIRE DEPT 201 SOULE DODGE CITY, KS 67801

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	INN-QUO COAT	COAT PER QUOTE ID # QUO-101608-D5D1L	2,232.60	2,232.60
1	INN-QUO PANT	PANT PER QUOTE ID # QUO-101608-D5D1L FREIGHT INCLUDED LEAD TIME 9 - 12 WEEKS CAPTAIN, IF YOU HAVE ANY QUESTIONS, OR IF YOU WOULD LIKE TO PLACE AN ORDER, PLEASE DO NOT HESITATE TO CONTACT ME BY PHONE OR EMAIL. THANK YOU, BRENTON BOESE	1,623.10	1,623.10
Due to shortages of raw materials, volatility of the market and conditions out of our control, delivery times are estimated and could be extended. Price quotes are only good for two weeks. Freight costs provided are estimates only and are subject to change. Prices quoted herein are based on current costs, including existing tariff rates, at the time of the quote. In the event of any increase in tariff direct or indirect, import duties, taxes or similar charges imposed by government authorities after the issuance of this quote, we reserve the right to adjust the quoted prices accordingly to reflect such changes.			Notwithstanding anything to the contrary in any terms governing the sale of Products or otherwise, Buyer agrees that (1) Seller's ability to supply Products may be impacted by the 2019 novel coronavirus (COVID-19) and resulting events and circumstances, and as a material condition of Seller's acceptance of the order, Buyer assumes such risk. (2) Seller is only obligated to use reasonable efforts to meet any requested delivery date, and shall not be liable for any failure to do so and (3) during any period when demand for Products exceeds Seller's supply or Seller is otherwise unable to supply ordered quantities (whether due to circumstances referenced above or otherwise), Seller may allocate any available Products or production resources on such basis as Seller deems fair and reasonable, including to contract customers and/or for internal uses.	
Subtotal			\$3,855.70	
Sales Tax (0.0%)			\$0.00	
Total			\$3,855.70	



Quote

Customer: (5292054) DODGE CITY FIRE DEPT
Date: 03/13/2025
Sales Rep: CUSTOMER EXPERIENCE

Page 1 of 1
Quote Number: 28494647
Quote Expiration: 04/12/2025

Sold To:
DODGE CITY FIRE DEPT
PO BOX 880
DODGE CITY, KS 67801-0880
CURTIS HOLECEK

Ship To:
DODGE CITY FIRE DEPT
201 SOULE ST
DODGE CITY, KS 67801
CURTIS HOLECEK

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	FE1616 GLD 42 REG	LION GALLS SPEC MENS FLEX 7 TURNOUT COAT	1		2,375.00	2,375.00
2	FE1617 GLD 38 REG	LION GALLS SPEC MENS FLEX 7 TURNOUT PANT	1		1,575.00	1,575.00

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 3,950.00
SHIPPING: 40.00
TAX.....
TOTAL...: 3,990.00

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: March 31, 2025
Subject: Approve Payment for Temporary Construction and Permanent Easements for Gunsmoke/Comanche St. Trail Extension, PK 2202
Agenda Item: New Business

Purpose: The purpose of this is to approve the payment for the temporary construction, permanent easements, and cost to cure required for the construction of the Gunsmoke/Comanche St. Trail extension.

Recommendation: Approve the purchase price for the temporary construction and permanent easements for the Gunsmoke/Comanche St. Trail extension.

Background: The City needed to acquire several temporary construction easements and permanent easements for the construction of the Gunsmoke/Comanche St. 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 to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition.

City Commission Options:

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

Financial Considerations: The negotiated temporary construction easements, permanent easements, and cost to cure offers follow:

All American Meat, Inc. (Farmer's Market)	\$18,150.00
Glen I. Kerbs	\$ 8,340.00
TOTAL	\$26,490.00

Amount \$: 26,490.00

Total cost of the TCE, PE, and Cost to Cure for the project is \$30,315.00 to date.

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: Signing the Contract for purchase of the Temporary Construction and Permanent Easement

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

Attachments: Contracts for the purchase of the Temporary Construction (TCE), Permanent (PE) Easement, and Cost to Cure.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CONTRACT FOR PURCHASE OF INTERESTS IN REAL ESTATE

THIS CONTRACT is made and entered into this ____ day of _____ 2025,
by and between the City of Dodge City, Kansas, a Municipal Corporation, hereinafter
referred to as the "City" and All American Meat, Inc., hereinafter referred to as "Seller".

WHEREAS, Seller is the owner of a tract of real estate (the "Real Estate"),
described, as follows:

A tract of land in Lot 1, Block 1, St. Anthony Addition, Dodge City, Ford County,
Kansas described as follows:

Beginning at the Southwest Corner of Lot 1, Block 1, St. Anthony Addition; thence
N 01°28'46" E 16.10 feet; thence
S 88°51'45" E 2.81 feet; thence
S 01°08'15" W 5.47 feet; thence
S 88°06'05" E 31.09 feet; thence
S 73°29'10" E 40.92 feet; thence
N 88°22'06" W 73.46 feet to the point of beginning, containing 582 square feet.
Tim Sloan, PLS 783, June 7, 2024.

AND

A tract of land in Lot 1, Block 1, St. Anthony Addition, Dodge City, Ford County,
Kansas described as follows:

Beginning at the Southeast Corner of Lot 1, Block 1, St. Anthony Addition; thence
N 88°22'06" W 135.34 feet; thence
N 82°36'37" E 99.23 feet; thence
S 89°21'14" E 37.07 feet; thence
S 00°38'46" W 16.20 feet to the point of beginning, containing 1,353 square feet.
Tim Sloan, PLS 783, June 7, 2024.

AND

A tract of land in Lot 1, Block 1, St. Anthony Addition, Dodge City, Ford County,
Kansas described as follows:

Beginning at a point that is N 01°28'46" E 16.10 feet from the Southwest Corner of Lot
1, Block 1, St. Anthony Addition; thence
N 01°28'46" E 1.00 feet; thence

S 88°51'45" E 3.80 feet; thence
S 01°08'15" W 5.48 feet; thence
S 88°06'05" E 30.23 feet; thence
S 73°29'10" E 44.81 feet; thence
N 88°22'06" W 3.89 feet; thence
N 73°29'10" W 40.92 feet; thence
N 88°06'05" W 31.09 feet; thence
N 01°08'15" E 5.47 feet; thence
N 88°51'45" W 2.81 feet to the point of beginning, containing 82 square feet.
Tim Sloan, PLS 783, June 7, 2024.

AND

A tract of land in Lot 1, Block 1, St. Anthony Addition, Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 00°38'46" E 16.20 feet from the Southeast Corner of Lot 1, Block 1, St. Anthony Addition; thence
N 89°21'14" W 37.07 feet; thence
S 82°36'37" W 99.23 feet; thence
N 88°22'06" W 12.76 feet; thence
N 82°36'41" E 69.31 feet; thence
N 18°07'09" E 18.28 feet; thence
N 46°15'22" E 45.99 feet; thence
S 89°58'39" E 41.10 feet; thence
S 00°38'46" W 46.09 feet to the point of beginning, containing 3,135 square feet.
Tim Sloan, PLS 783, June 7, 2024.

Subject to easements and restrictions of record.

WHEREAS, Seller desires to sell, and the City desires to purchase a temporary easement (the "Temporary Construction Easement") over, across, under and through the Real Estate for the purpose of constructing a sidewalk on the street adjacent thereto; and,

WHEREAS, Seller desires to sell, and the City desires to purchase a

permanent easement (the "Permanent Easement") over, across, under and through the Real Estate; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Seller hereby agrees to sell and the City hereby agrees to purchase the interests in real estate, as set forth above.

2. As consideration for its acquisition of said easement(s), the City shall pay the sum of Thirteen Thousand One Hundred Fifty (\$18,150.00) rounded. The total purchase price is itemized, as follows: \$2,575.00 for acquisition of Temporary Construction Easement; and \$7,740.00 for acquisition of the Permanent Easement; and, \$7,835.00 for the cost to cure for concrete curbing, landscaping and parking lot striping and marking. Parties agree Seller is responsible for re-striping the parking lot after construction. The agreed upon parking lot layout is included as Exhibit A with this agreement. The purchase price shall be paid by the City to Seller at closing.

3. This Contract will be closed at the office of the hereinafter named escrow agent, or at such other place as shall be mutually agreed upon by the parties, on or before the 30th day of March, 2025, or as soon thereafter as possible, hereinafter sometimes referred to as the "Closing", or the "Closing Date".

4. a. Seller shall execute the Temporary Construction Easement to the City over, across, under and through the Real Estate. Said easement shall exist for a period of two (2) years from and after the Closing, and shall be for the purpose of use

by the City, its representatives, agents, assigns and contractors as a work and safety area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incidental to the construction of a sidewalk on the adjacent street right of way. The Easement Area to be restored to its condition as of the date of the acquisition. Access to the remaining property may be restricted or closed during portions of the period of the Temporary Easement.

b. Seller shall execute the Permanent Easement to the City over, across, under and through the Real Estate. Said Permanent Easement shall be for the purpose of constructing, reconstructing, maintaining, repairing, inspecting, and using sidewalks. The portion of said easement related to sidewalks shall be for the benefit of the public and the right of pedestrian travel shall be granted to the public over, upon, across, in and through the described tract, as a part of said easement. The term "pedestrian travel" shall include all forms of travel lawfully permitted upon sidewalks.

c. The above mentioned Easements shall be executed by Seller and shall convey said interests to the City free and clear of all encumbrances such that the City's interests shall be superior to all other ownership interests in said Parcels, and shall be deposited with the hereinafter named escrow agent until the City has complied with the terms of this agreement and shall then be delivered to the City. The City shall be entitled to enjoy the use and benefit of all of said easements upon the Closing of this transaction.

5. The parties agree the City of Dodge City, Kansas shall act as the closing agent, and issue payment to the Seller. The City shall be responsible for the costs of the preparation of this Agreement and the Easement documents and the recording of such documents.

6. The City's obligation to purchase the interests set forth above is contingent upon the City satisfying itself, through an inspection of the title records regarding the real estate involved, or through the issuance of a title policy/commitment at the City's option and cost, that the City will enjoy the rights set forth herein, free and clear of all encumbrances, and superior to any other ownership interest in said Parcels. If the City determines that there are defects in the title, the City shall notify the Seller of such defects and if Seller is unsuccessful in removing such defects within a reasonable time, this agreement shall be determined to be null and void and the parties shall be released from all further obligations hereunder. In the event any of the Parcels are encumbered by a mortgage, or lien, the Escrow Agent is hereby authorized to pay over to the holder of such encumbrance any of the funds due to Seller hereunder, in exchange for a release of said encumbrance. The City shall pay all costs associated with their determination of such status of title.

7. The parties agree that the City is a Municipal Corporation with the power of Eminent Domain, and that the City's acquisition of these interests is under the threat of Eminent Domain. Further, the parties agree that the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform

Act) applies to the City's acquisition of the interests, and that the City complied with the provisions thereof as they relate to the City's acquisition.

8. The parties affirmatively state that neither of them has been represented by a realtor and that no real estate commissions are due to anyone as a result of this transaction.

9. The parties agree that time is of the essence of this agreement. This agreement shall be binding upon the parties, their successors and assigns. No amendment or modification of this agreement shall be binding unless it is in writing, and executed with the same formality as this agreement.

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

SELLER:

All American Meat, Inc.

BY:  _____

Name: Robert Garcia

Title: Vice President

PURCHASER:

CITY OF DODGE CITY:

ATTEST:

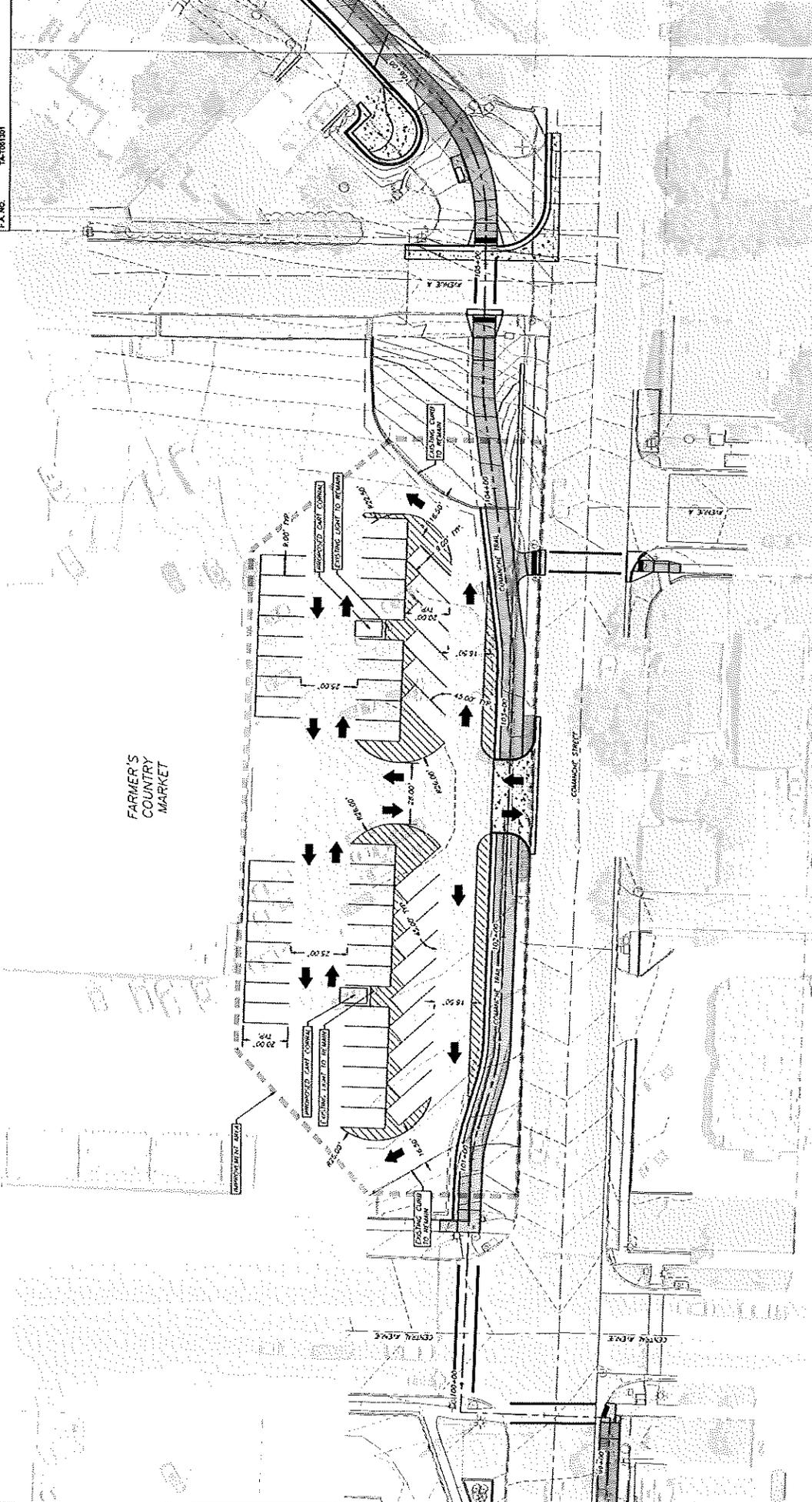
Mayor

City Clerk

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
MARIANA	TC-013-01	2023	#	#
F.A. NO.	TA-1001301			

Exhibit A

FARMER'S COUNTRY MARKET



EXISTING # OF SPOTS IN IMPROVEMENT AREA: 63
 PROPOSED # OF SPOTS IN IMPROVEMENT AREA: 54



MARIANA DEPARTMENT OF TRANSPORTATION

FARMER'S COUNTRY MARKET
 IMPROVEMENTS EXHIBIT

SH. NO. 8

CONTRACT FOR PURCHASE OF INTERESTS IN REAL ESTATE

THIS CONTRACT is made and entered into this 10th day of February 2025, by and between the City of Dodge City, Kansas, a Municipal Corporation, hereinafter referred to as the "City" and Glenn I. Kerbs, hereinafter referred to as "Seller".

WHEREAS, Seller is the owner of a tract of real estate (the "Real Estate"), described, as follows:

A tract of land in Lot 88, Block 51, Fairview Addition, Dodge City, Ford County, Kansas described as follows:

Beginning at the Northwest Corner of Lot 88, Block 51, Fairview Addition; thence S 88°22'06" E 119.00 feet; thence S 01°37'54" W 4.67 feet; thence N 88°22'06" W 51.99 feet; thence S 01°37'54" W 3.13 feet; thence N 88°22'06" W 67.01 feet; thence N 01°37'54" E 7.80 feet to the point of beginning, containing 766 square feet. Tim Sloan, PLS 783, June 7, 2024.

WHEREAS, Seller desires to sell, and the City desires to purchase a temporary easement (the "Temporary Construction Easement") over, across, under and through the Real Estate for the purpose of constructing a sidewalk on the street adjacent thereto; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Seller hereby agrees to sell and the City hereby agrees to purchase the interests in real estate, as set forth above.

2. As consideration for its acquisition of said easement(s), the City shall pay the sum of Three Thousand Two Hundred Fifty (\$8,340.00) rounded. The total

purchase price is itemized, as follows: \$690.00 for acquisition of Temporary Construction Easement; and, \$7,650.00 for the cost to cure for landscaping and irrigation repairs. The purchase price shall be paid by the City to Seller at closing.

3. This Contract will be closed at the office of the hereinafter named escrow agent, or at such other place as shall be mutually agreed upon by the parties, on or before the 28th day of February, 2025, or as soon thereafter as possible, hereinafter sometimes referred to as the "Closing", or the "Closing Date".

4. a. Seller shall execute the Temporary Construction Easement to the City over, across, under and through the Real Estate. Said easement shall exist for a period of two (2) years from and after the Closing, and shall be for the purpose of use by the City, its representatives, agents, assigns and contractors as a work and safety area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incidental to the construction of a sidewalk on the adjacent street right of way. The Easement Area to be restored to its condition as of the date of the acquisition. Access to the remaining property may be restricted or closed during portions of the period of the Temporary Easement.

5. The parties agree the City of Dodge City, Kansas shall act as the closing agent, and issue payment to the Seller. The City shall be responsible for the costs of the preparation of this Agreement and the Easement documents and the recording of such documents.

6. The parties agree that the City is a Municipal Corporation with the power of Eminent Domain, and that the City's acquisition of these interests is under the threat of Eminent Domain. Further, the parties agree that the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) applies to the City's acquisition of the interests, and that the City complied with the provisions thereof as they relate to the City's acquisition.

7. The parties affirmatively state that neither of them has been represented by a realtor and that no real estate commissions are due to anyone as a result of this transaction.

8. The parties agree that time is of the essence of this agreement. This agreement shall be binding upon the parties, their successors and assigns. No amendment or modification of this agreement shall be binding unless it is in writing, and executed with the same formality as this agreement.

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

SELLER:

BY: 

Glenn I. Kerbs

PURCHASER:

CITY OF DODGE CITY:

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: March 31, 2025
Subject: Change Order #1, 2025 Street Reconstruction – Concrete, ST 2502
Agenda Item: New Business

Purpose: The purpose of this change order is to add the construction of a 160' extension to Soule St. to the current contract with Building Solutions, LLC.

Recommendation: Approve Change Order #1 for 2025 Street Reconstruction - Concrete Project for an increase in the amount of \$118,210.25 for an extension of Soule St.

Background: At the February 17, 2025, Commission Meeting, the Commission awarded the 2025 Street Reconstruction Project - Concrete to Building Solutions, LLC. Since that time the Dodge City Community College (DC3) has contacted the City about relocating their CDL Training Facility from their existing south parking lot to a new location behind Sutherlands on campus property. To provide access to the new CDL Facility, Soule St. needs to be extended 160' west into the college property. DC3 has contracted with Building Solutions, LLC to construct the concrete pad for the CDL truck driving course. Both the extension of Soule St. and the concrete pad need to be completed by August 1, 2025, for the 2025 fall semester. With such a small project, staff determined that the most cost-effective option would be to extend the current contract with Building Solutions, LLC to complete the planned extension of Soule St., therefore the Change Order was requested.

In return for the extension of Soule St., the college is working with the City to reserve right-of-way for Soule St. to be extended further west with another right-of-way corridor going north to the intersection of US 50 & Red Demon Dr. all on the college campus.

City Commission Options:

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

Financial Considerations:

Amount \$: 118,210.25

Funds: Street Sales Tax Fund

Budgeted Expense Grant Bonds Other

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

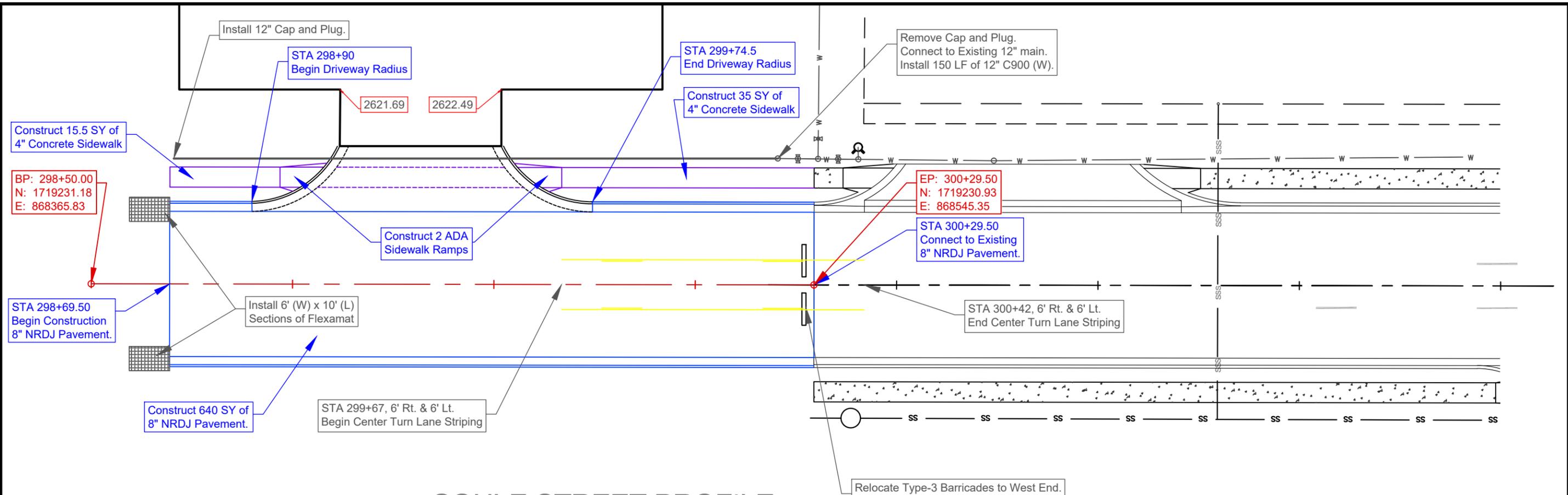
Mission/Values: Approving this change order aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Change Order #1 and Soule ST. extension plan sheet

Approved for the Agenda by:

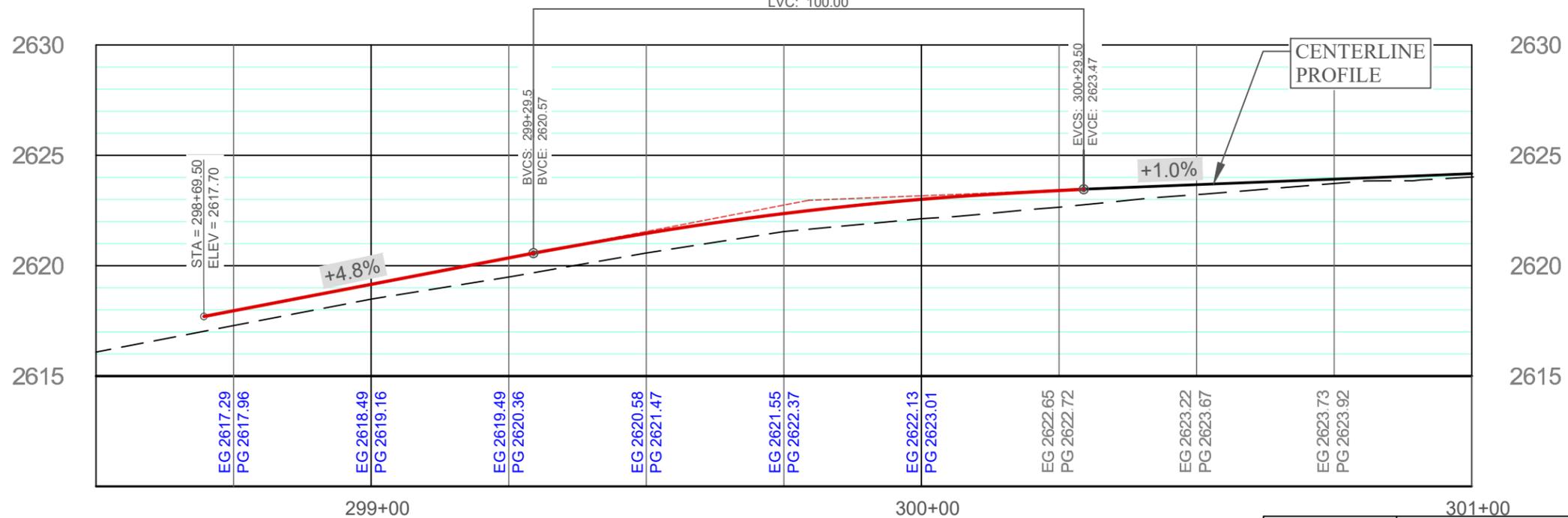
Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



SOULE STREET PROFILE

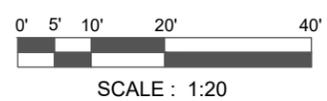
PVI STA: 299+79.5
 PVI ELEV: 2622.97
 K: 26.3
 LVC: 100.00



NOTES:
 THE TYPICAL SECTION OF THE ROADWAY SHALL MATCH THE CROSS-SECTION TO THE EAST. THE STREET IS 36' T-T WITH A 2% CROSS-SLOPE AND CROWN DOWN THE MIDDLE. THE SIDEWALK SHALL BE 5' WIDE AND SLOPE TOWARDS THE STREET AT 2%. THE NEW TRUCK PAD DRIVE SHALL HAVE A 2% CROSS-SLOPE FOR THE SIDEWALK. THE SIDEWALK RAMP'S WILL NOT REQUIRE TRUNCATED DOMES, BUT SHALL BE 8" THICK. INSTALLATION OF THE FLEXAMAT SHALL FOLLOW THE MANUFACTURERS RECOMMENDATIONS AND BE TOED IN NEXT TO THE END OF THE PAVEMENT. IT SHALL ALSO EXTEND 1' BEYOND THE BACK OF THE CURB.

PROJECT CONTROL	
SBM 1: "X" AT TBC ON S ECR OF N CURB OF N ENTRANCE WESTERN STATE BANK	ELEV: 2611.00
N: 1718957.47, E: 869409.45	
SBM 2: "□" AT TBC ON S ECR ON THE WEST CURB OF WEST ENTRANCE OF AMERICAN AG CREDIT	ELEV: 2621.46
N: 1719194.48, E: 869177.23	
HCP 5: ½ X24" REBAR AT SW CORNER OF PROJECT 113.8' NW TO NE "WATER TOWER" PROPERTY CORNER 98.4' N TO S SOULE STREET 183.9' SW TO SE "WATER TOWER" PROPERTY CORNER	ELEV: 2625.08
N: 1719131.96, E: 868849.34	
ALL HCPS ARE ½ I.B., FLUSH WITH GROUND	

DRAWN BY TJR	CITY OF DODGE CITY, KANSAS CITY HALL ENGINEERING DEPARTMENT (620) 225-8106	PROJECT NO
CHECKED BY RS		SHEET OF
DATE 3/25	SOULE STREET EXTENSION PLAN SHEET DCCC – TRUCK LOT STREET EXTENSION Soule Street – DC3 Campus	REVISIONS





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: March 31, 2025
Subject: Updated Biogas Optimization Services Agreements with Kinect Energy & DriveGreen and 45Z Credit Service Agreement with Stratex Ventures, SS 1601
Agenda Item: New Business

Purpose: These agreements strengthen the City's ability to navigate evolving renewable energy markets and regulatory frameworks while maximizing revenue for its biogas to RNG operation.

Recommendation: Approve the Biogas Optimization Services Agreement updates with Kinect Energy & DriveGreen. Approve the 45Z Credit Service Agreement with Stratex Ventures.

Background: The City currently has a joint agreement with Kinect Energy and DriveGreen to provide biogas optimization services. However, due to recent leadership changes at Kinect and their decision to restructure multi-party agreements, the City's existing biogas optimization agreement will be split into two separate agreements which will better define each party's role. Under the revised structure, Kinect will be responsible for invoicing, RIN documentation, and marketing of the City's renewable natural gas (RNG). DriveGreen will continue serving as the City's regulatory consultant, providing updates on regulatory changes & market impacts, assisting with contract negotiations & disputes, and supporting the monetization of the environmental attributes associated with the City's RNG. This restructuring will not impact the City's revenue-sharing rate, as the total environmental attribute value (EAV) share remains at 10%, with 5% allocated to Kinect and 5% to DriveGreen. These agreements will be for one-year terms, automatically renewing annually unless the City provides written notice at least 60 days before January 1st.

In addition to these agreement updates, City staff has been exploring opportunities under IRS Code 45Z, which provides tax credits for producing clean transportation fuel based on the carbon intensity (CI) score of the biogas upgrading facility. This program, currently set to expire at the end of 2027, could provide the City with substantial financial benefits, potentially exceeding \$1 million annually, depending on the facility's CI score and the volume of RNG sold. Given the complexity of securing these credits, Stratex Ventures has proposed a service agreement to assist the City in maximizing its benefits under the 45Z program. Under this agreement, Stratex will support the preparation and submission of the City's IRS application, help obtain a provisional emissions rate for the facility, and engage certified life cycle analysis (LCA) preparers & verifiers to validate the City's CI score. They will also act as a liaison with the IRS and Department of Energy, ensuring compliance with program requirements while keeping the City informed on regulatory changes, potential program extensions, and credit valuation

adjustments. As compensation for these services, Stratex is requesting a fee of 10% of the 45Z credit value.

Restructuring the Kinect and DriveGreen agreements ensures the continued efficient management of the City's biogas optimization efforts, while the proposed partnership with Stratex Ventures positions the City to maximize new revenue opportunities under the 45Z Clean Fuel Production Credit. If approved, these agreements will strengthen the City's ability to navigate evolving renewable energy markets and regulatory frameworks while securing new sources of revenue for its biogas to RNG operation.

Updated Agreements Include:

- Kinect – Master Agreement
- Kinect – Service Agreement (5% EAV)
- DriveGreen – Service Agreement (5% EAV)

Proposed Agreement Includes:

- Stratex Ventures – Service Agreement (10% of 45Z Credit)

City Commission Options:

1. Approve all agreements
2. Approve the updated agreements & disapprove the 45Z agreement
3. Disapprove all agreements
4. Table for further discussion

Financial Considerations:

Amount \$: N/A

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be entering into agreements with multiple entities and will be responsible for its obligations outlined in the agreements.

Mission/Values: This project aligns with the City's Core Value of Ongoing Improvements.

Attachments: Updated Biogas Optimization Services Agreements (3) including the Kinect Master Agreement, Kinect Service Agreement, & DriveGreen Service Agreement. The 45Z credit Stratex Service Agreement.

Approved for the Agenda by:



Ray Slattery, PE, Dir. of Engineering Services



MASTER AGREEMENT FOR ENERGY MANAGEMENT SERVICES

This Master Agreement for Energy Management Services (“**Master Agreement**”) is entered into on the 1st day of January 2025 (the “**Effective Date**”) between:

Kinect Energy, Inc. A Florida corporation Notice address: 11100 Wayzata Blvd, Suite 200 Minnetonka, MN 55305 Attn: Legal Email: KinectNAcontracts@world-kinect.com Phone: 763-543-4600 (hereinafter referred to as “ Service Provider ”)	AND	City of Dodge City A Kansas municipality Notice address: 806 N. Second Avenue Dodge City, KS 67801 Attn: City Manager Email: nickh@dodgecity.org Phone:620-225-8100 (hereinafter referred to as the “ Client ”)
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Service Provider and Client are referred to individually as a “Party” or, jointly, the “Parties.”

This Master Agreement replaces and supersedes the Biogas Optimization Services Agreement by and between the City of Dodge City, and Kinect Energy, Inc. (f/k/a U.S. Energy Services, Inc.) dated June 27, 2016, as of the effective date of this Master Agreement.

The Parties, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, agree as follows:

1. **MASTER AGREEMENT.** This Master Agreement governs every energy management service agreement (“Service Agreement”) entered into between the Parties and/or any of its Affiliates. “Affiliate” is a person, entity, association, co-partnership, partnership, corporation, trust or other business entity, however organized, which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Service Provider or Client, respectively. In the event of a conflict or inconsistency between any Service Agreement and this Master Agreement, the latter shall govern.
2. **AUTHORIZATION.** Where applicable and requested by Service Provider, Client shall provide Service Provider with necessary and proper authorization to act on Client’s behalf with respect to the services to be performed (“Services”), as well as any information required by Service Provider to enable Service Provider to provide the Services.
3. **COMPENSATION.** The compensation owed for the Services is set out on each Service Agreement.
4. **INVOICING AND PAYMENT.** Service Provider will invoice Client for all compensation, including reimbursable expenses, due. Client shall remit payment to Service Provider by the due date as set forth on the invoice. All payments shall be made by Client to Service Provider free and clear in immediately available funds by wire transfer to the banking account designated by Service Provider or by any other method specified in writing by Service Provider to Client.
5. **LATE PAYMENT.** If Client fails to make any payment to Service Provider when due, without prejudice to its ability to claim interest under applicable law, Service Provider shall be entitled to charge Client interest on such overdue amount at a rate of the lesser of (i) 12% per annum or (ii) the maximum rate allowed by law from the due date up to the date of Service Provider’s receipt of actual and cleared payment.
6. **TAXES.** All compensation excludes all duties, taxes, assessments, fees and other charges, whether foreign or domestic, of whatever type and from whatever jurisdiction, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Client from liability therefor.
7. **SERVICE AGREEMENT TERM.** The term of a Service Agreement is set out on each Service Agreement.
8. **BREACH OF CONTRACT.** Service Provider may terminate this Master Agreement or any Service Agreement immediately by written notice upon a material breach of this Master Agreement or any Service Agreement, including, but not limited to, non-payment of amounts due hereunder, where such non-payment is not remedied within 14 days after the due date of the invoice, insolvency, howsoever evidenced, or a breach of Sections 9, 10, 12, 13 or 18.
9. **REPRESENTATIONS AND WARRANTIES.** On the Effective Date and on the date of each Service Agreement:
 - a. Each Party represents and warrants, with respect to itself, that (i) the execution, delivery and performance of this Master Agreement and each Service Agreement have been duly authorized by all necessary corporate action, constitutional documents and all applicable laws, and that such execution, delivery and performance do not violate or conflict with any applicable law, constitutional documents or any order, rule or judgment of any court or other agency, exchange or regulatory body, and (ii) this Master Agreement and each Service Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms;
 - b. Client represents and warrants that (i) Service Provider is not, unless set forth to the contrary in a Service Agreement, acting as a fiduciary or financial, investment or commodity trading advisor for it, and (ii) in

connection with the negotiation and execution of this Master Agreement and the entering into of each Service Agreement, (1) it is acting as a principal only (and not as an agent or in any other capacity, fiduciary or otherwise), (2) it is not relying upon any advice or representations (whether written or oral) of Service Provider other than the representations expressly set out in this Master Agreement or the applicable Service Agreement, (3) it has made and will make its own decisions regarding the entering into this Master Agreement and each Service Agreement based upon its own judgment and upon the advice from such professional advisors as it deemed, or will deem, necessary to consult, (4) all of its decisions regarding this Master Agreement and each Service Agreement have been the result of arm's-length negotiations between the Parties, and (5) it has a full understanding of all the terms, conditions and risks of this Master Agreement and each Service Agreement and it is capable of assuming and willing to assume those risks; and

- c. Service Provider represents and warrants that it will perform the Services in a competent and workmanlike manner in accordance with the level of skill, care and diligence customarily observed by a professional service provider rendering similar services.

10. INDEMNITY AND LIABILITY.

- a. Client shall indemnify, defend and hold harmless Service Provider and its officers, directors, employees, owners and successors from and against all claims, costs, charges, penalties and overcharges, including reasonable attorneys' fees and costs of litigation (collectively, "Losses") arising out of or related to this Master Agreement and each Service Agreement, except to the extent the same are caused directly and solely by Service Provider's gross negligence or willful misconduct. This indemnity obligation is subject to the limitations imposed by federal cash basis laws applicable to Client as a municipality.
- b. THE LIABILITY OF SERVICE PROVIDER FOR ANY AND ALL CLAIMS, COUNTERCLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, DISPUTES, OR CONTROVERSIES OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT WILL NOT EXCEED THE GREATER OF (I) THE FEES RECEIVED BY SERVICE PROVIDER UNDER THE MASTER AGREEMENT OR APPLICABLE SERVICE AGREEMENT (WHICHEVER IS THE CASE) IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (II) \$100,000.00. NOTWITHSTANDING ANY OTHER PROVISION OF THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGE OR LOSS ARISING OR RELATED TO THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO REPUTATION, LOST OPPORTUNITIES, OR LOST PROFITS.
- c. Nothing in this Master Agreement or any Service Agreement limits or excludes the liability of either Party for death or personal injury resulting from negligence of such Party;
- d. Client's obligations under this Section 10 are subject to the availability of appropriated funds and compliance with applicable federal cash basis laws. The Client shall not be required to indemnify the Service Provider beyond the extent permitted by law and the Client's financial capabilities as a municipality.

11. RISKS.

- a. All transactions are done on behalf of and at the risk of Client.
- b. Client shall be liable for any costs that may arise if Client fails to fulfil its obligations under the Agreement, including but not limited to, Client's failure to notify Service Provider of any changes in its energy usage or portfolio.
- c. Client acknowledges that it is aware of and is familiar with the volatility of the energy market and that purchasing and trading energy is a risk and losses can occur. Service Provider does not in any way guarantee the results or performance of the Services.
- d. Service Provider is without liability for the accuracy of the information received by Service Provider from the Client, information collected by Service Provider from third parties, or information received by Service Provider from suppliers. Service Provider shall not be liable if an unsuitable strategy or service is established because of inaccurate or missing information received from the Client, it being acknowledged that Service Provider is reliant on the accuracy of the information given by the Client to carry out the Services under this Agreement.
- e. Service Provider shall not be liable for the non-viability of any planned strategy, transaction(s) carried out by Service Provider on behalf of Client, or for any consequences resulting from changes in applicable legislation or regulations.

12. **PROPRIETARY RIGHTS.** Client shall retain all rights in any of Client's data ("Energy Data"). Client grants Service Provider a perpetual, royalty free, non-exclusive, non-transferable license to use and copy the Energy Data in order to perform the Services. All intellectual property rights created or contained in the Services or any deliverable ("Work Product") will remain vested in Service Provider. Provided that Client is not in breach of its obligations hereunder, Service Provider grants Client a perpetual, royalty free, non-exclusive, non-transferable license to use the Work Product for its internal business purposes.

13. **CONFIDENTIALITY AND PUBLICITY.** "Confidential Information" is any and all information that a Party ("Receiving Party") receives or gets access to about the other Party ("Disclosing Party") which reasonably should be considered

confidential or proprietary, including, without limitation, the other Party's pricing, trading and operating strategies, customers, business plans, marketing and finances. The Receiving Party shall only use the Confidential Information in connection with the furtherance of this Master Agreement or a Service Agreement, shall only disclose the same to any of its Affiliates and representatives having a need to receive such Confidential Information, and shall not disclose the same to any other person or party, unless such information is (a) already in the Receiving Party's possession and such information is not known by the Receiving Party to be subject to another confidentiality agreement, (b) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party, (c) becomes available to the Receiving Party on a non-confidential basis from a source which is not known to be prohibited from disclosing such information to the Receiving Party, or (d) is required to be disclosed by the Receiving Party by court order, process, law, rule, regulation or order of an administrative agency, regulatory agency, exchange or other authority with jurisdiction over the Receiving Party. Client hereby grants Service Provider permission to use Client's name, logo, trade name, or other marks to (i) disclose Client's name or identity in any press release or other public announcement of this Master Agreement or each Service Agreement and (ii) disclose Client as one of Service Provider's Clients, including using Client's logo on Service Provider's website or other promotional materials for the duration of the term of this Master Agreement.

14. **ASSIGNMENT.** Service Provider may assign, delegate, subcontract or transfer any or all of its rights and obligations, in whole or in part, under this Master Agreement or any Service Agreement to any of its Affiliates or a third party acquiring all or substantially all of the assets or business of Service Provider.
15. **INDEPENDENT CONTRACTOR.** It is not the intent of the Parties to form a partnership or joint venture relationship. Each Party shall act as an independent contractor with respect to the other Party and this Master Agreement and each Service Agreement.
16. **SEVERABILITY.** If any provision of this Master Agreement is or becomes invalid or unenforceable, the remaining provisions shall not be affected, and the Parties shall replace the invalid or unenforceable provisions, as far as possible and reasonable, by new, valid and enforceable provisions corresponding to the original intention of the Parties.
17. **GOVERNING LAW AND JURISDICTION.** This Master Agreement is governed by the laws of the State of Florida without regard to conflict of law principles. The sole and exclusive forum for any proceedings between the Parties shall be the state or federal court in Miami-Dade County, Florida. Each Party consents to the exclusive jurisdiction of such court and waives its right to move any action to any other court and the right to dismiss or transfer any legal proceeding under the doctrine of forum non conveniens or similar doctrine.
18. **ECONOMIC SANCTIONS; ANTI-BRIBERY AND CORRUPTION.** Each Party shall refrain from any action or omission that would result in a violation by the other Party of Economic Sanctions. "Economic Sanctions" means any economic sanction or trade restriction imposed by any rule, regulation or statute of the United Kingdom, the European Union, the United Nations or United States of America, including, without limitation, those administered by the Office of Foreign Assets Control of the United States Treasury Department ("OFAC"), and any other applicable laws imposing economic sanctions or trade restrictions. Each Party represents and warrants that it is not, and is not owned or controlled by (a) a person named on the OFAC List of Specially Designated Nationals and Blocked Persons or any similar applicable blacklist maintained by the United States, as amended from time to time; or (b) a person named on the Consolidated List of Financial Targets maintained by HM Treasury of the United Kingdom, as amended from time to time, or any similar applicable blacklist maintained by the European Union or the United Nations or any other applicable government or jurisdiction. Each Party shall comply with anti-bribery and corruption laws and regulations applicable to it in connection with this Master Agreement or any Service Agreement.
19. **MISCELLANEOUS.** This Master Agreement and each Service Agreement may be executed and delivered via facsimile or pdf with the same force and effect as if an original were executed and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. Neither Party has been induced to enter into this Master Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Master Agreement, any term sheets or other correspondence preceding the execution of this Master Agreement, or any prior course of dealing between the Parties. This Master Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior agreements between the Parties.
20. **Waiver of Jury Trial.** The Parties to this Master Agreement knowingly, intentionally, irrevocably, and unconditionally, waive any and all right to a trial by jury concerning any claims, proceeds, or disputes arising out of or concerning this Master Agreement or any Service Agreement. The Parties acknowledge that this section has either been brought to the attention of each Party's legal counsel or that each Party had the opportunity to do so.
21. **Sovereign Immunity.** To the fullest extent permitted by applicable law, Client expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by Service Provider against Client or Client's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Client to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Client's revenues and/or assets (whether before

or after judgment); or (e) execution or enforcement of any judgment to which Client or Client's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction.

22. **Affiliate Disclosure.** Client hereby acknowledges and agrees that Service Provider, acting in its capacity as an exclusive agent hereunder, may, on Client's behalf, transact and/or enter into legally binding contracts with one or more of Service Provider's Affiliates, or recommend for any potential transaction or a series of transactions that Client transact and/or enter into legally binding contracts with one or more of Service Provider's Affiliates, in addition to transacting with other unaffiliated third parties. Client hereby agrees that any such transaction, contract execution or recommendation, to the extent it is made by Service Provider for the purpose of Client's energy supply management matters, is deemed a bona fide commercial transaction or recommendation within the scope and under authority of this Master Agreement, and Client hereby waives and will not assert any claims against (and will indemnify and hold harmless) Service Provider and its Affiliates on account of any potential or actual conflict of interest or any other claims (regardless of any legal theory or other basis) arising as a result of the foregoing.
23. **CTA Disclosure Acknowledgment.** Service Provider is registered with the Commodity Futures Trading Commission as a commodity trading advisor and is member of National Futures Association. Service Provider is required to provide all clients a copy of its Commodity Trading Advisor Disclosure Document. Client hereby acknowledges and agrees that Service Provider has provided Client with a copy of Kinect Energy's Commodity Trading Advisor Disclosure Document. Initials: _____

Agreed and accepted:

Kinect Energy, Inc.	City of Dodge City
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SERVICE AGREEMENT

The following agreement (hereinafter "Service Agreement") is hereby entered into by:

DriveGreen LLC Notice address:100 Middle Street Portland, Maine 04101 Attn: Gordon Grimes Email: ggrimes@drivegreenllc.com Phone: 207-831-0382 (Hereinafter referred to as the "Service Provider")	AND	City of Dodge City A Kansas municipality Notice address: 806 N. Second Avenue Dodge City, KS 67801 Attn: City Manager Email:nickh@dodgecity.org Phone:620-225-8100 (hereinafter referred to as the " Client ")
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Service provider and the Client will hereinafter be referred to as the "Party" or jointly the "Parties".

Preamble

This Service Agreement is a novation of a contract previously entered into between Kinect Energy, Inc. (Kinect) and the Client entitled Biogas Optimization Services Agreement dated June 27, 2016 ("Contract"). Under the Contract Kinect provided services of the type it now will provide pursuant to a separate agreement between Kinect and the Client dated of even date herewith. Additionally, Service Provider, pursuant to a Joint Development Agreement with Kinect, provided under the auspices of the Contract, legislative, regulatory, and commercial advice to the Client of the type provided for herein. Kinect, DriveGreen and the Client now wish to novate the Contract into separate agreements, one between Kinect and the Client and one between DriveGreen and the Client for the provision of the same services previously provided by Kinect and DriveGreen under the Contract. This Service Agreement constitutes the separate agreement between the Client and Drive Green.

Facility

11079 Warrior Rd, Dodge City, KS 67801

1. Fees

Service Fee 5% of the Environmental Attribute Value ("EAV") associated with renewable identification number ("RIN") value or renewable energy certificate("REC") value or other similar value for which the renewable natural gas ("RNG") produced at the Facility is entitled based upon its renewable characteristics. Alternatively, if the EAV is embedded in the gas sales price, then the EAV shall equal the sales price less the value of the brown natural gas without any EAV.

Invoicing: If the new contract with Kinect provides for invoicing on behalf of Service Provider, or if such arrangements are established among the parties, Client will pay Service Provider's fee to Kinect who will forward the payment to Service Provider. If the new contract with Kinect does not so provide, or such arrangement is not set up, Client will, within 10 days after the end of each month during the term hereof, provide Service Provider information related to the EAV value received by it in the previous month necessary for preparation of an invoice for the Service Fee. Client may ask Kinect to provide such information on its behalf. On or about the first day of the month subsequent to receiving such information, Service Provider will invoice Client for any Service Fees due. Client shall pay Service Provider within ten (10) days after the date of the invoice. Client will make payment to Service Provider by wire transfer or ACH transfer, in each case with immediately available funds to the account of Service Provider noted on the invoice.

2. Term. January 1, 2025 – December 31, 2025

After the initial term, the Agreement will automatically renew for successive one-year terms, unless Client or Service Provider terminate the Agreement upon sixty (60) days prior written notice before the annual renewal date. If Kinect or DriveGreen and Client establish a physical or financial transaction or an offtake stream on behalf of Client for sale of its RNG that includes EAV that extends beyond the term of this Agreement, the Agreement will extend for the duration of any such transactions.

3. Services

Identify prospective buyers for the purchase of the EAV and brown gas generated from the Client's wastewater biogas Facility. Assist Client in identifying the potential opportunities which will enhance the value of its RNG beyond its brown gas value. Service Provider will provide regulatory and legislative advice concerning such

opportunities. Service Provider will assist Client in the negotiation of any contracts for the sale of its renewable gas and will provide commercial advice to the Client regarding such contracts once consummated.

The EAVs are generated and sold from two feedstocks, a cellulosic stream consisting of municipal wastewater feedstock or other feedstock qualified for D3 RIN EAV and a non-cellulosic stream consisting of wastewater that does not qualify as D3 RIN cellulosic RNG. Service Provider will also provide regulatory and legislative advice concerning any changes to Client's operations including expansions and alterations in feedstock. Service Provider will provide advice to Kinect regarding its services to Client under its separate service agreement of even date herewith.

Such services shall include but not be limited to:

Assist Client in the preparation of an RFP for the sale of its RNG both cellulosic and non-cellulosic – including issued related to CI Score, RNG production estimates, feedstock analysis, and work with any RNG audit partner.

Assist Client in performing an RFP to identify the best offtake option for RNG buyers to maximize EAV and other value for Client. Assist in the drafting of transaction confirmations and other contractual documents for the sale of RNG environmental attributes and brown gas.

In the event the EAVs become off specification with the offtake buyer(s), Service Provider will work with Client and the buyer to address issues related to off specification and develop alternative pricing.

Service Provider will also identify alternative markets to transact off specification environmental attributes to maximize the value for Client, if needed.

Provide data and analysis upon request to Client's non-cellulosic audit partner to support Client to qualify for International Sustainability Carbon Certification ISCC or other such qualification.

Work with Kinect and Client to monetize Client's environmental attributes. Identify Client's goals in non-cellulosic gas sales and the help develop the structure of the sale to determine:

- EAV price
- Brown gas price – index
- Audit fees

Service Provider will provide information about environmental attribute futures markets either through our internal resources or in collaboration with Kinect.

- 4. TAXES.** All Service Fees exclude all duties, taxes, assessments, fees and other charges, whether foreign or domestic, of whatever type and from whatever jurisdiction, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Client from liability therefor.
- 5. BREACH OF CONTRACT.** Service Provider may terminate this Service Agreement immediately by written notice upon a material breach of this Agreement, including, but not limited to, non-payment of amounts due hereunder, where such non-payment is not remedied within 14 days after the due date of the invoice, or upon insolvency, howsoever evidenced.
- 6. REPRESENTATIONS AND WARRANTIES.** On the Effective Date:
 - Each Party represents and warrants, with respect to itself, that (i) the execution, delivery and performance of this Service Agreement has been duly authorized by all necessary corporate or governmental action, constitutional documents and all applicable laws, and that such execution, delivery and performance do not violate or conflict with any applicable law, constitutional documents or any order, rule or judgment of any court or other agency, exchange or regulatory body, and (ii) this Service Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms;
 - Client represents and warrants that (i) Service Provider is not acting as a fiduciary or financial, investment or commodity trading advisor or lawyer or accountant for it, and (ii) in connection with the negotiation and execution of this Service Agreement (1) it is acting as a principal only (and not as an agent or in any other capacity, fiduciary or otherwise), (2) it is not relying upon any advice or representations (whether written or oral) of Service Provider other than the representations expressly set out in this Service Agreement, (3) it has made and will make its own decisions regarding the entering into this Service Agreement based upon its own judgment and upon the advice from such professional advisors as it deemed, or will deem, necessary to consult, (4) all of its decisions regarding this Service Agreement have been the result of arm's-length negotiations between the

Parties, and (5) it has a full understanding of all the terms, conditions and risks of this Service Agreement and it is capable of assuming and willing to assume those risks; and

- c. Service Provider represents and warrants that it will perform the Services in a competent and workmanlike manner in accordance with the level of skill, care and diligence customarily observed by a professional service provider rendering similar services.

7. INDEMNITY AND LIABILITY.

- a. Client shall indemnify, defend and hold harmless Service Provider and its officers, directors, employees, owners and successors from and against all claims, costs, charges, penalties and overcharges, including reasonable attorneys' fees and costs of litigation (collectively, "Losses") arising out of or related to this Service Agreement, except to the extent the same are caused directly and solely by Service Provider's gross negligence or willful misconduct. This indemnity obligation is subject to the limitations imposed by federal cash basis laws applicable to Client as a municipality.
- b. THE LIABILITY OF SERVICE PROVIDER FOR ANY AND ALL CLAIMS, COUNTERCLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, DISPUTES, OR CONTROVERSIES OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS SERVICE AGREEMENT WILL NOT EXCEED THE GREATER OF (I) THE FEES RECEIVED BY SERVICE PROVIDER UNDER THE SERVICE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (II) \$100,000.00. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SERVICE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGE OR LOSS ARISING OR RELATED TO THIS SERVICE AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO REPUTATION, LOST OPPORTUNITIES, OR LOST PROFITS.
- c. Nothing in this Service Agreement limits or excludes the liability of either Party for death or personal injury resulting from negligence of such Party;
- d. Client's obligations under this Section 10 are subject to the availability of appropriated funds and compliance with applicable federal cash basis laws. The Client shall not be required to indemnify the Service Provider beyond the extent permitted by law and the Client's financial capabilities as a municipality.

8. RISKS.

- a. All transactions are done on behalf of and at the risk of Client.
- b. Client shall be liable for any costs that may arise if Client fails to fulfil its obligations under the Service Agreement, including but not limited to, Client's failure to notify Service Provider of any changes in its energy usage or portfolio.
- c. Client acknowledges that it is aware of and is familiar with the volatility of the energy market and that purchasing and trading energy is a risk and losses can occur. Service Provider does not in any way guarantee the results of the performance of the Services.
- d. Service Provider is without liability for the accuracy of the information received by Service Provider from the Client, information collected by Service Provider from third parties, or information received by Service Provider from suppliers. Service Provider shall not be liable if an unsuitable strategy or service is established because of inaccurate or missing information received from the Client, it being acknowledged that Service Provider is reliant on the accuracy of the information given by the Client to carry out the Services under this Agreement.
- e. Service Provider shall not be liable for the non-viability of any planned strategy, transaction(s) carried out by Service Provider on behalf of Client, or for any consequences resulting from changes in applicable legislation or regulations.

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- 10. CONFIDENTIALITY AND PUBLICITY.** "Confidential Information" is any and all information that a Party ("Receiving Party") receives or gets access to about the other Party ("Disclosing Party") which reasonably should be considered confidential or proprietary, including, without limitation, the other Party's pricing, trading and operating strategies, customers, business plans, marketing and finances. The Receiving Party shall only use the Confidential Information in connection with the furtherance of this Service Agreement, shall only disclose the same to any of its Affiliates and representatives having a need to receive such Confidential Information, and shall not disclose the same to any other person or party, unless such information is (a) already in the Receiving Party's possession and such information is not known by the Receiving Party to be subject to another confidentiality agreement, (b) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party, (c) becomes available to the Receiving Party on a non-confidential basis from a source which is not known to be prohibited from disclosing such information to the

Receiving Party, or (d) is required to be disclosed by the Receiving Party by court order, process, law, rule, regulation or order of an administrative agency, regulatory agency, exchange or other authority with jurisdiction over the Receiving Party. Client hereby grants Service Provider permission to use Client's name, logo, trade name, or other marks to (i) disclose Client's name or identity in any press release or other public announcement of this Service Agreement and (ii) disclose Client as one of Service Provider's Clients, including using Client's logo on Service Provider's website or other promotional materials for the duration of the term of this Service Agreement.

11. **ASSIGNMENT.** Service Provider may assign, delegate, subcontract or transfer any or all of its rights and obligations, in whole or in part, under this Service Agreement to any of its Affiliates or a third party acquiring all or substantially all of the assets or business of Service Provider.
12. **INDEPENDENT CONTRACTOR.** It is not the intent of the Parties to form a partnership or joint venture relationship. Each Party shall act as an independent contractor with respect to the other Party and this Master Agreement and each Service Agreement.
13. **SEVERABILITY.** If any provision of this Service Agreement is or becomes invalid or unenforceable, the remaining provisions shall not be affected, and the Parties shall replace the invalid or unenforceable provisions, as far as possible and reasonable, by new, valid and enforceable provisions corresponding to the original intention of the Parties.
14. **GOVERNING LAW AND JURISDICTION.** This Service Agreement is governed by the laws of the State of Florida without regard to conflict of law principles. The sole and exclusive forum for any proceedings between the Parties shall be the state or federal court in Miami-Dade County, Florida. Each Party consents to the exclusive jurisdiction of such court and waives its right to move any action to any other court and the right to dismiss or transfer any legal proceeding under the doctrine of forum non conveniens or similar doctrine.
15. **ECONOMIC SANCTIONS; ANTI-BRIBERY AND CORRUPTION.** Each Party shall refrain from any action or omission that would result in a violation by the other Party of Economic Sanctions. "Economic Sanctions" means any economic sanction or trade restriction imposed by any rule, regulation or statute of the United Kingdom, the European Union, the United Nations or United States of America, including, without limitation, those administered by the Office of Foreign Assets Control of the United States Treasury Department ("OFAC"), and any other applicable laws imposing economic sanctions or trade restrictions. Each Party represents and warrants that it is not, and is not owned or controlled by (a) a person named on the OFAC List of Specially Designated Nationals and Blocked Persons or any similar applicable blacklist maintained by the United States, as amended from time to time; or (b) a person named on the Consolidated List of Financial Targets maintained by HM Treasury of the United Kingdom, as amended from time to time, or any similar applicable blacklist maintained by the European Union or the United Nations or any other applicable government or jurisdiction. Each Party shall comply with anti-bribery and corruption laws and regulations applicable to it in connection with this Master Agreement or any Service Agreement.
16. **MISCELLANEOUS.** This Service Agreement may be executed and delivered via facsimile or pdf with the same force and effect as if an original were executed and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. Neither Party has been induced to enter into this Service Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Service Agreement, any term sheets or other correspondence preceding the execution of this Service Agreement, or any prior course of dealing between the Parties. This Service Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior agreements between the Parties.
17. **Waiver of Jury Trial.** The Parties to this Service Agreement knowingly, intentionally, irrevocably, and unconditionally, waive any and all right to a trial by jury concerning any claims, proceeds, or disputes arising out of or concerning this Service Agreement. The Parties acknowledge that this section has either been brought to the attention of each Party's legal counsel or that each Party had the opportunity to do so.
18. **Sovereign Immunity.** To the fullest extent permitted by applicable law, Client expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by Service Provider against Client or Client's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Client to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Client's revenues and/or assets (whether before or after judgment); or (e) execution or enforcement of any judgment to which Client or Client's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction.

Agreed and accepted:

DriveGreen LLC	City of Dodge City Kansas
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SERVICE AGREEMENT

The following agreement (hereinafter "Service Agreement") is hereby entered into by:

Stratex Ventures LLC Notice address:100 Middle Street Portland, Maine 04101 Attn: Gordon Grimes Email: ggrimes@stratexventures.com Phone: 207-831-0382 (Hereinafter referred to as the "Service Provider")	AND	City of Dodge City A Kansas municipality Notice address: 806 N. Second Avenue Dodge City, KS 67801 Attn: City Manager Email:nickh@dodgecity.org Phone:620-225-8100 (hereinafter referred to as the "Client")
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Service provider and the Client will hereinafter be referred to as the "Party" or jointly the "Parties".

Preamble

This Service Agreement is a novation of a contract previously entered into between Kinect Energy, Inc. (Kinect) and the Client entitled Biogas Optimization Services Agreement dated June 27, 2016 ("Contract"). Under the Contract Kinect provided services of the type it now will provide pursuant to a separate agreement between Kinect and the Client dated of even date herewith. Additionally, DriveGreen LLC, pursuant to a Joint Development Agreement with Kinect, provided under the auspices of the Contract legislative, regulatory, and commercial advice to the Client of the type to now be provided for herein by Service Provider. Kinect, DriveGreen, Service Provider and the Client now wish to novate the Contract into separate agreements, one between Kinect and the Client, one between DriveGreen and the Client and one between Service Provider and the Client for the provision of the same and similar services previously provided by Kinect and DriveGreen under the Contract. This Service Agreement constitutes the separate agreement between the Client and Service Provider.

Facility

11079 Warrior Rd, Dodge City, KS 67801

1. Fees

Service Fee 10% of the Environmental Attribute Value ("EAV") associated with credits under IRS Code 45Z for production by Client of a Transportation Fuel or other similar value for which the renewable natural gas ("RNG") produced at the Facility is entitled under such Section 45Z based upon its renewable characteristics.

Invoicing: On or about the first day of each month, Client will provide Service Provider with information containing the number of gallons of RNG based upon the gasoline gallon equivalent of the RNG sold by it in the previous month. When Client receives value under Section 45Z for the sale of its RNG it will notify Service Provider within 5 days of such receipt of the amount of such value and Service Provider will invoice Client for any Service Fees due based upon such 45Z payments or credits. Client shall pay Service Provider within ten (10) days after the date of the invoice. Client will make payment to Service Provider by wire transfer or ACH transfer, in each case with immediately available funds to the account of Service Provider noted on the invoice.

2. Term. January 1, 2025 – until 72 months following the date Client first receives payments or credits for Section 45Z.

3. Services

Assist Client in analyzing its ability to earn Section 45Z credits for production of its RNG.

Assist Client in the preparation of its registration application for 45Z credits and Clean Fuel Production status for the Facility. Assist client in obtaining a Provisional Emission Rate ("PER") for the Facility. This shall include but not limited to obtaining a certified life cycle analysis ("LCA") preparer to undertake an analysis of the emissions factor for the RNG production using 45ZCF-Greet or other model approved by the IRS, obtaining a certified verifier for the Facility if needed, interfacing with the Internal Revenue Service and Department of Energy regarding the application and any subsequent issues relating to the 45Z credit. Additionally, Service Provider will provide information it obtains regarding any revision or extensions or other changes to Section 45Z or its regulations.

Assist Client in reducing its emissions factor by identifying ways to reduce any carbon intensity such as by providing direct delivery of renewable electricity.

Client shall bear all costs for the services of the LCA preparer and the verifier.

4. **TAXES.** All Service Fees exclude all duties, taxes, assessments, fees and other charges, whether foreign or domestic, of whatever type and from whatever jurisdiction, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Client from liability therefor.
5. **BREACH OF CONTRACT.** Service Provider may terminate this Service Agreement immediately by written notice upon a material breach of this Agreement, including, but not limited to, non-payment of amounts due hereunder, where such non-payment is not remedied within 14 days after the due date of the invoice, or upon insolvency, howsoever evidenced.
6. **REPRESENTATIONS AND WARRANTIES.** On the Effective Date:
 - a. Each Party represents and warrants, with respect to itself, that (i) the execution, delivery and performance of this Service Agreement has been duly authorized by all necessary corporate or governmental action, constitutional documents and all applicable laws, and that such execution, delivery and performance do not violate or conflict with any applicable law, constitutional documents or any order, rule or judgment of any court or other agency, exchange or regulatory body, and (ii) this Service Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms;
 - b. Client represents and warrants that (i) Service Provider is not acting as a fiduciary or financial, investment or commodity trading advisor or lawyer or accountant for it, and (ii) in connection with the negotiation and execution of this Service Agreement (1) it is acting as a principal only (and not as an agent or in any other capacity, fiduciary or otherwise), (2) it is not relying upon any advice or representations (whether written or oral) of Service Provider other than the representations expressly set out in this Service Agreement, (3) it has made and will make its own decisions regarding the entering into this Service Agreement based upon its own judgment and upon the advice from such professional advisors as it deemed, or will deem, necessary to consult, (4) all of its decisions regarding this Service Agreement have been the result of arm's-length negotiations between the Parties, (5) it has a full understanding of all the terms, conditions and risks of this Service Agreement and it is capable of assuming and willing to assume those risks, (6) it agrees that Service Provider is not providing legal or accounting services and that it will rely upon its own counsel and accountants in carrying out the terms of this Agreement. ; and
 - c. Service Provider represents and warrants that it will perform the Services in a competent and workmanlike manner in accordance with the level of skill, care and diligence customarily observed by a professional service provider rendering similar services.
7. **INDEMNITY AND LIABILITY.**
 - a. Client shall indemnify, defend and hold harmless Service Provider and its officers, directors, employees, owners and successors from and against all claims, costs, charges, penalties and overcharges, including reasonable attorneys' fees and costs of litigation (collectively, "Losses") arising out of or related to this Service Agreement, except to the extent the same are caused directly and solely by Service Provider's gross negligence or willful misconduct. This indemnity obligation is subject to the limitations imposed by federal cash basis laws applicable to Client as a municipality.
 - b. THE LIABILITY OF SERVICE PROVIDER FOR ANY AND ALL CLAIMS, COUNTERCLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, DISPUTES, OR CONTROVERSIES OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS SERVICE AGREEMENT WILL NOT EXCEED THE GREATER OF (I) THE FEES RECEIVED BY SERVICE PROVIDER UNDER THE SERVICE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (II) \$100,000.00. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SERVICE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGE OR LOSS ARISING OR RELATED TO THIS SERVICE AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO REPUTATION, LOST OPPORTUNITIES, OR LOST PROFITS.
 - c. Nothing in this Service Agreement limits or excludes the liability of either Party for death or personal injury resulting from negligence of such Party;
 - d. Client's obligations under this Section 10 are subject to the availability of appropriated funds and compliance with applicable federal cash basis laws. The Client shall not be required to indemnify the Service Provider beyond the extent permitted by law and the Client's financial capabilities as a municipality.

- 8. RISKS.**
- a. All transactions are done on behalf of and at the risk of Client.
 - b. Client shall be liable for any costs that may arise if Client fails to fulfil its obligations under the Service Agreement, including but not limited to, Client's failure to notify Service Provider of any changes in its energy usage or portfolio.
 - c. Service Provider does not in any way guarantee the results of the performance of the Services.
 - d. Service Provider is without liability for the accuracy of the information received by Service Provider from the Client, information collected by Service Provider from third parties, or information received by Service Provider from suppliers. Service Provider shall not be liable if an unsuitable strategy or service is established because of inaccurate or missing information received from the Client, it being acknowledged that Service Provider is reliant on the accuracy of the information given by the Client to carry out the Services under this Agreement.
 - e. Service Provider shall not be liable for the non-viability of any planned strategy, transaction(s) carried out by Service Provider on behalf of Client, or for any consequences resulting from changes in applicable legislation or regulations.
- 9. PROPRIETARY RIGHTS.** Client shall retain all rights in any of Client's data ("Energy Data"). Client grants Service Provider a perpetual, royalty free, non-exclusive, non-transferable license to use and copy the Energy Data in order to perform the Services. All intellectual property rights created or contained in the Services or any deliverable ("Work Product") will remain vested in Service Provider. Provided that Client is not in breach of its obligations hereunder, Service Provider grants Client a perpetual, royalty free, non-exclusive, non-transferable license to use the Work Product for its internal business purposes.
- 10. CONFIDENTIALITY AND PUBLICITY.** "Confidential Information" is any and all information that a Party ("Receiving Party") receives or gets access to about the other Party ("Disclosing Party") which reasonably should be considered confidential or proprietary, including, without limitation, the other Party's pricing, trading and operating strategies, customers, business plans, marketing and finances. The Receiving Party shall only use the Confidential Information in connection with the furtherance of this Service Agreement, shall only disclose the same to any of its Affiliates and representatives having a need to receive such Confidential Information, and shall not disclose the same to any other person or party, unless such information is (a) already in the Receiving Party's possession and such information is not known by the Receiving Party to be subject to another confidentiality agreement, (b) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party, (c) becomes available to the Receiving Party on a non-confidential basis from a source which is not known to be prohibited from disclosing such information to the Receiving Party, or (d) is required to be disclosed by the Receiving Party by court order, process, law, rule, regulation or order of an administrative agency, regulatory agency, exchange or other authority with jurisdiction over the Receiving Party. Client hereby grants Service Provider permission to use Client's name, logo, trade name, or other marks to (i) disclose Client's name or identity in any press release or other public announcement of this Service Agreement and (ii) disclose Client as one of Service Provider's Clients, including using Client's logo on Service Provider's website or other promotional materials for the duration of the term of this Service Agreement.
- 11. ASSIGNMENT.** Service Provider may assign, delegate, subcontract or transfer any or all of its rights and obligations, in whole or in part, under this Service Agreement to any of its Affiliates or a third party acquiring all or substantially all of the assets or business of Service Provider.
- 12. INDEPENDENT CONTRACTOR.** It is not the intent of the Parties to form a partnership or joint venture relationship. Each Party shall act as an independent contractor with respect to the other Party and this Master Agreement and each Service Agreement.
- 13. SEVERABILITY.** If any provision of this Service Agreement is or becomes invalid or unenforceable, the remaining provisions shall not be affected, and the Parties shall replace the invalid or unenforceable provisions, as far as possible and reasonable, by new, valid and enforceable provisions corresponding to the original intention of the Parties.
- 14. GOVERNING LAW AND JURISDICTION.** This Service Agreement is governed by the laws of the State of Florida without regard to conflict of law principles. The sole and exclusive forum for any proceedings between the Parties shall be the state or federal court in Miami-Dade County, Florida. Each Party consents to the exclusive jurisdiction of such court and waives its right to move any action to any other court and the right to dismiss or transfer any legal proceeding under the doctrine of forum non conveniens or similar doctrine.
- 15. ECONOMIC SANCTIONS; ANTI-BRIBERY AND CORRUPTION.** Each Party shall refrain from any action or omission that would result in a violation by the other Party of Economic Sanctions. "Economic Sanctions" means any economic sanction or trade restriction imposed by any rule, regulation or statute of the United Kingdom, the European Union, the United Nations or United States of America, including, without limitation, those administered by the Office of Foreign Assets Control of the United States Treasury Department ("OFAC"), and any other applicable laws imposing economic sanctions or trade restrictions. Each Party represents and warrants that it is not, and is not owned or controlled by (a) a person named on the OFAC List of Specially Designated Nationals and Blocked Persons or any similar applicable blacklist maintained by the

United States, as amended from time to time; or (b) a person named on the Consolidated List of Financial Targets maintained by HM Treasury of the United Kingdom, as amended from time to time, or any similar applicable blacklist maintained by the European Union or the United Nations or any other applicable government or jurisdiction. Each Party shall comply with anti-bribery and corruption laws and regulations applicable to it in connection with this Master Agreement or any Service Agreement.

- 16. **MISCELLANEOUS.** This Service Agreement may be executed and delivered via facsimile or pdf with the same force and effect as if an original were executed and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. Neither Party has been induced to enter into this Service Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Service Agreement, any term sheets or other correspondence preceding the execution of this Service Agreement, or any prior course of dealing between the Parties. This Service Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior agreements between the Parties.
- 17. **Waiver of Jury Trial.** The Parties to this Service Agreement knowingly, intentionally, irrevocably, and unconditionally, waive any and all right to a trial by jury concerning any claims, proceeds, or disputes arising out of or concerning this Service Agreement. The Parties acknowledge that this section has either been brought to the attention of each Party's legal counsel or that each Party had the opportunity to do so.
- 18. **Sovereign Immunity.** To the fullest extent permitted by applicable law, Client expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by Service Provider against Client or Client's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Client to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Client's revenues and/or assets (whether before or after judgment); or (e) execution or enforcement of any judgment to which Client or Client's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction.

Agreed and accepted:

<p>Stratex Ventures LLC</p> <p>By:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>City of Dodge City Kansas</p> <p>By:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>
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Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: March 31, 2025

Subject: Approve Change Order (CO) #20 for the Expansion of the S. WWTP from UCI – SS 2101

Approve CO #22 for the Expansion of the S. WWTP from UCI – SS 2101

Approve CO #23 for the Expansion of the S. WWTP from UCI – SS 2101

Approve CO #24 & 24A for the Expansion of the S. WWTP from UCI – SS 2101

Agenda Item: New Business

Purpose: Approve the necessary additions to the WWTP Expansion.

Recommendation:

Approve CO #20 for Revisions to GHB#3 Drain Line, Additional 10" Valve on WW-15, and Intermediate overflow piping in the amount of \$99,542.00, funds will be taken from Contingencies.

Approve CO #22 for Facultative #5 Fill Line in the amount of \$111,209.47 funds will be taken from Contingencies.

Approve CO #23 for Installation of a PH Probe in Control Structure 302 in the amount of \$46,560.00 funds will be taken from Contingencies.

Approve CO #24 & 24A for the installation of a Pig Launch Port on the Hilmar Force Main in the amount of \$108,256.00 and \$41,841.00 respectively.

Background:

CO #20 – Revisions to GBH#3 Drian Line, Additional 10" Valve on WW-15, and Intermediate Overflow Pipe: Changes were made to the floor drain line of GHB#3 so that it would drain to Facultative #3 instead of Aerobic #3. The outflow elevation into Aerobic #3 was just above the waterline, there was concern from staff that in a high wind event water from aerobic #3 may be pushed back up the drain line and into GHB#3. It was decided to locate the drain line to Facultative #3 so this would not happen. Therefore, additional pipe, cleanouts, and removal & replacement of concrete slope paving was required.

A 10" MJ Gate Valve was added to WW-15 line to help improve operations. This valve was added to close off the sidestream line when maintenance was required on the associated air vacs.

Modifications had to be made to the overflow pipe between the new and existing lift stations at the intermediate site. The pipe needed to be raised due to the elevation difference between the two lift stations. An 8" concrete pad and reinforced collars were added to the pipe for more protection.

CO #22 – Facultative #5 Fill Line: To help with operations, a fill line into Facultative #5 was added from the existing irrigation pipeline. This will allow water to be transferred from Facultative #1 and/or Facultative #2 to

Facultative #5 and then #6. Prior to the addition, only water from Facultative #3 could be added to Facultative #5 via a gravity line.

CO #23 – Installation of pH Probe in Control Structure 302: To help with operations and data collection, staff needed a pH Probe installed in Control Structure 302 to monitor the pH level of the post anaerobic Hilmar wastewater. This information would help determine the flow rate for the side stream required to offset the pH level of the raw Hilmar wastewater. This could result in a reduction in operation costs.

CO #24 & CO #24A – Installation of a Pig Launch Port on the 16” Hilmar Force Main: In order to clean the Hilmar 16” force main, a pig launch port is needed downstream of the intermediate lift station. Due to long lead time, 5 to 6 months, in getting a 16” plug valves, this project will be divided into two phases. UCI will utilize a 16” plug valve that is on hand to complete phase 1 of the launch port. This existing 16” plug valve is to be used in the reconstruction of splitter box #2 located in the original facility. This work will be completed at a later date. Phase 1 will include the installation of the 16” plug valve on hand, a concrete vault with a pig launch wye, and the installation of a man gate in the perimeter fencing since the launch port will be outside the fencing of the intermediate lift station. Once the second valve is delivered, UCI will return to complete the installation of the second valve. Staff will be able to clean the line with the completion of phase 1, but without the 2nd valve between the launch port and the lift station, additional strain is applied to the pump check valves. This can work for the time needed to get the 2nd valve. The 16” line will be cleaned once a month.

Here is a summary of the CO's to date.

- CO #1 – Addition of Earthwork to UCI's GMP – Additional \$7,256,549.86
- CO #2 – Bentonite Sealing of Anaerobic and Aerobic Lagoons, not needed after further clarification from KDHE - \$0.00
- CO #3 – Retaining Wall, after further investigation, CO #5 was required for Retaining Wall - \$0.00
- CO #4 – Change in Seeding of disturbed areas, Deduct and added to Contingency – Decrease of \$72,586.15, added to Contingency
- CO #5 – Retaining Wall for Anaerobic #4 – Additional \$376,922.00
- CO #6 – Installation of the H2S removal Vessels – Additional \$374,150.00
- CO #7 – Extra Work required for Sub-base of Lift Stations – Additional \$125,974.00. to be taken from Contingencies.
- CO #8 – HDPE Liner – Additional \$1,089,825.00
- CO #9 – Removed from UCI Project
- CO #10 – Removed from Project
- CO #11 – Redundant Communications – Additional \$142,561.00
- CO #12 – Hilmar Crane Upgrade - Additional \$27,695.00, to be taken from Contingencies.
- CO #13 – Additional Concrete Coating Area – Additional \$60,764.00, to be taken from Contingencies.
- CO #14 – Removable Grating – Additional \$12,985.00, taken from Contingencies.
- CO #15 – Heat Exchanger/Chiller – Additional \$542,810.00.
- CO #16 – 10” Flame Trap, GHB1 Flow Meter, Upsizing Inter. Pump St. Crane - Additional \$60,239.00, taken from Contingencies.
- CO #17 – Under Review \$87,012.00
- CO #18 – Side Stream - \$137,978.00 plus up to \$111,320 for equipment rental from Contingencies
- CO #19 – Removed from the WWTP Expansion Project

- CO #20 – GHB#3 Floor Drain, 10” Valve, and Intermediate Overflow Pipe - \$99,542.00, to be taken from Contingencies
- CO #21 – Removed from WWTP Expansion Project
- CO #22 – Facultative #5 Fill Line - \$111,209.47, to be taken from Contingencies.
- CO #23 – Installation of pH Probe in Control Structure 302 - \$46,560.00, to be taken from Contingencies.
- CO #24 & #24A – Installation of Pig Launch Port on 16” Hilmar Line - \$108,256.00 and \$41,841.00 respectively. These items will be added to the project cost.

Change Order Total to date - \$10,655,107.18 (Only \$3,398,557.32 excluding CO #1)

City Commission Options:

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

Financial Considerations: CO #20 for \$99,542.00. Funding will come from the State Revolving Fund.
 CO #22 for \$111,209.47. Funded from Contingency.
 CO #23 for \$46,560.00. Funded from Contingency.
 CO #24 & #24A for \$108,256.00 and \$41,841.00. Funding will come from the State Revolving Fund.

Amount \$: \$407,408.47 – \$150,097.00 added, \$257,311.47 from contingency

Fund:

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: These Change Orders will be added to the UCI’s GMP Contract.

Mission/Values: This aligns with the City’s Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

Attachments: CO #20, CO #22, CO #23, CO #24 & #24A

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

Change Order

Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
122025. P.O. Box 880
Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 20
Seq #: 1

Contractor: Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Change Order Date: 2/26/25

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
20	1		LS	GHB-3 Drain Line Revisions, Additional WW-15 Valve, & ILS Overflow Line Changes		\$99,542.00

Change Order 20 per the attached description, breakdown, drawings, and invoices.

*CO#20 requires 15 additional working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 20 to be deducted from Contingency.

Authorized By Owner: _____
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Accepted By Contractor: _____
Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Engineer: _____
Professional Engineering Consultants
303 S Topeka
Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order - 20

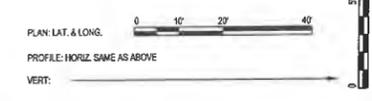
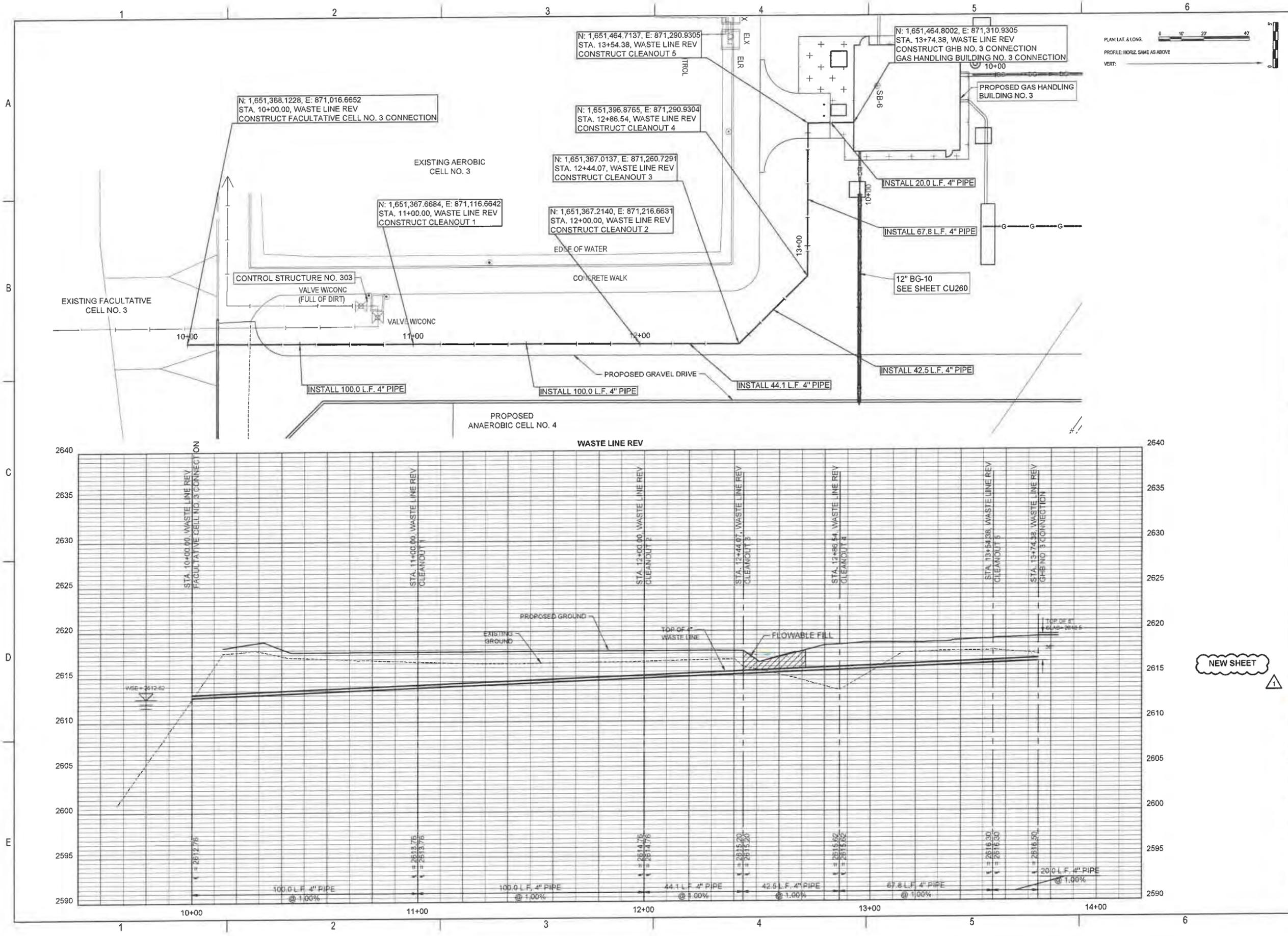
Title: GHB-3 Drain Line Revisions, Additional WW-15 Valve, and ILS Overflow Line Changes

Additional Days for PCO : 15 days

Description: GHB-3 Drain Line changes per drawing CU264 which required 374.4' of dig/lay/bury 4" waste line from GHB-3 to Facultative Cell #3(includes 5ea cleanouts, core retaining wall, remove/replace slope paving, and flow fill over portion of line)(390mhrs). Additional 10" MJ Gate Valve on WW-15(27mhrs). Intermediate Lift Station Overflow WW-19 Line changes(per CP120, CU223 which included removing 20' of 16" pipe previously installed, backfill and compaction, patch hole and zebron coat patch, patch waterproofing on the exterior wall, and core new hole as shown). Includes concrete pavement over ILS Overflow Line(flow fill, compacted AB-3, 8" concrete pavement, and reinforced concrete collar at tie-in to existing lift station)(223mhrs). The cost below includes a deduct of \$4,450.00 for the 50' of 4" waste line that was shown on the original plans.

DIRECT LABOR	Rate	Unit	Duration	Subtotal
Supervisor	\$75.00	MH	100	\$7,500
Operator 2ea	\$44.00	MH	200	\$8,800
Pipe Tech/Concrete Tech 3ea	\$35.00	MH	340	\$11,900
Operator 2ea (OT)	\$66.00	MH	0	\$0
Concrete Tech 3ea (OT)	\$52.50	MH	0	\$0
DIRECT LABOR TOTAL			640	\$28,200
MATERIALS				Subtotal
GHB-3 Drain Line Materials				\$2,580
10" MJ Gate Valve				\$2,961
Concrete/Reinforcement/Form Materials/Aggregate(ILS Overflow Line - Pipe Penetration & Concrete Pavement, GHB-3 Drain Line Flow Fill & Concrete)				\$5,375
				\$0
MATERIAL TOTAL				\$10,917
EQUIPMENT RENTAL	Rate	UNIT	Duration	Subtotal
PU Truck	\$80.00	DY	9	\$720
336 Cat Excavator	\$360.00	DY	3	\$1,080
Loader 624	\$200.00	DY	3	\$600
Trench Boxes	\$50.00	DY	9	\$450
325 Cat Exc	\$294.00	DY	9	\$2,646
Cat 289 Skid Loader	\$167.00	DY	6	\$1,002
Water Truck	\$200.00	DY	3	\$600
Subtotal				\$7,098
Misc Equipment Running Costs				
Fuel, oil, gas, grease (30% of Equipment Rental Cost)				\$2,129
Equipment Hauling (Equipment is on site)				\$0
Subtotal				\$2,129
EQUIPMENT TOTAL				\$9,227
GENERAL EXPENSE				
Labor				
Project Leader	\$95.00	MH	8	\$760
Site Manager	\$95.00	MH	0	\$0
Production Leader	\$105.00	MH	40	\$4,200
Production Associate	\$85.00	MH	50	\$4,250
QA/QC Associate	\$85.00	MH	40	\$3,400
Procurement Associate	\$85.00	MH	0	\$0
Safety Supervisor	\$85.00	MH	40	\$3,400
Subtotal			178	\$16,010
Materials				
Safety provisions	\$1.00	MH	818	\$818
Area yard charges	\$1.00	MH	818	\$818
Small tools	\$1.50	MH	818	\$1,227
Subsistence (211mhs/10)	\$150.00	Day	82	\$12,300
Utilities	\$15.00	Day	0	\$0
Office Facilities	\$45.00	Day	0	\$0
Subtotal				\$15,163
GENERAL EXPENSE TOTAL				\$31,173
UCI TOTAL WORK ITEMS				\$79,517
UCI Overhead	10%			\$7,951.70
Subtotal				\$87,468.72
UCI Profit	5%			\$4,373.44
UCI TOTAL COST				\$91,842
SUBCONTRACTS				
M6 Cutting & Coring				\$6,104
SUBCONTRACT TOTAL WORK ITEMS				\$6,104
UCI SUBCONTRACT FEE	10%			\$610.40
UCI SUBCONTRACT TOTAL COSTS				\$6,714
TOTAL COST (UCI WORK AND SUBCONTRACTORS)				\$98,557
Insurance	1.0%			\$986
CHANGE ORDER TOTAL				\$99,542

SAVED 6/28/2024 2:25:31 PM BY CATHY LINK
 PLOTTED 6/28/2024 2:50:09 PM BY CATHY LINK
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WASTEWATER SYSTEM
 EXPANSION - PACKAGE 3

CITY OF DODGE CITY, KANSAS

Rev.	Description	Date
1	ISSUED FOR PERMIT	3/1/2024

JOB NO.	210263-001
DATE	MARCH 2023
PM	NDF
DESIGNED BY	TBK
DRAWN BY	ASB
CHECKED BY	SCU

WASTE LINE REV

CU264



Request For Information # 107

Project:	122025.
Project Name:	Dodge City KS Package 3 – System Expansion

To:	From:
Nicole Franken / Ever Villalobos	Jason Brady
Professional Engineering Consultants	UCI
303 South Topeka	1930 S Hoover, Suite 100 PO Box 9592
Wichita, KS 67202	Wichita, KS 67277-0592
Phone: 316-206-1343	Phone:
Fax:	Fax: 316-265-3041
Email:	Email: jasonb@ucict.com

Subject:	Status:	Date Submitted:	Respond By:	Cost Impact:
Existing Intermediate Lift Station Pipe Collar Detail		08/06/2024	08/07/2024	

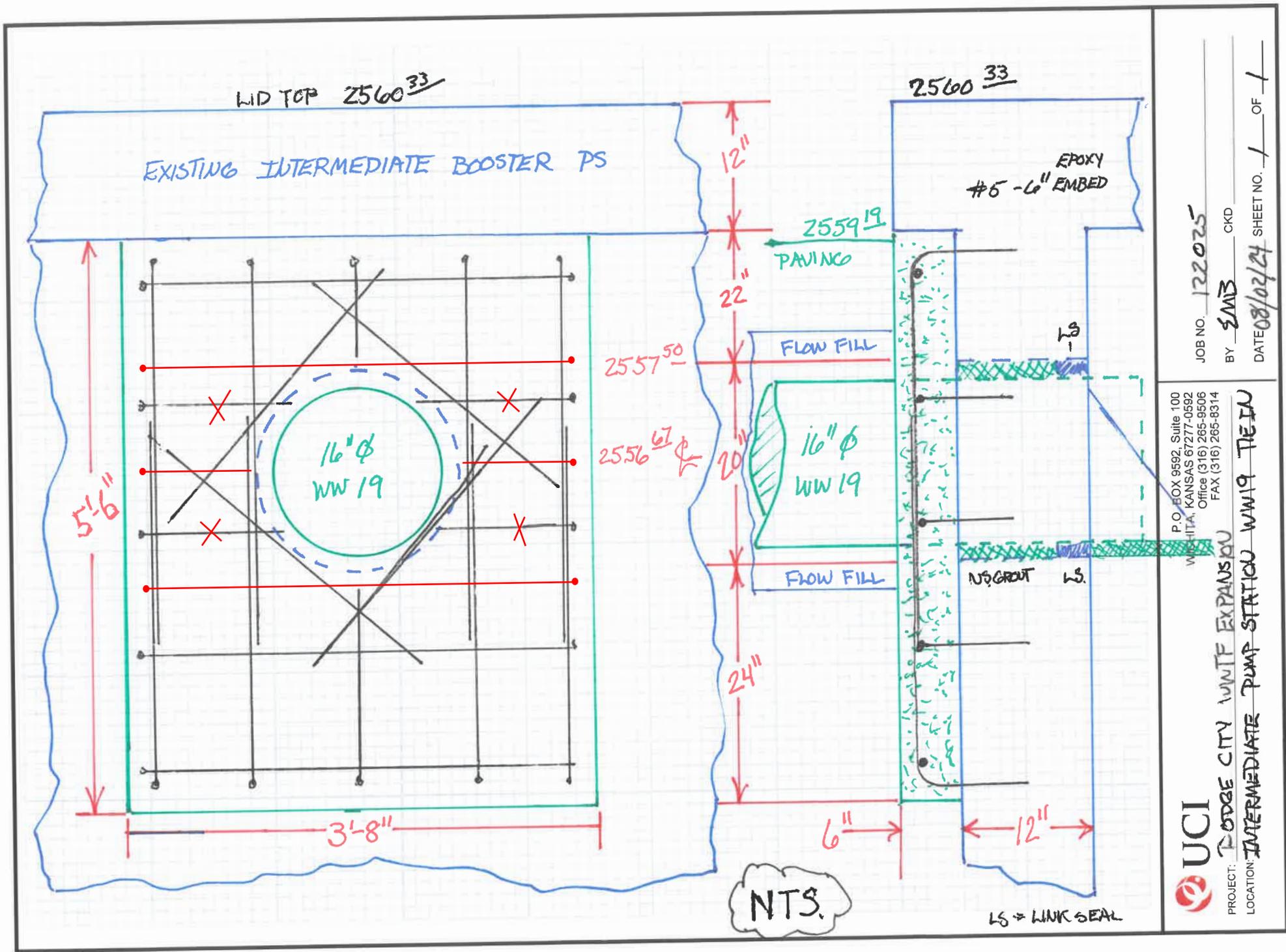
Information Requested:

Attached is a proposed detail for the pipe collar at the Existing Intermediate Lift Station Overflow Pipe. Please let UCI know if this is acceptable.

RFI Response:

See attached markups. Adjust horizontal bar spacing so that the bar directly above and below the penetration is continuous. Due to the limited amount of ground cover, fill below encasement shall be compacted in lifts and encasement doweled into lift station wall.

David Carpenter (PEC) -- 8/9/2024



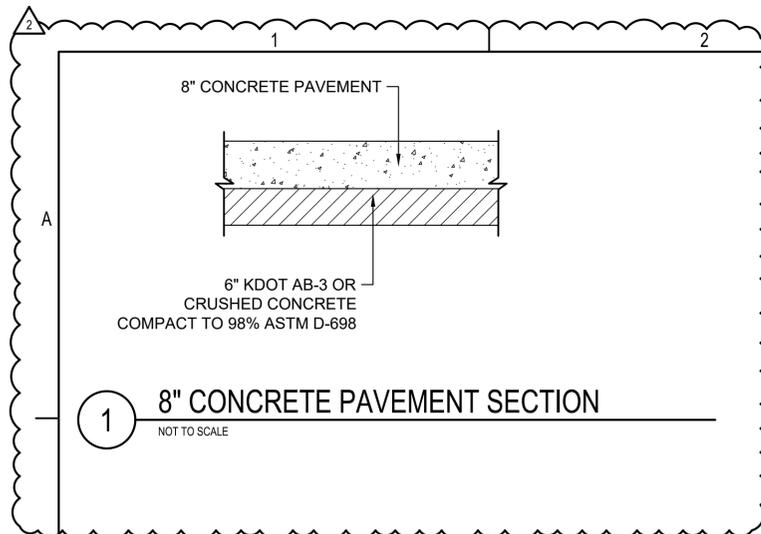
P.O. BOX 9592, Suite 100
 WICHITA, KANSAS 67277-0592
 Office (316) 265-9506
 FAX (316) 265-8314



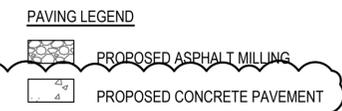
PROJECT: DODGE CITY WWTF EXPANSION
 LOCATION: INTERMEDIATE PUMP STATION WW19 TIE IN

JOB NO. 122025
 BY: S.M.B. CKD
 DATE: 08/02/24 SHEET NO. 1 OF 1

SAVED 6/20/2024 11:41:53 AM BY BENJAMIN BOCKOVER
 PLOTTED 6/20/2024 11:42:18 AM BY BENJAMIN BOCKOVER
 U:\WICHITA-CIVIL\2021\210263\001\WINDRAWINGS\PACKAGE 4 - PLANT EXPANSION\210263-001-CP120.DWG



CULTIVATED FIELD



COORDINATE LIST

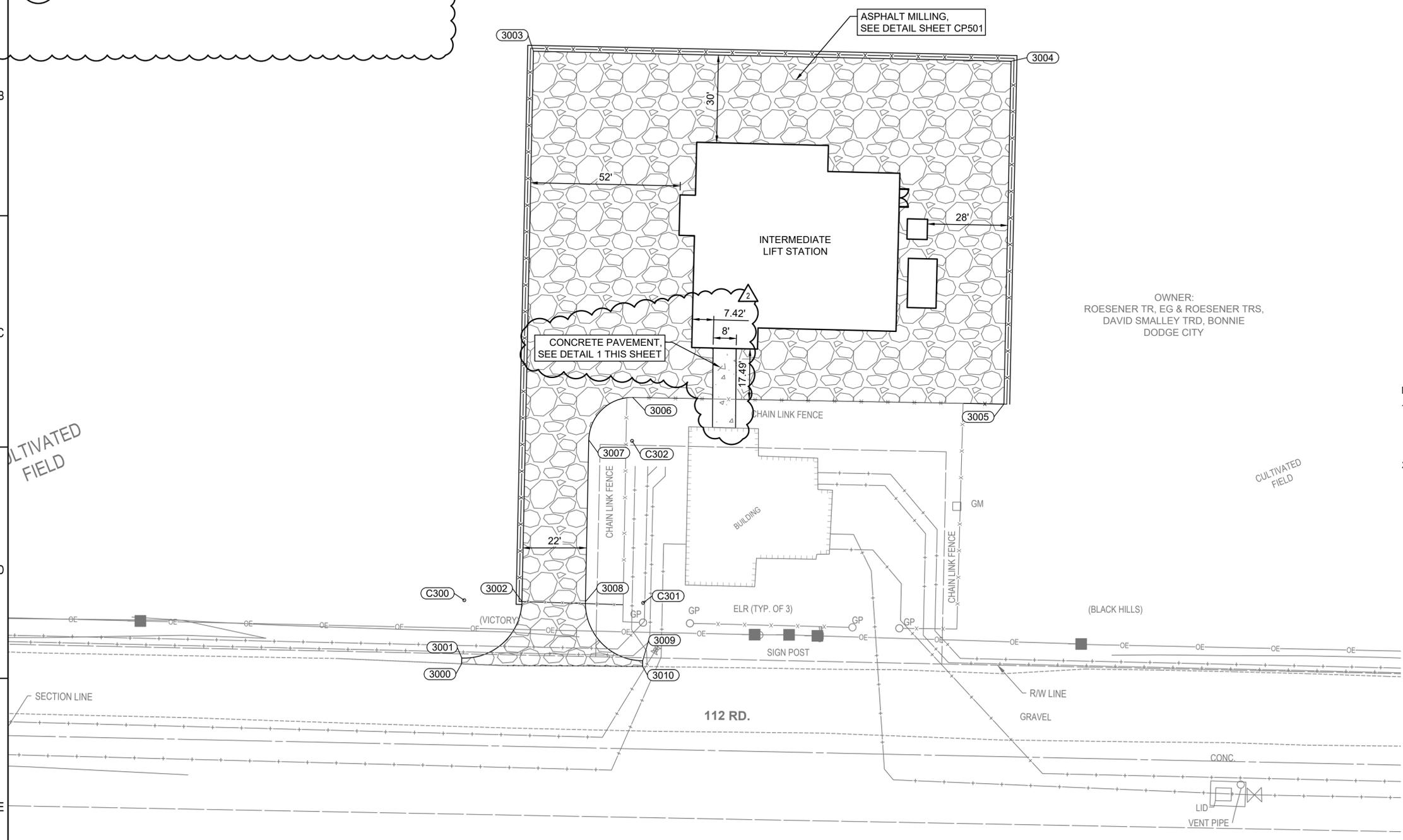
POINT	NORTHING	EASTING
3000	1,686,247.7941	879,229.8094
3001	1,686,247.7092	879,231.8076
3002	1,686,226.8645	879,251.3704
3003	1,686,222.8751	879,441.6515
3004	1,686,057.2913	879,438.1799
3005	1,686,059.7771	879,319.6178
3006	1,686,188.4269	879,321.9043
3007	1,686,203.6887	879,307.2211
3008	1,686,204.8616	879,251.2774
3009	1,686,185.0037	879,230.8587
3010	1,686,185.0175	879,228.8583

CURVE LIST

POINT	NORTHING	EASTING
C300	1,686,246.8601	879,251.7896
C301	1,686,184.8660	879,250.8582
C302	1,686,188.6920	879,306.9067

- NOTE:**
- CONTRACTOR SHALL VERIFY FENCE POST LOCATIONS AT UTILITY CROSSINGS PRIOR TO CONSTRUCTION.
 - COORDINATE POINTS SHOWN HEREON ARE TO THE EDGE OF PROPOSED MILLINGS. REFERENCE LF SHEETS FOR FENCE COORDINATES.

OWNER:
ROESENER TR, EG & ROESENER TRS,
DAVID SMALLY TRD, BONNIE
DODGE CITY



CULTIVATED FIELD

CULTIVATED FIELD



WASTEWATER SYSTEM
 EXPANSION - PACKAGE 3

CITY OF DODGE CITY, KANSAS

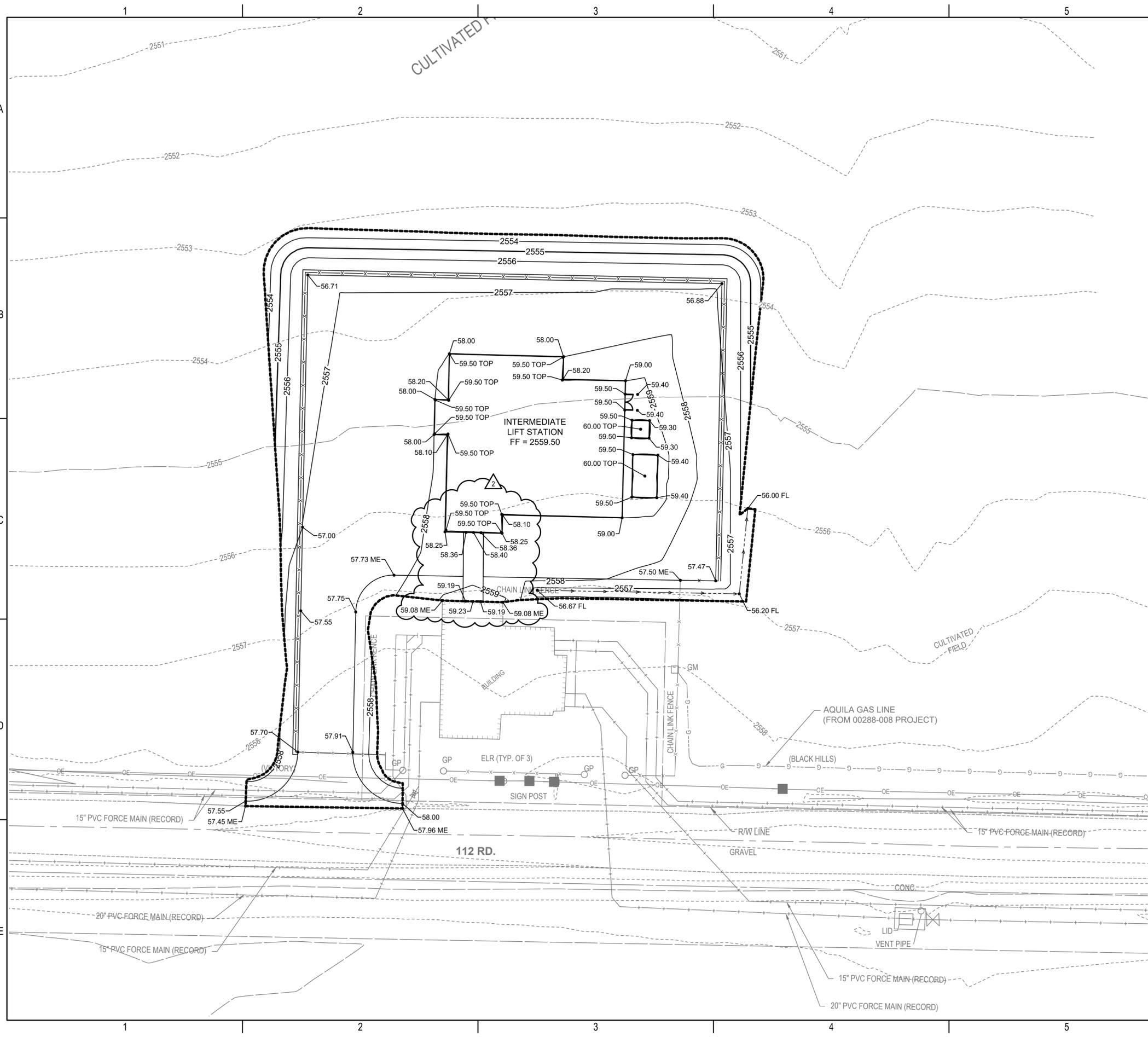
Rev.	DESCRIPTION	DATE
2	PIPE ADJUSTMENT	6/20/2024

JOB NO.	210263-001
DATE	MARCH 2023
PM	NDF
DESIGNED BY	JAG
DRAWN BY	NCL
CHECKED BY	DRC

INTERMEDIATE LIFT STATION
SITE PAVING

CP120

SAVED 6/20/2024 8:06:31 AM BY BENJAMIN BOCKOVER
 PLOTTED 6/20/2024 8:07:39 AM BY BENJAMIN BOCKOVER
 U:\WICHITA-CIVIL\2021\210263\001\MUNIDRAWINGS\PACKAGE 4 - PLANT EXPANSION\210263-001-CG120.DWG



- GRADING LEGEND**
- 1300 — EXISTING MAJOR CONTOUR
 - - - 1301 - - - EXISTING MINOR CONTOUR
 - 1300 — PROPOSED MAJOR CONTOUR
 - - - 1301 - - - PROPOSED MINOR CONTOUR
 - — — PROPOSED GRADING LIMITS
 - 01.50 ○ PROPOSED SPOT ELEVATION (+2500 = NAVD88 ELEVATION)

- GRADING ABBREVIATIONS**
- ME MATCH EXISTING
 - FL FLOW LINE

- SITE GRADING NOTES**
1. ALL FILL MATERIAL BLADED SMOOTH AND SLOPED TO DRAIN.
 2. CADD FILES FOR GRADING WILL BE MADE AVAILABLE UPON REQUEST.
 3. THE CONTRACTOR SHALL SATISFY THEMSELVES WITH THE EARTHWORK QUANTITIES AND NO CHANGE ORDER FOR EARTHWORK WILL BE APPROVED.
 4. THE TOP 6" OF ALL AREAS TO BE SEEDED SHALL RECEIVED TOPSOIL MATERIAL SUITABLE FOR GROWTH OF VEGETATION. OVEREXCAVATE 6" THRU AREAS OF CUT FOR PLACEMENT OF TOPSOIL. NO ADDITIONAL PAYMENT SHALL BE MADE FOR DOUBLE-HANDLING OF STOCKPILING. REFERENCE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.



WASTEWATER SYSTEM
 EXPANSION - PACKAGE 3

CITY OF DODGE CITY, KANSAS

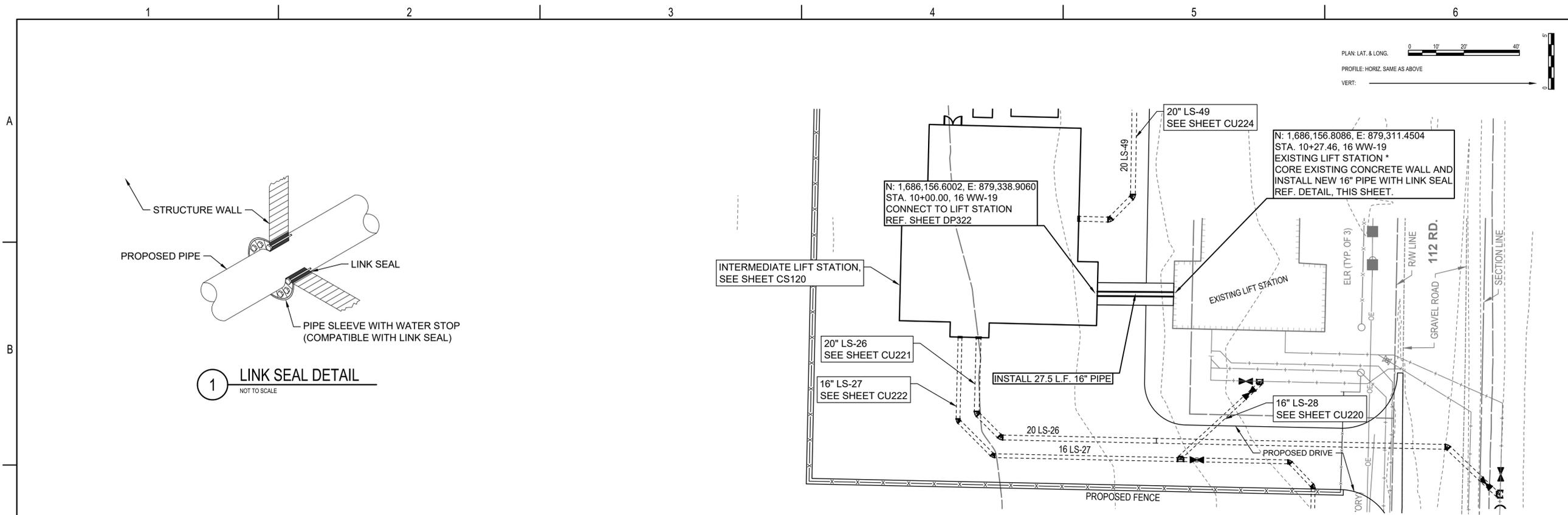
Rev.	Description	Date
2	PIPE ADJUSTMENT	6/20/2024

JOB NO.	210263-001
DATE	MARCH 2023
PM	NDF
DESIGNED BY	JAG
DRAWN BY	CAE
CHECKED BY	DRC

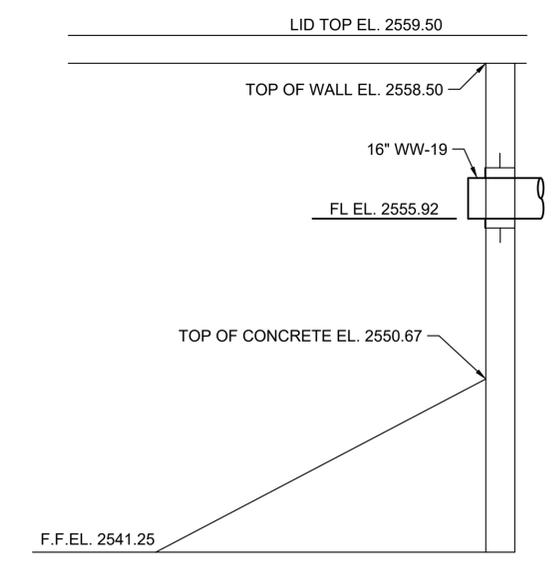
SITE
 GRADING-INTERMEDIATE
 LIFT STATION

CG120

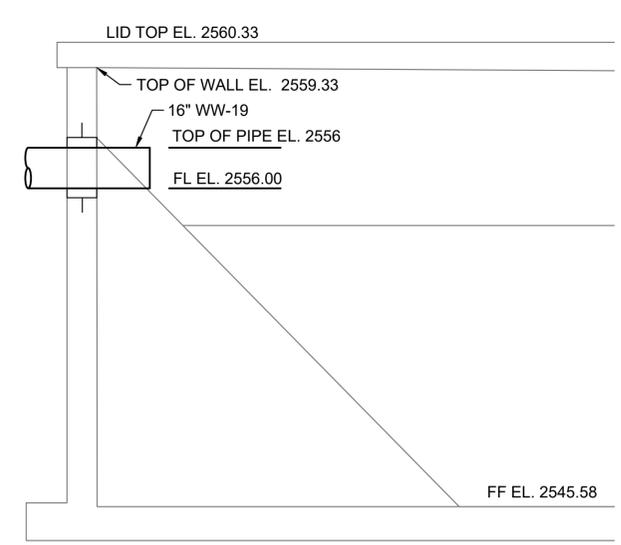
SAVED 6/27/2024 8:41:07 AM BY TREVOR KAUFMAN
 PLOTTED 6/27/2024 8:43:18 AM BY TREVOR KAUFMAN
 U:\WICHITA-CIVIL\2021\210263\001\MUNIDRAWINGS\PACKAGE 4 - PLANT EXPANSION\210263-001-CU223.DWG



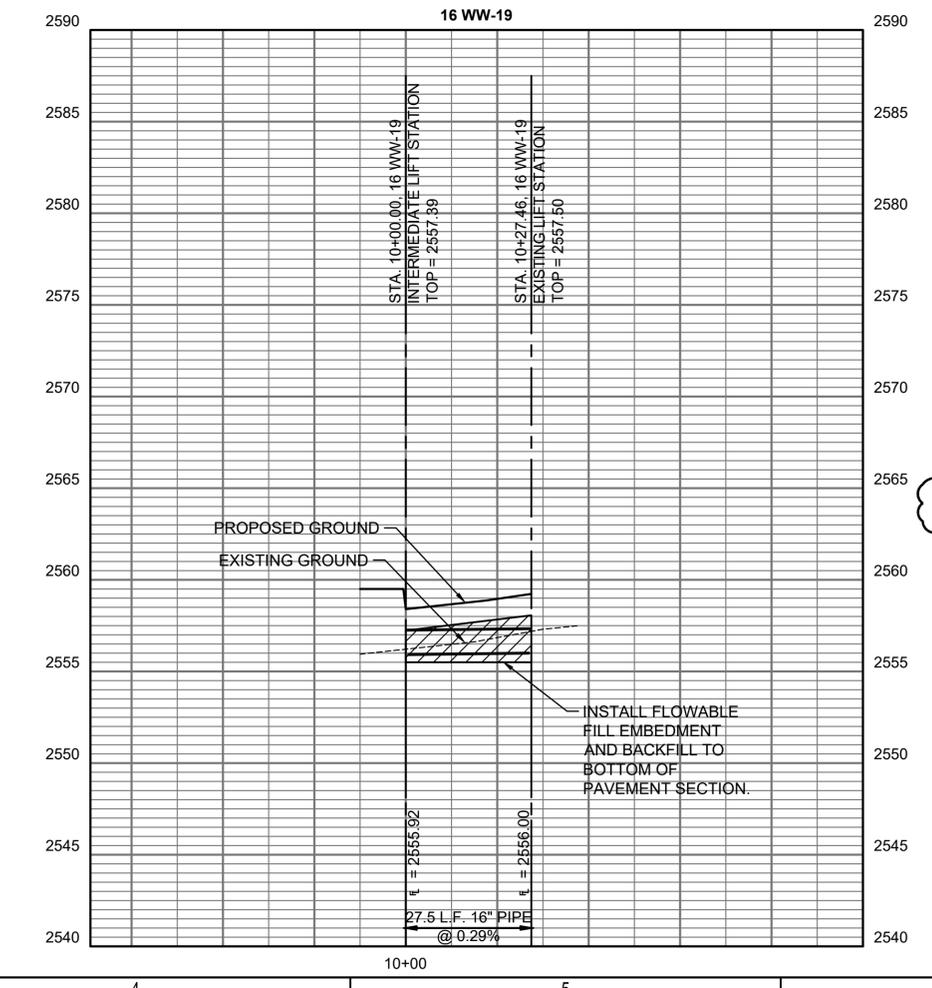
1 LINK SEAL DETAIL
 NOT TO SCALE



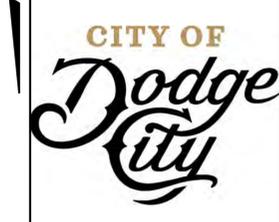
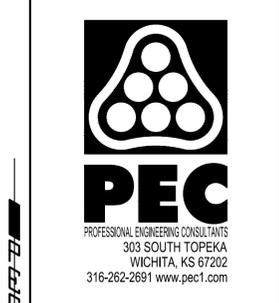
2 INTERMEDIATE LIFT STATION SECTION
 NOT TO SCALE



3 EXISTING LIFT STATION SECTION
 NOT TO SCALE



REVISED ENTIRE SHEET



WASTEWATER SYSTEM
 EXPANSION - PACKAGE 3

CITY OF DODGE CITY, KANSAS

Rev.	Description	Date
1	PIPE ADJUSTMENT	6/20/2024

JOB NO. 210263-001
 DATE MARCH 2023
 PM NDF
 DESIGNED BY TBK
 DRAWN BY NCL
 CHECKED BY SCU

INTERMEDIATE LIFT STATION
 - 16 WW-19

CU223

Original Invoice

Remit To:

WICHITA WINWATER WORKS CO.
3612 S WEST STREET
WICHITA, KS 67217

Page	Date Printed	Invoice No.
1	8/30/24	258834 01

To Reorder Contact Us At
Phone No. : (316) 522-8900
Fax No .. : (316) 522-1472 DB# 22

Sold To:

UCI
PO BOX 9592
WICHITA, KS 67277-0592

Ship To:

UCI
PO BOX 9592
WICHITA, KS 67277-0592

Customer Number 00248-000304	Customer Purchase Order 122025-JB039	Job Name DCWWTP EXP. GHB-3 WL
Placed By JBRADY	Salesman 022-DANE FUGLEBERG	Type Shipment Stock
	Ship VIA	Date Shipped 8/30/24

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
440	FT	PVC 9400B 4X20 PVC40 BE PIPE	440		3.6100		.00	1,588.40	N
4	EA	4 PVCDWV HXH 45 ELL	4		12.4800		.00	49.92	N
5	EA	4 PVCDWV 2 WAY C.O. TEE	5		50.3800		.00	251.90	N
5	EA	4 PVCDWV HXFIP ADAPTER	5		13.8400		.00	69.20	N
5	EA	4 PVCDWV CLEANOUT PLUG	5		5.4400		.00	27.20	N

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.
1% 10TH PRX NET 25TH
If Paid By 10/10/24 You May Deduct 19.87
Pay full balance by 10/25/24

Tax Area ID:	Net Sales	1,986.62
KS - 171730860	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	1,986.62

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (316) 522-8900.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

Original Invoice

Remit to:

WICHITA WINWATER WORKS CO.
3612 S WEST STREET
WICHITA, KS 67217

Page	Date Printed	Invoice No.
1	9/30/24	259175 01

To Reorder Contact Us At
Phone No. : (316) 522-8900
Fax No .. : (316) 522-1472 DB# 21

Sold To:

UCI
PO BOX 9592
WICHITA, KS 67277-0592

Ship to:

UCI
PO BOX 9592
WICHITA, KS 67277-0592

Customer Number 00248-000304	Customer Purchase Order 122035-JB039	Job Name DCWWTP, WASTE LINE
Placed By JBRADY	Salesman 022-DANE FUGLEBERG	Type Shipment Stock
	Ship VIA	Date Shipped 9/30/24

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
5	EA	DOMESTIC RING 02194-01-1050	5		59.3800		.00	296.90	N
5	EA	DOMESTIC LID M/ DRAIN 02194-01-1004	5		59.3700		.00	296.85	N

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.
1% 10TH PRX NET 25TH
If Paid By 11/10/24 You May Deduct 5.94
Pay full balance by 11/25/24

Tax Area ID:	Net Sales	593.75
KS - 171730860	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	593.75

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (316) 522-8900.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

Original Invoice

Remit To:

WICHITA WINWATER WORKS CO.
3612 S WEST STREET
WICHITA, KS 67217

Page	Date Printed	Invoice No.
1	10/02/24	259196 01

To Reorder Contact Us At
Phone No. : (316) 522-8900
Fax No .. : (316) 522-1472 DB# 02

Sold To:

UCI
PO BOX 9592
WICHITA, KS 67277-0592

Ship To:

UCI
PO BOX 9592
WICHITA, KS 67277-0592

Customer Number 00248-000304	Customer Purchase Order 122025-JB041	Job Name DCWWTP WW-15
Placed By JBRADY	Salesman 022-DANE FUGLEBERG	Date Shipped 10/02/24
Type Shipment Stock	Ship VIA	

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2	EA	10" PVC MJ ONE-LOK REST. *AIS*	2		160.0000		.00	320.00	N
1	EA	10 MJ RS VALVE OL	1		2,641.2500		.00	2,641.25	N

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.
1% 10TH PRX NET 25TH
If Paid By 11/10/24 You May Deduct 29.61
Pay full balance by 11/25/24

Tax Area ID: KS - 171730860	Net Sales Freight	2,961.25 .00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	2,961.25

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (316) 522-8900.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.



Invoice

1030 S. McComas
Wichita, KS 67213
(316) 263-7251 Phone • (316) 264-3517 Fax

Invoice No: **18547**
Invoice Date: **20 Aug 2024**

PO No.:
Requisition No.:
Quote No.:

Name: Dodge City Pump Station
Site Address: 11560 112 Rd
Dodge City, KS 67801

Bill To: UCI
P O BOX 9592
WICHITA, KS 67277-0592

Terms: **Net 30 Day**

Qty	Dt of Srv WO No.	Item Ref. Number	Description	Price	Taxable	Total
1.00	08/06/2024	C/D Core Drill 026948	Diameter: 20" Depth: 12" Material: Concrete Wall Type: Hydraulic	2,350.00	Yes	2,350.00
1.00	08/06/2024	C/D Core Drill 026948	Diameter: 20" Depth: 30" Material: Concrete Wall Type: Hydraulic	3,250.00	Yes	3,250.00

Sub Total:	5,600.00
Tax:	504.00
Invoice Total:	6,104.00

Thank you for your business!







Change Order

Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
 122025. P.O. Box 880
 Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 22
 Seq #: 1

Contractor: Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Change Order Date: 2/25/25

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
22	1		LS	Facultative Cell #5 Fill Line		\$111,209.47

Change Order 22 per drawing CG102, the below breakdown, and attached quote.

Facultative Cell # 5 Fill Line MJE Quote - \$101,099.52
 UCI 10% Markup - \$10,109.95
 Total: \$111,209.47

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 22 to be deducted from Contingency.

Authorized By Owner: _____
 City of Dodge City
 P.O. Box 880
 Dodge City, KS 67801

Accepted By Contractor: _____
 Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Engineer: _____
 Professional Engineering Consultants
 303 S Topeka
 Wichita, KS 67202

QUOTE FOR CONSTRUCTION



MJE, LLC

26503 Eleven Road

Montezuma, Kansas 67867

Contact: Jackson Miller

Phone: 620-846-2634

Email: jmiller@mjelc.net

Quote To: UCI
Phone:
Email:

Job Name: DCWW Facultative Cell #5 Fill Pipe
Date of Plans:
Date of Quote: 2/6/25

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Price includes furnishing and installing 16" fill pipe at Facultative Cell #5.				
1	FACULTATIVE CELL #5 FILL PIPE MATERIAL	1.00	LS	67,959.72	67,959.72
2	FACULTATIVE CELL #5 FILL PIPE EQUIPMENT	1.00	LS	14,945.40	14,945.40
3	FACULTATIVE CELL #5 FILL PIPE LABOR	1.00	LS	18,194.40	18,194.40
GRAND TOTAL					\$101,099.52

NOTES:

1. This quote and these qualifications shall be included as part of the contract documents between the Owner and MJE, LLC. If the quote and qualifications are the only written documents evidencing the agreement between the Owner and MJE, LLC such documents constitute the contract between Owner and MJE, LLC.

Presented by: *Jackson Miller*
MJE, LLC

Accepted by:

Change Order

Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
122025. P.O. Box 880
Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 23
Seq #: 1

Contractor: Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Change Order Date: 3/7/25

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
23	1		LS	CS 302 PH Probe		\$46,560.00

Change Order 23 per the attached description, breakdown, drawings, and quotes.

*CO#23 requires 7.5 additional working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 23 to be deducted from Contingency.

Authorized By Owner: _____
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Accepted By Contractor: _____
Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Engineer: _____
Professional Engineering Consultants
303 S Topeka
Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order - 23

Title: CS 302 PH Probe

Additional Days for PCO : 7.5 days

Description: CS 302 PH Probe installation per the attached drawings/details and quotes. This includes purchasing/fabricating PH Probe housing, saw cutting/removing concrete, excavating, backfill w/sand electrical conduit, replacing 2cy's +/- of concrete(reinforcement includes wire mesh and rebar dowels 18" OC), and Electrical and Instrumentation.

DIRECT LABOR	Rate	Unit	Duration	Subtotal
Supervisor	\$75.00	MH	32	\$2,400
Operator 1ea	\$44.00	MH	16	\$704
Pipe Tech/Concrete Tech 2ea	\$35.00	MH	32	\$1,120
Operator 1ea (OT)	\$66.00	MH	4	\$264
Concrete Tech 2ea (OT)	\$52.50	MH	8	\$420
DIRECT LABOR TOTAL			92	\$4,908
MATERIALS				Subtotal
3" SS Pipe and Fittings				\$1,050
Concrete / Sand / Wire Mesh / Rebar Dowels				\$800
				\$0
				\$0
MATERIAL TOTAL				\$1,850
EQUIPMENT RENTAL	Rate	UNIT	Duration	Subtotal
PU Truck	\$80.00	DY	2	\$160
305 Cat Excavator (External)	\$184.00	DY	2	\$368
Concrete Saw W/Diamond Blade	\$696.00	LS	1	\$696
Cat 289 Skid Loader	\$167.00	DY	2	\$334
		DY	0	\$0
		DY	0	\$0
		DY	0	\$0
Subtotal				\$1,558
Misc Equipment Running Costs				
Fuel, oil, gas, grease (30% of Equipment Rental Cost)				\$467
Equipment Hauling	\$130.00	HR	2	\$260
Subtotal				\$727
EQUIPMENT TOTAL				\$2,285
GENERAL EXPENSE				
Labor				
Project Leader	\$95.00	MH	4	\$380
Site Manager	\$95.00	MH	0	\$0
Production Leader	\$105.00	MH	8	\$840
Production Associate	\$85.00	MH	0	\$0
QA/QC Associate	\$85.00	MH	8	\$680
Procurement Associate	\$85.00	MH	0	\$0
Safety Supervisor	\$85.00	MH	0	\$0
Subtotal			20	\$1,900
Materials				
Safety provisions	\$1.00	MH	112	\$112
Area yard charges	\$1.00	MH	112	\$112
Small tools	\$1.50	MH	112	\$168
Subsistence (112mhs/10)	\$150.00	Day	12	\$1,800
Utilities	\$15.00	Day	3	\$45
Office Facilities	\$45.00	Day	3	\$135
Subtotal				\$2,372
GENERAL EXPENSE TOTAL				\$4,272
UCI TOTAL WORK ITEMS				\$13,315
UCI Overhead	10%			\$1,331.54
Subtotal				\$14,646.94
UCI Profit	5%			\$732.35
UCI TOTAL COST				\$15,379
SUBCONTRACTS				
Shelley Electric per attached quote				\$27,927
SUBCONTRACT TOTAL WORK ITEMS				\$27,927
UCI SUBCONTRACT FEE	10%			\$2,792.70
UCI SUBCONTRACT TOTAL COSTS				\$30,720
TOTAL COST (UCI WORK AND SUBCONTRACTORS)				\$46,099
Insurance	1.0%			\$461
CHANGE ORDER TOTAL				\$46,560



Shelley Electric, Inc. • 3619 W 29th St South, Wichita, KS 67217 • TEL 316-945-8311 • shelleyelectric.com

March 3, 2025

Mr. Walter Marcotte

UCI

VP-Estimating

WMarcotte@ucict.com

(316) 265-9506

Dodge City WWTP – PH Analyzer

We are pleased to provide you with a quote for your consideration for the above project.

Base Bid: **\$ 27,927.00**

Scope of work:

- Includes providing a new PH Analyzer at control structure 302.
- Includes providing connection to SCADA system by Pedrotti.
- Includes conduit and wire run from GHB2 to the control structure on the stem wall of Anaerobic Cell #3.
- Includes core drilling into the structure for connection to the probe.
- Includes mounting new junction box at the control structure.
- **Excludes installing the perforated tubing inside the control structure.**
- Excludes SALES TAX.

If you have any questions, please call me at (316) 945-8311

Respectfully Submitted,
SHELLEY ELECTRIC, INC.

A handwritten signature in black ink that reads "Curtis Mitchell".

Curtis Mitchell
VP-Estimating

SHELLEY ELECTRIC, INC.

Change Order #008 PH Analyzer
PRICING SUMMARY

Description: Provide a new PH Analyzer fed from GHB2

I	MATERIAL				
	A. Per Extend Sheet			\$	6,499.81
	B. Quoted Items			\$	-
	C. Subcontractor	Pedrotti		\$	9,610.00
				\$	-
				\$	-
	TOTAL MATERIAL COSTS				\$ 16,109.81
II	LABOR COSTS	HOURS	RATE		
	A. Journeyman	52	\$ 35.00	\$	1,820.00
	Journeyman O.T.	0	\$ 52.50	\$	-
	Foreman (16% of JW)	8.32	\$ 38.50	\$	320.32
	Foreman O.T.	0	\$ 57.75	\$	-
	Gen Foreman	0	\$ 42.00	\$	-
	Gen Foreman O.T.	0	\$ 63.00	\$	-
	B. Burden %	75%			\$1,605.24
	TOTAL LABOR COSTS				\$ 3,745.56
	TOTAL DAYS ADDED TO THE PROJECT:		7.5		
III	EQUIPMENT COSTS				
	A. Small Tools (4.5%) of Labor Cost			\$	168.55
	B. Rental Equipment				
	C. Transportation Costs (6%) of materials			\$	389.99
	D. Storage Costs (3.5%) of materials			\$	563.84
	TOTAL EQUIPMENT COSTS				\$ 1,122.38
IV	JOB COSTS EXPENSES				
	A. Offsite storage & Pre-fab				
	B. Bonds, Security, Project Insurance			\$	198.55
	C. Permits, Fees			\$	-
	D. Safety Equipment (2%) of Labor Costs			\$	74.91
	E. Freight (3%) of quoted items			\$	-
	F. Mobilize/Demobilize			\$	-
	G. Document Controls			\$	198.55
	H. Warranty			\$	99.28
	I. Technology			\$	397.11
	J. Per Diem (\$125 per day)			\$	937.50
					\$ 1,905.90
V	TOTAL PRIME COST				\$ 22,883.66
VI	OVERHEAD @ 13%				\$ 2,974.88
VII	TOTAL NET COSTS				\$ 25,858.53
VIII	SUBTOTAL			\$	25,858.53
IX	PROFIT @ 8%			\$	2,068.68
X	SALES TAX PERCENTAGE	7.50%		\$	-
XI	TOTAL AND SELL PRICE FOR DIRECT COSTS			\$	27,927.00
	PREPARATION FEE	HOURS	RATE		
		0	\$ 125.00	\$	-
	TOTAL CHANGE TO CONTRACT			\$	27,927.00
	TOTAL DAYS ADDED TO THE CONTRACT				7.5

Item #	Item Name	Quantity	Bid Price	Ext Bid Price	Labor *	Ext Labor * CCode	% Ext Price	% Ext Hours
Combined->Combined->Combined->Combined->Combined				\$6,499.81	52.28		100.00%	100.00%
Branch Rough				\$2,217.15	26.99		34.11%	51.62%
2,098.00	3/4 GRC	20.00	\$391.63 C	\$78.33	6.00 C	1.20 cb	1.21%	2.30%
2,099.00	1 GRC	217.23	\$777.35 C	\$1,688.62	7.00 C	15.21 cb	25.98%	29.08%
2,135.00	1 GRC 90 ELBOW	3.00	\$3,371.94 C	\$101.16	0.50 E	1.50 cb	1.56%	2.87%
2,342.00	1 GRC COUPLING	3.00	\$456.90 C	\$13.71	7.00 C	0.21 cb	0.21%	0.40%
3,820.00	1 GRC LB BODY	1.00	\$26.53 E	\$26.53	0.80 E	0.80 cb	0.41%	1.53%
3,831.00	3/4 GRC T BODY	2.00	\$22.14 E	\$44.28	1.00 E	2.00 cb	0.68%	3.83%
3,832.00	1 GRC T BODY	1.00	\$33.39 E	\$33.39	1.25 E	1.25 cb	0.51%	2.39%
4,103.00	1 GRC FLAT COVER	2.00	\$14.64 E	\$29.29	0.00 X	0.00 cb	0.45%	0.00%
4,112.00	1IN COND BDY NEO GASK	2.00	\$7.17 E	\$14.35	0.00 X	0.00 cb	0.22%	0.00%
4,591.00	3/4 LOCKNUT	4.00	\$12.80 C	\$0.51	0.12 E	0.48 cb	0.01%	0.92%
4,661.00	3/4 BUSH PLASTIC	2.00	\$31.00 C	\$0.62	0.12 E	0.24 cb	0.01%	0.46%
4,773.00	3/4 HUB INSULATED	1.00	\$1,553.25 C	\$15.53	0.00 C	0.00 cb	0.24%	0.00%
4,787.00	1 ALUM MEYERS HUB	2.00	\$1,197.00 C	\$23.94	0.55 E	1.10 cb	0.37%	2.10%
4,912.00	3/4 3 PIECE UNION	1.00	\$533.18 C	\$5.33	0.70 E	0.70 cb	0.08%	1.34%
4,962.00	3/4-1/2 REDUCING BUSHING	2.00	\$343.66 C	\$6.87	0.15 E	0.30 cb	0.11%	0.57%
5,297.00	3/4 GRC 2H STL STP	3.25	\$18.60 C	\$0.60	4.50 C	0.15 cb	0.01%	0.28%
5,310.00	1 GRC CHNL STRAP	31.90	\$347.77 C	\$110.95	3.00 C	0.96 cb	1.71%	1.83%
8,843.00	1/2 LIQUIDTIGHT FLEX	6.00	\$73.88 C	\$4.43	4.00 C	0.24 cb	0.07%	0.46%
8,855.00	1/2 LIQUIDTIGHT FLEX CONN	2.00	\$372.50 C	\$7.45	0.15 E	0.30 cb	0.11%	0.57%
8,903.00	1/2 LIQUIDTIGHT 90 FLEX CONN	2.00	\$562.50 C	\$11.25	0.18 E	0.36 cb	0.17%	0.69%
Branch Wire				\$243.94	4.69		3.75%	8.96%
10.00	14 THHN CU STRANDED	30.00	\$156.10 M	\$4.68	5.00 M	0.15 wb	0.07%	0.29%
11.00	12 THHN CU STRANDED	30.00	\$262.00 M	\$7.86	6.00 M	0.18 wb	0.12%	0.34%
1,023.00	1PR #16 OA SHLD 600VOLT TC CABLE	272.23	\$850.00 M	\$231.39	16.00 M	4.36 wb	3.56%	8.33%
Control Piping				\$500.00	4.00		7.69%	7.65%
34,011.00	AT GAS DETECTOR-MTG ONLY	1.00	\$500.00 E	\$500.00	4.00 E	4.00 cp	7.69%	7.65%
Drill, Cutting/Core				\$1,000.00	3.00		15.39%	5.74%
27,559.00	2 1/2X8 CORE-DRILL CONCRETE W/LAYOUT	2.00	\$500.00 E	\$1,000.00	1.50 E	3.00 md	15.39%	5.74%
Feeder Rough				\$2,076.80	6.00		31.95%	11.48%
25,707.00	30"X24"X10" NEMA 4X SS CONCEPT BOX	1.00	\$2,076.80 E	\$2,076.80	6.00 E	6.00 cf	31.95%	11.48%
Hangers/Anchors				\$405.93	2.43		6.25%	4.65%
5,841.00	10 X 1-1/2 COMB PAN HD TAP SCR	5.00	\$9.95 C	\$0.50	6.00 C	0.30 ch	0.01%	0.57%
5,903.00	1/4 FLAT STEEL WASHER	5.00	\$0.00 C	\$0.00	0.70 C	0.04 ch	0.00%	0.07%
6,431.00	CHANNEL CUTS - LABOR ONLY	2.00	\$0.00 C	\$0.00	30.00 C	0.60 ch	0.00%	1.15%
6,454.00	1 5/8" SS316 12GA STRUT	5.00	\$5,675.17 C	\$283.76	12.00 C	0.60 ch	4.37%	1.15%
6,558.00	3/8"-16 SS 316 CONDUIT BEAM CLAMP	2.00	\$41.66 E	\$83.32	30.00 C	0.60 ch	1.28%	1.15%
6,638.00	3/8-16X6FT SS THRD ROD	4.00	\$7.69 E	\$30.76	0.00 E	0.00 ch	0.47%	0.00%
6,742.00	3/8-16 SS HEX NUT	6.00	\$46.97 C	\$2.82	2.80 C	0.17 ch	0.04%	0.32%
6,753.00	3/8 SS LOCK WASHER	6.00	\$25.79 C	\$1.55	0.70 C	0.04 ch	0.02%	0.08%
6,754.00	1/2 SS LOCK WASHER	6.00	\$49.77 C	\$2.99	0.70 C	0.04 ch	0.05%	0.08%
6,764.00	3/8 SS FLAT WASHER	6.00	\$3.92 C	\$0.24	0.70 C	0.04 ch	0.00%	0.08%
Lugs/Termination/Ground				\$56.00	4.68		0.86%	8.95%
9,591.00	#16 CONTROL TERMINATION	4.00	\$0.00 X	\$0.00	0.20 E	0.80 sl	0.00%	1.53%
9,592.00	#14 CONTROL TERMINATION	10.00	\$0.00 X	\$0.00	0.20 E	2.00 sl	0.00%	3.83%
9,593.00	#12 CONTROL TERMINATION	6.00	\$0.00 X	\$0.00	0.20 E	1.20 sl	0.00%	2.30%
9,723.00	WIRE ID MACHINE CODED SLEEVE	12.00	\$4.00 E	\$48.00	0.05 E	0.60 sl	0.74%	1.15%
9,724.00	WIRE ID PHASE TAPE - PER PHASE	4.00	\$2.00 E	\$8.00	0.02 E	0.08 sl	0.12%	0.15%
MCC/Controls				\$0.00	0.50		0.00%	0.96%
42,946.00	1 HOUR LABOR (CONTROLS.)	0.50	\$0.00 X	\$0.00	1.00 E	0.50 sm	0.00%	0.96%
				\$6,499.81	\$52.28		100.00%	100.00%



February 28, 2025

Curtis Mitchell
Shelley Electric
3619 W 29th St. S
Wichita, KS 67217

Reference: Dodge City WWTP Expansion Project Change Pricing – CS No. 302 pH Addition
Quote No: 2715

Dear Curtis:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you with the following quotation for the subject referenced above.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	1	YSI DIQ/S 282-CR3 SensorNet Controller To include: <ul style="list-style-type: none">• 120VAC Power• 2 Sensor Connections• 3 Current Outputs• 3 Relays
B.	1	YSI MIQ/BB1 Barrier Box Module To include: <ul style="list-style-type: none">• Barrier Box Module• Class 1 Div 2 Applications
C.	1	YSI Sun Sheild for Junction Box
D.	1	YSI Quick Release SS Mounting bracket with 1.5" PVC couplers

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
E.	1	YSI SensoLyt 700 IQ H pH Probe To include: <ul style="list-style-type: none"> • Class 1 Div 2 Rated
F.	1	YSI pH Electrode
G.	1	YSI Sensor Cable, 49ft
H.	1	IQ Comms Cable, 300 ft
I.	LOT	Start-up, Installation
J.	LOT	PLC Programming & SCADA Integration

TOTAL PRICE ITEMS A-J: \$9,610.00**

**Clarifications/Exclusions

1. Pricing is exclusive of taxes, fees, permits, bonds, and licenses.
2. FOB Factory. **Freight included.**
3. PVC Pipe is excluded.
4. Terms: Net 30 Days.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

R. E. PEDROTTI COMPANY

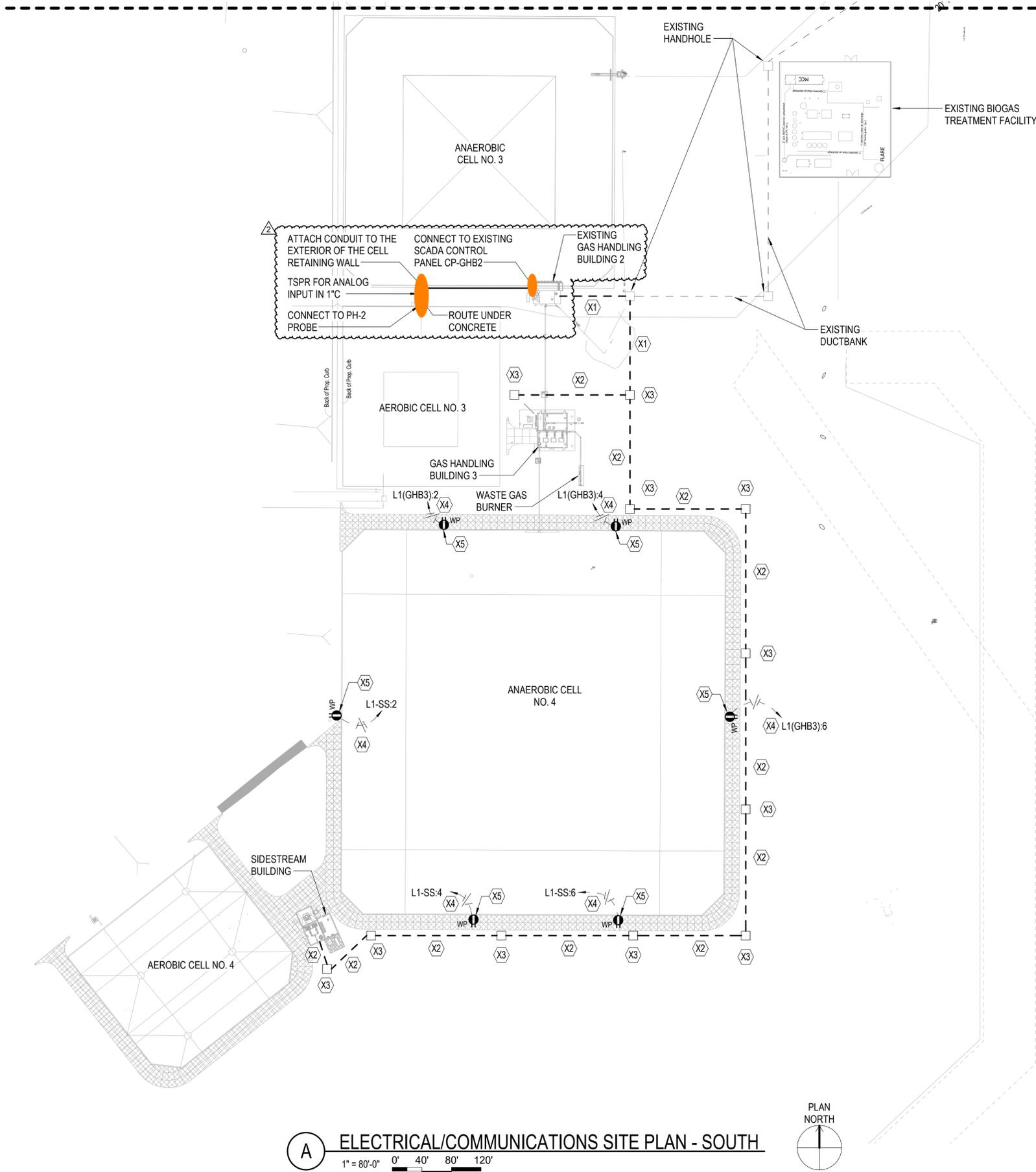
Marc Pedrotti

Marc Pedrotti

A

B

C



SITE PLAN NOTES:

1. UNLESS OTHERWISE NOTED, ALL CONDUIT ROUTED ON SITE SHALL BE 1" MINIMUM.
2. ALL RISERS SHALL BE PVC COATED RIGID GALVANIZED STEEL (RGS) ALL ELLS BELOW GRADE SHALL BE PVC COATED RIGID GALVANIZED STEEL (RGS). PROVIDE WITH PVC TO STEEL ADAPTER(S) AS NECESSARY. (THIS REQUIREMENT SHALL NOT APPLY TO FIXTURE POLE BASES).
3. ALL ELECTRICAL WORK AND FEES ASSOCIATED WITH UTILITIES SHALL BE VERIFIED AND COORDINATED WITH LOCAL SERVICE PROVIDER PRIOR TO BID.
4. CONTRACTOR SHALL REFERENCE ALL RELATED CONTRACT DOCUMENTS, SITE SURVEY, AND OTHER RESOURCES FOR POSSIBLE CONFLICTS WITH OTHER UNDERGROUND UTILITIES. AT UTILITY CROSSINGS, CONTRACTOR SHALL VERIFY UTILITY DEPTHS AND COORDINATE CONDUIT ROUTING AS NECESSARY.
5. CONTRACTOR SHALL VERIFY AND COORDINATE EXISTING CONDITIONS OF PROJECT SITE PRIOR TO BID.

KEYED NOTES:

- X1 4" CONDUIT WITH (4)1" INNERDUCTS. INSTALL 6-STRAND MULTIMODE FIBER IN 2 INNERDUCTS. 2 INNERDUCTS TO BE SPARE.
- X2 4" CONDUIT WITH (4)1" INNERDUCTS. INSTALL 6-STRAND MULTIMODE FIBER IN 1 INNERDUCT. 3 INNERDUCTS TO BE SPARE.
- X3 24" x 36" HANDHOLE INSTALLED AT ALL TURNS AND MAXIMUM OF 200 FT SEPARATIONS IN STRAIGHT RUNS.
- X4 (2)#6, (1)#6 GRD-1°C.
- X5 PROVIDE UNISTRUT FOR MOUNTING OF RECEPTACLE.



WASTEWATER SYSTEM EXPANSION PACKAGE 3

CITY OF DODGE CITY, KANSAS

Rev.	Description	Date
2	FIELD REVISION	11/15/2024

JOB NO.	210263-001
DATE	MARCH 2023
PM	NDF
DESIGNED BY	DCG
DRAWN BY	JSH
CHECKED BY	RWW

ELECTRICAL/COMMUNICATIONS SITE PLAN - SOUTH

E-011

A ELECTRICAL/COMMUNICATIONS SITE PLAN - SOUTH
 1" = 80'-0" 0' 40' 80' 120'

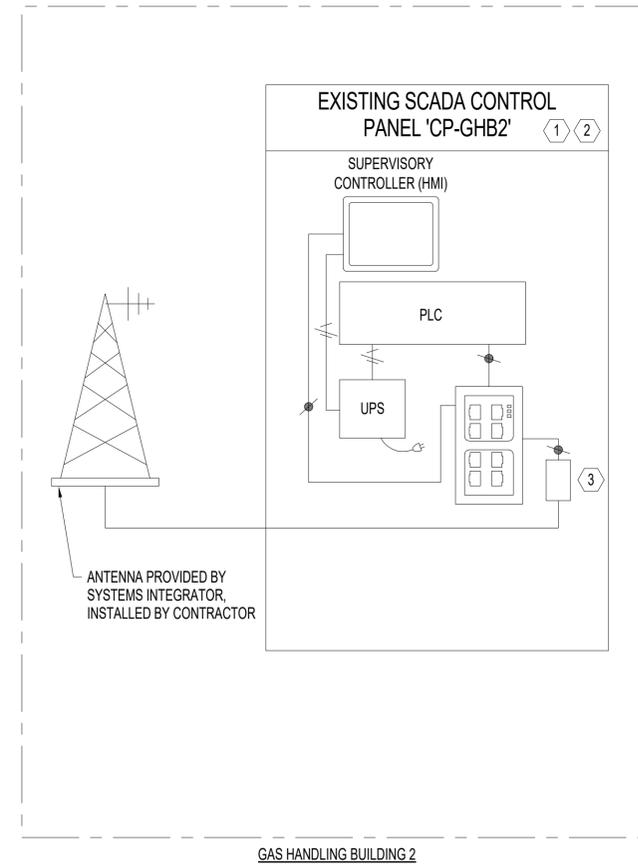
EXISTING CONTROL PANEL CP-GHB2										LOCATION: GAS HANDLING BUILDING 2			
CIRCUIT NO.	EQUIPMENT SERVED/MARK	CONNECT			DESCRIPTION/FUNCTION	CONDUCTORS IN CABLE	DISCRETE	ANALOG	DIGITAL	INPUT	OUTPUT	REMARKS	
		DEVICE	CTL. PNL	STARTER									VFD
1	GEN-GHB2	-	X	-	GENSET READY	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
2		-	X	-	GENSET RUNNING	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
3		-	X	-	GENSET FAIL	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
4		-	X	-	GENSET LOW FUEL	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
5		-	X	-	GENERATOR BREAKER STATUS	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
6	ATS	-	X	-	ATS POSITION	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
7	B-3	-	-	X	B-3 RUN STATUS	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
8		-	-	X	B-3 FAIL	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
9		-	-	X	B-3 AMPS	TSPR	-	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O
10		-	-	X	DRIVE OUTPUT SPEED	TSPR	-	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O
11		-	-	X	B-3 HAND STATUS	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
12		-	-	X	B-3 OFF STATUS	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
13		-	-	X	B-3 REMOTE STATUS	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
14		-	-	X	B-3 START/STOP COMMAND	2	X	-	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O
15		-	-	X	B-3 SPEED COMMAND	TSPR	-	X	-	-	X	-	DISCONNECT AND RECONNECT EXISTING I/O
16		-	-	X	B-3 DRIVE FAULT	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
17	B-4	-	-	X	B-4 RUN STATUS	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
18		-	-	X	B-4 FAIL	2	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O	
19		-	-	X	B-4 AMPS	TSPR	-	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O
20		-	-	X	DRIVE OUTPUT SPEED	TSPR	-	X	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O
21		-	-	X	B-4 HAND STATUS	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
22		-	-	X	B-4 OFF STATUS	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
23		-	-	X	B-4 REMOTE STATUS	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
24		-	-	X	B-4 START/STOP COMMAND	2	X	-	-	X	-	-	DISCONNECT AND RECONNECT EXISTING I/O
25		-	-	X	B-4 SPEED COMMAND	TSPR	-	X	-	-	X	-	DISCONNECT AND RECONNECT EXISTING I/O
26		-	-	X	B-4 DRIVE FAULT	2	X	-	X	-	-	-	DISCONNECT AND RECONNECT EXISTING I/O
27	PE-4	X	-	-	PRESSURE ELEMENT	TSPR	-	X	-	X	-	REPLACE EXISTING PRESSURE ELEMENT	
28	TE-1	-	-	-	TEMPERATURE ELEMENT	-	-	X	-	-	-	FIELD INSTRUMENT	
29	TE-2	-	-	-	TEMPERATURE ELEMENT	-	-	X	-	-	-	FIELD INSTRUMENT	
30	TE-3	-	-	-	TEMPERATURE ELEMENT	-	-	X	-	-	-	FIELD INSTRUMENT	
31	TE-4	-	-	-	TEMPERATURE ELEMENT	-	-	X	-	-	-	FIELD INSTRUMENT	
32	FM-12	-	-	-	THERMAL MASS FLOW METER	-	-	X	-	-	-	FIELD INSTRUMENT	
33	PH-2	-	-	-	PH MONITOR	TSPR	-	X	-	X	-	FIELD INSTRUMENT	

CONTROL PANEL NOTES:

- CONDUIT FOR ANALOG CABLES SHALL TERMINATE IN EQUIPMENT ENCLOSURE AS CLOSE AS POSSIBLE TO THE TERMINALS. ANALOG CABLES SHALL NOT PASS NEAR TO CABLES OR EQUIPMENT OPERATING OVER 24V.
- INTERNAL AND EXTERNAL I/O SHALL BE LANDED ON TERMINAL STRIPS.
- I/O IDENTIFIED ON CONTROL DIAGRAM SHEETS ARE FOR INPUTS AND OUTPUTS EXTERNAL TO THE EQUIPMENT CONTROL PANEL. I/O NECESSARY FOR THE COMPLETE FUNCTIONALITY OF THE EQUIPMENT (INTERNAL I/O) SHALL BE PROVIDED BY THE EQUIPMENT MANUFACTURER. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT AND WIRING AS REQUIRED FOR COMPLETE FUNCTIONALITY OF EQUIPMENT AS SPECIFIED AND AS IDENTIFIED BY THE MANUFACTURER. COORDINATE FIELD WIRING REQUIREMENTS WITH EQUIPMENT MANUFACTURER.

KEY NOTES:

- BY SYSTEMS INTEGRATOR.
- CONTROL PANEL SHALL BE PROVIDED WITH AN ETHERNET PORT FOR CONNECTION OF A LAPTOP COMPUTER.
- RADIO MODEM.



WASTEWATER SYSTEM
 EXPANSION PACKAGE 3

CITY OF DODGE CITY, KANSAS

Rev.	Description	Date
4	FIELD REVISION	11/15/2024

JOB NO.	210263-001
DATE	MARCH 2023
PM	NDF
DESIGNED BY	DCG
DRAWN BY	JSH
CHECKED BY	RWW

GAS HANDLING BUILDING 2
 ELECTRICAL CONTROLS

1 GAS HANDLING BUILDING 2 ELECTRICAL CONTROLS
 NO SCALE



Subject:

Date:

BY:

PAGE:

YSI IQ SensorNet Sensor Cable

3" Sch. 40 S.S.

PH PROBE
w/ 1/2" Sch. 80
PVC Conduit
mount/connection

Unistrut Mounted 12x12x6 S.S. Junction Box
Housing YSI IQ SensorNet Extension Module

YSI mounting hardware p/n 245 8038Y

Unistrut or similar to secure YSI PVC mounting bracket for 1.5" PVC pipe

TOP EL 2619.50

4" PSA. Hole

1" Sch. 40 PVC conduit
w/ PVC coated GRC
Elbows and Risers

YSI 100M
SensorNet Cable
Extension

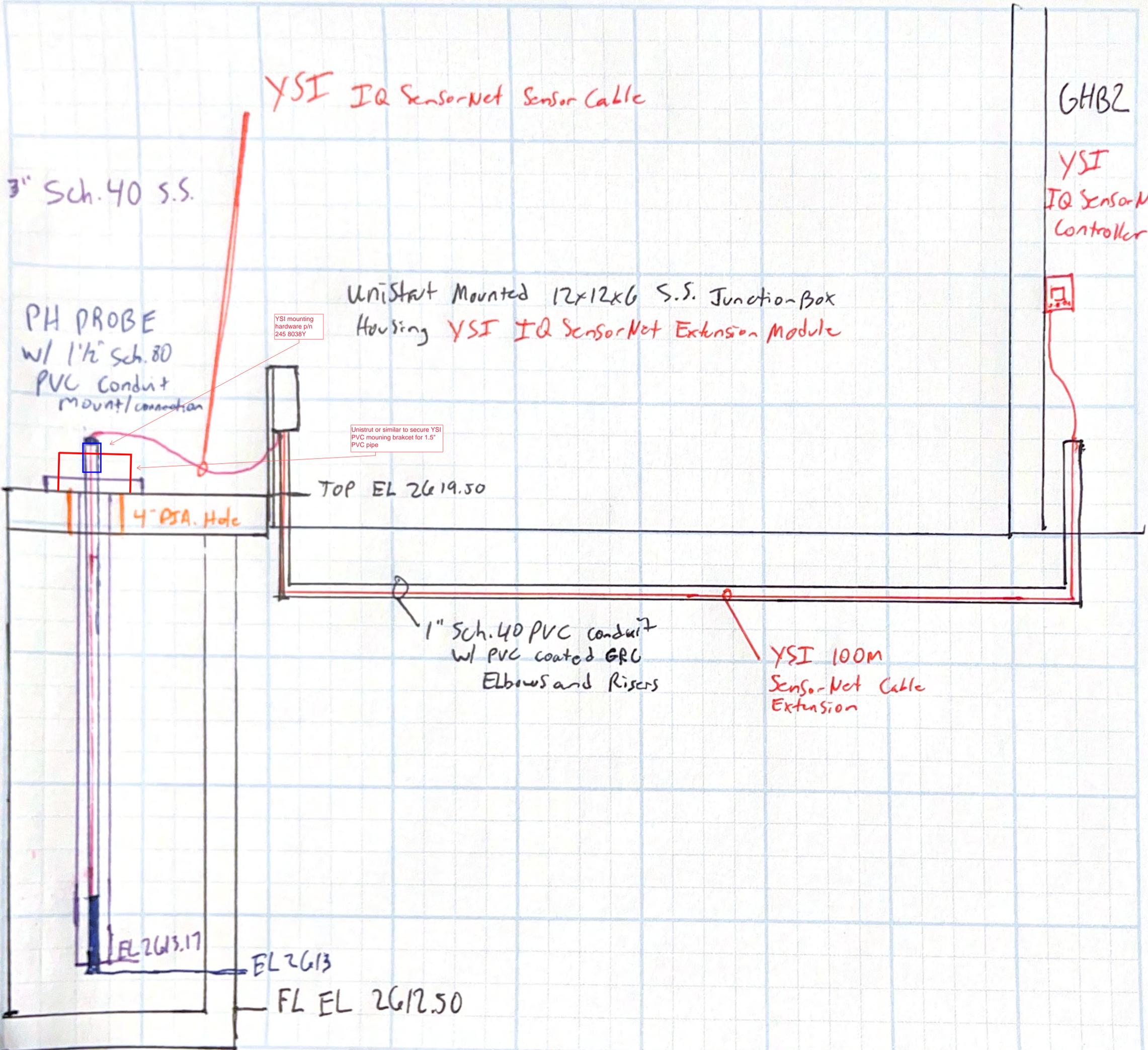
GHBZ

YSI
IQ SensorNet
Controller

EL 2613.17

EL 2613

FL EL 2612.50



Change Order

Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Distribution

- City of Dodge City
- Professional Engineering Consultants
- Office Field
- Other

Job: City of Dodge City Package 3 – System Expansion
 122025. P.O. Box 880
 Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 24
 Seq #: 1

Contractor: Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Change Order Date: 3/26/25

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
24	1		LS	ILS Pig Launch Vault		\$108,256.00

Change Order 24 per the attached description, breakdown, drawings, and quotes.

Important Note: Plug valves have a 5-6 month lead time. UCI would be using the one onsite that was for the splitter box #2 work. UCI would need to order a replacement plug valve then another one if a 16" plug valve needs installed on the east side of the pig launch vault at a later date. See CO# 24A breakdown for cost if that's the route Dodge City wants to go. Price for CO# 24A: \$41,841.00

*CO#24 requires 5 additional working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 24 to be deducted from Contingency.

Authorized By Owner: _____
 City of Dodge City
 P.O. Box 880
 Dodge City, KS 67801

Accepted By Contractor: _____
 Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Engineer: _____
 Professional Engineering Consultants
 303 S Topeka
 Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

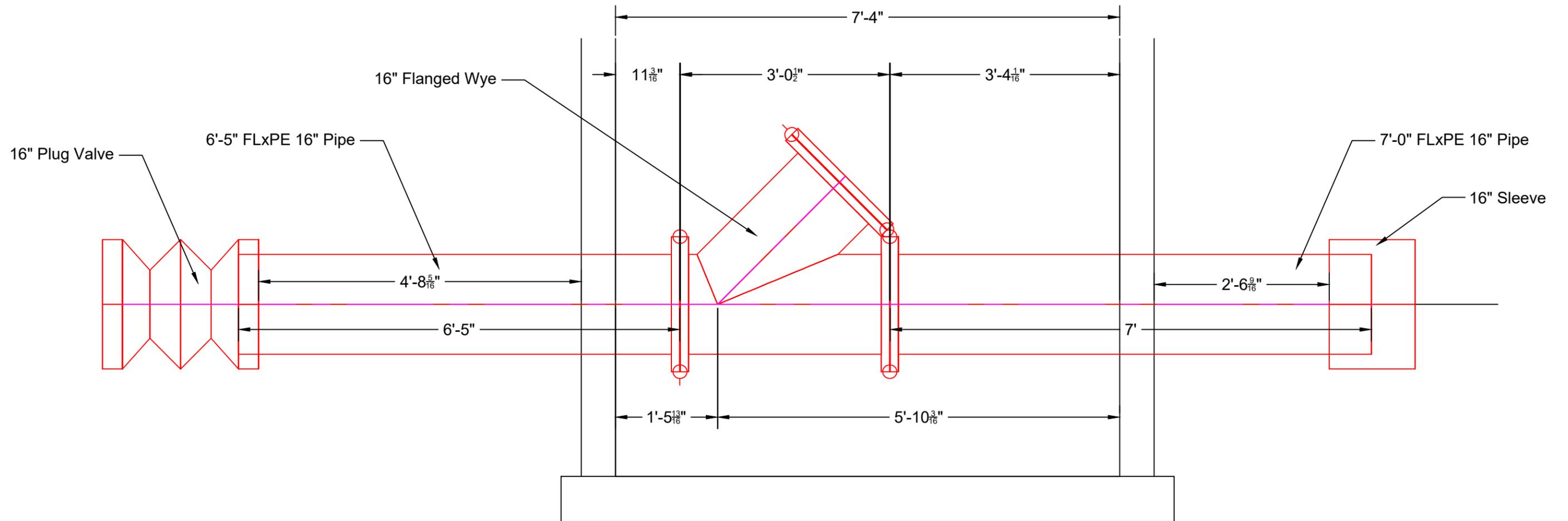
Proposed Change Order - 24

Title: ILS Pig Launch Vault

Additional Days for PCO : 5 days

Description: Installation of pig launch vault at the Intermediate Lift Station per drawing CU225. This includes excavation, installation of pipe materials(includes 1ea 16" plug valve west of vault, wye, sleeve, & DI Pipe w/P401 coating), setting precast vault, backfill/compaction, and a fence man gate.

DIRECT LABOR		Rate	Unit	Duration	Subtotal
Supervisor		\$75.00	MH	50	\$3,750
Operator 1ea		\$44.00	MH	50	\$2,200
Pipe Tech/Concrete Tech 3ea		\$35.00	MH	150	\$5,250
Operator 1ea (OT)		\$66.00	MH	0	\$0
Concrete Tech 3ea (OT)		\$52.50	MH	0	\$0
DIRECT LABOR TOTAL				250	\$11,200
MATERIALS					Subtotal
Pipe Materials					\$47,514
Pig Launch Precast Vault					\$11,111
Aggregate Rock & Sand					\$500
					\$0
MATERIAL TOTAL					\$59,125
EQUIPMENT RENTAL		Rate	UNIT	Duration	Subtotal
PU Truck		\$80.00	DY	5	\$400
Cat 325 Exc		\$294.00	DY	5	\$1,470
Cat 289 Skid Loader		\$167.00	DY	5	\$835
Telehandler		\$160.00	DY	5	\$800
			DY	0	\$0
			DY	0	\$0
			DY	0	\$0
Subtotal					\$3,505
Misc Equipment Running Costs					
Fuel, oil, gas, grease (30% of Equipment Rental Cost)					\$1,052
Equipment Hauling		\$130.00	HR	6	\$780
Subtotal					\$1,832
EQUIPMENT TOTAL					\$5,337
GENERAL EXPENSE					
Labor					
Project Leader		\$95.00	MH	8	\$760
Site Manager		\$95.00	MH	0	\$0
Production Leader		\$105.00	MH	25	\$2,625
Production Associate		\$85.00	MH	25	\$2,125
QA/QC Associate		\$85.00	MH	0	\$0
Procurement Associate		\$85.00	MH	0	\$0
Safety Supervisor		\$85.00	MH	0	\$0
Subtotal				58	\$5,510
Materials					
Safety provisions		\$1.00	MH	308	\$308
Area yard charges		\$1.00	MH	308	\$308
Small tools		\$1.50	MH	308	\$462
Subsistence (308mhs/10)		\$150.00	Day	31	\$4,650
Utilities		\$15.00	Day	5	\$75
Office Facilities		\$45.00	Day	5	\$225
Subtotal					\$6,028
GENERAL EXPENSE TOTAL					\$11,538
UCI TOTAL WORK ITEMS					\$87,199
UCI Overhead		10%			\$8,719.92
Subtotal					\$95,919.10
UCI Profit		5%			\$4,795.95
UCI TOTAL COST					\$100,715
SUBCONTRACTS					
American Fence					\$4,381
Hydrovac					\$1,500
SUBCONTRACT TOTAL WORK ITEMS					\$5,881
UCI SUBCONTRACT FEE		10%			\$588.10
UCI SUBCONTRACT TOTAL COSTS					\$6,469
TOTAL COST (UCI WORK AND SUBCONTRACTORS)					\$107,184
Insurance		1.0%			\$1,072
CHANGE ORDER TOTAL					\$108,256





3612 S WEST STREET
WICHITA, KS 67217

PHONE (316) 522-8900
FAX (316) 522-1472

Job Name
DCWWTP 16" Pig Launcher

Quote No.	Date	Page
0014638	3/10/25	1
Expiration Date		3/27/25
Revised Date		3/10/25
Bid Due Date		2/25/25

Quoted To Customer
UCI 1930 S HOOVER RD STE 100 WICHITA, KS 67209-2835
Phone (316) 265-9506 Fax (316) 265-3041

Quoted By
Jeremy Bradley Jcbradley@winsupply.com (316) 522-8900

Customer	Payment Terms	Quoted To	Salesperson	FOB
000304	1% 10TH PRX NET 25TH	Jeremy Bradley	DANE FUGLEBERG	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
DOMESTIC REQUIREMENTS- AIS					
3.0	2	16" PRATT MJ PLUG VALVE-AIS 22-24 WEED LEAD TIME	12850.0000		25700.00
4.0	2	DOMESTIC VALVE BOX	302.0000		604.00
5.0	2	7' DOMESTIC VALVE STEM EXT.	245.0000		490.00
7.0	1	16" MJ LONG SLEEVE	2260.0000		2260.00
8.0	2	16" DIP ONE-LOK RESTRAINT	273.3400		546.68
9.0	2	16" PVC ONE-LOK RESTRAINT	362.6700		725.34
10.0	4	16" DOM MJ RUBBER GSKT STD. T-BOLTS	87.4800		349.92
** VAULT					
14.0	2	20" X 6" GALVOPLAST WALL SLEEV E	421.3900		842.78
15.0	2	316SS LYNXSEAL SET 38-IL315	596.6000		1193.20
17.0	1	16" X 6'5" FLG X PE P401 T140	4139.3400		4139.34
18.0	1	16" X 7'0" FLG X PE P401 T140	4335.3400		4335.34
19.0	3	16" SS316 FLANGE KIT DOMESTIC	1063.5300		3190.59
20.0	1	16" DOMESTIC FLG WYE HEAVY BODY P401 LINED	13092.5900		13092.59
21.0	1	16" DOM. BLIND FLANGE TAPPED 2"	2549.4000		2549.40
22.0	1	2" X 3" 316SS NIPPLE	26.5000		26.50
23.0	1	2" APOLLO SS BALL VALVE	865.0000		865.00

The Buyer must compare products and quantities listed with the requirement since no warranty is given that the quote and the specification agree. All sales are subject to Seller's standard terms and conditions of sale found at www.winsupply.com/tcsale and incorporated by reference. Quotes are valid for three(3) days



<i>Job Name</i>
<i>DCWWTP 16" Pig Launcher</i>

<i>Quote No.</i>	<i>Date</i>	<i>Page</i>
<i>0014638</i>	<i>3/10/25</i>	<i>2</i>
<i>Expiration Date</i>		<i>3/27/25</i>
<i>Revised Date</i>		<i>3/10/25</i>
<i>Bid Due Date</i>		<i>2/25/25</i>

unless noted otherwise and are subject to credit approval.

*** all pricing subject to change depending on material availability and/or escalation of pricing from manufacturing*

<i>Tax Area Id</i>	<i>Net Sales</i>	<i>60,910.68</i>
<i>171730860</i>	<i>Freight</i>	<i>.00</i>
	<i>Tax</i>	<i>.00</i>
	<i>Quotation Total</i>	<i>60,910.68</i>



McPHERSON CONCRETE COMPANIES

221 W. 37th St. N Wichita, KS 67204
Phone: (316) 838-8651 Fax: (316) 838-0838

Quotation

Job Number: 25-0172	Terms: 2% - 10th Prox	Office	R01
Order Date: 3/6/2025			

Bill to: UCI 1930 S Hoover Rd., STE 100 PO Box 9592 Wichita, KS 67277-0592	Delivery to: Wastewater System Expansion Package 3 Dodge City, KS
Contact:	Project Manager:
Phone : (316)265-9506 Fax: (316)265-8314	Phone : Fax:
Customer ID: UTICO PO: ShipVia:	Sales Rep: Taylor Frazier
Terms: 2% - 10th Prox	

Product ID	Description	Structure	Station	Weight	Qty	Structure Price/Average	Amount
~Freight				0	1	\$957.00	\$957.00
MISFRTWICEXT	Delivery Charge, Wichita Extended (Per Load)			0	1	\$957.00	\$957.00
Custom Structure				31,500	1	\$10,154.00	\$10,154.00
CUSTBASE	Pig Launch Vault, Base & Riser, 7'x8'4", 6' walls						
	Pig Launch Vault, Base & Riser, 7'x8'4", 6' walls	PLV		24,000	1	\$4,928.00	\$4,928.00
CUSTTOP	Vault top, 7'x8'4", 8" thick, intergrated hatch & frame						
	Vault top, 7'x8'4", 8" thick, intergrated hatch & frame	PLV		7,500	1	\$5,226.00	\$5,226.00
MISCHRDWR0000	Halliday Access Hatch, no Safety Gate, H1W3054, 30"x54" (included in top price)						
	Halliday Access Hatch, no Safety Gate, H1W3054, 30"x54" (included in top price)	PLV		0	1	\$0.00	\$0.00



McPHERSON CONCRETE COMPANIES

221 W. 37th St. N Wichita, KS 67204
Phone: (316) 838-8651 Fax: (316) 838-0838

Quotation

Job Number: 25-0172
Order Date: 3/6/2025

Terms: 2% - 10th Prox

Office

R01

Totals	31,500	\$11,111.00
		Taxable \$0.00
		Non-Taxable \$11,111.00
		Sub Total \$11,111.00
		Tax \$0.00
		Total \$11,111.00

- 1) This quotation is valid for 60 days.
- 2) This quote does not include sales tax. Please add if applicable.
- 3) Blockouts will not include any gasketing material. Linkseals to be provided by others as required.**
- 4) Wall height approximated at 6' depth, which will need to be verified for submittals.**
- 5) REV1 - adjusted top price to EXCLUDE safety grating.**



2909 S. West Street, Wichita, KS 67217
(T) 316-945-5001 (F) 316-945-2440

From the desk of:
Bob Stuhlsatz

Date: March 25, 2025

TO: UCI

PROJECT: City of Dodge City WWTF swing gate add

Please accept this letter as written confirmation of our bid for the above referenced project. **SALES TAX IS NOT INCLUDED.**

BASE BID: \$4,381.00

- Install 1 – 4' opening x 8 'tall chain link single swing gate, with 3-strand barbwire top. Gate installed into the existing fence line.
 - Core drill 2 – 8" diameter holes through concrete mow strip.
 - Set 2 – 3" gate posts T
 - Tie existing fence and new 1 5/8" brace rails into new posts.
 - Gate to receive bulldog hinges and pad lockable fork latch.

EXCLUSIONS:

- **Damage to private underground utilities not marked by Kansas One Call.**
- **Electrical and Conduit work**
- **Damage to underground sprinkler or drainage systems.**
- **Signage.**
- **Pipe bollards.**
- **Seeding or sodding of fence line.**
- **Tear out of existing fences.**
- **Hand digging postholes due to underground utilities will be an additional charge.**
- **Hydro Vac digging of posts holes.**
- **Permits.**
- **Clearing, grubbing or grading of the fence lines.**
- **Concrete works other than setting posts.**
- **Staking or surveying of fence lines.**
- **Unknown hard digging conditions (existing foundation below ground, buried debris, rock, etc.)**

- **Concrete mow strip below fence line.**
- **Grounding of fence line.**
- **Dirt removal from postholes (spoils).**

The amounts and terms listed herein are guaranteed for a period of 7 days from the date of this letter.

American Fence will expect payment promptly (within 7 days) from our customer upon its receipt from the owner. American Fence will not indemnify, through contract language, acts of others it does not directly control.

If you have any questions, please do not hesitate to call upon the undersigned. We do appreciate the opportunity to submit a bid on this project.

Sincerely,

Bob Stuhlsatz
Industrial and commercial estimator
American Fence Company, Inc.

Change Order

Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
122025. P.O. Box 880
Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 24A
Seq #: 1

Contractor: Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Change Order Date: 3/26/25

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
24A	1		LS	Installation of 16" Plug Valve		\$41,841.00

Change Order 24A per the attached description, breakdown, drawings, and quotes.

*CO#24A requires 4 additional working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 24A to be deducted from Contingency.

Authorized By Owner: _____
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Accepted By Contractor: _____
Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Engineer: _____
Professional Engineering Consultants
303 S Topeka
Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order - 24A

Title: ILS Pig Launch Vault - Additional Valve East of Vault

Additional Days for PCO : 4 days

Description: Installation of 16" plug valve east of ILS Pig Launch Vault. This includes excavation, installation of valve, and backfill/compaction.

DIRECT LABOR	Rate	Unit	Duration	Subtotal
Supervisor	\$75.00	MH	40	\$3,000
Operator 1ea	\$44.00	MH	40	\$1,760
Pipe Tech/Concrete Tech 3ea	\$35.00	MH	120	\$4,200
Operator 1ea (OT)	\$66.00	MH	0	\$0
Concrete Tech 3ea (OT)	\$52.50	MH	0	\$0
DIRECT LABOR TOTAL			200	\$8,960
MATERIALS				Subtotal
Pipe Materials				\$14,033
Sand				\$500
				\$0
				\$0
MATERIAL TOTAL				\$14,533
EQUIPMENT RENTAL	Rate	UNIT	Duration	Subtotal
PU Truck	\$80.00	DY	4	\$320
Cat 325 Exc	\$294.00	DY	4	\$1,176
Cat 289 Skid Loader	\$167.00	DY	4	\$668
Telehandler	\$160.00	DY	4	\$640
		DY	0	\$0
		DY	0	\$0
		DY	0	\$0
Subtotal				\$2,804
Misc Equipment Running Costs				
Fuel, oil, gas, grease (30% of Equipment Rental Cost)				\$841
Equipment Hauling	\$130.00	HR	6	\$780
Subtotal				\$1,621
EQUIPMENT TOTAL				\$4,425
GENERAL EXPENSE				
Labor				
Project Leader	\$95.00	MH	2	\$190
Site Manager	\$95.00	MH	0	\$0
Production Leader	\$105.00	MH	16	\$1,680
Production Associate	\$85.00	MH	16	\$1,360
QA/QC Associate	\$85.00	MH	0	\$0
Procurement Associate	\$85.00	MH	0	\$0
Safety Supervisor	\$85.00	MH	0	\$0
Subtotal			34	\$3,230
Materials				
Safety provisions	\$1.00	MH	234	\$234
Area yard charges	\$1.00	MH	234	\$234
Small tools	\$1.50	MH	234	\$351
Subsistence (234mhs/10)	\$150.00	Day	24	\$3,600
Utilities	\$15.00	Day	5	\$75
Office Facilities	\$45.00	Day	5	\$225
Subtotal				\$4,719
GENERAL EXPENSE TOTAL				\$7,949
UCI TOTAL WORK ITEMS				\$36,867
UCI Overhead	10%			\$3,686.72
Subtotal				\$39,463.93
UCI Profit	5%			\$1,972.70
UCI TOTAL COST				\$41,427
SUBCONTRACTS				\$0
SUBCONTRACT TOTAL WORK ITEMS				\$0
UCI SUBCONTRACT FEE	10%			\$0.00
UCI SUBCONTRACT TOTAL COSTS				\$0
TOTAL COST (UCI WORK AND SUBCONTRACTORS)				\$41,427
Insurance	1.0%			\$414
CHANGE ORDER TOTAL				\$41,841



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: March 31, 2025

Subject: Approval of Mowers for Maple Grove Cemetery and Mariah Hills Golf Course

Agenda Item: New Business

Purpose: To keep staff functioning at a high level and provide them with equipment that allows them to perform their work as efficiently as possible.

Recommendation: Staff recommends the approval of the bid from Morigde Manufacturing Inc in the amount of \$56,952.18 for two Grasshopper Model 440 61" rear discharge mowers for Maple Grove Cemetery and one Grasshopper Model 940 Front mount mower with broom attachment for Mariah Hills Golf Course.

Background: Maple Grove Cemetery staff maintains 63 acres of property that is separated into divisions that are managed for the burial needs of our community and the surrounding area. There are also another 10 acres of roadway that is maintained by staff. Currently, Cemetery staff run a 2018 Grasshopper 335 with 2,124 hours and a 2018 Exmark Radius with 1,598 hours. These mowers are well past their warranty dates and starting to lose power with the number of engine hours they have recorded during their useful life. This will replace a Badboy mower that was put into rotation for other departments last year.

Staff received bids from two vendors for new mowers. The first is from Morigde Manufacturing Inc. for Grasshopper mowers. For the cemetery, they quoted the 2025 Grasshopper 440 Rear discharge mower, with a 61-inch deck, 993 CC EFI engine, rear twheel tires and puncture proof front caster wheels. Morigde also included a quote for a Model 940G3 front mount tractor for Mariah Hills Golf Course. This proposal includes a 61-inch PowerFold mowing deck, one CleanSweep Rotary Broom with a joystick controller and one dethatcher that mounts on the front of the mower to remove dead grass that stops water and nutrients from penetrating the soil. The broom attachment could also be used as a dethatcher but would primarily help with incorporating sand on greens and fairways during aerification and could be used to clean debris or snow off smaller sidewalks. These attachments all fit the 940 front mount mower that was approved in 2024 for the Parks Department. These mowers come with a five-year warranty, excluding the engine and all warranty work would take place at BS Trailer Sales since they are our local supplier.

The second quote is from American Implement for 2025 Hustler Hyperdrive 60-inch rear discharge mowers with a 999 CC EFI Kawasaki engine, rear wheel twheel tires and front caster tweels. These mowers come with a five-year, 1,200-hour warranty and all warranty work would take place at American Implement.

These mowers were reviewed by the Parks and Recreation Advisory Board on March 25th and a recommendation to purchase the Grasshopper mowers was given.

City Commission Options:

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

Financial Considerations: These are budgeted purchases. \$35,000 is budgeted in the Cemetery Capital Equipment Program and \$28,000 is budgeted in the Mariah Hills Capital Equipment Program. The total request for the Cemetery is \$30,853.32 and \$26,098.86 for Mariah Hills

Amount: \$56,952.18

Cemetery Fund: 140 Dept: 33100 Expense Code: 441005

Mariah Hills Fund: 140 Dept: 52800 Expense Code: 441005

Budgeted Expense Grant Bonds Other

Legal Considerations: There are no concerns at this time.

Mission/Values: These purchases align with our mission and goal to make Dodge City the best possible place to live for our community members and visitors.

Attachments: Mower Quotes, Mower Information

Approved for the Agenda by:



Daniel Cecil, Parks and Recreation Director

Your quote has been generated!

[View/Print Quote](#)

[E-mail Quote](#)

Grasshopper QuikQuote #10001M03592

Quoted Mar 21, 2025

Vendor:
Moridge Mfg. Inc.
 105 Old Highway 82 S.
 P.O. Box 810
 Moundridge, KS 67107

Contact:
Brent Dobson
bdobson@grasshoppermower.com

Quoted by
Brent Dobson
 ,
 E:
bdobson@grasshoppermower.com
 P: (620) 345-8621

Brent Dobson
 Government Accounts
 E:
bdobson@grasshoppermower.com
 P: 620-345-6301

Quoted for
City of Dodge City
 Dodge City, KS
 E: chrisa@dodgecity.org
 P: 620-225-8160



GovMVMT
Contract ID: #C-2023-000000066
Contract Period: 09/01/2023–
 08/31/2028

Configuration #1

Based on Quote #10001N03590

#	Item	List (Qty 1)	Sale (Qty 1)	Sale Total
2	Model 440 (534188) 993cc Vanguard Big Block EFI gasoline engine with Electronic Throttle Control; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 61" cutting deck; luxury seat and shock-absorbing footrest	\$17,950.00	\$13,642.00	\$27,284.00
2	4X Rear Discharge Deck - 61" In lieu of standard 61" deck for 325D / 329-61. (534348)	\$350.00	\$297.50	\$595.00
2	Tweels - 24 x 12-12 - Set of 2 (in lieu) (533542)	\$1,350.00	\$1,147.50	\$2,295.00
2	Puncture-Proof Tire Kit 13 x 6.5-6 (QTY 2) (603976-2)	\$399.60	\$339.66	\$679.32
Configuration #1 Subtotals:		\$20,049.60	\$15,426.66	\$30,853.32

List Total: **\$72,723.80**

Contract: **\$56,952.18**

Grand Total: \$56,952.18

Stipulation(s):

✓ Quote Expires in 30 days

✓ Additional Stipulations:

2 Year Extended warranty. Parts only \$350 per unit on the Model 440B/614X. Engine not included.

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to: bdobson@grasshoppermower.com

PO #: _____

Approved by: _____

Signature: _____

Date: _____

Configuration #2

Based on Quote #10001N03591

#	Item	List (Qty 1)	Sale (Qty 1)	Sale Total
1	Model 940G3 (532186) 993cc Vanguard Big Block EFI gasoline engine with Electronic Throttle Control; "no-gears" G3 pump-and-wheel-motor transmission; Hydraulic Deck Lift; Premier Suspension Seat; integrated multi-point suspension with shock-absorbing footrest	\$18,140.00	\$14,149.20	\$14,149.20
1	3661PF 61" w/ PowerFold (532810)	\$4,830.00	\$3,767.40	\$3,767.40
1	CleanSweep Rotary Broom - 60" (533425)	\$3,540.00	\$3,009.00	\$3,009.00
1	Bi-Directional Angling Mount Kit (503562)	\$3,960.00	\$3,366.00	\$3,366.00
1	Debris Deflector - 60" (504229)	\$85.00	\$72.25	\$72.25
1	Dethatcher - 60" (533465)	\$945.00	\$803.25	\$803.25
1	Deck Adapter - 61- & 72-inch (533470)	\$30.00	\$25.50	\$25.50
1	Joystick Control (504800)	\$350.00	\$297.50	\$297.50

1 Puncture Proof Semi-Pneumatic Tire & Wheel Assembly (QTY 2) (603976-2)	\$399.60	\$339.66	\$339.66
1 Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included) (503218+503220)	\$345.00	\$269.10	\$269.10
Configuration #2 Subtotals:	\$32,624.60	\$26,098.86	\$26,098.86

Disclaimer: QuikQuote is a complementary tool available to authorized Grasshopper equipment dealers ("Dealer"). By using QuikQuote, Dealer assumes full responsibility for accuracy of all quotes, orders, hangtags and warranty registrations. All costs are based on applicable factory Manufacturer Suggested Retail Price ("MSRP"). Dealer is responsible for selecting applicable factory MSRP according to shipment date and/or invoice. Prices and programs are subject to change without notice before or after a quote is prepared. Freight is not included in MSRP. Whole Goods & Accessories will be invoiced based on MSRP at time of shipment. The Grasshopper Company, including its employees, vendors, agencies and/or representatives, is not responsible or liable for miscalculations or other errors (including, but not limited to: selected MSRPs, trade discounts, program discounts, financing fees, program credits, trade in allowances, freight charges, set up charges and sales taxes) made by Dealer or Dealer representatives while using QuikQuote. Contact the Grasshopper factory office or a Grasshopper factory sales representative if questions arise regarding pricing, programs and/or compatibility of available Kits and Accessories.

Quote Id: 32496919

Prepared For:
CITY OF DODGE CITY

AMERICAN IMPLEMENT



JOHN DEERE

Prepared By: **Killian Justin**

American Implement, Inc.
11311 E. Wyatt Earp
Po Box 139
Dodge City, KS 67801

Tel: 620-227-2165
Fax: 620-227-6636
Email: justinkillian@americanimplement.com

Quote Summary

Prepared For:
 CITY OF DODGE CITY
 806 2ND AVE
 DODGE CITY, KS 67801
 Home: 620-225-8100
 Business: 620-225-8100
 Mobile: 620-225-8100

Prepared By:
 Killian Justin
 American Implement, Inc.
 11311 E. Wyatt Earp
 Po Box 139
 Dodge City, KS 67801
 Phone: 620-227-2165
 justinkillian@americanimplement.com

Quote Id: 32496919
Created On: 18 March 2025
Last Modified On: 20 March 2025
Expiration Date: 31 March 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2025 HUSTLER 944025 HyperDrive 60" RD w/38.5hp EFI Kawaski	\$ 23,578.00	\$ 17,180.00 X	2 =	\$ 34,360.00
Equipment Total				\$ 34,360.00

Quote Summary

Equipment Total	\$ 34,360.00
SubTotal	\$ 34,360.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 34,360.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 34,360.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 32496919

Customer: CITY OF DODGE CITY

2025 HUSTLER 944025 HyperDrive 60" RD w/38.5hp EFI Kawasaki

Hours: 0

Suggested List

Stock Number:

\$ 23,578.00

Selling Price

\$ 17,180.00

Code	Description	Qty	Unit	Extended
1111	60" RD Hyper Drive	2	\$ 21,118.00	\$ 42,236.00
Dealer Attachments				
607444	Front Tweels	4	\$ 260.00	\$ 1,040.00
607447	Rear Tweels	4	\$ 830.00	\$ 3,320.00
Dealer Attachments Total				\$ 4,360.00
Other Charges				
	Setup	2	\$ 280.00	\$ 560.00
Other Charges Total				\$ 560.00
Suggested Price				\$ 47,156.00
Customer Discounts				
Customer Discounts Total			\$ -6,398.00	\$ -12,796.00
Total Selling Price				\$ 34,360.00

400 SERIES AIR- AND LIQUID-COOLED MIDMOUNT™

Full-featured top-of-the-line
MidMount™ mowers

LIMITED WARRANTY†

3 YEAR
UNLIMITED
COMMERCIAL

LIMITED WARRANTY†

4 YEAR
800 HRS
RESIDENTIAL

QuikAjust Tilt™ levers
with 9-in. adjustment range



400 D 1.3L

61 72

1.3L, 3-cylinder,
liquid-cooled MaxTorque™
Clean Diesel horizontal
crankshaft engine

440 EFI
ETC BIG BLOCK™

61 72

993 cc, air-cooled, V-Twin,
Vanguard BIG BLOCK™
horizontal crankshaft
gasoline engine

DURABILITY & LONGEVITY

Fast and powerful to get the job done on time, every time. Choose the power and economy of a Tier 4-compliant, 1.3L Kubota 3-cylinder MaxTorque™ clean diesel engine, or a 993 cc V-Twin Vanguard Big Block EFI engine with Electronic Throttle Control. The horizontal crankshaft provides longer performance life, plus you'll enjoy the comforts of delivering a picture-perfect cut in less time than you'd expect.

Rugged, design-matched 21 cc G² hydrostatic transmissions with CoolFan™ hydrostatic pump cooling system and 7-micron absolute filter partnered with wheel motors create a fully hydraulic system for responsive steering and less maintenance with 1,000-hour fluid change intervals.

Only five Access-Eze™ lubrication points cut maintenance time up to 80%.

MANICURED CUT

5.5-inch deep DuraMax® decks with anvil-edged design for exceptional durability easily convert from wide-pattern side discharge to optional mulching or vacuum collection. The Standard Hydraulic Height Adjustment feature enables cutting height changes with a switch.

Optional four-spindle, dedicated rear-discharge decks evenly distribute clippings out back for a smooth cut without windrowing, providing the quality cut you expect.

COMFORT & ERGONOMICS

The Cordura®-covered Premier Suspension Seat is standard on all 400 Series models and provides a custom fit for operators. The backrest tilts and includes adjustable lumbar support. The seat also adjusts to the operator's weight and slides fore and aft. Adjustable, foldable armrests are also standard. An adjustable cup holder makes it convenient to tote along your favorite beverage. Two USB ports are available to charge cell phones and other devices. Electronic fuel gauge/hour meter on the console is standard.

QuikAjust Tilt™ steering levers with "no tools" adjustment provide a 9-inch range for maximum comfort and fit.

The 12.0 gal/45.4 L single-fill fuel tank, located under the seat, lowers the center of gravity, providing more traction and stability for an enhanced ride.

Mowing speeds up to 11 MPH
and 7.20 acres/hr. based on
72" cutting width*
For more details visit:
grasshoppermower.com/acres



► DuraMax® deck

OPTIONS

- » Quik-D-Tatch® PowerVac™ Collection Systems
- » Down Discharge™ mulching packages
- » Dedicated 4X Rear Discharge™ deck
- » Speed-Trimming™ heavy-duty roller
- » DuraFlex™ suspension forks
- » Taller steering levers
- » Big Boy wide-seat conversion kit
- » Foldable ROPS with seat belt
- » Bar tread, low-pressure tires
- » Michelin® X® Tweel® 24 x 12-12 Airless Turf Tires
- » Michelin® X® Tweel® 13 x 6.5-6 Airless Front Casters
- » Edge-EZE™ edger
- » Shielded sprayer
- » Side discharge control kit
- » Aluminum or Vinyl Sunshade Canopy
- » Yellow beacon light
- » Radiator cleaning wand
- » Engine block heater
- » Air Dam kit - for dry, dusty conditions
- » Filter minder (440)
- » String trimmer mount kit

Be more productive with the addition of a PowerVac™ Collection System or other implements. Ask for specifications or visit grasshoppermower.com/implements. Models may be shown with optional equipment. *Actual results may vary. † See warranty card for details

400 SERIES AIR- AND LIQUID-COOLED MIDMOUNT™ - SPECIFICATIONS

MODEL - CUTTING WIDTH	● Standard ○ Option	400D 61"	400D 72"	440 61"	440 72"
ENGINE					
Type/Displacement/Cylinders					
Kubota MaxTorque™ diesel / 77 cu. in. (1.3L) / 3-cyl.		●	●		
Vanguard BIG BLOCK™, closed-loop, Electronic Fuel Injection (EFI) with Electronic Throttle Control (ETC) / 60.6 cu. in. (993cc) / V-Twin				●	●
Crankshaft/Cooling System					
Horizontal / Liquid		●	●		
Horizontal / Air				●	●
Fuel/Capacity					
Diesel - No. 2 / 12 U.S. Gal. (45.4L)		●	●		
Gasoline - unleaded / 12 U.S. Gal. (45.4 l)				●	●
Air Cleaner					
Heavy-duty, remote-mounted engine air cleaner with replaceable element		●	●	●	●
Filter Minder		●	●	○	○
DECKS - Side Discharge or Dedicated 4X Rear Discharge (4XRD)					
Construction (Robotic-welded steel) - Side discharge or optional 4X Rear Discharge					
Double-layered 10-gauge plus 7-gauge formed-steel laminate spindle plane 0.313 in. (7.95 mm) thick - more than 25% thicker than 0.25 in. (6.35 mm) - with 7-gauge skirts for geometric strength. Spindle plane is 0.9 in. (22.86 mm) thick in stress zones. Anvil-edge design with 0.5 in. (12.7 mm) reinforcement on front edge of deck.		●	●	●	●
Blades (MARBAIN®, 1/4-in.)					
(3) 21 in. (53.3 cm) - high-lift blades standard		●		●	
(3) 25 in. (63.5 cm) - high-lift blades standard			●		●
Sentry™ Spindle Assemblies					
Sentry™ Spindle System, 2.5 cm (approx. 1 in.) O.D. shaft. Double bearings, greasable from top of deck. Spindle head designed to eliminate fiber wrap. Spindle cones shield housing and lower bearings from fiber wrap and dirt ingestion.		●	●	●	●
Spindle Housing - 8-in. (20.3 cm)-diameter with 6-bolt pattern					
Machined aluminum		●	●	●	●
Height Adjustment					
Hydraulic height adjustment		●	●	●	●
Cutting Height Range					
1.0 - 5.0 in. (2.5 - 12.7 cm)		●	●	●	●
Blade Drive					
Belt drive with single Kevlar® V-belt and idler arm tensioning		●	●	●	●
DEDICATED 4X REAR DISCHARGE DECK OPTION - Additional Information					
4th Spindle and Grass Thrower Blade					
Cast iron thrower spindle housing - 5-in. (12.7 cm) -diameter with 4-bolt pattern		●	●	●	●
(1) 18 in. High-Low Mulching Grass Thrower Blade		●	●	●	●
STARTER & ELECTRICAL SYSTEM					
Maintenance-Free Battery/Charging Capacity/Starter					
12 volt/30 amp/solenoid shift		●	●		
12 volt/20 amp/solenoid shift				●	●
Ignition					
Diesel quick heat glow plug		●	●		
Breakerless				●	●
Interlock System					
Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.		●	●	●	●
ULTIMATE OPERATOR STATION™					
Premier Suspension Seat					
Cordura® covered seat provides a custom fit for operators. The backrest tilts and includes adjustable lumbar support. Seat also adjusts to operator weight and slides fore and aft. Adjustable, foldable armrests are also standard.		●	●	●	●
Operator Protection					
ROPS with seat belt		●	●	●	●
Suspension					
InFrame™ suspension with iso-mounted seat and footrest		●	●	●	●

MODEL - CUTTING WIDTH	● Standard ○ Option	400D 61"	400D 72"	440 61"	440 72"
Console-Mounted Instruments					
Low engine oil pressure, combination electronic fuel gauge/hour meter, alternator, two USB charging ports, temperature and parking brake warning lights, engine temperature and volt gauges, ignition, glow plug, hydraulic height adjustment and push/pull PTO switches.		●	●		
Low engine oil pressure, engine code light and parking brake warning lights, electronic fuel gauge/hour meter, two USB charging ports, work light, ignition and push/pull PTO switches.				●	●
Work Lights					
LED		●	●	●	●
TRANSMISSION & STEERING					
Type					
Design-matched G ² hydrostatic system with auxiliary cooling fans, HydroGear variable displacement 21 cc piston-type pumps and high-torque Parker wheel motors.		●	●	●	●
Filtration/Hydro Fluid					
7 micron absolute, spin-on / Grasshopper CoolTemp Hydro-Max™ fluid withstands high and low temperature extremes for 1,000-hour change intervals.		●	●	●	●
Speed					
0 - 11.0 mph (0 - 17.7 kph) forward		●	●	●	●
0 - 6.0 mph (0 - 9.7 kph) reverse		●	●	●	●
Turning Radius					
True zero degree, turns within own length with counter-rotating, independently powered drive wheels.		●	●	●	●
Steering					
One- or two-handed operation with QuikAdjust Tilt™ dual levers with 9-inch adjustment range that automatically return to neutral from either forward or reverse position.		●	●	●	●
Brakes					
Dynamic braking through hydrostatic transmission. Disc parking brakes, one for each drive wheel.		●	●	●	●
Disc brakes		●	●	●	●
Clutch					
Heavy-duty electric MagStop blade clutch/brake		●	●	●	●
Temperature Sentry/high temperature clutch cut-out		●	●		
POWER UNIT TIRE SIZES					
Drive Wheels (6-ply rated): 26 x 12-12 turf		●	●	●	●
Drive Wheels (4-ply rated): 24 x 12-12 bar tread		○	○	○	○
Front Casters: 13 x 6.5-6; rib tread, pneumatic with greasable, double-sealed bearings to protect from grass wrap		●	●	●	●
POWER UNIT DIMENSIONS WITH DURAMAX® DECKS					
Mulch or 4XRD Width*/Length: 62.5 in. (158.8 cm) / 87.0 in. (221.0 cm)		●			
Mulch or 4XRD Width*/Length: 73.5 in. (186.7 cm) / 91.5 in. (232.4 cm)			●		
Mulch or 4XRD Width*/Length: 62.5 in. (158.8 cm) / 86.0 in. (218.4 cm)				●	
Mulch or 4XRD Width*/Length: 73.5 in. (186.7 cm) / 90.5 in. (229.9 cm)					●
*Add 1.5 in. (3.8 cm) to width for side discharge with deflector raised. Add 12.0 in. (30.5 cm) to width for side discharge with deflector down.					
Height (seat back/seat cushion): 50.0 in. (127.0 cm) / 32.0 in. (81.3 cm)		●	●		
Height (seat back/seat cushion): 50.0 in. (127.0 cm) / 34.0 in. (86.4 cm)				●	●
Height (ROPS): 70.0 in. (177.8 cm)		●	●	●	●
WEIGHT					
Uncrated** : 1490 lbs. (675.9 kg)		●			
Uncrated** : 1580 lbs. (716.7 kg)			●		
Uncrated** : 1320 lbs. (598.7 kg)				●	
Uncrated** : 1410 lbs. (639.6 kg)					●
**Mulching package kit weights with high-low mulching blades: 61-in. - 36 lbs. (16.3 kg); 72-in. - 44 lbs. (20.0 kg)					



HYPERDRIVE

DECK SIZE / ENGINE		
60"	35 HP	Kawasaki [®] FX1000
60" HD	38.5 HP	Kawasaki [®] FX1000 EFI
60" Vx	38.5 HP	Kawasaki [®] FX1000 EFI
60"	40 HP	Vanguard [®] BigBlock EFI w/ Oil Guard
72"	35 HP	Kawasaki [®] FX1000
72"	38.5 HP	Kawasaki [®] FX1000 EFI
72" HD	38.5 HP	Kawasaki [®] FX1000 EFI
72"	40 HP	Vanguard [®] BigBlock [®] w/ Oil Guard

● 5 yr./1200HR Limited Warranty*

*First 2 years/2400 hours limit.

**5 YEAR
3000 HOURS
PUMPS & MOTORS**



HYPERDRIVE[®] HYDRO SYSTEM
Features industrial-grade pumps and motors to handle tough jobs and long days.



OPTIONAL VANGUARD BIG BLOCK ENGINE w/ OIL GUARD
500 hour oil change.



INDUSTRIAL-GRADE SLIPPER PISTON PUMPS
These kinds of pumps are typically found on larger equipment like skid steers.

*As noted by the engine manufacturer.

**See retailer's manual for complete details and information. Certain restrictions apply.

HYPERDRIVE

PRODUCT FEATURES

- 1 FOOT OPERATED DECK LIFT**
Easily adjust the deck height between 1" - 5.5" with your foot.
- 2 EASY SERVICEABILITY**
Flip up seat pan, removable floor pan, and vented pulley covers for easy and simple maintenance.
- 3 VXA™ DECK**
Fabricated 70A steel engineered for extreme vacuum for performance and cut quality.
- 4 SMOOTHTRAK™ STEERING**
Precision control to help trim and maneuver easily around obstacles.
- 5 AMPLE TORQUE**
Daimler D6C 20 pumps and Makita 10 wheel motors.
- 6 13M" SUSPENSION SEAT**
High back seat with adjustable armrests and 3 inch suspension travel range.





Memorandum

To: Nick Hernandez, City Manager and City Commission
From: Daniel Cecil, Parks and Recreation Director
Date: March 31, 2025
Subject: Approval of site amenities for Legends Ballpark
Agenda Item: New Business

Recommendation: Staff recommends approving the quote from Barco Products for \$26,294.90 for picnic tables, bench seats, and trash receptacles. Additionally, staff recommends approving the quote from Belson Outdoors for \$7,659.77 for handicap-accessible picnic tables and flower planters for the complex. The total cost for this request is \$33,954.67.

Background: Site amenities play a crucial role in enhancing visitors' experiences and perceptions of a facility. The picnic tables, bench seats, trash receptacles, and flower planters at Legends Ballpark have been in place since the facility was built in 2000. While these amenities have provided exceptional longevity, they are now showing significant signs of wear, including loss of rubber coating, rust, and sun fading. The presence of rust is a particular concern due to the potential injury risk if a patron were to cut themselves on a deteriorated surface.

Belson Outdoors and Barco Products are both reputable suppliers of outdoor site furnishings, frequently utilized by the Parks Department for these types of purchases. To meet the needs at Legends Ballpark, the following replacements are required: eight standard picnic tables, two handicap-accessible picnic tables, six eight-foot bench seats, fifteen trash receptacles, and five flower planters. Prices were compared between the vendors, and the most cost-effective option was selected for each product.

The new picnic tables feature a 46-inch tabletop with 12-inch seats, while the bench seating is eight feet long with 12-inch seats. The trash receptacles include a 32-gallon liner with a 14-inch lid, and the flower planters measure 36 inches by 36 inches. The picnic tables and bench seating come with a 20-year warranty, while no warranties were specified for the trash receptacles or planters.

This request was reviewed by the Parks and Recreation Advisory Board on March 25 and the Community Facilities Advisory Board on March 26. Both boards unanimously recommended the purchase. Additionally, CFAB suggested allowing flexibility to purchase additional furnishings if a bulk order discount is available.

Financial Considerations: This is a budgeted expense through the Capital Improvement Program with \$40,000 being available for the purchases under Legends Ballpark.

Amount: \$33,954.67

Fund: 112 Dept: 52710 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: There are no legal concerns at this time.

Mission/Values: This purchase aligns with the City's mission and goal to make Dodge City the best place possible to live and recreate.

Attachments: Barco Purchase Quote, Belson Purchase Quote, Belson Quote, Product Descriptions

Approved for the Agenda by:

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

Daniel Cecil, Parks and Recreation Director

✔ Thank you for registering with Barco Products.



Payment Method

- › Credit Card
- › Purchase Order
- › Check / Money order

Promotion Code

Promotion code

[Apply Discount](#)

Order Summary

Subtotal	\$22,341.00
Shipping ABFS-Standard	\$3,953.90
Order Total	\$26,294.90

29 Items in cart



The City™ Series Benches

[See Details](#)

Ships in 1 to 2 Days

\$3,594.00

Qty 6



Kent Perforated Receptacles

[See Details](#)

Ships in 1 Week

\$11,235.00

Qty 15



The City™ Series Round Picnic Tables

[See Details](#)

Ships in 1 to 2 Days

\$7,512.00

[Edit Your Cart](#)



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

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
KCP36-G	Polyethylene Planter, 36"L x 36"W x 36"H - Granite Color -174 Dark Granite	75	<input type="text" value="5"/>	\$640.00	\$3,200.00
358H-RDV	3-Seat, 46" Round Table, Diamond Gloss Black Top/Seats Powder-Coated Black Frame	168	<input type="text" value="2"/>	\$1,459.00	\$2,918.00
Calculate Shipping		Zip Code <input type="text" value="67801"/>		Subtotal	\$6,118.00
<input type="checkbox"/> Phone Call Service				<input checked="" type="checkbox"/> Tax Exempt / For Resale	TBD
<input type="checkbox"/> Liftgate Service 				Freight - S&H	\$1,541.77
After changing quantity, please click Recalculate below		<input type="button" value="Calculate"/>		Grand Total	\$7,659.77



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

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
940P-P8	8' Bench With Back, 2" x 12" Planks, Portable, Perforated Gloss Black Seat Powder-Coated Black Frame	152	<input type="text" value="6"/>	\$956.00	\$5,736.00
PR-32	32 Gallon Trash Receptacle Only, Perforated Gloss Black	77	<input type="text" value="15"/>	\$659.00	\$9,885.00
FTR-32-14	32 Gallon Rolled Flat Top Lid With A 14" Opening Gloss Black	7	<input type="text" value="15"/>	\$191.00	\$2,865.00
PL32	32 Gallon Plastic Liner	8	<input type="text" value="15"/>	\$87.00	\$1,305.00
358-RDSD	46" Round Table With Solid Top And Perforated Seats Gloss Black Top/Seats Powder-Coated Black Frame	197	<input type="text" value="8"/>	\$1,912.00	\$15,296.00
Calculate Shipping		Zip Code	<input type="text" value="67801"/>	Subtotal	\$35,087.00
<input type="checkbox"/> Phone Call Service				<input checked="" type="checkbox"/> Tax Exempt / For Resale	TBD
<input type="checkbox"/> Liftgate Service				Freight - S&H	\$3,846.69
After changing quantity, please click Recalculate below		<input type="button" value="Calculate"/>		Grand Total	\$38,933.69

-  [PARK BENCHES](#)
- [PICNIC TABLES](#)
- [TRASH CANS](#)
- [PARK AMENITIES](#)
- [PATIO FURNITURE](#)
- [BIKE RACKS](#)
- [SPEED BUMPS](#)
- [TRAFFIC CONTROL & SAFETY](#)
- [SIGNS & POSTS](#)

The City™ Series Round Picnic Tables

★★★★ 4.9 | 9 Reviews

AS LOW AS

\$999.00

Quantity discounts available

SKU PT-100

Quantity Discounts

Quantity	3	6
Price	\$969.00	\$939.00

Product Configuration

Select Color



Qty

- 1 +

Email a link to this product



-  20 Years Guaranteed Against Breakage
-  Best Seller
-  Easy-Assembly

Optional Accessories

You added The City™ Series Benches to your shopping cart.



The City™ Series Benches

★★★★★ 4.8 | 21 Reviews

As low as

\$619.00

Quantity discounts available

SKU 025A2856-BK



Quantity Discounts	
Quantity	3
Price	\$599.00

Product Configuration

Select Color



Selected Color : Black

Mount Type



Selected Mount Type : Portable

Length



20 Years Guaranteed Against Breakage
 Easy-Assembly
 Quick Ship

How can we help you find your solution?

Q

- PARK BENCHES
- PICNIC TABLES
- TRASH CANS
- PARK AMENITIES
- PATIO FURNITURE
- BIKE RACKS
- SPEED BUMPS
- TRAFFIC CONTROL & SAFETY
- SIGNS & POSTS

You added Kent Perforated Receptacles to your shopping cart.



Kent Perforated Receptacles

0 Reviews

As low as

\$799.00

Quantity discounts available

SIKU PUPPR-32BFTLCBL-BK

Quantity Discounts

Quantity	Price
3	\$775.00
6	\$749.00

Product Configuration

Select Color



Selected Color: Black

Lid Type



Selected Lid Type: Flat Lid

Trash Capacity

3' G

Selected Trash Capacity: 32 Gallon



Perforated Receptacles - Specifications (PDF)

Ships in Week

Qty

Email a link to this product

Round Steel Table with Diamond Pattern



Model 358-RDV

Dimensions

Model 358-RDV - 83"Dia. x 30"H

Model 358H-RDV - 83"L x 71"W x 30"H

Model 358-RDV-GT - 83"Dia. x 30"H

Universal Access

Wheelchair and Mobility Device access round outdoor tables conform to current ADA specifications/requirements.

Classic Picnic Table Design

Bring guests in from all parts with a round picnic table made from steel. Revitalizing seating areas with outdoor tables can create new market opportunities and deliver long on guest enjoyment.

Matching Products



32 Gallon Steel
Trash Receptacle

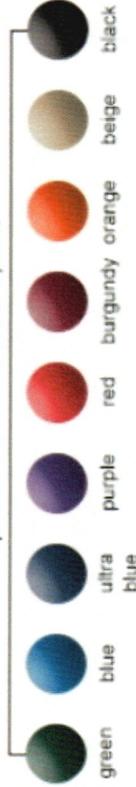


Steel Players'
Benches

Constructed from commercial grade steel, this classic table design with diamond pattern is time-tested strong and economical. The all MIG welded 1-5/8"O.D. frame is reinforced with a 1"O.D. support brace with UV stabilized powder-coated finish.

The convenient walk-through table design offers easy enter and exit access to the comfortable 12" wide bench seat. Tables are standard made with a 1-9/16" I.D. umbrella hole—umbrellas sold separately. Universal access model is available.

Top/Seats Gloss Finish Color Options



Top/Seats Textured Finish Color Options



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Cigarette Receptacles

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Fire Rings

Flags

Floor Matting

Food Service Equipment

Message Centers

Park Benches

Park Grills | Camp Stoves

Parking Lot Equipment

Patio | Café Furniture

Pet Products

Picnic Tables

Planters

Playground Equipment

Pool Furniture

Sanitation Equipment

Security

Shade Structures

Sports Equipment

Tables

Trash Receptacles

Umbrellas

Universal Access

Polyethylene Square Planters

Lightweight, Recycled Plastic Planters with Built-in Handles

Made from recycled plastic polyethylene, these planters are ideal for use both outside as well as inside. They will not fade, rust or crack. The four molded-in handles make moving it around a breeze. Available in either the solid or granite color options shown below.

Dimensions

Model KCP16-S: 16" Sq. x 16"H
Model KCP24-S: 24" Sq. x 24"H
Model KCP36-S: 36" Sq. x 36"H
Model KCP16-G: 16" Sq. x 16"H
Model KCP24-G: 24" Sq. x 24"H
Model KCP36-G: 36" Sq. x 36"H

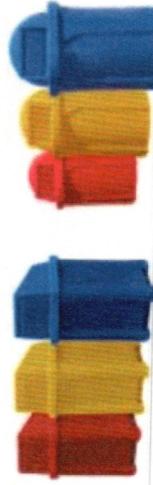
Features

- Made from durable Polyethylene that will not fade, dent or crack.
- Will not rust or corrode.
- Unique molded in-handles make it a breeze to move around.



Model KCP24-G | Model KCP16-G

Matching Products

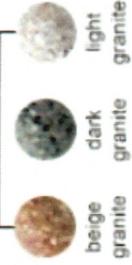


Square Plastic Trash Receptacles | Round Plastic Trash Receptacles

Solid Color Options



Granite Color Options



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- Exercise Equipment
- Fire Rings
- Flags
- Floor Matting
- Food Service Equipment
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- Parking Lot Equipment
- Patio | Café Furniture
- Pet Products
- Picnic Tables
- Planters
- Playground Equipment
- Pool Furniture
- Sanitation Equipment
- Security
- Shade Structures
- Sports Equipment
- Tables
- Trash Receptacles
- Umbrellas
- Universal Access



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: March 31, 2025

Subject: Approval of Cavalier Infield Returf Project

Agenda Item: New Business

Purpose: To upgrade the turf at Cavalier Field and provide the best possible playing surface for all users.

Recommendation: Staff recommends approving the proposal from Mid-America Sports Construction for the installation of AstroTurf Diamond Series RBI turf on the infield of Cavalier Field, including alternatives, at a total cost of \$335,575.00.

Background: In 2014, the infield at Cavalier Field was converted from dirt to turf to enhance playability and extend the baseball season. This upgrade allowed the Dodge City Community College baseball team, the Dodge City A's, city tournaments, and local teams to practice and compete at an unprecedented level. The field experiences heavy use from February through October each year, requiring a durable turf capable of withstanding continuous play and the increased impact from adult athletes. By the end of July, the existing turf will have completed eleven full seasons—a lifespan considered a success for this type of surface.

In February 2025, a Request for Proposals (RFP) was issued to solicit bids for replacing the infield turf and ensuring Cavalier Field continues to provide valuable baseball opportunities for the community. Given the field's high usage, the specifications called for turf with increased pile weight and fiber count, along with designated turf heights for brown and green areas to closely replicate a traditional dirt infield and grass perimeter. Additional requirements included replacement panels for the batter's box and pitching mounds, an eight-year warranty, and the removal of the existing turf and infill.

Five companies responded to the RFP, submitting multiple options for consideration. Each proposal was evaluated based on factors such as pre-bid attendance, experience, price, turf system, warranty, installation, surface characteristics, and acknowledgment of the addendum. Mid-America Sports Construction's RBI turf system was selected as the best fit for Cavalier Field. This system features a nylon thatch rootzone at the base of the turf blades in high-use dirt areas, designed to provide longevity and maintain consistent playability. The RBI turf is used at multiple Division I college baseball fields and has proven its durability in accommodating adult athletes and their impact on the playing surface.

The project includes an eight-year warranty, and Mid America Sports Construction will handle all labor and equipment for the removal and installation process. Returfing is scheduled to begin early to mid-August and is expected to take three to four weeks to complete.

On March 25th, the Parks and Recreation Advisory Board recommended the approval of the proposal from Mid-America Sport Construction. On March 26th, the Community Facilities Advisory Board also voted to recommend the approval of Mid-America for the project.

City Commission Options:

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

Financial Considerations: This project is a budgeted purchase through the Capital Improvement Program, with the City allocating \$400,000 for the turf replacement. Additionally, Dodge City Community College will contribute \$150,000 to the project in lieu of annual payments for field usage.

Amount: \$335,575.00

Fund: 112 Dept: 52710 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: Legal staff will review all contracts, agreements, and notices before any binding agreement is finalized. Additionally, a Memorandum of Understanding outlining Dodge City Community College's funding contribution will be created and executed once the project receives approval.

Mission/Values: This project aligns with the City's goals to make Dodge City the best city possible to live in and recreate by all community members and visitors.

Attachments: RFP Submittals, Bid Tabulation, Scoring Sheet, Cavalier Infield Layout

Approved for the Agenda by:



Daniel Cecil, Parks and Recreation Director



MID AMERICA
SPORTS CONSTRUCTION



AstroTurf SINCE 1965 [®]

1621 SE SUMMIT ST. LEE'S SUMMIT, MO 64081

816-524-0010

MID-AMERICASPORTSCONSTRUCTION.COM

***** PRICING IS GOOD FOR ONLY 14 DAYS*****

ADDITIONAL PROJECT NOTES:

1. Any drawings provided by Mid-America are provided for visual purposes only and do not reflect pricing
2. Relocating of electrical conduits, removal, and reinstallation of wiring inside the field area to time clocks, scoreboards, power outlets unless noted above
3. All work based on appropriate working conditions and cooperating weather
4. Proposals based on proper site access and staging/lay down areas provided by owner
5. MASC will locate all public utilities, owner responsible for locating any private lines
6. MASC will tie into existing storm water management where applicable or daylight drains, not responsible for the installation of new storm water infrastructures
7. This proposal excludes any and all, time delays and cost increases arising from or related to COVID-19 virus and any government or third-party action in response to
8. Pricing based on mutually agreeable contract language and schedule between Owner and Contractor

PROPOSAL EXCLUSIONS:

- Prevailing / Union Wages
- Sales / Use Tax
- Work outside proposed area unless noted above
- Geotechnical testing, investigating of the site
- Rock Excavation
- Implementation of a Storm Water Pollution Prevention Plan
- Acts of God (ex. Hurricanes, temperature, draught, flooding, etc.)
- Site security and/or temporary protection
- No maintenance is included in the proposed budget
- Repairs/regressing of existing site unless noted above
- Repairs to pavement due to construction traffic

Proposal Inclusions:

- Performance & Payment Bonds
- Surveying
- City Permitting and Fee's

Respectfully Submitted,
Carter Nicoli
Project Estimator

ROOTZONE DIAMOND BLEND RBI 60

BASEBALL • SOFTBALL

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Trionic PE/PA Co-Polymer Monofilament, Polyethylene Slit Film and RootZone	N/A
Yarn Denier	15,400 (6 ends/1,800 per end for Mono, 10,000 per end for Slit Film and 8 ends/625 denier per end for RootZone)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film and 100 microns for RootZone	D-3218
Pile Weight	60 oz per SY	D- 5848
Finished Pile Height	2.0"	D-5823
Standard Field Color	3-Color Trionic Plus/Field Green Slit-film	None
Construction	Tufted	None
Turf Density	1,080 oz/yd ³	HUD 44d
Gauge	3/8"	D-5793
Primary Backing	6.7 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	86.7 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F	D-789
Flammability	TEST PASSED	D-2859

Some of our installations include:

Baseball Installations:

Boston College (MA)
 Duke University (NC)
 Indiana University (IN)
 James Madison University (VA)
 University of Kansas (KS)
 University of Kentucky (KY)
 Liberty University (VA)
 Long Island University - Brooklyn (NY)
 The Ohio State University (OH)

Southern Illinois University -
 Edwardsville (IL)
 St. John's University (NY)
 St. Joseph's University (PA)
 Tulane University (LA)
 Vanderbilt University (TN)
 Virginia Tech (VA)

Softball Installations:

Aurora University (IL)
 Boston College (MA)
 Cornell University (NY)
 Creighton University (NE)
 Davenport University (MI)
 Long Island University - Brooklyn (NY)
 Madison College (WI)
 Madonna University (MI)
 Marshall University (WV)
 University of Minnesota (MN)
 University of Oregon (OR)
 Texas A&M Commerce (TX)
 West Texas A&M University (TX)



Valid 01/01/2025 - 12/31/2025 Any change from the specified values is considered a special product that will require confirmation from manufacturing prior to ordering. All values are ± 5%. AstroTurf® has the right to modify technical specifications on the above-mentioned product. Delivered products can slightly differ from the technical data. AstroTurf® guarantees the technical quality of the proposed article.

2680 Abutment Rd, Dalton, GA 30721
 (800) 723-TURF help@astroturf.com
 www.astroturf.com @AstroTurfUSA

ROOTZONE DIAMOND ERA RBI 90

BASEBALL + SOFTBALL

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Diamond Polyethylene/Nylon twisted Monofilament and Nylon RootZone	N/A
Yarn Denier	15,800 (10 ends/1,060 per end for Mono, 8 ends/650 denier per end for RootZone)	D-1577
Yarn Thickness	241 microns for Mono, 100 microns for RootZone	D-3218
Pile Weight	90 oz per SY	D- 5848
Finished Pile Height	1.5"	D-5823
Standard Field Color	Red Clay, Brown	None
Construction	Tufted	None
Turf Density	2,160 oz/yd ³	HUD 44d
Gauge	3/16"	D-5793
Primary Backing	6.7 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	116.7 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 100'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F PE/ 428° F Nylon	D-789
Flammability	TEST PASSED	D-2859

Some of our installations include:

Baseball Installations:

- University of Kentucky (KY)
- University of Oklahoma (OK)
- Oral Roberts University (OK)
- University of Portland (OR)
- Seattle University (WA)
- Washington State University (WA)

Softball Installations:

- Pittsburg State University (KS)
- Maize Unified School District (KS)



Valid 01/01/2025 - 12/31/2025 Any change from the specified values is considered a special product that will require confirmation from manufacturing prior to ordering. All values are ± 5%. AstroTurf® has the right to modify technical specifications on the above-mentioned product. Delivered products can slightly differ from the technical data. AstroTurf® guarantees the technical quality of the proposed article.



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 (800) 723-TURF help@astroturf.com
 www.astroturf.com @AstroTurfUSA

SPRINTURF[®]

A PLAYCORE Company

REQUEST FOR PROPOSAL

City of Dodge
20205 02 Cavalier Field
Baseball Stadium Returf

240 San Jose Drive
Dodge City, KS 67801

March 14th, 2025
@ 10:00 AM



SPRINTURF REPRESENTATIVE

Joe Staab
C: 619-997-6691
E: joe.staab@sprinturf.com

PHONE: 843-936-6023 • FAX: 843-284-8823 • INFO@SPRINTURF.COM
146 FAIRCHILD STREET, SUITE 150, DANIEL ISLAND, SC 29492



SPRINTURF®



In-fill Type	SBR Ambient Crumb Rubber & Silica Sand
Face Weights	Diamond, Wings, Clay, & Track – 60 oz/yd ² Home Plate Halo & Mound – 90 oz/yd ²
Backing/Urethane Weight	24 oz/yd ² On All Turf

The Sprinturf Difference

Sprinturf is the only turf manufacturer with no fiber failures over the last decade. To provide the highest quality product and service, one hundred percent of Sprinturf products are manufactured in house and in America creating American jobs and investments. Sprinturf's commitment to never using foreign materials ensures the highest level of quality control throughout the manufacturing process. Sprinturf's tufting & finishing plant adheres to strict industry quality standards including ISO9001. Sprinturf installations are executed to a uniform, national quality standard and SprintCare, our after-sales maintenance program is one of the best in the industry.

Pricing Includes:

Base Bid

- a) Furnish, install & remove protection for turf access.
- b) Remove & dispose of existing synthetic turf & infill system.
- c) Furnish & install the artificial in-filled grass surface provided by Sprinturf as specified.
- d) Furnish & install tufted/inlaid baseball infield game lines in standard color(s).
- e) Furnish & install a backstop logo in standard color(s). Design & colors TBD by owner within the specified logo allowance. Line details to be a minimum of 4" wide. Owner to provide vector file for anticipated graphic(s).
- f) Furnish & install one (1) set of bases, one (1) home plate, & one (1) pitching rubber within field of play only.
- g) Furnish & assemble eight of each (8/ec) replacement panel inserts for batter's boxes, catcher's box, & pitching strips within field of play & bullpens as specified. Excludes batting cages.
- h) Furnish & install ambient SBR crumb rubber & silica sand infill per manufacturer's recommendation.
- i) Provide an eight (8) year manufacturer's warranty on turf system. Existing base & drainage warranty excluded.
- j) **Provide an eight (8) year third party warranty.** Existing base & drainage warranty excluded.

Alternate Bid #1

- a) Add to Base Bid.
- b) Furnish & install (26) two-color 3' tall baseline lettering CONQUISTADORS" along 3rd Base & "CAVALIER FIELD" along 1st base in standard color(s). Includes a max. of two (2) colors TBD by Owner.

Voluntary Alternate Bid #1

- a) Deduct from Base Bid.
- b) Remove, salvage & bag existing infill system in lieu of base bid disposal.
- c) Remove & dispose of existing synthetic turf system.
- d) Install all infill salvaged from the existing field in lieu of base bid new infill system.
- e) Furnish & install new ambient SBR crumb rubber infill topdressing layer per manufacturer's recommendation.



ULTRABLADE™

DFE EXTREME WITH THATCH

60

SLIT-FILM / MONOFILAMENT

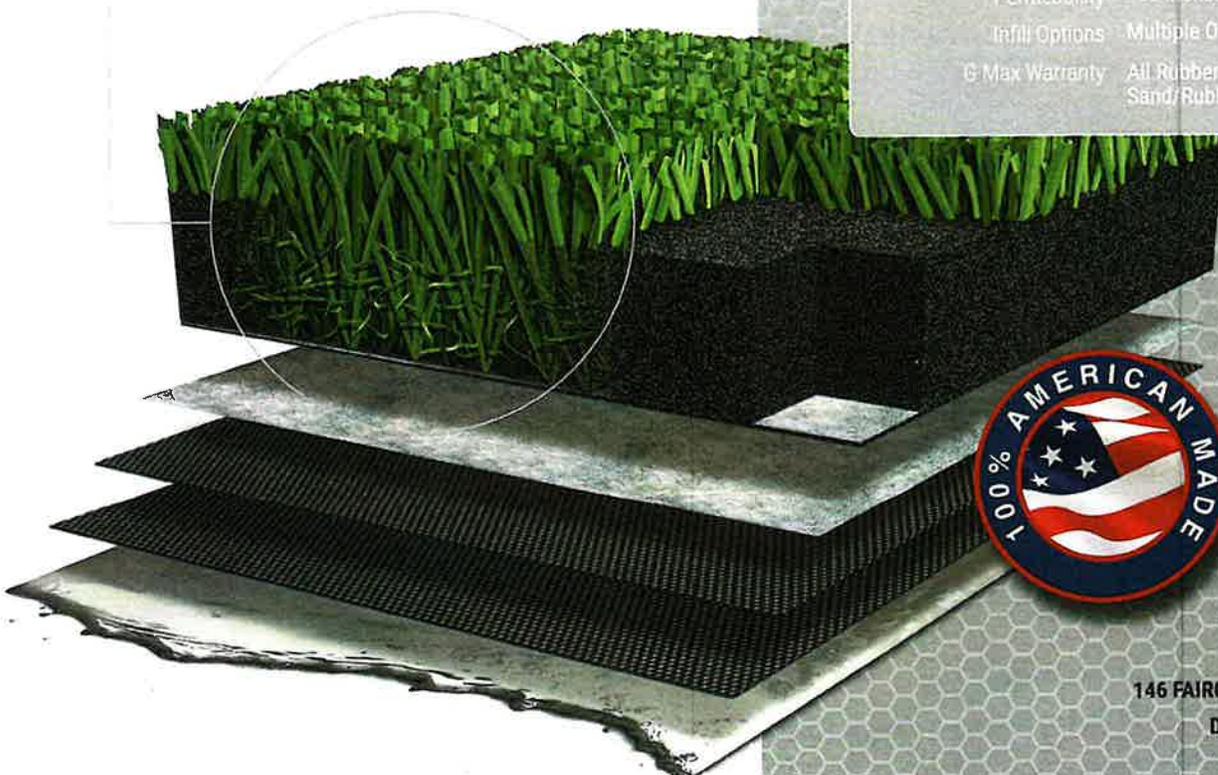
Sprinturf has the most dual fiber fields in the nation. DFE Extreme fields feature a 330 micron plus monofilament and a 120 micron plus slit film, Exclusively made in-house and in America.

The combination of monofilament and parallel-fibrillated fibers interlock to nearly eliminate infill flyout – a common complaint amongst athletes, coaches, and parents. The available two color configuration provides stunning aesthetics.

Sprinturf DFE Extreme fields feature two unique polymer technologies. State of the art C8 monofilament resins from Dow and Nova are married to a proprietary metallacene slit film resin from Exxon. The combined product featuring the greatest polymer suppliers in the world provide unmatched durability with exceptional resilience, playability, and safety.

Fiber	Fibrillated Long-Slit Monofilament
Fiber Supplier	ITS - Sprinturf
Fiber Denier	10,000 / 10,800
Fiber Thickness	120 Microns / 330 Microns
Pile Height	2"
Face Weight	60 oz / yd ²
Primary Backing	Non-Woven/Woven/Woven
Primary Backing Weight	8.5 oz / yd ²
Secondary Backing	Polyurethane
Secondary Backing Weight	24 oz / yd ²
Total Weight (w/o infill)	92.5 oz / yd ²
Tufting Gauge	3/8"
Tuft Bind	>10 lbs/force
Permeability	>60 inches/hour
Infill Options	Multiple Options Available
G Max Warranty	All Rubber: < 150G's Sand/Rubber: < 175G's

THATCH ZONE



The information provided above represents the standard characteristics for the named product. If required, this product can be manufactured to meet alternative specification requirements within our manufacturing tolerances. The above referenced data and supporting reports apply only to the sample tested and are not necessarily indicative of the qualities of apparently identical or similar products.

TOLL FREE: 877-686-887

FAX: 843-410-5712

146 FAIRCHILD STREET, SUITE 150

DANIEL ISLAND, SC 29492

ULTRABLADE™

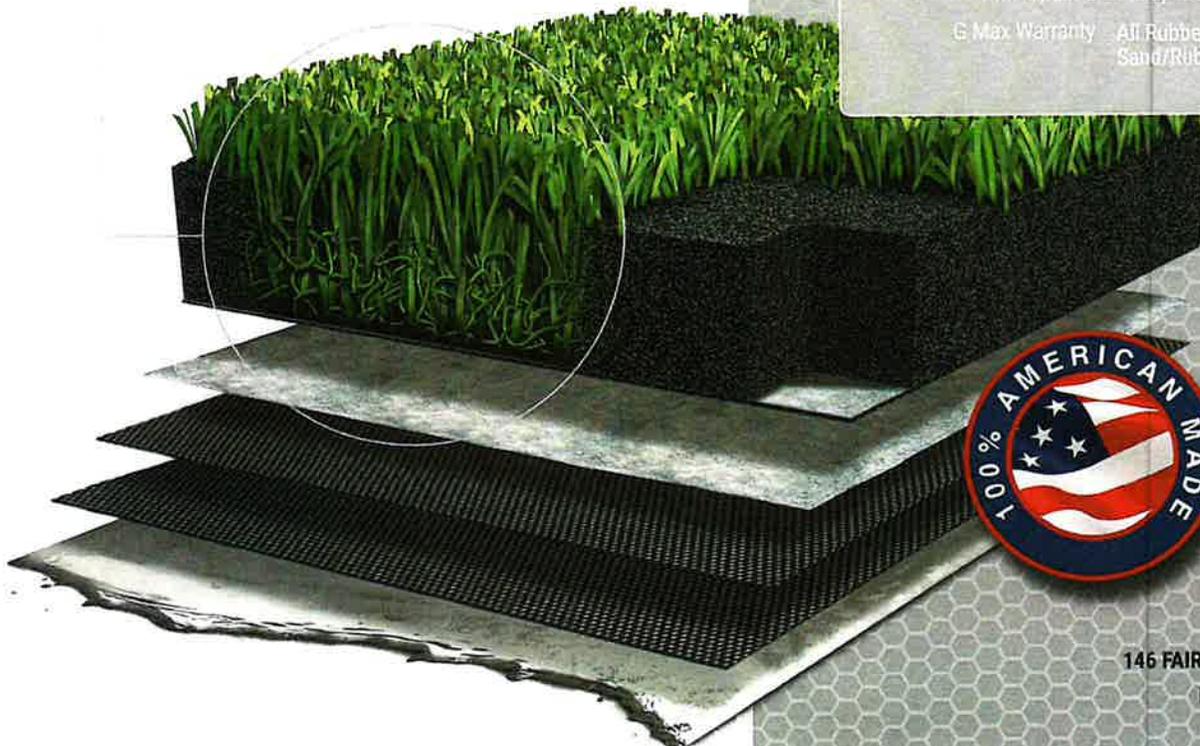
WITH THATCH

90

SLIT-FILM FIBER

Sprinturf's parallel long slit fibrillated fibers are featured in the most fields in the nation over 10 years old. Exclusively made in-house and in America. Sprinturf pioneered the Ultrablade parallel slit fiber system in 1998. Over 250 fields have been installed with Ultrablade since 2006 alone. The current Ultrablade slit fiber system features a proprietary Exxon metallacene resin. The 120 micron plus fiber provides unmatched durability. Tensile strengths average 40 percent higher than comparable Tencate XP fibers. Ultrablade routinely passes 100,000 plus cycles on Lisport accelerated testing. Installations include University of Pennsylvania, Valdosta State University, and Ball State University.

THATCH ZONE



Fiber	Fibrillated, Parallel Long Slit
Fiber Supplier	ITS - Sprinturf
Fiber Denier	10,000
Fiber Thickness	120 Microns
Pile Height	1.50"
Face Weight	90 oz / yd ²
Primary Backing	Non-Woven/Woven/Woven
Primary Backing Weight	8.5 oz / yd ²
Secondary Backing	Polyurethane
Secondary Backing Weight	24 oz / yd ²
Total Weight (w/o infill)	122.5 oz / yd ²
Tufting Gauge	3/8"
Tuft Bind	>12 lbs/force
Permeability	>40 inches/hour
Infill Options	Multiple Options Available
G Max Warranty	All Rubber: < 150G's Sand/Rubber: < 175G's

The information provided above represents the standard characteristics for the named product. If required, this product can be manufactured to meet alternative specification requirements within our manufacturing tolerances. The above referenced data and supporting reports apply only to the sample tested and are not necessarily indicative of the quality of apparently identical or similar products.



TOLL FREE: 877-686-887

FAX: 843-410-5712

146 FAIRCHILD STREET, SUITE 150

DANIEL ISLAND, SC 29492



REQUEST FOR PROPOSAL

.....

DODGE CITY PARKS AND RECREATION –
CAVALIER PARK TURF REPLACEMENT

PRICING PROPOSAL



FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

- a) Removal and disposal of existing turf field.
- b) Installation of the artificial in-filled grass surface upon a suitable base.
- c) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface, apart from the base areas and slide zones, which will carry a 2-year manufacturer's warranty. Furthermore, the following designated high traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage and bullpen area.
- d) Inlaid Baseball Markings.
- e) (1) Back Stop Logo, up to 35' x 35', 4-colors
- f) (1) Velcro Replacement Set. Includes (8) Replacements for Pitcher's Mound, Catcher's Box, & Batter's Boxes
- g) Performance and Payment Bonds

PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- c) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
- d) The supply and import of additional finish aggregate.
- e) Any costs associated with necessary charges relating to the delineation of the field.
- f) Unless otherwise specified, the price does not include any G-max testing.
- g) The supply of or adjustments to existing manholes, clean-outs or grates, and supply of the manhole covers.
- h) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- i) Site security.
- j) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- k) Site restoration, sodding, landscaping or grow-in.
- l) Any maintenance equipment.
- m) Permit fees, Inspection fees.
- n) A vehicle to tow FieldTurf maintenance equipment.

DOUBLEPLAY Baseball

TECHNICAL SPECIFICATION



Natural Clay

PROPERTY	VALUE	UNITS	METHOD
Product Stock Code	XT-50-3/8		
Pile Yarn Type	UV-resistant polyethylene		n/a
Yarn Structure	Slit-Film		n/a
Yarn Denier	10000+	Denier	D1577
Tape Thickness	100+	Microns	D3218
Pile Height	2	inches	D5823
Pile Weight	42	oz/yd ²	D5848
Primary Backing Weight	7+	oz/yd ²	D5848
Secondary Backing Weight (Perforated)	16+	oz/yd ²	D5848
Total Carpet Weight	65	oz/yd ²	D5848
Stitch Gauge	3/8 inch centers		D5793
Tuft Bind	8+	lbs/force	D1335
Grab Tear Length	>200	lbs/force	D5034
Grab Tear Width	>200	lbs/force	D5034
Pill Burn Test	Pass		D2859
Water Permeability	>40	inch/hour	DIN 18-035
Ambient Rubber	1.5	Lbs/ft ²	
Sand	5.4	Lbs/ft ²	
Total Product Weight	1059	oz/yd ²	

Issue Date: 12/12/2022

Disclaimer: Variation of +/-5% on above listed property values is within normal manufacturing tolerances

When the priority is to replicate the expected ball/surface interactions of a natural playing surface, this will result in higher g-max/HIC values. As a result, this field area takes exception to commonly recommended g-max/HIC tolerances





March 12, 2025

City of Dodge City
Attention: RFP – Finance Director
100 Chaffin Road
Dodge City, Kansas 67801

RE: Cavalier Field Returf Project

Dear City of Dodge City:

Hellas Construction, Inc. is pleased to provide pricing and product specifications for the Cavalier Field returf project, bidding March 14, 2025.

We are very excited for the opportunity to work with you and your team on the successful development and completion of this project for the enjoyment of your citizens in and in the surrounding communities. Our mission is to satisfy and serve the community of Dodge City with integrity, quality materials, superior construction and on-time delivery. We can accomplish this mission by offering a Turnkey Solution. Hellas has the unique ability to provide complete project services that include construction but also the quality-controlled manufacturing of the synthetic sports surfaces in our U.S. based manufacturing facility.

Also, please also consider the following:

- Turnkey Business Model –By integrating synthetic turf manufacturing, construction, and field installation, we are better able to control our destiny and forecast material needs accurately;
- 1350+ Employees – Hellas consistently attracts and retains the best talent. We build our fields with our own directly-employed full-time crews who are specially trained in the art of sports construction;
- 1250+ Pieces of Construction Equipment – We own and operate more than 1250 pieces of specialty construction equipment so that we can show up to the jobsite on time, every time;
- Hellas has on staff individuals with American Sports Builders Association Certifications in the building of Fields, Tracks, and Tennis Courts;
- Hellas manufactures and installs its own products with its own employee forces (not subcontractors) allowing the ability to tailor your surface to your needs and specifications and maintaining complete quality control from start to finish.

Our experienced and dedicated team will collaborate closely with you on building the highest quality sports fields. Hellas is committed to safety, quality and customer satisfaction.

Thank you for the opportunity to provide you with a world-class recreation facility.

Sincerely,

Chad Feris
Senior Vice President of Sales and Marketing





- Provide one maintenance visit per year for eight year.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Proposal Price \$290,757.00

PROPOSAL ALTERNATES

1. Add alternate for **Matrix helix®** Shape Memory Technology on the synthetic turf. Add to base proposal.
Add Alternate 1 Amount \$16,620.00
2. Add alternate for **Pivot 100oz.** turf with Geocool Colling Additive. Add to base proposal.
Add Alternate 2 Amount \$42,944.00
3. Add alternate for GeoFlow+ 15mm shock pad under turf areas. Add to base proposal.
Add Alternate 3 Amount \$43,395.00

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any other form of subgrade stabilization.
3. Aggregate base repairs.
4. Existing drainage system repairs.
5. Construction materials inspection and testing.
6. Geotechnical Investigation.
7. Rock excavation or haul off.
8. SWPPP/Erosion control.
9. Any concrete work.
10. Any asphalt paving.
11. Any fence work.
12. Engineering.
13. Supply or installation of perimeter safety or construction fencing.
14. Site security.
15. Any Allowances or Contingencies.
16. Taxes.
17. Prevailing or union wages.
18. Any permits or fees, including any utility impact fees generated by construction improvements.
19. The owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT

	<u>Standard</u>	<u>Property</u>	<u>Specification</u>
1	ASTM D418/D5848	Pile Weight	60 oz. /Sq. Yd.
2	ASTM D5848	Primary Backing Weight	7.5 oz. /Sq. Yd.
3	ASTM D5848	Secondary Coating Weight	20-26 oz. /Sq. Yd.
4	ASTM D5848	Total Weight	67.5 – 85.5 oz. /Sq. Yd.
5	ASTM D1907	Yarn Denier (Mono) Thatch	12,400 5,000
6	ASTM D418/D5848	Pile Height	Finished 1.5" (+/- 1/8")
7	ASTM D5793	Tufting Gauge	3/8" - 1/2"
8	ASTM D5848	Primary Backing	Multi-Layer Warp-knitted polypropylene
9	ASTM D5848	Secondary Coating	Polyurethane
10	ASTM D1335	Tuft Bind without Infill	8 lbs. +/-
11	ASTM D1682/D5034	Grab Tear (length)	>250 lbs. Force
12	ASTM D1682/D5034	Grab Tear (width)	>350 lbs. Force
13	ASTM D4991	Carpet Permeability	>40 inches/hour
14	ASTM D2859	Flammability (Pill Burn)	Pass
15	ASTM E-11	Realfill™ Infill	4.5 - 6 lbs. +/- per square foot
16		Fabric Width	15'
17		Perforation	3/16" Holes 4" x 4"
18	ASTM D3218	Yarn (Mono)	<u>Mono:</u> Yarn Matrix with Helix Technology Average Thickness 170 microns LLDPE Resin
All Characteristics listed above are nominal +/- 10%			

Major Play Helix turf incorporates life like individual blades of grass, tufted into the strongest and most dimensionally stable backing system available with a polyurethane pre-coat for the ultimate in tuft-bind.

Major Play Helix is filled with a pea gravel (2-3 lbs) and rubber (2.5-3.5 lbs) infill – Realfill®. Infill will be a minimum of 75% of synthetic turf pile height at time of completion. Ratios will be customized for playability to the various areas of the field (infield dirt, grass, warning track, etc.)

Due to the many variations in manufacturing dye lots, it should be expected that some variation in fiber color exists. Although we consider these variances to be minimal, there is no way to assure exact color and absolute uniformity of color hues. Variances in color amongst fiber does not affect the performance or warranty of the fiber.

Helix shape memory technology is added to monofilament fibers during the manufacturing/extrusion process which makes the fiber twist into a helix shape. This unique shape locks in and secures the infill. The monofilament fibers twist to cover and trap the rubber granules reducing infill migration

YARN

DENSITY (DENIER)	5,040/1 (XP+); 5,400/6 (semi-TXT); 7,200/10 (TXT)
THICKNESS (MICRONS)	100 (XP+); 152 (semi-TXT); 145 (TXT)
MELTING POINT	128° C 260° F
BREAKING STRENGTH	11 lbs/force (XP+); 20 lbs/force (semi-TXT); 20 lbs/force (TXT)
LEAD CONTENT (PPM)	<100



PILE CONTENT



BLEND OF DURABLE SLIT FILM AND SEMI-TEXTURIZED AND TEXTURIZED MONOFILAMENT FIBERS

TenCate XP+ U.V. resistant slit film, combined with TenCate semi-TXT and TXT monofilament root zone.

PRIMARY BACKING	7.5 oz/yd ² ; TenCate K29 Backing (Double Layer Thiobac, black, U.V. stabilized, Layer 1: 100% PP, Layer 2: PET/PP blend)
SECONDARY BACKING	20 oz/yd ² Polyurethane coating with drainage holes
TOTAL WEIGHT	127.5 oz/yd ²
PILE HEIGHT	1 1/4 inch
FACE WEIGHT*	100 oz/yd ²
MACHINE GAUGE	3/8 inch
SET UP	3 ends/needle
ROLL WIDTH	182 inch
WATER PERMEABILITY	64 inches/hour (unfilled)
TUFT BIND (ASTM D1335)	> 9 lbs
GRAB TEAR (ASTM D5034)	274 lbs length, 395 lbs width
PILL FLAMMABILITY (ASTM D2859)	Pass



BEST FOR FOOTBALL, SOCCER, BASEBALL, INDOOR AND MULTI-PURPOSE FIELDS



Pile Height, Max Thickness, Face Weight, Primary & Secondary Backing, and Total Weight can differ by ±10%. The Stitch Rate will change according to the exact specifications and can differ by ±1. Roll Width can differ by ±0.8 inch.

TenCate has the right to alter each product specification in order to improve the system according to the latest standards. TenCate is not legally liable in case of noncompliance with the above mentioned specifications.

*Face Weight reflects entire length of yarn, including portion woven into backing, which is consistent with standard ASTM method of measuring tuft including back stitch.



UNITED

TURF AND TRACK

PO BOX 565 ARCADIA, OK 73007

WWW.UNITEDTURFANDTRACK.COM

Friday, March 14, 2025

Municipal Services Building
Attn: (RFP) Finance Director
Cavalier Field Returf Project
100 Chaffin Road
Dodge City, KS 67801

Re: Cavalier Field Returf Project

Mr. Cecil,

Thank you for your interest in our products and services. We are pleased to present this proposal for your consideration. This proposal outlines the scope of work to be performed on Cavalier Field. The proposal includes:

TURF SYSTEM and INSTALL – AstroTurf Diamond RBI system with Diamond ERA replaceable Inserts

- Furnish all materials, labor, and equipment to remove and dispose of the existing infield turf.
- Furnish all labor to inspect the existing concrete curb, stone/drainage, and nailer board.
- Furnish all materials, labor, and equipment to laser grade the existing aggregate base.
- Furnish all materials, labor and installation equipment to install an AstroTurf Diamond RBI 60-ounce face weight artificial infilled grass system (+/- 37,208 Sf).
- Furnish eight (8) and install one (1) set of AstroTurf Diamond ERA 90-ounce face weight replacement panels
- ALL turf, infill, seam tape, hot melt glue, white thread, 8-year non-prorated AstroTurf warranty, 3rd Party Warranty, typical associated materials to complete the successful install and meet construction specs shall be provided by United Turf and Track.
- Logo behind home plate included as \$10,000 allowance.
- All work to be done by UTT crews. No sub-contractors will be used.

Total cost for AstroTurf Diamond RBI System Scope of Work \$335,500.00

Add alternate for sideline lettering "CONQUISTADORS" and "CAVALIER FIELD" ADD \$23,500.00

Add finish stone if needed \$40/ton

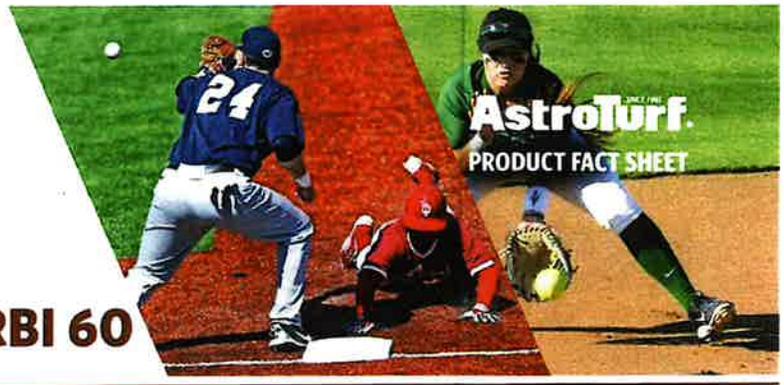
Add nailer board replacement if needed \$12/LF

Attachments included:

1. Client/reference list
2. Certified Field Builder (Jerrod Simmons)
3. Sample insurance and COI

Inclusions:

- Samples, submittal information, and shop drawings as needed.
- Insurance as required.
- Inlaid markings as required for baseball permanently installed in standard white synthetic turf.
- An infill of silica sand and SBR rubber at the manufacture-approved weights and ratios for the selected AstroTurf synthetic turf system.
- AstroTurf's Standard Eight (8) Year Warranty of the turf system materials.
- Clean-up and disposal of our debris into dumpsters.
- Wages as appropriate in the State of Kansas (non-prevailing/non-union)
- All colors are selected from AstroTurf's standard color palette.



ROOTZONE DIAMOND-i RBI 60

Today's premiere baseball and softball surface, Diamond Series handles ball bounce like a natural grass field in every area of performance - outfield, infield and base paths. And this can be custom tailored to any coach or facility specifications for speed or bounce.

Diamond Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years. Outfield, infield, base paths, pitcher's mound, batters' boxes and warning tracks are each surfaced with unique AstroTurf products designed specifically to replicate natural field playability.

This product features unique fibers - diamond-shaped polyethylene face fibers, diamond-shaped nylon face fibers and nylon RootZone fibers. The use of nylon in this area of the field is critical and sets AstroTurf's Diamond Series apart. Not only does it boost longevity for some of the most heavily used areas in all of sports, it also creates more realistic sliding distances.

The RootZone is a system of texturized fibers that curl down to create a net-like matrix that encapsulates infill - dramatically reducing infill spray during play and infill migration over time. With a RootZone, hops and slaps are more natural because the ball is less susceptible to interference from sand/rubber splash and fly-out. Fewer divots are seen than on other synthetic fields.

It's all about the bounce.

- ◆ Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- ◆ Diamond-shaped PE and Nylon face fibers that are designed to lay over and replicate clay
- ◆ Nylon adds durability and realistic sliding distances
- ◆ Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting

ROOTZONE DIAMOND-i RBI

The RootZone Diamond-i RBI product is used to replicate clay on baseball and softball fields.



Brown



Red Clay

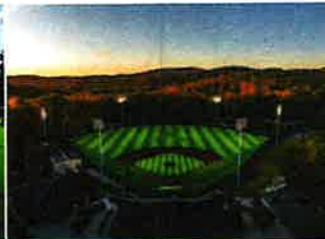
"Moving to turf was not an easy decision for us and came with a great deal of research. We wanted a surface that would bring harmony to both the offensive and defensive components of the game. AstroTurf's product allowed us the best opportunity to do this without compromising any aspect of our field."

Tim Corbin, Head Baseball Coach, Vanderbilt University

- ◆ Nylon RootZone infill stabilization system
- ◆ Multi-layer woven primary backing
- ◆ The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory
- ◆ Infill mixtures specifically designed to play like clay



University of Washington - Seattle, WA



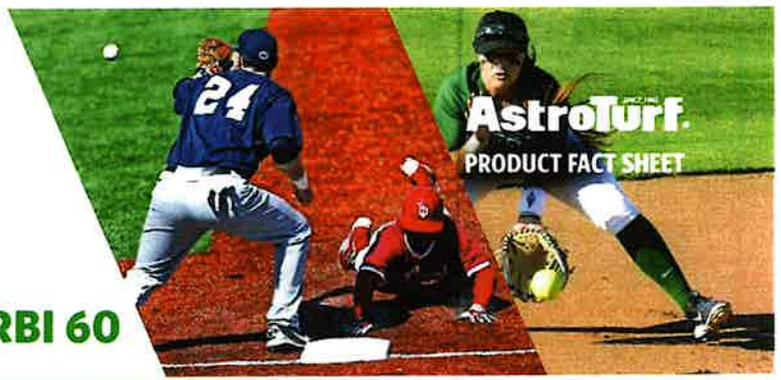
Appalachian State University - Boone, NC



Northwestern University - Evanston, IL



Vanderbilt University - Nashville, TN



ROOTZONE DIAMOND BLEND RBI 60

Today's premiere baseball and softball surface, Diamond Series, handles ball bounce like a natural grass field in every area of performance - outfield, infield and base paths. And this can be custom tailored to any coach or facility specifications for speed or bounce.

Diamond Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years. Outfield, infield, base paths, pitcher's mound, batters' boxes and warning tracks are each surfaced with unique AstroTurf products designed specifically to replicate natural field playability.

This product features three unique fibers – slit film fibers for durability, TRIONIC Plus monofilament fibers for aesthetics and RootZone fibers for playability. The RootZone is a system of texturized fibers that curl down to create a net-like matrix that encapsulates infill – dramatically reducing infill spray during play and infill migration over time. With a RootZone, hops and slaps are more natural because the ball is less susceptible to interference from sand/rubber splash and fly-out. Fewer divots are seen than on other synthetic fields.

This system includes the exciting TRIONIC Plus monofilament fiber. For the first time in the history of the industry, our experts have molecularly fused Polyethylene and Nylon into a single Trionic fiber. That translates to softness AND durability. The inclusion of our Sanitized Silver-based technology, Dualchill Thermal shield and Statblock anti-static component provides additional benefits to ensure the longest lasting, highest performing fiber available.

It's all about the bounce.

"We couldn't be more pleased with AstroTurf Diamond Series for our baseball field. The follow up and service after the completion is second to none. We're happy to be a part of the AstroTurf family."

Ryan Folmar, Head Baseball Coach, Oral Roberts University

ROOTZONE DIAMOND BLEND RBI

The RootZone Diamond Blend RBI product is used for the grass portions of baseball and softball fields.



Colors to be manufactured with PE Legend Fiber

- Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- Trionic Plus monofilament fibers featuring a proprietary co-polymer blend of Polyethylene and Nylon in a single fiber
- Extremely durable slit film fibers for resistance to wear
- Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- Sanitized Silver-based technology helps eliminate bacterial odors and prevents microbe build-up
- Dualchill Thermal shield provides an average of up to 42% improvement in IR reflectivity
- Statblock Anti-static component provides up to a 17x reduction in static levels
- RootZone infill stabilization system
- Multi-layer woven primary backing
- The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory



University of Washington - Seattle, WA



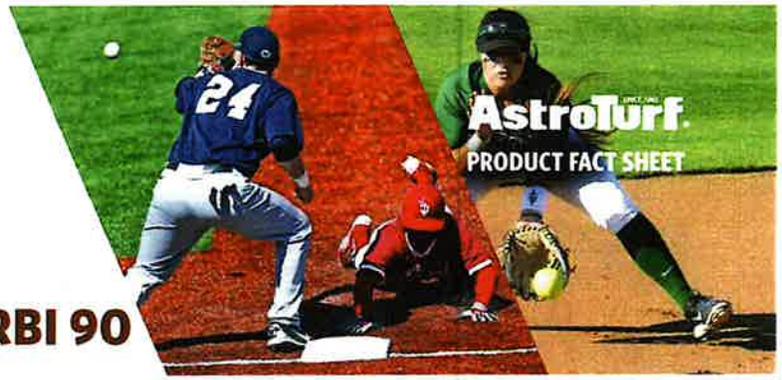
Appalachian State University - Boone, NC



Northwestern University - Evanston, IL



Vanderbilt University - Nashville, TN



ROOTZONE DIAMOND ERA RBI 90

Today's premiere baseball and softball surface, Diamond Series handles ball bounce exactly like a natural grass field in every area of performance - outfield, infield and base paths. And this can be custom tailored to any coach or facility specifications for speed or bounce.

Diamond Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years. Outfield, infield, base paths, pitcher's mound, batters' boxes and warning tracks are each surfaced with unique AstroTurf products designed specifically to replicate natural field playability.

The torque generated in pitching and batting makes these areas the most used and abused of any sports field. But the ERA system is designed to stand up to this heavy use.

ERA stands for Extra Resilience Area. This product features unique fibers packed into an incredibly dense fiber matrix. Diamond shaped polyethylene face fibers, diamond-shaped nylon face fibers and nylon RootZone fibers comprise the RootZone Diamond ERA RBI. The use of nylon in this area of the field is critical and the durability sets AstroTurf's Diamond Series apart. Plus, eight sets of batters' boxes come with every field!

It's all about the bounce.

- ◆ Extremely dense profile for ultimate durability
- ◆ Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- ◆ Diamond-shaped PE and Nylon face fibers that are designed to lay over and replicate clay
- ◆ Nylon boosts durability
- ◆ Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting

ROOTZONE DIAMOND ERA RBI

The RootZone Diamond ERA RBI product is used for the batters' boxes, catchers' boxes and pitching areas of baseball and softball fields.



Brown



Red Clay

"I was 100% against artificial mounds and now that I've experienced the benefits of AstroTurf mound technology I am for it because it saves games from constant rainouts."

Skip Johnson, Head Baseball Coach, University of Oklahoma

- ◆ Nylon RootZone infill stabilization system
- ◆ Multi-layer woven primary backing
- ◆ The latest polyurethane technology to enhance tuft lock, dimensional stability, and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory
- ◆ Infill mixtures specifically designed to play like clay



University of Washington - Seattle, WA



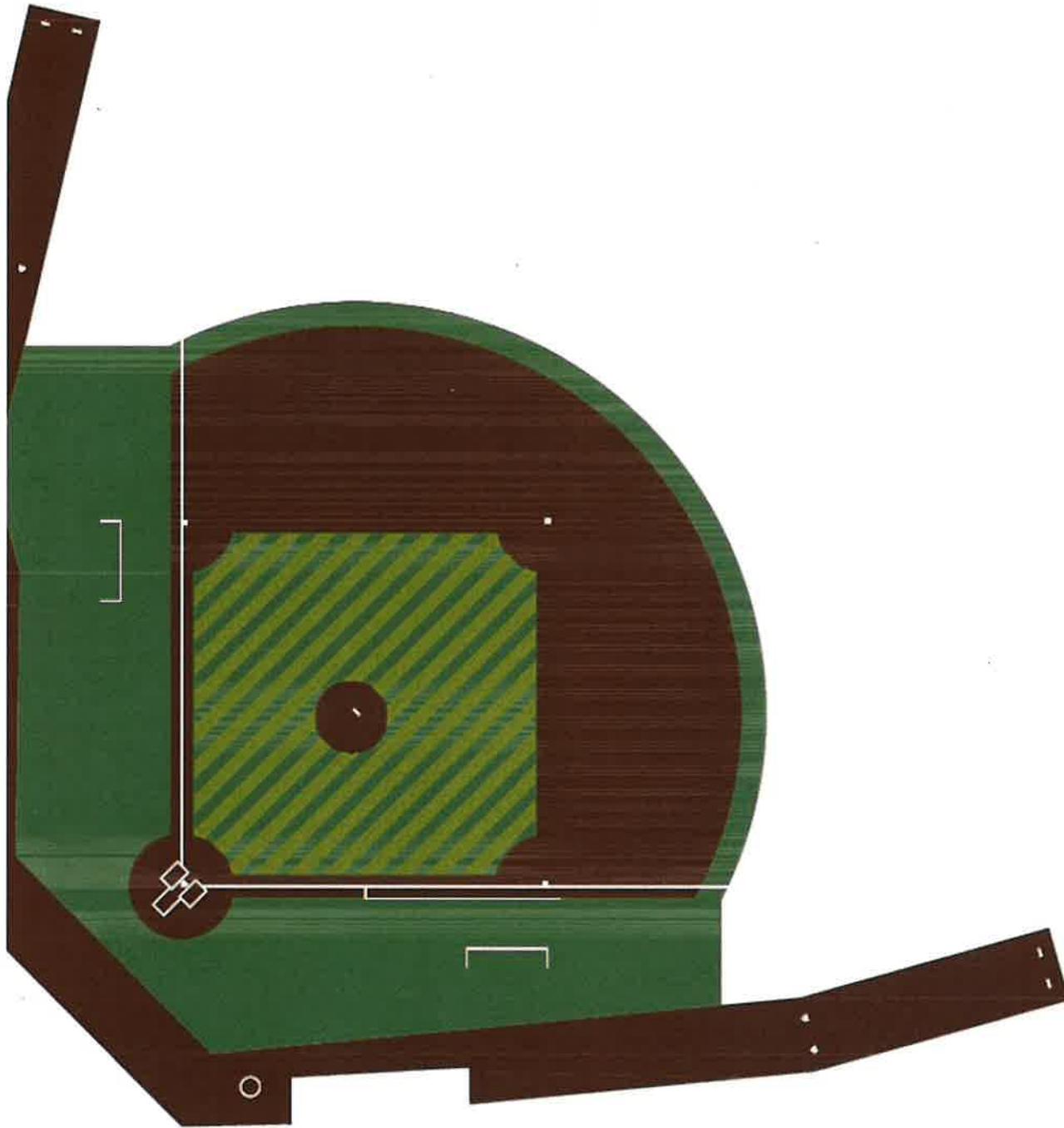
Appalachian State University - Boone, NC



Northwestern University - Evanston, IL



Vanderbilt University - Nashville, TN



FIELD RENDERING
SCALE: 1" = 30'-0"



LAYOUT NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS
2. BASEBALL STRIPING - 3" WHITE
3. COLORS SHOWN FOR REFERENCE ONLY. FINAL COLOR APPROVAL TO BE BASED ON PHYSICAL YARN SAMPLES AND NOT PRINTED COLORS.

TURF COLORS:

FL/FG - 8240/8200
FL/LG - 8240/8370
BROWN - 5810
WHITE - 1000

TURF NOTES:

GREEN - 3DXtreme 45
WARNING TRACK - 3Di 45 (BROWN)
SKINNED AREAS - 3Di 45 (BROWN)

THIS SUBMITTAL HAS BEEN SENT FOR REVIEW AND APPROVAL BY THE ARCHITECT/ENGINEER. WORK MAY NOT PROCEED UNTIL AN APPROVED COPY IS RETURNED.

REVIEWED BY: _____

REVIEWED DATE: _____



Memorandum

To: City Commissioners
From: Nick Hernandez, City Manager
Date: March 31, 2025
Subject: Approval of Professional Services Agreement with Michael Giardine
Agenda Item: New Business

Purpose: Approval of Professional Services Agreement for Municipal Judge services with Michael Giardine

Recommendation: Staff recommends approval of the agreement.

Background: Michael Giardine has served several years as the Municipal Judge for the City of Dodge City, including from 2011-2016 and continuously from 2020 to the present. From 2011-2016 the yearly compensation for a municipal judge was \$68,400. When he returned in 2020, Judge Giardine accepted a reduced salary of \$50,000 and his pay has remained static at \$50,000 per year. During this time, Judge Giardine has not sought any salary adjustments, including cost of living adjustments. The present contract updates the pay for the Municipal Judge to \$90,000 per year, for a monthly amount of \$7,500.

The key terms of the Professional Services Agreement include:

- Updating the compensation for the position to \$90,000 per year, paid in monthly installments of \$7,500 per month for municipal judge services during operational hours of court proceedings, namely Tuesdays and Thursdays each week.
- For Municipal Judge Services outside normal hours, the Municipal Judge will be compensated at a rate of \$100 per hour.
- Increasing the hourly rate of Pro Tem (substitute judge) to \$120 per hour to assist the municipal judge in filling this role when necessary.
- Making the term of the contract 3 years with automatic one-year renewal terms.

City Commission Options:

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

Financial Considerations: Approval of this contract will obligate the City to pay the municipal judge salary and costs as outlined above.

Amount \$90,000 annually

Fund: Dept: Court Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: This contract was approved by the City attorney and Michael Giardine.

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: Professional Services Agreement

Approved for the Agenda by:

Nick Hernandez, City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of March, 2025 by and between **The City of Dodge City, Kansas**, a municipal corporation herein referred to as “the City”, and **Michael J. Giardine**, herein referred to as “Municipal Judge”.

PURPOSE: The purpose of this Agreement is to set out the scope of services to be provided by the Municipal Judge, and to provide a basis for compensation for such services.

1. **Appointment.** The City Manager does hereby appoint Michael J. Giardine to fill the position of Municipal Court Judge for the City of Dodge City, Kansas, effective as the date of execution of this Agreement. As such, said Municipal Judge shall have full authority and responsibility to act on the City’s behalf as required or provided by the provisions of the City Code, Local Ordinance, State Statute or other applicable law, and as hereinafter provided. The Municipal Judge shall serve as an independent contractor, and not as an employee of the City.

2. **Scope of Professional Services.** The Municipal Judge shall:

(a) hear and determine all cases and other issues properly brought before the Municipal Court;

(b) perform any and all other duties as may be required on said position by the City Code, Local Ordinance, State or Federal Statute or other applicable law or regulations;

(c) schedule regular Court dates at such times and frequency so as to prevent an undue backlog of cases and to provide prompt, swift and fair administration of justice, in a timely manner so as not to cause undue delays. The scheduling of the court dates shall be coordinated between the Municipal Judge, the City Manager and the City Attorney so as to prevent any conflicts in the use of the Court Chambers;

(d) remain in good standing as a duly licensed attorney authorized to practice law in the State of Kansas;

(e) maintain at his expense, professional liability insurance in the amount of at least Five Hundred Thousand dollars (\$500,000.00);

(f) hear and determine cases in involving Environmental Court.

3. **Facilities.** The City shall provide facilities to conduct Municipal Court. In addition, the City will provide clerical services and Court supplies as are necessary, in the opinion of the City Manager and Municipal Judge, for the operation of the Municipal Court.

4. **Reference Support.** The City will provide to the Municipal Court for the Judge's use and reference a current set of Kansas Statute books and current City Codes. In addition, the City will provide other reference books as deemed necessary and appropriate by the Municipal Judge; subject to prior approval of the City Manager.

5. **Memberships and Conferences.** The City will provide reimbursement for the Judge's membership in the Kansas Municipal Court Judge's Association as well as reimbursement for reasonable expenses associated with attending the State Municipal Court Judge's Annual Conference. Any other training requested by the Municipal Judge and expenses thereof must be approved by the City Manager prior to attendance.

6. **Compensation.** As payment for the professional services to be provided to the City by the Municipal Judge, the Municipal Judge shall be compensated as follows:

(a) The City shall pay the annual amount of ninety thousand dollars (\$90,000.00) for the professional services rendered by the Municipal Judge payable in twelve (12) equal monthly installments of seven thousand five hundred dollars (\$7,500.00) commencing the date of the execution of this agreement.

(b) The amount of the annual payment will be reviewed prior to August each year and may be adjusted by mutual agreement at any time.

(c) In the event it is determined between the Municipal Judge and the City Manager that additional court dates or special hearing times for Court cases or Environmental cases beyond the two per week currently scheduled dates are required such additional Court times will be compensated at the rate of eighty-nine dollars and twenty-one cents (\$100.00) per hour.

(d) The parties hereto specifically acknowledge that this Professional Services Agreement, whereby professional services are to be provided by the Municipal Judge as an independent contractor, and as such, other provisions of the benefit package extended to regular full-time employees, including but not limited to, KPERS Retirement Benefit Plans and City Health Insurance are not applicable to this Agreement or extended to the Municipal Judge.

7. **Pro Tem Judge Services.** The City will pay the cost of Pro Tem Judge services for up to Sixty-four (64) hours annually at a rate not to exceed One Hundred Twenty dollars (\$120.00) per hour; provided however, the cost of providing Pro Tem Judge services in excess of 64 hours annually shall be deducted from the Municipal Judges monthly payment. The Judge Pro Tem shall be an attorney in good standing, licensed to practice law in the State of Kansas.

8. **Conflict of Interest.** Nothing contained herein shall prevent the Municipal Judge from engaging in the private practice of law during the term of this Agreement so long as such private practice does not interfere with or diminish the Municipal Judges ability to properly and timely perform the duties as detailed herein; provided however, the Municipal Judge expressly agrees not to accept business which would place the Municipal Judge in a conflict of interest with the City or his duties as Municipal Judge. More specifically, the Municipal Judge agrees as follows:

(a) Not to hear any cases involving any of his present clients or present clients of the law firm with which the Judge is associated, if any.

(b) The no member or employee of the law firm with which the Municipal Judge is associated, if any, will practice before the Municipal Court of Dodge City, Kansas.

(c) That neither the Municipal Judge nor any member of the law firm with which he is associated will handle any dispute against the City.

(d) Should any other conflict arise on a particular case before the Court, the Municipal Judge shall disqualify himself from hearing the case in accordance with the Kansas Rules of Ethics and the Judicial Code of Conduct and shall arrange to have a Judge Pro Tem appointed to hear that particular case.

(e) Shall conduct himself at all times both professionally and personally in such a manner as to uphold ethical and moral standards incumbent upon the Municipal Judge position and Bar Association of the State of Kansas.

9. **Term.** This agreement shall be for an initial term of three (3) years from and after the date of the execution of this Agreement. This Agreement will automatically renew for an additional one (1) year term thereafter absent written notice from either party hereto to the contrary no less than thirty (30) days prior to expiration of the initial term or any extended term.

10. **Approval by Governing Body.** Both parties hereby acknowledge and agree that the terms and conditions set forth in this Employment Contract are contingent upon and subject to the approval of the City's governing body, the City Commission. This agreement shall not be deemed effective or enforceable until such approval is obtained. The City shall make reasonable efforts to secure the necessary approval in a timely manner. In the event that the governing body does not approve the terms of this agreement, neither party shall have any obligations or liabilities under this contract.

This Agreement shall constitute the entire Agreement between the City and the Municipal Judge. This Agreement shall be binding upon the parties hereto and the duties and responsibilities hereunder may not be assigned by the Municipal Judge to any other person. If any provision or portion hereof shall be held to be unconstitutional, invalid, or unenforceable by a Court of competent jurisdiction, such provision shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect. This Agreement shall be interpreted and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures effective the date first above written.

MUNICIPAL COURT JUDGE

CITY OF DODGE CITY, KANSAS

By: _____
Michael J. Giardine, No. 22454

By: _____
Jeff Reinert, Mayor

ATTEST:

By: _____
Connie Marquez, City Clerk