



## **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, April 21, 2025

7:00 p.m.

**MEETING # 5308**

### **CALL TO ORDER**

### **ROLL CALL**

**INVOCATION BY** Lt Marcello Marin, Salvation Army

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

### **PETITIONS & PROCLAMATIONS**

Fair Housing Month Proclamation

Arbor Day Proclamation

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

ICON - Airport Terminal Project Update

### **CONSENT CALENDAR**

1. Approval of City Commission Work Session Minutes.
2. Approval of City Commission Meeting Minutes.
3. Cereal Malt Beverage License:
  - a. Fruteria Ramirez, 302 S. 2nd Avenue
  - b. Dodge City A's, San Jose Drive  
(On file in City Clerk's Office)
4. Approval of Change Order #1 for Additional Work Required on the Wyatt Earp Boulevard. and Avenue D Drainage Improvement Project.

5. Approval of Consent Agreement to Allow Boot Hill LLC to Install a Fiber Line across the City's Easement.
6. Approval of Bids for the (CDBG) Community Development Block Grant Program Renovations for 1212 W. McArtor Road, 1106 Longbranch Road, 1205 W. Beeson Road.

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESSES**

## **NEW BUSINESS**

1. Approve the Bid for the 2025 Asphalt Street Maintenance Project for 2”( two inch) Mill and Inlay/Overlays. Report by City Engineer, Tanner Rutschman.
2. Approve Quote to Pave Pathway at Maple Grove Cemetery. Report by Director of Engineering, Ray Slattery.
3. Approve Purchase and Payment for Temporary Construction and Drainage Easements, and Right-of-Way for Trail St. Reconstruction. Report by Director of Engineering, Ray Slattery.
4. Approve the Proposal for the Interior Demolition of the First National Bank Building. Report by Director of Construction and Facilities, Kevin Israel.
5. Approval of Change Orders # 7 through #23 of FAA Grant 39/40/42 for the Dodge City Regional Airport Terminal Expansion. Report by Public Works Director, Corey Keller.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **ADJOURNMENT**

# PROCLAMATION

Celebrating 57 Years of Fair Housing in Dodge City

**WHEREAS**, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

**WHEREAS**, the City of Dodge City is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

**WHEREAS**, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

**WHEREAS**, equal housing opportunity is a condition of life in our City that can and should be achieved,

I, Mayor of the City of Dodge City, on behalf of its citizens, do hereby proclaim the month of April as

## FAIR HOUSING MONTH

And express the hope that this year's observance will promote fair housing practices throughout the City.

Dates this 21<sup>st</sup> day of April, 2025

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Mayor

ATTEST:

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City Clerk



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Jeff Reinert, Mayor of the City of Dodge City Kansas, do hereby proclaim Friday, April 25<sup>th</sup>, 2025, as

# Arbor Day

In the City of Dodge City, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this day of 21<sup>st</sup> Day of April 2025

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Connie Marquez, City Clerk

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers  
806 N. 2<sup>nd</sup> Avenue, Dodge City, KS  
Monday, March 31, 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](http://www.facebook.com/cityofdodgecity)
2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://www.vimeo.com/cityofdodgecity).

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

## **CALL OR ORDER**

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

## **WORK SESSION**

Downtown Façade Improvements

Building Solutions Construction Manager, Matt Cox gave an update on the Downtown Streetscape construction phases and completion dates. Building Solutions Construction Design Coordinator, Natalie Cox gave a presentation of the Explanation of Vision for Downtown Façade Renderings and the Anatomy of a Building and proposed Façade Improvements and Costs.

Assistant ant City Manager, Melissa McCoy and City Manager, Nick Hernandez went over the funding resources and anticipated costs.

The Downtown Façade Improvements will be on the April 21 meeting for approval.

## **ADJOURNMENT**

Commissioner Michael Burns made a motion to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried 5 – 0.

## **ADJOURNMENT**

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

ATTEST:

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Mayor

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City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

806 N 2<sup>nd</sup> Avenue

Dodge City, KS

Monday, March 31, 2025

7:00 p.m.

MEETING # 5307

## **CALL TO ORDER**

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

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

## **PLEDGE OF ALLEGIENCE**

**APPROVAL OF AGENDA** Commissioner Daniel Pogue made a motion to approval the agenda as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 5 – 0.

## **PETITIONS & PROCLAMATIONS**

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

## **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.

Commissioner Michael Burns made a motion to approve the consent calendar as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 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 was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 1 with Commissioner Rick Sowers voting no.

**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 was approved on a motion by Commission Rick Sowers. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Commissioner Michael Burns made a motion to approve the purchase of four (4) patrol vehicles for the Dodge City Police Department from Lopp Motors in the amount of \$39,894 each with a total of \$159,576. Commissioner Chuck Taylor seconded the motion. The motion carried 5 – 0.
2. Commissioner Daniel Pogue moved to approve the Depot Theater Lease Agreement. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.
3. Commissioner Rick Sowers moved to approve the bid purchase from Morning Pride Bunker with allowance for extra bunker gear up to the amount of current budgeted funds for replacement. Commissioner Chuck Taylor seconded the motion. The motion carried 5 – 0.
4. Commissioner Chuck Taylor made a motion to approve the purchase price for temporary construction and permanent easements for the Gunsmoke/Comanche Street Trail Extension in the amount of \$26,490. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.
5. Commissioner Chuck Taylor made a motion to approve change Order #1 for 2025 Street Reconstruction-Concrete Project for an increase of \$118,210.25 for the Extension of Soule Street. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.
6. Commissioner Daniel Pogue made a motion to approve of the updated Biogas Optimization Services Agreement with Kinect Energy DriveGreen and 45Z Credit Service Agreement with Stratex Ventures, SS 1601. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.
7. Commissioner Rick Sowers moved to approve Change Orders #20, 22, 23, 24 & 24A for an additional \$407,408.47 with an addition of \$150,097 that will be added to the project and \$257,311.47 coming from contingency funds for the expansion of the south Wastewater Treatment Plant. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

8. Commissioner Michael Burns made a motion to approve the bid from Morige Manufacturing Inc. in the amount of \$56,952.18 for two Grasshopper Model 440 61” rear discharge mowers for the maintenance of the Maple Grove Cemetery and one Grasshopper Model 940 front mount mower with broom attachment for Mariah Hills Golf Course. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.
9. Commissioner Rick Sower moved to approve the quote from Barco Products quote for Site Amenities for Legends Ballpark and to allow staff to spend up to the \$40,000 to add additional seating and to get additional discounts of freight and additional items purchased. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.
10. Commissioner Michael Burns moved to approve the proposal from Mid-America Sports Construction for the installation of Astro Turf Diamond Series RBI Turf for the Infield of Cavalier field in the amount of \$335,575. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.
11. Commissioner Daniel Pogue moved to approve the Professional Services Agreement with Michael Giardine for Municipal Judge Services. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **EXECUTIVE SESSION**

At 8.24 pm. Commissioner Daniel Pogue moved that the City Commissioner recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(6).

The justification for closing the meeting is to hold preliminary discussion related to the acquisition of real property. The open meeting will resume in the City Commission chambers in 20 minutes at 8:44pm. The commission will take action upon returning to open session and prior to adjournment.

The meeting will include Commissioners Jeff Reinert, Daniel Pogue, Rick Sowers, Michael Burns, Chuck Taylor, City Manager Nick Hernandez, City Attorney, Paige Gilmore, City Engineer Ray Slattery and Director Public of Works, Corey Keller.

Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

The meeting reconvened to regular session at 8:45 pm

Action was taken. Commissioner Rick Sowers moved to approve to authorize City Manager, Nick Hernandez to execute a letter of Intent with Harshberger land. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

**ADJOURNMENT**

At 8:47 pm Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

ATTEST:

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Mayor

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City Clerk



# Memorandum

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

**From:** Ray Slattery, PE, Director of Engineering Services

**Date:** April 21, 2025

**Subject:** Approve Change Order (CO) #1 for the E. Wyatt Earp Blvd. & Ave. D Drainage Improvement, SD 2003

**Agenda Item:** Consent Calendar

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**Purpose:** CO#1 finalizes the quantities and changes of the project.

**Recommendation:** Approve CO#1 with Building Solutions, LLC for the additional work required on the Wyatt Earp Blvd. & Ave. D Drainage Improvement Project in the amount of \$18168.55.

**Background:** On November 4, 2024, the City approved the bid from Building Solutions, LLC to complete the drainage improvements. The work associated with CO#1 was necessary to complete the project. Additional pavement had to be removed because of existing water services that required to be abandoned. An active water service needed to be relocated. The project was extended to provide a better tie into the existing intersection which required additional pavement removal and replacement. Some additional waterline needed to be installed to provide more clearance around the new storm pipe and have a better tie-in point. There are funds available in the Special Streets and Water Fund for this Change Order.

**City Commission Options:**

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

**Financial Considerations:** CO#1 is \$18,168.55.

Amount \$: \$12,948.55

Amount \$: \$5,220.00

Fund: 12230300 – 442004

Fund: 51041000 - 442008

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** By approving this CO#1, the Contract with Building Solutions, LLC will be amended, and the City will be responsible to make payments to Building Solutions, LLC for the work completed with CO#1.

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

**Attachments:** Change Order #1

Approved for the Agenda by:

*Ray Slattery, PE*

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Ray Slattery, PE, Dir. of Engineering Services





# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering  
**Date:** April 21, 2025  
**Subject:** Approve Consent Agreement for use of the City's Force Main Easement, SS 2500  
**Agenda Item:** Consent Calendar

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**Purpose:** The purpose is to allow another utility to access the easement we acquired for the 16" Hilmar Force Main.

**Recommendation:** Sign the Consent Agreement to allow Boot Hill LLC to install a fiber line across the City's easement.

**Background:** The City acquired a 30' easement for the construction of the Hilmar 16" force main. As part of the Boot Hill Solar project, a fiber communication line needs to be installed in the 112 Rd. right-of-way, from US 56 to a point that is approximately 200' south of the previous intersection of Outlaw Rd. and 112 Rd. At that point the fiber communication line needs to run east across the City's easement into the Boot Hill Solar Project. Staff has reviewed the agreement and find it acceptable.

**City Commission Options:**

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

**Financial Considerations:** None  
Amount \$: N/A

Funds: N/A  
 Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** Signing the Consent Agreement will allow the fiber line to be installed.

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

**Attachments:** Consent Agreement

**Approved for the Agenda by:**

*Ray Slattery, PE*

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

## CONSENT AGREEMENT

THIS CONSENT AGREEMENT (this “**Agreement**”), entered into as of \_\_\_\_\_, 2025, by and between The City of Dodge City, Kansas (“**Grantor**”), having a mailing address of \_\_\_\_\_, and Boot Hill Solar, LLC, a Delaware limited liability company (“**Grantee**”), having a mailing address of PO Box 4802, Scottsdale, AZ 85261.

WHEREAS, Grantee is in possession of certain tracts of land in Ford County, Kansas legally described on Exhibit “A” attached hereto (the “**Property**”), pursuant to the document described on Exhibit “A” attached hereto (the “**Solar Lease**”);

WHEREAS, Grantor is the owner of, and/or successor-in-interest to, certain right-of-way interests and easements across certain portions of the Property and adjacent property (collectively, the “**Grantor Easements**”);

WHEREAS, Grantee has requested Grantor’s permission to encroach on a portion of the Grantor Easements for purposes of construction and maintenance of certain facilities on, along and over the Property, each as shown on plans submitted to Grantor by Grantee and approved by Grantor (the “**Plans**”), as shown on Exhibit “B” attached hereto (collectively, the “**Encroachments**”); and

WHEREAS, under the terms of this Agreement Grantor is willing to permit said Encroachments.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, Grantor and Grantee agree as follows:

1. Grantor hereby consents to and approves the Plans and grants to Grantee the right to encroach on the Grantor Easements to construct and maintain the Encroachments according to the Plans. Notwithstanding the foregoing, Grantee shall have the right to change the location on the Property where Grantee’s proposed facilities (the “**Solar Facilities**”) actually cross any of the Grantor Easements from the exact locations depicted on the Plans, so long as Grantee does not increase the number or change the type of Solar Facilities that are crossing such Grantor Easement as shown on the Plans, and so long as the manner of the crossing as shown on the Plans does not change.

2. Grantee agrees to indemnify, save and hold Grantor harmless from and against any loss, cost or expense incurred by Grantor, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, court costs and attorneys' fees, which arise out of the negligent acts or omissions of Grantee, its contractors or subcontractors during the construction, maintenance or other operations on any Grantor Easement. This indemnity shall not apply to any loss, cost or expense caused or contributed to by the negligence or willful misconduct of Grantor, its employees, agents, contractors and/or subcontractors.

3. The terms of this Agreement shall constitute covenants running with the Property and be binding upon and inure to the benefit of the parties hereto, or their successors and assigns.

*[Signature Pages Follow]*



GRANTEE:

BOOT HILL SOLAR LLC,  
a Delaware limited liability company

By: [Signature]  
Joseph E. Arb, Authorized Agent

STATE OF Kansas )  
 ) ss.  
COUNTY OF Osage )

BE IT REMEMBERED that on this 11<sup>th</sup> day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph E. Arb, to me personally known, who being by me duly sworn did say that he is an Authorized Agent of Boot Hill Solar LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said limited liability company by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

10-1-2027  
[SEAL]

[Signature]  
Notary Public in and for said County and State

Print Name: Jenna A. Hielscher

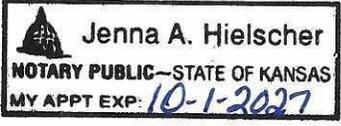


EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROPERTY AND  
SOLAR LEASE

1. **Solar Energy Lease dated February 16, 2023, by and between Boot Hill Solar LLC and David K. Roesener and Bonnie M. Smalley, as Co-Trustees of the E.G. Roesener Trust dated the 4<sup>th</sup> day of June 1986, as amended May 16, 1994, notice of which is imparted by that certain Memorandum of Solar Energy Lease recorded in the official public records of Ford County, Kansas in Book E: B:1 at Page 159, which affects the following real property in Ford County, Kansas:**

Township 27 South, Range 24 West, of the 6<sup>th</sup> P.M., Ford County, Kansas

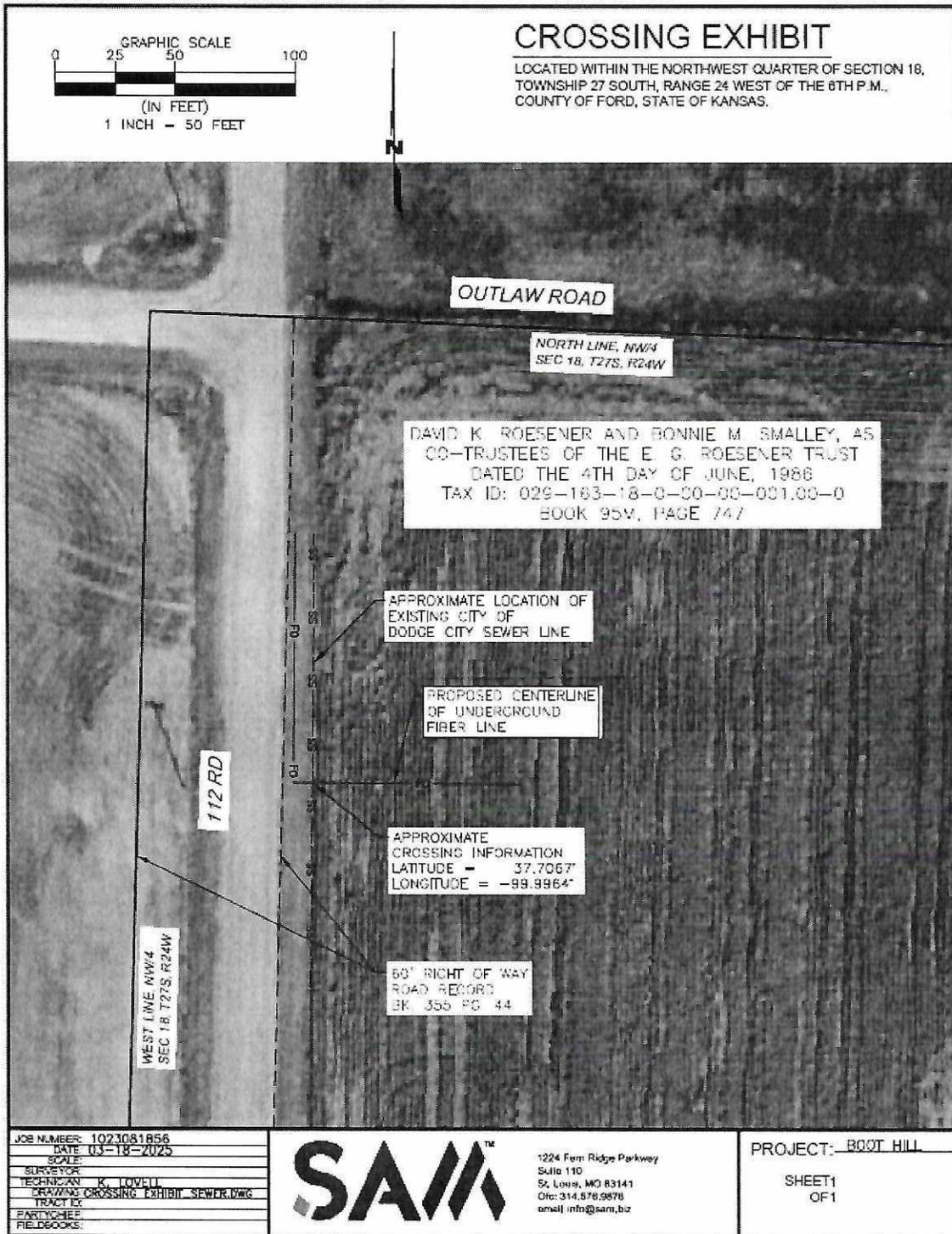
Section 18: The Northeast Quarter (NE $\frac{1}{4}$ )

Section 18: Lots One (1) and Two (2) and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ )

Section 18: Lots Three (3) and Four (4) and the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ )

Section 18: East Half of the Southeast Quarter (E/2SE/4)

EXHIBIT "B"  
PLANS



PATH:\\SAMINC\STL\PROJECTS\1023081856\100\SURVEY\03EXHIBITS\CROSSING EXHIBIT\_SEWER& FIBER\CROSSING EXHIBIT\_SEWER.DWG



# Memorandum

**To:** City Manager, City Commissioners  
**From:** Rocio Montiel, Housing Coordinator  
**Date:** 04/21/2025  
**Subject:** CDBG Bid Approval  
**Agenda Item:** Consent Calendar

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**Recommendation:** Staff recommends partial approval for the attached bid from Topline Construction LLC for the renovation for 1212 McArtor Rd, for the Community Development Block Grant through the Kansas Department of Commerce in the amount of \$24,357. We are removing the line item for the bathroom remodel, adjusting the exterior line item to one egress window, and adjusting the exterior line item to one door replacement for the purpose of not exceeding the maximum CDBG allocations of \$25,000 per house. Please see the attached construction contract with the approved line items.

**Background:** On August 16, 2021, the City of Dodge City approved Resolution number 2021-20, approving the application for assistance for a Community Development Block Grant. The Kansas Department of Commerce approved the City of Dodge City's project application for \$300,000.

On April 4, 2022, the City of Dodge City approved the Contractor Guidelines for the CDBG grant. The City of Dodge City has four approved contractors on the bidders list.

On April 11<sup>th</sup>, 2025, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1212 McArtor Rd. The City received a sole bid from Topline Construction LLC.

**Justification:** Housing continues to be a constant challenge in the Dodge City/Ford County area. The City of Dodge City recognizes the need to use strategic rehabilitation and housing conservation to strengthen home values in our aging neighborhoods.

**Financial Considerations:** None at this time.

**Purpose/Mission:** To provide adequate housing in order for the city to accommodate present and future growth.

**Attachments:** Bids & Construction Contract



**Service Address**

1212 Mcartor  
Dodge City, KS 67801

**Prepared For**

Dodge City Ford  
County Department  
Corporation  
P.O Box 818  
Dodge City, Ks 67801-  
0818  
(620) 255-9410

**Top Line Construction LLC**

2905 E Barbara Ln  
Dodge City , Ks 67801  
Phone: (620) 682-6411  
Email: toni.cuevas187@gmail.com

Estimate # 236  
Date 04/14/2025

Description	Rate	Quantity	Total
Bathroom 1. Address <del>water in the downstairs bathroom.</del>	\$1,500.00	1	<del>\$1,500.00</del>
Labor and materials are included.			
Exterior 1. Add <del>two egress windows downstairs to the bedroom , and living room.</del>	\$7,185.00	2	\$14,370.00
Labor and materials are included.			
Exterior 2. Replace two exterior doors.	\$1,200.00	2	\$2,400.00
Labor and materials are included			
Exterior 3. Replace eight windows upstairs and <del>two downstairs</del> with Pella Product windows.	\$1,644.00	8	\$13,152.00
Labor and materials are included.			
Electrical 1. Upgrade electrical service. Add a disconnect and ground. Take the mast through the roof. 2. Replace the central lighting fixture in the downstairs bedroom.	\$2,820.00	1	\$2,820.00

3. Correctly size and protect the Romex going to the A/C.

Labor and materials are included.

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<b>Subtotal</b>	\$34,242.00
<b>Total</b>	<b>\$34,242.00</b>

By signing this document, the customer agrees to the services and conditions outlined in this document.

Antoni Cuevas

Dodge City Ford County Department  
Corporation

Revive the Block CBDG  
Construction Contract

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Topline Construction LLC, hereinafter called the "Contractor", Silvia Ramirez-Aguayo – 1212 McArtor Rd., hereinafter called the "Owner", and the City of Dodge City, hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner and City agree as follows:

I. The Contractor shall comply with the following provisions:

A. Labor, Materials, and Work Write-Up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-Up" attached and made a part hereof for the total sum of \$ 24,357.

According to estimate #236 approved line items:

Exterior- Adjusting the estimate to one egress window in the downstairs for the amount of \$7,185.

And

Exterior- replace one exterior door for the amount of \$1,200.

And

Replace eight windows upstairs, and two downstairs with Pella Product windows for the amount of \$13,152.

And

Electrical- upgrade electrical service, add a disconnect and ground, take the master through the roof, replace the central lighting fixture in the downstairs bedroom, correctly size and correct the Romex going to the A/C for the amount of \$2,820.

B. Notice to Proceed:

Not to begin the work to be performed until receipt of Written Notice to Proceed, after which the Contractor shall begin the work within 10 calendar days of the date of said Notice, and shall complete said work within 60 calendar days thereafter.

C. Specifications - Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances and laws of the City of Dodge City, the State of Kansas, and the federal government, and permit reasonable inspection of all work by authorized inspectors.

D. Insurance:

1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

- b. Claims for damages because of bodily injury, sickness or disease, or death of any persons other than his employees;
- c. Claims for damages insured by usual personal injury liability coverage that are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- e. Bodily injury insurance shall be, at a minimum, in the amount of \$100,000.

2. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the City.

3. The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the city, at a minimum, in the amount of \$300,000.

4. The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**E. Lead Based Paint Prohibition:**

The Contractor shall not use or subcontract to a Contractor that uses lead based paint having more than 6/100 of 1 percent lead content by weight in the performance of this contract. Contractors shall comply with the provisions of 29 CFR Part 1926, governing the protection of workers dealing with lead painted surfaces. The Contractor shall contact the city's inspector before disturbing any surfaces painted with lead paint and shall ensure that proper procedures are in place to protect the Contractor's employees and the occupants of the house.

**F. Permits and Licenses:**

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

**G. Debris and Material Removal:**

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless specifically spelled-out otherwise in the "Work Write-Up".

H. Assignments and Subcontractors:

Shall not assign the Contract or subcontract any portion of this Contract without written consent of the Project Administrator. The request for the assignment must be addressed to the Revive the Block Project Administrator, 101 E Wyatt Earp Dodge City, KS 67801. The Contractor is responsible for all work carried out by any Subcontractor.

I. Subcontractors to City Officials:

Shall not subcontract any part of the work to be performed under this Contract to any member, officer or employee of the city or its designees or agents, no member of the governing body of said City, and no other public official of such locality who exercises any functions or responsibilities with respect to the CDBG program giving rise to this contract during his or her tenure or for one year thereafter.

J. Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

K. Correction of Work:

1. The Contractor shall promptly remove from the premises all work rejected by the Inspector for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the City may remove such work and store materials at the expense of the Contractor.

L. Suspension of Work - Termination and Delay:

1. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor, which

notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed.

The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

3. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he disregards the authority of the Project Administrator, or if he otherwise violates any provision of the contract documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the contractor's bond or the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the Project Administrator and incorporated in a Change Order.
4. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the Owner against the Contractor then existing of which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the contract documents.
5. After ten (10) days from delivery of a Written Notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
6. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to recommend payment to the Contractor substantially the sum approved by the Project Administrator or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and Project Administrator, terminate the Contract and recover from the City payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Project Administrator has failed to act on a request for payment or if the City has failed to make any payment aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the City stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued

for adjusting the contract price or extending the contract time of both to compensate for the costs and delays and attributable to stoppage of the work.

7. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or City to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or City.

M. Payments to Contractor:

1. At least ten (10) days before any payment is to be requested, the Contractor will submit to the Project Administrator a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor and/or Subcontractors used in the completion of the rehabilitation project. The City may authorize a draw at 50 percent completion of the work, with 10 percent retainage withheld in emergency situations. However, normally the City will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.

2. A request for 50 percent payment may also include an allowance for the cost of such major materials and equipment that are suitably stored either at or near the site, if lien releases are provided for the material and equipment stored.

3. Prior to substantial completion, the Owner, with the approval of the Project Administrator and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

4. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except for what may be caused by agents or employees of the Owner.

5. Upon completion and acceptance of the work the Project Administrator shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions, of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a certification that all materials, laborers and/or Subcontractors have been paid in full.

6. The Contractor hereby identifies and saves the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in furtherance of the performance of the work. The Contractor shall, at the Owner or City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor

shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the contract documents by the City to the Contractor, and the City shall not be liable to the Contractor for any such payments made in good faith.

7. If the City fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until, the payment is received by the Contractor.

**N. Acceptance of Final Payment as Release:**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City and Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents.

**O. Changes in the Work:**

1. The City or Project Administrator may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required authorized by Change Order, the City shall review and give final approval to all Change Orders.

2. The Project Administrator, also, may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Project Administrator.

**P. Changes in Contract Price:**

The Contract price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.

2. An agreed lump sum.

3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

**Q. Time for Completion and Liquidated Damages:**

1. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
2. The Contractor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
3. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the City, then the Contractor may be required to pay to the City the amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.
4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the City or Project Administrator.
  - a. To any, preference priority, or allocation order duly issued by the Owner;
  - b. To unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of an Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
  - c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.

R. Equal Employment Opportunity, Nondiscrimination and Minority Business Enterprise Utilization:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11426, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared to be ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provision will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and Subcontractors and will document his efforts to the City.

S. Training and Employment of Lower Income Residents of Project Area:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

II. The Owner Shall:

A. Not permit or make any changes or additions to the plans and specifications without written approval of the City.

B. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of work.

C. Cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, coverings and furnishings as necessary.

D. Abide by the terms of this Contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

III. General Provisions:

A. This Contract embodies all of the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

B. The Contractor agrees to perform the work required by this Contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work or the Project Administrator in carrying out HUD requirements and city codes and policies.

C. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Owner

\_\_\_\_\_  
By

\_\_\_\_\_  
Renter (if applicable)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Mayor or Authorized City Official,  
Housing Rehabilitation Program



# Memorandum

**To:** City Manager, City Commissioners  
**From:** Rocio Montiel, Housing Coordinator  
**Date:** 04/21/2025  
**Subject:** CDBG Bid Approval  
**Agenda Item:** Consent Calendar

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**Recommendation:** Staff recommends partial approval for the attached bid from Topline Construction LLC for the renovation for 1106 Longbranch Rd, for the Community Development Block Grant through the Kansas Department of Commerce in the amount of \$22,637. We are removing the final line item of bathroom renovations for the purpose of not exceeding the maximum CDBG allocation per house of \$25,000. Please see the attached construction contract with the approved line items.

**Background:** On August 16, 2021, the City of Dodge City approved Resolution number 2021-20, approving the application for assistance for a Community Development Block Grant. The Kansas Department of Commerce approved the City of Dodge City's project application for \$300,000.

On April 4, 2022, the City of Dodge City approved the Contractor Guidelines for the CDBG grant. The City of Dodge City has four approved contractors on the bidders list.

On April 11<sup>th</sup>, 2025, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1106 Longbranch Rd. The City received a sole bid from Topline Construction LLC.

**Justification:** Housing continues to be a constant challenge in the Dodge City/Ford County area. The City of Dodge City recognizes the need to use strategic rehabilitation and housing conservation to strengthen home values in our aging neighborhoods.

**Financial Considerations:** None at this time.

**Purpose/Mission:** To provide adequate housing in order for the city to accommodate present and future growth.

**Attachments:** Bids & Construction Contract



**Service Address**  
 1106 Longbranch  
 Dodge City, KS 67801

**Prepared For**  
 Dodge City Ford  
 County Department  
 Corporation  
 P.O Box 818  
 Dodge City, Ks 67801-  
 0818  
 (620) 255-9410

**Top Line Construction LLC**

2905 E Barbara Ln  
 Dodge City , Ks 67801  
 Phone: (620) 682-6411  
 Email: toni.cuevas187@gmail.com

Estimate #            235  
 Date                    04/14/2025

Description	Total
Electrical 1. Upgrade electrical service. Add disconnect and ground. Take the master through the roof.  Labor and materials are all included.	\$2,322.00
Sewer 1. Add a clean out outside.  Labor and materials are all included.	\$2,585.00
HVAC 1. Replace the furnace and AC. With a three-tone Duncane furnace.  Labor and materials are all included.	\$10,545.00
Exterior 1. Add an egress window in the downstairs bedroom.  Labor and materials are all included.	\$7,185.00

Bathroom

\$10,750.00

1. Replace the master bathtub with a shower.
2. Add a bathroom downstairs.

Labor and materials are all included.

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**Subtotal** \$33,387.00

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**Total** **\$33,387.00**

By signing this document, the customer agrees to the services and conditions outlined in this document.

Antoni Cuevas

Dodge City Ford County Department  
Corporation

Revive the Block CBDG  
Construction Contract

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Topline Construction LLC, hereinafter called the "Contractor", David and Janette Hensley - 1106 Longbranch Rd., hereinafter called the "Owner", and the City of Dodge City, hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner and City agree as follows:

I. The Contractor shall comply with the following provisions:

A. Labor, Materials, and Work Write-Up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-Up" attached and made a part hereof for the total sum of \$ 22,637.

According to estimate #235 approved line items:

Electrical- Upgrade electrical service, add disconnect and ground, take the master through the roof for the amount of \$2,322

and

Sewer-Add a clean out outside for the amount of \$2,585.

and

HVAC- Replace the furnace and AC. With a three-ton Duncane furnace for the amount of \$10,545.

and

Exterior-Add an egress window in the downstairs bedroom for the amount of \$7,185.

B. Notice to Proceed:

Not to begin the work to be performed until receipt of Written Notice to Proceed, after which the Contractor shall begin the work within 10 calendar days of the date of said Notice, and shall complete said work within 60 calendar days thereafter.

C. Specifications - Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances and laws of the City of Dodge City, the State of Kansas, and the federal government, and permit reasonable inspection of all work by authorized inspectors.

D. Insurance:

1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;
- b. Claims for damages because of bodily injury, sickness or disease, or death of any persons other than his employees;

- c. Claims for damages insured by usual personal injury liability coverage that are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- e. Bodily injury insurance shall be, at a minimum, in the amount of \$100,000.

2. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the City.

3. The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the city, at a minimum, in the amount of \$300,000.

4. The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

#### E. Lead Based Paint Prohibition:

The Contractor shall not use or subcontract to a Contractor that uses lead based paint having more than 6/100 of 1 percent lead content by weight in the performance of this contract. Contractors shall comply with the provisions of 29 CFR Part 1926, governing the protection of workers dealing with lead painted surfaces. The Contractor shall contact the city's inspector before disturbing any surfaces painted with lead paint and shall ensure that proper procedures are in place to protect the Contractor's employees and the occupants of the house.

#### F. Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

#### G. Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless specifically spelled-out otherwise in the "Work Write-Up".

H. Assignments and Subcontractors:

Shall not assign the Contract or subcontract any portion of this Contract without written consent of the Project Administrator. The request for the assignment must be addressed to the Revive the Block Project Administrator, 101 E Wyatt Earp Dodge City, KS 67801. The Contractor is responsible for all work carried out by any Subcontractor.

I. Subcontractors to City Officials:

Shall not subcontract any part of the work to be performed under this Contract to any member, officer or employee of the city or its designees or agents, no member of the governing body of said City, and no other public official of such locality who exercises any functions or responsibilities with respect to the CDBG program giving rise to this contract during his or her tenure or for one year thereafter.

J. Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

K. Correction of Work:

1. The Contractor shall promptly remove from the premises all work rejected by the Inspector for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the City may remove such work and store materials at the expense of the Contractor.

L. Suspension of Work - Termination and Delay:

1. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed.

The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

3. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he disregards the authority of the Project Administrator, or if he otherwise violates any provision of the contract documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the contractor's bond or the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the Project Administrator and incorporated in a Change Order.
4. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the Owner against the Contractor then existing of which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the contract documents.
5. After ten (10) days from delivery of a Written Notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
6. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to recommend payment to the Contractor substantially the sum approved by the Project Administrator or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and Project Administrator, terminate the Contract and recover from the City payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Project Administrator has failed to act on a request for payment or if the City has failed to make any payment aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the City stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time of both to compensate for the costs and delays and attributable to stoppage of the work.

7. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or City to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or City.

M. Payments to Contractor:

1. At least ten (10) days before any payment is to be requested, the Contractor will submit to the Project Administrator a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor and/or Subcontractors used in the completion of the rehabilitation project. The City may authorize a draw at 50 percent completion of the work, with 10 percent retainage withheld in emergency situations. However, normally the City will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.

2. A request for 50 percent payment may also include an allowance for the cost of such major materials and equipment that are suitably stored either at or near the site, if lien releases are provided for the material and equipment stored.

3. Prior to substantial completion, the Owner, with the approval of the Project Administrator and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

4. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except for what may be caused by agents or employees of the Owner.

5. Upon completion and acceptance of the work the Project Administrator shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions, of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a certification that all materials, laborers and/or Subcontractors have been paid in full.

6. The Contractor hereby identifies and saves the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in furtherance of the performance of the work. The Contractor shall, at the Owner or City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment

so made by the City shall be considered as a payment made under the contract documents by the City to the Contractor, and the City shall not be liable to the Contractor for any such payments made in good faith.

7. If the City fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until, the payment is received by the Contractor.

**N. Acceptance of Final Payment as Release:**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City and Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents.

**O. Changes in the Work:**

1. The City or Project Administrator may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required authorized by Change Order, the City shall review and give final approval to all Change Orders.

2. The Project Administrator, also, may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Project Administrator.

**P. Changes in Contract Price:**

The Contract price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.

2. An agreed lump sum.

3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

**Q. Time for Completion and Liquidated Damages:**

1. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

2. The Contractor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

3. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the City, then the Contractor may be required to pay to the City the amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.

4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the City or Project Administrator.

a. To any, preference priority, or allocation order duly issued by the Owner;

b. To unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of an Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

c. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.

R. Equal Employment Opportunity, Nondiscrimination and Minority Business Enterprise Utilization:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11426, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared to be ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provision will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and Subcontractors and will document his efforts to the City.

S. Training and Employment of Lower Income Residents of Project Area:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

II. The Owner Shall:

A. Not permit or make any changes or additions to the plans and specifications without written approval of the City.

B. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of work.

C. Cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, coverings and furnishings as necessary.

D. Abide by the terms of this Contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

III. General Provisions:

A. This Contract embodies all of the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

B. The Contractor agrees to perform the work required by this Contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work or the Project Administrator in carrying out HUD requirements and city codes and policies.

C. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Owner

\_\_\_\_\_  
By

\_\_\_\_\_  
Renter (if applicable)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Mayor or Authorized City Official,  
Housing Rehabilitation Program



# Memorandum

**To:** City Manager, City Commissioners  
**From:** Rocio Montiel, Housing Coordinator  
**Date:** 04/21/2025  
**Subject:** CDBG Bid Approval  
**Agenda Item:** Consent Calendar

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**Recommendation:** Staff recommends approving the attached bid from Topline Construction LLC for the renovation for 1205 W. Beeson Rd, for the Community Development Block Grant through the Kansas Department of Commerce in the amount of \$19,278.95.

**Background:** On August 16, 2021, the City of Dodge City approved Resolution number 2021-20, approving the application for assistance for a Community Development Block Grant. The Kansas Department of Commerce approved the City of Dodge City's project application for \$300,000.

On April 4, 2022, the City of Dodge City approved the Contractor Guidelines for the CDBG grant. The City of Dodge City has four approved contractors on the bidders list.

On April 11<sup>th</sup>, 2025, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1205 W. Beeson Rd. The City received a sole bid from Topline Construction LLC.

**Justification:** Housing continues to be a constant challenge in the Dodge City/Ford County area. The City of Dodge City recognizes the need to use strategic rehabilitation and housing conservation to strengthen home values in our aging neighborhoods.

**Financial Considerations:** None at this time.

**Purpose/Mission:** To provide adequate housing in order for the city to accommodate present and future growth.

**Attachments:** Bids



**Service Address**

1205 Beeson  
Dodge City, KS 67801

**Prepared For**

Dodge City Ford  
County Department  
Corporation  
P.O Box 818  
Dodge City, Ks 67801-  
0818  
(620) 255-9410

**Top Line Construction LLC**

2905 E Barbara Ln  
Dodge City , Ks 67801  
Phone: (620) 682-6411  
Email: toni.cuevas187@gmail.com

Estimate #            234  
Date                    04/14/2025

Description	Total
<p>Electrical</p> <p>1. Upgrade electrical service. Add disconnect and ground. Take master through the roof. 2. Correctly size and replace service to AC. 3. Replace electrical panels into one panel. 4. Add smoke detectors in the required areas. 5. Replace receptacles in the kitchen with GFCI. 6. Address the light fixture and receptacle in the living room.</p> <p>Labor and materials are all included.</p>	\$3,858.00
<p>Structure</p> <p>1. Replace top step on the staircase to the basement.</p> <p>Labor and materials are all included.</p>	\$285.00
<p>Exterior</p> <p>1. Add the egress window in the downstairs bedroom.</p> <p>Labor and materials are all included.</p>	\$7,185.08
<p>Plumbing</p> <p>1. Re-plumb drains from the washer, kitchen sink, bathroom sink, and tub.</p>	\$7,500.00

Windows

\$450.87

1. Replace the broken basement window.

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**Subtotal**

\$19,278.95

**Total**

**\$19,278.95**

By signing this document, the customer agrees to the services and conditions outlined in this document.

Antoni Cuevas

Dodge City Ford County Department  
Corporation



# Memorandum

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

**From:** Tanner Rutschman, PE, City Engineer

**Date:** April 21, 2025

**Subject:** Approve bid for the 2025 Asphalt Street Maintenance Project from APAC-Kansas, Inc. ST 250

**Agenda Item:** New Business

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**Purpose:** Provide a 2" mill and inlay/overlay on Wilroads Garden Rd. (Minneola Rd. – Rd. 112) and N. Ave. A (Central Ave. – north of Tanglewood Dr.).

**Recommendation:** Approve the bid from APAC-Kansas, Inc., Shears Division for the 2" mill and inlay/overlays in the amount of \$711,530.80.

**Background:** Street sales tax proceeds are budgeted each year to complete major maintenance projects on the City's major collectors and minor arterials. The streets included in this year's program were selected based on their 2023 PCI score and input from Public Works. This major maintenance work will provide a new surface course for improved rideability and extend the service life of the pavement. N. Ave. A will be restriped with a two-way left-turn lane north of Plains St. as part of this project.

**City Commission Options:**

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

**Financial Considerations:** Bid amount is \$711,530.80. The Engineer's Estimate for the project is \$819,517.00.

Amount \$: \$711,530.80

Fund: 12730300 - 442004

Budgeted Expense     Grant     Bonds     Other    Street Sales Tax

**Legal Considerations:** By approving this bid from APAC-Kansas, Inc. Shears Division the City will enter into a contract with APAC-Kansas, Inc. Shears Division and be responsible to make payments to APAC-Kansas, Inc. Shears Division for completed work.

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

**Attachments:** Bid Tab & project plan sheets

Approved for the Agenda by:

*Ray Slattery, PE*

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Ray Slattery, PE, Dir. of Engineering Services

CITY OF DODGE CITY, KANSAS  
 BID TABULATION

PROJECT: 2025 Asphalt Street Maintenance

PROJECT #: ST 2504

BID DATE: 04/01/25

CONTRACTOR: APAC-Kansas, Inc.	
ADDRESS: PO Box 668	
CITY:	<u>Dodge City</u>
STATE:	<u>Kansas</u>
ZIP:	<u>67801</u>
UNIT PRICE	CONTRACT AMOUNT
\$ 62,650.00	\$ 62,650.00
\$ 2.50	\$ 73,705.00
\$ 151.50	\$ 512,827.50
\$ 250.00	\$ 18,750.00
\$ 0.40	\$ 7,860.80
\$ 0.40	\$ 60.00
\$ 0.60	\$ 60.00
\$ 15.00	\$ 3,322.50
\$ 25.00	\$ 300.00
\$ 275.00	\$ 550.00
\$ 31,445.00	\$ 31,445.00

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>STREET CONSTRUCTION</b>					
1	Mobilization	L.S.	1	\$85,000.00	\$ 85,000.00
2	2" Asphalt Mill	S.Y.	29,482	\$2.75	\$ 81,075.50
3	2" HMA Surface Course	Ton	3,385	\$165.00	\$ 558,525.00
4	Asphalt Patching	S.Y.	75	\$300.00	\$ 22,500.00
5	4" Yellow Line (Epoxy)	L.F.	19,652	\$2.00	\$ 39,304.00
6	4" White Line (Epoxy)	L.F.	150	\$2.50	\$ 375.00
7	6" White Lane Line (Epoxy)	L.F.	100	\$3.00	\$ 300.00
8	18" Yellow Diagonal Line (Epoxy)	L.F.	222	\$25.00	\$ 5,537.50
9	24" White Stop Bar (Epoxy)	L.F.	12	\$75.00	\$ 900.00
10	Left Turn Arrow (Epoxy)	Each	2	\$500.00	\$ 1,000.00
11	Traffic Control	L.S.	1	\$25,000.00	\$ 25,000.00

TOTAL **\$ 819,517.00**

TOTAL **\$ 711,530.80**

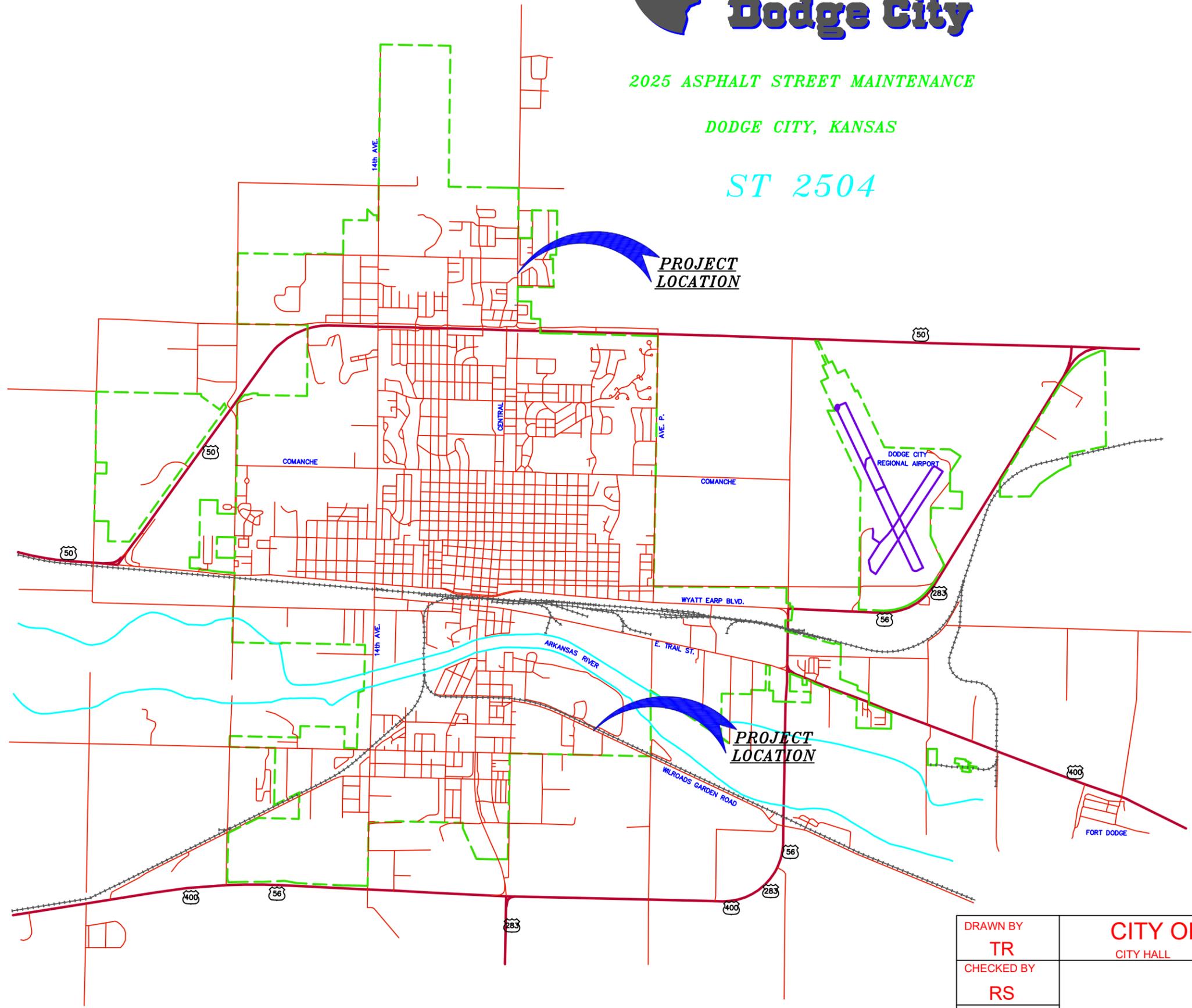
BID SECURITY 5%  
 START DATE 8/4/2025



2025 ASPHALT STREET MAINTENANCE

DODGE CITY, KANSAS

ST 2504



**GENERAL NOTES:**

IMPROVEMENTS SHALL CONFORM WITH THE GENERAL SPECIFICATIONS FOR THE CITY OF DODGE CITY, KANSAS 1988 EDITION

CONSTRUCTION SIGNING TO BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL VERIFY LOCATIONS WITH UTILITY FRANCHISES

CITY OF DODGE CITY  
806 SECOND AVE.  
DODGE CITY, KS 67801  
WATER DEPT. 620-225-8176  
24HR EMERGENCY# 620-255-9669  
SEWER DEPT. 620-225-8176  
24HR EMERGENCY# 620-255-9669  
STREET DEPT. 620-225-8170  
24HR EMERGENCY# 620-338-5215  
ENGINEERING DEPT. 620-225-8106

BLACK HILLS ENERGY  
3232 N 14TH AVE.  
DODGE CITY, KS 67801.  
GAS 620-227-4368  
24HR EMERGENCY# 1-800-303-3057

VICTORY ELECTRIC  
2320 N 14TH AVE.  
DODGE CITY, KS 67801.  
ELECTRIC 620-227-2139  
24HR EMERGENCY# 620-338-3755  
OR 620-338-3007

A, T & T Engineering  
208 GUNSMOKE,  
DODGE CITY, KS. 67801  
620-227-4986

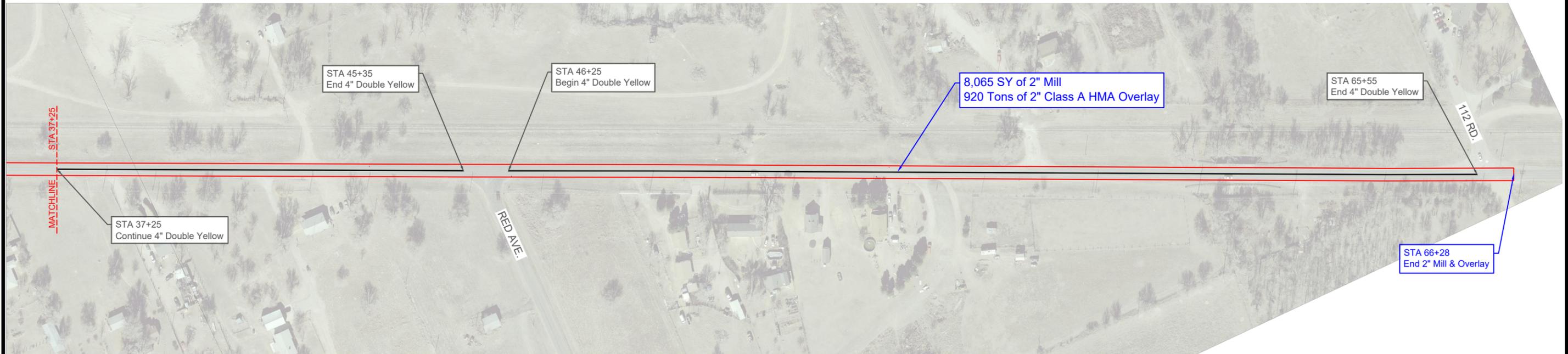
COX COMMUNICATIONS  
901 S. GEORGE WASHINGTON BLVD.  
WICHITA, KS 67211.  
316-260-7491

UNITED TELEPHONE ASSN., INC.  
1107 W. MCARTOR RD  
DODGE CITY, KS. 67801  
620-227-8645

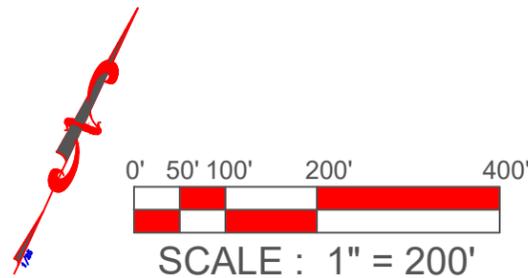
KANSAS ONE-CALL 811

INDEX	
SHEET	TITLE
1	MAP & INDEX
2	WILROADS GARDEN RD. (MINNEOLA RD. - 112 RD.)
3	N. AVE. A (CENTRAL AVE. - NORTH OF TANGLEWOOD DR.)

DRAWN BY <b>TR</b>	<b>CITY OF DODGE CITY, KANSAS</b> CITY HALL    ENGINEERING DEPARTMENT    (620) 225-8106	PROJECT NO <b>ST 2504</b>
CHECKED BY <b>RS</b>		SHEET OF <b>1 3</b>
DATE <b>3/25</b>	<b>MAP &amp; INDEX</b> 2" Mill & Inlay/Overlay <b>ASPHALT STREET MAINTENANCE</b>	REVISIONS



NOTES:  
 CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN PRIOR TO STARTING WORK. TRAFFIC SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. QUANTITIES ARE BASED ON MILLING WILROADS GARDEN ROAD A TOTAL WIDTH OF 25'.



DRAWN BY <b>TR</b>	<b>CITY OF DODGE CITY, KANSAS</b> <small>CITY HALL    ENGINEERING DEPARTMENT    (620) 225-8106</small>	PROJECT NO <b>ST 2504</b>
CHECKED BY <b>RS</b>		SHEET OF <b>2 3</b>
DATE <b>3/25</b>		REVISIONS
<b>WILROADS GARDEN ROAD - MILL &amp; OVERLAY</b> 2025 Asphalt Street Maintenance Wilroads Garden Rd. (Minneola Rd. - 112 Rd.)		





# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** April 21, 2025  
**Subject:** Approve quote to pave pathway at Maple Grove Cemetery, PK 2501  
**Agenda Item:** New Business

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**Purpose:** Provide an asphalt mat over existing pathways at Maple Grove Cemetery to provide better access for those who utilize the cemetery.

**Recommendation:** Approve the quote from APAC-Kansas, Inc., Shears Division to place 4" asphalt paving at Maple Grove Cemetery in the amount of \$72,598.50.

**Background:** The new paved pathway will encompass Divisions 17, 18, and 20. These are three of the newest divisions of the cemetery where most of the burials take place. The paved pathway will reduce the maintenance efforts of the cemetery staff. The gravel portion of the pathway erodes onto Mausoleum Dr. Staff must clean the erosion and fill in the gullies. The paved pathways will also provide a more attractive look to this section of the cemetery. This will also continue the goal of paving the pathways of the cemetery that started in the early 2000's.

**City Commission Options:**

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

**Financial Considerations:** Quote amount is \$72,598.50. There was \$100,000 budgeted for the project.

Amount \$: \$72,598.50

Fund: Parks

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** By approving this bid from APAC-Kansas, Inc. Shears Division the City will enter into a contract with APAC-Kansas, Inc. Shears Division and be responsible to make payments to APAC-Kansas, Inc. Shears Division for completed work.

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

**Attachments:** Quote Sheet from APAC-Kansas, Inc. Shears Division

Approved for the Agenda by:

*Ray Slattery, PE*

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Ray Slattery, PE, Dir. of Engineering Services



A CRH COMPANY

APAC-KANSAS, INC., SHEARS DIVISION

A CRH COMPANY  
11188 US 56 BYPASS | DODGE CITY, KS 67801  
P (620) 227 6819 | F (620) 227 6819

# PROPOSAL

TO City of Dodge City  
PROJECT Maple Grove Cemetery  
Dodge City, Ks  
LOCATION Dodge city, Ks

DATE 04-11-2025

ADDENDUM(S) 0

APAC-Kansas, Inc., Shears Division – Dodge City Branch (“APAC”) offers to furnish all labor, materials and equipment required for the performance of the following:

Item	Description	Quantity	Unit	Unit Price	Extension
1	MOBILIZATION	1.00	LSU	\$8,700.00	\$8,700.00
29	HMA-COMMERCIAL GRADE (CLASS A)	410	TON	\$155.85	\$63,898.50
				<b>Bid Total</b>	<b>\$72,598.50</b>

### Tax certification will be required

Notes:

1. Unless “LSU” is indicated next to an item, all prices are per unit, and payment will be based on the actual number of units completed at the listed price. The quoted prices are only binding for the duration of the project as originally scheduled. After that period, prices may be adjusted based on APAC’s costs.
2. Subgrade to be properly trimmed and compacted by others. APAC reserves the right of subgrade acceptance.
3. Asphalt mix is KDOT approved Commercial Grade Asphalt.
4. Does not include testing, staking, and engineering.
5. Does not include traffic control.
6. ~~Does not include bonds of any kind~~
7. Does not include any items other than those specifically called out.
8. Includes one (1) mobilizations. Add \$5,000.00 for additional mobilization.

If you have any questions or need any additional information, please call Brad White at (620) 253-5368.

Sincerely,

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Brad White  
Project Manager/Estimator  
brad.white@apac.com



## TERMS AND CONDITIONS - Proposal and Contract

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Finney County, Kansas, and you waive any right to jurisdiction and venue in any other place.



# Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: April 21, 2025

Subject: Approve Purchase and Payment for Temporary Construction and Drainage Easements, and Right-of-Way for Trail St. Reconstruction, ST 2010

Agenda Item: Consent Calendar

**Purpose:** The purpose of this is to approve the payment of the temporary construction and drainage easements and Right-of-Way required for the reconstruction of Trail St. from Love's Dr. to Kansas Feed's Dr.

**Recommendation:** Approve the purchase price for the temporary construction and drainage easements and Right-of-Way for the reconstruction of Trail St. from Love's Dr. to Kansas Feed's Dr.

**Background:** The City needs to acquire Right-Of-Way, several permanent easements and temporary easements for the reconstruction of Trail St. from Love's Dr. to Kansas Feed's Dr. The City's agent for the acquisition has been working on acquiring the easements. Offers are being negotiated for the easements. 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 easement offers follow:

Tract #8 – Kindsvater Inc.	Right-of-Way	\$ 8,988.00
	TCE	\$ 4,850.00
	Drainage Easement	\$ 1,262.00
	<b>TOTAL</b>	<b>\$15,100.00</b>
Tract #12 – Victor & Maria Barjas	TCE	\$ 500.00
	<b>TOTAL</b>	<b>\$ 500.00</b>

Amount \$: 15,600.00

Funds: 44130300 - 442001

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** Proceed with payment for easements.

**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 TCE and Drainage Easements and Right-of-Way.

**Approved for the Agenda by:**

Handwritten signature of Ray Slattery, PE in blue ink.

---

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

PROJECT: TRAIL STREET  
MCCAUSTLAND ROAD 1 TO US 56

TRACT NO: 8

COUNTY: FORD

PARCEL ID: 099-31-0-10-03-001.00-0

THE CITY OF DODGE CITY, KANSAS

**CONTRACT FOR CONVEYANCE OF REAL ESTATE BY**

**WARRANTY DEED, DRAINAGE EASEMENT, and TEMPORARY EASEMENT**

THIS AGREEMENT Made and entered into this 3 day of March, 2025

Between Kindsvater Inc.  
PO Box 1027  
Dodge City, KS 67801

landowner(s), and the City of Dodge City of the State of Kansas.

**WITNESSETH,** For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Dodge City by Warranty Deed, Drainage Easement, and Temporary Easement to the following described real estate in the County of Ford, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Dodge City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Dodge City and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages, to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Dodge City agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 8,988 sq. ft for Right of Way                      \$ 8,988

Approximately 24,251 sq. ft. for Temporary Easement        \$ 4,850

Approximately 2,526 sq. ft. for Drainage Easement            \$ 1,263

Miscellaneous: \_\_\_\_\_ \$ \_\_\_\_\_

Total    \$ 15,100 (rounded)

The Landowner(s) shall grant the right of ingress or egress onto landowner(s) property to allow the City of Dodge City to attach all intersecting private property fences on the landowner(s) property to the control of access fences.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

APPROVED BY:

LANDOWNERS:

THE CITY OF DODGE CITY

BY: \_\_\_\_\_

Kinds vater Inc  
B. [Signature] Pres.

MEMORANDA

Exact and full name of owner, as name appears of record:

Kindsvater Inc.

If mortgage or other liens, show names of holders:

See Title Report

REMARKS:

TAX ID # See attached



**WESTERN STATE BANK**

www.wsbks.com

**TODD ENGLISH**  
Banking Center President

2121 N. 14th  
PO Box 1317  
Dodge City, KS 67801  
tenglish@wsbks.com

620-227-9824 • 620-227-2691 Fax • 620-253-4288 Cell

Recommended By:

A handwritten signature in blue ink, appearing to read 'Danielle Allen'.

Danielle Allen, Land Acquisitions

Prepared by:  
Olsson

DODGE CITY KS EAST TRAIL STREET RECONSTRUCT - R.O.W. #8  
 OLSSON NO. 020-0007  
 FEBRUARY 8, 2024

PERMANENT RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND IN TRACTS NO. 1 AND NO. 2, MCCAUSTLAND PLACE SUBDIVISION NO. 1, A SUBDIVISION OF LAND RECORDED IN BOOK B OF PLATS AT PAGE 44 1/2 IN THE FORD COUNTY REGISTER OF DEEDS OFFICE, AND ALSO AN UNPLATTED TRACT OF LAND, EACH LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 24 WEST OF THE 6TH PRINCIPAL MERIDIAN IN DODGE CITY, FORD COUNTY, KANSAS BEING BOUNDED AND DESCRIBED BY GREGORY CHAD WELLER L.S. 1417, OF OLSSON, INC., KSLs-114, ON FEBRUARY 8, 2024, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT NO. 2, ALSO BEING THE NORTHEAST CORNER OF TRACT NO. 3, OF SAID MCCAUSTLAND PLACE SUBDIVISION NO. 1, ALSO BEING A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF EAST TRAIL STREET AS NOW ESTABLISHED; THENCE SOUTH 77°50'37" EAST, ON SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE, ALSO BEING THE NORTH LINE OF SAID TRACTS NO. 2 AND NO. 1, A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT NO. 1; THENCE, CONTINUING ON SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 77°50'37" EAST, 558.70 FEET; THENCE, LEAVING SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°56'59" WEST, 10.20 FEET; THENCE NORTH 77°50'36" WEST, 558.72 FEET TO A POINT ON THE EAST LINE OF SAID TRACT NO. 1; THENCE NORTH 01°03'42" EAST, ON SAID EAST LINE, 1.53 FEET; THENCE, LEAVING SAID EAST LINE, NORTH 77°50'37" WEST, 400.12 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NO. 2, ALSO BEING THE EAST LINE OF SAID TRACT NO. 3; THENCE NORTH 01°49'46" EAST, ON SAID WEST LINE AND SAID EAST LINE, 8.64 FEET TO THE POINT OF BEGINNING. CONTAINING 8,988 SQUARE FEET OR 0.21 ACRES, MORE OR LESS.



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 DATE: Feb 12, 2024 11:14AM

PROJECT NO: 020-0007	PERMANENT ROW #8 - DESCRIPTION		302 S. Fourth Street Suite 110 Manhattan, KS 66502 TEL 785.539.6900 www.olsson.com	EXHIBIT
DRAWN BY: GMJ	DODGE CITY KS EAST TRAIL STREET RECONSTRUCT		1 of 4	
DATE: 2024-02-08	SEC. 31- T26S - R24W - DODGE CITY, FORD COUNTY, KANSAS			

DODGE CITY KS EAST TRAIL STREET RECONSTRUCT - TEMPORARY CONSTRUCTION EASEMENT #8  
 OLSSON NO. 020-0007  
 FEBRUARY 8, 2024

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND IN TRACTS NO. 1 AND NO. 2, MCCAUSTLAND PLACE SUBDIVISION NO. 1, A SUBDIVISION OF LAND RECORDED IN BOOK B OF PLATS AT PAGE 44 1/2 IN THE FORD COUNTY REGISTER OF DEEDS OFFICE, AND ALSO AN UNPLATTED TRACT OF LAND, EACH LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 24 WEST OF THE 6TH PRINCIPAL MERIDIAN IN DODGE CITY, FORD COUNTY, KANSAS BEING BOUNDED AND DESCRIBED BY GREGORY CHAD WELLER L.S. 1417, OF OLSSON, INC., KSLs-114, ON FEBRUARY 8, 2024, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT NO. 2, ALSO BEING THE NORTHEAST CORNER OF TRACT NO. 3, OF SAID MCCAUSTLAND PLACE SUBDIVISION NO. 1; THENCE SOUTH 01°49'46" WEST, 8.64 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 77°50'37" EAST, ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF EAST TRAIL STREET, 400.12 FEET, TO THE EAST LINE OF SAID TRACT NO. 1; THENCE SOUTH 01°03'42" WEST, ON SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE AND ON SAID EAST LINE, 1.53 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 77°50'36" EAST, ON SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE, 558.72 FEET; THENCE, LEAVING SAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°56'59" WEST, 40.78 FEET; THENCE NORTH 77°50'37" WEST, 133.74 FEET; THENCE NORTH 36°13'02" WEST, 24.09 FEET; THENCE NORTH 79°42'20" WEST, 195.17 FEET; THENCE NORTH 70°19'54" WEST, 125.00 FEET; THENCE SOUTH 52°15'28" WEST, 24.84 FEET; THENCE NORTH 77°50'37" WEST, 61.00 FEET; THENCE NORTH 32°03'48" WEST, 22.33 FEET TO A POINT ON SAID EAST LINE OF SAID TRACT NO. 1; THENCE NORTH 77°59'20" WEST, 394.43 FEET; THENCE SOUTH 12°09'23" WEST, 4.00 FEET; THENCE NORTH 77°50'33" WEST, 5.03 FEET TO THE WEST LINE OF SAID TRACT NO. 2, ALSO BEING THE EAST LINE OF SAID TRACT NO. 3; THENCE NORTH 01°49'46" EAST, ON THE WEST LINE AND SAID EAST LINE, 23.89 FEET TO THE POINT OF BEGINNING. CONTAINING 24,251 SQUARE FEET OR 0.56 ACRES, MORE OR LESS.

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 DATE: Feb 12, 2024 11:14AM



PROJECT NO: 020-0007	TEMPORARY CONSTRUCTION EASEMENT #8 - DESCRIPTION		302 S. Fourth Street Suite 110 Manhattan, KS 66502 TEL 785.539.6900 www.olsson.com	EXHIBIT
DRAWN BY: GMJ	DODGE CITY KS EAST TRAIL STREET RECONSTRUCT			2 of 4
DATE: 2024-02-08	SEC. 31- T26S - R24W - DODGE CITY, FORD COUNTY, KANSAS			

DODGE CITY KS EAST TRAIL STREET RECONSTRUCT - PERMANENT DRAINAGE EASEMENT #4  
 OLSSON NO. 020-0007  
 JUNE 6, 2024  
 PERMANENT DRAINAGE EASEMENT DESCRIPTION

AN UNPLATTED TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 24 WEST OF THE 6TH PRINCIPAL MERIDIAN IN DODGE CITY, FORD COUNTY, KANSAS BEING BOUNDED AND DESCRIBED BY GREGORY CHAD WELER L.S. 1417, OF OLSSON, INC. KSLs-114, ON JUNE 6, 2024, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER THENCE SOUTH 00°57'00" WEST ON THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1,701.12 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 89°03'00" WEST A DISTANCE OF 791.65 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 90 PAGES 370-376; THENCE SOUTH 00°56'59" WEST ALONG SAID EAST LINE A DISTANCE OF 35.26 FEET TO A POINT; THENCE LEAVING SAID EAST LINE NORTH 65°06'01" WEST A DISTANCE OF 156.79 FEET TO A POINT; THENCE SOUTH 77°50'37" EAST A DISTANCE OF 144.56 FEET TO THE POINT OF BEGINNING. CONTAINING 2,526 SQUARE FEET OR 0.0580 ACRES MORE OR LESS



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 DATE: Jun 06, 2024 4:26pm USER: cweller

PROJECT NO: 020-00070	PERMANENT DRAINAGE EASEMENT DESCRIPTION	 <p>302 South 4th Street                  Suite 110                  Manhattan, KS 66502                  olsson.com                  TEL 785.539.6900                  Olsson - Survey                  Kansas COA #LS-114</p>	EXHIBIT "A" (Page 1 of 2)
DRAWN BY: MJB			
DATE: 2024.06.06			

PROJECT: TRAIL STREET  
MCCAUSTLAND ROAD 1 TO US 56

TRACT NO: 12

COUNTY: FORD

PARCEL ID: 099-31-0-20-03-002.00-0

THE CITY OF DODGE CITY, KANSAS

**CONTRACT FOR CONVEYANCE OF REAL ESTATE BY TEMPORARY EASEMENT**

THIS AGREEMENT Made and entered into this 25 day of February, 2025

Between Victor and Maria Barajas  
1915 E. Trail St.  
Dodge City, KS 67801

landowner(s), and the City of Dodge City of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Dodge City by Temporary Easement to the following described real estate in the County of Ford, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Dodge City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Dodge City and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages, to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Dodge City agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.



MEMORANDA

Exact and full name of owner, as name appears of record:

Victor and Maria Barajas, husband and wife

If mortgage or other liens, show names of holders:

n/a

REMARKS:

TAX ID # See attached

Recommended By:



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Danielle Allen, Land Acquisitions

Prepared by:  
Olsson

EXHIBIT "A"

TRACT #12

DODGE CITY KS EAST TRAIL STREET RECONSTRUCT - TEMPORARY CONSTRUCTION EASEMENT #12  
 OLSSON NO. 020-0007  
 FEBRUARY 7, 2024

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND IN TRACT NO. 8, MCCAUSTLAND PLACE SUBDIVISION NO. 1, A SUBDIVISION OF LAND RECORDED IN BOOK 8 OF PLATS AT PAGE 44 1/2 IN THE FORD COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 24 WEST OF THE 6TH PRINCIPAL MERIDIAN IN DODGE CITY, FORD COUNTY, KANSAS BEING BOUNDED AND DESCRIBED BY GREGORY CHAD WELLS L.S. 1417, OF OLSSON, INC., KSL5-114, ON FEBRUARY 7, 2024, FOR THE PURPOSE OF A TEMPORARY CONSTRUCTION EASEMENT, AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT NO. 8, ALSO BEING THE NORTHEAST CORNER OF TRACT NO. 9, OF SAID MCCAUSTLAND PLACE SUBDIVISION NO. 1, ALSO BEING A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF EAST TRAIL STREET AS NOW ESTABLISHED; THENCE SOUTH 77°50'37" EAST, ON SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE, ALSO BEING THE NORTH LINE OF SAID TRACT NO. 8, A DISTANCE OF 100.03 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING ON SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE AND SAID NORTH LINE, SOUTH 77°50'37" EAST, 99.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT NO. 8, SAID CORNER BEING THE INTERSECTION OF SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE AND THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF MCCAUSTLAND ROAD 2 AS NOW ESTABLISHED; THENCE SOUTH 01°03'42" WEST, ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE AND ON THE EAST LINE OF SAID TRACT NO. 8, A DISTANCE OF 5.60 FEET; THENCE, LEAVING SAID EXISTING WESTERLY LINE AND SAID EAST LINE, NORTH 77°50'37" WEST, 64.22 FEET; THENCE SOUTH 12°09'23" WEST, 5.00 FEET; THENCE NORTH 77°50'37" WEST, 34.77 FEET; THENCE NORTH 01°03'42" EAST, 10.70 FEET TO THE POINT OF BEGINNING, CONTAINING 726 SQUARE FEET OR 0.02 ACRES, MORE OR LESS

USER: gchadmar2  
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 DATE: Feb 7, 2024 11:09AM



PROJECT NO 020-0007 DRAWN BY: GAW DATE: 2024-02-07	TEMPORARY CONSTRUCTION EASEMENT #12 - DESCRIPTION DODGE CITY KS EAST TRAIL STREET RECONSTRUCT SEC 31- T26S - R24W - DODGE CITY, FORD COUNTY, KANSAS	 302 S. Fourth Street Suite 110 Manhattan, KS 66502 TEL: 781.539.5900 www.olsson.com	EXHIBIT 1 of 2
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# Memorandum

**To:** Dodge City Commission  
**From:** Kevin Israel, Director of Construction and Facilities  
**Date:** 4-21-2025  
**Subject:** First National Bank Building Interior Demolition Proposal

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**Recommendation:** Staff recommends approval of the Proposal submitted by Topline Construction for the interior demolition of the First National Bank building for a total of \$265,000.

**Background:** The City obtained the First National Bank building with the intent to repair the areas that caused damage to the interior of the building. The roof repairs have been completed. The trash, furniture, and contaminated carpet have been removed.

**Financial Considerations:** This project will be funded by 423-425001.

**Purpose/Mission:** This project is necessary to make the building safe and compliant. This will allow the building to be safely occupied which will allow the City to entertain proposals for development. This project aligns with the City's core value of ongoing improvement in our community.

**Legal Considerations:** none

**Attachments:** The proposal from TopLine Construction with tabulation of all proposals.

## First National Bank Interior Demolition Tabulation

1. TopLine Construction \$265,000
2. G&G Dozer \$350,000
3. Service Master \$535,000
4. Building Solutions \$706,761.71

# GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 03 day of 20, 2025.

## CLIENT

City of Dodge City  
100 Chaffin Rd, Dodge City, KS 67801,  
USA  
(the "Client")

## CONTRACTOR

Antoni Cuevas  
Dodge City, KS 67801, USA  
(the "Contractor")

## BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Interior demolition in the basement and the five stories above.  
Interior demolition in the basement will include removing all requested interior walls, flooring materials, drop ceiling materials, plumbing lines, electric lines, and HVAC materials. All trash will be removed and put in a trash container that will be tarped and covered to avoid dust or debris exposure.  
Interior demolition in the five stories above will include removal of all interior walls, framing, sheet-rock, removal of flooring materials, drop ceiling materials, plumbing lines, electric lines, and HVAC materials.  
A window per floor will be removed and replaced to throw the trash or debris out of the chute system.  
We will provide a chute system and scaffolding to ensure the trash or debris will fall into the

dumpster.

The dumpsters will be tarped and covered to avoid dust or debris exposure.

Removal of all requested air conditioning units..

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

## **PERFORMANCE**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

6. The Contractor will charge the Client a flat fee of \$265,000.00 for the Services (the "Compensation").
7. A deposit of \$92,750.00 (the "Deposit") is payable by the Client upon execution of this Agreement.
8. For the remaining amount, the Contractor will invoice the Client every month.
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. The above Compensation includes all applicable sales tax and duties as required by law.

## **REIMBURSEMENT OF EXPENSES**

11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
12. All expenses must be pre-approved by the Client.

## **CONFIDENTIALITY**

13. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private

or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **RETURN OF PROPERTY**

18. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **CAPACITY//INDEPENDENT CONTRACTOR**

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

#### **RIGHT OF SUBSTITUTION**

20. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's

absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

21. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

## **AUTONOMY**

22. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

23. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

24. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

25. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- City of Dodge City  
100 Chaffin Rd, Dodge City, KS 67801, USA
- Antoni Cuevas  
Dodge City, KS 67801, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day

after being deposited with an overnight courier.

## **INDEMNIFICATION**

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

28. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

29. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

30. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

31. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean

and include the feminine and vice versa.

**GOVERNING LAW**

34. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

**SEVERABILITY**

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Dodge City

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

\_\_\_\_\_

Antoni Cuevas

## DEMOLITION SERVICES AGREEMENT

This Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Dodge City, Kansas (the "City"), and \_\_\_\_\_ (the "Vendor") (collectively the "Parties").

### Recitals

- A. **WHEREAS**, the City requires demolition of a structure with complete removal of the structure located at \_\_\_\_\_ (the "Premises");
- B. **WHEREAS**, the Vendor is in the demolition business, properly licensed, and has the capability to demolish, raze, remove and clean up the demolished area in accordance with generally accepted demolition practices and procedures;
- C. **WHEREAS**, the Vendor's bid for demolition services for the Premises has been accepted by the City; and
- D. **WHEREAS**, the Parties desire to enter into this Agreement upon the terms and conditions that follow.

### Agreement

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

#### 1. Services to Be Provided by Vendor.

a. For the amount and the conditions set forth in the Vendor's bid, attached to this Agreement as Exhibit B., the Vendor shall provide all necessary labor, materials and equipment to demolish the Premises, clean up the affected area where the structure was located prior to the demolition and the area surrounding where the structure was located prior to the demolition and remove all debris from the demolition area in accordance with generally accepted demolition practices and procedures. **The Premises is identified by description and photograph in the Exhibit A attached hereto.**

b. The Vendor will be responsible for obtaining all necessary demolition permits or approvals from appropriate sources and the City will be responsible for the payment of actual costs of necessary permits or approvals. The Vendor shall provide the City with copies of all such permits and approvals.

c. While performing demolition and removal work in accordance with this Agreement, the Vendor shall not engage in any action that constitutes a violation of any law, order, ordinance, rule, regulation or code of any government authority that may cause injury to persons, nor shall the Vendor in any manner deface or injure property that is not subject to demolition, permit any unreasonably objectionable noise or odor to be emitted, permit anything to be done on the Premises tending to create a health, environmental or safety hazard or nuisance or cause any penalty to the City.

d. No hazardous materials, as that term is defined by federal, state or local environmental laws, rules or regulations, shall be handled upon, about, above or beneath any portion of the Premises by or on behalf of the Vendor without the prior written consent of the City. Notwithstanding the obligation of the Vendor to indemnify the City pursuant to this Agreement, the Vendor shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision, or necessary for the City to make full use of any portion of the Premises, which requirements or necessity arise from the handling of hazardous materials by the Vendor, or another on its behalf, upon, about, above or beneath any portion of the Premises.

e. The Vendor shall protect and preserve existing utilities and shall provide for disconnects of same as necessary. The Vendor shall preserve all site utilities, water distribution systems and wastewater collection systems at their respective service connections.

f. The Vendor shall remove all waste materials, rubbish and equipment upon completion of the demolition, and shall dispose of all waste materials and rubbish in a licensed landfill.

g. The Vendor shall operate, maintain and leave the demolition site in a generally orderly condition.

h. The Vendor shall erect and maintain all reasonable or necessary safeguards for protection of persons and property, including safety barriers to and warnings of dangers and hazards, which safeguards and notices shall remain in place until completion of the work in accordance with this Agreement.

**2. Relationship of the Parties.**

a. The City retains Vendor on an independent contractor basis and Vendor is not an agent or employee of the City for any purpose and neither Vendor nor its employees are entitled to any of the benefits that the City provides for its employees. Any person performing work under this Agreement on behalf of the Vendor shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries and other amounts due such personnel in connection with their performance as an employee of Vendor as required by law. The Vendor shall be responsible for all reports and obligations respecting such persons, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation. The Vendor's performance of services and hours worked shall be entirely within the Vendor's control, and the City will rely upon the Vendor to devote the time reasonably necessary to perform in accordance with this Agreement.

b. The City is not responsible for covering Vendor or Vendor's employees and agents under any workers' compensation insurance or unemployment compensation insurance plans. Vendor represents and warrants that it (a) is covered by a workers' compensation insurance policy procured and paid for by Vendor. Vendor shall notify the City immediately if the status of said coverage changes in any manner.

c. The Vendor, its employees or agents shall have no authority or right to obligate the City in any way. The Vendor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the City.

d. The Parties agree that this is not an exclusive contract and that the Parties are free to enter into agreements and contracts for similar or other services with other parties during the term of this Agreement.

**3.** Indemnification. The Vendor shall defend, indemnify and hold the City, its officials, commissioners, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, arising out of the negligent or wrongful acts or omissions of the Vendor, its officials, officers, employees, agents, consultants and contractors in performing services under this Agreement.

**4.** Governmental Immunity. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

**5.** Licensing and Insurance. Vendor shall be properly licensed to conduct such demolition and shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

a. Commercial General Liability. Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by Vendor in accordance with this Agreement.

Minimum Limits:

- i. \$1,000,000 per occurrence/\$2,000,000 general aggregate;
- ii. \$2,000,000 aggregate for products and completed operations; and
- iii. \$1,000,000 personal and advertising injury.

b. Automobile. Vendor shall purchase and maintain during this Agreement, automobile liability insurance on a per occurrence basis with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this Agreement by Vendor or its employees. The insurance required by this Agreement shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Kansas and currently rated "A" or better by the A.M. Best Company.

c. Workers Compensation and Employer's Liability. Vendor shall purchase and maintain during this contract, workers compensation insurance in accordance with Kansas statutory requirements and employers liability insurance with limits of not less than \$500,000 per accident and per employee for bodily injury.

d. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by Vendor or any of its subcontractors under this Agreement. Vendor shall require all its subcontractors who perform work and / or services under this Agreement to meet appropriate insurance requirements as reasonably required by the City. In addition, Vendor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Kansas.

e. The insurance required by this Agreement shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Kansas and currently rated "A" or better by the A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, Vendor shall provide the City with a complete certified copy of the policies for the insurance coverage described above. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by the City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto.

f. All insurance policies listed above must provide that the insurance provider may not cancel such insurance without providing ten (10) days prior written notice to the City unless such insurance provider does not allow for such notice of cancellation.

**6.** Compliance with Laws. Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, marital status, or disability unrelated to the individual's ability to perform the duties of a particular job or position.

**7.** Notice. All notices, demands or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed to a party at the address set forth below:

If intended for City, to:

City Manager  
City of Dodge City  
806 Second Avenue  
Dodge City, Kansas 67801  
Tel. 620-225-8100  
Fax (620) 225-8144

**8.**

If to VENDOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.** Entire Agreement. This Agreement, together with the attachment to this Agreement, shall constitute the entire agreement between the Parties. Any prior understanding, representation or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**10.** Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if evidenced in a writing signed by each party or its authorized representative.

**11.** Partial Invalidity. The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.

**12.** Absence of Waiver. The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**13.** Assignment. This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

**14.** No Third Party Benefit. The provisions of this Agreement are for the benefit of the Parties hereto, and not for the benefit of any other person or legal entity.

**Consent to Personal Jurisdiction/Governing Law.**

a. Vendor acknowledges that this Agreement shall be deemed to have been executed in Ford County in the State of Kansas and hereby consents to the exercise of general personal jurisdiction over it by the appropriate courts in Ford County, Kansas.

b. Any action on a controversy that arises under this Agreement shall be brought in Ford County, Kansas, which Vendor agrees is a reasonably convenient place for trial of the action. Vendor agrees that its consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

c. This Agreement shall be governed in all respects by the laws of the State of Kansas, without respect to conflicts of law.

CITY OF DODGE CITY, KANSAS

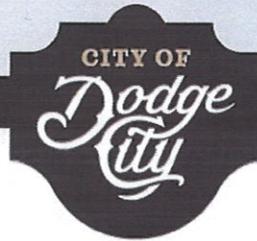
By: \_\_\_\_\_  
Nick Hernandez  
Its: City Manager

Dated:

VENDOR:

Dated:

\_\_\_\_\_



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Corey Keller, Public Works Director  
**Date:** April 16, 2025  
**Subject:** Approve Change Orders No. 7 thru 23 of FAA Grant 39/40/42 Airport Terminal Expansion  
**Agenda Item:** New Business

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## Request for Change Order Approval

**Purpose:** To seek approval for Change Orders #7 through #23, which will result in an increase to the existing contract between the City of Dodge City, Icon Structures, and the Federal Aviation Administration (FAA) for the Airport Terminal Expansion and Remodel project. These changes reflect necessary adjustments due to project delays, field conditions, and design modifications required to meet operational needs and safety requirements.

**Recommendation:** Approve Change Orders #7 through #23 related to FAA Grants 39, 40, and 42 for the Airport Terminal Expansion and Remodel project.

## Background & Detailed Explanation of Change Orders:

### Change Order #7 – Project Start Date Delay

**Description:** This change covers increased costs caused by the delay of the construction start date from October 1, 2023, to May 29, 2024. The delay impacted procurement, labor, and subcontractor availability.

Justification:

- Market fluctuations during the delay period led to increased material costs.
- A subcontractor originally scheduled to participate in the project were no longer available, requiring rebidding at higher rates.

Cost: \$127,513.72

Funding Eligibility: Ineligible for federal funding; full cost will be covered by the City.

### Change Order #8 – Raised Stem Wall

**Description:** During foundation work, it was determined that the stem wall on the northeast side of the new terminal addition needed to be raised by 1'4" to align properly with existing elevations.

Justification:

- Additional concrete and rebar were required due to unforeseen elevation discrepancies.
- The change ensures structural integrity and compliance with design standards.

Cost: \$20,723.73

Funding Eligibility: Eligible for federal funding

### **Change Order #9 – Structural Steel Beam Adjustment**

**Description:** A structural steel beam was found to be misaligned from the location shown in the original construction drawings.

Justification:

- Realignment and reinforcement were required to maintain structural integrity and meet code.

Cost: \$1,742.58

Funding Eligibility: Eligible for federal funding at a 95/5 cost share

### **Change Order #12 – Window Frame Reinforcement**

**Description:** Window frames needed reinforcement to accommodate the ballistic glass specified for the terminal. The glass thickness is 1.25 inches.

Justification:

- Ballistic-rated windows are required for security compliance; this work ensures the frames can support the weight.

Cost: \$2,841.32

Funding Eligibility: Eligible for federal funding

### **Change Order #14 – Ductwork Modifications**

**Description:** Existing building conditions prevented ductwork installation as originally designed. The contractor collaborated with the design team to develop feasible alternatives.

Justification:

- Field adjustments were required to complete HVAC installation without compromising performance or compliance.

Cost: \$3,456.19

Funding Eligibility: Eligible for federal funding at a 95/5 cost share

### **Change Order #15 – Airline Office & System Revisions**

Description: Includes modifications requested by the airline, including:

- Millwork layout revisions
- Electrical receptacle additions
- Telecom infrastructure changes
- Fire alarm system updates

Justification:

- Changes reflect operational needs of the airline and improve serviceability and future use for A RON.

Cost: \$18,895.30

Funding Eligibility: Currently ineligible, but under FAA review for possible prorated eligibility

**Change Order #16 – Telecom Credit**

**Description:** The airline decided to supply its own telecom equipment or no longer required the installation, resulting in a project cost reduction.

Justification:

- The scope was reduced, and a credit was issued accordingly.

Credit: (\$222.92)

Funding Eligibility: Ineligible

**Change Order #17 – Door Hardware and Security Upgrades**

**Description:** Upgrades to multiple doors for access control and passenger/staff safety, including card readers and security wiring.

Justification:

- Enhanced security measures ensure compliance with TSA and airport safety protocols.

Cost: \$52,225.18

Funding Eligibility: Partially eligible for federal funding

**Change Order #19 – Abatement and Landscaping Credits**

**Description:** The City contracted asbestos abatement services separately at a lower cost. Planned landscaping areas were changed to concrete surfaces to reduce long-term maintenance.

Justification:

- Efficient use of City resources led to significant project cost savings.

Credit: (\$95,000.00)

**Change Order #20 – Seating Reduction**

**Description:** Reduced terminal seating from 88 to 59 seats in the lobby and holding room areas. Additional seating can be added later if needed.

Justification:

- This change helps reduce initial construction costs while preserving future flexibility.

Credit: (\$34,081.73)

**Change Order #21 – Contractor Good Faith Credit**

**Description:** As part of negotiations for Change Order #7, the contractor voluntarily issued credit to help offset the cost impacts of the delayed project start.

Justification:

- Reflects a cooperative relationship between the City, architect, and contractor.

Credit: (\$27,514.17)

**Change Order #22 – Ceiling Height Adjustment**

**Description:**

Original plans called for 8' ceilings, but existing/replacement windows extend to 8'-8". A soffit was added to maintain visual alignment and finish quality.

Justification:

- It is necessary to integrate new and existing architectural features without compromising aesthetics or code.

Cost: \$6,717.26

Funding Eligibility: Pending FAA review; space has historically been deemed eligible

**Change Order #23 – Floor Leveling**

**Description:**

Significant floor height variations in the existing terminal required leveling prior to installation of luxury vinyl tile (LVT) to maintain a uniform finish.

Justification:

- Leveling is necessary to meet industry standards and prevent premature wear or safety hazards.

Cost Not to Exceed \$14,925.07

Billing: Icon Structures will bill only for actual material used beyond standard prep.

Funding Eligibility: Pending FAA review; space expected to be eligible

**City Commission Options:**

1. Approve the change orders and authorize the associated increase in project cost.
2. Disapprove the change orders, potentially delaying the project and risking further costs.
3. Table the decision for further discussion or clarification.

**Financial Considerations:**

	City Ineligible	City Eligible	FAA Share	Credits
PCCO #7	\$127,513.72			
PCCO #8	\$2,329.52	\$919.71	\$17,474.50	
PCCO #9	\$195.89	\$77.33	\$1,469.36	
PCCO #12	\$319.39	\$126.10	\$2,395.84	
PCCO #14	\$388.50	\$153.38	\$2,914.30	
PCCO #15	\$18,985.30			
PCCO #16				(\$222.92)
PCCO #17	\$12,037.58	\$2,009.38	\$38,178.23	
PCCO #18	\$488.76	\$192.97	\$3,666.37	
PCCO #19				(\$95,000.00)
PCCO #20	(\$3,831.07)	(\$1,512.53)	(\$28,738.12)	
PCCO #21				(\$27,514.17)
<b>Total</b>	<b>\$158,427.59</b>	<b>\$1,966.34</b>	<b>\$37,360.48</b>	
	(\$122,737.09)			
<b>Total increase to City Share</b>	<b>\$37,656.84</b>			
<b>Total Increase FAA Share</b>			<b>\$37,360.48</b>	

Legal Considerations: None

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

**Attachments:** None

**Approved for the Agenda by:**



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**Corey Keller, Public Works Director**