



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, December 15, 2025

7:00 p.m.

MEETING # 5327

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC HEARING

Community Development Block Grant

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, December 1, 2025
2. Appropriation, Ordinance No.24, December 15, 2025
3. Cereal Malt Beverage License:
 - a. Murphy Oil, Usa, 1907 N. 14th Avenue.
(On file in city clerks' office)
4. Amend the Professional Design Services Agreement to make Roadway Improvements for the Wyatt Earp Blvd. and Underpass Road Intersection in Conjunction with a New Traffic Signal.
5. Approval of Agreement for Concept Level Cost Estimate for 2nd Avenue and Wyatt Earp Blvd. Railroad Crossing for Federal-State Partnership for Intercity Passenger Rail Grant Program.

ORDINANCES & RESOLUTIONS

Resolution No. 2025-42 - A Resolution Describing and Defining the Boundary of the City of Dodge City. Report by Ray Slattery, Director of Engineering.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of the Supplemental Agreement No. 1 for Construction, Administration and Inspection Services for North Bound 14th Ave. Bridge. Report by Ray Slattery, Director of Engineering.
2. Approval to Purchase New Pickup Trucks for Public Works Department. Report by Corey Keller, Director of Public Works.
3. Approval of Memorandum of Understanding and Facilities Use Agreement for Cavalier Field for Dodge City Community College. Report by Daniel Cecil, Park Director.
4. Approval of the Bids to Replace the Carpet in the Common Areas at the Dodge City Police Department. Report by Kevin Israel, Director of Facilities.
5. Approval of the Bid for San Jose Street Reconstruction. Report by Tanner Rutschman, City Engineer.
6. Approval of the Agreement to Complete the Paunch Digester Feasibility Study for The South Wastewater Treatment Plant. Report by Tanner Rutschman, City Engineer.
7. Approval of the Purchase of Materials and Contracted Services Required to Complete the Water Line Replacement Project on Manor Drive. Report by Corey Keller, Public Works Director.
8. Approval of Purchase of Generators for the Circle Lake and Rolla D Lift Stations. Report by Corey Keller.
9. Approve Amendment No. 1 to Authorization No. 8 with Burns & McDonnell for Professional Engineering Services for the Terminal Expansion and Remodel at the Dodge City Regional Airport. Report by Corey Keller, Public Works Director.
10. Approval of Alcohol and Drug Grants. Report By Nicole May, Finance Director.

11. Approval of Contract for City Attorney Services Agreement. Report by Nick Hernandez, City Manager.
12. Approval of Real Estate Agreement for the Purchase of 314 West Spruce Street. Report by Nick Hernandez, City Manager.
13. Approval of Real Estate Advisor Agreement for Services Between Dodge City and Copaken Brooks, LLC.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Discuss Personnel Matters of Nonelected Personnel under K.S.A. 75-4319(b)(1).

ADJOURNMENT



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, December 1, 2025

7:00 p.m.

MEETING # 5326

CALL TO ORDER

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

INVOCATION BY Ada Bogart, Chaplain of Fort Dodge Soldiers Home

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Jeff Reinert moved to amend the agenda, adding an Executive Session after staff reports. Commissioner Michael Burns made a motion to accept the agenda with the amendment. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of Joint City/ County Commission Minutes, November 17, 2025.
2. Approval of City Commission Minutes, November 17, 2025.
3. Cereal Malt Beverage License:
 - a. Walgreens, 1801 N. 14th Avenue.
4. Approval of the Payment for Purchase Price for the Temporary Construction Easements for the South Dodge Trail Extension.

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

ORDINANCES & RESOLUTIONS

Ordinance No. 3840: An Ordinance amending and adopting revisions to Article II of the Dodge City Zoning Ordinance, adding requirements for utility locations was approved on a motion by Commissioner Chuck Taylor. Commissioner Michael Burns seconded the motion. Motion carried 5 – 0.

Ordinance No. 3841: An Ordinance amending and adopting revisions to article XIII of the Dodge City Zoning Ordinance, reducing required side yard building setbacks for single-family dwellings. was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. Motion carried 5 – 0.

UNFINISHED BUSINESSES**NEW BUSINESS**

1. Commissioner Daniel Pogue moved to approve of the real estate agreement with 3J2C Farms LLC for the purchase of 260-acre feet of water rights for an amount not to exceed \$975,000. Commissioner Rick Sowers seconded the motion. Motion carried 5 – 0.
2. Commissioner Daniel Pogue moved to approve of the real estate agreement with Harshberger Land LLC for the purchase of 574 acre-feet of water rights for an amount not to exceed \$2,152,500. Commissioner Rick Sowers seconded the motion. Motion carried 5 – 0.
3. Commissioner Rick Sowers moved to approve and not to exceed amount of \$40,000 for purchases of bulk fuel for city operations and authorized the City Manager to approve future bulk fuel purchases as needed. Commissioner Chuck Taylor seconded the motion. Motion carried 5 – 0.

OTHER BUSINESS**STAFF REPORTS****EXECUTIVE SESSION**

At 7:25 pm Commissioner Daniel Pogue made a motion that the Commission recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(6), justification to close the meeting is to hold a preliminary discussion of acquisition of real property. The open meeting will resume in the city commissioner chambers in 10 minutes at 7:35 pm. The meeting will include the Commissioners, Jeff Reinert, Daniel Pogue, Rick Sowers, Michael Burns, City Manager Nick Hernandez and City Attorney Paige Gilmore. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Chuck Taylor seconded the motion. The motion carried 5 – 0.

At 7:35 Commissioner Rick Sowers moved to extend the executive session for five(5) minutes. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

The open meeting reconvened at 7:40 pm.

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 15, 2025
Subject: Amendment Agreement for Wyatt Earp Blvd. & Underpass Rd. Traffic Signal, through KDOT's Highway Safety Improvement Program (HSIP), ST 2511
Agenda Item: Consent Calendar

Purpose: To amend the professional design services agreement to make roadway improvements for the Wyatt Earp Blvd. & Underpass Rd. intersection in conjunction with a new traffic signal.

Recommendation: Approve the Letter Agreement Amendment of Professional Services for the design of roadway improvements at the Wyatt Earp Blvd. and Underpass Rd. Intersection with Olsson in the amount of \$26,655.00.

Background: At the October 20th Commission Meeting during discussion of the approval of the Professional Services for the design of a traffic signal at E. Wyatt Earp Blvd. and Underpass Rd. it was discussed about adding a dedicated left and right turn lanes on Underpass Rd. Staff reached out to Olsson and discussed this possibility. Olsson indicated that this could be done, however it was not in the original scope. The original scope only included the design of a traffic signal, no road improvements. After some discussion, staff and Olsson agreed if we were going to look at roadway improvements on Underpass Rd., we should also look into a dedicated eastbound right-turn lane on E. Wyatt Earp Blvd. to move the right turning traffic off the through lane. This will help with sight issues that have been a problem at this intersection.

City Commission Options:

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

Financial Considerations:

Amount \$: 26,655.00

Funds: Special Streets Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: The amendment will added to the agreement with Olsson and will be bound by the provisions of this agreement.

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

Attachments: Amendment Agreement

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



**LETTER AGREEMENT
Amendment
025-05249**

Date: November 17, 2025

This amendment shall become a part of the Letter Agreement for Professional Services titled “Dodge City KS Wyatt Earp and Underpass Traffic Signal” and dated October 13, 2025 between City of Dodge City, Kansas (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Wyatt Earp Blvd and Underpass Road, Dodge City, Kansas

Project Description: Traffic Signal Design

SCOPE OF SERVICES

This amendment is for the additional roadway design necessary for the proposed improvements to the Wyatt Earp Blvd and Underpass Road intersection that were discussed with the city in the project kickoff meeting on November 10, 2025. To design said improvements, additional survey will need to be captured outside of what was originally scoped in the original agreement. The following services will be completed for this amendment:

**Roadway Design
Geometric Improvements**

Olsson will widen Underpass Road to a three-lane section with the widening occurring all to the west. This will facilitate a dedicated northbound left-turn lane and a northbound shared right / left-turn lane. In addition, an eastbound right-turn lane will be added. Plans will include demo plans, typical sections, plan, profile, cross sections, intersection layout, grading sheet, sidewalk ramps (2), pavement marking, signing, and erosion control plans.

Assumptions:

1. All additional work can be completed within the existing right of way. No easements will be required.
2. Both Underpass Road and Wyatt Earp Blvd will be widened with concrete.
3. No storm sewer design is included.
4. No permitting will be needed as the limits of disturbance are not anticipated to be greater than 1 acre.

Survey

Topographic Survey and Basemap

Complete topographic survey for the updated project limits (see attached Exhibit A-1). Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, below ground and above ground utilities, fences, trees, building corners, etc. to create project mapping.

Contact utility companies and one call center as appropriate for field marking of utility locations.

Office Survey Services

Gather and research information such as boundary records, utility information, easements, and benchmark data.

Create a base map at a scale of 1" = 20 ft showing both contours at one-foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions. Olsson will utilize local GIS data for areas outside of the immediate project limits to help depict the corridor.

SCHEDULE FOR OLSSON'S SERVICES

Olsson expects to perform its services covered by this amendment following the same schedule as the October 13, 2025 Agreement as follows:

Anticipated Start Date: 11/10/2025
Anticipated Completion Date: 8 months after Notice to Proceed is given

COMPENSATION

For the additional Scope of Services specifically set forth in this amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the lump sum of twenty-six thousand six hundred fifty-five dollars (\$26,655). This fee will become a part of the original letter agreement project and therefore invoiced as one. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson via email: jpudlowski@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Kurt Roter, PE, PTOE
Senior Team Leader

By  _____
Josh Pudlowski, PE
Project Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of this amendment. If you accept this amendment, please sign:

CITY OF DODGE CITY, KANSAS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

EXHIBIT A1 – ADDITIONAL SURVEY LIMITS





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 15, 2025
Subject: Agreement for Concept Level Cost Estimate for 2nd Ave. & Wyatt Earp Blvd.
Railroad Crossing for Federal-State Partnership for Intercity Passenger Rail
Grant Program (FSP), ST 2500
Agenda Item: Consent Calendar

Purpose: To provide a cost estimate and supporting documents for the FSP Grant application to Federal Railroad Administration for a grade separated crossing.

Recommendation: Approve the Letter Agreement Amendment of Professional Services for concept level cost estimate for 2nd Ave. and Wyatt Earp Blvd. railroad crossing with Olsson in the amount of \$25,000.00.

Background: The City was contacted by BNSF and GFT, the consultant who works on grant applications for BNSF in this area, to see if we were interested in applying for the FSP Grant regarding the design and construction of an additional grade separated crossing of the railroad tracks. The City has submitted grant applications in the past on this same project. However, our past applications were for a discovery phase and then 30% design. In a debriefing with FRA, they indicated the City would have a much better application with we forego the discovery phase and just concentrate on a more detailed project. With that said the City, BNSF, and GFT decided to focus the grant application on the design and construction of the grade separated crossing.

To make the application as strong as possible it was suggested that a concept level cost estimate should be included in the application. GFT was not going to be able to provide that support to the City. The City reached out to Olsson to see if they had any experience with this type of project and could provide the cost estimate. Olsson is just wrapping up the actual design of a railroad underpass in Fargo, ND. So, they are well versed in the details required.

The grant application date was originally slated for early January 2026, right after the New Year. The City contacted Olsson just before Thanksgiving. Olsson jumped on the project to meet the quick turnaround. However, this past week we were informed that the application date had been pushed back until February 6, 2026.

As part of the project, BNSF will be making improvements to their switch gear on the tracks through town. They estimate this cost will be \$14-\$15 million. The initial thought on the cost of a grade separated crossing was at the \$50-\$70 million mark. However, this is why we need to have a concept level cost estimate completed. The FRA will cover 80% of the total cost, an

application will be made to the Kansas Infrastructure Hub to cover 10%. BNSF will cover 20% of their improvements and maybe a little more. The City would make up the other funding.

City Commission Options:

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

Financial Considerations:

Amount \$: 25,000.00

Funds: Special Streets Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be bound by the provisions of this agreement.

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

Attachments: Agreement for Professional Services

Approved for the Agenda by:



Ray Slattery, Dir. Of Engineering Services



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

December 10, 2025

Ray Slattery, PE
City of Dodge City KS
806 Second Ave, Dodge City, KS 67801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Concept Level Cost Estimate for 2nd Ave. and Wyatt Earp Blvd. RR Crossing
(the "Project")

Ray:

It is our understanding that the City of Dodge City Kansas ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

SCOPE OF SERVICES

Olsson shall provide the following services ("Scope of Services") to Client for the Project:

- Develop a concept level cost estimate and concept figures for the conversion of the at-grade crossing of 2nd Ave. and Wyatt Earp Blvd to grade separated. It is assumed that part of the road will be lowered to go under the existing railroad.
- Attend weekly coordination with the City, GFT, and BNSF.
- Develop a simple alternative analysis graphic to be discussed.
- Assist with various asks from the city throughout the project.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement after Notice to Proceed as follows:

Anticipated Start Date: 12/01/2025
Anticipated Completion Date: 2/28/2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Twenty Five Thousand dollars (\$25,000). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: krotering@olsson.com. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Paul B. Moore
Paul Moore, P.E.

By Kurt Roterling
Kurt Roterling, P.E., PTOE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Dodge City Kansas

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 10, 2025 between City of Dodge City KS ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 15, 2025
Subject: Resolution 2025-42 – Boundary Resolution Describing and Defining the
Boundary of the City of Dodge City
Agenda Item: Ordinances and Resolutions

Purpose: Each year the City is required by KSA 12-517 to adjust the City's boundary by resolution to define any territory that has been added or excluded from the previous Boundary Resolution.

Recommendation: Approve Resolution 2025-42, the 2025 Boundary Resolution of the City of Dodge City

Background: Each year the City must adjust the boundary resolution that describes the City Limits of Dodge City to account for any additions or deletions of land that have been annexed or deannexed in the past year or correct any errors found in the description. This year's changes to the boundary limits include the following annexations.

- The addition of Lots 1, 2, & 3 Block 1 of the Final Plat of Church Subdivision, Ford County, Kansas. This 77.84 acre tract of land is the location of the Cathedral of Our Lady of Gaudalupe and the New Sacred Heart School, currently under construction. Annexation was by Ordinance 3824, December 16, 2024.
- A tract of land located in Section Twenty-eight (28), Township Twenty-six (26) South, Range Twenty-five (25) West of the Sixth Principal Meridian in Dodge City, Ford County, Kansas, more particularly described as follows:

Beginning at the Northeast Corner of Section 28, Township 26 South, Range 25 West; thence South 1°03'06" West, along the East line of the Northeast Quarter (NE/4) of said Section 28, a distance of 1318.05 feet; Thence North 88°57'43" West, along the North line of Greencrest Cemetery, filed in Book 197, Page 543 in the Register of Deeds Office in Ford County, Kansas and the North line of Glenridge Estates, a subdivision of land in Dodge City, Ford County, Kansas, a distance of 1326.64 feet; Thence North 27°50'06" West, a distance of 1054.55 feet, to a point on the Easterly right-of-way line of U. S. Highway 50, as said Highway now exists; Thence North 35°46'39" East, along said East right-of-way line, a distance of 488.14 feet, to a point on the North line of said Northeast Quarter (NE/4) section; Thence South 88°43'18" East, along said North line, a distance of 1558.01 feet, to the Point of Beginning of the herein described tract of

land. Less that part take for road right-of-way. Contains 49.03 acres more or less. Annexation was by Ordinance 3826, February 3, 2025.

- The Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas, EXCEPT the following two tracts:

That part of the Northwest and Southwest Quarters (NW/4 and SW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas described as follows: Commencing at the Northwest corner of said Section Twelve (12); Thence on the assumed bearing of South 00°16'20" West along the West line of said Section Twelve (12), for a distance of 1,771.15 feet; Thence on the bearing of South 89°43'40" East for a distance of 40 feet to the East Right of Way line of United States Highway 283 and the POINT OF BEGINNING of the tract to be described; Thence on the bearing of North 89°57'06" East for a distance of 373.20 feet; Thence on the bearing of South 01°52'11" East for a distance of 1,092.07 feet; Thence on the bearing of South 85°56'40" West for a distance of 415.16 feet to the East Right of Way line of United States Highway 283; Thence on the bearing of North 00°16'20" East, along said East Right of Way Line, for a distance of 526.29 feet; Thence on the bearing of South 89°43'40" East, along said East Right of Way line, for a distance of 10.00 feet; Thence on the bearing of North 00°16'20" East along said East Right of Way line, for a distance of 200.00 feet; Thence on the bearing of North 89°43'40" West, along said East Right of Way line, for a distance of 10.00 feet; Thence on the bearing of North 00°16'20" East, along said East Right of Way line, for a distance of 393.26 feet to the POINT OF BEGINNING. Containing 9.94 acres, more or less.

AND

That part of the Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-Seven (27) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas, described as follows: Commencing to the Northwest corner of said Section Twelve (12); thence on the assumed bearing of South 00°16'20" West, along the West line of said Section Twelve (12), for a distance of 1,571.15 feet; Thence on the bearing of South 89°43'40" East for a distance of 40.00 feet to the East Right of Way line of United States Highway 283 and the POINT OF BEGINNING of the tract to be described; thence on the bearing of North 89°57'06" seconds East for a distance of 2,600.43 feet to the East line of said Northwest Quarter (NW/4) (as marked by a 3/4 inch pipe with a yellow A to Z LS 1053 cap) said pipe being on the current (but not legal) East line of said quarter, and was set to mark the direction of the last course but not necessarily its endpoint; Thence on the bearing of South 00°07'05" West, along said East line for a distance of 1,086.71 feet to the Southeast corner of said Northwest Quarter (NW/4); Thence on the bearing of North 89°55'41" West, along the South line of said Northwest Quarter (NW/4), for a distance of

2,197.15 feet to the East line of previously described tract, the deed for which is of record at the Ford County Register of Deeds Office in Deed Book 224 at pages 394 and 395 and the Survey of which is of record in Plat Book "F" at page 28; thence on the bearing of North 01°52'11" West, along said East line, for a distance of 882.54 feet to the Northeast corner of said previously described tract; Thence on the bearing of South 89°57'06" West, along the North line of said previously described tract, for a distance of 373.20 feet to the East Right of Way line of United States Highway 283 and the Northwest corner of said previously described tract; Thence on the bearing of North 00°16'20" East, along said East Right of Way line, for a distance of 200.00 feet to the POINT OF BEGINNING. Containing 56.8 acres, more or less.

And less and except any and all Highway Right of Way. Annexation was by Ordinance 3839, October 20, 2025.

City Commission Options:

1. Approve Resolution
2. Deny Resolution
3. Table for further discussion

Financial Considerations: None

Amount \$:

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: The City is obligated under state statute to update the boundary limits of the City each year.

Mission/Values: The City is responsible for following State laws. By updating our boundaries, we have identified what properties should be served by the City and can plan for the long-term improvements to those areas.

Attachments: Boundary Resolution of the current City Boundary and a map showing the 2025 annexed property.

Approved for the Agenda by:



Ray Slattery, Dir. Of Engineering Services

RESOLUTION NO. 2025-42

A RESOLUTION DESCRIBING AND DEFINING
THE BOUNDARY OF THE CITY OF DODGE CITY

WHEREAS, the City of Dodge City must define the corporate limits of said City by virtue of K.S.A. 12-517 of the General Statutes of Kansas:

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

SECTION 1: That the Corporate limits of the City of Dodge City, Kansas shall be and are as follows, to wit:

(A) Beginning at the intersection of the south right-of-way line of Military Avenue and the east right-of-way line of Avenue P; thence East along the south line of said Military Avenue to the northeast corner of Shuman Tracts; thence South along the east line of Shuman Tracts to the southeast corner of Tract 7, Shuman Tracts; thence East and perpendicular to the east line of said Tract 7 to a point on the east right-of-way line of Road 113; thence South along the east right-of-way line of the Road 113 to a point that intersects the north right-of-way line of Wyatt Earp Blvd; thence East along the north right-of-way line of said Wyatt Earp Blvd to a point that intersects the northerly extension of the east right-of-way line of U.S. Highway 56-283; thence South along the extended east right-of-way line of U.S. Highway 56-283 to a point on the south line of Section 29; thence West along the south line of Section 29 to the west right-of-way line of U.S. Highway 56-283 Overpass; thence South along the west line of the U.S. Highway 56-283 Overpass to the south right-of-way line of the A.T. & S.F. Railroad; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 1904.07 feet; thence North along the right-of-way line of said A.T. & S.F. Railroad for a distance of 50.00 feet; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 250.45 feet; thence South to a point that is 360.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the west line of Tract 15 of Wilkinson Place No. 2; thence South along the west line of said Tract 15 of Wilkinson Place No. 2 to a point that is 205.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the east line of Tract 17 of said Wilkinson Place No. 2; thence South along the east line of said Tract 17 of Wilkinson Place No. 2 to the south right-of-way line of said U.S. Highway 400; thence Southeasterly along the south right-of-way line of said U.S. Highway 400 to the east line Happy Trails Subdivision a replat lots 12&14 of Wilkinson Place No. 1; thence South along the east line of said Happy Trails Subdivision to the southeast corner thereof; thence West along the south line of said Happy Trails Subdivision and continuing to the southwest corner of Tract 9 of Wilkinson Place No. 1; thence North along the west line of said Tract 9 to the south right-of-way line of U.S. Highway 400; thence Northwesterly along the south right-of-way line of said U.S. Highway 400 to a point that is 770.45 feet East of the west line of Section 32, Township 26 South, Range 24 West, thence South for a distance of 200.00 feet; thence West for a distance of 140.00 feet; thence South to a point on the north line of Lot 1, Block 2 Gladden Addition No.2, said point being 476.78 feet east of the east right-of-way line of U.S. Highway 56/283; thence East along said north line of Lot 1, Block 2 Gladden Addition No.2 to the northeast corner thereof; thence South along the east line of said Lot 1, Block 2 to the southeast corner thereof; thence West along the south line of Lot 1, Block 2 and Lot 1, Block 1 of Gladdens Addition No. 2 to the southwest corner thereof; thence North along the west line of said Lot 1, Block 1 of Gladdens Addition No. 2 to the northwest corner thereof, said corner being of the south line of the Northeast Quarter of Section 31, Township 26 South, Range 24 West; thence west along the south line of the northeast quarter of said Section 31 to a point 651.58 west of the southeast corner

thereof; thence North a distance of 922.02 feet to a point on the south right-of-way line of East Trail Street 605.87 west of the west right-of-way of U.S. Highway 56/283; thence west along the south right-of-way line of East Trail Street a distance of 142.46 feet; thence South for a distance of 920.00 feet; thence West for a distance of 560.00 feet to the east line of McCaustland Place; thence South along the east line of said McCaustland Place to the southeast corner thereof; thence West along the south line of said McCaustland Place to a point on the east line of the northeast drain of the Dodge City Flood Control Project; thence South along the east line of said northeast drain a distance of 1,601.50 feet; thence Southeasterly along a line having a deflection angle of 54 degrees 13 minutes a distance of 424.98 feet to the west line of McCaustland Road No. 2; thence South along the west line of said McCaustland Road No. 2 for a distance of 150 feet to the north bank of the Arkansas River; thence Northwesterly along the north bank of the Arkansas River to a point on the east line of Section 36, Township 26 South, Range 25 West of the 6th P.M.; thence South along the east line of said Section 36 to the southeast corner thereof; thence West along the south line of said Section 36 to the extended east right-of-way line of Red Avenue; thence South a distance of 30 feet along the extended east right-of-way line of Red Avenue to the north right-of-way line of Beeson Road; thence West along the south right-of-way line of Beeson Road to the east right-of-way line of Minneola Road; thence South along the east right-of-way line of Minneola Road to a point on said east right-of-way line intersecting the extended south line of Broce #1 Subdivision; thence West along the extended south line of Broce #1 Subdivision to the west right-of-way line of South Second Avenue; thence South along the west right-of-way line of said South Second Avenue to a point that is approximately 1314 feet North of the south line of Section 2; thence West and parallel to the south line of said Section 2 to a point that is 748.70 feet West of the west line of South Second Avenue; thence Northwesterly and parallel to the west line of said South Second Avenue for a distance of 1265.60 feet; thence North for a distance of 200 feet to the East-West half section line of Section 2; thence West along the said half section line of Section 2 to the east line of Veeann Avenue; thence South along the east line of said Veeann Avenue to the south line of Merrit Road; thence West along the south line of said Merrit Road to the east right-of-way line of South Fourteenth Avenue; thence South along the east right-of-way line of South Fourteenth Avenue to a point of on said east right-of-way intersecting the extended south line of Dodge City Business Park Unit One; thence West along the extended south line of said Dodge City Business Park Unit One to the southeast corner thereof; thence continuing West along the south line of Dodge City Business Park Unit One, said south line being the north right-of-way line of U.S. Highway 56 to the east right-of-way line of Road 109; thence North along said east right-of-way line of Road 109 to the southerly right-of-way line of McArtor Road; thence Northeasterly along said southerly right-of-way line of McArtor Road to the north line of the south half of Section 3, Township 27 South, Range 25 West; thence East along the north line of the south half of said Section 3 to the center corner thereof; thence North along the west line of the northeast quarter of said Section 3 to a point on the north right-of-way line of the Atchison, Topeka & Santa Fe Railroad; thence Southwesterly along the north right-of-way of said Atchison, Topeka and Santa Fe Railroad to the west line of Lewis Addition No. 2; thence North along the west line of said Lewis Addition No. 2 to the south right-of-way line of West Beeson Road; thence West along the south right-of-way line of West Beeson Road to the west line of Section 3, Township 27 South, Range 25 West; thence North along the west line of said section 3 to the northwest corner thereof; thence continuing North along the west line of Section 34, Township 26 South, Range 25 West to the northwest corner of Boley Morgison Addition; thence East along the north line of said Boley Morgison Addition to the northeast corner thereof; thence North along the half section line of Section 34 a distance of 432 feet; thence East parallel with the south line of said Section 34 a distance of 1,676 feet; thence South parallel with the said half section line to the north line of Beeson Road; thence East along the north line of said Beeson Road to the west line of Sunset Tracts; thence North along the west line of said Sunset Tracts to the northwest corner thereof; thence Northeasterly along the south bank along the Arkansas River to the extended east line of Tract 15 and Tract 88 of Westview Place No. 1; thence North along the extended east line of said Tract 15 and Tract 88 of Westview Place No. 1 to the north right-of-way line of the Dodge City Flood Control property; thence West along the north right-of-way line of the Dodge City Flood Control property a distance of 945.89 feet; thence continuing on a curve to the right along said flood control right-of-way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South 80 degrees 26 minutes 01 second west to a point which is 2,103 feet west of the east line of Section 34, Township 26 South, Range

25 West and 662 feet south of the south line of said Westview Place# 1; thence North 01 degree 38 minutes 04 seconds east parallel to the east line of said Section 34 a distance of 1052 feet to a point on the north right-of-way line of Pheasant Street 33 feet west of the southwest corner of Lot 27 of said Westview Place# 1; thence East along the north right-of-way line of Pheasant street to the southeast of lot 15 of said Westview Place# 1; thence North along the east line of said lot 15 to the northeast corner thereof; thence West along the north line of said Westview Place No. 1 to the east line of Moncrief Place No. 2; thence South along the east line of said Moncrief Place No. 2 to the southeast corner thereof; thence West along the south line of said Moncrief Place No. 2 to the southwest corner thereof; thence North along the west line of said Moncrief Place No. 2 to the south line of West Park Street; thence West along the along the south right-of-way line of West Park Street to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of Wyatt Earp Blvd.; thence West along the south right-of-way line of Wyatt Earp Blvd. to the extended west line of Lot 4, Block 1, West Hwy. 50 Addition; thence North along the extended west line of said Lot 4 to the northwest corner thereof; thence East along the north line of said Lot 4 to the northeast corner thereof; thence North along the west line of Block 3 and Block 7 of Glenridge Estates to the northwest corner of Lot 36, Block 7 of said Glenridge Estates; thence Northwest a distance of 1054.44 feet to a point on the southeast right-of-way line of U.S. Highway 50 said point being 488.18 feet from the north line of the Northeast Quarter of Section 28, Township 26 South, Range 25 West; thence Northeast along said right-of-way line of U.S. Highway 50 a distance of 488.18. to a point that intersects the north line of the Northeast Quarter of Section 28, Township 26 South, Range 25 West; thence East along said north line of the Northeast Quarter of said Section 28 to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of U.S. Highway 50; thence Northeasterly along the south right-of-way line of said U.S. Highway 50 to a point intersecting the east-west half section line of Section 22, Township 26 South, Range 25 West; thence East along the half section line of said Section 22 for a distance of 110.0 feet to the northeast corner of Lot 3, Block 1, J.S. & L. Subdivision; thence North 73 degrees 7 minutes 19 seconds east for a distance of 204.45 feet; thence South 89 degrees 53 minutes 58 seconds east for a distance of 196.02 feet to the northeast corner of Lot 1, Block 1, of said J.S. & L. Subdivision; thence South 5 degrees 47 minutes 43 seconds west for a distance of 60 feet to a point on the east-west half section line of said Section 22; thence East along the half section line of said Section 22 to the center thereof; thence North along the north-south half section line of said Section 22 to the South right-of-way line of Frontview Street; thence West along the south right-of-way line of Frontview Street a distance of 1,385 feet; thence North perpendicular to and to a point on the south line of Section 15, Township 26 South, Range 25 West; thence West along the south section line of said Section 15 to the Southwest corner thereof; thence North along the west section line of said Section 15 to the West Quarter corner thereof; thence East along the east-west half section line of said Section 15 to a point 160 feet east of the Southwest corner of the Northeast Quarter of said Section 15; thence North 30 feet to the extended north line of Ross Blvd.; thence east along the North line of said Ross Blvd. to the west line of the Northeast Quarter of said Section 15, also being the Southwest corner of Lot 1, Block 3, Church Subdivision; thence North along the west line of said Church Subdivision extended to the north right-of-way line of Iron Road; thence East along the north right-of-way line of Iron Road to the west right-of-way line of North Fourteenth Avenue; thence North along the west right-of-way line of North Fourteenth Avenue to the north line of Section 10, Township 26 South, Range 25 West; thence East along the north line of Sections 10 and 11, Township 26 South, Range 25 West to the northeast corner of the west half of said Section 11; thence South along the east line of the west half of said Section 11 to a point on said east line 30 north of the southeast corner thereof; thence East parallel to and 30 feet north of the south line of said section 11 extended to the east right-of-way of Avenue A; thence South along the east right-of-way line of Avenue A to the north right-of-way line of Canterbury Road; thence East along the north line of said Canterbury Road to the west line of Joel Avenue; thence North along the west line of said Joel Avenue to the north line of William Street; thence East along the north line of said William Street to a point on the extended east line of the alley in Block 5, Kliesen Subdivision; thence South along the east line of said alley to a point on the south line of Anna Avenue; thence West along the south line of said Anna Avenue to the northeast corner of Lot 3, Block 6, Kliesen Subdivision; thence South along the east line of said Lot 3 to a point on the south line of the alley in Block 6, Kliesen Subdivision; thence West along the south line of

said alley to the northeast corner of Lot 2, Block 7, Kliesen Hills Subdivision; thence South along the east line of said Lot 2 to the southeast corner thereof; thence East along the north line of Ross Boulevard to a point on the extended east line of Lot 11, Block 6, Kliesen Hills Subdivision; thence South along the said east line of Lot 11 to the southeast corner thereof; thence South along the extended east line of Lots 1 through 8, Block 6, Kliesen Hills Subdivision to a point on the south right-of-way line of Saint Joseph Street; thence East along the said south line of Saint Joseph Street to the northeast corner Wagon Wheel Addition Unit Three; thence South along the east line of said Wagon Wheel Addition Unit Three to the southeast corner thereof; thence West along the south line of said Wagon Wheel Addition Unit Three to the southwest corner of Lot 1 Block 2, of said Wagon Wheel Addition Unit Three; thence South 0 degrees 30 minutes 40 seconds east along the east right-of-way line of Barbara Lane East for a distance of 229.57 feet; thence South 89 degrees 35 minutes 11 seconds east for a distance of 1.94 feet; thence South 26 degrees 07 minutes 35 seconds east for a distance of 66.33 to the Southwesterly corner of Lot 9, Block 14 Kliesen Subdivision; thence South 06 degrees 28 minutes 24 seconds east for a distance of 60.45 feet to the north right-of-way line of U.S. Highway 50; thence East along the north line of said U.S. Highway 50, said line being the south line of Kliesen Street as platted by Kliesen Subdivision, and Kliesen Subdivision No.2 to a point on the east line of Section 13, Township 26 South, Range 25 West; thence continuing East 130 feet along said north line of U.S. Highway 50; thence South 240 feet to a point on the south line of said U.S. Highway 50 that is 130 east of the west line of Section 19, Township 26 South, Range 24 West; thence West along the south line of said Highway 50 to the east right-of-way line of Avenue P; thence South along the east right-of-way line of Avenue P to the south right-of-way line of Military Avenue and Point of Beginning;

Except Lot 2, Block 3, Church Subdivision.

(B) Cargill Main Plant No. 1 described as follows:

From the southwest corner, Section 33, Township 26 South, Range 24 West of the 6th P.M. and the northwest corner, Section 4, Township 27 South, Range 24 West of the 6th P.M.; thence Easterly 1,190 feet to a point "A" which is a point on a west building line. Point "A" will be the starting point of this building description; thence Southerly from point "A" along a west line 30 feet to point "B" of said building; thence Easterly along a south line, 270 feet to point "C" of said building; thence along an east line, Northerly 20 feet to a point "D" of said building; thence along a south line Easterly 400 feet to point "E" of said building; thence along an east line Northerly 50 feet to point "F" of said building; thence Westerly along a north line 275 feet to point "G" of said building; thence Northerly along an east line 15 feet to point "H" of said building; thence Westerly along a north line 48 feet to point "I" of said building; thence Northerly along an east line 35 feet to point "J" of said building; thence Easterly along a south line 25 feet to point "K" of said building; thence Northerly along an east line 35 feet to point "L" of said building; thence Westerly along a north line 23 feet to a point "M" of said building; thence Northerly along an east line 20 feet to point "N" of said building; thence Easterly along a south line 80 feet to point "O" of said building; thence Northerly along an east line 20 feet to point "P" of said building; thence Westerly along a north line 90 feet to point "Q" of said building; thence Northerly along an east line 60 feet to point "R" of said building; thence Westerly along a north line 95 feet to point "S" of said building; thence Northerly along an east line 30 feet to point "T" of said building; thence Westerly along a north line 40 feet to point "U" of said building; thence Northerly along an east line 33 feet to point "V" of said building; thence Westerly along a north line 390 feet to point "W" of said building; thence Southerly along a west line 170 feet to point "X" of said building; thence Easterly along a south line 170 feet to point "Y" of said building; thence Southerly along a west line 113 feet to point "A" of said building.

Cargill Secondary Plant No. 2 described as follows:

From point "B" of Excel Main Plant Easterly along a south building line 90 feet to point "A1" of said building; thence Southerly and on a perpendicular line between Main Plant No. 1 and Secondary Plant No. 2, 30 feet to point "B1" of Secondary Plant No. 2. Point "B1" of said exhibit will be the starting point of this building description; thence from point "B1" Southerly along a west line 35 feet to point "C1" of said building; thence Easterly along a south line 60 feet to point "D1" of said building; thence Southerly along a west line 90 feet to point "E1" of said

building; thence Easterly along a south line 265 feet to point "F1" of said building; thence Northerly along an east line 20 feet to point "G1" of said building; thence Easterly along a south line 60 feet to point "H1" of said building; thence Northerly along an east line 55 feet to point "I1" of said building; thence Westerly along a north line 60 feet to point "J1" of said building; thence Northerly along an east line 50 feet to point "K1" of said building; thence from point "K1" Westerly along a north line 325 feet to point "B1" of said building.

(C) Part of the east half of Section 21, Township 26 South, Range 24 West and part of the west half of Section 22, Township 26 South, Range 24 West, Ford County, Kansas, referred to as Chaffin Industrial Park, more fully described as follows:

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 102.85 feet to a point of beginning, said point being at the intersection of the north right-of-way of the Atchinson, Topeka and Santa Fe Railway with the east right-of-way line of U.S. Hwy 56-283; thence continuing North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 110.88 feet; thence North 31 degrees 57 minutes East along the east right-of-way line of said U.S. Hwy 50 for 4,378.95 feet; thence North 33 degrees 10 minutes East along the east right-of-way line of said U.S. Hwy 56-283 for 295 feet; thence Northeasterly along a curve to the right having a radius of 2,292.01 feet along the south right-of-way line of said U.S. Hwy 50 for 1,722.53 feet; thence South 0 degrees 38 minutes East for 3,594.2 feet to a point on the north right-of-way line to the Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 2,510.63 feet; thence North 12 degrees 49 minutes West for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,694.93 feet along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,722.6 feet to the point of beginning, containing 194.28 acres.

AND

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 174.87 feet to a point of beginning, said point being on the south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 1,170.62 feet to a point on right-of-way; thence Northeasterly on a curve to the right having a radius of 8,594.42 feet along the center line of the abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 1,542.0 feet to a point on the east boundary line of the southeast quarter of said Section 21, said point being 883.0 feet North of the southeast corner of the southeast quarter of said Section 21; thence North 0 degrees 26 minutes East along the east boundary line of the southeast quarter of said Section 21 for 230.15 feet to a point on the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,130.42 feet; thence South 12 degrees 49 minutes East for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,764.93 feet along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,164.4 feet to the point of beginning, containing 25.63 acres.

Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas, except railroad right-of-way, more fully described as follows:

Commencing at the northwest corner of Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the north boundary line of said Lot 7 for 134.33 feet to a point of beginning, said point being on the present south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the north boundary line of said Lot 7 for 1,170.62 feet to a point on the centerline of an abandoned Atchinson, Topeka and Santa Fe Railway right-of-way; thence Southwesterly on a curve to the left having a radius of 8,594.42 feet along the centerline of said abandoned Atchinson, Topeka and Santa Fe Railway

right-of-way for 395.1 feet to a point on the south boundary line of said Lot 7; thence North 89 degrees 56 minutes West along the south boundary line of said Lot 7 for 1,043.7 feet to the southwest corner of said Lot 7; thence North 0 degrees 50 minutes East along the west boundary line of said Lot 7 for 59.7 feet to a point on the present south right-of-way of the Atchinson, Topeka and Santa Fe Railway; thence Northeasterly along a curve to the right, having a radius of 2,964.93 feet for 263.5 feet to the point of beginning, containing 6.63 acres, more or less.

(D) A tract of land located in the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as Lineage Warehouse, more fully described as follows:

Beginning at the southwest corner of the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas; thence North 0 degrees 15 minutes 38 seconds West along the west line of the southwest quarter of said Section 33 for 600 feet; thence North 89 degrees 44 minutes 22 seconds East at right angles to the west line of the southwest quarter of said Section 33 for 350 feet; thence South 0 degrees 15 minutes 38 seconds East parallel with the west line of the southwest quarter of said Section 33 for 605.84 feet; thence North 89 degrees 18 minutes 15 seconds West for 350.05 feet to the point of beginning; containing 211,022 square feet or 4.84 acres, more or less.

AND

Beginning at a point that is North 0 degrees 29 minutes 36 seconds East 600 feet from the Southwest Corner of the Southwest Quarter of said Section 33; thence North 0 degrees 29 minutes 36 seconds East 300 feet; thence South 89 degrees 38 minutes 40 seconds East 350 feet; thence South 0 degrees 29 minutes 36 seconds west 300 feet; thence North 89 degrees 38 minutes 40 seconds West 350 feet to the point of beginning; containing 105,000 square feet or 2.41 acres, more or less.

(E) A tract of land being part of Sections 20, 21, 28 and 29, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as the Dodge City Municipal Airport, more fully described as follows:

Commencing at the northeast corner of Section 29; thence South 0 degrees 12 minutes 04 seconds West along the east line of Section 29 for 894.76 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 04 seconds West along said east line of Section 29 for 1,060.53 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 750 feet easterly of the centerline of Runway 14-32 to the northerly right-of-way line of US Highway 56-283; thence Westerly along said northerly right-of-way line of US Highway 56-283 to a point on the west line of the east half of Section 29; thence North 0 degrees 00 minutes 41 seconds West along said west line of the east half of Section 29 to the North Quarter Corner of Section 29; thence North 0 degrees 14 minutes 05 seconds West along the west line of the Southeast quarter of Section 20 for 28 feet; thence North 29 degrees 10 minutes 18 seconds West parallel with and 750 feet westerly of the centerline of Runway 14-32 for 2,928.26 feet to a point on the north line of the southwest Quarter of Section 20; thence South 89 degrees 15 minutes 43 seconds East along said north line of the southwest quarter of Section 20 for 279.5 feet; thence North 26 degrees 10 minutes 18 seconds West for 1,228.08 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence North 26 degrees 10 minutes 18 seconds West for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence North 26 degrees 10 minutes 18 seconds West for 961.60 feet to the south right-of-way line of US Highway 50; thence South 89 degrees 16 minutes 23 seconds East along said south right-of-way line of US Highway 50 for 112.13 feet; thence South 26 degrees 10 minutes 18 seconds East for 910.87 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence South 26 degrees 10 minutes 18 seconds East for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence South 26 degrees 10 minutes 18 seconds East for 900 feet; thence North 63 degrees 49 minutes 42 seconds East for 100 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 600 feet easterly of the centerline of Runway 14-32 for 2,361.81 feet; thence South 89 degrees 03 minutes 34 seconds East for 1,785.95 feet to a point on the east line of Section 20; thence South 89 degrees 06 minutes 17 seconds East parallel to the south line of Section 21 for 700 feet; thence South 57 degrees 39 minutes 37 seconds East for 464.77 feet; thence South 32 degrees 20 minutes 23 seconds West for 719.66 feet; thence South 0 degrees 30 minutes 56 seconds East parallel to the west line of Section 21 for 462.45 feet to a point

on the south line of said Section 21; thence South 0 degrees 12 minutes 04 seconds West parallel to the west line of Section 28 for 254.76 feet; thence South 89 degrees 06 minutes 17 seconds East parallel to the north line of said Section 28 for 457 feet; thence South parallel to said west line of Section 28 for 640 feet; thence west parallel to said north line of Section 28 for 1,157 feet to the point of beginning.

(F) A tract of land being part of Sections 21 and 28, Township 26 South, Range 25 West of the 6th P.M. Ford County, Kansas, referred to as Casino and Event Center, more fully described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 21; thence on an assumed bearing of North 89 degrees 39 minutes 54 seconds West along the north line of the Southeast Quarter of said Section 21 for a distance of 222.21 feet to the Northwestern right of way line of U.S. Highway 50; thence South 34 degrees 50 minutes 32 seconds West along said right of way for a distance of 402.92 feet to the Point of Beginning; thence South 26 degrees 58 minutes 43 seconds East along said right of way line for a distance of 158.82 feet; thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 6,241 feet more or less, to the Northeast corner of a tract recorded in the Ford County Register of Deeds, Book 176, page 274; thence West along the North line of two tracts described in the Ford County Register of Deeds Book 176, page 274 and Book 188, page 563, a distance of 807.95 to a point on the East line of a tract described in Ford County Register of Deeds, Book 151, page 233; thence North along the east line of and the projection thereof of said tract a distance of 749.23 feet; thence West a distance of 539.03 to the West line of said section 28, said point being 440 feet north of the West Quarter corner of said section 28; thence North along the west line of said Section 28 a distance of 1,784.58 feet; thence East parallel to the north line of said Section 28 a distance of 417.59 feet; thence North parallel to the west line of said Section 28 a distance of 417.42 to the north line thereof; thence West along the north line of said Section 28 to the northwest corner thereof; thence North along the west line of Section 21 to the West Quarter corner of said Section 21; thence South 89 degrees 39 minutes 54 seconds East along the east-west half section line of said Section 21 to a point 1,332.5 feet west of the East Quarter corner of said Section 21; thence South 0 degrees 20 minutes 06 seconds West a distance of 80 feet; thence South 55 degrees 09 minutes 28 seconds East a distance of 869.61; thence North 34 degrees 50 minutes 32 seconds East a distance of 292.00 feet to the point of beginning.

Said tract of land is considered contiguous with the City of Dodge City via right of way U.S. Highway 50 and Matt Down Road.

(G) A tract of land in the Northeast Quarter (NE/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

Commencing at a 5/8-inch diameter smooth bar, at the Northeast Corner of the Northeast Quarter of Section 12, Township 27 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas; Thence bearing North 89°01'51" West (as the bearing is described in Corporate Warranty Deed, recorded at Book 202, Page 342, with the Office of the Register of Deeds, Ford County, Kansas) along the North line of said Northeast Quarter of Section 12 a distance of 2638.15 feet to a 3/4-inch iron pipe with a red plastic I.D. cap stamped "PEC LS65" inside of an aluminum Ford County monument box at the Northwest Corner of said Northeast Quarter of Section 12; Thence bearing South 01°02'13" West along the West line of said Northeast Quarter of Section 12 a distance of 249.86 feet to the South line of the right of way for U.S. Highway 56 and to the POINT OF BEGINNING; Thence continuing bearing South 01°02'13" West along the West line of said Northeast Quarter of Section 12 a distance of 2402.03 feet to a 3/4-inch iron pipe with I.D. cap stamped "A TO Z LS 1053" at the Southwest Corner of said Northeast Quarter of Section 12; Thence bearing South 89°00'31" East along the South line of said Northeast Quarter of Section 12 a distance of 2644.44 feet to a 1/2-inch diameter rebar, at the Southeast Corner of said Northeast Quarter of Section 12; Thence bearing North 0°54'04" East along the East line of said Northeast Quarter of Section 12 a distance of 2304.49 feet to a point on the South line of the right of way for U.S. Highway 56, said point being distant 348.42 feet south of said Northeast Corner of the Northeast Quarter of Section 12; Thence, following said South line of the right of way for U.S. Highway 56 for the remaining courses, bearing North 68°18'35" West a distance of 272.16 feet; THENCE bearing South 89°56'40" West a distance of 200.06 feet; Thence bearing North 88°37'24" West a distance of 1500.00 feet; Thence bearing South 82°50'45" West a distance of 101.12 feet; Thence

bearing North 88°06'09" West for a distance of 584.29 feet to the POINT OF BEGINNING. Encompassing 145.30 acres, more or less.

AND

The Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas, EXCEPT the following two tracts:

That part of the Northwest and Southwest Quarters (NW/4 and SW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas described as follows: Commencing at the Northwest corner of said Section Twelve (12); Thence on the assumed bearing of South 00°16'20" West along the West line of said Section Twelve (12), for a distance of 1,771.15 feet; Thence on the bearing of South 89°43'40" East for a distance of 40 feet to the East Right of Way line of United States Highway 283 and the POINT OF BEGINNING of the tract to be described; Thence on the bearing of North 89°57'06" East for a distance of 373.20 feet; Thence on the bearing of South 01°52'11" East for a distance of 1,091.07 feet; Thence on the bearing of South 85°56'40" West for a distance of 415.16 feet to the East Right of Way line of United States Highway 283; Thence on the bearing of North 00°16'20" East, along said East Right of Way Line, for a distance of 526.29 feet; Thence on the bearing of South 89°43'40" East, along said East Right of Way line, for a distance of 10.00 feet; Thence on the bearing of North 00°16'20" East along said East Right of Way line, for a distance of 200.00 feet; Thence on the bearing of North 89°43'40" West, along said East Right of Way line, for a distance of 10.00 feet; Thence on the bearing of North 00°16'20" East, along said East Right of Way line, for a distance of 393.26 feet to the POINT OF BEGINNING. Containing 9.94 acres, more or less.

That part of the Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-Seven (27) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas, described as follows: Commencing to the Northwest corner of said Section Twelve (12); thence on the assumed bearing of South 00°16'20" West, along the West line of said Section Twelve (12), for a distance of 1,571.15 feet; Thence on the bearing of South 89°43'40" East for a distance of 40.00 feet to the East Right of Way line of United States Highway 283 and the POINT OF BEGINNING of the tract to be described; thence on the bearing of North 89°57'06" seconds East for a distance of 2,600.43 feet to the East line of said Northwest Quarter (NW/4) (as marked by a ¾ inch pipe with a yellow A to Z LS 1053 cap) said pipe being on the current (but not legal) East line of said quarter, and was set to mark the direction of the last course but not necessarily its endpoint; Thence on the bearing of South 00°07'05" West, along said East line for a distance of 1,086.71 feet to the Southeast corner of said Northwest Quarter (NW/4); Thence on the bearing of North 89°55'41" West, along the South line of said Northwest Quarter (NW/4), for a distance of 2,197.15 feet to the East line of previously described tract, the deed for which is of record at the Ford County Register of Deeds Office in Deed Book 224 at pages 394 and 395 and the Survey of which is of record in Plat Book "F" at page 28; thence on the bearing of North 01°52'11" West, along said East line, for a distance of 882.54 feet to the Northeast corner of said previously described tract; Thence on the bearing of South 89°57'06" West, along the North line of said previously described tract, for a distance of 373.20 feet to the East Right of Way line of United States Highway 283 and the Northwest corner of said previously described tract; Thence on the bearing of North 00°16'20" East, along said East Right of Way line, for a distance of 200.00 feet to the POINT OF BEGINNING. Containing 56.8 acres, more or less.

And less and except any and all Highway Right of Way.

Adopted by the Governing Body of the City of Dodge City

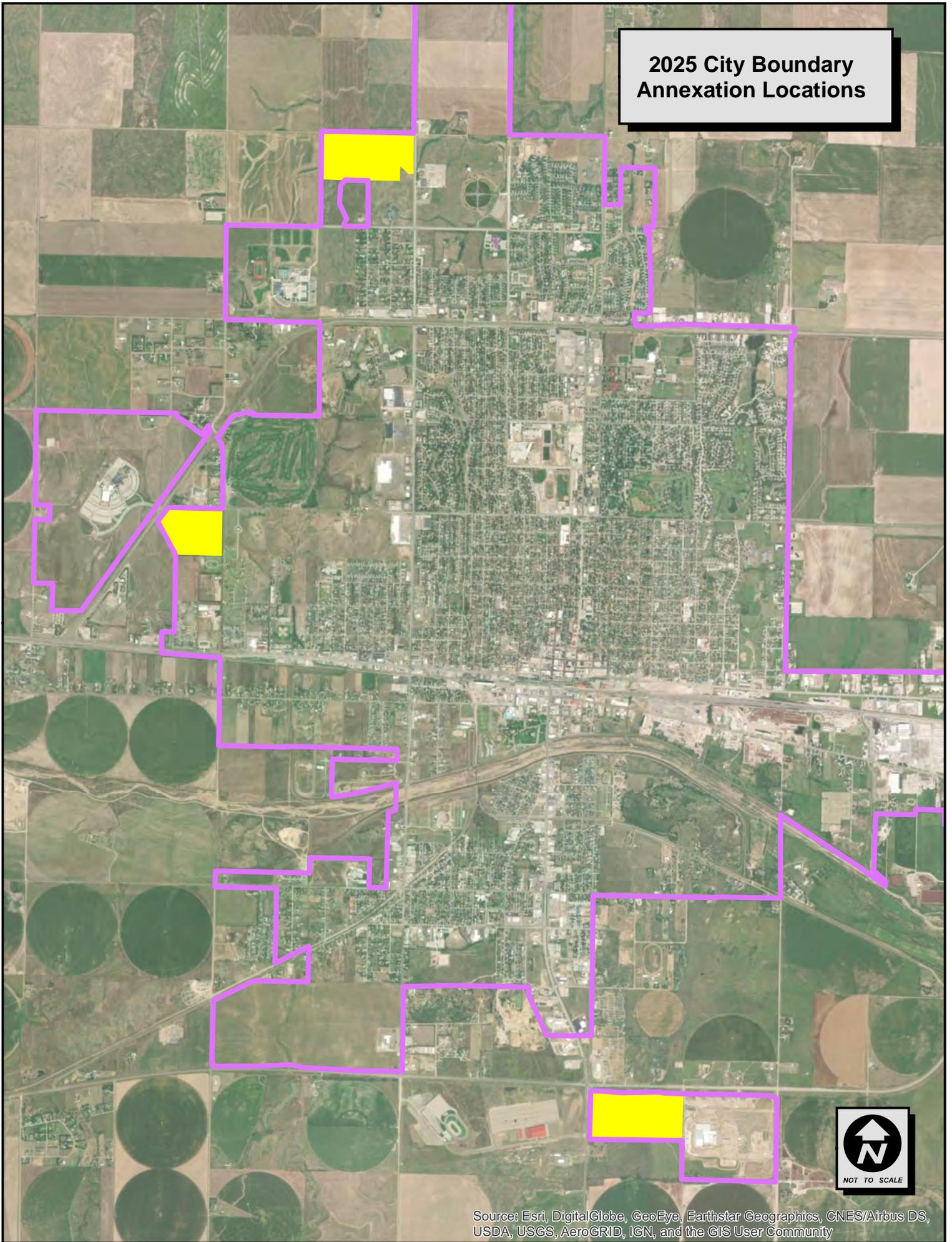
This 15th, day of December, 2025.

Jeff Reinert, Mayor

ATTEST:

Connie Marquez, City Clerk

2025 City Boundary Annexation Locations



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: December 15, 2025
Subject: Approval of Supplemental Agreement No. 1 for Construction Administration and Inspection for North Bound 14th Ave. Bridge, ST 2306
Agenda Item: New Business

Purpose: Provide Construction Administration (CA) and Inspection Services for the replacement of the North Bound 14th Ave. Bridge.

Recommendation: Approve Supplemental Agreement No. 1 for CA and Inspection Services for the North Bound 14th Ave. Bridge with PEC Consultants for \$942,620.00.

Background: In August of 2023, KDOT awarded the City \$7 Million dollars for the replacement of the North Bound 14th Ave. Bridge over the Arkansas River through the Kansas Local Bridge Improvement Program (KLBIP). Funds from the KLBIP cover 85% of the cost of construction, and CA and inspection of the new bridge. The City will be responsible for the remaining 15% and other non-participating costs. Other non-participating costs include design, right-of-way acquisitions, and utility adjustment. Along with any costs over the \$7 Million dollars from the KLBIP.

In late October of 2023 the City sent out RFQs for the design, CA, and inspection of the new bridge. The City received two submittals to our RFQ, from PEC and Olsson. A selection committee of Engineering and Public Works staff reviewed the submittals and selected PEC to perform the necessary design for the bridge reconstruction and utility line relocation. In February of 2024 the City commission awarded the design contract to PEC.

In August of this year, the Commission awarded the construction of the new bridge to King Construction Company, Inc. in the amount of \$6,575,777.82. King Construction Company, Inc. plans to start on the project in April of 2026.

Now that the project has been awarded to King Construction Company, Inc. and the construction schedule known, staff requested PEC provide a CA and Inspection fee for the project. PEC submitted Supplement No. 1 to the Design of the bridge for these services.

The KLBIP will cover \$801, 227.00 of the \$942,620.00 for the CA and Inspection Services. The total budget for this project is \$9,190,000.00. This includes the \$7Million dollars from the KLBIP and \$2,190,000.00 bonded by the City. To date we have encumbered \$6,678,908.50 from the KLBIP and \$1,968,640.91 from the City bonds for a total of \$8,647,549.41. This number includes the CA and Inspection Supplement agreement dollar amount. We have allotted an

additional \$200,000 for some additional handrail and lighting, for which the KLBIP will fund 85%. This will leave over \$340,000 to cover any unforeseen expenses via the KBLIP and City bond.

City Commission Options:

1. Approve Supplemental Agreement
2. Deny the Supplemental Agreement
3. Table for further discussion

Financial Considerations:

Amount \$: \$942,620.00 - \$801,227.00 from KLBIP & \$141,393.00 from City bond

Fund: KLBIP & 2025 GOB

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be entering into a contract with PEC Consultants and will be bound by the provisions of this agreement.

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

Attachments: Supplement Agreement for CA and Inspection from PEC Consultants and Cost Budget for the N. Bound 14th Ave. Bridge.

Approved for the Agenda by:



Ray Slattery, PE, Dir. of Engineering Services



November 14, 2025

Ray Slattery, P.E.
Director of Engineering Services
City of Dodge City
PO Box 880
Dodge City, KS 67801

Reference: Project Name: Dodge City – NB 14th Ave. Bridge Replacement
Supplemental Agreement No: 1
Original Contract Date: February 27, 2024
PEC Project No.: 230883-000

Dear Mr. Slattery:

This Supplemental Agreement between the Client and Professional Engineering Consultants, P.A. (PEC), modifies the above referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. See Exhibit A.

B. Time of Performance:

1. The completion date will be on a mutually agreed upon schedule.

C. Payment Provisions:

- | | |
|--|------------------------|
| 1. Original Contract Amount: | \$ 915,975.00 |
| 2. The contract amount will increase by this Supplemental Agreement: | \$ <u>942,620.00</u> |
| 3. The new contract amount including this Supplemental Agreement: | \$ 1,858,595.00 |

D. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.


Alex Darby, P.E.
VP of Municipal Markets

SMB:emg

ACCEPTED:

CITY OF DODGE CITY

By: Jeffery J. Reinert

Title: Mayor of Dodge City

Date: _____

A. Project Description

1. Construction Administration, Construction Inspection and Materials Testing Services during construction of the NB 14th Avenue Bridge Replacement over the Arkansas River located in Dodge City, Kansas and hereinafter referred to as PROJECT.

B. Scope of Services

1. Construction Administration Scope of Services:
 - a) Attend and assist in facilitating the preconstruction conference and distribution of meeting minutes.
 - b) Review & distribute submittals and RFI's
 - i. Provide list of necessary submittals
 - ii. Review shop drawings for bridge elements designed by PEC. Review period will be 14 days after being received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - iii. Review Contractor's shop drawings and material test certifications for compliance with Plans and Specifications.
 - iv. Respond to RFI's generated by the contracting team. Response will be provided in 7 working days after received by PEC office unless other terms are agreement to by PEC and CLIENT.
 - c) Consult with Resident Inspector regarding interpretations or clarifications of plans and specifications.
 - d) Provide decisions in accordance with the Contract Documents on questions regarding this work.
 - e) Prepare / review contractor pay applications and provide to CLIENT for approval and processing.
 - f) Prepare change orders covering modifications or revision necessitated by field conditions.
 - g) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
 - h) Meet with the CLIENT via teleconference as requested during construction to review progress on each part of the PROJECT.
 - i) Coordinate and participate in final walkthrough site inspection following substantial completion and assist onsite Inspector to develop written punch list of remaining items required for final acceptance.
 - j) Issue or assist in issuing Notice of Acceptability when the PROJECT is recommended for final payment by the ENGINEER.

2. Construction Inspection Scope of Services:
 - a) PEC will provide construction inspection services as noted in this agreement and shall apply to the noted services provided throughout the construction of the PROJECT unless a separate agreement for additional services is signed.
 - b) Provide a resident project representative (RPR) to perform construction inspection, documentation; witness field testing of construction materials as required by the approved plans and specifications; check the construction activities to determine general compliance with the project documents (plans, specifications); and maintain project records to document the work.
 - c) Provide electronic pdf copy of 'Red-Line' markup images of bid set of plans for the preparation of record drawings of the PROJECT.
3. Materials Testing Scope of Services:
 - a) PEC will provide materials testing as noted in this agreement. We understand the required services consist of:
 - i. Field testing of soils, and concrete
 - ii. Laboratory testing of soils, and aggregates
 - iii. Testing equipment (Nuclear Gauge, Concrete Equipment)
 - iv. Project mileage reimbursement.

C. PEC Agrees

1. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.

D. Anticipated Project Schedule

1. PEC anticipates the notice to proceed for construction to be issued approximately April 06, 2026 and for the on-site construction to be final complete (FC) approximately May 10, 2027 (400 Calendar Days).
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

E. PEC's Fees & Reimbursable Expenses

1. **The basis of the fees for this work is based on the contract requirements provided to the contractor for a total of four-hundred (400) calendar days for contractor to reach final completion for the PROJECT. Construction work is anticipated Monday through Friday for eight (8) regular hours per day and two (2) overtime hours per day during construction** for the PROJECT with scope for attending the preconstruction meeting, project preparation (set-up, project documents printing), post construction closeout documentation (includes redline drawing completion), inspection oversight - quality control, project mileage, and travel expenses (including lodging, meal per diems, mileage & drive time to/from Wichita, Kansas). If more than four-hundred (400) calendar days elapse from the Construction Notice to Proceed to final completion for the PROJECT, a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates.
2. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the RPR or Senior Inspector.
3. PEC will invoice CLIENT one time per month for services rendered and

Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.

4. The fee presented below is an estimate. PEC's Fee for its Scope of Services will be billed **on an hourly basis, plus reimbursable expenses** at the rates established on the current PEC Rate Schedule A.
5. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.
6. **The estimated fee which includes reimbursables for Construction Services is:**

Construction Admin Fee:	\$ 66,450.00
Inspection Fee:	\$ 779,390.00
Materials Testing Fee:	<u>\$ 96,620.00</u>
Total Fee:	\$ 942,460.00

F. **Client's Obligations**

1. Provide a point of contact for day-to-day communications.
2. PEC resident project representative will utilize office space at the Owner's designated location, if necessary.
3. Provide a facility, if necessary, for Pre-Construction, Progress, or Coordination Meetings.
4. Furnish to PEC any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include hazardous conditions and/or history of site contamination, underground utilities, etc.
5. Provide right of entry for PEC's personnel in performing site visits, field testing, and inspections.
6. Provide 24-hour notice of anticipated testing services needed.
7. Provide electronic copies of construction plans, construction specifications, and/or Geotechnical Reports if requested and not developed/conducted by PEC.
8. Provide information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
9. Pay PEC for authorized additional work associated with services not included in this agreement or overages of the quantities outlined in this agreement.
10. **Client** accepts that material testing services provided by PEC are on an on-call, as-needed basis. Continuous materials testing is not part of this agreement.
11. **Client** acknowledges that the test results provided are relative to the date and time in which the test was conducted and to the relative location described in the report.

G. **Exclusions**

1. Entrance into a permit-required or non-permit required Confined Space.
2. GPS Data Collection for GIS Mapping of site civil infrastructure (additional services that can be provided by PEC).

3. Any Materials Testing Services not specifically referenced in the Scope of Services listed above.
4. Laboratory testing on concrete cylinders and beams – Tests will be conducted using City staff/equipment.
5. Construction Staking (additional services that can be provided by PEC).
6. Geotechnical Subsurface Investigation (additional services that can be provided by PEC).
7. Record Drawings in any other format than Red-Line Drawings,
8. Testing for Sanitary Sewer pressure, simulated flow, pipe deflection, video recording and log, manhole vacuum testing.
9. Final size of thrust blocks
10. Storm Water Sewer video recording and log.
11. Water Quality and Pressure Testing.
12. NPDES permit, environmental assessments/clearances, or SWPPP review, inspection, and documentation.
13. Transcribing and distribution of Pre-Construction, Progress, or Coordination Meeting Notes.
14. Permit fees.
15. **Inspection of contractor activities other than a single shift between 7:00AM and 6:00PM Monday through Friday.**
16. **Work on Saturdays, Sundays, City holidays.** If the contractor is granted permission to work on these days, staff may be available for construction services (inspection and materials testing) but this work or any work beyond the single shift described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.

KLBIP N. Bound 14th Ave. Bridge Replacement - Cost Budget

Available Funds:

KDOT Funding	\$	7,000,000.00	NOTE 1
City GOB	\$	2,190,000.00	
		<hr/>	
Total Funding	\$	9,190,000.00	

Project Costs:

	KDOT Participating ^{NOTE 1}	Non-Participating ^{NOTE 2}	TOTAL
PEC - Design		\$ 786,450.00	\$ 786,450.00
King Construcion Co., Inc. - Bridge Const.	\$ 5,769,509.48	\$ 1,018,148.73	\$ 6,787,658.21
J'Dubs Welding & Insp., LLC - Bridge Handrailing	\$ 108,172.02	\$ 19,449.18	\$ 127,621.20
Marquez - Tract #1 TCE		\$ 500.00	\$ 500.00
Noller - Tract #2 TCE & ROW		\$ 2,700.00	\$ 2,700.00
PEC - Inspection	\$ 801,227.00	\$ 141,393.00	\$ 942,620.00
	<hr/>	<hr/>	<hr/>
Total of known Costs	\$ 6,678,908.50	\$ 1,968,640.91	\$ 8,647,549.41

POSSIBLE FUTURE COSTS

J'Dubs Welding & Insp., LLC - Hub Guard Railing	\$ 106,250.00	\$ 18,750.00	\$ 125,000.00
City Crews - Lighting	\$ 63,750.00	\$ 11,250.00	\$ 75,000.00
Contingency on Construction	\$ 151,091.50	\$ 26,663.20	\$ 177,754.70
	<hr/>	<hr/>	<hr/>
PROJECTED TOTALS incl. future work for the bridge completion	\$ 7,000,000.00	\$ 2,025,304.11	\$ 9,025,304.11

NOTE 1: KDOT Will Fund 85% of Participating Costs of Constrcution and Construction Engineering (CE), not to exceed \$7,000,000.00

NOTE 2: City will Fund 15% of Partcipating Costs of Constrcution and CE until KDOTS funding limit is reached. 100% of Participating Costs of Construction and CE after KDOT's funding limit. 100% of Non-Participating Costs, Preliminary Engineering (PE), Right-of-Way (RW), and Utility adjustments.



Memorandum

To: Dodge City Commission
From: Director of Administrative Services, Ryan Reid/Presented by Corey Keller
Date: 2025 12 08
Subject: Trucks Utilities
Agenda Item: New Business

Purpose:

To purchase new pickup trucks for Public Works to improve service delivery of personnel and materials to meet mission goals.

Recommendation:

Staff recommends purchasing the following vehicles from the following vendors. See bid tabs for more specifics.

Lewis Chevrolet

(2) 2026 ½ ton 1500 \$94,520

Lopp Motors

(1) 2026 2500 double cab with box \$79,406

These vehicles are budgeted and meet specs. Both vendors are local.

Older vehicles will be sold at auction or moved to upgrade existing uses (see attachments).

City Commission Options:

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

Financial Considerations:

Amount \$173,926.00

Funds:

X__ Budgeted Expense __ Grant __ Bonds __ Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: Bid tab

Approved for the Agenda by:

Ryan Reid, Director of Administrative Services

2025 12
Trucks Bid Tab

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Each \$</u>	<u>Quant</u>	<u>Sub</u>	<u>Notes</u>
Lewis Chevrolet	chevy 1/2 ton 1500	public works	\$ 47,260.00	2	\$ 94,520.00	Local bid, meets specs, 120 days
Lopp Motors	1/2 ton 2026 ram 1500	public works	\$ 47,929.00	2	\$ 95,858.00	
charlie clark	gmc sierra 1500	public works	\$ 65,077.83	2	\$ 130,155.66	
Serra	chevy 1/2 ton 1500	public works	\$ 46,680.00	2	\$ 93,360.00	
Lopp Motors	3/4 ton 4x4 crew cab with box	public works	\$ 81,022.00	1	\$ 81,022.00	
Lewis Chevrolet	Chevy 2500 4x4 double cab	public works	\$ 79,406.00	1	\$ 79,406.00	low bid, meets specs

Total by Vendor

Lewis Chevrolet	\$	94,520.00
Lopp	\$	79,406.00

Total Total
\$ 173,926.00



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: December 15, 2025

Subject: Approval of MOU and Facilities Use Agreement for Cavalier Field for Dodge City Community College

Agenda Item: New Business

Purpose: To ensure that the City and its community partners share a clear understanding regarding facility amenities, payment obligations, and the use of facilities by outside entities.

Recommendation: Staff recommends approval of both the Memorandum of Understanding for funding the Cavalier Field infield turf project and the Facilities Use Agreement with Dodge City Community College (DCCC) for usage of Cavalier Field.

Background: In March 2025, CFAB, the County Commission, and the City Commission approved the installation of new turf on the infield at Cavalier Field. As part of that approval, Dodge City Community College agreed to contribute \$150,000 toward the total project cost of \$335,575.00. In return, the DCCC baseball team will have access to use Cavalier Field and its associated amenities for practices and games throughout the life of the turf.

DCCC provided a formal letter of intent committing to three installment payments of \$50,000 each, to be made annually from 2025 through 2027.

The Facilities Use Agreement outlines which facilities are available for each entity's use as well as the terms and expectations for DCCC when using these sports facilities. The agreement renews automatically each year on June 1 unless terminated by either party.

City Commission Options:

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

Financial Considerations: DCCC will contribute \$150,000 in three annual installments, as agreed, to support the turf project and secure continued use of Cavalier Field.

Legal Considerations: Legal staff have reviewed and revised all documents and have no concerns at this time.

Mission/Values: These agreements support the City's mission to collaborate with community partners and enhance Dodge City as the best place to live and work.

Attachments: Memorandum of Understanding
DCCC Letter of Intent

Facilities Use Agreement

Approved for the Agenda by:

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

Daniel Cecil, Parks and Recreation Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DODGE CITY
AND
DODGE CITY COMMUNITY COLLEGE**

This **MEMORANDUM OF UNDERSTANDING** (this “**MEMORANDUM**”) is made and entered into by and between the **CITY OF DODGE CITY, KANSAS** (the “**CITY**”), a municipal corporation and **DODGE CITY COMMUNITY COLLEGE** (the “**COLLEGE**”), an educational organization operating in Dodge City, Kansas (collectively the “**Parties**”).

WHEREAS, the City is the owner of a recreation facility commonly known as Cavalier Field located on the former St. Mary of the Plains Campus (hereinafter, “**Facility**”); and,

WHEREAS, the College regularly utilizes the Facility for its baseball program and the City regularly utilizes the Facility for youth and adult programs; and,

WHEREAS, in 2014 the Facility was converted from dirt to turf to enhance playability and extend the baseball season; and,

WHEREAS, the turf installed in 2014 has completed its useful lifespan and the Facility requires installation of new turf; and,

WHEREAS, the College has agreed to share the expense of the purchase and installation of the turf, subject to the terms and conditions contained herein; and,

WHEREAS, the City has obtained a proposal from Mid America Sports Construction to replace the turf at the Facility;

NOW, THEREFORE, the Parties do hereby enter into this Memorandum of Understanding and agree as follows:

THE COLLEGE AGREES TO:

1. Provide funding to the City in a total amount of one hundred fifty thousand dollars (\$150,000.00) to be paid in three equal annual installments of fifty thousand dollars (\$50,000.00).
2. The first payment shall be due and owing upon execution of this agreement. Subsequent payments shall be due June 1, 2026 and June 1, 2027.

3. Continue to abide by the terms and conditions set forth in the Facilities Use Agreement executed November 2025 and any subsequent Facilities Use Agreement executed by both Parties.

THE CITY AGREES TO:

1. Provide funding for the cost of turf replacement for the Facility in excess of the College's contribution described above, except that the City's provision of funding shall not exceed the amount approved by the City Commission of three hundred thirty-five thousand five hundred seventy-five dollars (\$335,575.00) without further Commission approval.
2. Continue providing free use for the College of Cavalier Field pursuant to the currently effective Facilities Use Agreement and abide by the terms of any subsequent updated Facilities Use Agreement executed by both Parties.
3. Facilitate replacement of turf in the Facility, including ensuring proper placement of desired design elements including College branding as follows:
 - a. A Conquistador Head behind home plate;
 - b. The word "Conquistadors" down the first base line; and
 - c. The words "Cavalier Field" placed down the third base line.

All College logos, fonts, and service marks shall be the logos, fonts, and service marks provided by the College's Athletic Department.

THE PARTIES AGREE:

1. That any disagreements regarding this Memorandum will be discussed immediately between the City Manager and the President of the College's Board before the City Manager makes a final determination of the issue.
2. This Memorandum may be amended, extended, or terminated at any time following discussions with the College's Board and approval by the City Commission.
3. Approval of this Memorandum and any subsequent agreement between the Parties is contingent upon the approval of each entities governing body, namely: for the City, the City Commission, and for the College, the Board of Trustees.

Signature page to follow.

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

CITY OF DODGE CITY, KANSAS
a Municipal Corporation

by: _____
Jeffrey J. Reinert, Mayor

ATTEST:

by: _____
Connie Marquez, City Clerk

DATED this ____ day of _____, 2025.

Dodge City Community College, Inc.

by: Kathy Ramsour
Kathy Ramsour, Board Vice Chair

DATED this 11 day of November, 2025.

ATTEST:
by: Renee A. Allen
Renee A. Allen, Clerk of the Board



DODGE CITY
COMMUNITY COLLEGE

P: 620.225.1321
T: 800.367.3222

E: about@dc3.edu
dc3.edu

2501 N. 14th Ave.
Dodge City, KS 67801

March 27, 2025

Daniel Cecil
Parks Director
City of Dodge City
100 Chaffin Road
Dodge City, KS 67801

Dear Daniel:

Let this letter serve as proof of the intent of Dodge City Community College to provide funding to the City of Dodge City for the replacement of the infield turf at Cavalier Field in the amount of \$150,000.00. This funding is contingent upon the approval of the Dodge City Community College's Board of Trustees.

As part of this project, the College understands that there will be College branding on the new turf, to include a Conquistador Head behind home plate, the word "Conquistadors" is to be placed down the first base line, and "Cavalier Field" is to be placed down the third base line. All logos, fonts and service marks will be provided by the College's Athletic department.

The College would prefer to make three equal installments of \$50,000.00, payable in the month following Board approval. It is anticipated this will go to the Board of Trustees in May, and the first payment could be made in June. Subsequent payments would be made in June 2026 and June 2027.

If we can be of further assistance, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Jeff Cermin".

Jeff Cermin
VP of Administration & Finance/CFO
Dodge City Community College

FACILITIES USE AGREEMENT

THIS Facilities Use Agreement (this "Agreement") is made and entered into on this 11th day of November 2025, by and between the City of Dodge City, Kansas (the "City") and Dodge City Community College ("DCCC").

1. DCCC shall make available to and permit use by the City and its designated agents the following buildings and grounds (the "Facilities"):

- DCCC Student Activity Center
- DCCC Practice Gym
- DCCC Football/Soccer Practice Field

provided, however, DCCC shall have the sole and exclusive right to designate the areas on the grounds and in the aforesaid buildings which may be used.

2. The City shall have a prior right to schedule and use such Facilities, provided such use is scheduled at least four (4) weeks in advance; provided, further that the Facilities are not needed for DCCC's activities. All such scheduling shall be made through the Athletic Director or such other personnel as specifically authorized by DCCC to effect any such scheduling; provided further, that the Athletic Director may cancel previously scheduled use of the Facilities if adequate custodial services are not available.
3. The Athletic Director shall be responsible for securing a custodian or other DCCC personnel who shall be present in the Facilities during the City activities and use of a particular building, and who shall (a) have the Facilities open at the time of intended use; (b) have the Facilities in usable condition; (c) close the Facilities and turnoff utilities, where necessary, at end of activity; and (d) perform necessary custodial work at end of each such City activity.
4. (a) The City shall provide an adult program supervisor for all City use of DCCC Facilities. All wages and costs for the supervisor shall be the responsibility of the City. (b) It shall be the responsibility of the City and its program supervisors to familiarize themselves with and adhere to and enforce compliance with DCCC rules and regulations for the use of the Facilities.
5. For use of the Facilities as aforesaid, the City shall be responsible for reimbursement to DCCC of expenses for all custodial time where services are provided on holidays, weekends or at times outside normal work hours for custodial personnel, but not for custodial services provided during the course of a regular work schedule except where extra duty or overtime is required directly related to a City event. Reimbursement shall be based upon the normal rate custodial staff are paid under current DCCC policies.

6. The City shall make available to and permit use by DCCC in its normal physical education and extracurricular athletic programs, subject to adequate advance scheduling, certain recreational facilities ("City Facilities") over which the City has control:

- Thurow Park
- St. Mary Soccer Fields
- Youth Complex
- Legends Park
- Cavalier Field

The Parties agree DCCC's use of City Facilities is subject to the following:

- a) The City shall have the sole and exclusive right to designate the City Facilities which may be used by DCCC
 - b) The City Parks and Recreation Director, or designee, may cancel a previously scheduled use in the event of adverse weather conditions where use of the City Facility would result in damage thereto.
 - c) For use of City Facilities, DCCC shall be responsible for reimbursement of maintenance expenses for all staff hours where maintenance hours are provided on holidays, weekends or at times outside normal work hours for maintenance personnel, but not for maintenance services provided during the course of a regular work schedule except where extra duty or overtime is required directly related to a DCCC event. Reimbursement shall be based upon the normal rate maintenance staff are paid under current City policies.
 - d) During its use of City Facilities, DCCC shall not permit use of metal cleats, except that use of metal cleats shall be permitted during games played against teams opposing DCCC.
 - e) During its use of City Facilities, DCCC shall not permit consumption of sunflower seeds.
 - f) DCCC shall ensure proper closing and security protocols are followed after its use of City Facilities, i.e., ensuring gates are locked and keys are in possession of approved personnel. It is DCCC's responsibility to ensure all doors and gates are locked upon conclusion of its use of City Facilities.
 - g) In coordination with and under the direction of the Parks Director, DCCC shall spread infill as needed in high-use areas of City Facility fields.
 - h) During its use of City Facilities, DCCC shall ensure its users conduct themselves in a professional and courteous manner at all times. This includes but is not limited to respectful interactions with other users, officials, and spectators. Any behavior deemed disrespectful, disruptive, or abusive towards others will not be tolerated. The City reserves the right to take appropriate actions, including but not limited to revoking access privileges, in response to any violations of this conduct policy.
 - i) The City will provide DCCC with two (2) sets of keys, which DCCC agrees to keep secure and not allow copying without prior written approval by the Parks Director.
 - j) DCCC shall ensure no third parties access City Facilities during DCCC's use thereof. If unauthorized parties access City Facilities as a result of DCCC's use thereof, DCCC shall report their presence immediately to the City.
8. No user fees or other charges for use of the respective facilities by either party shall be made except as provided herein.

9. The City and DCCC shall each be liable to the other entity and responsible for any and all damages, reasonable wear, and action of the elements excepted, to property occasioned during or as a result of respective facilities as herein contemplated.
10. The parties hereto shall appoint representatives to meet, discuss, clarify, and establish all policies and details for operation of the programs and use of the respective facilities, all in accordance with the terms and intent of this Agreement. Any such agreements and policies shall be reduced to writing, and shall be deemed binding when approved by the chief executive officer of each party, provided, that any such written agreement, rule, regulation, or policy shall be subject to rejection and/or revocation by the governing body of each party hereto.
11. The initial term of this Agreement shall be one (1) year, or the 2025-2026 school year, ending May 31, 2026. The term shall be deemed automatically renewed from year to year thereafter, until and unless terminated by either party hereto upon written notice given in advance of the expiration of the then current term of the then-current Agreement.
12. Either party hereto may terminate this Agreement for any reason upon sixty (60) days advance written notice to such effect given to the non-terminating party.
13. This Agreement is personal between the parties hereto and shall in no event be assigned, in whole or in part.
14. This Agreement shall supersede and replace all other Facility Use Agreements existing and currently in force between the City and DCCC.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Jeffery J. Reinert, Mayor

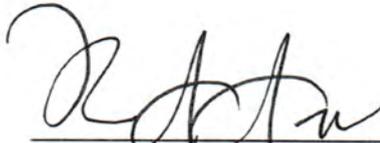
ATTEST:

Connie Marquez, City Clerk

DODGE CITY COMMUNITY COLLEGE

By: 
Kathy Ramsour, Vice Chair

ATTEST:


Renee Allen, Clerk for the Board



Memorandum

To: City Commission

From: Kevin Israel, Director of Facilities

Date: 12-15-2025

Subject: Request for approval of bids for DCPD Carpet replacement

Agenda Item: New Business

Recommendation:

Staff requests approval of the bid from Guthrie Floor Covering for \$46,327.00 to replace the carpet in the common areas of the Dodge City Police Department.

Over the past 15 years, the carpeting has experienced significant deterioration, including staining, fraying, and uneven surfaces. These conditions not only diminish the professional appearance of the facility but also present potential safety concerns.

Background:

The flooring within the Dodge City Police Department is more than 15 years old and needs replacement. The common area flooring was not included in the 2025 remodel of the Detective Bureau, leaving these high-traffic areas outdated and worn.

Justification:

Replacing the carpet will improve walking-surface safety, enhance the overall appearance of the facility, and reduce long-term maintenance costs. The materials included in the preferred bid offer improved durability and ease of care compared to the existing flooring.

Financial Considerations:

Guthrie Floor Covering submitted the higher of the two bids, with a cost difference of \$2,257.86. The DCPD committee recommends selecting the higher cost bid due to superior appearance, durability, and the comprehensive removal and installation plan offered by Guthrie Floor Covering. Funding for this project is budgeted within the General Fund under General Building Maintenance.

Purpose/Mission:

This purchase supports the City's core value of continuous improvement within the community.

Legal Considerations:

There are no legal concerns associated with this purchase.

Attachments:

- Bid from Guthrie Floor Covering
- Bid from Davis Salisbury Floorcovering

J. SEA FLOORING, INC
d/b/a Davis Salsbury Floorcovering
300 W. McArtor Rd.
Dodge City, KS 67801

Estimate

Date	Estimate #
10/28/2025	145399

Name / Address
City of Dodge City 806 Second Dodge City, Ks. 67801

Project	Phone Number	Fax	Work Number	Cell Number
	225-8170 Jennifer		Kurt cell 339-0328	
Item	Description			Total
	Police Dept. Update - 110 W Spruce			
Luxury Vinyl Tile	Shaw Philadelphia Commercial Style: Novara Color: TBD, for all hallways			9,112.84
Carpet Tile	Shaw Contract Style: Disperse: TBD, for all office areas			13,808.45
Carpet Tile	Shaw Philadelphia Commercial Style: Traverse Color: Graphite, Walk-off carpet tile for 2 hallway entries			667.89
Glue	Glue for LVP			627.75
Glue	Glue for Carpet tile			481.79
Primer	Primer			494.10
Cove Base	Mannington Burke Vinyl Cove Base 4" Color TBD			1,512.00
Cove Base Tube SS4	Cove Base Tube			401.76
Metal	Metal Transitions			56.30
Embossing Leveler	Embossing Leveler			1,215.00
Supplies	Installation Supplies			151.11
Freight	Freight and Fuel Surcharge			2,091.96
Labor	Labor to remove existing flooring and cove base and install new in areas listed above			13,448.19
	Customer will be responsible for moving all furniture and office equipment.			
Subtotal				\$44,069.14

IF AN ESTIMATE IS ACCEPTED A SIGNATURE IS REQUIRED AND ALL MATERIALS ARE PAID FOR PRIOR TO ORDERS BEING PLACED

THIS ESTIMATE MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Sales Tax (9.0%)	\$0.00
Total	\$44,069.14

Signature _____

Phone #	Fax #
620-227-6471	620-227-7923



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: December 15, 2025
Subject: San Jose Street Reconstruction, ST 2510
Agenda Item: New Business

Purpose: The purpose of this project is to reconstruct San Jose Street from the Gibson's Mall driveway to the Cavalier Field parking lot on St. Mary's Campus. The existing asphalt pavement will be removed and will be replaced with a new 7" NRDJ concrete street. This project will also include the installation of a watermain to improve flow and circulation on Campus as well as significant storm water improvements.

Recommendation: Approve the bid from Building Solutions, LLC to complete this reconstruction project in the amount of \$881,290.00. The engineer's estimate for the project was \$990,660.50.

Background: San Jose Street, which provides access to the St. Mary's Campus, has required reconstruction for many years, but adequate funding had not been available. It has held the lowest PCI rating of all asphalt streets for the past eight years. With the passage of the 0.5% Street Sales Tax, the City now has the resources necessary to fully reconstruct the roadway.

In addition to installing a new street pavement, the project will address a recurring winter stagnant water issue caused by inadequate flow and circulation on campus. Completing a new watermain loop will eliminate this problem. The existing roadway relies on open ditches for stormwater conveyance. The reconstructed street will include curb and gutter and a new underground storm sewer system tied into an improved section of the existing storm network. A multi-use trail section is also planned to be constructed from the YMCA parking lot to Ave. A.

City Commission Options:

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

Financial Considerations:

Amount \$: 881,290.00.00

Funds: Street Sales Tax Fund & CIP Water Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this bid from Building Solutions, LLC the City will enter a contract with Building Solutions, LLC and be responsible to make payments to Building Solutions, LLC for completed work.

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

Attachments: Bid Tab & Partial Plan Set.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: San Jose Street Reconstruction

PROJECT #: ST 2510

BID DATE: 02/11/25

CONTRACTOR:	
Building Solutions, LLC	
ADDRESS:	
11106 Saddle Rd.	
CITY:	Dodge City
STATE:	Kansas
ZIP:	67801

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
EXISTING CONDITIONS & DEMOLITION					
1	Mobilization	LS	1	\$90,000.00	\$ 90,000.00
2	Construction Staking	LS	1	\$18,000.00	\$ 18,000.00
3	Removal Of Existing Structures	LS	1	\$20,000.00	\$ 20,000.00
4	Asphalt Excavation	SY	4,143	\$6.50	\$ 26,929.50
5	Concrete Excavation	SY	472	\$17.50	\$ 8,260.00
STREET CONSTRUCTION					
6	Common Excavation	CY	700	\$10.00	\$ 7,000.00
7	Contractor Furnished Fill (85%)	CY	1,100	\$23.00	\$ 25,300.00
8	6" Fly-Ash Treated Subgrade	SY	4,037	\$8.00	\$ 32,296.00
9	6" Crushed Concrete Subgrade	SY	1,054	\$18.50	\$ 19,499.00
10	6" (AE) NRDJ PCC Pavement	SY	92	\$53.00	\$ 4,876.00
11	7" (AE) NRDJ PCC Pavement	SY	4,038	\$60.00	\$ 242,280.00
12	7" (AE) NRDJ PCC Stamped-Colored Pavement	SY	40	\$110.00	\$ 4,400.00
13	6" PCC Pavement	SY	59	\$50.00	\$ 2,950.00
14	30" Curb & Gutter (All Types)	LF	2,073	\$34.00	\$ 70,482.00
15	4" Concrete Sidewalk	SY	898	\$50.00	\$ 44,900.00
16	6" Concrete Sidewalk	SY	111	\$58.00	\$ 6,438.00
17	6" Concrete Parking Lot	SY	20	\$75.00	\$ 1,500.00
18	Type I Ramp (5.0')	EA	2	\$2,500.00	\$ 5,000.00
19	Type I Ramp (10.0')	EA	2	\$5,000.00	\$ 10,000.00
20	Remove & Relocate Sidewalk Bollard	EA	1	\$1,800.00	\$ 1,800.00
21	Removal Of Existing Pavement Marking	LF	40	\$5.00	\$ 200.00
22	Pavement Markings (4" Yellow Epoxy)	LF	2,482	\$2.25	\$ 5,584.50
23	Pavement Markings (12" Yellow Epoxy)	LF	74	\$6.75	\$ 499.50
24	Pavement Markings (6" White Epoxy)	LF	50	\$5.00	\$ 250.00
25	Pavement Markings (24" White Epoxy)	LF	79	\$35.00	\$ 2,765.00
26	Pavement Markings (Left Turn Arrow)	EA	3	\$375.00	\$ 1,125.00
27	Flashing Crosswalk Beacons	EA	2	\$9,000.00	\$ 18,000.00
WATERLINE CONSTRUCTION					
28	Waterline 8" C-900 PVC	LF	824	\$70.00	\$ 57,680.00
29	Waterline 12" C-900 PVC	LF	65	\$100.00	\$ 6,500.00
30	8" Gate Valve Assembly	EA	4	\$4,000.00	\$ 16,000.00
31	12" Gate Valve Assembly	EA	1	\$7,300.00	\$ 7,300.00
32	8" X 6" Reducer (DIP)	EA	3	\$1,000.00	\$ 3,000.00
33	12" X 8" Cross	EA	1	\$4,300.00	\$ 4,300.00
34	8" Tee (DIP)	EA	1	\$2,000.00	\$ 2,000.00
35	8" - 45° (MJ) Bend	EA	8	\$1,100.00	\$ 8,800.00
36	Connect To Ex. 6" Water Main	EA	3	\$500.00	\$ 1,500.00
37	Connect To Ex. 12" Water Main	EA	2	\$500.00	\$ 1,000.00
38	Install Fire Hydrant Assembly	EA	1	\$10,700.00	\$ 10,700.00
39	Remove Water Valve	EA	1	\$1,200.00	\$ 1,200.00
40	Remove Waterline	LF	84	\$12.50	\$ 1,050.00
41	Remove Existing Fire Hydrant Assembly	EA	1	\$500.00	\$ 500.00
42	2" Water Service	EA	1	\$4,200.00	\$ 4,200.00
43	Raise Valve Box	EA	1	\$300.00	\$ 300.00
STORM SEWER CONSTRUCTION					
44	Curb Inlet (Type 22) (6'X4')	EA	5	\$7,500.00	\$ 37,500.00
45	Junction Box (6'X4')	EA	2	\$7,200.00	\$ 14,400.00

UNIT PRICE	CONTRACT AMOUNT
\$39,400.00	\$ 39,400.00
\$23,900.00	\$ 23,900.00
\$12,500.00	\$ 12,500.00
\$8.50	\$ 35,215.50
\$15.00	\$ 7,080.00
\$12.00	\$ 8,400.00
\$23.50	\$ 25,850.00
\$7.50	\$ 30,277.50
\$13.50	\$ 14,229.00
\$54.75	\$ 5,037.00
\$59.50	\$ 240,261.00
\$110.00	\$ 4,400.00
\$50.00	\$ 2,950.00
\$27.00	\$ 55,971.00
\$45.00	\$ 40,410.00
\$54.00	\$ 5,994.00
\$56.00	\$ 1,120.00
\$1,100.00	\$ 2,200.00
\$1,750.00	\$ 3,500.00
\$700.00	\$ 700.00
\$6.00	\$ 240.00
\$2.50	\$ 6,205.00
\$30.00	\$ 2,220.00
\$5.00	\$ 250.00
\$24.00	\$ 1,896.00
\$350.00	\$ 1,050.00
\$10,000.00	\$ 20,000.00
\$50.00	\$ 41,200.00
\$85.00	\$ 5,525.00
\$3,550.00	\$ 14,200.00
\$5,900.00	\$ 5,900.00
\$600.00	\$ 1,800.00
\$2,400.00	\$ 2,400.00
\$1,200.00	\$ 1,200.00
\$600.00	\$ 4,800.00
\$500.00	\$ 1,500.00
\$1,550.00	\$ 3,100.00
\$10,350.00	\$ 10,350.00
\$1,200.00	\$ 1,200.00
\$12.00	\$ 1,008.00
\$350.00	\$ 350.00
\$4,000.00	\$ 4,000.00
\$250.00	\$ 250.00
\$6,800.00	\$ 34,000.00
\$6,950.00	\$ 13,900.00

CITY OF DODGE CITY, KANSAS
 BID TABULATION

46	Junction Box (10'X4')	EA	1	\$9,600.00	\$ 9,600.00	\$8,300.00	\$ 8,300.00
47	Concrete End Section (18")	EA	1	\$2,400.00	\$ 2,400.00	\$1,000.00	\$ 1,000.00
48	Concrete End Section (30")	EA	1	\$3,600.00	\$ 3,600.00	\$1,325.00	\$ 1,325.00
49	Concrete End Section - Elliptical (30")	EA	1	\$5,500.00	\$ 5,500.00	\$1,475.00	\$ 1,475.00
50	Storm Sewer Pipe (15" RCP)	LF	370	\$55.00	\$ 20,350.00	\$48.00	\$ 17,760.00
51	Storm Sewer Pipe (15" PVC)	LF	11	\$35.00	\$ 385.00	\$95.00	\$ 1,045.00
52	Storm Sewer Pipe (18" RCP)	LF	18	\$58.00	\$ 1,044.00	\$66.75	\$ 1,201.50
53	Storm Sewer Pipe (30" RCP)	LF	383	\$100.00	\$ 38,300.00	\$113.00	\$ 43,279.00
54	Storm Sewer Pipe - Elliptical (30" RCP)	LF	81	\$118.00	\$ 9,558.00	\$179.00	\$ 14,499.00
55	Connect To Ex. 15" PVC Storm Pipe	EA	1	\$2,200.00	\$ 2,200.00	\$750.00	\$ 750.00
56	Flexamat	SF	140	\$20.00	\$ 2,800.00	\$20.00	\$ 2,800.00
SANITARY SEWER CONSTRUCTION							
57	Remove Sanitary Sewer Line	LF	92	\$15.00	\$ 1,380.00	\$12.00	\$ 1,104.00
58	Sanitary Sewer Force Main (2" HDPE)	LF	92	\$35.00	\$ 3,220.00	\$10.00	\$ 920.00
59	Connect To Ex. 2" Force Main	EA	1	\$1,800.00	\$ 1,800.00	\$400.00	\$ 400.00
60	Connect To Ex. 8" Gravity Sewer	EA	1	\$2,000.00	\$ 2,000.00	\$800.00	\$ 800.00
61	Adjust Manhole	EA	1	\$1,500.00	\$ 1,500.00	\$300.00	\$ 300.00
TRAFFIC & EROSION/SEDIMENT CONTROL							
62	Traffic Control	LS	1	\$10,000.00	\$ 10,000.00	\$11,300.00	\$ 11,300.00
63	Permanent Seeding	AC	1	\$8,500.00	\$ 6,205.00	\$8,500.00	\$ 6,205.00
64	Straw Wattle	LF	1,910	\$5.00	\$ 9,550.00	\$5.00	\$ 9,550.00
65	Recycled Rubber Wattle	LF	263	\$8.00	\$ 2,104.00	\$12.50	\$ 3,287.50
66	Rock Ditch Check	EA	1	\$450.00	\$ 450.00	\$8,250.00	\$ 8,250.00
67	Inlet Protection	EA	7	\$350.00	\$ 2,450.00	\$400.00	\$ 2,800.00
68	Construction Entrance	EA	2	\$3,000.00	\$ 6,000.00	\$2,500.00	\$ 5,000.00

EX. CONDITIONS & DEMO	\$ 163,189.50	\$ 118,095.50
STREET	\$ 507,145.00	\$ 473,160.50
WATERLINE	\$ 126,030.00	\$ 98,783.00
STORM SEWER	\$ 147,637.00	\$ 141,334.50
SANITARY SEWER	\$ 9,900.00	\$ 3,524.00
TRAFFIC & EROSION CONTROL	\$ 36,759.00	\$ 46,392.50
TOTAL CONSTRUCTION	\$ 990,660.50	\$ 881,290.00

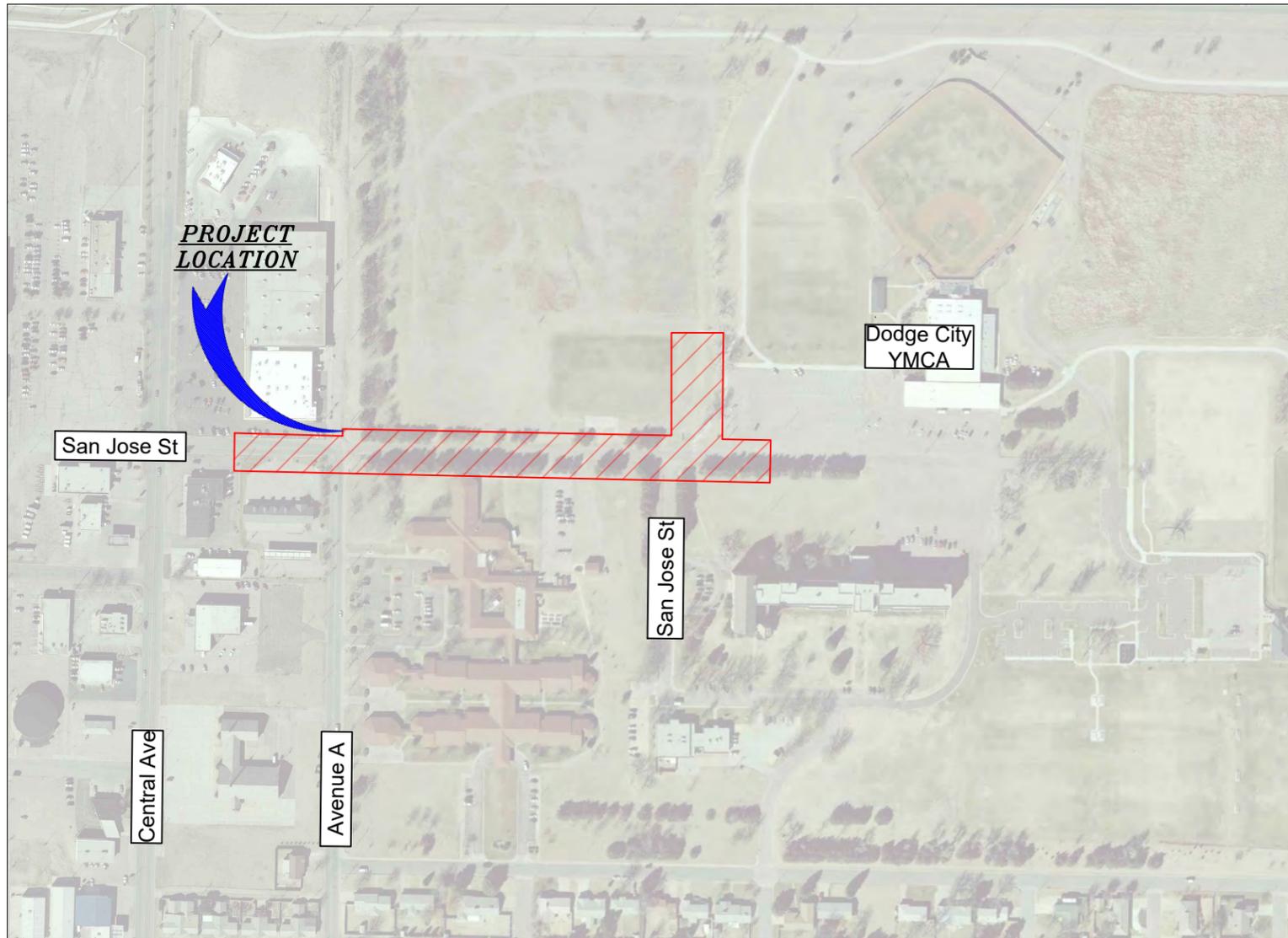
BID 5%
 START DATE 3/16/2026



SAN JOSE STREET RECONSTRUCTION

DODGE CITY, KANSAS

ST 2510



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

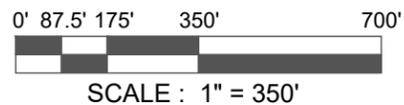
A,T & T Engineering
208 GUNSMOKE,
DODGE CITY, KS. 67801
620-227-4986

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

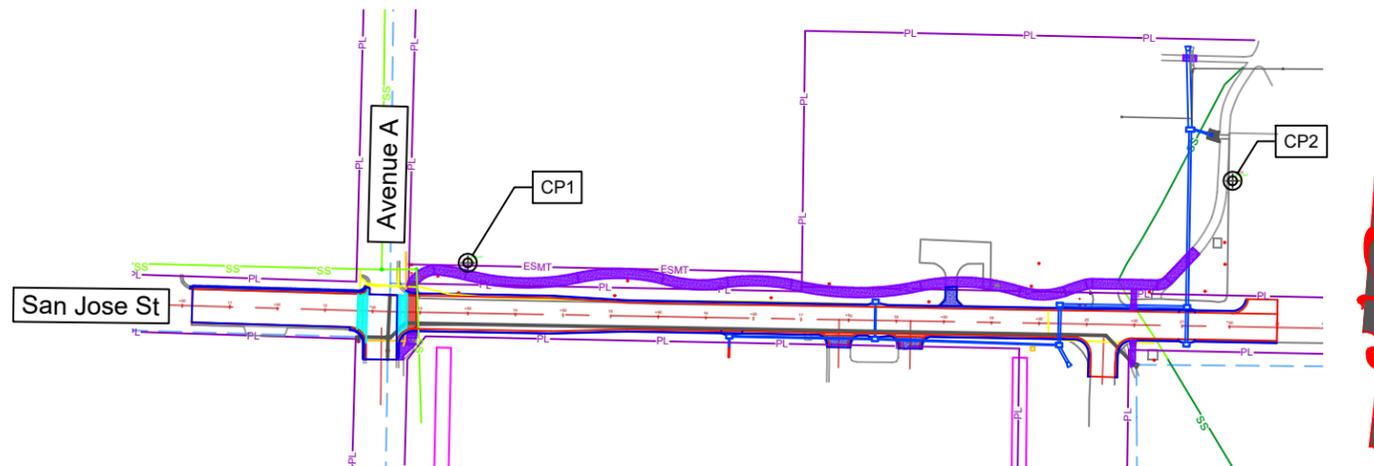
KANSAS ONE-CALL 811

INDEX	
SHEET	TITLE
1	MAP & INDEX
2	PLAN QUANTITIES & SURVEY DATA
3-4	TYPICAL SECTIONS & DETAILS
5	DEMOLITION PLAN
6-8	ROAD IMPROVEMENTS - PLAN & PROFILE
9-10	INTERSECTION DETAILS
11	SIDEWALK GEOMETRICS
12	RAMP DETAILS
13	ENTRANCE DETAILS
14	JOINT LAYOUT
15-17	STORM SEWER IMPROVEMENTS - PLAN & PROFILE
18-21	STORM SEWER DETAILS
22-23	WATERLINE IMPROVEMENTS & DETAILS
24	SANITARY SEWER IMPROVEMENTS
25	PAVEMENT MARKING & SIGNING PLAN
26	PAVEMENT MARKING & SIGNING DETAILS
27	TRAFFIC CONTROL PLAN
28-29	EROSION CONTROL PLAN & DETAILS



DRAWN BY BL	CITY OF DODGE CITY, KANSAS CITY HALL ENGINEERING DEPARTMENT (620) 225-8106	PROJECT NO ST 2510
CHECKED BY TR		SHEET OF 1 29
DATE 7/25		REVISIONS
MAP & INDEX SAN JOSE ST. RECONSTRUCTION SAN JOSE STREET		

ITEM NO	ITEM	UNIT	QTY.
1	MOBILIZATION	LS	1
2	CONSTRUCTION STAKING	LS	1
3	REMOVAL OF EXISTING STRUCTURES	LS	1
4	ASPHALT EXCAVATION	SY	4143
5	CONCRETE EXCAVATION	SY	472
6	COMMON EXCAVATION	CY	200
7	CONTRACTOR FURNISHED FILL (85%)	CY	1100
8	6" FLY-ASH TREATED SUBGRADE	SY	4037
9	6" CRUSHED CONCRETE SUBGRADE	SY	1054
10	6" (AE) NRDJ PCC PAVEMENT	SY	92
11	7" (AE) NRDJ PCC PAVEMENT	SY	4038
12	7" (AE) NRDJ PCC STAMPED-COLORED PAVEMENT	SY	40
13	6" PCC PAVEMENT	SY	59
14	30" CURB & GUTTER (ALL TYPES)	LF	2073
15	4" CONCRETE SIDEWALK	SY	898
16	6" CONCRETE SIDEWALK	SY	111
17	6" CONCRETE PARKING LOT	SY	20
18	TYPE I RAMP (5.0')	EA	2
19	TYPE I RAMP (10.0')	EA	2
20	REMOVE & RELOCATE SIDEWALK BOLLARD	EA	1
21	REMOVAL OF EXISTING PAVEMENT MARKING	LF	40
22	PAVEMENT MARKINGS (4" YELLOW EPOXY)	LF	2482
23	PAVEMENT MARKINGS (12" YELLOW EPOXY)	LF	74
24	PAVEMENT MARKINGS (6" WHITE EPOXY)	LF	50
25	PAVEMENT MARKINGS (12" WHITE EPOXY)	LF	35
26	PAVEMENT MARKINGS (LEFT TURN ARROW)	EA	3
27	FLASHING CROSSWALK BEACONS	EA	2
28	WATERLINE 8" C-900 PVC	LF	824
29	WATERLINE 12" C-900 PVC	LF	65
30	8" GATE VALVE ASSEMBLY	EA	4
31	12" GATE VALVE ASSEMBLY	EA	1
32	8" X 6" REDUCER (DIP)	EA	3
33	12" X 8" CROSS	EA	1
34	8" TEE (DIP)	EA	1
35	8" - 45° (MJ) BEND	EA	8
36	CONNECT TO EX. 6" WATER MAIN	EA	3
37	CONNECT TO EX. 12" WATER MAIN	EA	2
38	INSTALL FIRE HYDRANT ASSEMBLY	EA	1
39	REMOVE WATER VALVE	EA	1
40	REMOVE WATERLINE	LF	84
41	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1
42	CURB INLET (TYPE 22) (6'X4')	EA	5
43	JUNCTION BOX (6'X4')	EA	2
44	JUNCTION BOX (10'X4')	EA	1
45	CONCRETE END SECTION (18")	EA	1
46	CONCRETE END SECTION (30")	EA	1
47	CONCRETE END SECTION - ELLIPTICAL (30")	EA	1
48	STORM SEWER PIPE (15" RCP)	LF	370
49	STORM SEWER PIPE (15" PVC)	LF	11
50	STORM SEWER PIPE (18" RCP)	LF	18
51	STORM SEWER PIPE (30" RCP)	LF	383
52	STORM SEWER PIPE - ELLIPTICAL (30" RCP)	LF	81
53	CONNECT TO EX. 15" PVC STORM PIPE	EA	1
54	FLEXAMAT	SF	140
55	REMOVE SANITARY SEWER LINE	LF	92
56	SANITARY SEWER FORCE MAIN (2" HDPE)	LF	92
57	CONNECT TO EX. 2" FORCE MAIN	EA	1
58	CONNECT TO EX. 8" GRAVITY SEWER	EA	1
59	ADJUST MANHOLE	EA	1
60	TRAFFIC CONTROL	LS	1
61	PERMANENT SEEDING	AC	0.73
62	STRAW WATTLE	LF	1910
63	RECYCLED RUBBER WATTLE	LF	263
64	ROCK DITCH CHECK	EA	1
65	INLET PROTECTION	EA	7
66	CONSTRUCTION ENTRANCE	EA	2

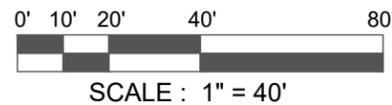
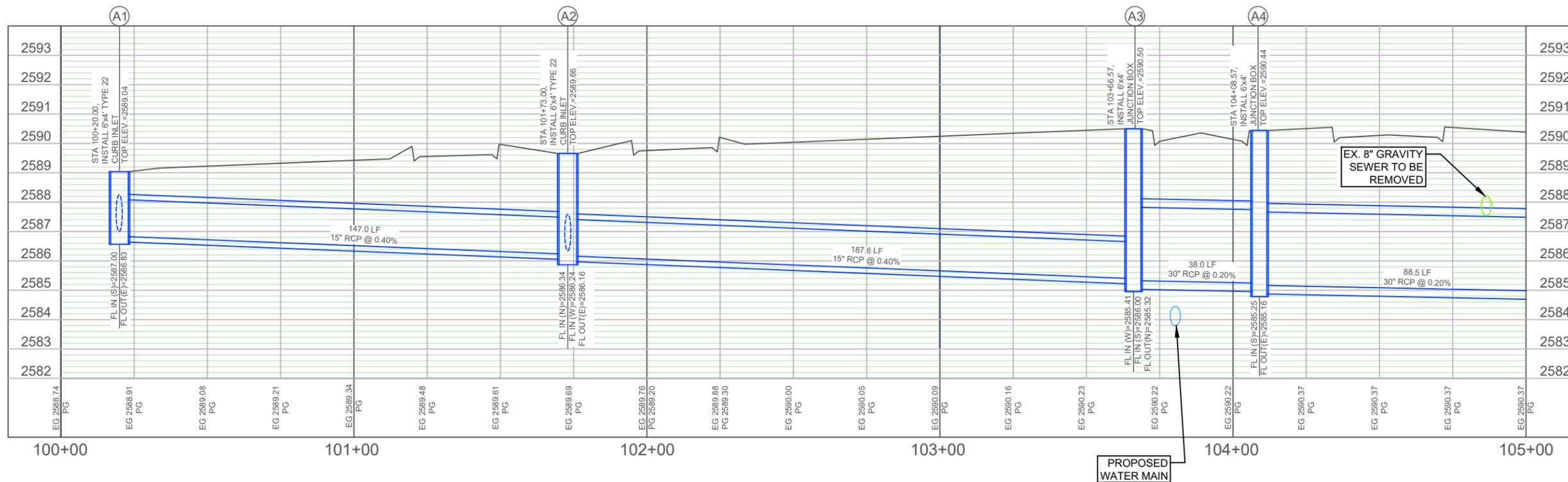
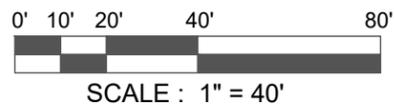
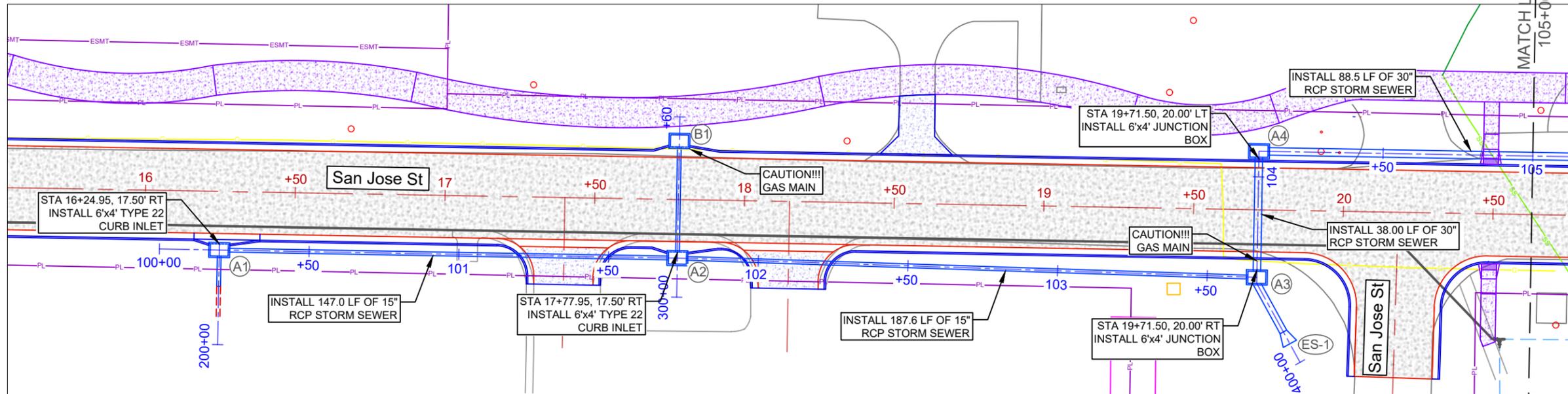


CONTROL POINTS				
POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
CP1	WOODEN STAKE WITH NAIL	1720280.1800	874611.9090	2588.82
CP2	NAIL WITH WASHER IN ASPHALT	1720366.0550	875415.1150	2589.05

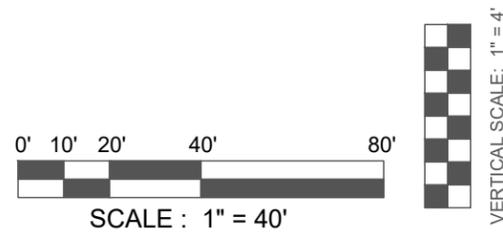
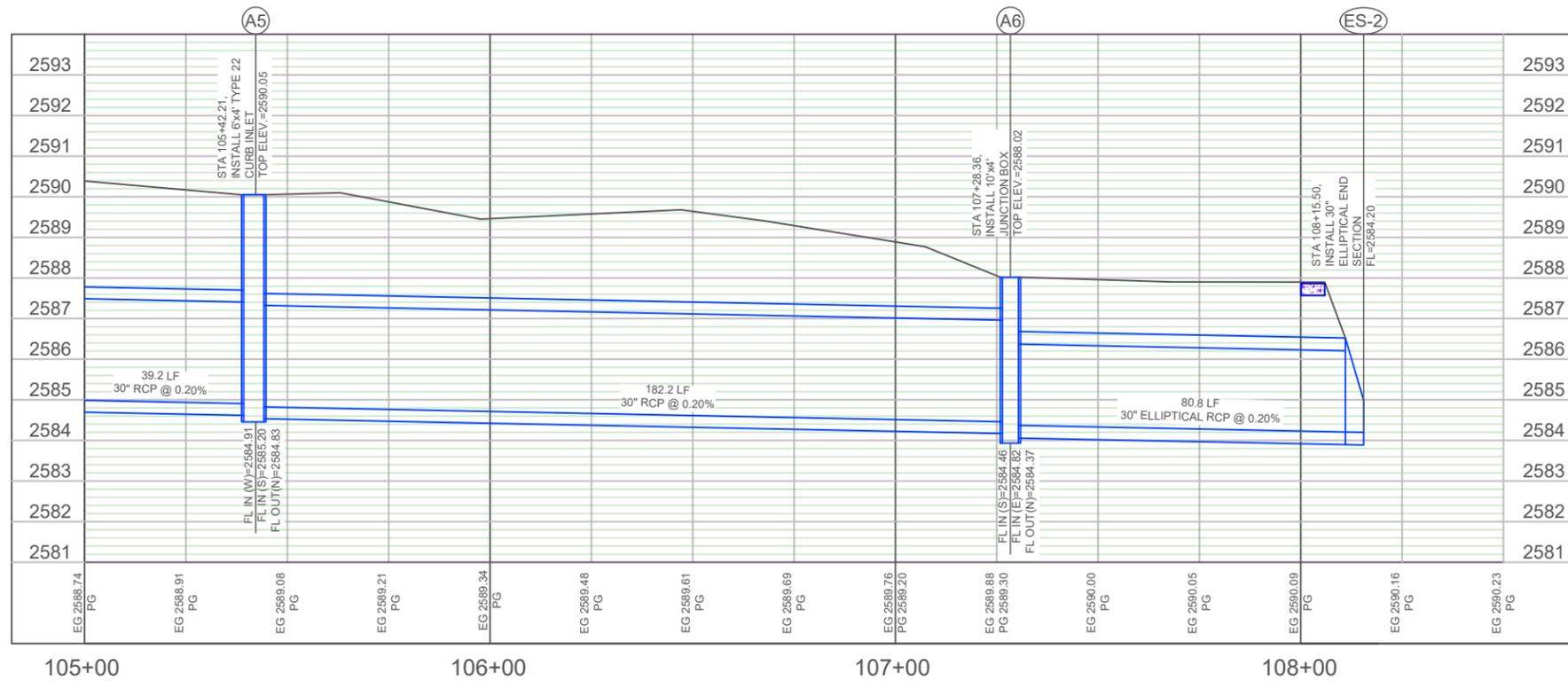
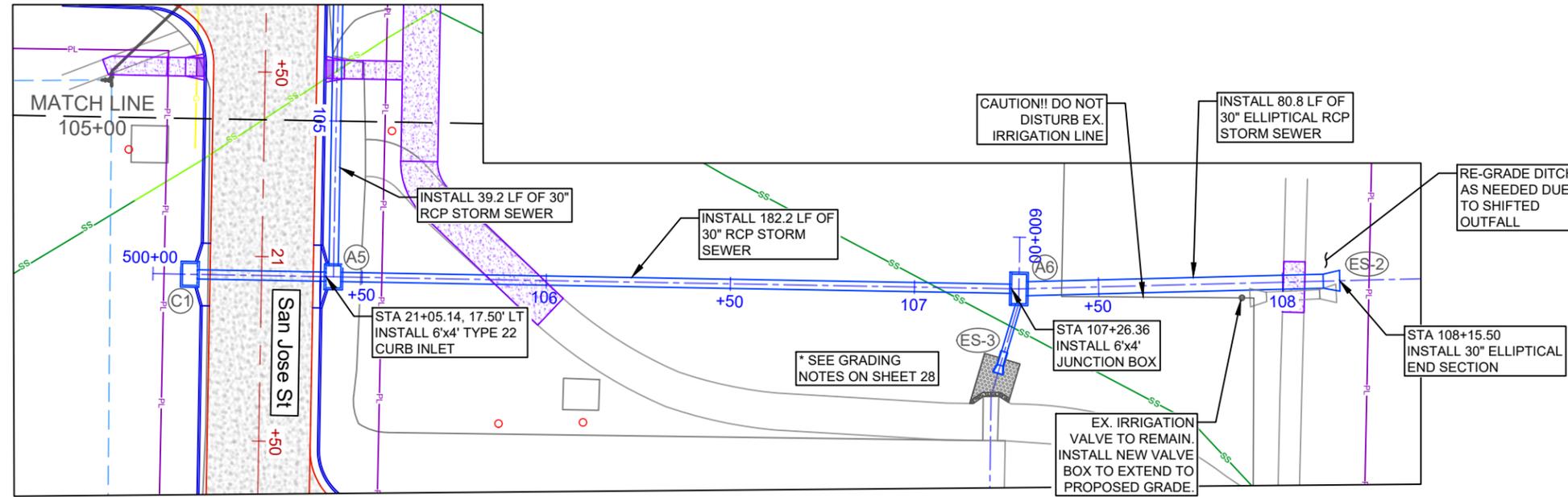
SAN JOSE STREET ALIGNMENT DATA						
POINT	STATION	NORTHING	EASTING	ELEMENT	LENGTH	BEARING
P.O.I.	10+00.00	1720237.0883	874262.0750			
				LINE	278.26	S88°17'49"E
P.O.I.	12+78.26	1720228.8189	874540.2089			
				LINE	1021.74	S88°59'25"E
P.O.I.	23+00	1720210.8145	875561.7935			

STORM SEWER ALIGNMENT DATA						
POINT	STATION	NORTHING	EASTING	ELEMENT	LENGTH	BEARING
P.O.I.	100+00.00	1720203.5652	874866.5087			
				LINE	173.00	S88°59'25"E
P.O.I.	101+73.00	1720200.5167	875039.4820			
				LINE	193.57	S88°06'08"E
P.O.I.	103+66.57	1720194.1066	875232.9480			
				LINE	42.00	N01°00'35"E
P.O.I.	104+08.57	1720236.1001	875233.6881			
				LINE	133.64	S88°59'25"E
P.O.I.	105+42.21	1720233.7452	875367.3046			
				LINE	186.15	N01°00'35"E
P.O.I.	107+28.36	1720419.8691	875370.5848			
				LINE	121.64	N01°27'11"W
P.O.I.	108+50.00	1720541.4678	875367.5000			

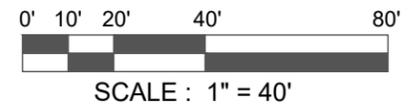
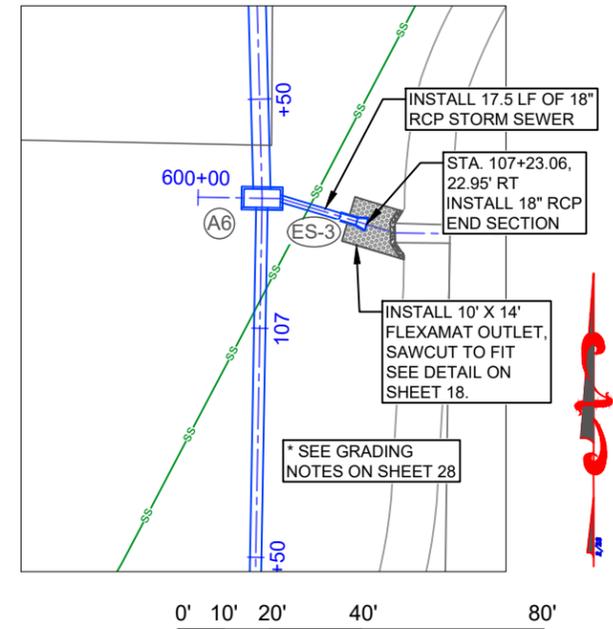
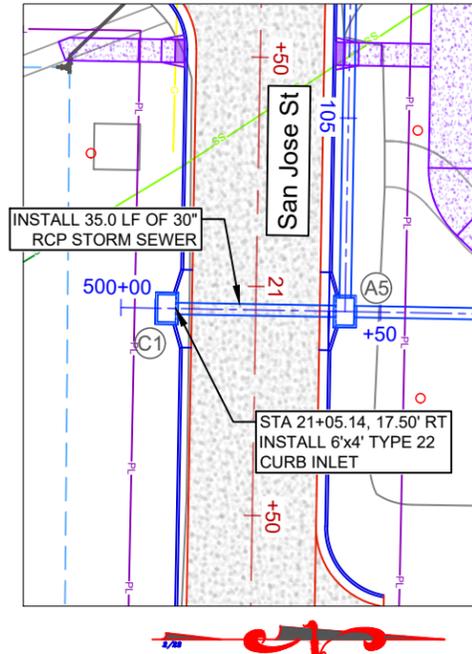
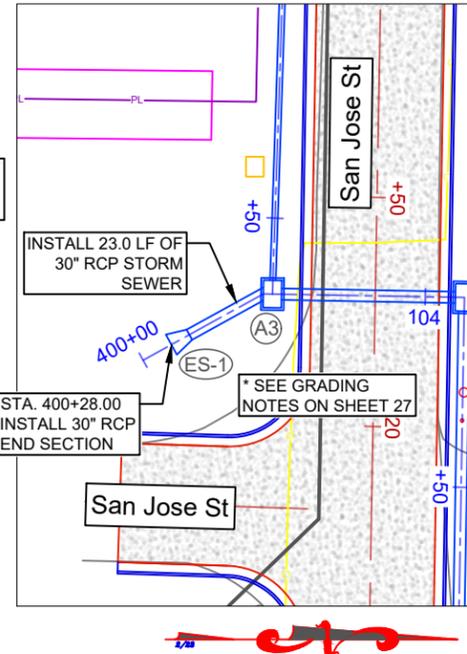
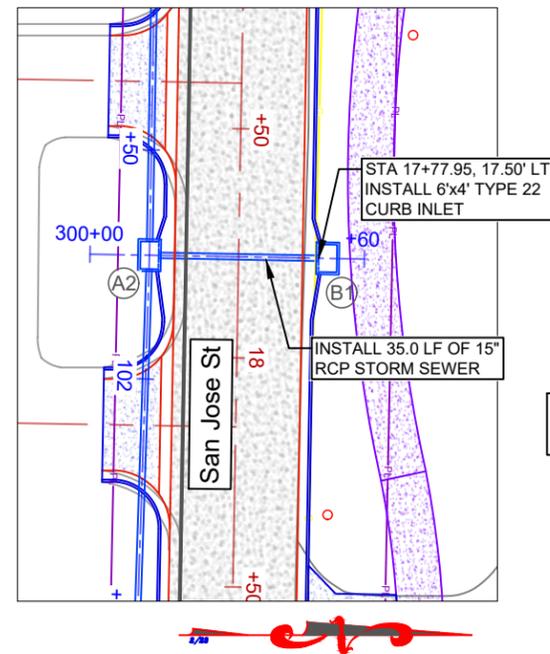
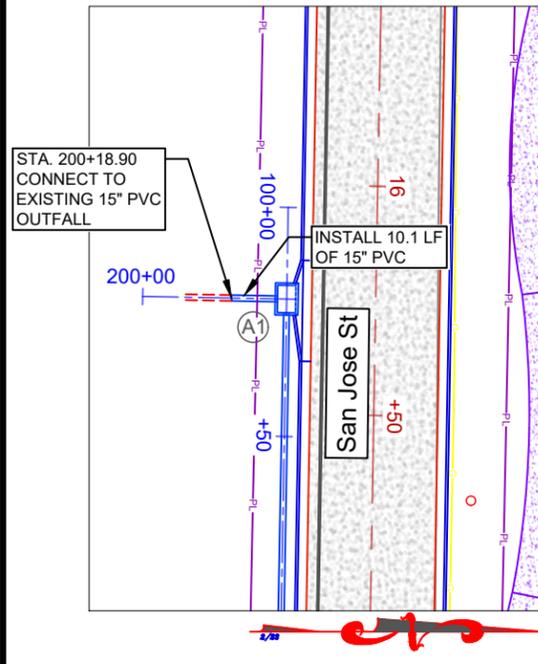
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PLAN QUANTITIES & ALIGNMENT DATA		
SAN JOSE ST. RECONSTRUCTION		
SAN JOSE STREET		



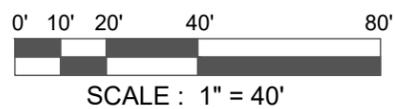
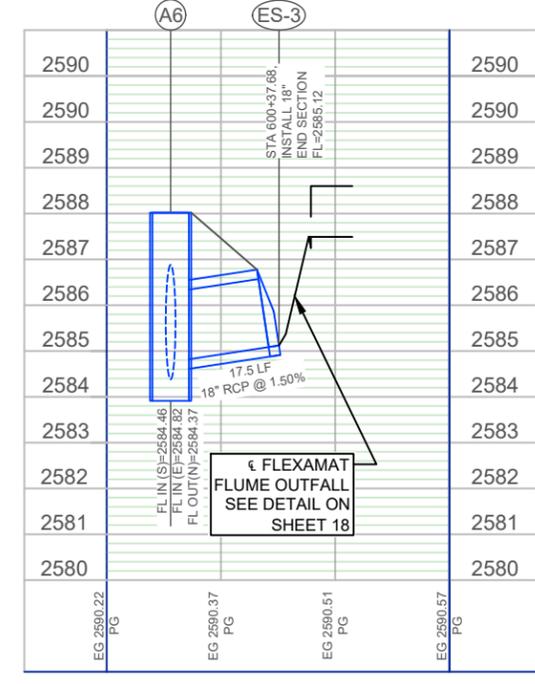
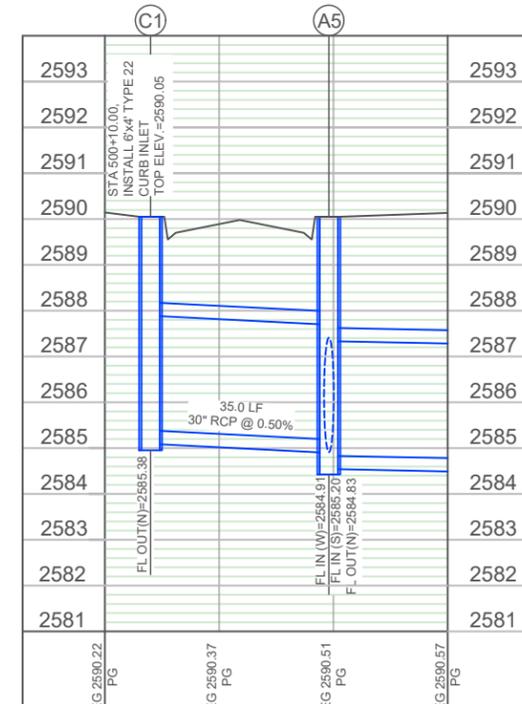
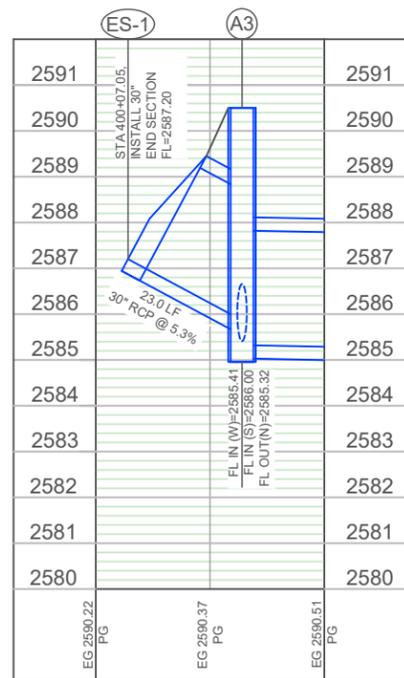
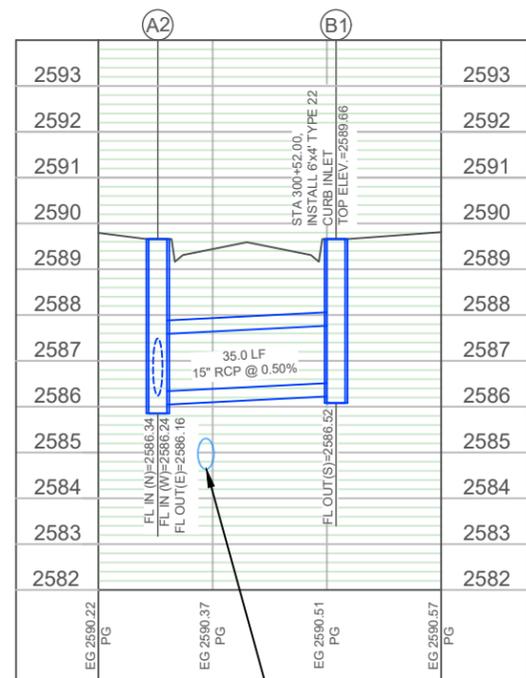
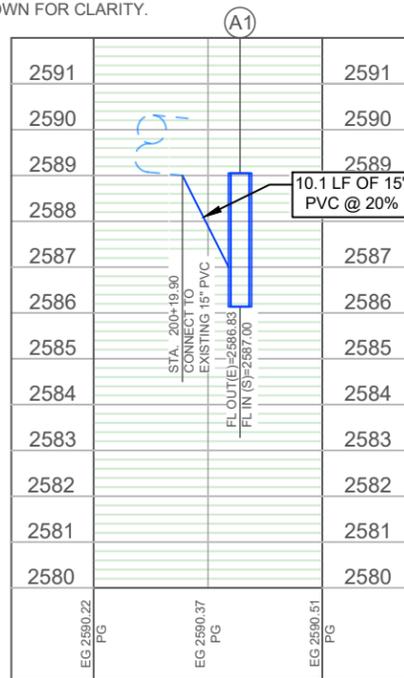
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DATE 7/25	STORM SEWER PLAN & PROFILE 1 SAN JOSE ST. RECONSTRUCTION SAN JOSE STREET	REVISIONS



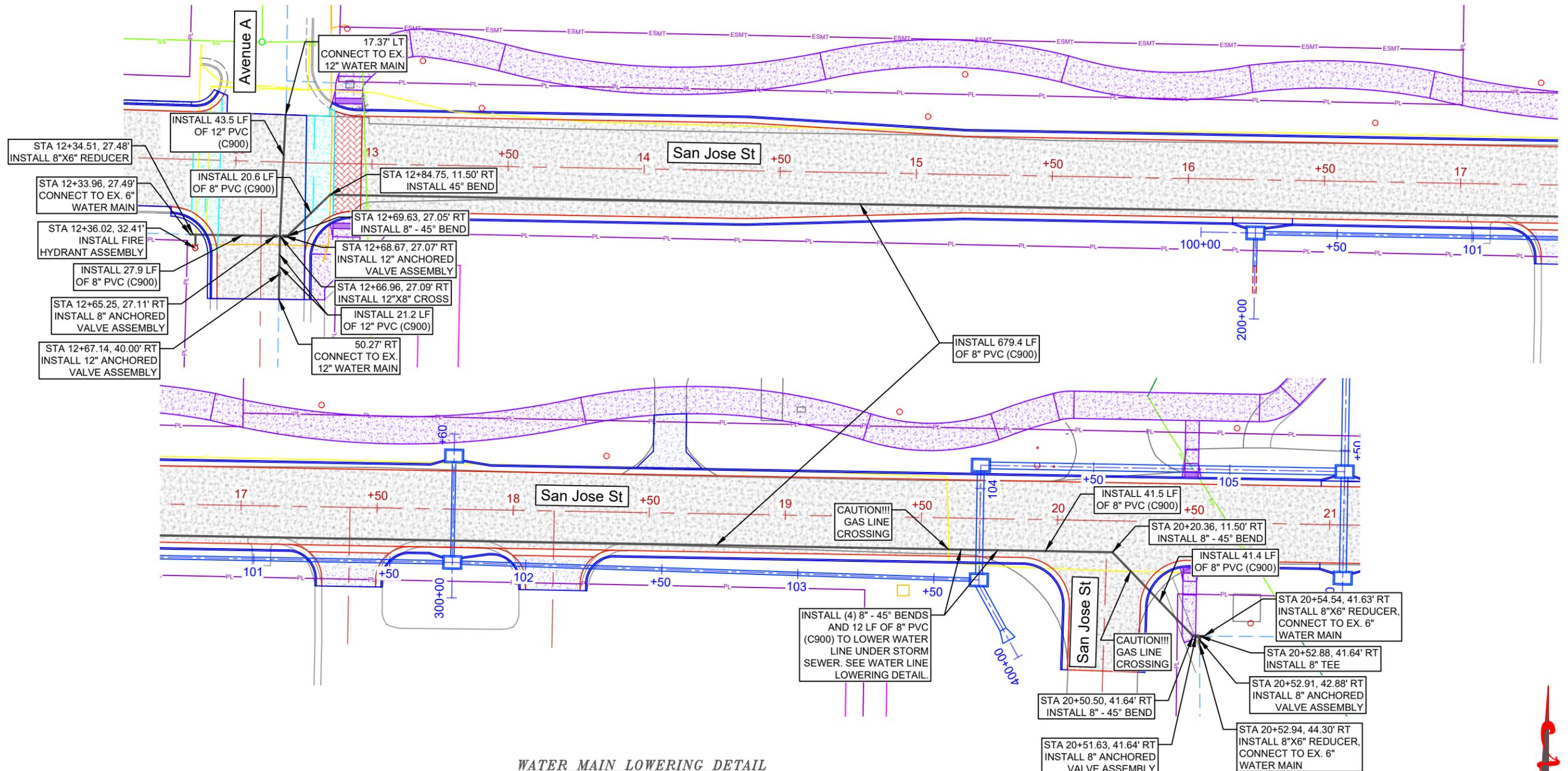
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DATE 7/25	STORM SEWER PLAN & PROFILE 2 SAN JOSE ST. RECONSTRUCTION SAN JOSE STREET	REVISIONS



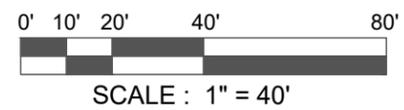
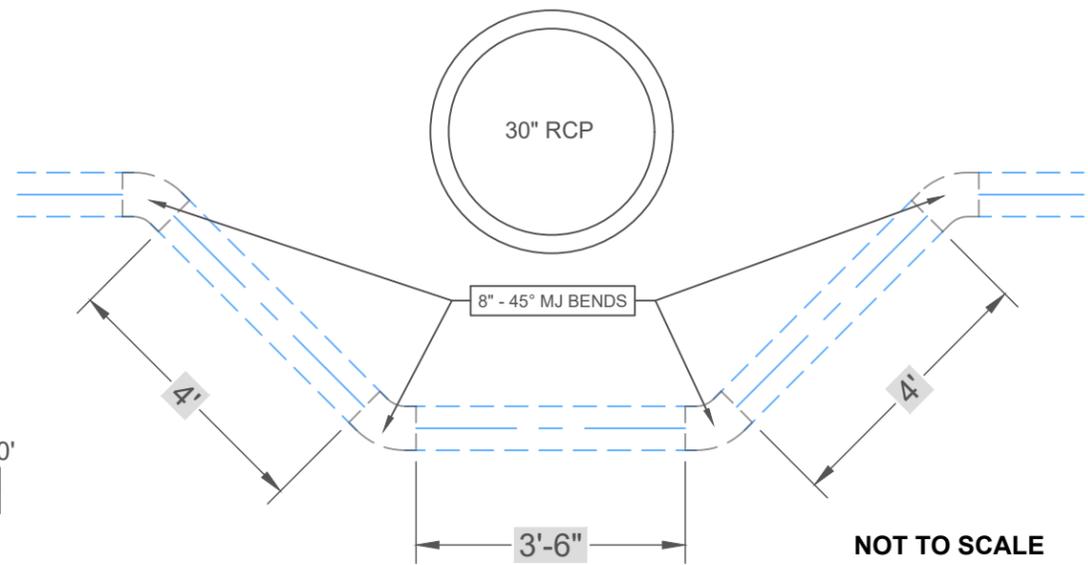
NOTE: ONLY FLOWLINE OF PIPE IS SHOWN FOR CLARITY.



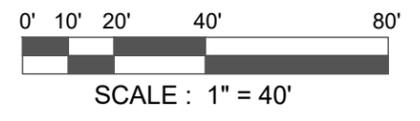
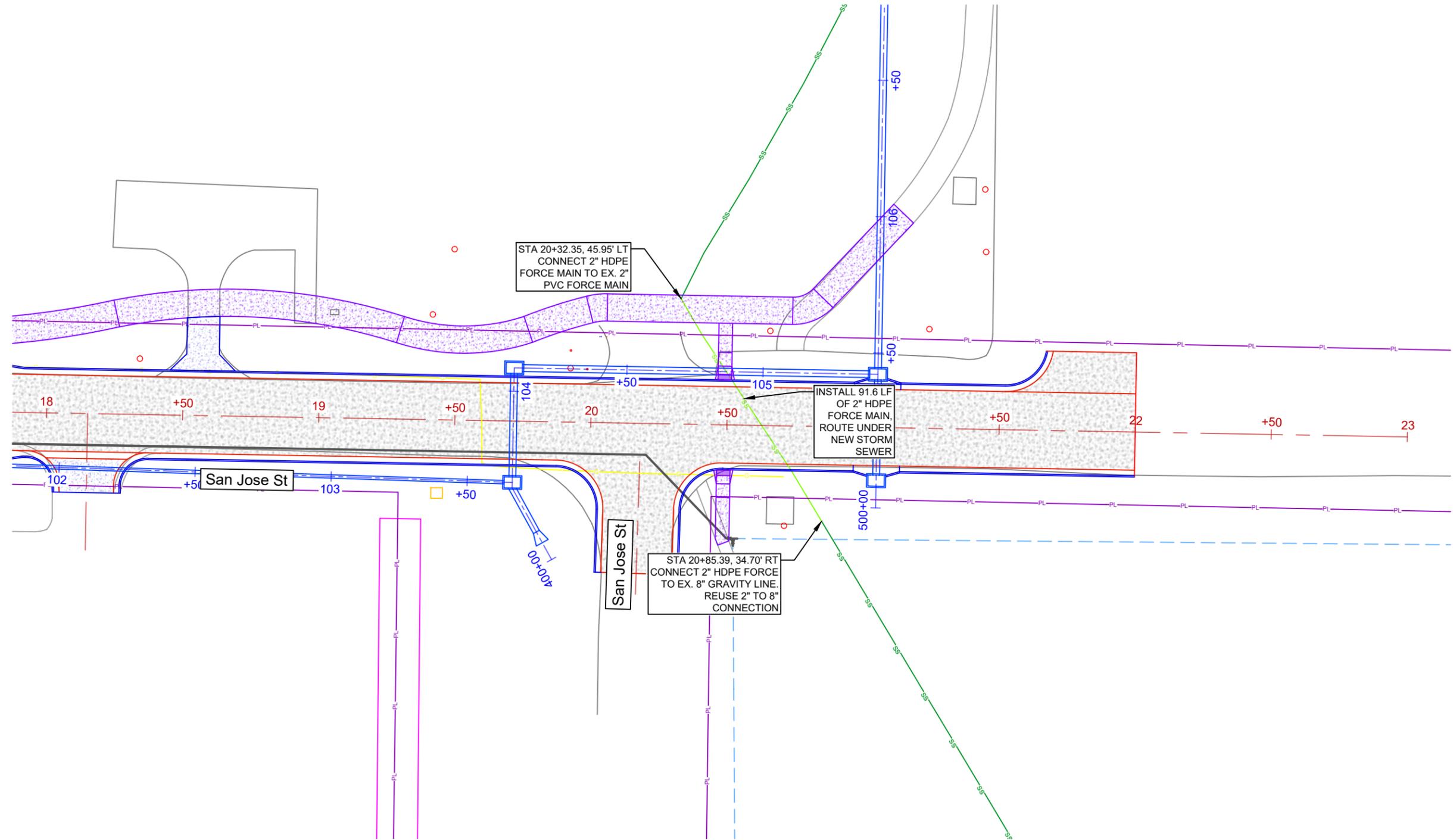
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DATE 7/25		



WATER MAIN LOWERING DETAIL



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DATE 7/25	WATERLINE IMPROVEMENTS SAN JOSE ST. RECONSTRUCTION SAN JOSE STREET	REVISIONS



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CHECKED BY TR		SHEET OF 24 29
DATE 7/25	SANITARY SEWER IMPROVEMENTS SAN JOSE ST. RECONSTRUCTION SAN JOSE STREET	REVISIONS



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: December 15, 2025
Subject: Paunch Digester Feasibility Study, SS2301
Agenda Item: New Business

Purpose: This feasibility study will determine the preferred design case for a new high-solids digester for paunch.

Recommendation: Approve the agreement from Burns & McDonnell to complete the feasibility study in a not-to-exceed amount of \$53,136.00.

Background: The Warrior Biogas Facility has been in operation for almost eight years and has proven to be an asset to the City throughout that time. When initially constructed, the facility was oversized to accommodate a higher volume of biogas than was being generated at the time. This foresight enabled the City to begin treating biogas from the anaerobic digestion of Hilmar's wastewater without requiring major infrastructure expansion. Even with the addition of Hilmar's biogas, the facility retains available capacity to accept and process additional volumes.

City staff have held ongoing discussions with National Beef over several years regarding potential options for paunch treatment and have recently initiated similar conversations with Cargill. These discussions have focused on current paunch management practices and how the City could assist through the construction and operation of a high-solids anaerobic digester at the South Wastewater Treatment Facility. The intent of the project is to recover biogas generated during digestion, upgrade it to renewable natural gas (RNG), and inject it into the pipeline for additional revenue generation.

Together, the National Beef and Cargill facilities generate over 1,000 dry tons of paunch material per month. With the appropriate digester system, this feedstock could yield biogas volumes comparable to those historically produced by the City's municipal digesters. This is where the expertise of Burns & McDonnell will be critical. Through this feasibility study, their team will evaluate and recommend the most suitable treatment technology based on key factors such as biogas yield, material handling efficiency, digestate quality & dewatering, capital & operational expenditures (CAPEX and OPEX), and opportunities to support long-term sustainability of the current composting program.

City Commission Options:

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

Financial Considerations:

Amount for Agreement: \$53,136.00

Fund: 52142200 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the agreement from Burns & McDonnell Engineering Company, Inc., the City will enter an agreement with Burns & McDonnell Engineering Company, Inc., and be responsible to make payments in accordance with the terms and conditions stated in the agreement.

Mission/Values: The completion of this project aligns with the City's Core Value of Ongoing Improvement by preparing for the community's future.

Attachments: Agreement & Scope of Services.

Approved for the Agenda by:

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Ray Slattery, PE, Dir. of Engineering Services



**TASK ORDER 5
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

This Task Order is entered into and authorized by Owner this 15th day of December, 2025, by and between City of Dodge City, Kansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated May 27, 2020:

1. Scope of Services:

See the attached Exhibit B

2. Compensation:

The basis of compensation for the above Services shall be:

- Hourly Rate per ENGINEER's Rate Sheet, attached hereto as *Exhibit C*
- Subject to a Not-to-Exceed Cap of fifty-three thousand one hundred and thirty-six dollars (\$53,136), without further authorization.

3. Other Terms:

(describe below)

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.
- B. ENGINEER may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc., Burns & McDonnell Europe (UK) Limited, and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill ENGINEER's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between ENGINEER and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall not be considered a subcontractor and shall be billed according to the applicable rate sheet for the scope of work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of ENGINEER and able to act on behalf of ENGINEER within the scope of the authority granted to such personnel according to job function and billing classification. ENGINEER remains fully responsible for the work and services performed by all Labor Sources.
- C. To Part 7.10.4 of the Professional Services Agreement, replace "City Manager" in the second Sentence with "City Manager Nick Hernandez or his heirs or designees."
- D. To Part 7.10.6.1 of the Professional Services Agreement, add "The arbitration shall take place in Dodge City, Kansas unless the parties mutually agree on another location" as the last sentence.

- E. To Part 7.13 of the Professional Services Agreement, replace the first sentence with “For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work and to the extent allowed by law and considering cash basis laws preventing municipalities from being bound to pay unspecified amounts not contemplated in an approved municipal budget, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT.”

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Dodge City, Kansas

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

By: _____

By: _____

Name: Nick Hernandez

Name: Jason Garder

Title: City Manager

Title: Project Director

Exhibit B

City of Dodge City, Kansas Task Order 5 – Paunch Digester Feasibility Study

Scope of Services

The Scope of Services outlined in this document is intended to describe the Burns & McDonnell Engineering Company, Inc. (ENGINEER) work to evaluate the feasibility of implementing a paunch digester at the South Wastewater Treatment Plant (WWTP) for the City of Dodge City, Kansas (OWNER). The work will allow for conceptual evaluation the process units and feasibility level costs of such an installation. In general, the scope of services includes the following:

Task 1 – Data Gathering and Project Kickoff

- ENGINEER will provide a Request for Information (RFI) to OWNER to receive the necessary data including existing drawings, process data, operating history etc. prior to the kick-off meeting. ENGINEER considers the “kick-off” meeting between Burns & McDonnell and key OWNER stakeholders to be essential to a successful project. The goals of this initial meeting include:
 - Finalize objectives, expectations, and schedule.
 - Establish project points of contact.
 - Review data provided.
 - Discuss and agree on key assumptions.
 - Agree on specific work products and deliverables.
- This meeting is planned to be conducted virtually after ENGINEER has had the opportunity to conduct an initial review of all the data provided.

Task 2 – Conceptual Design, Design Basis Memorandum, and Opinion of Cost.

- Using the data received from OWNER, ENGINEER will develop a mass/energy balance, process flow diagram and general arrangement drawing (BlueBeam pdf's or equivalent) to assist with determining the preferred design case for the digestion and renewable natural gas facility. This conceptual design will be reviewed with OWNER and will be used as the basis for the feasibility study and cost estimate.
- Once the preferred design approach been selected, a preliminary design memorandum will be developed summarizing the anaerobic digestion, renewable natural gas plant, and digestate management facility. ENGINEER will plan to use an internal template for the design basis memorandum addressing the following information:
 1. Facility components and balance of plant considerations
 2. Preliminary layout
 3. High level process flow diagrams for the various systems (Digestion, Biogas to Existing RNG)
 4. Design information including proposed technologies, material handling considerations, and delivery methods
 5. Dewatering

6. Preliminary power and system interconnection requirements
 7. Utility requirements
 8. Identify impacts to existing composting program, including consideration of digestate and/or other potential feedstocks that may serve as a supplemental carbon source
- After ENGINEER agrees on the conceptual design of the facility, an opinion of probable construction cost (ACE Class 5) will be developed and design basis memorandum/feasibility report will be issued to the OWNER.

Schedule:

1. Work will be completed within 6 weeks of receipt of sampling results from OWNER.

Notes/Assumptions:

1. The ENGINEER shall rely on information made available by the OWNER as accurate and without independent verification.

Owner Responsibilities:

1. Provide drawings, studies, reports, and other information available pertaining to existing facilities, as required.
2. Obtain and facilitate laboratory testing of paunch samples as requested by ENGINEER, which includes shipping, general parameter analysis, and biomethane potential (BMP) testing on the paunch manure to help validate the biogas to RNG potential available. OWNER will collect samples of the paunch manure and arrange for the testing to be completed at Michigan State University ADREC lab.

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant *	7	\$120.00
	8	\$165.00
	9	\$195.00
Staff *	10	\$222.00
	11	\$243.00
Senior	12	\$275.00
	13	\$297.00
Associate	14	\$306.00
	15	\$308.00
	16	\$310.00
	17	\$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Corey Keller, Public Works Director

Date: December 10, 2025

Subject: Approve the Purchase

Agenda Item: New Business

Purpose:

Approve the purchase of materials and services necessary to replace the water main on Manor Drive.

Recommendation:

Approve the purchase of materials and contracted services required to complete the water Line replacement project on Manor Drive in the amount of \$99,140.46

Background:

The existing water main serving the 2000 and 2100 blocks of Manor Drive, located between Arapahoe Street and Soule Street, has experienced repeated failures and has reached the end of its service life. Replacement is necessary to ensure reliable water service, reduce ongoing maintenance needs, and prevent future service disruptions.

The project includes purchasing services to bore new water service lines from the west side of Manor Drive to the east side, significantly reducing the amount of digging required in residential yards when connecting to existing meters. This approach minimizes disturbance and improves construction efficiency.

The City Utility Division will perform the work to replace the water main and reconnect all existing water meters, utilizing purchased materials and contracted boring services.

Cost Summary:

- **Core & Main** – C900 pipe and all associated fittings: **\$90,290.46**
- **Pennick Enterprise, Inc.** – Boring new service lines: **\$8,850.00**

Total Cost: \$99,140.46

City Commission Options:

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

Financial Considerations:

This project will be funded through the Water Fund. All costs have been reviewed and are consistent with budgeted resources.

Legal Considerations:

None.

Mission/Values Alignment:

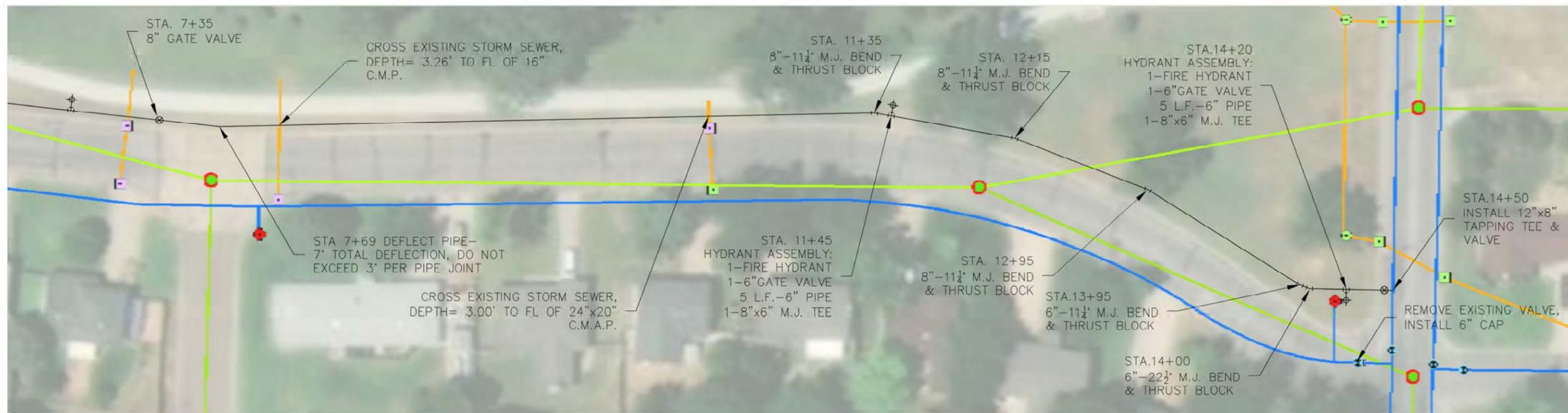
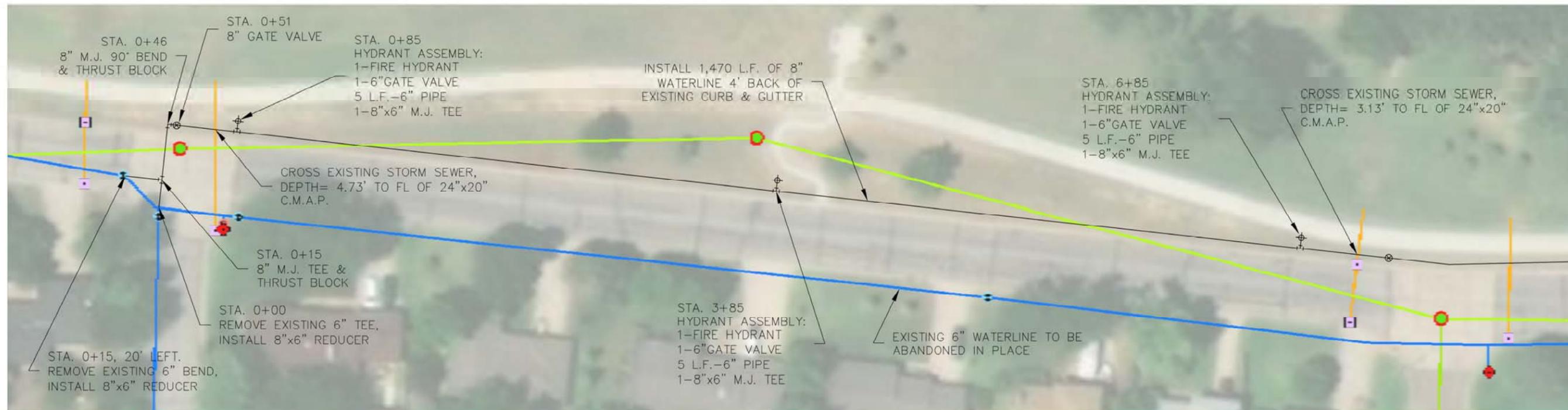
Approval of this request supports the City's Core Values of *Working Toward Excellence* and *Ongoing Improvement*.

Attachments: Manor Drive Water Line PDF

Approved for the Agenda by:



Corey Keller, Public Works Director



DRAWN BY DDR	CITY OF DODGE CITY, KANSAS CITY HALL ENGINEERING DEPARTMENT (620) 225-8106 MANOR DRIVE WATERLINE REPLACEMENT ARAPAHOE STREET TO SOULE STREET	PROJECT NO
CHECKED BY		SHEET OF
DATE		REVISIONS



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: December 10, 2025
Subject: Approve the Purchase of Generators for Rolla D and Circle Lake Lift Stations
Agenda Item: New Business

Purpose:

Approve the purchase of generators and related equipment necessary to provide reliable backup power to the City's sewer lift stations.

Recommendation:

Approve the purchase of generators from Foley Power Solutions for the Circle Lake and Rolla D lift stations for a total of \$64,640.00.

Background:

The sewer lift stations located at Rolla D and Circle Lake Drive currently lack permanent backup power sources. During electrical outages, these stations are at risk of wastewater overflows, environmental impacts, and service interruptions for nearby residents.

Installing dedicated generators at these locations will ensure continuous operation, protect public health, and reduce the risk of sanitary sewer overflows, helping maintain compliance with KDHE requirements. Each generator is sized appropriately for its lift station and will include all necessary materials and automatic transfer switches (ATS) where required.

The City crews will perform the installation work, which reduces overall project costs and ensures proper integration with existing systems.

Bid Summary:

Foley Power Solutions – Dodge City

- Circle Lake (20 kW generator): **\$23,290.00**
- Rolla D (80 kW generator): **\$41,350.00**

Central Power Systems & Services – Garden City

- Circle Lake (30 kW generator): **\$39,989.40**
- Rolla D (80 kW generator): **\$52,674.00**
- Optional ATS for Rolla D: **\$6,650.00**

Recommended Total (Foley bids): \$64,640.00

City Commission Options:

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

Financial Considerations:

There is \$150,000.00 budgeted for this purchase.

Legal Considerations:

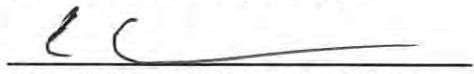
None.

Mission/Values Alignment:

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

Attachments: Quotes Received

Approved for the Agenda by:



Corey Keller, Public Works Director

12/8/2025

Attn: Corey Keller

Quote: 31603470V.01

Re: City of Dodge - Circle Lake

Thank you for considering Foley Power Solutions for your current Electric Power Generation needs! Our team looks forward to providing you with quality products and services that you can depend on. We have been the authorized Caterpillar dealer since 1940, providing diesel and natural gas generator sales, rental, and service support. We now offer assistance with Solar Power, as well.

Please review the following quotation for all details and clarifications. If there are any questions or concerns that need to be addressed, please do not hesitate to reach back out to us. It is our pleasure to offer the following equipment:

DIESEL GENERATOR:**Total Price: USD 23,290.00**

Model: C2.2PGABR

Quantity: 1

Rating: 20 kW

Frequency: 60 Hz

Voltage: 240 V

**The following features will be included:**

Characteristic Name	Feature Description
PGS EMISSION CERTIFICATION	EPA STATIONARY EMERGENCY
VOLTAGE OPTION	60HZ 240 VOLT (DELTA)
APPLICATION INDICATOR	STANDBY POWER
ENGINE RATING	60 Hz, 20 kW
CONFIGURATION	C2.2 PG 60 Hz D20
UL LISTING	UL 2200 LISTED PACKAGE GEN SET
DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
WARRANTY	5 YEAR REPS WARRANTY
ALTERNATOR TEMPERATURE RISE	105C TEMP RISE OVER 40C AMB
ALTERNATOR	ALT M1717L4 LZ
VOLTAGE REGULATOR	INTEGRATED VOLTAGE REGULATOR

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GEN RUNNING & FAULT RELAY	GEN RUNNING & FAULT RELAY
BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH
CURRENT TRANSFORMER	CURRENT TRANSFORMER 100:5
GEN MOUNTING & DUCT PLATE	GEN MTG & DUCT PLATE 1
FUEL LEVEL ALARM	AUDIO & FUEL ALARM (90% LEVEL)
ALT POWER	FULL POWER
BASE TYPE (MOUNTING OPTION)	INTEGRAL TANK BASE - 24HR 52g
FUEL TANK OPTIONS	FUEL TANK FILL PIPE & LOCK CAP
FUEL LEVEL SWITCH	FUEL LEVEL SWITCH
ENCLOSURE	STEEL SA ENC WHITE W/ MUF D2
CONTROL PANEL MODEL	CONTROL PANEL DEEPSEA 6310
NFPA110 BUNDLE	NFPA BUNDLE
BATTERY OPTIONS	WET BATTERY
BATTERY CHARGERS	BATTERY CHARGER 10 AMP
JACKET WATER HEATER	JACKET WATER HEATER WHH3
EMERGENCY STOP	EXTERNAL EMERGENCY STOP
COOLANT LEVEL SHUTDOWN	LOW COOLANT LEVEL SHUTDOWN 1
LOW COOLANT TEMPERATURE ALARM	LOW COOLANT TEMP ALARM
PANEL MOUNTED AUDIBLE ALARM	PANEL MOUNTED AUDIBLE ALARM
GFCI AC RECEPTACLE & WIRING	20A GFCI (CONTROLS SIDE)
1ST CIRCUIT BREAKER	BREAKER GP 60A LSI
NEUTRAL BARS	NEUTRAL BAR 60A & 100A
MUFFLERS	ENCLOSURE SILENCER
TELEMATICS HARDWARE	PRODUCT LINK 4G LTE TELEMATICS
CELLULAR BAND	AMERICAS BAND

Dealer provided components and services:

Quantity	Description
1	First Destination Freight
1	Start-up & Training - Model C4.4

AUTO TRANSFER SWITCH:

Model: ATSGABN

Quantity: 1

Rating: 100

Frequency: 60 Hz

Voltage: 240 V

The following features will be included:

Characteristic Name	Feature Description
ATS CONTROLLER	TRUONE CG CONTROLLER
ATS TRANSITION TYPE	OPEN TRANSITION
ATS OPERATION TYPE	STANDARD - NO BYPASS
ATS ENCLOSURE	NEMA 4 30A - 260A
ATS AMPERAGE RATING	100 AMPS
MECHANICAL LUGS	MECHANICAL LUGS - STANDARD

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ATS VOLTAGE	208 - 480V; 50/60Hz
PHASE	THREE PHASE
NEUTRAL	SOLID NEUTRAL 30A - 200A
ATS MECHANISM TYPE	CONTACTOR
GROUND BUS	TRUONE 3-#8-1/0 CABLES

Product Dimensions:

Product Dimensions

Availability & Lead Times:

Please allow approximately 2-3 weeks for submittal drawings. Product lead times can fluctuate daily; therefore, lead time will be re-evaluated at the time of order. Current lead time for this product is approximately

GEN-30 WEEKS

ATS-12 WEEKS

Thank you once again for the opportunity to review your project and provide you with this proposal. Foley Power Solutions remains available to assist you in securing and ensuring a successful project. Continue to keep us informed on the direction of the project and how we can better assist you on this or upcoming projects.

Cliff Gamblin
Territory Manager
Foley Power Solutions
620-225-4121 x4423
CDGamblin@foleyeq.com

Terms & Conditions:

Foley's Standard Terms & Conditions to apply. A copy is available upon request. This quote is contingent upon Customer's acceptance of Foley Power Solutions standard terms and conditions as shown on Foley's Sales agreement available upon request. Foley maintains and reserves the right to negotiate terms and conditions of sale.

Clarifications, Deviations and Exceptions:

The proposed equipment was based solely on the information provided. No drawings or specifications were made available, at the time of this quote. Please contact us for an updated quote as more information becomes available.

Pricing Validity & Taxes:

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5701 E. 87th Street

Kansas City Missouri 64132

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The pricing for this proposal is valid for 30 days and is subject to change on a daily basis due to the surcharges of commodities (i.e steel, copper). A new quote may be required. Proposal does not include sales tax. Tax-exempt documentation will be required to be on file with Foley Equipment at the time of order.

Warranty:

Caterpillar Standard Generator warranty period is 24 months/1000 hours for standby applications, refer to SELF5611. All terms begin after initial startup or 18 months after the factory ship date, whichever is sooner. Please assure that substantial completion does not exceed these warranty periods. All non-Caterpillar equipment and components proposed, will come with the respective manufacturer's standard warranty unless otherwise stated.

Freight:

Freight to the first destination is included within this quote via commercial carrier. If the site is not ready for equipment delivery, Foley Power Solutions can arrange for the storage and delivery to site at a later time for an additional charge.

Start-up, Training and Installation Service:

Prior to sending out a factory-authorized technician for the commissioning of the equipment, Foley Equipment will provide a Pre-Start-up checklist to be completed by the contractor. This checklist is to assist with assuring that the equipment and site is ready for equipment commissioning, prior to the arrival of the technician. If the equipment and/or site is not ready when technician arrives or there is a last minute cancellation, the time and travel that the technician incurred, may be passed on to the contractor. Please assure that any necessary cancellations have a minimum of 24 hours written notice.

Standard start-up services include the use of a factory authorized generator technician following the manufacturer's checklist for testing and general training of the equipment supplied. The services will be performed during normal business hours, Monday through Friday, 7:30am to 3:30pm. Any additional trips or services rendered outside of normal business hours are available; however, a formal written request for services with a change order by an authorized person billed at prevailing rates, will be required.

It is important to note that any required NETA or third party testing including but not limited to Transient Tests, Harmonic Tests, Infrared Scanning, Coordination Studies, etc. is outside the scope of this quote and will be the sole responsibility of others, if required. Foley will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Foley.

Unless otherwise stated above, the installing contractor is responsible for the installation and connections of the above equipment. Installation of shipped loose items will be the responsibility of the installing contractor(s). All wiring, concrete work and anchoring to be provided by contractor.

Load Bank Testing:

This quotation will clearly indicate if any on-site load bank testing is included above. If there is any on-site load bank testing, it is assumed that testing will occur on the same day as start-up and that the load banks can be stationed within 100 ft of the connection point. Additional distance will require a change order.

Services will be performed during normal business hours, Monday through Friday, 7:30am to 3:30pm. Any additional trips or services rendered outside of normal business hours are available; however, a formal written request for services with a change order by an authorized person billed at prevailing rates, will be required.

Load bank testing is contingent on weather and may require services to be rescheduled, if conditions are not conducive to testing at the scheduled time. Please review and confirm that the allotted hours quoted will be sufficient for this project's needs.

Customer Value Agreements (CVA):

Foley Power Solutions CVAs are tailored to fit your business needs. Our agreements can range from quarterly or annual maintenance agreements, simple preventative maintenance kits to sophisticated total cost performance guarantees. No matter which option you choose, you can be assured that Foley Power Solutions will help you maintain that built-in value through a Customer Value Agreement (CVA). Unless otherwise stated, this proposal does not include a CVA. Please let your salesperson know if you would like to have this optional pricing added to your quote for yourself or the final customer to consider. We appreciate your help in helping Foley provide the maximum productivity and operating economy on Caterpillar products!

Fuel:

Unless otherwise stated above, fuel fills are excluded from scope of supply and will be provided by others.

O&M Manuals & Submittals:

An electronic copy of the standard submittals and O&M Manuals to be provided upon request. All design and engineering calculations, unless otherwise stated above, will need be provided by others.

Offloading:

Unless otherwise stated above, the installing contractor is responsible for the offloading of the above equipment and setting it in place. If proposal includes offloading, it will be clearly stated above. If there is any offloading services provided, it will be assumed that any necessary crane and generator

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can be placed next to each other at the offloading site. If remote placement that exceeds the limitations of crane is necessary, additional charges may require a change order.

Permits:

Any required permits to be provided others.

Scope of Supply Limits:

Foley Power Solutions is an equipment supplier only. Foley limits the scope of supply for this quotation to the equipment and services identified in our bills-of-material. Any equipment and/or service related activities, not specifically stated above, are assumed to be supplied by others.

Please check over this quote to be certain that it meets your requirements. While Foley Equipment has taken steps to meet the expressed specifications provided, we cannot assure or guarantee that the equipment will meet all codes and regulations. Thereby, Foley Equipment takes exception to providing all corrective measures and/or meeting all codes and regulation not expressively specified. Foley is not liable for confirming compliance of local, state, and/or federal requirements with governing jurisdictions. We reserve the right to correct any errors or omissions in this proposal and adjust pricing as necessary to comply with the requested specifications for those errors or omissions.

Cancellation Fees:

There will be a 25% cancellation fee for any orders cancelled, once the order has been placed and accepted by Foley.

~ Foley is a "Woman Owned and Controlled Business" ~

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12/8/2025

Attn: Corey Keller

Quote: 31602342V.01

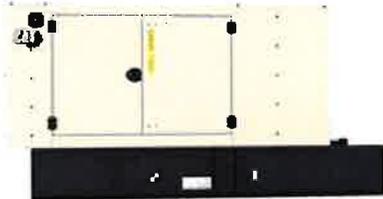
Re: City of Dodge - Rolla D

Thank you for considering Foley Power Solutions for your current Electric Power Generation needs! Our team looks forward to providing you with quality products and services that you can depend on. We have been the authorized Caterpillar dealer since 1940, providing diesel and natural gas generator sales, rental, and service support. We now offer assistance with Solar Power, as well.

Please review the following quotation for all details and clarifications. If there are any questions or concerns that need to be addressed, please do not hesitate to reach back out to us. It is our pleasure to offer the following equipment:

DIESEL GENERATOR:**Total Price: USD 41,350.00**

Model: C4.4GCABR
Quantity: 1
Rating: 80 kW
Frequency: 60 Hz
Voltage: 240 V

**The following features will be included:**

Characteristic Name	Feature Description
PGS EMISSION CERTIFICATION	EPA STATIONARY EMERGENCY
VOLTAGE OPTION	60HZ 240 VOLT (DELTA)
APPLICATION INDICATOR	STANDBY POWER
ENGINE RATING	60 Hz, 80 kW
CONFIGURATION	D80GC
UL LISTING	UL 2200 LISTED PACKAGE GEN SET
DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
WARRANTY	5 YEAR REPS WARRANTY
ALTERNATOR TEMPERATURE RISE	105C TEMP RISE OVER 40C AMB
ALTERNATOR	ALT M2236L4 JM
ALT POWER	FULL POWER
GEN MOUNTING & DUCT PLATE	GEN MTG & DUCT PLATE 1

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BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH
BASE TYPE (MOUNTING OPTION)	INTEGRAL TANK BASE, 24HR, 182g
FUEL TANK OPTIONS	FUEL TANK FILL PIPE & LOCK CAP
FUEL VENT PIPE	VENT PIPE-STD
EMERGENCY FUEL VENT PIPE	EMERGENCY FUEL VENT PIPE UL-3"
ENCLOSURE	SA LEVEL 2 ENCLOSURE WHITE
CONTROL PANEL MODEL	CONTROL PANEL DEEPSEA 6310
NFPA110 BUNDLE	NFPA BUNDLE
GEN RUNNING & FAULT RELAY	GEN RUNNING & FAULT RELAY
PANEL MOUNTED AUDIBLE ALARM	PANEL MOUNTED AUDIBLE ALARM
GFCI AC RECEPTACLE & WIRING	20A GFCI (CONTROLS SIDE)
BATTERY CHARGERS	BATTERY CHARGER 10 AMP
JACKET WATER HEATER	JACKET WATER HEATER
CURRENT TRANSFORMER	CURRENT TRANSFORMER 400:5
COOLANT RESERVIOR	COOLANT RESERVIOR
COOLANT LEVEL SHUTDOWN	LOW COOLANT LEVEL SHUTDOWN 1
1ST CIRCUIT BREAKER	250A LSI 100% RATED BREAKER
NEUTRAL BARS	NEUTRAL BAR 150A & 250A
RADIATOR	STANDARD RADIATOR
MUFFLERS	ENCLOSURE SILENCER
TELEMATICS HARDWARE	PRODUCT LINK 4G LTE TELEMATICS
CELLULAR BAND	AMERICAS BAND
TESTING - GENERATOR SET	STD TEST - PKG GEN SET 0.8 PF

Dealer provided components and services:

Quantity	Description
1	First Destination Freight
1	Start-up & Training - Model C4.4
1	Convert to 240V

AUTO TRANSFER SWITCH:

Model: ATSGABN

Quantity: 1

Rating: 260

Frequency: 60 Hz

Voltage: 240 V

The following features will be included:

Characteristic Name	Feature Description
ATS CONTROLLER	TRUONE CG CONTROLLER
ATS TRANSITION TYPE	OPEN TRANSITION
ATS OPERATION TYPE	STANDARD - NO BYPASS
ATS ENCLOSURE	NEMA 4 30A - 260A
ATS AMPERAGE RATING	260 AMPS
MECHANICAL LUGS	MECHANICAL LUGS - STANDARD

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ATS VOLTAGE	208 - 480V; 50/60Hz
PHASE	THREE PHASE
NEUTRAL	SOLID NEUTRAL 260A - 600A
ATS MECHANISM TYPE	CONTACTOR
GROUND BUS	TRUONE 3-#8-1/0 CABLES

Product Dimensions:

Product Dimensions

Availability & Lead Times:

Please allow approximately 2-3 weeks for submittal drawings. Product lead times can fluctuate daily; therefore, lead time will be re-evaluated at the time of order. Current lead time for this product is approximately

GEN-30 WEEKS

ATS-12 WEEKS

Thank you once again for the opportunity to review your project and provide you with this proposal. Foley Power Solutions remains available to assist you in securing and ensuring a successful project. Continue to keep us informed on the direction of the project and how we can better assist you on this or upcoming projects.

Cliff Gamblin
Territory Manager
Foley Power Solutions
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CDGamblin@foleyeq.com

Terms & Conditions:

Foley's Standard Terms & Conditions to apply. A copy is available upon request. This quote is contingent upon Customer's acceptance of Foley Power Solutions standard terms and conditions as shown on Foley's Sales agreement available upon request. Foley maintains and reserves the right to negotiate terms and conditions of sale.

Clarifications, Deviations and Exceptions:

The proposed equipment was based solely on the information provided. No drawings or specifications were made available, at the time of this quote. Please contact us for an updated quote as more information becomes available.

Pricing Validity & Taxes:

The pricing for this proposal is valid for 30 days and is subject to change on a daily basis due to the surcharges of commodities (i.e steel, copper). A new quote may be required. Proposal does not include sales tax. Tax-exempt documentation will be required to be on file with Foley Equipment at the time of order.

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**Warranty:**

Caterpillar Standard Generator warranty period is 24 months/1000 hours for standby applications, refer to SELF5611. All terms begin after initial startup or 18 months after the factory ship date, whichever is sooner. Please assure that substantial completion does not exceed these warranty periods. All non-Caterpillar equipment and components proposed, will come with the respective manufacturer's standard warranty unless otherwise stated.

Freight:

Freight to the first destination is included within this quote via commercial carrier. If the site is not ready for equipment delivery, Foley Power Solutions can arrange for the storage and delivery to site at a later time for an additional charge.

Start-up, Training and Installation Service:

Prior to sending out a factory-authorized technician for the commissioning of the equipment, Foley Equipment will provide a Pre-Start-up checklist to be completed by the contractor. This checklist is to assist with assuring that the equipment and site is ready for equipment commissioning, prior to the arrival of the technician. If the equipment and/or site is not ready when technician arrives or there is a last minute cancellation, the time and travel that the technician incurred, may be passed on to the contractor. Please assure that any necessary cancellations have a minimum of 24 hours written notice.

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It is important to note that any required NETA or third party testing including but not limited to Transient Tests, Harmonic Tests, Infrared Scanning, Coordination Studies, etc. is outside the scope of this quote and will be the sole responsibility of others, if required. Foley will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Foley.

Unless otherwise stated above, the installing contractor is responsible for the installation and connections of the above equipment. Installation of shipped loose items will be the responsibility of the installing contractor(s). All wiring, concrete work and anchoring to be provided by contractor.

Load Bank Testing:

This quotation will clearly indicate if any on-site load bank testing is included above. If there is any on-site load bank testing, it is assumed that testing will occur on the same day as start-up and that the load banks can be stationed within 100 ft of the connection point. Additional distance will require a change order.

Services will be performed during normal business hours, Monday through Friday, 7:30am to 3:30pm. Any additional trips or services rendered outside of normal business hours are available; however, a formal written request for services with a change order by an authorized person billed at prevailing rates, will be required.

Load bank testing is contingent on weather and may require services to be rescheduled, if conditions are not conducive to testing at the scheduled time. Please review and confirm that the allotted hours quoted will be sufficient for this project's needs.

Customer Value Agreements (CVA):

Foley Power Solutions CVAs are tailored to fit your business needs. Our agreements can range from quarterly or annual maintenance agreements, simple preventative maintenance kits to sophisticated total cost performance guarantees. No matter which option you choose, you can be assured that Foley Power Solutions will help you maintain that built-in value through a Customer Value Agreement (CVA). Unless otherwise stated, this proposal does not include a CVA. Please let your salesperson know if you would like to have this optional pricing added to your quote for yourself or the final customer to consider. We appreciate your help in helping Foley provide the maximum productivity and operating economy on Caterpillar products!

Fuel:

Unless otherwise stated above, fuel fills are excluded from scope of supply and will be provided by others.

O&M Manuals & Submittals:

An electronic copy of the standard submittals and O&M Manuals to be provided upon request. All design and engineering calculations, unless otherwise stated above, will need be provided by others.

Offloading:

Unless otherwise stated above, the installing contractor is responsible for the offloading of the above equipment and setting it in place. If proposal includes offloading, it will be clearly stated above. If there is any offloading services provided, it will be assumed that any necessary crane and generator can be placed next to each other at the offloading site. If remote placement that exceeds the limitations of crane is necessary, additional charges may require a change order.

Permits:**Foley Power Solutions**

Foley Power Solutions - Kansas City
5701 E. 87th Street

Kansas City Missouri 64132

(816) 753-5300



Any required permits to be provided others.

Scope of Supply Limits:

Foley Power Solutions is an equipment supplier only. Foley limits the scope of supply for this quotation to the equipment and services identified in our bills-of-material. Any equipment and/or service related activities, not specifically stated above, are assumed to be supplied by others.

Please check over this quote to be certain that it meets your requirements. While Foley Equipment has taken steps to meet the expressed specifications provided, we cannot assure or guarantee that the equipment will meet all codes and regulations. Thereby, Foley Equipment takes exception to providing all corrective measures and/or meeting all codes and regulation not expressively specified. Foley is not liable for confirming compliance of local, state, and/or federal requirements with governing jurisdictions. We reserve the right to correct any errors or omissions in this proposal and adjust pricing as necessary to comply with the requested specifications for those errors or omissions.

Cancellation Fees:

There will be a 25% cancellation fee for any orders cancelled, once the order has been placed and accepted by Foley.

~ Foley is a "Woman Owned and Controlled Business" ~

Foley Power Solutions

Foley Power Solutions - Kansas City
5701 E. 87th Street

Kansas City Missouri 64132

(816) 753-5300



mtu 3R0096 DS30

Technical Specification And Scope of Supply

mtu 3R0096 DS30

Customer: Rolla D – City of Dodge City – Sourcewell Account 193831

Supplier: mtu – A Rolls-Royce Solution – Sourcewell Contract 092222RYC

Sold by: Central Power Systems & Services, Garden City KS

Quotation Date: 10. October 2025

1. Technical Specification

Product Type mtu 3R0096 DS30
Application Group 3D - Standby Power

Power as per MTU Sales Program

Power per genset (ISO 8528) 30 kWel
Derated Power per genset (ISO 8528) 30 kWel
Engine speed 1800 rpm
Intake air temperature 25 deg C
Altitude 100 m

Requirements

Frequency 60 Hz
Fuel Type Diesel
Generator voltage 240 V
Engine Model JD3029TFG89 (12Volts)
Grid guideline No requirements

Selection Criteria

Phase 3 Phase
Unit Specification UL2200 Certification
IBC Certification Without
HCAI Certification Without
Exhaust Emissions (EPA) EPA Stationary EMERG T3 (40CFR60)
Radiator Design Temperature
Temp Rise 125 °
Full Load Amps 90 A
Generator Model MXB-E 180 SC4
Generator Wire Qty 12 Wire
Generator Wire Configuration Delta
OPU/HSD Level 3 - Maximum Sound Attenuation Enclosure
Control panel With Control Panel
Circuit Breaker Options Single Circuit Breaker
Breaker Wire Color Scheme Standard Breaker Wire Color Scheme
Country of Operation US -United States of America
Emission cert. Authority 18 - US EPA US EPA Agency


A Rolls-Royce solution

MODEL:
 SERIAL:
 RATING:
 ENGINE:
 RPM: Hz:
 kW: kVA:

VOLTS	AMPS	PH	PF
<input type="text" value="9"/>	<input type="text" value="10"/>	<input type="text" value="11"/>	<input type="text" value="12"/>

WIRE CONFIG:
 TEMP. RISE / AMB. (°C): / 40
 MAX. UNBALANCED LOAD: $I_2 = 10\%$
 DIESEL FUEL:
 PER SPECIFICATIONS A001064/05E
 MAX. INLET FUEL FLOW:
 1620 (428) L/h (gal/h)

www.mtu-solutions.com

1	mtu 3R0096 DS30	-
2	--	-
4	JD3029TFG89 (12Volts)	-
5	1800	RPM
6	60	Hz
7	30	kWe
8	38	kVA
9	240	V
10	90	A
11	3	PH
12	0.8	PF
13	Delta	-
14	125	°C

2. Scope of Supply

Specification	QTY
SYSTEM	
System Description	
Unit Specification	UL2200 Certification 1
Enclosure Type	Level 3 - Maximum Sound Attenuation Enclosure 1
Controls	With Control Panel 1
Circuit Breaker	Single Circuit Breaker 1
Breaker Wire Color Scheme	Standard Breaker Wire Color Scheme 1
Dimensional Drawings	• XZG3000100193 • XZG3000100194 1
Engine Electrical Drawings	• XZG30K0000054 1
Electrical Generator Drawings	• XZG3200100012 1
Electrical Option Sheet Drawings	• XZG30K0000052 1
Fuel Tank Drawings	• XZG3000100195 1
Circuit Breaker Drawings	• XZG30K0000053 1
Control Panel Drawings	• XZG3064400083 1
ENGINE	
Engine Genset	
Engine Model	JD3029TFG89 (12Volts) 1
Engine Accessories	
Isochronous Governor	Isochronous Governor 1
COOLING	
Cooling Package	
Cooling Package	50 Deg C Cooling System 1

PREHEATING

Electric Operated Preheating

Coolant Preheating	Coolant Preheater • -20 Deg F Coolant Preheater (120V 1PH - 1000W) • Model: TPS101GT10-XXX Qty 1	1
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STARTING

Starting Electric

Starting Batteries	Starting Battery w/Acid, Cables & Battery Rack • Battery Rack mounted and installed • Battery Cables • HP-31 Starting Battery filled with acid (Qty 1)	1
Battery Charger	Battery Charger MicroGenius 10A • 180W • 10 Amp • 12V • NFPA 110	1
Battery Charger Mounting	Battery Charger Mounted & AC/DC Wired	1

AIR INTAKE

Air Intake Filters

Air Intake	Air Filter (Standard) mtu Air Filter • P/N: SUA40198 Qty 1	1
	Standard Air Filter	1

FUEL

Fuel Systems

Fuel Type	Diesel	1
Fuel Tanks		
Fuel Tank Type	Non-Extended Fuel Tank	1
Fuel Tank Capacity	24 Hour	1

Selected Fuel Tank	70 Gallon Non-Extended Sub Base Fuel Tank	1
Overfill Protection	Without	0
Fuel Tank Ventilation	Standard Vents	1
Leak Switch	Leak Switch Florida DEP EQ Certification: EQ-832	1
Tank Level Alarm Panel	Without	0

EXHAUST

Exhaust System

Exhaust Silencer	Unit-Mounted Silencer• Silencer Model: CPJS-25X-90026306 (Qty 1)	1
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GENERATOR

Generator

Generator Model Number	Base Model: MXB-E180SC4	1
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Generator Accessories

PMG Kit	With PMG Kit	1
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Voltage Regulator	PMG with MARK XX Regulator	1
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CONTROLS

Genset Control Panel

Configured Control Panel Series	MGC-1510	1
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Control Panel Mounting	Control Panel Unit Mounted LH Side	1
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* For technical data refer to the Circuit Breaker Enclosure Data Sheets located on the Business Portal

Paralleling	Without	0
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4-Relay Package	4-Relay Option <ul style="list-style-type: none"> • The 4-relay board includes (4) 10 Amp form C relays customizable for user defined functionality requirements. • Standard outputs are as follows: <ul style="list-style-type: none"> • Engine Run • Engine Fail • Minor Alarm 	1
------------------------	---	---

Remote E-Stop	Without	0
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ProtoNode Solution	Without	0
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Ground Fault Protection	Without	0
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CIRCUIT BREAKER

Circuit Breaker 1

Circuit Breaker Position	Single CB Enclosure Orientation: Position 1	1
---------------------------------	---	---



* For technical data refer to the Circuit Breaker Enclosure Data Sheets located on the Business Portal

Trip Type	LI Trip Breaker <ul style="list-style-type: none"> • LI breakers provide protection from long time overload and instantaneous short circuit events. Specific overload current values and time delays vary with breaker type and trip unit. 	0
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Rating	100%	0
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Spring Charging Motor (MMM)	Without	0
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ERMS	Without ERMS	0
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Amperage List	100 Amps	1
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Selected Circuit Breaker 1:	100 Amp 3 Pole 100% LI CB SQ-D HDL36100C	1
------------------------------------	--	---

Service Entrance Rated	Service Entrance Rated	1
Circuit Breaker 1 Accessories		
Note:	*Circuit Breaker Accessories not wired to Control Panel	0
ENCLOSURE		
Housing		
Wind Rating	195 MPH	1
Enclosure Material	Level 3 Steel • Level 2 Steel 195 mph enclosure with air exhaust scoop with UL 94 HF-1 compliant, 1.5" thick sound attenuated foam insulation installed where applicable. * This option derates the Cooling Package to 45 °C.	1
PAINTING		
Painting		
Paint Color	Corporate Grey	1
BASEFRAME		
Mounts Baseframe		
Selected Vibration Isolation	Pad Isolators • 1/4" thick elastomeric pad in rectangular shape placed under the base frame at each of the pre-drilled isolator mounting holes • P/N: SUA63015	1
WARRANTY		
Warranty		

Warranty Terms	2 Year 3000 Hour Standby Warranty	1
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SHIPPING & STORAGE

Freight

Shipping Bag	With Shipping Bag	1
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Delivery Type	Ship Unit Wet	1
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DOCUMENTATION

Manuals

Standard Documentation	Manual English USB	1
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Additional Documentation	Manual English Printed	1
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FUNCTIONAL TESTING

Acceptance Testing

Standard Commercial Test	With Standard Commercial Test	1
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LIST PRICE: \$66,649
SOURCEWELL DISCOUNT: -\$26,659.60 (40%)
SOURCEWELL SALE PRICE: \$39,989.40

PRICE INCLUDES THE FOLLOWING ATS

ASCO MODEL D03AUSA30100FGXM,11BE,44G - 300 Series, Automatic Service Entrance Transfer Switch,3 Pole with Solid neutral, 240V, 100A, Type 3R Secure Encl

Price includes equipment BOM as listed above, delivery to Dodge City KS, and start-up / operator training after installation is completed by others.

Price does not include any applicable sales taxes, offloading, diesel fuel, or installation services.

Price valid for 30 days.

Current lead time on generator is 20 weeks. Current lead time on ATS is 12 weeks.

Please reach out if I may provide any additional information.

Respectfully,

Freddie Rodriguez

Central Power Systems & Services

620-255-4838

jose.rodriquez@cpower.com

CENTRAL

POWER SYSTEMS & SERVICES



mtu 4R0113 DS80 T3

Technical Specification And Scope of Supply

mtu 4R0113 DS80 T3

Customer: Rolla D – City of Dodge City – Sourcewell Account 193831

Supplier: mtu – A Rolls-Royce Solution – Sourcewell Contract 092222RYC

Sold by: Central Power Systems & Services, Garden City KS

Quotation Date: 10. October 2025

1. Technical Specification

Product Type mtu 4R0113 DS80 T3
Application Group 3D - Standby Power

Power as per MTU Sales Program

Power per genset (ISO 8528) 80 kWel
Derated Power per genset (ISO 8528) 80 kWel
Engine speed 1800 rpm
Intake air temperature 25 deg C
Altitude 100 m

Requirements

Frequency 60 Hz
Fuel Type Diesel
Generator voltage 240 V
Engine Model JD4045HF285 (12Volts)
Grid guideline No requirements

Selection Criteria

Phase 3 Phase
Unit Specification UL2200 Certification
IBC Certification Without
HCAI Certification Without
Exhaust Emissions (EPA) EPA Stationary EMERG T3 (40CFR60)
Radiator Design Temperature 50 C
Temp Rise 125 °
Full Load Amps 241 A
Generator Model MXB-E 225 SB4
Generator Wire Qty 12 Wire
Generator Wire Configuration Delta
OPU/HSD Level 3 - Maximum Sound Attenuation Enclosure
Control panel With Control Panel
Circuit Breaker Options Single Circuit Breaker
Breaker Wire Color Scheme Standard Breaker Wire Color Scheme
Country of Operation US -United States of America
Emission cert. Authority 18 - US EPA US EPA Agency


A Rolls-Royce solution

MODEL:
 SERIAL:
 RATING:
 ENGINE:
 RPM: Hz:
 kW: kVA:

VOLTS	AMPS	PH	PF
<input type="text" value="9"/>	<input type="text" value="10"/>	<input type="text" value="11"/>	<input type="text" value="12"/>

WIRE CONFIG:
 TEMP. RISE / AMB. (°C): / 40
 MAX. UNBALANCED LOAD: $I_2 = 10\%$
 DIESEL FUEL:
 PER SPECIFICATIONS A001064/05E
 MAX. INLET FUEL FLOW:
 1620 (428) L/h (gal/h)

www.mtu-solutions.com

1	mtu 4R0113 DS80 T3	-
2	--	-
4	JD4045HF285 (12Volts)	-
5	1800	RPM
6	60	Hz
7	80	kWe
8	100	kVA
9	240	V
10	241	A
11	3	PH
12	0.8	PF
13	Delta	-
14	125	°C

2. Scope of Supply

Specification		QTY
SYSTEM		
System Description		
Unit Specification	UL2200 Certification	1
Enclosure Type	Level 3 - Maximum Sound Attenuation Enclosure	1
Controls	With Control Panel	1
Circuit Breaker	Single Circuit Breaker	1
Breaker Wire Color Scheme	Standard Breaker Wire Color Scheme	1
Dimensional Drawings	• XZG3000100173 • XZG3000100165	1
Engine Electrical Drawings	• XZG3000100188	1
Electrical Generator Drawings	• XZG3200100012	1
Electrical Option Sheet Drawings	• XZG3000100187	1
Fuel Tank Drawings	• XZG3000100174	1
Circuit Breaker Drawings	• XZG3026500004	1
Control Panel Drawings	• XZG3000100183	1
ENGINE		
Engine Genset		
Engine Model	JD4045HF285 (12Volts)	1
COOLING		
Cooling Package		
Radiator Design Temp	50 C	1
Cooling Package	50 Deg C Cooling System	1
PREHEATING		

Electric Operated Preheating

Coolant Preheating	Coolant Preheater • -20 Deg F Coolant Preheater (120V 1PH - 1500W) • Model: TPS151GT10-005 Qty 1	1
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STARTING

Starting Electric

Starting Batteries	Starting Battery w/Acid, Cables & Battery Rack • Battery Rack mounted and installed • Battery Cables • HP-31 Starting Battery filled with acid (Qty 1)	1
Battery Charger	Battery Charger MicroGenius 10A • 180W • 10 Amp • 12V • NFPA 110	1
Battery Charger Mounting	Battery Charger Mounted & AC/DC Wired	1

AIR INTAKE

Air Intake Filters

Air Intake	Air Filter (Standard) mtu Air Filter • P/N: SUA77167 Qty 1	1
	Standard Air Filter	1

FUEL

Fuel Systems

Fuel Type	Diesel	1
Fuel Tanks		
Fuel Tank Type	Non-Extended Fuel Tank	1
Fuel Tank Capacity	24 Hour	1
Selected Fuel Tank	238 Gallon Non-Extended Sub Base Fuel Tank	1

Overfill Protection	Without	0
Fuel Tank Ventilation	Standard Vents	1
Leak Switch	Leak Switch Florida DEP EQ Certification: EQ-832	1
Tank Level Alarm Panel	Without	0
EXHAUST		
Exhaust System		
Exhaust Silencer	Unit-Mounted Silencer • Silencer Model: CPJS-04X-90010425 (Qty 1)	1
GENERATOR		
Generator		
Generator Model Number	Base Model: MXB-E225SB4	1
Generator Accessories		
PMG Kit	With PMG Kit	1
Voltage Regulator	PMG with MARK XX Regulator	1
CONTROLS		
Genset Control Panel		
Configured Control Panel Series	MGC-1520 • Rolls Royce Power Systems Generator Set Controllers are rugged, reliable, and easy-to-use digital generator set control systems. The MGC-1500 Series is perfectly focused, combining rugged construction and microprocessor technology to offer a product that will hold up to almost any environment and is flexible enough to meet your application's needs.	1

Control Panel Mounting

Control Panel Unit Mounted LH Side

1



* For technical data refer to the Circuit Breaker Enclosure Data Sheets located on the Business Portal

Paralleling

Without

0

4-Relay Package

4-Relay Option

1

- The 4-relay board includes (4) 10 Amp form C relays customizable for user defined functionality requirements.
- Standard outputs are as follows:
 - Engine Run
 - Engine Fail
 - Minor Alarm

Remote E-Stop

Without

0

ProtoNode Solution

Without

0

Ground Fault Protection

Without

0

CIRCUIT BREAKER

Circuit Breaker 1

Circuit Breaker Position

Single CB RH POS 1

1



* For technical data refer to the Circuit Breaker Enclosure Data Sheets located on the Business Portal

Trip Type	LI Trip Breaker • LI breakers provide protection from long time overload and instantaneous short circuit events. Specific overload current values and time delays vary with breaker type and trip unit.	0
Rating	100%	0
Spring Charging Motor (MMM)	Without	0
ERMS	Without ERMS	0
Amperage List	200 Amps	1
Selected Circuit Breaker 1:	200 Amp 3 Pole 100% LI CB SQ-D JDL36200C	1
Service Entrance Rated	Service Entrance Rated	1

ENCLOSURE

Housing

Wind Rating	195 MPH	1
Enclosure Material	Level 3 Steel • Level 2 Steel 195 mph enclosure with air exhaust scoop with UL 94 HF-1 compliant, 1.5" thick sound attenuated foam insulation installed where applicable. * This option derates the Cooling Package to 45 °C.	1

PAINTING

Paint Color	Corporate Grey	1
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BASEFRAME

Mounts Baseframe

Selected Vibration Isolation	Pad Isolators • 1/4" thick elastomeric pad in rectangular shape placed under the base frame at each of the pre-drilled isolator mounting holes. • P/N: SUA63015	1
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WARRANTY

Warranty

Warranty Terms	2 Year 3000 Hour Standby Warranty	1
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SHIPPING & STORAGE

Freight

Shipping Bag	With Shipping Bag	1
Delivery Type	Ship Unit Wet	1

DOCUMENTATION

Manuals

Standard Documentation	Manual English USB	1
Additional Documentation	Manual English Printed	1

FUNCTIONAL TESTING

Acceptance Testing

Standard Commercial Test	With Standard Commercial Test	1
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LIST PRICE: \$87,790
SOURCEWELL DISCOUNT: -\$35,116 (40%)
SOURCEWELL SALE PRICE: \$52,674

Optional Adder for ATS: \$6,650

ASCO model D03AUSA30200FGXM,11BE,44G - 300 Series, Automatic Service Entrance Transfer Switch,3 Pole with Solid neutral, 240V, 200A, Type 3R Secure Encl

Price includes equipment BOM as listed above, delivery to Dodge City KS, and start-up / operator training after installation is completed by others.

Price does not include any applicable sales taxes, offloading, diesel fuel, or installation services.

Price valid for 30 days.

Current lead time on generator is 20 weeks. Current lead time on ATS is 10 weeks.

Please reach out if I may provide any additional information.

Respectfully,

Freddie Rodriguez

Central Power Systems & Services

620-255-4838

jose.rodriguez@cpower.com

CENTRAL
POWER SYSTEMS & SERVICES



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: December 10, 2025
Subject: Approve Amendment NO.1 to Authorization NO. 8 for Professional Engineering Services
Agenda Item: New Business

Purpose:

This amendment modifies Authorization No. 8, dated July 27, 2023, between the City of Dodge City and Burns & McDonnell for Terminal Expansion and Remodel construction phase services.

Recommendation:

Approve Amendment No. 1 with Burns & McDonnell for construction phase services in the amount of \$95,000.00, pending legal review.

Background:

Supplemental Cultural Resource Monitoring was required by the FAA as part of the project's environmental determination and documented CATEX. This monitoring was necessary during all earth-moving activities. Authorization No. 8 included assumptions regarding the level of monitoring effort needed to satisfy FAA and Osage Nation requirements. However, the Contractor's means and methods resulted in more earth disturbance events and increased monitoring needs. This led to additional monitoring trips by Burns and McDonnell, resulting in more hours and expenses than anticipated in the original agreement.

City Commission Options:

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

Financial Considerations:

The FAA has approved this amendment for 95/5 federal funding.

- FAA funding portion: **\$90,250.00**
- City funding portion: **\$4,750.00**
- **Total:** \$95,000.00.

Legal Considerations: Legal is reviewing the amendment.

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

Attachments: Amendment NO. 1

Approved for the Agenda by:



Corey Keller, Public Works Director

**AMENDMENT NO.1 TO AUTHORIZATION NO. 8
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
CONSTRUCTION PHASE SERVICES FOR THE
TERMINAL EXPANSION & REMODEL
AT DODGE CITY REGIONAL AIRPORT
AIP/BIL-ATP PROJECT NO. 3-20-0017-039**

AMENDMENT NO. 1

Date: July 7, 2025

This AMENDMENT modifies Authorization No. 8 (the “AGREEMENT”), dated July 27, 2023, between THE CITY OF DODGE CITY (SPONSOR) and BURNS & McDONNELL ENGINEERING COMPANY, INC. (CONSULTANT), the following Airport Improvement Project (“AIP”). For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following change to their AGREEMENT:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Terminal Expansion & Remodel – Construction Phase Services

2. **Description of Improvements:** Provide part-time construction phase services for the construction of a Terminal Expansion & Remodel at the Dodge City Regional Airport (DDC).

B. SUPPLEMENTAL CULTURAL RESOURCE MONITORING REQUIRED:

1. **Description of Work:** Provide supplemental Cultural Resource Monitoring as required by the project’s environmental determination and documented CATEX. Authorization No. 8 (Item B.9) provided assumptions for the amount of effort required to satisfy the requirements set forth by the environmental determination and documented CATEX and satisfy FAA and Osage Nation monitoring requirements.

The Contractor’s means and methods of accomplishing the work resulted in additional monitoring trips from the CONSULTANT’S staff, which resulted in additional hours and expenses than anticipated in the original AGREEMENT.

2. **Description of Work:** A final Cultural Resources Report was not outlined in the original AGREEMENT nor the CATEX determination letter. Osage Nation requires a full cultural report to include:
 - Monitoring schedule and results
 - Local environmental setting
 - Full cultural history of the area
 - Floral/fauna
 - Topography
 - Soils
 - Map figures
 - Study area research

The CONSULTANT estimates that two staff members will spend approximately 116 hours developing this report over a two-week period. This assumption assumes the time required to address any comments received on the report.

C. METHOD OF COMPENSATION:

1. Compensation of the additional Scope of Work for items B.1 shall be made by Method B – Cost Plus a Fixed Payment according to SECTION 6-COMPENSATION, paragraph 6.1.2, of Authorization No. 8, which outlines compensation on a cost plus a fixed payment.

D. AMOUNT OF COMPENSATION:

1. CONSULTANT will perform the Scope of Services for items identified in SECTION B of this Authorization No. 8, per the terms and conditions set forth in the AGREEMENT, for a Not-to-Exceed cost of Ninety-Five Thousand Dollars and Zero Cents (**\$95,000.00**). The revised distribution of Services is shown in Table A.

TABLE A

SCHEDULE OF FEES FOR CONSTRUCTION SERVICES	
Authorization No. 8 Original Contract Value (Item B.9: Cultural Resource Monitoring)	\$94,879.54
Amendment No. 1 (Item B.1: Supplemental Cultural Resource Monitoring)	\$95,000.00
Revised Total Cost of Item B.9 in Authorization No. 8	\$189,879.54

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this AMENDMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed in three (3) counterparts by their duly authorized representatives and made effective the _____ day of _____, 2025.

-----oooOooo-----

BURNS & McDONNELL
ENGINEERING COMPANY, INC.

CITY OF DODGE CITY, KANSAS

By _____
Jason Fuehne, P.E.
Business Development Director
Aviation & Federal

By _____
Michael Burns
Mayor

ATTEST:

By _____
City Clerk

END OF AMENDMENT NO. 1 TO AUTHORIZATION NO. 8

Table 1: Breakdown of Additional Costs		
Authorization No. 8 Funding	\$ 94,879.54	
Additional Incurred To-Date	\$ 74,254.95	\$ 95,000.00
Current Unbilled Amount	\$ 6,140.27	
Forecasted Remaining Value	\$ 14,604.78	

Table 2: Hours for Remaining Cost			
Title	Hours¹	Rate/Hr	Cost
Project Archaeologist	116.89	\$ 52.00	\$ 6,078.49
Percentage of Direct Salary Cost (Office Rate):		240.27%	\$ 14,604.78

¹Hours rounded for final cost to result an even dollar amount in Table 1.

Table 3: Additional Funding Breakdown	
Construction Services - Tasks B.2-B.8 (Cost Plus)	\$ -
Construction Services - Task B.9 (Cost Plus)	\$ 80,395.22
Closeout Services - Lump Sum	\$ 14,604.78



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: December 11, 2024
Subject: Allocation of 2024 Special Alcohol and Drug Funds
Agenda Item: New Business

Purpose: The City receives a portion of the alcohol and drug tax that is collected in the community. The City solicits applications from those who qualify for the funds. The applications received met the general requirements of the program. The recommendations by the committee are the amounts they feel best meets the overall goals of the program.

Recommendation: I recommend the approval of the disbursements of Special Alcohol and Drug Tax money for the recommended programs.

Background:

City Commission Options:

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

Financial Considerations: The City of Dodge City receives a portion of the alcohol and drug tax that is collected in the community. That tax is allocated 1/3 to the General Fund, 1/3 to a Special Park and Recreation Fund and 1/3 to a Special Alcohol and Drug Fund. This allocation is spelled out in the Kansas State Statutes. The amount deposited into the Special Alcohol and Drug fund are to be used for “the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers”. In order to accomplish this, we take applications from agencies/programs that provide those services. There is approximately \$150,000 to be allocated for these programs. The applications received, the amount applied for and the recommended allocation is:

Organization	Project	Amount of Request	Recommendation
New Chance	Assist with social detox position & bilingual licensed counselor position	88,010	88,200
Compass Behavioral Health	Dual Diagnosis services	22,715	22,715
Friends of Recovery	Oxford Houses of Dodge City	50,000	40,000

Amount \$: \$150,915

Fund:124

Dept:65000

Expense Code: 420003

Budgeted Expense

Grant

Bonds

Other

Legal Considerations: None

Mission/Values: Support the quality of life in Dodge City by best spending the monies the City receives for drug and alcohol treatment, education and prevention programs.

Attachments: None

Approved for the Agenda by:



Nicole May, Finance Director



Memorandum

To: City Commission
From: City Manager, Nick Hernandez
Date: December 15, 2025
Subject: City Attorney Agreement
Agenda Item: New Business

Purpose: Approval of Contract for a City Attorney to serve as a legal compliance officer for the City, and legal advisor to the City Manager and City Commission.

Recommendation: Approve contract for City Attorney Services with Paige Gilmore with the Bangerter Law Firm, Dodge City, KS.

Background: In December 2022, the City of Dodge City issued a request for qualifications for Dodge City Attorney. This was to replace current City Attorney Brad Ralph who notified the City of his intention to retire from his appointment with the City at the end of the current contract year. In March of 2023, we entered into a agreement with Paige Bangerter (Gilmore) of the Bangerter Law Firm that renewed annually.

Justification: Her work ethic and dedication to municipal law is commendable. Given her three years of dedicated services it was discussed that we amend her compensation to keep pace similar to all municipal employees by placing a COLA adjustment equal to all city employees per year. Here is the section of change:

4. **Compensation.** The compensation provided to the City Attorney from the City for the Ordinary Services referenced in Section 1 of this Contract shall be \$15,759 per month. Additional Services will be compensated at hourly rates of \$185.40 per hour. Hourly services will be billed monthly in increments of 1/10th of an hour. Out-of-pocket third-party expenses shall be advanced by the City Attorney and reimbursed monthly at the actual out-of-pocket cost. Annually, the compensation highlighted above shall increase for a cost-of-living adjustment (COLA) which shall correspond in timing and amount with the annual COLA adjustment afforded to City employees.

City Commission Options:

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

Financial Considerations:

The compensation provided to Bangerter Law Firm from the City for ordinary services is \$15,759 per month. Additional Services will be compensated at hourly rates of \$185.40 per hour. Hourly services will be billed monthly.

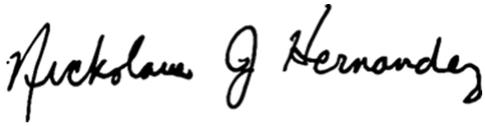
Legal Considerations: The attached contract was reviewed by Bangerter Law Firm and City Attorney Brad Ralph.

Mission/Values: Together, we strive to achieve high performance and service standards set by us and expected by the community.

Attachments:

City Attorney Agreement

Approved for the Agenda by:

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

Nickolaus J. Hernandez
City Manager

CONTRACT FOR CITY ATTORNEY SERVICES

THIS CONTRACT FOR CITY ATTORNEY SERVICES ("Contract") entered into by and between the City of Dodge City, Kansas, a municipal corporation within the State of Kansas (the "City"), and Paige Bangerter (the "City Attorney") with the firm Bangerter Law Firm, P.A., Dodge City, Kansas (the "Firm").

WITNESSETH:

WHEREAS, the City Attorney is appointed by the City Commission (in consultation with the City Manager) and does not exercise control over policy making decisions, but serves generally as a legal compliance officer for the City, legal advisor to the City Manager and the City Commission and, occasionally, as directed and necessary, as an advocate for the City's interests; and

WHEREAS, the City Attorney, directly or indirectly oversees the prosecutorial functions of the Dodge City Municipal Court; and

WHEREAS, the City shall not exercise any control over the hiring, supervision, pay or benefits of any attorney or any employee of the Firm. Neither the Firm nor the City Attorney shall exercise any control or supervision over the hiring, engagement, pay or benefits of any other contractor or employee of the other; and

WHEREAS, the City desires to engage the City Attorney and she desires to act as the City Attorney to provide the legal services as delineated herein.

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

1. **Scope of Ordinary Services.** In addition to any responsibility incumbent upon the City Attorney by virtue of their designation as a matter of State law, the City Attorney hereby agrees to provide the following legal services as ordinary services pursuant to this Contract ("Ordinary Services"). These Ordinary Services are defined to include:

- A. Provide legal advice to the City Commission, City Manager, department heads and designated staff of the City.
- B. Prepare and/or review agreements, contracts, ordinances, resolutions, deeds and other legal instruments, as needed.
- C. Provide advice and counsel to the City Manager on personnel matters including, but not limited to, employee grievances, personnel actions, unemployment hearings, and other personnel matters.
- D. Attend all regular Commission meetings plus occasional special meetings and work sessions, as needed. (Commission meetings are held at 7 p.m. on the 1st and 3rd Mondays of each month.) The City Attorney may substitute other attorneys of the Firm for attendance when necessary.
- E. Be an effective advocate for the City and uphold its law and ordinances.
- F. Advise on zoning, land use, platting and Planning Commission procedures.
- G. Meet regularly with the City Manager and as needed with other City staff.
- H. Attend board and agency meetings, as needed and when requested.
- I. Serve as liaison between the City and State, Federal and local legal officers.

- J. Provide necessary legal opinions and compliance opinions to federal and state agencies and loan programs.
- K. Perform regular research and updates on general areas of municipal and governmental law, including tort liability, contractual liability, open records and meetings laws, and other specialized municipal areas of the law.
- L. Prepare an annual audit letter to the City's certified public accountants regarding the legal affairs of the City when requested.
- M. Review agenda materials of all City Commission meetings and, where necessary, provide legal input for items on the agenda.
- N. Maintain adequate and complete files of legal documents and proceedings on which the City Attorney is consulted.

In addition to the outlined Ordinary Services, and as a component part thereof, the City Attorney, a licensed attorney practicing within the Firm (or a designated third-party responsible attorney selected in consultation with the City Manager) shall provide for the oversight of the Municipal Judge and City Prosecutor for Prosecutorial functions in the form of prosecution of all violations and cases filed in Municipal Court. These Ordinary Services shall include advising the Chief of Police, police officers, and other City staff concerning enforcement of City ordinances and questions of criminal law; providing training to the City and City police regarding Code enforcement, probable cause, and other matters incidental to the foregoing; assisting the Chief of Police, police officers and other City staff in the preparation of criminal complaints and warrants when required; and provide in-service education for police officers and other City staff when necessary. The Prosecutorial oversight functions may necessitate Additional Services (hereinafter described) on district court appeals from municipal court criminal matters (See "Additional Services" hereafter described).

2. **Additional Services.** In addition to the Ordinary Services (including Municipal Court Prosecutorial oversight functions), the City may desire that the City Attorney and/or the Firm provide additional services in the form of special projects/investigations, eminent domain or civil litigation (special or appellate). ("Additional Services"). Said Additional Services will be compensated at the rate identified in Section 4 under Compensation. The exact terms and conditions of the provision of said Additional Services will be mutually agreed by the City Manager prior to the commencement of any such services by the City Attorney, and the City Attorney shall advise when a representation will exceed the scope of Ordinary Services.

3. **Term.** Except to the extent hereafter modified by applicable law, the term of this Contract shall be for one year commencing on the date hereof, and shall automatically renew for an additional year upon the same terms unless terminated by either party (or in the event of non-appropriation by the City Commission for any reason). The City Attorney acknowledges that this Contract shall not constitute an agreement for any continuing relationship with the City after the end of the second year. This Contract and the City Attorney's appointment (unless re-appointed for an additional term by subsequent contract) shall terminate at the end of two years, unless earlier terminated by either party. Notwithstanding the foregoing, City Attorney may be removed from their position at any time by the City Commission for any reason upon notice given to the City Attorney. Either party may terminate this Contract upon 30 days' notice.

4. **Compensation.** The compensation provided to the City Attorney from the City for the Ordinary Services referenced in Section 1 of this Contract shall be \$15,759 per month. Additional Services will be compensated at hourly rates of \$185.40 per hour. Hourly services will be billed

monthly in increments of 1/10th of an hour. Out-of-pocket third-party expenses shall be advanced by the City Attorney and reimbursed monthly at the actual out-of-pocket cost. Annually, the compensation highlighted above shall increase for a cost-of-living adjustment (COLA) which shall correspond in timing and amount with the annual COLA adjustment afforded to City employees.

5. **Independent Contractor.** The parties hereby agree the City Attorney is an independent contractor. This Contract is intended to create an independent contractor relationship between the City Attorney and the City for the purposes of federal, state, and local law, including the Internal Revenue Code of 1986, as amended. The City Attorney is not an employee of the City and, therefore, is not entitled to any benefits to which employees may be entitled under state or federal law, including health insurance, retirement, vacation, sick leave, workers' compensation or unemployment compensation benefits. The City Attorney shall maintain their own adequate professional liability insurance and workers compensation insurance, and if requested, shall provide proof of same.

The City Attorney assumes full responsibility for payment of all taxes or assessments on compensation earned and paid hereunder, under all applicable federal, state and local laws, including, but not limited to, income tax and self-employment tax. The City shall not withhold any federal, state, or local taxes from the City Attorney's compensation and shall not pay any social security and/or Medicare taxes attributable to such compensation. The City Attorney agrees to indemnify, defend and hold the City harmless for and against any claimed or actual taxes or assessments, or fees, fines or penalties in connection therewith, related to compensation under, or for work performed by the City Attorney pursuant to, this Contract.

6. **Independent Performance of Services.** The City Attorney shall have full control over the methods, techniques, and procedures for performing both Ordinary Services and Additional Services, shall establish the necessary priorities and sequence required for the work hereunder to be completed in a timely manner and, subject to the rules and procedures of the City Commission and City Municipal Court, shall determine when, where and how to complete the Ordinary Services and Additional Services. The City Attorney shall provide all such labor, office space, necessary equipment (including computer) materials, assistance and staff as he shall from time to time deem necessary to perform the complement of services hereunder. The City shall not provide work materials or equipment. The City Attorney is not expected to devote substantially all their time to the City, shall not have any set hours of work at City Hall. Except as dictated by the Kansas Rules of Professional Conduct, nothing herein shall restrict the City Attorney or any member of the Firm from other gainful work and shall not restrict the City Attorney or said Firm (by implication or otherwise) from serving other lawful clients. It is understood that the City Attorney spends more than a de minimis amount of time serving other clients unrelated to the City and that the City Attorney's services are available to the general public on a regular and consistent basis. The City Attorney shall perform the contract services hereunder as the City Attorney, in their professional opinion, shall deem appropriate to meet the needs of the City.

The City Attorney hereby represents that they are a Kansas attorney, duly licensed in the State of Kansas, authorized to practice before the Kansas Supreme Court and the United States District Court of Kansas. The City Attorney agrees to maintain such licensure, including all required continuing legal education credits and training necessary for continued licensure at the City Attorney's expense. The City shall be responsible for, and pay any membership fees to, professional associations and organizations uniquely related to the positions of City Attorney and City Prosecutor, including the Kansas League of Municipalities, the Kansas Municipal Attorney's

Association, and the like. City shall pay for tuition, enrollment fees, travel costs, and similar costs for seminars and meetings intended to provide continuing education in the areas of municipal law and prosecution, if approved in advance by the City Manager. The parties acknowledge that in carrying out the services addressed in this Contract, the City Attorney will be acting on behalf of or in service to a governmental entity in an official capacity, as referenced in the Kansas Tort Claims Act, K.S.A. 75-6102(d)(1).

The City Attorney shall not be required, nor is it expected that anyone from the Firm shall, attend any City employee meetings, training or employee functions and shall not be required to provide a regular or oral written report of the City Attorney's or Firm's activities under this Contract, except as required by the ethical standards for communication with the Firm's clients. Contract services will include a legal review of routine agenda memos, e-mail correspondence and contracts. The City Attorney may be requested to attend occasional City business meetings (e.g., with potential land developers or contractors for the City). The City Attorney will prepare and certify ordinance summaries, as from time to time requested by the City Manager and as required by law.

As designated City Attorney, the City Attorney will correspond directly with the City Manager and shall be permitted to correspond directly with the Commissioners and City staff for discussion of official City business on the basis determined necessary by the City Attorney.

While the Firm will assist in determining the legality of public policy decisions that are made by the City Commission, the Firm will not render any opinion on financial matters, nor will it be involved in the selection of other professionals engaged by the City for financial advice, borrowing or refinancing considerations, or other matters. The Firm is not a financial advisor and its advice will generally be limited to matters of law and the validity of the City's actions. Neither the Firm's operations nor its services shall be in any manner integrated with the operations of the City, nor shall the City in any manner exercise any control over the operations of the Firm or the independent judgment of the City Attorney.

With respect to the City Attorney, this Contract shall be considered a personal services contract. In the event the City Attorney is unable to provide the essential legal services contained in this Contract due to extended illness, absence, or other pursuits, the City Commission and/or City Manager may negotiate compensation with other attorneys to provide legal services, but no compensation will be paid to the City Attorney during their absence unless their functions are completed by other members of their Firm.

Nothing contained in this Contract shall prohibit the City from utilizing other legal representation for specific types of legal services which may be deemed in the best interest of the City at any time.

7. **Compliance with Law.** In providing services pursuant to this Contract, the City

Attorney will comply with all applicable federal, state and local laws.

8. **Non-Discrimination.** In providing services pursuant to this Contract, the City Attorney will not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry.

9. **Interest of Public Officials.** No public official who exercises any functions or responsibilities in the review and approval of this Contract will have any direct or indirect interest in the amounts payable pursuant to this Contract.

10. **Assignment.** No party hereto has the authority to assign this Contract, or any interest under this Contract.

11. **Notices.** All notices required herein will be made in writing and mailed or hand delivered to the regular places of business of the respective parties hereto.

12. **Entirety of the Contract; Amendment.** All prior negotiations have been reduced to writing and are included herein. This Contract supersedes, cancels and terminates all prior written and/or oral understandings or agreements relating to the same or similar subject matter. This Contract constitutes the entire agreement of the parties and may not be amended, altered, or modified, except by written agreement of the parties.

13. **Governing Law.** This Contract shall be construed and interpreted in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Kansas.

IN WITNESS WHEREOF, this Contract is hereby executed by the parties hereto as of the _____ of _____, 2025.

Paige Gilmore, Partner
Bangerter Law

Jeffery Reinert, Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: City Commission

From: City Manager, Nick Hernandez

Date: September 15, 2025

Subject: Approval of a purchase agreement with Radco Builders LLC

Agenda Item: New Business

Recommendation: Approve the Real Estate Agreement with Radco Builders LLC for the purchase of 314 West Spruce in the amount of \$100,000 and demolition costs for a total amount not to exceed \$125,000.

Background: The Property located at 314 West Spruce, known formally as the Birds of the Feather Quilt Shop and lies in the heart of our downtown Heritage District. The structure was destroyed by a fire September 17th of this year and is still in its current state.

Upon closing the City will begin demolition of the structure working with the insurance adjusters to finalize their investigations, of which will conclude no later than 45 days upon execution. (Anticipated to take place early January) The Seller has agreed to provide \$25,000 in demolition reimbursement upon invoice and \$5,000 in fire service fees to offset the cost of demolition. Demolition is anticipated to cost approximately \$50,000 bringing the total cost to the City of \$125,000 for the property.

Justification: With the City obtaining ownership of the structure, we will be able to mitigate and develop a plan for reuse that will be compatible to the expansion of the existing Star Bond Heritage District that is currently in the initial phases. Reimbursement of cost of the property is an eligible expense for Star Bond proceeds and efforts over the next few months will be underway for the issuance of additional bonds.

Financial Considerations:

Funds will be taken from the 2% Transient Guest Tax fund and will be reimbursed by either Star Bonds or by redevelopment of the property.

Legal Considerations: The agreement has been reviewed and approved by the City Attorney.

Cite Commission Options:

1. Approve the purchase agreement with Radco Builders LLC
2. Reject the Proposal
3. Table for further discussion

Attachments:

Real Estate Sales Contract with Radco Builders LLC

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of this _____ date of _____, 2025 (the "Effective Date"), by and between the City of Dodge City, Kansas, a municipal corporation ("Buyer" or "City"), and Radco Builders, LC, a Kansas limited liability company, whose address is 2002 Burr Parkway, Dodge City, Kansas 67801 ("Seller" or "Owner"). The City and Owner are each a "Party" and collectively the "Parties."

1. **Property Description.** The real property commonly known as 314 West Spruce Street, Dodge City, Ford County, Kansas, together with all improvements thereon and appurtenances thereto, more particularly described as follows:

ORIGINAL TOWN OF D C SUPP, S26, T26, R25, PT LT 1 BLK 19 BEG SE COR LT 1 TH N 140'; W 118.5'; S 141'; E 59.75'; N 1'; E 58.75' TO POB (INC VAC PT 3RD & SPR) Plat Book/Page A /47 Lot Width: 118.5 Lot Depth: 141.0

(the "Property").
2. **Property Condition.** The Parties acknowledge the building on the Property is fire-damaged and the Property is conveyed in its existing "AS IS, WHERE IS" condition, with all faults, and without any representation or warranty, except as expressly stated in this Agreement.
3. **Purchase and Sale**
 - a. Agreement to Convey. Subject to the terms and conditions herein, Seller agrees to sell, convey, and transfer to Buyer, and Buyer agrees to purchase from Seller, the Property for the Purchase Price as defined below.
 - b. Deed. At Closing, Seller shall convey fee simple title to the Property to Buyer by Quitclaim Deed.
4. **Purchase Price.** The total purchase price for the Property is One Hundred Thousand Dollars (US \$100,000) plus Reimbursement Amount as defined herein. (the "Purchase Price").
5. **Closing.** The closing of the transaction ("Closing") shall occur on January 30, 2025, or on such other date as the Parties may mutually agree in writing. Real estate taxes, assessments, rents, if any, and customary items shall be prorated as of the Closing Date. Any transfer taxes shall be allocated as required by law.
 - a. Buyer's Expense: All expenses incident to any funding arrangement for the purchase, one-half of closing fees, recording fees, the City's own attorney fees, and expenses stipulated to be paid by City.
 - b. Seller's Expense: All costs of releasing existing loans and recording the releases, preparation of Deed, one-half of closing fees and other expenses stipulated to be paid by Seller under other provisions of the Contract, Seller's own attorney fees.
6. **Due Diligence; Insurance Inspection.** Buyer shall have reasonable access to the Property, upon prior notice to Seller, for inspections, surveys, and environmental

assessments during a period commencing on the Effective Date and expiring 45 days thereafter.

Buyer shall provide Seller's property insurance carrier with at least thirty (30) days' written notice and an opportunity to inspect the Property before Buyer commences demolition activities. Seller shall promptly provide Buyer with the name and contact information for the carrier and any claim information reasonably needed to provide such notice. Should Seller, its tenants, or any insurance carrier require more than the 30 days discussed herein, Seller's insurance carrier may upon written notice to the City, receive an additional 30-days to inspect the Property.

7. **Demolition and Reimbursement.** Following Closing and after the insurance inspection window described herein, Buyer will conduct or cause to be conducted the demolition of the fire-damaged building and related debris removal in accordance with applicable laws. Seller shall reimburse Buyer a total of thirty thousand dollars (\$30,000.00) in two payments broken down as follows: twenty-five thousand dollars (\$25,000) for demolition reimbursement and five thousand (\$5,000) for fire department services (the "Reimbursement Amount"). Payment of the Reimbursement Amount shall be due within 15 days after Buyer's written demand following substantial completion of demolition. Seller shall cooperate in good faith to assign, endorse, or otherwise make available to Buyer any insurance proceeds payable for demolition, debris removal, or related remediation, to be credited against the Reimbursement Amount. Buyer agrees to provide Seller with any invoices for demolition or fires services that may be required to secure reimbursement from the insurance company.
8. **Fencing.** The Parties understand existing fencing surrounding the property belongs to Building Solutions, a third-party doing business in Dodge City. Buyer agrees to facilitate return of fencing to Building Solutions upon substantial completion of demolition.
9. **Possession; Risk of Loss.** Possession of the Property shall be delivered to Buyer at Closing. Risk of loss shall remain with Seller until Closing; thereafter, risk of loss shall be with Buyer.
10. **Seller Representations.** Seller represents that: (a) Seller has full power and authority to enter into and perform this Agreement and to convey the Property; (b) no consent of any third party is required other than those set forth herein; and (c) to Seller's knowledge, there are no pending lawsuits or condemnation actions specifically affecting the Property that would prevent Seller's performance. The representations of this paragraph shall survive the Closing.
11. **AS IS.** Except as expressly provided in this Agreement, Buyer acknowledges and agrees that Seller makes no representations or warranties, express or implied, regarding the Property, and Buyer is relying on its own inspections and investigations.
12. **Default; Remedies.** If Seller materially breaches this Agreement, Buyer may elect to terminate this Agreement and receive a return of any earnest money or seek

specific performance. If Buyer materially breaches and fails to cure within 30 days after written notice of breach, Seller may elect to terminate this Agreement and retain any earnest money as liquidated damages as Seller's sole remedy.

13. **Acceptance.** This Agreement shall not be considered accepted until required approvals have been given by persons with actual authority to bind the parties.
14. **No Arbitration; Damages.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction of the State of Kansas, County of Ford. No payment of damages or penalties beyond those stated within this contract shall be implied.
15. **Further Assurances.** The Parties shall execute and deliver such additional documents and take such actions as reasonably necessary to carry out the purposes of this Agreement.
16. **Miscellaneous Provisions:**
 - a. Kansas Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, and venue for any suit shall be in courts located in the State of Kansas, County of Ford.
 - b. Disclaimer of Liability; No Indemnity by City. No provision of this Agreement will be given effect that requires the City of Dodge City or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions; the City's liability is as defined under the Kansas Tort Claims Act.
 - c. Waiver. No waiver of any provision hereof shall be effective unless in writing signed by the party against whom the waiver is sought to be enforced.
 - d. Cash Basis Law. Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify contractor of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the City's then current budget year.
 - e. Notices. All notices shall be in writing and deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by U.S. Mail, postage pre-paid, to the addresses below, or to such other addresses as

a Party may designate by notice: Buyer: City of Dodge City, 806 N. 2nd Avenue, Dodge City, KS 67801; Seller: 2002 Burr Parkway, Dodge City, KS 67801.

- f. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to its subject matter, supersedes all prior negotiations and agreements, and may be amended only by a written instrument signed by both Parties.
- g. Severability. If any provision of this Agreement is found invalid, illegal or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.
- h. Counterparts, Electronic Signatures. This Agreement may be executed in counterparts and by electronic (e-signature) means, each of which shall be deemed an original and all of which together shall constitute one instrument.

17. The following exhibits are incorporated herein and made part hereof:

- (a) Exhibit A: Legal Description of the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:



David W. Field, Manager
Radco Builders, LC

CITY OF DODGE CITY:

Jeffery Reinert, Mayor

ATTEST:

Conie Marquez, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

ORIGINAL TOWN OF D C SUPP, S26, T26, R25, PT LT 1 BLK 19 BEG SE COR LT 1
TH N 140'; W 118.5'; S 141'; E 59.75'; N 1'; E 58.75' TO POB (INC VAC PT 3RD & SPR)
Plat Book/Page A /47 Lot Width: 118.5 Lot Depth: 141.0



Memorandum

To: City Commissioners
From: Nick Hernandez, City Manager
Date: December 11, 2025
Subject: Agreement for Services
Agenda Item: New Business

Purpose: Approval Real Estate Advisor Agreement for Services between the City of Dodge City and Copaken Brooks, LLC.

Recommendation: Staff recommends approval of the Agreement.

Background: This agreement appoints Copaken Brooks, LLC, with whom the City has a longstanding relationship of outstanding service, to serve as the City's real estate advisor for ongoing and potential additional STAR Bond Project Districts. This contract would include Copaken Brooks' services in three distinct STAR bond districts (1) the Entertainment District, (2) the Power Center District, and (3) the Heritage District. Copaken Brooks will provide a variety of services including (i) establishing districts (ii) pre-development of districts (iii) marketing, and (iv) development related services regarding each of the three STAR bond districts. The agreement term would begin on the date of execution, and continue through December of 2026, with an option to extend for additional one-year terms, as necessary for project completion.

City Commission Options:

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

Financial Considerations: Compensation includes a Basic Fee of \$2,500 per month funded from December 1, 2025 through December 31, 2026, and an Advisory Fee tied to STAR bond issuance proceeds, with example calculation and timing; the Advisory Fee is reduced by Basic Fees previously paid. Reimbursable expenses are capped at \$5,000 unless preapproved in writing by the City Manager.

It is the understanding of the Real Estate Advisor and the City, that all Real Estate Advisor Fees including the Basic and Advisory Fees are STAR Bond Eligible expenses, subject to approval by the Kansas Secretary of Commerce pursuant to the Act. If the Real Estate Advisor Fees are not eligible for reimbursement, the City, if agreeable, will fund these fees or Real Estate Advisor will cause the Developer(s) to fund these fees as a condition of approval of a Development Agreement

Legal Considerations: The contract has been reviewed by the City Attorney and is approved as to form.

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

Attachments: Real Estate Advisory Agreement for Services; Exhibits A-C.

Approved for the Agenda by:

A handwritten signature in blue ink, appearing to read "Paige Gilmore", is written over a solid black horizontal line.

Paige Gilmore, City Attorney