

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Tuesday, September 7, 2021

7:00 p.m.

MEETING #5191

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

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Joel Tuche, First Missionary Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Exceed Revenue Neutral Rate

PUBLIC HEARING

2022 Budget

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Welcome Week Proclamation

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

City Loyalty Oath Ceremony - Police Chief, Drew Francis

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes August 16, 2021;
2. Approval of Joint City/County Commission Meeting Minutes, August 23, 2021;
3. Appropriation Ordinance No.17, September 7, 2021;
4. Cereal Malt Beverage License:
 - a. Panadaria La Tapatia, 614 E. Wyatt Earp Blvd.
 - b. Dillons Store, 1700 14th Avenue.
 - c. Approval of Change Order #2 for Wagon Wheel III Sub-Division.
 - d. Change Order #1, for Candletree #6 Sub-Division.

ORDINANCES & RESOLUTIONS

Ordinance No. 3760: An Ordinance Regulating Traffic within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “2021 Standard Traffic Ordinance for Kansas Cities” and Repealing Ordinance No. 3739. Report by City Clerk/Finance Technician, Connie Marquez.

Ordinance No. 3761: An Ordinance Regulating Public Offenses within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the “Uniform Public Offense Code for Kansas Cities, Edition 2021” and Repealing Ordinance No. 3740. Report by City Clerk/Finance Technician, Connie Marquez.

Resolution No. 2021-22: A Resolution in Support of an Application for Funding Through the Moderate-Income Housing Program Offered Through the Kansas Housing Resources Corporation to the Utilized for the Abandoned Housing Program in Dodge City, Kansas. Report by Assistant Director of Dodge City/Ford County Development Corporation, Mollea Wainscott.

Resolution No. 2021-23: A Resolution of the City of Dodge City, Kansas to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate. Report by Finance Director, Nicole May.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of bid for Ten (10) Golf Cars. Report by Director of Administration, Ryan Reid.
2. Approval of Voting Delegates and Alternates to the League of Kansas Municipalities Annual Conference. Report by City Clerk/Finance Technician, Connie Marquez.
3. Approval of Quote for Repairs to Well #25. Report by Public Works Director, Corey Keller.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Preliminary Discussion Relating to Acquisition of Real Property

EXECUTIVE SESSION

Preliminary Discussion Relating to Acquisition of Real Property

EXECUTIVE SESSION

Preliminary Discussion Relating to Acquisition of Real Property

ADJOURNMENT

PROCLAMATION

TO THE PEOPLE OF DODGE CITY, GREETINGS:

WHEREAS, Dodge City' success depends on making sure that all individuals feel welcome here. All individuals are a vital part of our community — bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity that we all value; and

WHEREAS, this week, we honor the spirit of unity that is bringing neighbors together across Dodge City. During Welcoming Week, I invite all Dodge City residents to join this movement of communities nationwide by renewing our commitment to acting in the spirit of welcoming. By working together, we can achieve greater prosperity and make Dodge City the kind of place where diverse people from around the world feel valued and want to put down roots; and

WHEREAS, regardless of where we are born or what we look like, we are Dodge City united in our efforts to build a stronger state. By recognizing the contributions that we all make to create a vibrant culture and a growing economy, we make our community more prosperous and more inclusive to all who call it home; and

WHEREAS, let us come together to build communities where every member has the opportunity to contribute their best. Let us come together to create a more prosperous community and to reaffirm that Dodge City still stands as a beacon of freedom and opportunity.

NOW, THEREFORE, I, Rick Sowers, Mayor of Dodge City, do hereby proclaim the week of September 10th, 2021, as

Welcoming Week

in Dodge City and I urge all residents to join in this observation.

Mayor

City Clerk

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARINGS

The governing body of

City of Dodge City

will meet on September 7, 2021 at 7:00 PM at City Commission Chambers, 806 2nd Avenue for the purpose of hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and the proposed use of all funds. Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2022 Expenditures and Amount of Current Year Estimate for 2021 Ad Valorem Tax establish the maximum limits of the 2022 budget. Proposed Tax Rate is subject to change dependent on the final assessed valuation.

FUND	Prior Year Actual for 2020		Current Year Estimate for 2021		Proposed Budget for 2022		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2021 Ad Valorem Tax	Proposed Tax Rate*
General	12,475,737	24.779	17,126,911	24.267	19,670,160	3,976,559	23.360
Debt Service	3,849,886	10.666	4,112,962	10.415	4,489,363	1,866,287	10.963
Library	1,018,700	5.489	1,050,696	5.431	1,060,000	945,951	5.557
Library Employee Benefits Fund	214,000	1.155	220,000	1.148	226,000	201,384	1.183
Capital Improvement Fund	396,826	0.942	830,000	0.910	830,000	160,614	0.944
Special Liability Fund	462,616	2.500	990,000	2.378	1,165,907	403,509	2.370
Special Highway	904,662		755,272		1,018,237		
Convention and Visitors	376,144		877,582		1,028,764		
Special Park & Recreation	133,500		133,500		100,000		
Special Alcohol & Drug	90,054		103,900		76,535		
Capital Equipment	212,000		200,000		200,000		
Utility Administration	1,914				6,000		
Vehicle Maintenance	218,405		470,000		882,000		
Medical Self Insurance	586,855		229,950		310,500		
SMPC Trust							
Development & Growth Fund	381,723		441,414		448,022		
ST Fund - Organizational Fundin	2,145,108		3,045,000		3,045,000		
Sales Tax - Dep & Replacement	30,229		30,000		30,000		
Depot	858,338		571,375		625,000		
Community Improvement Distric	638,347		713,000		613,200		
Rural Housing Incentive District	144,734		500,000		20,000		
Warrior Project (Bio Gas)	147,744		322,897		394,473		
Sales Tax Project Fund	6,327,867		6,896,728		6,969,681		
Water Utility Fund	4,703,211		4,823,452		4,791,080		
Sanitation	1,960,246		2,225,065		2,507,773		
Wastewater Utility Fund	5,810,366		6,124,985		6,716,476		
Non-Budgeted Funds-A	6,417,759						
Non-Budgeted Funds-B	332,561						
Non-Budgeted Funds-C	400,000						
Non-Budgeted Funds-D	29,282						
Non-Budgeted Funds							
Totals	51,268,814	45.531	52,794,689	44.549	57,224,171	7,554,304	44.377
						<i>Revenue Neutral Rate**</i>	<i>44.297</i>

Less: Transfers	6,850,126		9,496,509		9,643,864		
Net Expenditure	44,418,688		43,298,180		47,580,307		
Total Tax Levied	7,604,975		7,628,081				
Assessed Valuation	167,035,530		171,235,577		170,227,355		

Outstanding Indebtedness,

	2019	2020	2021
January 1,			
G.O. Bonds	45,485,000	54,655,000	54,615,000
Revenue Bonds	42,220,000	40,595,000	38,860,000
Other	26,609,189	8,994,143	8,487,198
Lease Purchase Principal	1,518,062	1,304,029	1,084,769
Total	115,832,251	105,548,172	103,046,967

*Tax rates are expressed in mills

** Revenue Neutral Rate as defined by 2021 Kansas Senate Bill 13

Nicole May

City Official Title: Finance Director

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, August 16, 2021

7:00 p.m.

MEETING #5189

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

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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ROLL CALL: Mayor Rick Sowers, Brian Delzeit, Blanca Soto, Joseph Nuci, Kent Smoll joined at 7:10 through zoom.

INVOCATION by

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on the Small Cities Community Development Block Grant (CDBG-CV). Angie Gonzales spoke and said they would be applying for a \$300,000 CDBG grant which would help cover small to mayor renovations or cosmetics to homes located in some of the areas of south Dodge City. Each home would qualify for up to \$25,000 to help bring the homes up to city codes.

There were no public comments. Mayor Rick Sowers closed the public hearing.

APPROVAL OF AGENDA

Commissioner Rick Sowers moved to approve the agenda as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 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).

Executive Director, Lori Juhlian gave an update on the Public Library budget

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, August 2, 2021,
2. Appropriation Ordinance No.16, August 16, 2021,
3. Approval of the (CDBG) Community Development Block Grant Close-Out Documents.

Commissioner Brian Delzeit moved to accept the consent calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2021-20: A Resolution certifying legal authority and authorization to apply for the small cities Community Development Block Grant Program through the Kansas Department of Commerce and allow city manager to sign any documents needed was approved on a motion by Commissioner Blanca Soto, Commissioner Brian Delzeit seconded the motion. The motion carried 5 -0.

Resolution No. 2021-21: A Resolution authorizing and providing for the calling of a special question election in the City of Dodge City, Kansas, for the purpose of submitting to the electors of the City the question of imposing a one-half percent (0.5%) city-wide retailers' sales tax; and providing for the giving of notice of said election was approved on a motion by Commissioner Brian Delzeit. Commissioner Blanca Soto seconded the motion. The motion carried 4 – 0 with Commissioner Joseph Nuci voting nay.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Brian Delzeit moved to approve the sales agreement with Wild Pine Ventures LLC for Lot 2, Fourteenth Avenue and Soule Subdivision, Unit Two in the amount of \$225,000. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS**STAFF REPORTS****ADJOURNMENT**

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Delzeit seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk

Joint City/County Commission Meeting Minutes
Monday, August 23, 2021
City Hall Commissioners Chambers
6:30 PM
Meeting # 5190

CALL TO ORDER

ROLL CALL

Ford County: Chairman Shawn Tasset, Commissioner Ken Snook present, Commission Chris Boys absent.

City of Dodge City: Mayor Sowers, Commissioner Kent Smoll, Brian Delzeit, Blanca Soto, Joseph Nuci present

NEW BUSINESS

1. Ford County Commission approval of Letters of Support for City of Dodge City, applications for EDA Grants.

County Action: Commissioner Shawn Tasset made a motion to approve Letters of Support for City of Dodge City, applications for EDA Grants. Commissioner Ken Snook seconded the motion. The motion carried 2 - 0.

2. Discussion of 2022 “Why Not Dodge” Sales Tax Budget

Finance Director, Nicole May discussed the upcoming changes to be made to the Long Branch Lagoon Water Park. Assistant City Manager/Public Affairs Melissa McCoy explained more about the changes. The current agreement with Stanguard Aquatics will be terminating September 6, 2021. The city will begin managing the water park after this date. The water park budget was discussed.

The Sales Tax Fund Depreciation and Replacement were discussed.

Chairman Shawn Tasset asked JD, County Administrator to have the opportunity to have this put on the county agenda so Commissioner Boys can give his opinion on the Sales Tax Budget.

ADJOURNMENT :

City Action: Commissioner Rick Sowers moved to adjourn the meeting and Commissioner Joseph Nuci seconded the motion. The motion carried 5 – 0.

County Action: Commissioner Shawn Tasset moved to adjourn the meeting and Commissioner Ken Snook seconded the motion. The motion carried 2 – 0.

Mayor:

ATTEST:

City Clerk

INDIVIDUAL/SOLE PROPRIETOR APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of DODGE CITY

SECTION 1 – LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One:			
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.			
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.			
SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-273662523-F01			
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application)			
Name ESTHER RODRIGUEZ		Phone No. 620-339-6839	Date of Birth 12-29-1985
Residence Street Address 903 HARDESTY AVENUE		City DODGE CITY, KS	Zip Code 67801
Applicant Spousal Information			
Spouse Name		Phone No.	Date of Birth
Residence Street Address		City	Zip Code
SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name PANADERIA LA TAPATIA		Name	
Business Location Address 614 EAST WYATT EARP BLVD		Address	
City DODGE CITY	State KANSAS	Zip 67801	City State Zip
Business Phone No. 620-338-8894		<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) JUAN DOMINGUEZ			
SECTION 4 – APPLICANT QUALIFICATION			
I am a U.S. Citizen			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>19</u> years.			
I am at least 21 years old.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 0044801956590F01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation Dillon Companies, LLC.		Principal Place of Business 2700 E. 4th., P.O. Box 1608	
Corporation Street Address 2700 E. 4th., P.O. Box 1608		Corporation City Hutchinson	State KS
		Zip Code 67501	
Date of Incorporation 05/13/1921	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name		Phone No.	
Residence Street Address		City	State
		Zip Code	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Dillons #1	Name Kroger Business License
Business Location Address 1700 N 14th St.	Address 2620 Elm Hill Pike, P.O. Box 305103
City Dodge City, KS 67801	City Nashville, TN 37230-5103
State	State
Zip	Zip
Business Phone No. 620-225-6130	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) <i>same</i>	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name See Attached	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 26, 2021
Subject: Change Order #2, Wagon Wheel III Sub-Division, PL 2002
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #2 for Wagon Wheel III Sub-Division for a decrease in the amount of \$16,877.70.

Background: The Wagon Wheel II Sub-Division Infrastructure Project was approved in June of 2020. During the project a few small changes had to be made. The quantities listed represent final measurements for the project. Twenty less feet of 24" RCP was installed than was planned. Sixty-eight less feet of silt fence was installed. The biodegradable filter sock was deleted from the contract. Additional inlet protects was required. Due to how quickly construction started on houses, temporary and permanent seeding was reduced. Only one construction entrance was used during the construction of the project.

Justification: This change order provided the necessary work to complete the sub-division infrastructure installation.

Financial Considerations: Change Order #1 is for a decrease of \$16,877.70. Funding will be from RHID program set up for Wagon Wheel III. Overall the project was \$945.30 over the contract amount.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Legal Considerations: By approving the Change Order from Klotz Sand Company, the contract dollar amount will be amended.

Attachments: Change Order #2

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Wagon Wheel III

PROJECT NUMBER: PL 2002

CONTRACTOR: Klotz Sand Co.

REQUEST NUMBER: 2

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
24" Reinforced Concrete Pipe	L.F.	685	665	-20	\$ 65.71		\$ (1,314.20)
Silt Fence	L.F.	2368	2300	-68	\$ 4.25		\$ (289.00)
Biodegradable Filter Sock	L.F.	1842	0	-1842	\$ 2.25		\$ (4,144.50)
Inlet Protection	Each	13	16	3.00	\$ 415.00		\$ 1,245.00
Temporary Seeding	Ac.	2.2	1.35	-0.85	\$ 2,500.00		\$ (2,125.00)
Permanent Seeding	Ac.	3.7	0	-4	\$ 2,500.00		\$ (9,250.00)
Construction Entrance	Each	1	0	-1	\$ 1,000.00		\$ (1,000.00)
						NET DECREASE	\$ (16,877.70)

RECOMMENDED FOR APPROVAL:

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

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Klotz Sand Co.

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 26, 2021
Subject: Change Order #1, Candletree #6 Sub-Division, PL 1903
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for Candletree #6 Sub-Division for a decrease in the amount of \$78,867.51.

Background: The Candletree #6 Sub-Division Infrastructure Project was approved in December of 2020. During the project some changes were made. Three field caps for the manholes were deleted from the contract. In the past the field caps make it difficult to adjust the manhole rings to match the finished grade of the new yards. The 3" Pipe and Service Taps were deleted from the contract. This was to act as the loop between the water mains of the development. The decision was made to proceed with the construction of Iron Rd and the associated water line, so this 3" line was not needed any longer. The Excavation, and Embank items represent final earthwork numbers. The embankment quantity changed after the developer received the quote for construction. It was also discovered there was not enough material onsite to complete the project. So, the contractor had to supply for of the fill material. The Type III barricades and 6" PVC Storm Pipe were deleted from the contract since Iron Rd. three additional feet of the 38"x 24" ERCP was needed on the project. With the construction of Iron Rd taking place, the erosion control items were changed to coincide with the Iron Rd. Project. Due to the fact that Iron Rd is being constructed and the developer has started constructing houses, the seeding was omitted from the contract. The Contractor did not include a bond with the quote submitted to the developer. Since the project was over \$50,000, the City required a bond from the contractor. This was the cost for the contractor to get a bond for the project.

Justification: This change order provided the necessary work to complete the sub-division infrastructure installation.

Financial Considerations: Change Order #1 is for a decrease of \$78,867.51. Funding will be from RHID program. The project was \$78,867.51 under the contract amount.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Legal Considerations: By approving the Change Order from Klotz Sand Company, the contract dollar amount will be amended.

Attachments: Change Order #1

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Candletree #6

PROJECT NUMBER: PL 1903

CONTRACTOR: Klotz Sand Co.

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Field Cap	Each	3	0	-3	\$ 950.00		\$ (2,850.00)
3" Blue Poly Pipe	L.F.	710	0	-710	\$ 21.75		\$ (15,442.50)
3" Service Tap	Each	4	0	-4	\$ 2,650.00		\$ (10,600.00)
Excavation (Unclassified)	C.Y.	5786	5453	-333	\$ 3.75		\$ (1,248.75)
Embankment (95%) (VRF=1.15)	C.Y.	10855	0	-10855	\$ 13.25		\$ (143,828.75)
Embankment (95%) (VRF=1.15)	C.Y.	0	5453	5453		\$ 9.50	\$ 51,803.50
Embankment (95%) (VRF=1.15) - Furnished Fill	C.Y.	0	4553	4553		\$ 25.00	\$ 113,825.00
Type III Barricades	Each	6	0	-6	\$ 1,000.00		\$ (6,000.00)
6" PVC Storm Pipe	L.F.	62	0	-62	\$ 43.50		\$ (2,697.00)
38"x24" Elliptical RCP	L.F.	93	96	3	\$ 76.28		\$ 228.84
Biolog	L.F.	4087	1200	-2887	\$ 9.30		\$ (26,849.10)
Silt Fence	L.F.	503	3000	2497	\$ 5.25		\$ 13,109.25
Ditch Check	Each	16	0	-16	\$ 595.00		\$ (9,520.00)
Relocate Faircloth Skimmers	Each	2	0	-2	\$ 1,050.00		\$ (2,100.00)
Flexamat	S.F.	440	0	-440	\$ 25.00		\$ (11,000.00)
Constrction Entrance	Each	2	1	-1	\$ 1,950.00		\$ (1,950.00)
Temproary Seeding	Ac.	7.3	0	-7.3	\$ 2,600.00		\$ (18,980.00)
Permanent Seeding	Ac.	6.6	0	-6.6	\$ 2,600.00		\$ (17,160.00)
Bond	L.S.	0	1	1		\$ 12,392.00	\$ 12,392.00
						NET DECREASE	\$ (78,867.51)

RECOMMENDED FOR APPROVAL:

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

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Klotz Sand Co.

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Connie Marquez, City Clerk/Finance Technician
Date: September 7, 2021
Subject: Ordinance No. 3760 & 3761
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Ordinance No. 3760 & Ordinance No. 3761.

Background: Ordinance No. 3760 adopts the “2021, 48th Edition of the Standard Traffic Ordinance” by reference. The changes made to this code during the 2021 legislature include the following:

Article 1 Definitions: Added Authorized Utility or Telecommunication Vehicle, Funeral Escort, Funeral Lead Vehicle

New Section 10.1 - Funeral Procession; Section 119 Parades and Processions

Section 30.4 - Impounded Motor Vehicle (New Editor’s Note)

Section 31 - Fleeing or Attempting to Elude a Police Officer

New Section 40.2 - Passing a Stationary Authorized Utility or Telecommunications Vehicle

Section 106 - Transportation of Alcoholic Beverage (New Editor’s Note)

Section 115 - Unlawful Riding on Vehicles; Persons 14 years of age and older

New Section 126.1.1 - Display of License Plate

Section 179 - Spilling Loads on 760 Highway

Section 201 - Penalties citation added

Section 201.1 - Failure to Comply with a Traffic Citation

Ordinance No. 3761 adopts the “2021 Edition of the Uniform Public Offense Code” by reference. The changes made to the Uniform Public Offense Code during the 2021 legislative session include the following:

Definitions: Section 1.1: A Class A Club & Drinking Establishment

Section 1.1 - Class A Club & Drinking Establishment

Section 3.2.1 - Sexual Battery

Section 5.5 - Watercraft

Section 6.2 - Intent; Permanently Deprive

New Section 6.7.2 - Trespassing on a critical infrastructure facility

New Section 7.1 - Unlawfully tampering with electronic monitoring equipment

New Section 7.5 - Distribution of unattributed applications for advance voting ballots

New Section 9.3 - Violation of Executive Order under K.S.A 48-925 mandating a curfew or prohibiting public entry

Section 11.3 - Commercialization of Wildlife

Justification: Each year the State Legislature passes numerous laws that affect the laws of the State as well as those of the individual cities. The League of Kansas Municipalities compiles a small booklet which incorporates all the laws in Kansas that deal with public offenses and traffic offenses. These are the “Standard Traffic Ordinances and the “Uniform Public Offense Code”. Cities are allowed to adopt these codes by reference, so the entire code is not included in the adopting ordinance. Each employee that deals with any of these codes or ordinances is furnished a book to reference when necessary, to cite persons with violations of the ordinances.

Financial Considerations: The cost of the booklets for the pertinent employees’ use is approximately \$1,160.00.

Purpose/Mission: Ensure the City is up to date on all of the laws passed in the State of Kansas as well as make sure all employees have easy access to these laws.

Legal Considerations: None

ORDINANCE NO. 3760

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "2021 STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES" AND REPEALING ORDINANCE NO. 3739

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by Reference for the purpose of regulating traffic within the corporate limits of the City of Dodge City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. One copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3760" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of said Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2: TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section shall be considered traffic offenses.

Section 3: REPEAL. Ordinance No. 3739 is hereby repealed.

Section 4: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, this 7th day of September, 2021.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 3761

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "2021 UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" AND REPEALING ORDINANCE NO. 3740

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by Reference for the purpose of regulating public offenses within the corporate limits of the City of Dodge City, Kansas, that certain code known as the "2021 Uniform Public Offense Code for Kansas Cities", prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3761" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: REPEAL. Ordinance No. 3740 is hereby repealed.

Section 3: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, this 7th day of September 2021.

MAYOR

ATTEST

CITY CLERK

Memorandum

*To: City Manager
City Commissioners*

*From: Mollea Wainscott
Assistant Director*

Date: 09/07/21

*Subject: Resolution in Support of Application
Funding Through the MIH Program*

Agenda Item: Resolution No. 2021-22

Recommendation: Staff recommends the approval of Resolution No. 2021-22 which indicates the City of Dodge City's support of the Community Housing Association of Dodge City's (CHAD) application to the Kansas Housing Resources Corporation (KHRC) for funding through the Moderate Income Housing (MIH) Program.

Background: In April 2018, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The MIH Program allows applicants to apply for loans or grants for infrastructure necessary to support housing or actual housing development of moderate income housing in rural areas.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through the MIH program offered through the KHRC for development of housing targeted towards moderate income units.

Financial Considerations: None at this time.

Purpose/Mission: This resolution will assist Staff in supporting CHAD who is working to bring much needed housing opportunities to our community, therefore, improving the quality of life for our citizens.

Legal Considerations: None.

Attachments: Resolution No. 2021-22

RESOLUTION NO. 2021-22

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE MODERATE INCOME HOUSING PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION TO BE UTILIZED FOR THE ABANDONED HOUSING PROGRAM IN DODGE CITY, KANSAS

WHEREAS, the City of Dodge City, Kansas has received a request by Community Housing Association of Dodge City (CHAD) reflecting their desire to submit a Moderate Income Housing application in partnership with the City of Dodge City, Kansas;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation for the Abandoned Housing Program;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment) in 2018 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support, approval, coordination and partnership with CHAD and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Moderate Income Housing Program for the aforesaid housing project in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 7th of September 2021.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: September 2, 2021
Subject: Resolution No. 2021-23
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution No. 2021-23.

Background: Resolution 2021-23 is a resolution that allows the levied property tax rate to exceed the Revenue Neutral Rate.

In March 2021, the Legislature approved Senate Bill 13 requiring any taxing subdivision that intends to exceed their Revenue Neutral Rate to give additional notice and have a hearing prior to budget adoption.

The Revenue Neutral Rate for the City of Dodge City calculated by the Ford County Clerk is 44.297. The anticipated rate needed for the 2022 budget is 44.355, exceeding the Revenue Neutral Rate by .058.

Justification: The City is anticipating exceeding the Revenue Neutral Rate by .058 for the 2022 budget year.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Resolution No. 2021-23.

Resolution No. 2021-23

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Dodge City was calculated as 44.297 mills by the Ford County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Dodge City will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 7, 2021 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Dodge City, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Dodge City shall levy a property tax rate exceeding the Revenue Neutral Rate of 44.297 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 7th day of September 2021 and **SIGNED** by the Mayor.

Mayor

Attested:

City Clerk



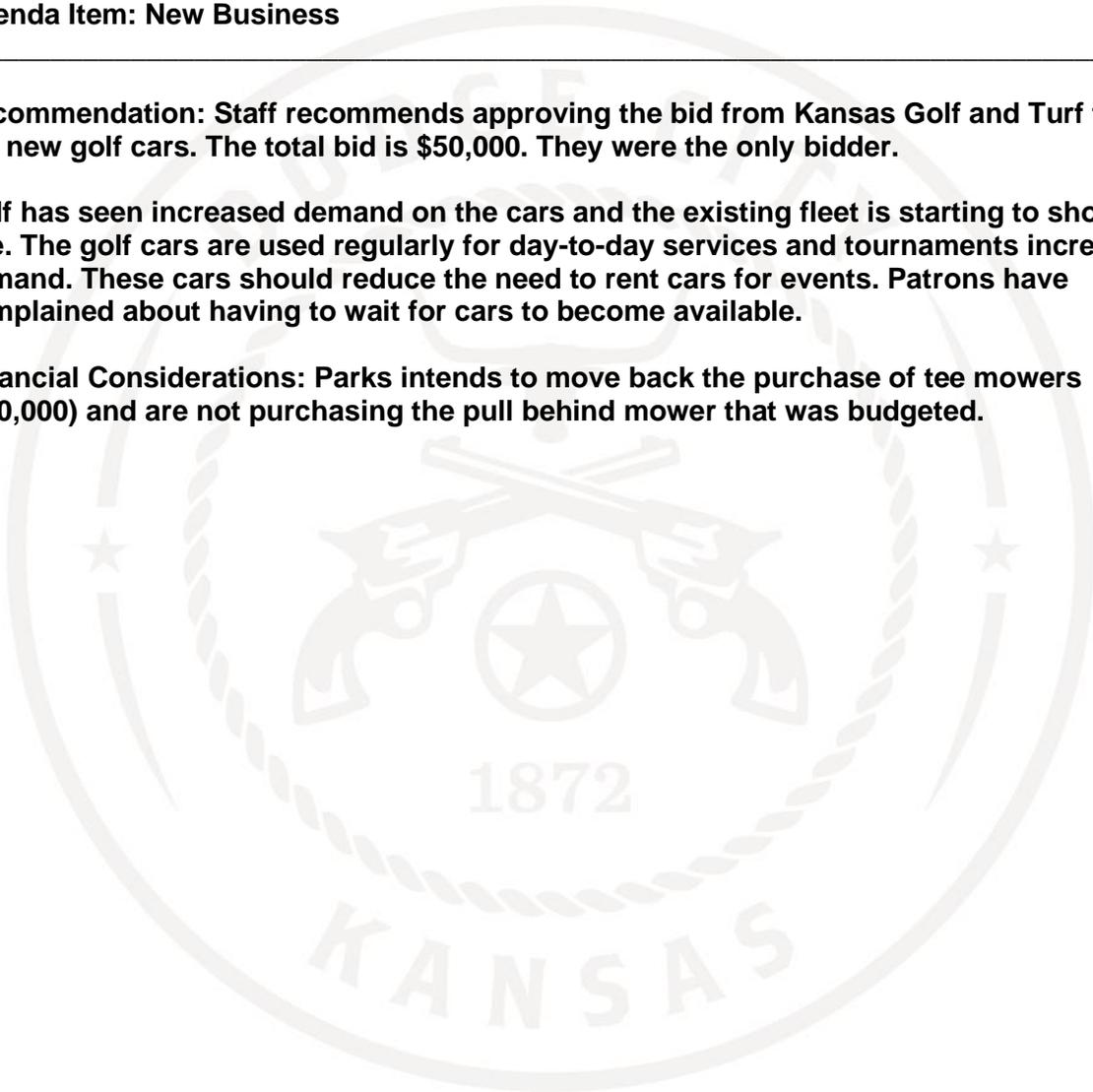
Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2021 08 24
Subject: Ten (10) New Golf Cars
Agenda Item: New Business

Recommendation: Staff recommends approving the bid from Kansas Golf and Turf for ten new golf cars. The total bid is \$50,000. They were the only bidder.

Golf has seen increased demand on the cars and the existing fleet is starting to show its age. The golf cars are used regularly for day-to-day services and tournaments increase demand. These cars should reduce the need to rent cars for events. Patrons have complained about having to wait for cars to become available.

Financial Considerations: Parks intends to move back the purchase of tee mowers (\$30,000) and are not purchasing the pull behind mower that was budgeted.





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Connie Marquez, City Clerk/Finance Technician
Date: September 7, 2021
Subject: Appointment of Kansas League of Municipalities Voting Delegates

Agenda Item: New Business

Recommendation: I recommend the City Commission that plan to attend the Kansas League of Municipalities Annual Business Meeting appoint voting delegates.

Background: State law provides that the governing body of each member city of the League of Kansas Municipalities elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. Voting delegates are qualified to vote by having his or her name registered with the executive director of the League. The Leagues annual conference will be held on October 9-11 in Topeka, Kansas.

Justification: Based on our population, the City of Dodge City is entitled to four voting delegates and four alternate voting delegates at the annual meeting.

Financial Considerations: None

Purpose/Mission: To have input on City policy at the State level.

Legal Considerations: None

Attachments: League Information

Convention of Voting Delegates

2021 League Convention of Voting Delegates

The 2021 League Annual Conference will be October 9-11, 2021 in Topeka. The Annual Business Meeting & Convention of Voting Delegates will be on Monday, October 11 at 11:45am - 12:50pm.

The League is now collecting registrations for Voting Delegates and Alternates. K.S.A. Supp. 12-1601f provides that "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

Article 2, Section 2 of the [League Bylaws](#) states "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

To complete registrations for your city, please complete an online form by Friday, September 24 at 5:00pm. The links to the online forms are in the population column in the table below, so please click the link in the table based on your city's population. Please email [Kaitlyn Willis](#) if you need to submit a form after the deadline.

Population	Votes	Delegate Forms	Alternate Forms
1 – 2,500	1	1	1
2,501 – 7,500	2	2	2
7,501 – 17,500	3	3	3
17,501 – 37,500	4	4	4
37,501 – 77,500	5	5	5
77,501 – 117,500	6	6	6
117,501 – 157,500	7	7	7
157,501 – 197,500	8	8	8
197,501 – 237,500	9	9	9
237,501 – 277,500	10	10	10
277,501 – 355,500	11	11	11
355,501 – 395,500	12	12	12

The League must have a form on file for each voting delegate and each alternate for their vote to count during the business meeting. Forms received after this date may not be processed. More information regarding the business meeting will be emailed to the Delegates and Alternates in October. Please remember, the voting delegate forms are not conference registrations. You must also register for conference on our website at <https://www.lkm.org/page/AnnualConference>.

Please contact [Kaitlyn Willis](#) via email or at (785) 354-9565 if you have any questions about the Voting Delegate process.



Memorandum

To: City Manager
City Commissioners
From: Corey Keller, Public Works Director
Date: September 1, 2021
Subject: Approval of Repairs to Well 25
Agenda Item: New Business

Recommendation: To approve a quote to repair Well 25 from Layne Christensen Company out of Wichita Kansas in the amount of \$36,311.00.

Background: A few years ago, well 25 developed a cavitation issue which caused air to be forced into the water system. The well was allowed to sit unpumped for some time to see if the well would recover on its own. In July of this year Layne Christensen was hired to perform tests on the well to determine the exact cause of the cavitation and to determine if the well still had the same issue. These tests determined that a well rehab was needed to place the well back into production. After the rehab was performed Layne determined that the well could be placed back into production at a lower production rate of about 300 gallon per minute. This purchase will pay for the parts and labor needed to place the well back into production at the rate determined by Layne Christiansen.

On July 07,2021, City Manager Nick Hernandez approved Layne's quote for \$5899.00 to perform the initial tests on the well. On July 29, 2021, Nick approved the down hole camera survey and well rehabilitation process in the amount of \$17,734.00. Both previous purchases were needed to determine the necessary parts to place the well back into production. All three purchases will make the total purchase \$59,944.00 to complete the repairs on well 25.

Justification: Layne Christensen's quote is comparable to other quotes we have had from similar well companies in recent years.

Financial Considerations: There is \$175,000.00 budgeted for well rehabs in the 2021 budget year.

\$175,000.00
\$ 59,944.00
\$115,056.00

Purpose/Mission: Together we serve to make Dodge City the best place to be.

Legal Considerations: None

Attachments: Lane Christensen Quotes



July 29, 2021

CITY OF DODGE CITY, KS
P.O. BOX 880
DODGE CITY, KANSAS 67801
ATTN: COREY KELLER

SUBJECT: WELL 25 REHABILITATION AND DOWNHOLE CAMERA SURVEY

Layne is pleased to present our proposal for well rehabilitation on your water supply well this year. We have had a history of success with our treatment strategies and are looking forward to continuing the process.

1. Layne will mobilize our down hole camera survey van to perform a pre-treatment camera survey of the well. Copies of the survey will be provided for client's records.
2. Layne will mix, inject and surge a 2,000-gal mixture of Muriatic Acid and QC-21 into the well using a single disk surge block for 6-8 hours. The QC -21 chemical formulation significantly aids metal passivation, protecting all metal surfaces against corrosion during the cleaning operation. Well will be tested after this step to determine effectiveness.
3. The chlorine disinfection will be a 2,000-gal mixture of chlorine with Layne Oximate. This product greatly enhances the chlorination process. We will surge the solution using our Layne test pump. Surging will continue for up to 4 hours and it will be left in the well overnight. The solution will be surged for an hour the following morning and then pumped using the repaired pumping equipment. The last specific capacity of the well will be recorded after the completion of this phase. A full report of the health of the well and pump will be provided.



Based upon our standard time and expense work order rates, the cost to perform the described testing and phased chemical treatment and pump inspection per well is outlined below.

Item	Description	Unit	Est. Qnt'y	Unit Price	Total Est. Price
1	WELL 25 REHABILITATION	EA	1	\$16,434.00	\$16,434.00
4	PRE-TREATMENT DOWNHOLE CAMERA SURVEY	EA	1	\$1,300.00	\$1,300.00
ESTIMATED TOTAL:					\$17,734.00

Pricing does not include any taxes, bonds, specialized insurance (such as OCP) and is subject to Layne's standard terms and conditions attached.

Should you have questions or comments regarding our proposal, please do not hesitate to contact me. Thank you again for the opportunity to be of assistance in helping you meet your water supply needs.

Respectfully submitted,

Logan Wartick

Project Manager

620 South 38th Street
Kansas City, KS 66106

Phone: 913-321-5000 | **Cell:** 402-960-3527

Email: logan.wartick@gcinc.com

www.graniteconstruction.com



WATER RESOURCES

1011 W Harry Street Wichita, KS 67213 | Office: 316-264-5365 | layne.com

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder. Furthermore, Contractor will accept no liability, consequential damages, risk, or responsibility of any kind for damage to Purchaser's well and appurtenances resulting from the rehabilitation process. All liability and risk associated with such work are assumed by Purchaser. Contractor also does not guarantee any specific results or production improvements from a well rehabilitation.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

