

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, April 4, 2022

7:00 p.m.

MEETING #5208

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 Roberto Avila of Salvation Army

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Dodge City High School Wrestling Proclamations

Child Abuse Prevention Month 2022 Proclamation

National Library Week 2022 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).

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, March 21, 2022
2. Approval of City Commission Meeting Minutes, March 21, 2022.
3. Appropriation Ordinance No.7, April 4, 2022.
4. Cereal Malt Beverage License:
 - a. Dodge City A's, San Jose Drive.
 - b. Quick Pick, Inc. 2501 Central Avenue.
5. Approval of Award Documents for Community Development Building Grant Housing Rehabilitation Program.

ORDINANCES & RESOLUTIONS

ORDINANCE NO. 3770: An Ordinance Directing the Installations of Stop Signs at the Following Intersections. Fairway Drive and Sunrise Court, Fairway Drive and Sunset Court Fairway Drive and Fairway Court (North), Fairway Drive and Carefree Lane, Saint Joseph Street and Anna Avenue, Saint Joseph Street and Barbara Lane East, Saint Joseph Street and Sue Drive, Saint Joseph Street and Barbara Lane West, La Vista Boulevard and Roanoke Road. Report by Ray Slattery, Director of Engineering.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bid for the Microlite Retrofit for the United Wireless Arena. Report by Melissa McCoy, Public Affairs/Assistant City Manager.
2. Approval of Bid for a New Roof for the Dodge City Public Library. Report by Nick Hernandez & Melissa McCoy, Public Affairs/Assistant City Manager.
3. Approval of Bid for the Construction of the Iron Road Improvement Project from 14th Avenue to 6th Avenue. Report by Tanner Rutschman, City Engineer.
4. Approval of the Bid to Purchase Snow Removal Carrier Vehicle and Broom Attachment. Report by Corey Keller, Public Works Director.
5. Approval of a Professional Service Agreement for the Development and Evaluation of New and Existing Water Rights with Burns and McDonnell. Report by Corey Keller, Public Works Director.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

**DODGE CITY HIGH SCHOOL LADY DEMON WRESTLING
PROCLAMATION**

WHEREAS, the 2022 Dodge City High School Girls Wrestling team, coached by Mr. Tate Lowe, completed the season winning a 6A State Title in only the third year of being a sanctioned sport; and

WHEREAS, this year the Lady Demons wrestling team produced seven State placers; Jessica Rivera 6th, Ashley Alonso 3rd, Ariana De La Rosa 3rd, Hailey Ramos 2nd, Ashley Arroyo 2nd, Jolette Almaraz 4th, the most in the school's history; and

WHEREAS, for the second consecutive year, the Lady Demon have had two finalists representing the team at their respective weight classes; and

WHEREAS, the Lady Demons qualified 10 wrestlers for the tournament, also the most in school history, with 7 of them placing top six placings; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor of the City of Dodge City with the concurrence of the City Commission assembled in regular session at Dodge City, Kansas, this 4th day of April 2022, that Thursday, April 21st be set aside as

DODGE CITY HIGH SCHOOL LADY DEMON WRESTLING TEAM DAY

to honor a team of young women who are representative of the quality and caliber of young men and women, not only of our school community but of our entire community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Dodge City to be affixed, this 4th day of April 2022.

DODGE CITY HIGH SCHOOL RED DEMON WRESTLING TEAM DAY

to honor a team who are representatives of the quality and caliber of young women and men, not only of our school community but of our entire community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Dodge City to be affixed, this 4th day of April 2022.

Mayor

DODGE CITY HIGH SCHOOL RED DEMON WRESTLING PROCLAMATION

WHEREAS, the 2022 Dodge City High School Boys Wrestling team, coached by Mr. Tate Lowe, completed another successful season with two athletes reaching the pinnacle of the weight class; and

WHEREAS, this year the Red Demons wrestling team produced two State Champions in the same year; Damian Mendez (45-0) and Luke Barker (41-1); and

WHEREAS, Damian Mendez caps off a record breaking career as a Red Demon, being a three-time state champion and four-time finalist. He finishes career as a Red Demon with a career record of 159-9 and holds the State Record for takedowns in a season; and

WHEREAS, Luke Barker is following in Damian's footsteps, as he is two-time state champion and three-time finalist with one more season to compete; He also carries a career record as a Red Demon of 114-12; and

WHEREAS, these two extraordinary athletes helped guide the Red Demons to a 5th place finished at the state tournament in which four other wrestlers also placed; and

WHEREAS, Damian Mendez and Luke Barker competed at the National High School Coaching Association (NHSCA) National Tournament and both won national titles.

NOW, THEREFORE, BE IT RESOLVED by the Mayor of the City of Dodge City with the concurrence of the City Commission assembled in regular session at Dodge City, Kansas, this 4th day of April 2022, that Thursday, April 21st be set aside as

DODGE CITY HIGH SCHOOL RED DEMON WRESTLING TEAM DAY

to honor a team who are representatives of the quality and caliber of young women and men, not only of our school community but of our entire community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Dodge City to be affixed, this 4th day of April 2022.

Mayor

Child Abuse Prevention Month 2022 Proclamation

Whereas we can build healthier, safer, and thriving communities if we take the same approach to raising families that we do to tending a community garden on a shared piece of land; and

Whereas, children are locally grown and have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

Whereas, hope and commitment are powerful fertilizers that strengthen and support Kansas' families thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and

Whereas, we must come together as partners to nurture, heal and grow together because prevention happens in partnership; and

Whereas, by growing a better tomorrow for all children, together, we can ensure that Kansas children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

Therefore, I do hereby proclaim April 2022 as Child Abuse Prevention Month.

Signed

National Library Week 2022 Proclamation

WHEREAS, Dodge City Public Library has served the community of Dodge City since 1907;

WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and build community;

WHEREAS, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities;

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books;

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I Kent Smoll, Mayor of Dodge City proclaim National Library Week, April 3-9, 2022. During this week, I encourage all residents to connect with their library by visiting online or in person to access resources and services.

Mayor

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, March 21, 2022

7:00 p.m.

MEETING #5207

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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CALL TO ORDER

ROLL CALL Mayor Kent Smoll, Commissioners Rick Sowers, Chuck Taylor, Michael Burns, Joseph Nuci present.

INVOCATION by Pastor Brian Kimball of First Southern Baptist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers made a motion to approve the agenda as presented. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

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).

Lara Crotts, Executive Director of Boot Hill Museum gave update on the Memorandum of Understanding with the City on Transient Guest Tax. This will be Lara's last report for Boot Hill as she will be departing as of April 1, 2022.. She stated numbers of visitors continue going up. There is renovation of the great western building being done.

Kelly Henrichs, Vice Chairman of Board of Trustees of Boot Hill thanked Lara for all her dedication and all she has done for Boot Hill. He stated he was part of the selection committee to find a new Executive Director for Boot Hill. They conducted a nation-wide search. Local candidates were also included in the search. He announced and introduced the new Executive Director for Boot Hill Museum as Lyne Johnson. Lyne has been employed with Boot Hill for the past 9 years and has showed commitment and dedication to the museum. Lyne stated she is looking forward to continuing the museums partnership with the city. Congratulations to Lyne.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, March 7, 2022.
2. Approval of City Commission Meeting Minutes, March 7, 2022.
3. Appropriation Ordinance No.6, March 21, 2022.
4. Cereal Malt Beverage License:
 - a. El Korita Restaurant, 2001 W. Wyatt Earp Blvd.
 - b. Kwik Shop #350762, 1811 Central Avenue.
 - c. Kwik Shop #350703, 1500 W. Wyatt Earp Blvd.
5. Approval of Change Order #2 Reroute Project, ST2009.

Commissioner Michael Burns made a motion to approve the consent calendar. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2022-09: A Resolution establishing fees and rates for water utility services for the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Resolution No. 2022-10: A Resolution establishing fees and rates for sanitary sewer service for the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Resolution No. 2022-11: A Resolution establishing fees and rates for solid waste collection service in the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Resolution No. 2022-12: A Resolution establishing fees and rates for storm water utility service for the City of Dodge City was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Michael Burns moved to approve the quotes from Guild Associates Inc. and JCI Industries for a total amount of \$276,331.54 for a Spare Product Compressor, Product Motor, & 2 Feed Motors for Warrior Project. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk

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): 004-208686268-F01

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

Name of Corporation Dodge City Athletics Baseball Association		FEIN	
Corporation Street Address 1715 Central Avenue		Corporation City Dodge City	State Kansas
		Zip Code 67801	
Date of Incorporation April 2, 2007	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Glenn I. Kerbs	Phone No. (620) 225-0238		
Residence Street Address 116 Carefree Lane	City Dodge City	State Kansas	Zip Code 67801

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Dodge City A's	Name Dodge City A's
Business Location Address Cavalier Field, San Jose Drive	Address P.O. Box 1473
City Dodge City	City Dodge City
State Kansas	State Kansas
Zip 67801	Zip 67801
Email Address(s) Please separate values with a comma.	
Business Phone No.	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) <i>City of Dodge City</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 Glenn I. Kerbs	Position President	Date of Birth 08-30-1955
Residence Street Address 116 Carefree Lane	City Dodge City	State Kansas
	Zip Code 67801	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name Charles D. Konrade	Position Vice President/Secretary/Treasurer	Date of Birth 06-01-1957
Residence Street Address 10278 129 Road	City Spearville	State Kansas
	Zip Code 67876	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	
Name Roger Hedrick	Position Director	Date of Birth 12-21-1983
Residence Street Address 1704 Wooden Road	City Dodge City	State Kansas
	Zip Code 67801	
Spouse Name	Position	Age
Residence Street Address	City	State
	Zip Code	

**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 City 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 licenses premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 27-13882108

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

Name <u>Nageeb Alhaj</u>	Phone No. <u>1020-408-7710</u>	Date of Birth <u>01-01-1968</u>
Residence Street Address <u>32010 Gary Ave</u>	City <u>Dodge city KS</u>	Zip Code <u>67801</u>

Applicant Spousal Information

Spouse Name <u>Laura Alhaj</u>	Phone No. <u>1020-408-7710</u>	Date of Birth <u>07-10-1983</u>
Residence Street Address <u>32010 Gary Ave</u>	City <u>Dodge city KS</u>	Zip Code <u>67801</u>

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Quick Pick 1</u>	Name
Business Location Address <u>2501 Central Ave</u>	Address
City <u>Dodge city</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>1020-371-7217</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Nageeb Alhaj</u>	

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>17</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

Housing Rehabilitation Plan

City of Dodge City

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation Program. The City of Dodge City (City) has been awarded a Community Block Development grant from Kansas Department of Commerce for the purpose of housing rehabilitation within the target area. The maximum amount for rehabilitation is \$25,000 per unit. This program is designed to provide housing rehabilitation for low-to-moderate income individuals who own a housing unit within the target area.

Applicants will be screened and rated in accordance with eligibility criteria as set out in this Housing Rehabilitation Plan.

The target area is defined as the area generally bounded by south side of the 1000 – 1200 block of West Beeson Road, 1000 – 1200 block of Longbranch Road, 900 – 1000 block of Harris Avenue, 900 – 1000 block of Kelley Avenue, 1000 – 1200 block of McArthur Road and the 900 block of Masterson Road.

ELIGIBILITY REQUIREMENTS

Only property located within the target area is eligible for rehabilitation. To qualify, total household income for all individuals 18 years or older living in the home must be less than the low- to- moderate (LMI) income guidelines set by HUD for Ford County, Kansas. The eligible home must be the primary residence of the applicant.

The total household income (income from all sources of family members over 18 years of age) must be less than the following income limitations:

Household #	Household Income
1	\$ 36,500.00
2	\$ 41,700.00
3	\$ 46,900.00
4	\$ 52,100.00
5	\$ 56,300.00
6	\$ 60,450.00

Note: The LMI income limits will always use the most current income requirements as established by HUD. The real property taxes and utilities must be current for all properties.

Hazard insurance naming the City of Dodge City as an additional insured in at least the amount of their rehabilitation contract will be required. If repairs are necessary to obtain the hazard insurance, then evidence will be required showing that coverage will be provided upon completion of the rehabilitation.

VERIFICATION OF ELIGIBILITY

All income information will be kept confidential.

Applicants must qualify as low- to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted. Re-verification will be required if a new income tax return has been filed prior to inspection. Also, re-verification will be required if 6 months has lapsed, and rehabilitation has not yet begun.

Adjusted gross income from the latest years IRS 1040 will be used for income verification. All income tax returns will need to be included for anyone in the household over 18. The most recent tax return must be used – NO EXCEPTIONS.

TYPES OF FINANCIAL ASSISTANCE

1. Households who income-qualify will be awarded CDBG Housing Rehabilitation funds in the form of a soft or deferred loan for the full amount of the rehabilitation costs or the maximum allowed under CDBG guidelines, whichever is less, for a three-year period.
2. A soft loan may be forgiven and considered a grant if all contractual agreements are followed.
3. The homeowners are required under CDBG guidelines to enter into a contractual agreement with the City, which will place a lien against the rehabilitated property for a three-year period to meet the guidelines as set out by the housing rehabilitation plan (Attachment A).
4. The agreement will also stipulate that the unit must be the homeowners' primary residence, kept and maintained in a standard condition.
5. If within the three-year lien period the homeowner should move from the housing unit, it's allowable to sell to a low- to-moderate income person, who will occupy the unit as the primary residence and will assume the balance of the prorated lien. The city must verify the income of the person intending to purchase the home, or if the home is sold to someone other than a low- to-moderate income individual, the cost of the rehabilitation will be prorated and must be paid back into the City's housing program by the homeowner. Proration example is shown below.
6. If a homeowner dies within the three-year lien period and has no spouse, the home may be sold or rented to a low- to-moderate income household. If sold or rented to a non-LMI family, the homeowner's estate must pay back the prorated amount on the lien.

For example, if the home is sold in the 13th month following completion of there rehabilitation, then 12/36 or 1/3 of the loan would be forgiven and the homeowner's estate would repay 2/3 of the original amount.

APPLICATION SELECTION CRITERIA

First Come/First Serve

Applications must be turned in to the Dodge City/ Ford County Development Corporation located at 101 E. Wyatt Earp Blvd Dodge City KS 67801 during business hours or by mail to PO Box 818 Dodge City KS 67801. Applications will be accepted on a first-come/first-served basis with priority being given to applications received on or before January 15, 2024. Applications received after this date will be processed only if grant funds are still available. Individuals having received a housing rehabilitation program grant in the past are not eligible.

STANDARDS FOR IMPROVEMENTS

This program does not consist of remodeling or cosmetic repairs. The goal of the Housing Rehabilitation program is to add twenty years to the useful life of the housing unit. Housing rehabilitation activities will include only the repairs necessary to meet the Housing Quality Standards (HQS) defined by the Housing Rehabilitation program as determined by the Housing Inspector. Housing units considered for rehabilitation must meet the definitions of a substandard unit and must be suitable for rehabilitation.

“Substandard” is defined as a housing unit that does not adequately meet Housing Quality Standards criteria set for the following: Building Exterior (foundation, roof, gutters, doors, windows, and insulation), Heating System, Plumbing System, Electrical Systems/Appliances or Buildings Interior (ceilings, walls, floors, doors, ventilation, smoke detectors)

“Suitable for Rehabilitation” is defined as a substandard house for which it is technically and financially feasible to restore it to a standard condition, given the funding limits of the program.

***Emergency repairs and handicapped accessibility** items may be addressed on a case-by-case basis at the discretion of the City following the CDBG guidelines. Emergency repairs must be verified by the City's Housing Inspector and must cause an immediate and overwhelming threat to the home's occupant. The emergency repair must be brought to code standards.

Only one grant per house may be awarded.

LIMITED/INELIGIBLE ACTIVITIES

The following activities are limited to the identified restrictions:

1. Homes being purchased under a contract for deed; Contracts for deed are not eligible.
2. Living Trust; Living Trusts are not eligible.
3. Life Estates; Homes held in life estates are not eligible.
4. Homes located in a flood plain; Homes located in a flood plain are not eligible.

The following activities are considered ineligible:

5. Remodeling or work not required to meet CDBG standards.

“WALK-AWAY” POLICY

If the initial inspection and cost estimate for bringing the home up to Housing Quality Standards indicates that the cost of rehabilitation is expected to exceed the maximum amount, the homeowner will be notified. The application will be considered a “walk away” until:

1. The homeowner has completed some of the repairs on their own and the estimate of the remaining work would be at or below the maximum amount. The homeowner is responsible to notify the City when they have the work completed so the property can be re-inspected. All work must be approved by the Housing Inspector.
2. If the homeowner is unable to make repairs, they may provide the necessary additional funds within 30 days after they are notified. If the funds have not been deposited at the City within the allotted time, the City will cancel the application, close the file and “walk away” from the property.

If the original cost estimate is below the maximum allowable, the property will be included in the next bidding process. Homeowners will be notified within 15 days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, homeowners are encouraged to apply for assistance of up to \$5,000 in repairs through the Community Home Renovation Program (Attachment B) and apply to the Kansas Weatherization Program (Attachment C), the applicant will also have the option to supply the additional funds. The applicant will be given 30 days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to the execution of the construction contract. If the homeowner cannot provide the additional funds, the City may “walk away” from that home. If the applicant does not respond in 30 days, the City will cancel the application, close the file and “walk away” from the property.

Lead-based paint risk assessment inspections will be completed after the Housing Quality Standards inspection and if the estimated cost for repairs is below \$25,000. If the lead-based paint risk assessment shows lead and repairs cannot be done with containment, which allows a family use of restroom, cooking and sleeping facilities, and the family must relocate to a lead safe housing unit for the duration of the rehabilitation and until the dwelling passes the clearance test. Refusal to relocate will be grounds to “walk away”.

Children, age six or younger, will be required to relocate if lead activity is necessary, even if containment is possible. Refusal to relocate will be grounds to “walk away”.

LEAD-BASED PAINT REQUIREMENTS

The homeowner, contractor, City, Grant Administrator and Housing Inspector will be required to follow all regulations of all state and federal regulations regarding lead-based paint hazards. The appropriate regulations are hereby made a part of this plan.

Participation in the Housing Rehabilitation program is voluntary for all parties. All property proposed for rehabilitation, and built prior to 1978, will be inspected for lead-based paint.

The City will require that children younger than 6 years of age living in a house built prior to 1978 be tested for an elevated blood lead level. Homeowners may provide proof of negative lead test results from up to a year from application date. If an applicant refuses to allow the child’s blood to be tested, the City may elect not to rehabilitate the home. Lead based testing is available by appointment through the Ford County Health Department located at 507 Avenue L in Dodge City, 9am – 11am Monday, Tuesdays, Thursdays and Fridays. For more information contact the Ford County Health Department at 620-227-4545.

The city is not required to pay any expenses for relocation of the household that may be required by lead-based paint activities during construction.

LEAD-BASED PAINT PRECAUTIONS

All occupants of property to be rehabilitated will be notified of the following:

1. All households will receive both the "Protect Your Family from Lead in Your Home" (Attachment D) and the "Renovation Right" brochures (Attachment E)
2. All households will receive a copy of the risk assessment report to sign within 15 days after risk assessment is completed.
3. If lead-based paint is discovered in the assessment, households will receive a lead hazard reduction notice within 15 days.
4. All households, which have been identified as having lead-based paint, will receive a copy of the lead hazard clearance notice.
5. Require any individual 6 years of age or younger, residing in the home, to have a blood test for elevated levels of lead.
6. Homeowners may sign a waiver to remain in their home if no child six or under lives in the house and the repairs can be completed with self-containment; and restroom, cooking and sleeping facilities are available.
7. Participation in the Housing Rehabilitation program is voluntary; therefore, temporary relocation expenses are not required.

ROLES AND RESPONSIBILITIES

Homeowner

The homeowner must agree to abide by all the rules and regulations of the Housing Rehabilitation Program and allow the rehabilitation work to be performed on his/her home in accordance with the Housing and Lead Hazard Control Plans, the Material Application Manual, procurement requirements, and/or the CDBG Housing Standards guidelines.

The homeowner/tenant must:

1. Complete a Property Owners' Soft Loan Agreement.
2. Remove all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas and cutting any weeds or saplings that may obscure the foundation or hauling away items stacked in or around the house, or homeowner must agree to allow debris to be removed from the premises by the contractor or City.
3. Grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work, ongoing inspections of work, and state monitoring visit.
4. Provide electricity and water to the contractor at no cost.
5. Sign a waiver of liability for the property identified in the application. (Attachment F).
6. Provide proof of property insurance and must keep the dwelling insured for the three year soft loan period.
7. Shall provide documentation of lead blood level for every child age six (6) and under if the home was constructed prior to 1978, prior to rehabilitation work proceeding.
8. Must agree to relocate should it become necessary in order to perform the lead hazard work.
9. Maintain the rehabilitated property in good condition and repair so it will not become a substandard property.
10. Must fill out an application and supply income documentation for the Kansas Weatherization Assistance Program (Attachment G).
11. **The homeowner will be required to attend the final inspection. If homeowners agree that work is complete satisfactory, they must sign the final inspection certificate.** If the homeowner has questions or comments on any of the rehabilitation work it should be mentioned at this time and resolution agreed upon, prior to signing the certificate of completion.
13. If requested, the homeowner must make the home available at a CDBG monitoring visit.

GRIEVANCE POLICY

All grievances or concerns regarding civil rights, fair housing, City Commission, Grant Administrator, City Staff, Housing Inspector, contractor(s), the contractor's workmanship, bid procedure(s), awarding of the contracts etc. shall follow the grievance policy included in this application. All grievances and concerns should first be made in writing to the City Clerk. The City Clerk will then observe the following procedure:

Level 1: The City Clerk receives a written complaint.

The City Clerk contacts the Grant Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The Grant Administrator will contact the Housing Inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant and a copy of the resolution will be forwarded to the City Clerk.

The City Clerk will immediately advance the complaint to Level 2 if the complaint is on fair housing, civil rights, procurement or an environmental issue.

The complainant has the right to appeal the decision and must do so in writing to the City Clerk within five days from the date of the written resolution.

Level 2: The written complaint concerning fair housing, civil rights, procurement, the environment or an appeal of a previous decision will be reviewed by the Mayor and City Administrator, with the assistance of the Grant Administrator and the City Attorney. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Commission, 130 South Market, Suite 7050, Wichita, Kansas, 67202, for investigation and resolution. After review, a written decision will be made to the complainant and the City Commission.

The complainant has the right to appeal the decision and must do so in writing to the City Clerk within five days from the date of the written resolution.

Level 3: The City Clerk receives a written appeal from the complainant. The City Commission will review the appeal with assistance from the City Attorney and Grant Administrator. All written evidence will be made available to the City Commission for their deliberation. The City Commission shall present a written resolution to the complainant within 15 days of the date the appeal was received.

All grievances/concerns regarding this project should first be made in writing. The letter must be submitted to the City Clerk. The City Clerk will then refer the complaint to the appropriate party(ies) to resolve the dispute. Written notice will be given to the complainant within 15 days. If the grievance remains unsolved after this action, the Grant Administrator, Housing Inspector, contractor, and the homeowner will review the situation.

The governing body will then review the complaint at the next City Commission meeting. At that time the final disposition will be made in writing to the complainant.

Final responsibility for the Housing Rehabilitation program rests with the City. The City will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.

CONFLICT OF INTRES POLICY (Attachment I)

Adoption of the Housing Rehabilitation Plan

This Housing Plan and all related attachments was approved by the City Commission of the City of Dodge City on the 4th day of April, 2022.

Mayor

ATTEST _____
City Clerk

**CDBG
Repayment /Soft Loan Agreement**

THIS AGREEMENT made this _____ day of _____, _____ by and between the CITY OF DODGE CITY (hereinafter the "CITY") and _____ (Hereinafter referred to as HOMEOWNER (S),

WHEREAS, the CITY is authorized to administer CDBG rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development; and

WHEREAS, the HOMEOWNER(s) has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that the HOMEOWNER(s) qualified for receipt of a homeowner rehabilitation grant in accordance with all program rules; and

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars; and

WHEREAS, the HOMEOWNER(s) desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars on behalf of HOMEOWNER(s), the HOMEOWNER(s) agree:

1. That the correct legal description for the real property is as follows:
2. To continue to own, occupy and maintain insurance on the structure repaired with CDBG funds for a period of three (3) years after the issuance of a Certificate of Completion; and
3. To maintain the rehabilitated property in a "standard condition" so as to prevent substantial destruction of the improvements due to the negligence of the HOMEOWNER(s); and upon breach of any of the aforesaid covenants, the HOMEOWNER(s) agrees to repay the CITY, a sum of money to be computed as follows:

Years After Completion	Percent of Amount of Grant
1	66
2	33
3	0

4. The HOMEOWNER(s) further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years

after the issuance of a Certificate of Completion, the HOMEOWNER(s) should repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the HOMEOWNER(s) received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

- 6. That in the event the HOMEOWNER(s) reside in and retain the real property for three (3) years from the date of the signed Certificate of Completion, this agreement shall expire and become null and void.

WHEREAS; the CITY and HOMEOWNER(s) agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IT IS SO AGREED

City of Dodge City

_____ Date: _____
Mayor or Authorized City Official,
Housing Rehabilitation Program

SUBSCRIBED AND SWORN TO before me this _____ day of _____ ,

Notary Public: _____

My appointment expires: _____

HOMEOWNER(s)

Signed: _____ Date: _____

Signed: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____ ,

Notary Public: _____

My appointment expires: _____

Community Home Renovation Program 2022 APPLICATION



Homeowner Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

Household Members

Name	DOB	Relation to Homeowner	Yearly Income (Age 18+)
1.			
2.			
3.			
4.			
5.			
6.			

Total Household Income _____
(Proof of income is required, see below)

Maximum yearly income is based on household income relative to federal low-income guidelines.

Household	Income Guidelines
1	\$27,180 or less
2	\$36,620 or less
3	\$46,060 or less
4	\$55,500 or less
5	\$64,940 or less
6	\$74,380 or less

Application Attachments and Checklist

___ Proof of ownership (recorded warranty deed or deed of trust) – may be obtained through the Ford County Courthouse or copy of affidavit of equitable interest filed with the Register of Deeds Office.

___ Proof of income – provide proof of income sources for all adult (age 18 or older) household members. Proof may include pay stubs, award letters or tax return.

Repairs

What type of repairs are you requesting? Print or email photos of items needing repaired.

Cost Estimates or Bid Prices

Attach a copy of two written bids for all needed repairs.

Project Timeline:

In the space below, please indicate when you will be starting and finishing your project.

Start Date: _____ End Date: _____

Have you received a Notice of Violation for this property from the city? (circle one)

Yes No

Declarations

I hereby apply for the Community Home Renovation Program.

I declare that:

I own and reside at the address listed above

This is not a rental property

I do not own more than one property

I am current on property taxes

Homeowner's Signature _____ Date: _____

For Official Use Only:

Approved Denied

Staff Signature _____ Date _____

Please return the completed application and all attachments to:

Dodge City/Ford County Development Corporation
P.O. Box 818
Dodge City, KS 67801

If you have any questions or need additional information, please call 620-371-3870

WHAT WEATHERIZATION INCLUDES

Each home is different so different measures are prescribed based on a multitude of factors. Weatherization work can (but may not always) include:

- A housing inspector will visit your home to provide a preliminary inspection. At this time, state-approved software is used to determine weatherization measures to be completed.
- Existing heating units receive maintenance/repair. Replacement may occur under some circumstances.
- Glass is replaced on windows in which the glass has been broken or cracked. Caulking and/or weather-stripping of doors will be done as needed. Insulation of hot water pipes, heat ducts, and water heater may be done as well.
- Attic ventilation, and other carpentry measures designed to make the house more energy efficient.
- Wall and attic insulation will be considered. It will depend on the condition of the wiring and the roof, the amount of existing insulation, and the type of wall construction and siding.
- Gable, roof, or soffit vents will be installed as required.
- Finally, a final inspection will be conducted by a housing inspector to determine if all the work has been finished and work has been completed in a professional manner.

PROGRAM ELIGIBILITY

You must meet all these requirements to be eligible to receive Weatherization Assistance:

1. You and your household must occupy the home that you are applying to receive assistance with through this Program. All utilities including electric and gas service must be present and active.
2. Your house cannot be designated for acquisition or clearance by a federal, state or local program within 12 months from the date weatherization would be scheduled to be completed.
3. If your house has been weatherized before by a federal, state, or local weatherization program,
 - a. Your house is disqualified if Weatherization took place in the past 15 years, unless the house has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials was not covered by insurance.
 - b. If you received weatherization assistance longer than 15 years ago, you may be eligible to receive further assistance, but we will be unable to repeat weatherization measures previously performed.
4. Your household income meets the requirements specified in the Kansas Housing Resources Corporation State Plan. Specifically, your household must either:
 - a. Contain a member that has received either Temporary Assistance for Families (TAF) payments under Title VI-A, Supplemental Security Income (SSI) payments, or assistance from the Low-Income Energy Assistance Program within the last 12 months.
 - b. In total, does not exceed the following maximum income levels based upon household size.

Family Size	Maximum Income for Weatherization (200% of FPL)	Family Size	Maximum Income for Weatherization (200% of FPL)
1	\$27,180	9	\$102,700
2	\$36,620	10	\$112,140
3	\$40,060	11	\$121,580
4	\$55,500	12	\$131,020
5	\$64,940	13	\$140,460
6	\$74,380	14	\$149,900
7	\$83,820	15	\$159,340
8	\$93,260	16	\$168,780

INCOME VERIFICATION

To be eligible for the Weatherization Assistance Program, you must prove that you qualify based on criteria specified on the previous page. To do this, you and **every member of your household** must submit acceptable Proof of Income to our office. Use these guidelines to determine what is acceptable as Proof of Income.

Proof of Income	Documentation Needed
Cash Assistance	Include a dated printout from the Kansas Department for Children and Families (DCF) indicating the type and amount of benefits paid, month by month, for the most recent three month period.
Interest	Include three most recent bank statements that you have received or a transaction printout from your bank for the most recent year.
No Income	Any member of household over the age 18 must sign a No Income Affidavit (enclosed).
Unemployment Benefits	Send a dated printout from the Kansas Department of Human Resources (Labor) showing the amounts paid to you. If you do not have a dated printout, you may substitute an award letter that you have received within the last year.
Retirement Benefits	If you received a distribution from an IRA, 401(K), or other forms of retirement benefits, include a statement from the fund that discloses the monthly distribution amount.
Self-Employment*	Provide a signed and dated list or spreadsheet of all revenues and business expenses month-by-month for the previous 12-month period. Your income for the purposes of this program will be your gross income minus your business expenses that are ordinary and necessary.
Social Security or Supplemental Security Income	Include an eligibility letter that you have received within the past year. If you do not have an eligibility letter, you may substitute a printout from the Social Security Administration detailing the benefits detailing the benefit payments you receive on a monthly basis.
Veteran's Benefits	Include a letter from the Veteran Administration indicating how much you have received within the past three months. If no printout from the VA is available, you may substitute an award letter that you have received within the past year.
Wages Include one of the Following*:	<p>1. A signed Employer Verification Form (enclosed) signed by you and your employer. Provide one form from each employer for each member of your household that receives wages.</p> <p style="text-align: center;">OR</p> <p>2. Photocopies of all paycheck stubs for the most recent three-month period. Enclose one set of paycheck stubs for each employer that you and/or any member of your household received wages from. Any paycheck stub you submit must disclose your GROSS wages.</p>
Workers Compensation Benefits	Send a letter from your attorney listing all amounts that have been paid to you.
Any other Source of income*	Not excluded below, include a short, signed and dated note from any third party or company, other than those mentioned above, from which you or any member of your household earned or received within the past 12-month period. Your note must list the amount received for each month.

Some instances may require a full 12 months proof of income and/or require a notarized statement.

NOTE: You must provide appropriate income documentation with your application.

Income, for the purposes of this Program, excludes: capital gains; any assets drawn down as withdrawals from a bank, the sale of property, a house or a car; one-time payments from a welfare agency to a family or person who is in temporary financial difficulty; tax refunds, gifts, loans, lump-sum inheritances, one-time insurance payments, or compensation for injury; Also excluded are non-cash benefits such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits, food or housing received in lieu of wages, the value of food and fuel produced and consumed on farms, the imputed value of rent from owner-occupied non-farm or farm housing, and such federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, school lunches and housing assistance, and combat zone pay to the military. Note: Child Support Payments and College Scholarships are excluded.

Kansas Weatherization Assistance Program Application Form

APPLICANT INFORMATION

Last Name: _____ First Name: _____ MI: _____ County: _____

Street Address: _____ City/State: _____ ZIP: _____

Mailing Address: _____ City/State: _____ ZIP: _____

Telephone #: (____) _____ - _____ Work #: (____) _____ - _____ Alternate #: (____) _____ - _____

E-mail Address: _____

SOURCES OF INCOME AND ASSISTANCE FOR EVERYONE IN THE HOUSEHOLD

Check all types of income that were received by you and each member of your household within the past 12 months. You must include proof of each type of income with this application. **Please note W-2 forms are NOT accepted through this program as a form of income documentation.**

Salary or Wages Self-Employment Interest or Dividends Rent or Royalties
 Unemployment Worker's Comp. Military Pay Other (please specify below)
 Cash Assistance Pensions & Annuities Social Security No income
 Veteran's Benefits Trust Distributions SSI (attach affidavit)

HOUSEHOLD COMPOSITION

List all persons **(including yourself)** currently living in your house and complete all fields on each member.

Full Name	Age	Disabled (Y/N)	*Ethnicity	Gender (M/F)	**Type of Income

STATISTICAL INFORMATION

*This data is used only for statistical purposes. SCKEDD or the Kansas Weatherization Assistance Program does not discriminate based on gender, race, ethnicity, or origin.

Note: If you indicate that you receive **NO INCOME you must complete the **Affidavit of No Income**.

How did you hear about us?

DWELLING INFORMATION

Complete all the information below regarding the house to be weatherized under this Program. This must be the dwelling with the street address provided on the previous page and you must currently be living there.

Dwelling Type (check one)	My house is:	I am a:	Construction Year:
<input type="checkbox"/> Single Family House	<input type="checkbox"/> 1 Story	<input type="checkbox"/> Homeowner	_____
<input type="checkbox"/> Mobile Home	<input type="checkbox"/> 2 Stories	<input type="checkbox"/> Renter*	_____
<input type="checkbox"/> Duplex/Triplex/etc.	<input type="checkbox"/> 3 Stories	<input type="checkbox"/> Rent-to-Own*	(approximate)
<input type="checkbox"/> Apartment	<input type="checkbox"/> Split-Level	*You must complete the enclosed Rental Agreement	

_____ My house is scheduled for acquisition or clearance under a governmental agency?
 _____ My house has been weatherized before (If so, when? _____)
 _____ I am receiving help with my house from another agency. (Details: _____)

Answer all of the following questions about your home (Yes or No)

<input type="checkbox"/> I have a working heat source	<input type="checkbox"/> My home is air conditioned
<input type="checkbox"/> I have a forced air furnace	<input type="checkbox"/> I have central air conditioning
<input type="checkbox"/> I have a wall furnace	<input type="checkbox"/> I have a window air conditioner
<input type="checkbox"/> I have a floor furnace	<input type="checkbox"/> I have mold in my house
<input type="checkbox"/> I have a space heater	<input type="checkbox"/> I am aware of lead paint existing in my house
<input type="checkbox"/> I have a wood burning stove	<input type="checkbox"/> I have a roof leak
<input type="checkbox"/> I have a wood burning fireplace	<input type="checkbox"/> I have a plumbing leak

WALL INSULATION

Do you give permission for holes to be drilled in all the exterior walls of your home (or rental property) for the purpose of installing insulation into the side walls? If so, do you also understand that it will be your responsibility to paint the plugs used to fill these holes? Vinyl siding, if applicable, will be taken down and put back up after insulation has been completed.

Yes, I understand and give my permission:

No, I understand but do not give my permission:

Homeowner's Signature

Date

Homeowner's Signature

Date

ELIGIBILITY CERTIFICATION

I certify that there is at least one United States citizen or Qualified Alien who resides at the address listed on this application. Qualified Alien is defined in section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Client Signature

Date

APPLICANT SIGNATURE

Read all the following information before signing.

Once SCKEDD has received your application and verified your income to determine eligibility, you are placed on a waiting list to receive a preliminary inspection. When it is your turn, an inspector will contact you to set up a time for your inspection. The inspector will visit your home to gather the necessary information which must be entered into a computer program approved by the U.S. Department of Energy and the State of Kansas. This program provides SCKEDD with a list of approved measures designed to reduce the energy consumption of your home. Each house is inspected in a similar manner and input in the audit software in a similar manner. However, due to the inherent differences in each building structure, the energy audit software may approve different measures for each house. After inspection, an appointment is then set for a SCKEDD weatherization crew to arrive to perform the work that has been approved for your home. Before any work is started, the crew supervisor will go over the list of work items with the homeowner. If there are no objections, the crew will proceed with the work. In cases where the homeowner objects to having any work item performed, the crew supervisor will contact the project inspector to discuss the objection before any work is started. If the housing inspector determines that the item objected is required for your health and safety, then we will be unable to do any of the items.

The services provided to you through the Kansas Weatherization Assistance Program provided by SCKEDD are intended solely to reduce the energy consumption needs of your household. SCKEDD receives a limited amount of money, and the Weatherization program regulations and guidelines limit the use of grant funds to specific approved measures which have been shown to reduce energy consumption. The work is performed by SCKEDD staff or subcontractors who have received extensive training and experience in specific weatherization techniques. Please be advised that all weatherization work items are not intended to enhance or improve the appearance of the home. If my application is approved, I authorize the weatherization of my home to be completed by this program and will provide reasonable access to my property as required by weatherization personnel. If I disallow reasonable access to my home, I understand that my application will be deferred and any, and all warranties on work items already performed will be void.

By signing below, I certify that I have read all information contained in this application and understand my rights and responsibilities as a client under the Kansas Weatherization Assistance Program. I also certify that the information given by me in this application is a true and accurate representation to the best of my knowledge. By signing this application, I understand that I may be civilly and/or criminally liable under Federal and State law for making any false or fraudulent representations. I also understand that any person that applies for the Kansas Weatherization Assistance Program has the right to appeal any denial, delay or limitation of service under the grant program. Appeals must be sent in writing to SCKEDD 9730 E 50th St. N Bel Aire, KS 67226

 Applicant Signature

 Date

 Homeowner's Signature (if different from applicant)

 Date

FUEL RELEASE FORM

Please complete this form. It is required to receive Weatherization Assistance.

Applicant's Name: _____

County: _____

Address: _____

Telephone No.: _____

City, State, Zip: _____

UTILITY INFORMATION

HEATING FUEL SUPPLIER:

ELECTRIC SUPPLIER:

Supplier Name: _____

Supplier Name: _____

Supplier Address: _____

Supplier Address: _____

Bill To: _____

Bill To: _____

Account #: _____

Account #: _____

This release shall apply to the above energy providers and any subsequent energy provider(s) formed through merger or acquisition therewith.

Do you use the same supplier for both heating and electric? _____ Yes _____ No

I hereby authorize the above energy providers to release information on my fuel bills to the following agencies: **Kansas Weatherization Assistance Program, Low Income Home Energy Assistance Program, and South Central Kansas Economic Development District, Inc.**

I understand that this information will be used only to provide data for the above-named agencies, and no information obtained through this release shall be made public in such a manner that the dwelling or occupants can be identified.

This Release shall apply for 3 years following the date of its execution.

Client Signature

Date

AFFIDAVIT OF NO INCOME

Each member of your household over 18 years of age who has not received any income from any source other than excluded sources within the last year must complete this affidavit. For rules about what constitutes income, refer to the information below.

By signing, in the presence of a Notary Public, I certify under penalty of perjury that: (a) I am not presently employed, nor have been employed within the last year AND (b) I did not receive any income from any source within the past year except that which is excluded under the rules of this Program (displayed below).

Signature of Household Member	Printed Name	Date

This section must be notarized by a Notary Public.

County of: _____	This instrument was acknowledged before me on: _____ day of _____ 20_____ by:
State of: _____	
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	_____ Printed Name of Household Member
	_____ Printed Name of Household Member
	_____ Printed Name of Household Member
	_____ Printed Name of Household Member
_____ Notary Public's Signature	_____ My Commission Expires

Income includes money, wages, and salaries before any deductions; net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses). Income includes regular payments from social security, railroad retirement, unemployment compensation, strike benefits from union funds, workers' compensation, veterans' payments, training stipends, alimony, and military family allotments; private pensions, government employee pensions (including military retirement pay) and regular insurance or annuity payments; dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

Income excludes capital gains; any assets drawn down as withdrawals from a bank, the sale of property, a house or a car; one-time payments from a welfare agency to a family or person who is in temporary financial difficulty; tax refunds, gifts, loans, lump-sum inheritances, one-time insurance payments, or compensation for injury; Also excluded are non-cash benefits such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits, food or housing received in lieu of wages, the value of food and fuel produced and consumed on farms, the imputed value of rent from owner-occupied non-farm or farm housing, and such federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, school lunches and housing assistance, and combat zone pay to the military. Note: Child Support Payments and College Scholarships are excluded.

Property Owner/Rental Property Agreement

If you are a renter, rent-to own, or are buying on contract give this form to your landlord to complete. If you live in your own home, omit the Rental Property Section.

I, _____ (*property owner*) do hereby declare that I am the legal owner of the dwelling located at _____ (*address*) in _____ (*city*), Kansas, and that this dwelling is occupied by _____ (*tenant name or self*). I understand that my ownership of this property will be verified through a review of public records within the county Register of Deeds office.

I grant the Kansas Weatherization Assistance Program (KWAP) permission to weatherize the dwelling at the aforementioned address and to do whatever reasonable repairs are deemed necessary within guidelines set forth by the U.S. Department of Energy. I further declare that I shall forever save and hold the KWAP, its agents, servants, and employees harmless from all claims, dividends, costs, and liabilities arising from damage or injury, actual or claimed, of whatever kind or character, to persons or property, occurring or claimed in, on or about the premises arising out of the service provided and shall defend the KWAP in any action or proceeding brought about.

I understand that the KWAP is entitled to all salvageable materials that are replaced with new weatherization materials.

Rental Properties:

In return for weatherization of the aforementioned residence, I, as owner, agree to and understand the following:

1. I understand that the KWAP will assess the heating system. If found unsafe or inefficient, KWAP will try to replace the unit at no cost. I understand I will be contacted if a contribution is necessary before work proceeds.
2. I will not raise the rent on this property because of any improvements made by the KWAP for a period of one (1) year following completion of the weatherization work. I have the right to increase the rent an appropriate sum if I do additional repairs at my own expense unrelated to Weatherization work. Furthermore, I do not intend to sell the property for a period of one (1) year. Should I sell the property within 1 year, I will ensure the new owner agrees to the restrictions/requirements of this agreement. I also will not evict the tenant because of any improvements made by the KWAP. I retain the right to evict the tenant on matters demonstrably not Weatherization related. Landlords and tenants are encouraged to try to resolve disputes themselves. Landlord/tenant education and mediation services are available to assist in settling landlord-tenant disagreements arising from weatherization activities, if necessary, by contacting Kansas Housing Resources Corporation's Compliance-Tenant Relations Specialist at 1-800-752-4422.
3. I will be required to allow the weatherization work to be continued if the client moves from the dwelling before the work scope has been completed. Access to the unit will be made available as needed to all weatherization staff, inspectors, contractors, and crews to allow for completion of the work. Work planned or not yet started may be terminated if the tenant moves or the house is sold.
4. The KWAP may notify the appropriate utility company in addition to the tenant and myself if it discovers any physical condition which is believed to pose a threat to the safety of the tenant.
5. The benefits of the KWAP are to accrue primarily to the low-income tenants residing in the unit. No undue or excessive enhancements will occur to increase the value of the unit.
6. I hereby GRANT A WAIVER OF LIABILITY to the KWAP and its agents, from any and all claims against the Weatherization Program arising from its presence on said property.

All Properties: Check and initial **one** of the following:

- I give permission for holes, approximately 2" wide, to be drilled in any or all walls, floors or ceilings for the installation of insulation materials, and understand that it will be my responsibility to apply the desired finish to the plugs used to seal the holes.
- I **do not** give permission for holes, approximately 2" wide, to be drilled in any walls, floors or ceilings for the installation of insulation materials, and understand that, as a result, insulation **will not** be provided.

Owner Signature	Date
Address	
City	State Zip
Phone	

Tenant Signature	Date
Address	
City	State Zip
Phone	

EMPLOYMENT VERIFICATION FORM

If you receive wages, take this form to your employer to complete. You may submit paystubs for the most recent three-month period in lieu of completing this form.

EMPLOYEE INFORMATION

To be completed by Applicant

Applicant's Name and Address:

Your Employer's Name and Address:

Dates of Employment: From: _____ To: _____

EMPLOYER INFORMATION

To be completed by the Applicant's employer

Employee's Job Title: _____

Most Recent Regular-Time Wage: \$_____ per _____

(If an hourly wage, how many regular time hours per week on average? _____)

Most Recent Overtime Wage: \$_____ per _____

(If an hourly wage, how many overtime hours per week on average? _____)

Indicate additional compensation type and amounts, on average, per week (Including, but not limited to, tips, sales commissions, piece rate, or shift differentials)

Has the employee received any pay increases within the past twelve months? If so, describe amount of increase and effective date:

SIGNATURE

I authorize the release of my wage and employment information to SCKEDD.

Under penalty of perjury, I hereby attest that all information provided is correct to the best of my knowledge. I understand that all fields are to be completed and if there is a blank field, I have indicated that the information is not applicable to the employee.

Employee's Signature

Date

Employer's Signature

Date

Employer's Phone

Date

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



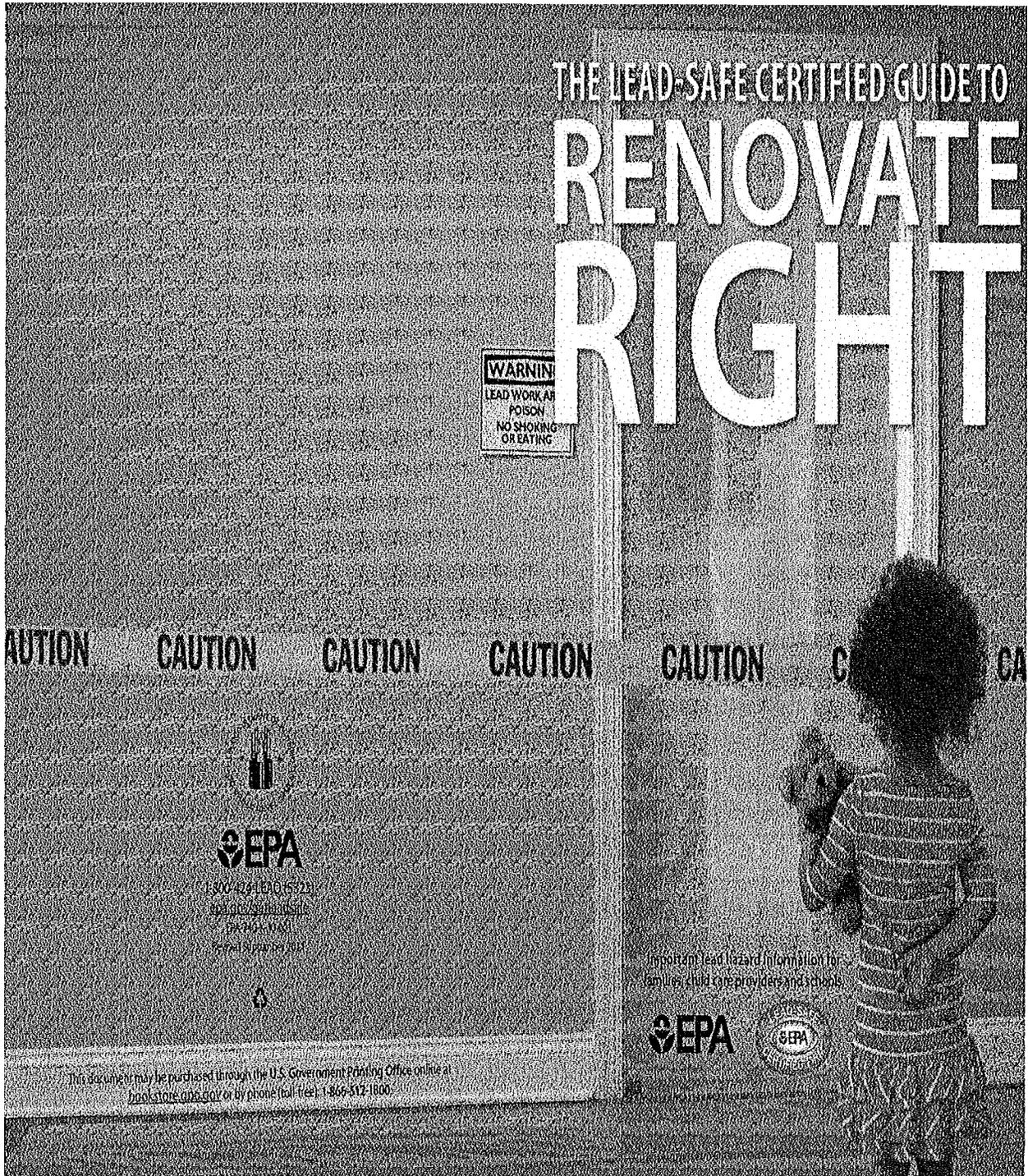


January 2011

Protect Your Family From Lead in Your Home

 United States Environmental Protection Agency
 United States Consumer Product Safety Commission
 United States Department of Housing and Urban Development

For the complete brochure click here: [Protect Your Family From Lead In Your Home Brochure](#)



For the complete brochure click here: [Renovate Right Brochure](#)



Revive the Block Application

Please answer all questions. The information is necessary to determine eligibility for the program and for required statistical records.

1. City of Dodge City Application No. _____
 Owner Name _____
 Address _____ Telephone () _____
Street, City, State/Zip

2. HOUSEHOLD COMPOSITION (List the head of your household and all members who live in your home. Give the relationship of each family member to the head of your household.)

Full Name	DOB	Relationship	Employer	Income Type (Wages, SSI, ect.)

Total Household Income _____
 (Proof of income is required, see below)

Maximum yearly income is based on household income relative to federal low-income guidelines.

Household	Income Guidelines
1	\$36,500 or less
2	\$41,700 or less
3	\$46,900 or less
4	\$52,100 or less
5	\$56,300 or less
6	\$60,450 or less

3. What type of repairs are you requesting? Print or email photos of items needing repaired
 Age of your house? _____

4. Does anyone live with you now who are not listed above? Yes No

5. Does anyone plan to live with you in the future who are not listed above? Yes No

Please explain if you answered "Yes" to either question above.

6. Are there any Disabled Persons in your household? Yes No
 If, Yes How many reside in the home? _____

(A person is defined as a person "who has a physical or mental impairment which substantially limits one or more of the person's major life activities, has a record of such impairment or is regarded as having such an impairment.")

7. Racial Background of Primary Income Earner (please circle one):

- WHITE ASIAN ASIAN & WHITE BLACK/AFRICAN AMERICAN
- BLACK/AFRICAN AMERICAN & WHITE AMERICAN INDIAN/ALASKAN NATIVE AMERICAN INDIAN/ALASKAN NATIVE & WHITE
- OTHER AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER

8. Ethnicity: Hispanic Non-Hispanic

9. Is the Head of Household Female? Yes No

Penalty for false or fraudulent statement: Initial _____ Initial _____
 U.S.C. Title 18, Section 1001, provides, "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or make any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

Certification by applicant(s): Initial _____ Initial _____
 The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a grant, under the Community Development Block Grant Program of the City of Dodge City, and is true and complete to the best of the applicant's knowledge and belief, and that the applicant has read the above statement and understands the penalty for false or fraudulent statements

The applicant further certifies that he is the owner/renter of the property described in this application, and that the rehabilitation grant proceeds will be used only for the work and materials necessary to meet the rehabilitation code standards, as applicable, which are prescribed for the property described in this application. If the Housing Rehabilitation Board determines that the rehabilitation grant proceeds will not or cannot be used for the purposes described herein, the applicant agrees that the proceeds shall be returned herewith, in full, to the Government, and acknowledges that, with respect to such proceeds so returned, he shall have no further interest right, to claim.

The applicant covenants and agrees that he will comply with all requirements imposed by or pursuant to regulations of the Secretary of Housing & Urban Development effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 252). The applicant agrees not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use or occupancy of the real property with assistance of the grant. The United States shall be deemed to be a beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit these provisions have been provided and shall have the right, in the event of any breach of these provisions, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

Verification of any of the information contained in this application may be obtained from any source named herein.

Date	Signature of Owner
Date	Signature of Spouse
Date	Signature of Lienholder (if required)

WAIVER OF LIABILITY

I hereby release the City of Dodge City, Kansas, from any and all claims of liability arising from the Revive the Block Housing Rehabilitation project.

Date	Signature of Owner
Date	Signature of Spouse

Date received _____ Received by _____

APPROVED Date _____ OR REJECTED Date _____

REVIVE THE BLOCK CODE OF CONDUCT CITY OF DODGE CITY, KANSAS

The opportunity to serve the public, as an elected or appointed official is a high honor, and such opportunity confers a sacred trust to the office holder. Stewardship of the public trust not only requires allegiance to the law, but also obligates an elected or appointed official to act in ways consistent with the highest standards of ethical conduct; and,

The City Commission adopts this Code of Conduct for the Revive the Block, Community Block elected officials and appointed officials as a means of promoting the vitality of the democratic process in city government. The following principles are offered to encourage elected and appointed officials to engage in ethical reflection in advance of decision making. Ultimately, the ethical course of action for an elected or appointed official must be discerned by the dictates of individual conscience, commitment to the public interest and statutory compliance.

The City Commission, adopt the Revive the Block Code of Conduct for City Officials, as follows:

- ❖ An elected or appointed official should be vigorously dedicated to the democratic ideal of honesty, openness and accountability in all public matters involving city government.
- ❖ An elected or appointed official should be a model of decorum, respect for others and civility in all public relationships.
- ❖ An elected or appointed official should actively practice stewardship of the city's human, fiscal and physical resources.
- ❖ An elected or appointed official should strive for excellence and continuous learning in personal development and in all operations of city government.
- ❖ An elected or appointed official should perform the duties of public office with fairness and impartiality so as to enhance public confidence in city government.
- ❖ No elected official, appointed official, officer or agent of the City shall participate in selection or in the award or administration of a contract issued by the City if a conflict of interest, real or apparent, would be involved.
- ❖ The City elected officials, appointed officials; officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- ❖ Violations of this Code of Conduct by the City's elected officials, appointed officials, officers, employees or agents of the City shall be prosecuted to the fullest extent permitted according to Local, State, and Federal law or regulations.

APPROVED and ADOPTED by the City Commission of the City of Dodge City Kansas,
this 4th Day of April 2022.

Mayor

(SEAL)

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: April 4, 2022
Subject: Approval of Ordinance 3770, Installation of Stop Signs at various locations
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance 3770.

Background: Due to an increase in traffic because of recent housing developments in various locations of town and to be consistent on Fairway Dr. and Roanoke Rd., stop-controlled intersections are proposed. On Fairway Dr. all other side streets are required to stop except for those proposed by this ordinance. Fairway Dr. is considered a collector and has right-of-way from the side streets. St. Joseph St. is also considered a collector for that part of town and with the added housing development is seeing additional traffic. Currently, there is a Stop Sign for north-bound traffic at the La Vista and Roanoke Rd. intersection, to be consistent and so there are no surprises to drivers at the intersection a south-bound Stop Sign will be added.

Justification: Due to an increase in traffic and being consistent with signage, the installation of Stop Signs will make traveling through these intersections safer.

Financial Considerations: The cost of the installation of the signs.

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

Legal Considerations: N/A

Attachments: Ordinance 3770 and maps of the intersections.

ORDINANCE NO. 3770

AN ORDINANCE DIRECTING THE INSTALLATION OF STOP SIGNS AT THE FOLOWING INTERSECTIONS,

- FAIRWAY DRIVE AND SUNRISE COURT
- FAIRWAY DRIVE AND SUNSET COURT
- FAIRWAY DRIVE AND FAIRWAY COURT (NORTH)
 - FAIRWAY DRIVE AND CAREFREE LANE
 - SAINT JOSEPH STREET AND ANNA AVE.
- SAINT JOSEPH STREET AND BARBARA LANE EAST
 - SAINT JOSEPH STREET AND SUE DRIVE
- SAINT JOSEPH STREET AND BARBARA LANE WEST
 - LA VISTA BLOUVARD AND ROANOKE ROAD

AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

Section 1: Stop sign shall be installed at the intersection of FAIRWAY DR. and SUNRISE CRT., stopping west bound traffic at the intersection.

Stop sign shall be installed at the intersection of FAIRWAY DR. and SUNSET CRT., stopping east bound traffic at the intersection.

Stop sign shall be installed at the intersection of FAIRWAY DR. and FAIRWAY CRT. (NORTH), stopping east bound traffic at the intersection.

Stop sign shall be installed at the intersection of FAIRWAY DR. and CAREFREE LN., stopping east bound traffic at the intersection.

Stop signs shall be installed at the intersection of SAINT JOSEPH ST. and ANNA AVE., stopping south and north bound traffic at the intersection.

Stop signs shall be installed at the intersection of SAINT JOSEPH ST. and BARBARA LN. E., stopping south and north bound traffic at the intersection.

Stop signs shall be installed at the intersection of SAINT JOSEPH ST. and SUE DR., stopping south bound traffic at the intersection.

Stop signs shall be installed at the intersection of SAINT JOSEPH ST. and BARBARA LN. W., stopping south and north bound traffic at the intersection.

Stop signs shall be installed at the intersection of LA VISTA BLVD. and ROANOKE RD., stopping south and north bound traffic at the intersection.

Section 2: Any person convicted of a violation of the provisions of this ordinance shall be subject to penalties provided by Chapter I, Section 1-116 of the Code of the City of Dodge City.

Section 3: Any ordinances or parts of ordinances conflicting herewith are hereby repealed.

Section 4: This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after the posting of appropriate signs advising the motoring public of the provisions of this ordinance.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 4th day of April 2022.

E. Kent Smoll, Mayor

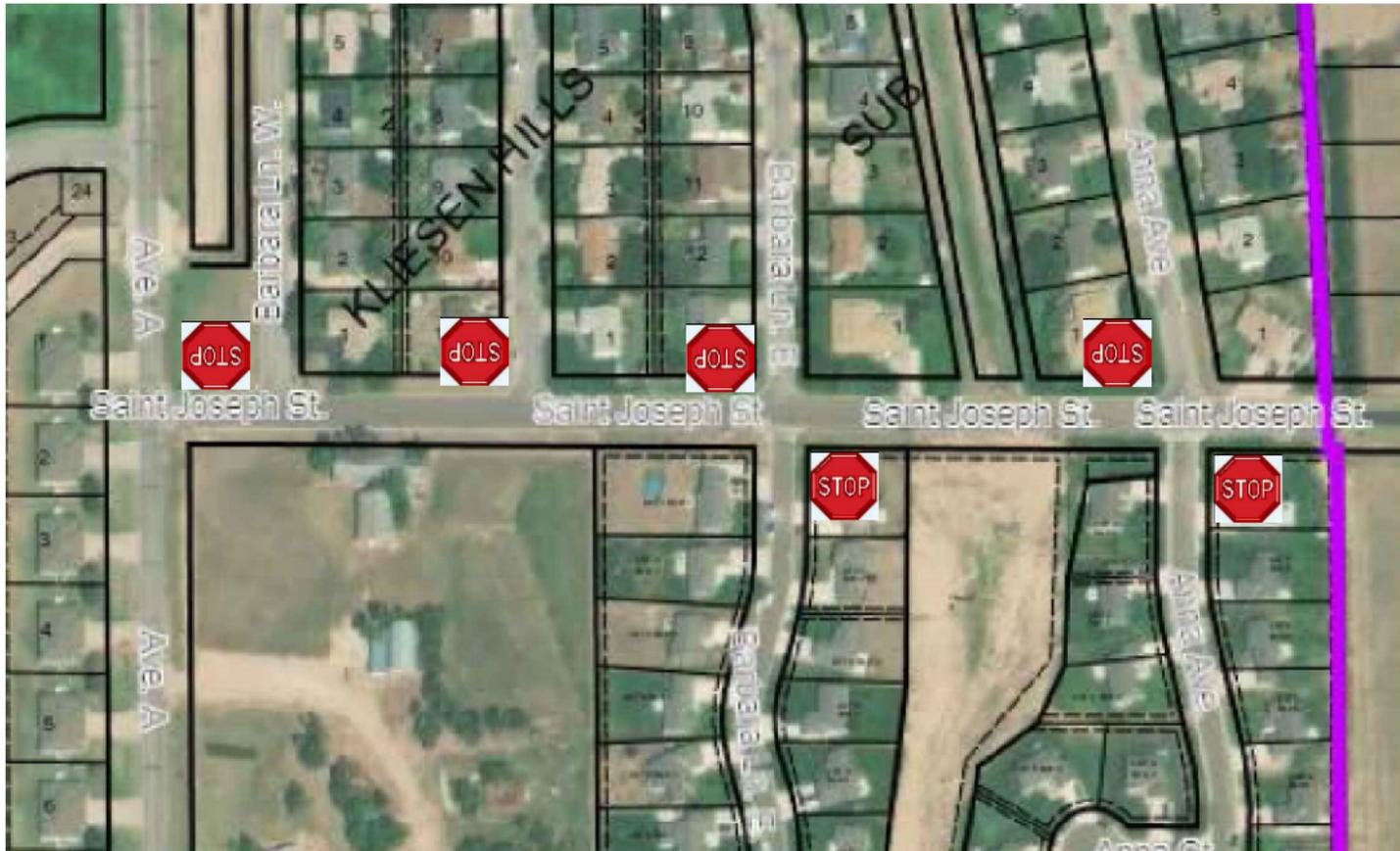
ATTEST:

Connie Marquez, City Clerk

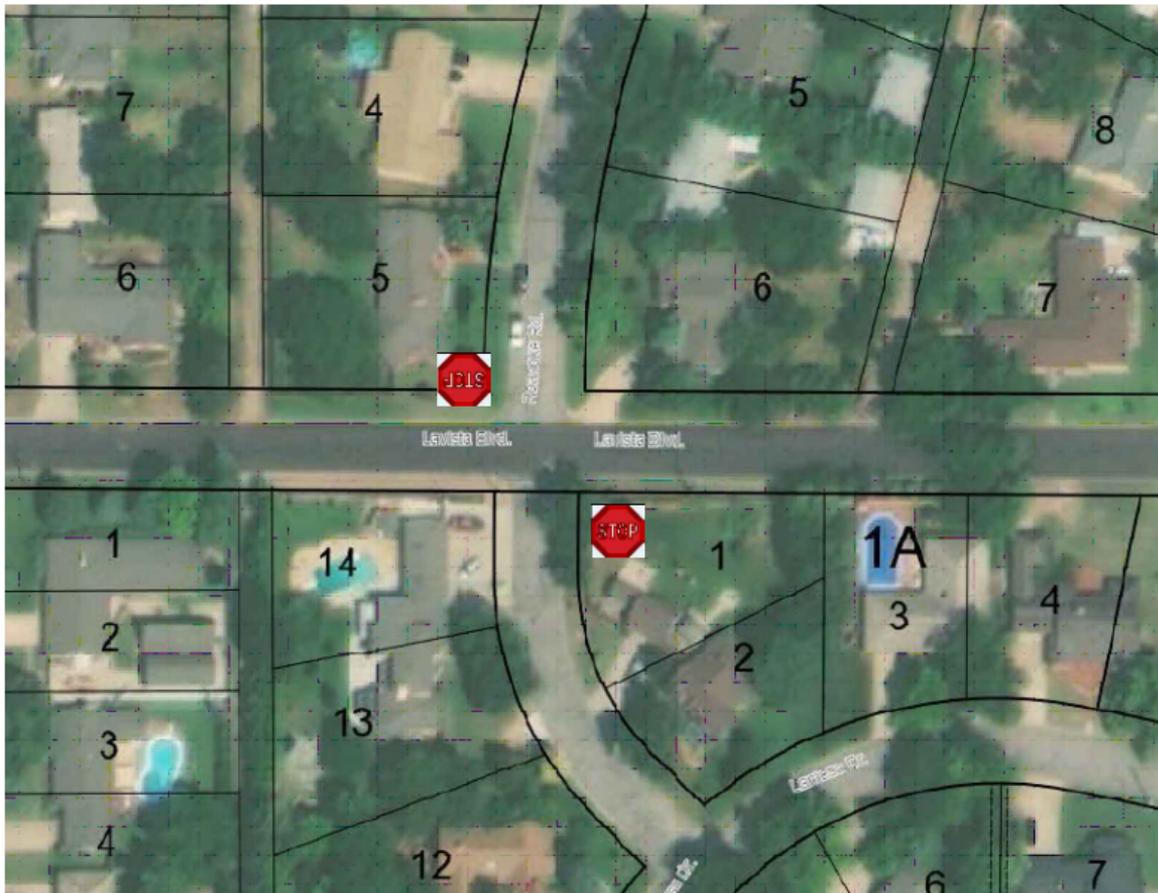
Proposed Stop Signs on Fairway Dr.



Proposed Stop Signs For St. Joseph St.



Proposed Stop Signs For La Vista Blvd.





Memorandum

To: Ford County Commission and City of Dodge City Commission

From: Community Facility Advisory Board (CFAB)

Date: 03/24/2022

Subject: United Wireless Arena Microlite Retrofit

Agenda Item: New Business

Recommendation: The Community Facility Advisory Board (CFAB) recommends approval by the City and County Commission of the Microlite Retrofit for the United Wireless Arena from Knight Sound and Lighting for \$125,900. They were the only respondent to the RFP.

Background: In February, City staff issued a request for proposals for replacement software and hardware for the lighting panels that control the lights at the Arena. Parts and support for the existing system has limited to no availability and the software that controls the system is obsolete and unsupported and has not been produced in recent years. The lighting panels and software are a vital part of the arena, used to schedule and control the lighting. The current equipment is original with the building.

Justification: Knight Sound and Lighting purchased the rights to the Microlite Relay and Control System that the Arena currently has. After buying the rights, Knight worked to create an upgrade path for customers who had the now-orphaned system. Their Microlite Retrofit provides brand new and fully warranted electronics and relays for the system. It also includes replacing the computer and software that controls the system. The new system will also support new scheduling and lighting features as well as training for the special events center staff. Additionally, the parts for this new system are made in the USA and the system has a six-year warranty for hardware and one year for labor. Knight Sound Lighting will use a local electrician for the electrical work.

Financial Considerations: If approved, City Finance anticipates utilizing a short-term bond with a five year pay off.

Purpose/Mission: Together we value progress, growth and ongoing improvement.

Legal Considerations: There are no legal considerations.

Attachments:

Knight Sound and Lighting Proposal



Knight Sound & Lighting Inc.
 4845 Allen Road
 Stow, OH 44224
 Phone: 866-457-5937
 GoKnight.com

PROPOSAL

DATE	PROPOSAL #
2/28/2022	12050

NAME / ADDRESS
Ryan Reid-Director of Administration City of Dodge City 806 N 2nd Avenue, PO Box 880 Dodge City, KS 67801 US

Ship To
Ryan Reid United Wireless Arena 4100 W Comanche St Dodge City, KS 67801-8109 US

TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	HKA/EDG/MAK	UNKNOWN	ILC LIGHTLEEDER-Retr...

DESCRIPTION	QTY
EVENT CENTER LIGHTING RFP Estimate for the Intelligent Lighting Controls (ILC) Microlite Retrofit of the system at United Wireless Arena - A total of fourteen (14) panels and system commissioning services are included in this estimate. This estimate does include the services of a qualified person (electrician), as described below in this estimate and the installation documents. We have include the services of your preferred local electrical contractor, Stegman Brothers, to provide you with a complete estimate. This estimate does NOT includes Sales Tax. All applicable sales taxes will be charged on the invoice. Please let us know if you want the proposal modified to add in sales taxes. Please provide a valid Tax Exempt Certificate if you are tax exempt.	
ESTIMATE FOR ILC LIGHTLEEDER RETROFIT OF MICROLITE RELAY SYSTEM	



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TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	HKA/EDG/MAK	UNKNOWN	ILC LIGHTLEEDER-Retr...

DESCRIPTION			QTY
BILL OF MATERIAL FROM INTELLIGENT LIGHTING CONTROLS (30440), Job: ILC Microlite Retrofit for United Wireless Arena-R2) dated February 1, 2022:			1
Qty.	Part No.	Description	
1	LLNC-A-HLD	LLNC-A-HLD, LightLEEDer Network Controller - Advanced	
4	93001861	LS-PSR, LightSync Power Supply Repeater.	
14	92058148	LLMRI-48 LightLEEDer MicroLite Retro Insert - 120/277V.	
8	LSIM-P-D	LSIM-P-D LightSync Input Module- Panel Mount- Dry Contact.	
7	92044294	LSIM-PR-D LightSync Input Module- Panel Mount w/Double Plate	
434	92040194	R40-1 Reliant 40 relay, 40AMP 1-Pole 120/277/347V	
1	12010151	LightLEEDer InSite Graphical User Software.	
System must have TOP-DOWN numbering, left and then right. System will use ILC In-Site Graphics Software (screens by Knight Sound & Lighting) Ground shipping included.			
Windows 10 Computer with keyboard, mouse, Video Monitor (21 inch), and necessary software loaded for project. This computer model changes rapidly, so that, we will use the current standard, which is available at the time of the project.			1
TouchWindow, up to 17 Inch, Win 10 Touch Computer. TouchScreen Computer will be sized by the space it is located. The actual size will be determined by its location in the facility and can be up to 17 inches.			1



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DESCRIPTION	QTY
System Commissioning Services for checking, energization, programming, testing, and training on the system.	1
Ground shipping is included. Expedited shipping will incur an additional charge.	1
Stegman Brothers Electrical Work - Quoted to KSL on February 24th, 2022 by Tony Stegman 1) Provide & Install a Cat 6 cable to 14 existing lighting control panels, 1 touchscreen computer, 1 main controller, and 1 network controller in existing conduits & install ends. 2) Remove interiors on 14 existing control panels, install new retrofit panels & reconnect wiring. 3) Reconnect existing wiring from 8 remote button station. 4) Reconnect power to control panels 5) Supply power to network controller.	1



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40/40/20	EDG	HKA/EDG/MAK	UNKNOWN	ILC LIGHTLEEDER-Retr...

DESCRIPTION	QTY
<p>This estimate is for the retrofit (all new parts) of the existing Microlite Relay Panel System with a new ILC LightLEEDer Retrofit Relay Panel System at United Wireless Arena in Dodge City, KS.</p> <p>This estimate includes all of the ILC Insert Panels that will replace the Microlite inserts currently in the Microlite enclosures. This means that the existing line and load wiring can be used on the new system, as well as the existing Microlite enclosures.</p> <p>Removal of the existing Microlite Insert and the installation of the new ILC LightLEEDer Retrofit Insert Panel in each relay panel is included in this estimate. This work is described in a separate document, which should accompany this estimate. This work will be completed by a qualified person and their work is included in this estimate. We anticipate that this work will take approximately 1-4 hours per panel, but is dependent upon the quantity of relays being used in the specific relay panel.</p> <p>The new ILC LightLEEDer Retrofit Insert Panels will be loaded with the actively used quantity of relays as the current Microlite relay panel. The existing Microlite relays will NOT be used in the new system, instead, new ILC R40-1 relays will be used. The new ILC R40-1 Relays are mechanically-held relays and can be turned on/off through electronics or through a mechanical latch.</p> <p>The only thing that will have to be "replaced" is the existing shielded twisted pair cable that runs between all of the Microlite Relay panels. This cable needs to be replaced with a new Category 5e or Category 6 control cable with male RJ45 connectors installed on each end of the cable. This will be done at all fourteen (14) of the existing relay panels for the new ILC LightLEEDer Retrofit Relay Panel. The purchase of this cable, installation of the cable, and the installation of the connectors is included in this estimate and will be completed by a qualified person.</p> <p>Control of the new ILC LightLEEDer Relay Panel System will be possible through three (3) different means. The first is the LightLEEDer Pro Software, which is used to control and program individual relays, groups, and presets in the system. GROUPS will allow you to change the state of multiple relays throughout the system to the same value (on or off); PRESETS will allow you to set the state of multiple relays to a specific state. This is different than a group, because a preset can turn different relays to on or off at the same time (example, Relay 1 on, Relay 2 off, Relay 3 on). Presets would allow you to set an entire arena to a predetermined lighting look with the single press of a button. In addition, the</p>	



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DESCRIPTION	QTY
<p>LightLEEDer Pro Software can program time schedules, inputs and other features for the system.</p> <p>Next, the system will have the ILC In-Site software, which is a graphical based software that will allow the end user to be able to control relays, groups, and/or presets through a graphical interface. This is just like your current Microlite Graphical software. Our plan is to program the ILC In-Site software to look and behave similar to your current graphic software. Just let us know if you want any changes.</p> <p>The third option is the Wireless Android/IOS app for your phone or tablet. PLEASE NOTE that this is an additional cost. If you would like this feature we would need to update this estimate. Some facilities do not like the system on a wireless network that is why we did not include on this estimate.</p> <p>All of the control systems listed above are connecting to the ILC LightLEEDer Relay Panel System through a TCP/IP connection, which will be near Panel 01. This means that the site must provide a TCP/IP Ethernet drop to this location inside the Network Controller. This will allow any authorized staff member to connect to the system via TCP/IP and either operate and/or program the system. The Network Controller has its own little enclosure and will need to be mounted next to panel 01 and will require 120VAC line power into that enclosure. The enclosure is equipped with a standard UL rated outlet.</p> <p>Please note that the existing Windows XP Computer that is running Microlite LMS-XP could be used as the computer for this system. However, we have included a new Windows 10 Pro Desktop Computer to use as the main computer. In addition, this system can have multiple computers connected to the system at the same time. This allows multiple users to be able to operate, program, and access the system; if desired.</p> <p>This system includes one TouchScreen Computer, which we have included in this estimate. This will allow for control of the lighting system from the same location as the existing touchscreen computer in the facility.</p>	



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DESCRIPTION	QTY
<p>This estimate includes four (4) of the ILC Power Supply Repeaters (PSR), which can amplify the control signal between the ILC Relay Panels. These will be installed around the ILC Relay Panel system as needed. We may add and/or subtract ILC PSR as needed. The ILC PSR allow us to make the ILC LightSync Network (communication between panels on the Category 5e/6 cable) as long as needed in the facility. In addition, the ILC PSR allows us to split the control signal, so that we can have vertical columns and then horizontal runs between the vertical columns.</p> <p>Each ILC LightLEEDer Relay Panel may have a low voltage input card for dry contact inputs. In the facility there are a few low voltage input switches that turn on and off relays in the system. Each low voltage input card is capable of four (4) inputs and we can add as many low voltage input cards as needed in the system. This information is documented on the spreadsheet, which should be included with this estimate.</p>	



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DESCRIPTION	QTY
<p>INSTALLATION AND PROGRAMMING PROCESS</p> <p>In order to help in the process of showing how to complete the ILC LightLEEDer Relay Panel's Retrofit, we have created a document, which shows how the process occurs. In addition, we will be happy to provide a Knight Sound & Lighting Inc (KSL) technician for a day of training to show the qualified personnel how to perform the retrofit on one of the relay panels at the facility. This is all included in this estimate.</p> <p>After this time, the qualified personnel will complete the ILC LightLEEDer Relay Panel Retrofit on all fourteen (14) of the relay panels. In addition, the Category 5e/6 cable will be installed and completed. Finally, the TCP/IP Network drop will be completed to panel 01 of the system, the main computer, and the touchscreen computer.</p> <p>Once these items are completed by the qualified personnel (included), then the programming of the system can be installed into the system and tested by KSL technicians. Prior to this time, KSL technicians will be working to create the programming for all of the control systems, so that, the system is ready to be used when the ILC LightLEEDer Relay Panel Retrofit and other items have been completed.</p> <p>During this time, we will interact with the facilities' staff to determine if there are any changes that they would like to make to the existing programming and/or graphics for the system. These items can be changed during this entire process, but we will need to have a fairly complete idea of how the system should be programmed.</p> <p>Once the programming has been completed, KSL technicians will work with the facilities' staff to test and make sure that everything is working normal with the system.</p> <p>TRAINING</p> <p>Finally, once the entire system is programmed and tested successfully, KSL technicians will provide two (2) training sessions on two (2) separate days for up to four (4) hours on the operation, programming, and maintenance of the system.</p>	



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DESCRIPTION	QTY
<p>WARRANTY</p> <p>After the system is complete, KSL will continue to provide technical support, programming, and backup for the new ILC LightLEEDer Relay Panel system.</p> <p>All of the ILC Relay Panel Components will be covered under ILC's normal warranty time period, which is six (6) years for electronics and six (6) years for the relays.</p> <p>The labor services of Knight Sound & Lighting Inc are warranted for a period of one (1) year from completion of the project.</p> <p>EXTENDED SUPPORT & SERVICE AVAILABILITY</p> <p>In addition, we offer preventative maintenance programs that can be purchased for continued on-site support of the system.</p> <p>We offer field service visits at a billing of \$125.00 per hour, plus travel expenses.</p> <p>Phone support, e-mail, Zoom Meeting, and Remote Programming/Troubleshooting are free of charge for the life of the system. We are available 24/7/365 to provide support on your system.</p> <p>Knight Sound & Lighting Inc has been servicing and supporting lighting control systems for over thirty (30) years. We will be here to provide support on the system, as needed.</p>	



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40/40/20	EDG	HKA/EDG/MAK	UNKNOWN	ILC LIGHTLEEDER-Retr...

DESCRIPTION	QTY
<p>PAYMENT TERMS</p> <p>To accept this estimate, please provide a PO# and 40% deposit. We will also need a signed Proposal and signed Terms & Conditions at the time of order acceptance.</p> <p>An additional 40% is due with delivery of equipment to the site.</p> <p>The final 20% is due within 30 days of panel completion, programming, testing, and training on system.</p> <p>Sales Tax is not currently included in this estimate. If sales tax needs to be charged, please advise us.</p> <p>EXPECTED DELIVERY OF THE EQUIPMENT TO SITE & INSTALLATION TIME</p> <p>Once we receive the PO# and 40% deposit, then all of the equipment will be ordered.</p> <p>Anticipated lead time is approximately 4 to 8 weeks to receive in the equipment (we will be able to have some panels ship sooner).</p> <p>Once the equipment (first phase) ships to site we will coordinate with our electrical contractor and the facility to setup a meeting at the site to go over the installation. We will want to coordinate with the facility to have as small of an impact on the daily operations of the facility.</p> <p>This means that the first installation visit will likely be about 6 to 9 weeks out from the date of order. Subsequent installation dates will be timed with our electrical contractors install of the cables/panels as well as KSL scheduling requirements. We will work with you to schedule the installation dates on the project.</p>	



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2/28/2022	12050

NAME / ADDRESS
Ryan Reid-Director of Administration City of Dodge City 806 N 2nd Avenue, PO Box 880 Dodge City, KS 67801 US

Ship To
Ryan Reid United Wireless Arena 4100 W Comanche St Dodge City, KS 67801-8109 US

TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	HKA/EDG/MAK	UNKNOWN	ILC LIGHTLEEDER-Retr...

DESCRIPTION	QTY
<p>Thank you for the opportunity to provide this estimate for the possible ILC LightLEEDer Relay Panel Retrofit of the existing Microlite Relay Panels at United Wireless Arena. If there are any questions and/or to place an order, please contact our office.</p> <p>Have a wonderful day.</p> <p>Sincerely,</p> <p>Ed Gurski and Mark A Knight Knight Sound & Lighting Inc. Office: 866-457-5937 Ed Cell: 330-730-2437 Mark Cell: 330-283-2895 Total sales tax calculated by AvaTax Select this as a transaction's tax to use AvaTax</p>	

40% Due w/Order 40% Due w/Equipment 20% Due upon Completion	TOTAL \$125,900.00
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All proposals are good for 60 days. A signed proposal and attached terms and conditions constitute a binding agreement.

SIGNATURE _____



Knight Sound & Lighting Inc.
 4845 Allen Road
 Stow, OH 44224
 Phone: 866-457-5937
 GoKnight.com

PROPOSAL

DATE	PROPOSAL #
3/2/2022	12063

NAME / ADDRESS
Ryan Reid-Director of Administration City of Dodge City 806 N 2nd Avenue-PO Box 880 Dodge City, KS 67801 US

Ship To
United Wireless Arena Brett Hoffman 4100 Comanche Dodge City, KS 67801

TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	MAK	NEED CERT	Alternate RFP-5 Year PM ...

DESCRIPTION	QTY
ALTERNATE RFP - EVENT CENTER LIGHTING RFP Please note that all equipment in the "Event Center Lighting RFP" is warranted for a period of six (6) years from the delivery of the equipment to the site. This is included in the original estimate at no additional cost. Please note that phone, e-mail, Zoom Meeting, and Remote Access Support of the system in the "Event Center Lighting RFP" is for the life at no additional cost. Please note that the "Event Center Lighting RFP" includes one (1) year of on-site support, as requested, by the site. This estimate would add five (5) years of additional on-site support, as described below. This support would include regularly scheduled visits and emergency site visits (as needed) to the site for the items described below.	
MAINTENANCE-Preventative Maintenance Services for five (5) years on the programming, troubleshooting, and repair of the system. This includes on-site support for the term of the contract and free phone support for the life of the system. The ILC equipment will come with a six (6) year warranty from the date of shipment to the site. Please see a description of the preventative maintenance program that is listed below.	1
Subtotal	
This preventative maintenance (PM) program will be based upon semi-annual (or bi-annual) visits to United Wireless Arena for the upkeep of the new ILC LightLEEDer Microlite Retrofit System as outlined below.	



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Ship To
United Wireless Arena Brett Hoffman 4100 Comanche Dodge City, KS 67801

TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	MAK	NEED CERT	Alternate RFP-5 Year PM ...

DESCRIPTION	QTY
<p>1) The PM program will include two (2) regularly scheduled site visits of one (1) Knight Sound & Lighting (KSL) technician for a one (1) day site visit.</p> <p>2) Each site visit will last for up to eight (8) hours of on-site time.</p> <p>3) The regularly scheduled visits must occur with a minimum of three (3) weeks of lead time. The KSL Scheduler will contact United Wireless Arena on a regular cycle of every six (6) months to schedule for the regular PM visit. Please note that we will require the facility's help in finding "open" dates where no events are occurring.</p> <p>4) The PM program will include the travel labor as part of the program.</p> <p>5) The PM program will include the travel expenses, such as airfare and hotel expenses. This is why we request a three (3) week lead time for scheduling the regular PM visits.</p> <p>6) During the PM visit, the KSL technician will test for the stability of the ILC LightSync Network and all devices on the network. If any issues are found, the KSL technician will work to fix the issues. This will include replacing parts that are spare in the system. Physical damage (cut wiring, lightning strike, and/or power event (transformer failure)) is NOT included and additional charges MAY apply in this situation.</p> <p>7) The KSL technician will test for stability of the communication between the "Main" Computer and the "Remote" Touch Screen Computer included in this estimate. The KSL technician will work with the IT staff of the facility to fix the communication issues and restore full control to the system (as needed). We are not responsible for maintaining the facility's IT structure, but will assist in troubleshooting.</p> <p>8) The KSL technician will make any programming changes to the ILC LightLEEDer System during the course of the regular PM visit, up to the eight (8) hours of cumulative on-site labor time.</p> <p>9) The KSL technician will upgrade any pertinent firmware and/or software being used by the ILC LightLEEDer System during the course of the regular PM visit, up to eight (8) hours of cumulative on-site labor time.</p>	



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Ship To
United Wireless Arena Brett Hoffman 4100 Comanche Dodge City, KS 67801

TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	MAK	NEED CERT	Alternate RFP-5 Year PM ...

DESCRIPTION	QTY
<p>10) The KSL technician will provide training to the staff and personnel of the facility on the operation, programming, and maintenance of the ILC LightLEEDer System. The training sessions may be recorded by the facility for future reference. Again, this is up to eight (8) hours of cumulative on-site labor time.</p> <p>11) The KSL technician will work with the site's staff to identify and provide a list of any replacement parts that should be ordered to replace spare stock that has been used to repair the system.</p> <p>12) KSL will maintain a 24/7/365 technical support phone and e-mail support for the facility to receive support on their ILC LightLEEDer System.</p> <p>13) KSL will make any requested programming changes to the ILC LightLEEDer System via remote access, if the facility grants access. This can be requested at any time and we will make any changes, as requested by the facility.</p> <p>14) If the facility wants to purchase additional equipment from KSL, they will be given a ten (10) percent discount on all items purchased during the PM program from KSL.</p> <p>15) This PM program includes five (5) emergency PM visits that can occur at any time during the course of the PM program. For example, the facility could use one (1) visit during the first year, no visits in the second year, and three visits in the third year. Additional "banks" of emergency field service visits can be purchased at any time from the facility.</p> <p>16) An "emergency" PM visit is described as any site visit that must occur in less than a three (3) week scheduling time. The emergency PM visit will be scheduled based upon the needs of the facility. This will include up to a same day site visit for crisis intervention with the ILC LightLEEDer Control System. Most crisis situations (99.9 percent) can be resolved over the phone and/or through remote access to the system. However, we are available at any time for an emergency PM visit.</p> <p>17) If the facility has a flexible time schedule and does NOT need an immediate site visit, let's say a week or two weeks before the next visit, then the site visit MAY become a regular scheduled visit, assuming airfares are not high. This will limit the number of emergency PM visits and allow the site to use its regular PM visits.</p>	



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Ship To
United Wireless Arena Brett Hoffman 4100 Comanche Dodge City, KS 67801

TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	MAK	NEED CERT	Alternate RFP-5 Year PM ...

DESCRIPTION	QTY
<p>18) The PM program moves the site to the front of the KSL scheduling when it needs an emergency visit. Your site receives priority scheduling.</p> <p>19) The PM program is able to be extended into the future for continued support of the ILC LightLEEDer Control System. The extension of the program can be done on an annual and/or a multiple year basis and the program will be priced accordingly</p> <p>20) The PM program does NOT include any electrical work. All electrical work is outside of the PM program and can be provided separately by the preferred electrical contractor.</p> <p>21) The PM program includes the ILC LightLEEDer components, programming, and software in this estimate.</p> <p>NOTE: The design of the PM program is flexible and we are willing to work with the site to adjust the PM program to its technical support needs. If changes are desired, please let us know and we can adjust terms and price accordingly. Thank you!</p>	
<p>This estimate would add five (5) years of additional on-site support, as described above for the ILC LightLEEDer Microlite Retrofit at United Wireless Arena. This support would include regularly scheduled visits and emergency site visits (as needed) to the site for the items described above.</p> <p>Please note that all equipment in the "Event Center Lighting RFP" is warranted for a period of six (6) years from the delivery of the equipment to the site. This is included in the original estimate at no additional cost.</p> <p>Please note that phone, e-mail, Zoom Meeting, and Remote Access Support of the system in the "Event Center Lighting RFP" is for the life at no additional cost.</p> <p>Please note that the "Event Center Lighting RFP" includes one (1) year of on-site support, as requested, by the site.</p>	



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TERMS	REP	QUOTED BY	TAX STATUS	PROJECT
40/40/20	EDG	MAK	NEED CERT	Alternate RFP-5 Year PM ...

DESCRIPTION	QTY
<p>Payment Terms:</p> <p>To accept this proposal, please provide a PO# and 40% deposit. The PO, signed terms and conditions, and deposit are required prior to ordering of the equipment.</p> <p>An additional 40% is due with delivery of equipment to the site.</p> <p>The final 20% is due within 30 days of panel completion.</p> <p>We can work out different payment terms, such as a monthly payment for three (3) months in equal amount of 1/3 of the total amount for each month. Please contact our office for details.</p> <p>Currently, no sales tax has been applied to this estimate. Please advise if sales tax needs to be charged.</p> <p>Thank you for the opportunity to provide this estimate for the possible Five (5) Year Preventative Maintenance Program for extending on-site support of the ILC LightLEEDer Microlite Retrofit at United Wireless Arena. If there are any questions and/or to place an order, please contact our office.</p> <p>Have a wonderful day.</p> <p>Sincerely,</p> <p>Mark A. Knight Knight Sound & Lighting Inc. Total sales tax calculated by AvaTax Select this as a transaction's tax to use AvaTax</p>	
40% Due w/Order 40% Due w/Equipment 20% Due upon Completion	<p>TOTAL \$25,000.00</p>

All proposals are good for 60 days. A signed proposal and attached terms and conditions constitute a binding agreement.

SIGNATURE _____



Memorandum

To: City Commission

From: City Manager, Nick Hernandez & Assistant City Manager/Public Affairs, Melissa McCoy

Date: March 29, 2022

Subject: Dodge City Public Library Roof

Agenda Item: New Business

Recommendation: Accept bid from Diamond Roofing for the roof at Dodge City Public Library for \$389,000. They were the only bidder. If this is approved, they can do the job this Summer.

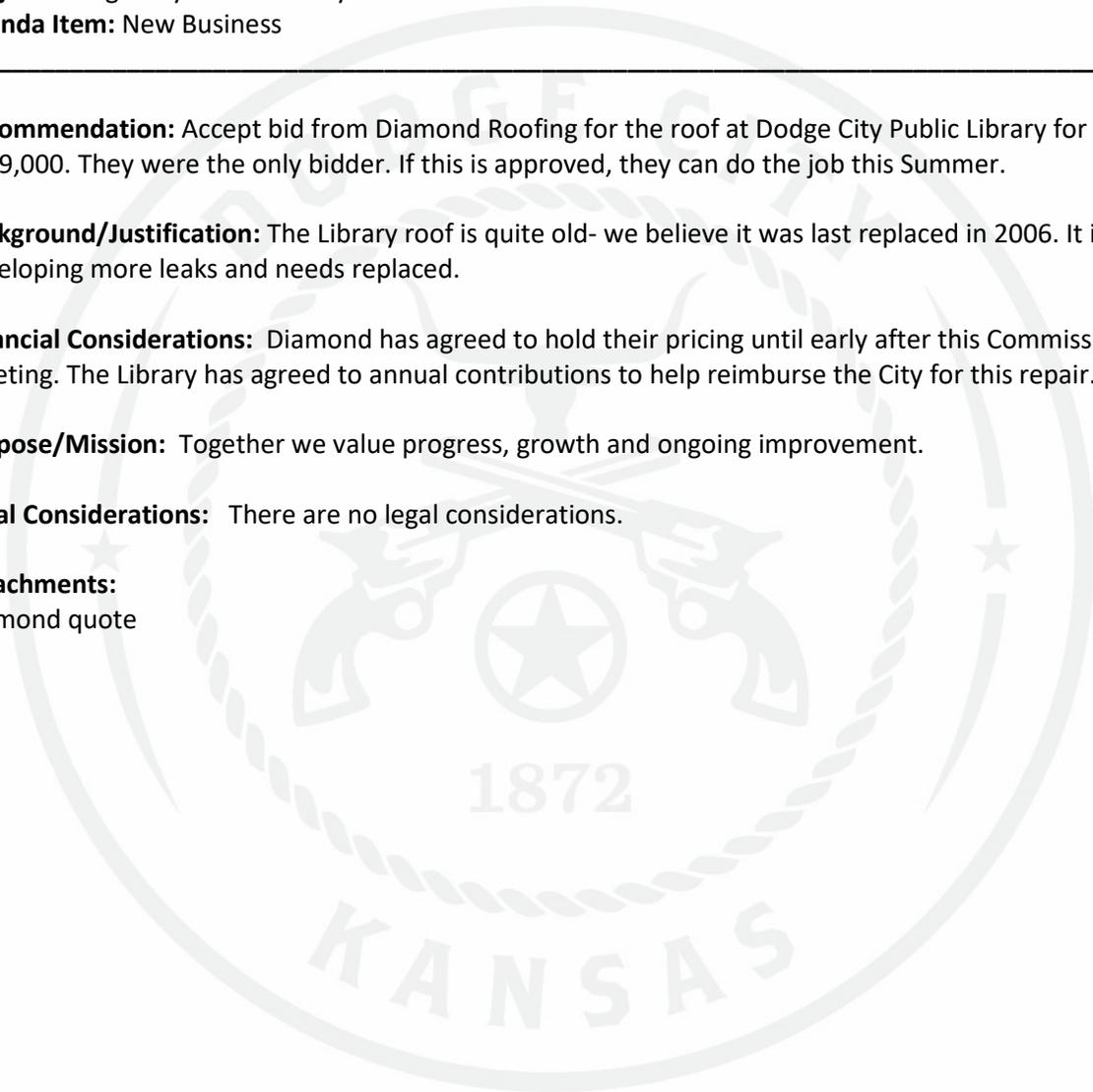
Background/Justification: The Library roof is quite old- we believe it was last replaced in 2006. It is developing more leaks and needs replaced.

Financial Considerations: Diamond has agreed to hold their pricing until early after this Commission Meeting. The Library has agreed to annual contributions to help reimburse the City for this repair.

Purpose/Mission: Together we value progress, growth and ongoing improvement.

Legal Considerations: There are no legal considerations.

Attachments:
Diamond quote





Project Proposal

To: City Clerk
City of Dodge City
Dodge City Kansas

Re: DCPL Roof

The undersigned (hereinafter referred to as Bidder), having carefully examined the general provisions, specifications, drawings and all other bid documents, as well as having checked the site and all conditions affecting the work, agrees to furnish all labor, materials and equipment required to complete in a thorough, first class and satisfactory manner, all work indicated on the Drawings and/or called for in the Specifications, including mechanical and electrical work, for the sum of:

Table with 2 columns: Bid, Amount. Rows include DCPL Roof Bid (\$389,000.00), When can work begin? (Summer 2022), How long until work will be completed? - Duration (60 Days), and Additional Costs such as metal decking etc (\$20.00 per square foot for Deck Replacement).

Addenda numbered 0 are included in this proposal.

Respectfully submitted this 25th day of January, 2022

Firm: Diamond Roofing

By: Kevin Gwaltney

Signature: Ki Gwaltney

Address: 100 E. McArthur

Email: kevin@diamond-roofing.com

Phone: (620)225-2622

Bidders Check List box containing a checklist with three items: Completed and signed the Project Proposal form, Included a Bid Bond or Cashier's Check & proof of insurance & Performance Bond, and Acknowledged any addenda.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: April 4, 2022
Subject: Approval of bid for Iron Road Improvements
Agenda Item: New Business

Recommendation: Approve the bid from Building Solutions, LLC, for the construction of the Iron Road Improvement project from 14th Avenue to 6th Avenue in the amount of \$1,828,879.25. The low bid is above the engineer's estimate of \$1,672,742.90 by 9.3% but the cost is reasonable and within the budget.

Background: Due to the continued residential growth in the area, a connection of Iron Road between 14th Ave. and 6th Ave. was planned and designed. This connection will provide better access to residents and emergency services to current and future residential developments in the area. This Iron Road project will complete a connection between 14th Ave. and Avenue A and provide a collector road for future residential developments in the area. This project should relieve traffic on some of the local residential streets as a secondary benefit.

Justification: As the City continues to grow to the north, arterials and collectors need to be added to the street system to provide access for residents and emergency services. This road improvement will provide direct access to upwards of 230 new residential lots.

Financial Considerations: The construction of these improvements to Iron Rd. will cost \$1,828,879.25. Funding of this project will be through Special Assessments via the RHID Program.

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

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

Attachments: Bid Tab

CITY OF DODGE CITY, KANSAS
BID TABULATION

PROJECT: Iron Road Improvements (14th Ave. - Iron Flats Subdivision)

PROJECT #: ST 2108

BID DATE: 03/15/22

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SANITARY SEWER QUANTITIES					
1	Mobilization	L.S.	1	\$7,500.00	\$ 7,500.00
2	Construction Staking	L.S.	1	\$3,500.00	\$ 3,500.00
3	Clearing & Grubbing	L.S.	1	\$3,000.00	\$ 3,000.00
4	Existing Manhole Rim Adjustment	Each	7	\$1,000.00	\$ 7,000.00
5	Doghouse Manhole (4'-0")	Each	2	\$4,500.00	\$ 9,000.00
6	Extra Depth Manhole	V.F.	15	\$200.00	\$ 3,000.00
7	Sanitary Sewer Pipe (8" SDR 26)	L.F.	340	\$65.00	\$ 22,100.00
8	8" Cap & Plug	Each	3	\$500.00	\$ 1,500.00
9	Connect to Existing Manhole	Each	1	\$2,500.00	\$ 2,500.00
10	Quality Control/Quality Assurance	L.S.	1	\$2,500.00	\$ 2,500.00
WATERLINE QUANTITIES					
1	Mobilization	L.S.	1	\$7,500.00	\$ 7,500.00
2	Construction Staking	L.S.	1	\$2,500.00	\$ 2,500.00
3	Clearing & Grubbing	L.S.	1	\$1,000.00	\$ 1,000.00
4	Water Main (8" C900)	L.F.	120	\$65.00	\$ 7,800.00
5	Water Main (12" C900)	L.F.	95	\$65.00	\$ 6,175.00
6	Valves & Fittings				
	12"x8"x12" Tee	Each	1	\$1,500.00	\$ 1,500.00
	8" Water Valve Assembly	Each	1	\$2,200.00	\$ 2,200.00
	8" Cap & Plug	Each	1	\$500.00	\$ 500.00
	12" MJ Tapping Sleeve	Each	1	\$1,250.00	\$ 1,250.00
	12" 45" MJ Bend	Each	4	\$900.00	\$ 3,600.00
	12" Water Valve Assembly	Each	2	\$4,000.00	\$ 8,000.00
	12" Cap & Plug	Each	1	\$750.00	\$ 750.00
7	Connect to Existing Water Main (12")	Each	2	\$2,400.00	\$ 4,800.00
8	Fire Hydrant Adjustment	Each	4	\$1,500.00	\$ 6,000.00
9	Fire Hydrant Relocation	Each	1	\$2,000.00	\$ 2,000.00
10	Quality Control/Quality Assurance	L.S.	1	\$2,500.00	\$ 2,500.00
STREETS QUANTITIES					
1	Mobilization	L.S.	1	\$60,000.00	\$ 60,000.00
2	Construction Staking	L.S.	1	\$12,000.00	\$ 12,000.00
3	Clearing & Grubbing	L.S.	1	\$7,500.00	\$ 7,500.00
4	Excavation (Unclassified)	C.Y.	12259	\$2.60	\$ 31,873.40
5	Embankment (95%) (VRF = 1.15)	C.Y.	12259	\$5.00	\$ 61,295.00
6	Contractor Furnished Fill (95%) (VRF = 1.15)	C.Y.	106	\$40.00	\$ 4,240.00
7	Concrete Pavement (8")(AE)(NRDJ)	S.Y.	9039	\$54.00	\$ 488,106.00
8	Fly Ash Treated Base (6")	S.Y.	12666	\$8.50	\$ 107,661.00
9	Gravel Driveway Pavement	S.Y.	265	\$30.00	\$ 7,950.00
10	30" Standard Curb & Gutter	L.F.	5053	\$23.50	\$ 118,745.50
11	30" Reverse Curb & Gutter	L.F.	2153	\$23.50	\$ 50,595.50
12	Concrete Valley Gutter (3')	S.Y.	46	\$75.00	\$ 3,450.00
13	Concrete Valley Gutter (10')	S.Y.	186	\$75.00	\$ 13,950.00
14	Type I Ramp (5')	Each	3	\$1,500.00	\$ 4,500.00
15	Type I Ramp (10')	Each	5	\$2,500.00	\$ 12,500.00
16	Type III Ramp	Each	1	\$3,000.00	\$ 3,000.00
17	Herringbone Stamped Colored Concrete (8")	S.Y.	101	\$110.00	\$ 11,110.00
18	Brick Pavers	S.Y.	848	\$90.00	\$ 76,320.00
19	Concrete Sidewalk (4")	S.Y.	2959	\$40.00	\$ 118,360.00
20	Stock Gate (10')	Each	2	\$400.00	\$ 800.00
21	Type III Barricade	Each	4	\$400.00	\$ 1,600.00
22	Permanent Street Signage	L.S.	1	\$20,000.00	\$ 20,000.00
23	Traffic Control	L.S.	1	\$7,500.00	\$ 7,500.00
24	Pavement Markings (4" Yellow Epoxy)	L.F.	2963	\$2.00	\$ 5,926.00
25	Pavement Markings (8" Yellow Epoxy)	L.F.	57	\$3.50	\$ 199.50
26	Pavement Markings (6" White Epoxy)	L.F.	200	\$2.50	\$ 500.00
27	Pavement Markings (24" White Epoxy)	L.F.	36	\$75.00	\$ 2,700.00
28	Pavement Markings (Left Turn Arrow)	Each	4	\$350.00	\$ 1,400.00
29	Curb Inlet (Type 22) (6'x4')	Each	6	\$4,000.00	\$ 24,000.00
30	Curb Inlet (Type 22) (8'x4')	Each	1	\$4,500.00	\$ 4,500.00
31	Curb Inlet (Type 22) (11'x4')	Each	5	\$5,500.00	\$ 27,500.00
32	Storm Manhole (60")	Each	1	\$5,500.00	\$ 5,500.00
33	Storm Manhole (72")	Each	1	\$6,500.00	\$ 6,500.00
34	Junction Box (5'x5')	Each	2	\$4,500.00	\$ 9,000.00
35	Junction Box (6'x5')	Each	1	\$5,000.00	\$ 5,000.00
36	Flared End Section (HDPE)(18")	Each	1	\$850.00	\$ 850.00
37	Flared End Section (RCP)(30")	Each	2	\$1,500.00	\$ 3,000.00
38	Old Castle Headwall with Dissipators (18")	Each	2	\$3,500.00	\$ 7,000.00
39	Old Castle Headwall with Dissipators (42")	Each	1	\$7,000.00	\$ 7,000.00
40	Old Castle Headwall with Dissipators (45"x29")	Each	1	\$9,000.00	\$ 9,000.00
41	3/4" Plywood board as Temporary Cap (54"x54")	Each	2	\$75.00	\$ 150.00
42	Storm Sewer Pipe (18" RCP)	L.F.	281	\$50.00	\$ 14,050.00
43	Storm Sewer Pipe (24" RCP)	L.F.	51	\$65.00	\$ 3,315.00
44	Storm Sewer Pipe (42" RCP)	L.F.	73	\$90.00	\$ 6,570.00
45	Storm Sewer Pipe (45"x29" RCPE)	L.F.	78	\$190.00	\$ 14,820.00
46	Storm Sewer Pipe (18" HDPE)	L.F.	56	\$40.00	\$ 2,240.00
47	Storm Sewer Pipe (24" HDPE)	L.F.	29	\$55.00	\$ 1,595.00
48	Storm Sewer Pipe (30" HDPE)	L.F.	58	\$70.00	\$ 4,060.00
49	Storm Sewer Pipe (36" HDPE)	L.F.	658	\$85.00	\$ 55,930.00
50	Storm Sewer Pipe (42" HDPE)	L.F.	87	\$100.00	\$ 8,700.00
51	Silt Fence	L.F.	3268	\$4.00	\$ 13,072.00
52	Wattle	L.F.	5200	\$3.50	\$ 18,200.00
53	Inlet Protection	Each	14	\$300.00	\$ 4,200.00
54	Construction Entrance	Each	2	\$2,000.00	\$ 4,000.00
55	Ditch Check	Each	4	\$400.00	\$ 1,600.00
56	Flexamat	S.F.	832	\$12.00	\$ 9,984.00
57	Permanent Seeding	Acre	6.9	\$5,500.00	\$ 37,950.00
58	Quality Control/Quality Assurance	L.S.	1	\$10,000.00	\$ 10,000.00

SEWER TOTAL \$ 61,600.00
WATER TOTAL \$ 58,075.00
STREET TOTAL \$ 1,553,067.90
GRAND TOTAL \$ 1,672,742.90

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

LOW BIDDER

UNIT PRICE	CONTRACT AMOUNT
\$21,200.00	\$ 21,200.00
\$2,350.00	\$ 2,350.00
\$1,000.00	\$ 1,000.00
\$1,400.00	\$ 9,800.00
\$6,000.00	\$ 12,000.00
\$600.00	\$ 9,000.00
\$75.00	\$ 25,500.00
\$500.00	\$ 1,500.00
\$2,000.00	\$ 2,000.00
\$4,000.00	\$ 4,000.00
\$26,000.00	\$ 26,000.00
\$2,350.00	\$ 2,350.00
\$1,000.00	\$ 1,000.00
\$60.00	\$ 7,200.00
\$80.00	\$ 7,600.00
\$1,650.00	\$ 1,650.00
\$2,800.00	\$ 2,800.00
\$750.00	\$ 750.00
\$6,700.00	\$ 6,700.00
\$1,125.00	\$ 4,500.00
\$4,750.00	\$ 9,500.00
\$750.00	\$ 750.00
\$3,100.00	\$ 6,200.00
\$4,000.00	\$ 16,000.00
\$4,000.00	\$ 4,000.00
\$4,500.00	\$ 4,500.00
\$81,750.00	\$ 81,750.00
\$17,000.00	\$ 17,000.00
\$12,200.00	\$ 12,200.00
\$4.50	\$ 55,165.50
\$6.00	\$ 73,554.00
\$12.00	\$ 1,272.00
\$54.25	\$ 490,365.75
\$5.00	\$ 63,330.00
\$7.00	\$ 1,855.00
\$23.50	\$ 118,745.50
\$23.50	\$ 50,595.50
\$91.25	\$ 4,197.50
\$74.50	\$ 13,857.00
\$1,025.00	\$ 3,075.00
\$1,525.00	\$ 7,625.00
\$2,250.00	\$ 2,250.00
\$146.50	\$ 14,796.50
\$136.25	\$ 115,540.00
\$39.00	\$ 115,401.00
\$1,000.00	\$ 2,000.00
\$1,650.00	\$ 6,600.00
\$60,400.00	\$ 60,400.00
\$9,500.00	\$ 9,500.00
\$2.50	\$ 7,407.50
\$5.00	\$ 285.00
\$3.50	\$ 700.00
\$30.00	\$ 1,080.00
\$325.00	\$ 1,300.00
\$4,000.00	\$ 24,000.00
\$4,180.00	\$ 4,180.00
\$5,220.00	\$ 26,100.00
\$3,150.00	\$ 3,150.00
\$4,300.00	\$ 4,300.00
\$4,750.00	\$ 9,500.00
\$4,910.00	\$ 4,910.00
\$630.00	\$ 630.00
\$1,050.00	\$ 2,100.00
\$3,375.00	\$ 6,750.00
\$6,310.00	\$ 6,310.00
\$6,310.00	\$ 6,310.00
\$400.00	\$ 800.00
\$52.00	\$ 14,612.00
\$63.00	\$ 3,213.00
\$158.00	\$ 11,534.00
\$162.50	\$ 12,675.00
\$40.75	\$ 2,282.00
\$54.50	\$ 1,580.50
\$69.00	\$ 4,002.00
\$87.00	\$ 57,246.00
\$104.00	\$ 9,048.00
\$3.25	\$ 10,621.00
\$3.25	\$ 16,900.00
\$300.00	\$ 4,200.00
\$2,000.00	\$ 4,000.00
\$600.00	\$ 2,400.00
\$14.00	\$ 11,648.00
\$4,700.00	\$ 32,430.00
\$9,750.00	\$ 9,750.00

SEWER TOTAL \$ 88,350.00
WATER TOTAL \$ 101,500.00
STREET TOTAL \$ 1,639,029.25
GRAND TOTAL \$ 1,828,879.25
BID SECURITY 5%
START DATE 6/6/2022

CONTRACTOR:
Tatro Plumbing Company
ADDRESS:
1285 Acraway, Ste 300
CITY: Garden City
STATE: Kansas
ZIP: 67846

UNIT PRICE	CONTRACT AMOUNT
\$9,966.50	\$ 9,966.50
\$2,165.05	\$ 2,165.05
\$1,908.27	\$ 1,908.27
\$1,942.50	\$ 13,597.50
\$7,989.00	\$ 15,978.00
\$216.51	\$ 3,247.65
\$88.62	\$ 30,130.80
\$674.69	\$ 2,024.07
\$2,995.83	\$ 2,995.83
\$4,380.45	\$ 4,380.45
\$7,552.50	\$ 7,552.50
\$1,963.65	\$ 1,963.65
\$2,008.97	\$ 2,008.97
\$62.94	\$ 7,552.80
\$90.13	\$ 8,562.35
\$1,158.05	\$ 1,158.05
\$1,892.15	\$ 1,892.15
\$755.25	\$ 755.25
\$5,364.29	\$ 5,364.29
\$1,245.66	\$ 4,982.64
\$2,363.43	\$ 4,726.86
\$1,057.35	\$ 1,057.35
\$2,455.07	\$ 4,910.14
\$1,787.43	\$ 7,149.72
\$3,289.87	\$ 3,289.87
\$4,868.85	\$ 4,868.85
\$75,525.00	\$ 75,525.00
\$8,005.65	\$ 8,005.65
\$14,349.75	\$ 14,349.75
\$2.77	\$ 33,957.43
\$5.29	\$ 64,850.11
\$19.89	\$ 2,108.34
\$77.10	\$ 696,906.90
\$7.30	\$ 92,461.80
\$12.08	\$ 3,201.20
\$26.82	\$ 135,521.46
\$26.82	\$ 57,743.46
\$135.66	\$ 6,240.36
\$113.57	\$ 21,124.02
\$1,190.95	\$ 3,572.85
\$1,786.22	\$ 8,931.10
\$1,191.28	\$ 1,191.28
\$187.56	\$ 18,943.56
\$112.59	\$ 95,476.32
\$58.94	\$ 174,403.46
\$3,977.65	\$ 7,955.30
\$1,510.50	\$ 6,042.00
\$12,587.50	\$ 12,587.50
\$4,552.50	\$ 4,552.50
\$1.26	\$ 3,733.38
\$6.04	\$ 344.28
\$5.04	\$ 1,008.00
\$60.42	\$ 2,175.12
\$453.15	\$ 1,812.60
\$5,889.94	\$ 35,339.64
\$7,007.71	\$ 7,007.71
\$8,516.20	\$ 42,581.00
\$5,013.85	\$ 5,013.85
\$5,682.50	\$ 5,682.50
\$5,530.44	\$ 11,060.88
\$6,530.40	\$ 6,530.40
\$230.60	\$ 230.60
\$683.75	\$ 1,367.50
\$3,418.77	\$ 6,837.54
\$7,878.77	\$ 7,878.77
\$7,703.55	\$ 7,703.55
\$280.95	\$ 561.90
\$47.83	\$ 13,440.23
\$57.65	\$ 2,940.15
\$127.89	\$ 9,335.97



Memorandum

To: City Manager,
City Commissioners
From: Corey Keller Public Works Director
Date: March 31, 2022
Subject: Approval of Bids to purchase Snow Removal Carrier Vehicle and Broom Attachment
Agenda Item: New Business

Recommendation: It is staff recommendation to approve the bid from M-B Companies, Inc. of Chilton Wisconsin in the amount of \$570,216.00 pending procurement of an FAA AIP grant to purchase the vehicle.

Background: On March 16, 2022, the city received two bids to purchase snow removal carrier vehicle and broom attachment. The bids received where:

M-B Companies Inc.	Carrier Vehicle and 14' Broom Attachment	Base Bid \$531,702.00
	16' Snowplow	Bid Alternate \$ 38,514.00
		Total \$570,216.00

SRM Kodiak	Carrier Vehicle and 14' Broom Attachment	Base Bid \$547,000.00
	16' Snowplow	Bid Alternate \$ 41,000.00
		Total \$588,000.00

Burns and McDonnell's Engineers Estimate was, **\$745,000.00**

Justification: The bid from M-B Companies is low bidder and does meet specifications.

Financial Considerations: This purchase will be subject to the procurement of an 95/5 FAA Airport Improvement Project (AIP) grant. The City's responsibility for the grant for this purchase would be \$28,511.00 which is budgeted for 2022. FAA would be responsible for \$541,705.00

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

Legal Considerations: None, Once the FAA grant is procured staff will bring that back to Commission for approval.

Attachments: Bid Tabulations, Engineers Recommendation

TABULATION OF BIDS
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KANSAS
ACQUIRE SNOW REMOVAL EQUIPMENT (CARRIER VEHICLE AND BROOM ATTACHMENT)
AIP PROJECT NO: 3-20-0017-036
Burns & McDonnell No. 142141
March 16, 2022

ITEM NO.	FAA ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Engineer's Estimate		MB Companies, Inc.		SRM Kodiak		
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
BASE BID											
1		CARRIER VEHICLE	LS	1	\$410,000.00	\$410,000.00	\$425,362.00	\$425,362.00	\$466,000.00	\$466,000.00	
2		14' BROOM WITH AIRBLAST	LS	1	\$250,000.00	\$250,000.00	\$106,340.00	\$106,340.00	\$81,000.00	\$81,000.00	
TOTAL COST BASE BID						\$660,000.00	Bid Read Tabulated	\$531,702.00 \$531,702.00	Bid Read Tabulated	\$547,000.00 \$547,000.00	
Engineer's Estimate MB Companies, Inc. SRM Kodiak											
ITEM NO.	FAA ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
BID ALTERNATE #1											
BA-1		16' SNOW PLOW	LS	1	\$85,000.00	\$85,000.00	\$38,514.00	\$38,514.00	\$41,000.00	\$41,000.00	
TOTAL COST BID ALTERNATE #1						\$85,000.00	Bid Read Tabulated	\$38,514.00 \$38,514.00	Bid Read Tabulated	\$41,000.00 \$41,000.00	
TOTAL COST BASE BID + BID ALTERNATE #1							\$745,000.00	Bid Read Tabulated	\$570,216.00 \$570,216.00	Bid Read Tabulated	\$588,000.00 \$588,000.00



March 27, 2022

Mr. Corey Keller
Director of Public Works
City of Dodge City
806 N 2nd Ave
Dodge City, Kansas 67801

Re: Engineer’s Recommendation for the Acquire Snow Removal Equipment (Carrier Vehicle and Broom Attachment) at Dodge City Regional Airport
AIP No. 3-20-0017-036
BMcD No. 142141

Mr. Keller:

Burns & McDonnell has tabulated and confirmed the bids received for the aforementioned project dated March 16, 2022. The tabulation summary of bids is provided in Table A. A detailed tabulation of bid is enclosed for your review.

TABLE A

ENGINEER’S EVALUATION OF SNOW REMOVAL EQUIPMENT BIDS			
Type of Bid	Burns & McDonnell (Engineer’s Estimate)	MB Companies, Inc.	SRM Kodiak
Base Bid	\$660,000.00	\$531,702.00	\$547,000.00
Bid Alternate #1	\$85,000.00	\$38,514.00	\$41,000.00

Both the MB Companies, Inc. and SRM Kodiak bids are lower than the Burns & McDonnell estimate. The Burns & McDonnell estimate was completed utilizing conceptual pricing from four (4) separate manufacturers of snow removal specific or another compatible carrier vehicle in January and February of 2022. These prices ranged from \$620,000 to \$660,000 in combined prices for all components of the base bid (carrier vehicle and broom attachment). Price also varied between a specific use vehicle for the broom. Because the conceptual price range was small, Burns & McDonnell utilized the maximum conceptual value to account for any unforeseen circumstances in regard to cost or supply.

Of the four manufacturers contacted for conceptual pricing, one manufacturer noted their broom specific vehicle is under a redesign. Ultimately, this and the fourth manufacturer did not submit a bid.

Burns & McDonnell’s estimate on the Bid Alternate #1 was based on recently acquired equipment prices for similarly sized airports. Due to the price difference, historical bids were inaccurate, or the product specifications varied. There is no alternative market data that can be used as a basis for an estimate for this specific type of airport equipment acquisition. Therefore, manufacturers are the main source of information for price estimates.



Mr. Corey Keller
March 27, 2022
Page 2

The Bidder provided documentation for the items noted below. A copy of each item is attached herein.

1. Contractor’s Statement of Qualifications
2. Manufacturing details
3. Signed Acknowledgement of Addendum No. 1
4. Signed Proposal Form
5. Signed Buy American Certification
6. Signed DBE Utilization Statement and Letter of Intent with Good Faith Effort documents
7. Bid Bond or Certified Check (5% of total bid)

There were no mathematical errors on the submitted proposal forms. Based on the bid tabulation, the apparent low bidder for the snow removal equipment is MB Companies, Inc.

The Disadvantaged Business Enterprise (DBE), goal for the equipment acquisition is 0.0%. MB Companies’ proposed value of DBE participation is 0.0% of the Base Bid and Bid Alternate #1. The amount proposed meets the target goal.

Based on the results of the tabulation of bids and review of the bid documentation Burns & McDonnell recommends the following awards in Table B subject to available funding.

TABLE B

SUMMARY OF ENGINEER’S VEHICLE RECOMMENDATION		
Award Combinations	Bid Type Award	MB Companies, Inc.
Primary	Base Bid Carrier Vehicle and 14’ Broom with Airblast	\$531,702.00
Alternative	Bid Alternate #1 16’ Snow Plow	\$38,514.00

I trust this information is sufficient for your purposes. If there are any additional questions or comments regarding this information, please contact me at 816-652-2748.

Sincerely,

Matthew Fischer, P.E.
Project Manager

cc: Dan Wilson (FAA Central Region), Kelli Enlow (City of Dodge City), Tom Dowse (Burns & McDonnell), Jason Fuehne (Burns & McDonnell), TJ Schieber (Burns & McDonnell)
Enclosures: Bid Tabulation, MB Companies, Inc. Bid Documents

PROPOSAL FORM
AIP No. 3-20-0017-036

TO: City of Dodge City, Kansas

The undersigned, in compliance with the request for bids for acquiring the following equipment:

Acquire Snow Removal Equipment (Carrier Vehicle and Broom Attachment) at Dodge City Regional Airport, Dodge City, Kansas

- Base Bid: Carrier Vehicle
- Base Bid: 14' Broom with Airblast
- Bid Alternate: 16' Snow Plow

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for the Project in accordance with the Project Manual and issued Addenda within the specified time of performance for the following prices:

BASE BID

Item No.	Spec. No.	Description	Quantity	Unit	Unit Price	Extension
1	-	Carrier Vehicle	1	EA	\$425,362 00	\$425,362 00
2	-	14' Broom with Airblast	1	EA	\$106,340 00	\$106,340 00

TOTAL BASE BID (Numeral Format) \$ 531,702 . 00

TOTAL BASE BID (Written Format): Five Hundred Thirty One Thousand, Seven Hundred
Two Dollars and Zero Cents

BID ALTERNATE #1

Item No.	Spec. No.	Description	Quantity	Unit	Unit Price	Extension
BA-1	-	16' Snow Plow	1	EA	\$38,514 00	\$38,514 00

TOTAL BID ALTERNATE #1 (Numeral Format) \$38,514 . 00

TOTAL BID ALTERNATE #1 (Written Format): Thirty Eight Thousand, Five Hundred Fourteen
Dollars and Zero Cents

TOTAL BASE BID PLUS BID ALTERNATE #1 (Numeral Format) \$ 570,216 . 00

TOTAL BASE BID PLUS BID ALTERNATE #1 (Written Format): Five Hundred Seventy Thousand, Two
Hundred Sixteen Dollars and Zero Cents.

ACKNOWLEDGEMENTS BY BIDDER

- a. The Bidder acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The Bidder further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful Bidder.
- b. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or **Bid Bond in the amount of 5% of the bid price**. The Bidder acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- c. The BIDDER acknowledges and accepts the Owner's right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- d. The Bidder acknowledges and accepts the Owner's right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **one-hundred twenty (120) calendar days** from the stated date for receipt of bids.
- e. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within **thirty (30) calendar days** of the notice-of-award and furthermore and provide executed bond(s) within **fifteen (15) calendar days** from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- f. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within **ten (10) calendar days** of the date specified in the written "Notice-to-Proceed" as issued by the Owner. The undersigned further agrees to complete the Project within **500 calendar days** from the commencement date specified in the Notice-to-Proceed or Purchase Order.
- g. The undersigned acknowledges and accepts that for each and every calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$500 per calendar day** as a liquidated damage to the Owner.
- h. The Bidder acknowledges that the Owner has established a contract Disadvantaged Business Enterprise goal of **0.0 percent** for this project. The Bidder acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the Owner's established goal. The Bidder, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".
- i. The undersigned acknowledges receipt of the following addenda:

Addendum Number <u> 1 </u> dated <u> 3/10/2022 </u>	Received <u> Day Blade </u>
Addendum Number <u> </u> dated <u> </u>	Received <u> </u>
Addendum Number <u> </u> dated <u> </u>	Received <u> </u>

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the Bidder represents the following:

- a. The Bidder has read and thoroughly examined the bid documents including all authorized addenda.
- b. The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

- c. The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- d. The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- e. The Bidder has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of Owner's has direct or indirect financial interest in this proposal.

- b. **Certification of Non-Segregated Facilities:** (41 CFR Part 60-1.8)

The Bidder, as a potential federally-assisted construction Contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification:** (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

- 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** (49 CFR Part 180 (Subpart C), 2 CFR 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility.

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

- e. **Buy American Certification:** (49 U.S.C. 50101)

As a condition of bid responsiveness, the bidder must show how it intends to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the attached Buy American Certification. If the bidder requests a permissible waiver to the Buy American requirements, the Bidder identified as with the successful bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of Bid Bond _____;
2. Completed "Buy American Certification"
3. Completed DBE forms "Utilization Statement" and "Letter of Intent".
4. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
5. Evidence of Bidder's qualifications per the requirements of the Instructions-to-Bidders.

**SIGNATURE OF BIDDER
IF AN INDIVIDUAL:**

Name: _____
By: _____
(Signature of Individual)

Doing Business as: _____
Business Address: _____
Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____
By: _____
(Authorized Signature)

(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____
Business Address: _____
Telephone Number: _____

IF A CORPORATION:

Corporation Name: M B Companies, Inc.
By: Doug Blada
(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: Doug Blada, CEO MB Airport
Business Address: 201 MB Lane
Chilton, WI 53014
Telephone Number: 920-898-1005

ATTEST:

By: Steph D Mueller
(Authorized Signature)

Name and Title: Stephen D. Mueller, Manager Inside Sales MB Airport

IF A JOINT VENTURE: (Attach copy of Joint Venture Agreement)

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Buy American Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Acquire Snow Removal Equipment (Carrier Vehicle and Broom Attachment)
AIRPORT NAME:	Dodge City Regional Airport
AIP NUMBER:	3-20-0017-036

This solicitation and any resulting contract are subject to the Buy American requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that –
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - (A) The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - (B) Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- d) Only installing steel and manufactured products produced in the United States, or;
 - e) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - f) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 5. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 6. To faithfully comply with providing US domestic product
- 7. To furnish US domestic product for any waiver request that the FAA rejects

8. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 5. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 6. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 7. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 8. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

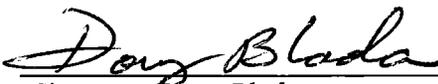
- d) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- e) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- f) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- c) Detailed cost information for total project using US domestic product
- d) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/11/2022
Date


Signature Doug Blada

M-B Companies, Inc.
Company Name

CEO MB Airport
Title

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls
2. The Bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (Section 50101(b)(3)(B)). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier Contractors and subcontractors. All Contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The Bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

COMPONENT COST CALCULATION TABLE

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The Bidder/Contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major components of the equipment.
- Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.

Equipment Type: Airport Snow Removal Equipment

Component/ Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/ Subcomponents	Cost of USA Manufactured Components/ Subcomponents
	(See Attached)			

Sum of US Manufactured Component/Subcomponent Costs: (See Attached)

Sum of all Equipment Components and Subcomponents: (See Attached)

Percentage of Equipment Components Manufactured in the United States: (See Attached)

Place of Final Assembly: Chilton, WI

Certification Signature

I hereby certify the above information is accurate and complete.

M-B Companies, Inc. 3/11/2022

Bidder's Firm Name Date

Doug Blada
Signature Doug Blada

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

For Equipment and Vehicles (ARFF and SRE) Procured under the Airport Improvement Program (Carrier Vehicle and Broom Attachment)

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101 (b)(1), Section 50101 (b)(2), Section 50101(b)(3) or Section 50101(b)(4). The Owner's approval of the bidders request is contingent upon Federal Aviation Administration (FAA) approval with the waiver request. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(1): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(1). Applying subsection 50101 (a) *Preference*, would be inconsistent with the public interest. (See approval level below).
- Section 50101(b)(2): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(2). The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality. (See approval level below).
- Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3). The bidder further certifies 92.9 % of the cost of components and subcomponents comprising the facility are produced in the United States and that final assembly occurs with the United States. (*Bidder must attach a copy of the component cost calculation table*).
- Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%.

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

M-B Companies, Inc.

Bidder's Firm Name

3/14/2022

Date



Signature: Steve Mueller

Approval level for Waivers:

Please note that approval of waivers listed under (b)(1) & (2), can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices.

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean AIP-funded vehicle or single piece of equipment.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request. The component breakout shall be along major elements/systems of the equipment.
3. Components are the material and products directly incorporated into the "vehicle" at the place of final assembly.
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the USA. FAA will not approve a waiver for products made with non-domestic steel.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide sufficient documentation that indicates origin of manufacturer and percentage of domestic manufactured product.
7. The bidder is hereby advised there is no implied or expressed guarantee that the Federal Aviation Administration (FAA) will approve any requested waiver. The FAA CANNOT concur with any waiver request for less than 60% US component participation.

Instructions for Section 50101(b)(4) Waiver:

1. This waiver is rarely applied. Consult Owner before making this request.
2. Prepare detailed proposal costs using domestic product(s) and the overall project cost. Prepare detailed alternate proposal costs of the non-domestic product(s) and the overall project cost. If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), the bidder may request a waiver under 50101(b)(4).
3. Bidder must attach adequate documentation that supports the use of domestic products results in an increase in the overall project costs that exceeds 25%. The bidder must certify under signature and date that the submittal information is correct and accurate.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

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NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Buy American Product Content Percentage Worksheet

Company Name: M-B Companies, Inc.

Date: 03/14/2022

Address: 201 MB Lane, Chilton WI 53014

Point of Contact: Steve Mueller

Telephone: 920-898-1077

Fax: (920) 849-2629

Email: steve.mueller@aebi-schmidt.com

Product Structure: Multi-Level Bill of Materials (through level 2 only)

FAA Eligible Item: Carrier Vehicle and Broom Attachment FAA Item Number (if applicable): 3-20-0017-036

Total Material Cost: \$ 419,328 US Content (%) (attach Certificate of Origin, US Customs Form 434, if applicable): 92.9 Other (%): 7.1

Address of Final Assembly Location: 201 MB Lane, Chilton WI 53014

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: Mueller, Steve
Digitally signed by Mueller, Steve
Date: 2022.03.14 09:00:11
-05'00'

Name: Steve Mueller

Instruction: Items listed in Federal Acquisition Regulation Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

Level codes: Level 0 is the final product; Level 1 is a component; Level 2 is a sub-component.

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
0	RWY-	Carrier Vehicle and Broom Attachment	1	Each	\$ 419,328	\$ 389,664	\$ 389,664	\$ 29,664	\$ 29,664
1	RFF-	Chassis Assembly Group	1	Each	\$ 313,013	\$ 292,248	\$ 292,248	\$ 20,765	\$ 20,765

- CONFIDENTIAL -
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Price/Unit of Measure	US Origin Price/Unit of Measure	US Origin Cost/Each	Other Price/Unit of Measure	Other Cost/Each
2	RFF-	Chassis Frame Assembly	1	Each	\$ 47,504	\$ 46,175	\$ 46,175	\$ 1,329	\$ 1,329
2	RFF-	Chassis Driveline Assembly	1	Each	\$ 80,819	\$ 79,199	\$ 79,199	\$ 1,620	\$ 1,620
2	RFF-	Cab Assembly	1	Each	\$ 56,558	\$ 54,066	\$ 54,066	\$ 2,492	\$ 2,492
2	RNN-	Engine Assembly	1	Each	\$ 128,132	\$ 112,808	\$ 112,808	\$ 15,324	\$ 15,324
1	RB-	Broom Assembly Group	1	Each	\$ 106,315	\$ 97,416	\$ 97,416	\$ 8,899	\$ 8,899
2	RFA-	Broom Frame Assembly	1	Each	\$ 15,146	\$ 14,612	\$ 14,612	\$ 534	\$ 534
2	RBC-	Caster Assembly	1	Each	\$ 8,505	\$ 7,793	\$ 7,793	\$ 712	\$ 712
2	RBB-	Broom Drive Assembly	1	Each	\$ 33,754	\$ 31,173	\$ 31,173	\$ 2,581	\$ 2,581
2	RAA-	Air Blower Assembly	1	Each	\$ 25,422	\$ 24,354	\$ 24,354	\$ 1,068	\$ 1,068
2	RKA-	Controls Assembly	1	Each	\$ 23,488	\$ 29,483	\$ 19,483	\$ 4,005	\$ 4,005

3/14/2022

Alro Steel
Tonya Huisman
3970 Poberezny Road
Oshkosh, WI 54902

PRIVACY NOTICE: Proprietary information is exempt from requests of information under the Freedom of Information Act, exemption # four.

Manufacturers may elect to send this information directly to the Federal Aviation Administration (FAA) field office associated with the airport worksite or location identification specified in the AIP award #.

RE: Third Party Statement of Material Composition - [Materials]

The following information is requested for the purposes of obtaining a Federal Aviation Administration (FAA) Buy American waiver for an Airport Improvement Program (AIP) eligible product or project.

The information that follows confirms that the product(s) provided to, intended for use under FAA AIP funded project 3-20-0017-036 are composed of the following percentages of U.S. sourced material and non-U.S.:

Product (Product Name - Model #)	Percent (%) of U.S. materials	Percent (%) of non U.S. materials
Carrier Vehicle and Broom Attachment	100	0
472-101247 IN 1-1/4 SQ X 7 GA A-500 GRADE B (3/16)		
472-92001 IN HR SQUARE TUBE 2 X 2 X 1/8		
472-92003 IN 2 SQ X 1/4 WALL TUB ASTM A500 GR B		
472-92028 IN HR SQUARE TUBE 1 X 1 X 11 GA		
472-92032 IN HR SQUARE TUBE 1-1/2 X 1-1/2 X 1/4		
473-92004 IN HR RECTANGULAR TUBE 3 X 2 X 3/16		
473-92010 IN HR RECTANGULAR TUBE 4 X 3 X 1/4		
473-92018 IN 6 X 3 X 1/4 WALL TUBING ASTM A500 GRADE B		
475-92022 IN TUBE 1-3/4 OD X 1/4 WALL DOM, HR A513		
475-92024 IN TUBE 1-3/4 OD X 5/16 WL DOM A513-T5		
475-92037 IN 2 1/2 OD X .250 A513 T5 DOM TB		
475-92045 IN CD SM TUBE 3 OD X 7/16 WALL		
475-92086 IN TUBE 1-1/2 OD X 1/8 WALL DOM		
475-92166 IN CD TUBE 4.0 OD X .75 WALL		
475-97051 IN TUBE 3 OD X 7/32 WALL D.O.M.		
475-98072 IN TUBE 4 OD X 1/4 WALL		
475-98089 IN 2-3/4 OD X .375 WALL 2.000 ID A513-T5 DOM TUBE		
477-92004 IN CR SQUARE 1 X 1 (1018)		
478-155560 IN CR ROUND 1-1/2 DIA (1018)		
478-92002 IN CR ROUND 3/8 DIA. (1018)		

478-92004	IN	CR ROUND 5/8 DIA. (1018)
478-92007	IN	CR ROUND 3/4 DIA. (1045)
478-92012	IN	CR ROUND 1 DIA. (1045)
478-92030	IN	CR ROUND 1-7/8 DIA. (1045)
478-92034	IN	CR ROUND 2 DIA. (1045)
478-92041	IN	CR ROUND 2-1/2 DIA. (1045 T,G, & P) 12' lengths
478-92042	IN	CR ROUND 2-3/4 DIA. (1045)
483-92028	IN	PIPE 1-1/4 SCHED 40

Additional option:

This information is confidential and is intended for the FAA's use, not to be shared with any other parties. M-B will specify any items on a PO/Quote that needs to be compliant to only US made.

Sincerely,



Tonya Huisman – General Manager

Alro Steel – Oshkosh



YOUR PARTNER IN PRODUCTION

PRIVACY NOTICE: Proprietary information is exempt from requests of information under the Freedom of Information Act, exemption # four.

Manufacturers may elect to send this information directly to the Federal Aviation Administration (FAA) field office associated with the airport worksite or location identification specified in the AIP award #.

3/14/2022

Lapham-Hickey Steel Operations

2585 W. 20th Avenue
Oshkosh, WI 54904

RE: Third Party Statement of Material Composition - [Materials]

The following information is requested for the purposes of obtaining a Federal Aviation Administration (FAA) Buy American waiver for an Airport Improvement Program (AIP) eligible product or project.

The information that follows confirms that the product(s) provided to, intended for use under FAA AIP funded project 3-20-0017-036, are composed of the following percentages of U.S. sourced material and non-U.S.:

Product (Product Name - Model #)	Percent (%) of U.S. materials	Percent (%) of non U.S. materials
Carrier Vehicle and Broom Attachment	100	0
472-92001 IN HR SQUARE TUBE 2 X 2 X 1/8 domestic		
472-92003 IN 2 SQ X 1/4 WALL TUB ASTM A500 GR B domestic HR SQUARE TUBE 1 X 1 X 11 GA		
473-92004 IN HR RECTANGULAR TUBE 3 X 2 X 3/16 domestic		
473-92010 IN HR RECTANGULAR TUBE 4 X 3 X 3/8 domestic		
478-155560 IN CR ROUND 1-1/2 DIA (1018) domestic		
478-92002 IN CR ROUND 3/8 DIA. (1018) domestic		
478-92007 IN CR ROUND 3/4 DIA. (1045) domestic		
478-92012 IN CR ROUND 1 DIA. (1045) domestic		
478-92030 IN CR ROUND 1-7/8 DIA. (1045) domestic		
478-92034 IN CR ROUND 2 DIA. (1045) domestic CR ROUND 2-1/2 DIA. (1045 T,G, & P) 12'		
478-92041 IN lengths domestic		
478-92042 IN CR ROUND 2-3/4 DIA. (1045) domestic		
472-92001 IN HR SQUARE TUBE 2 X 2 X 1/8 domestic		

472-92003 IN 2 SQ X 1/4 WALL TUB ASTM A500 GR B domestic
HR SQUARE TUBE 1 X 1 X 11 GA

473-92004 IN HR RECTANGULAR TUBE 3 X 2 X 3/16 domestic

473-92010 IN HR RECTANGULAR TUBE 4 X 3 X 1/4 domestic

477-92004 IN CR SQUARE 1 X 1 (1018) foreign

478-155560 IN CR ROUND 1-1/2 DIA (1018) domestic

478-92002 IN CR ROUND 3/8 DIA. (1018) domestic

478-92007 IN CR ROUND 3/4 DIA. (1045) domestic

478-92012 IN CR ROUND 1 DIA. (1045) domestic

478-92030 IN CR ROUND 1-7/8 DIA. (1045) domestic

478-92034 IN CR ROUND 2 DIA. (1045) domestic
CR ROUND 2-1/2 DIA. (1045 T,G, & P) 12'

478-92041 IN lengths domestic

478-92042 IN CR ROUND 2-3/4 DIA. (1045) domestic

472-92001 IN HR SQUARE TUBE 2 X 2 X 1/8 domestic

472-92003 IN 2 SQ X 1/4 WALL TUB ASTM A500 GR B domestic
HR SQUARE TUBE 1 X 1 X 11 GA

473-92004 IN HR RECTANGULAR TUBE 3 X 2 X 3/16 domestic

Additional option:

This information is confidential and is intended for the FAA's use, not to be shared with any other parties. M-B will specify any items on a PO/Quote that needs to be compliant to only US made.

Sincerely,
Gary Wygant
 General Manager
 Lander-Hill



OLYMPICSTEEL

3/14/2022

Olympic Steel
 Jeff Johnson – Sales Mgr. Iowa
 6425 State Street
 Bettendorf, IA 52722

PRIVACY NOTICE: Proprietary information is exempt from requests of information under the Freedom of Information Act, exemption # four.

Manufacturers may elect to send this information directly to the Federal Aviation Administration (FAA) field office associated with the airport worksite or location identification specified in the AIP award #.

RE: Third Party Statement of Material Composition - [Materials]

The following information is requested for the purposes of obtaining a Federal Aviation Administration (FAA) Buy American waiver for an Airport Improvement Program (AIP) eligible product or project.

The information that follows confirms that the product(s) provided to, intended for use under FAA AIP funded project 3-20-0017-036, are composed of the following percentages of U.S. sourced material and non-U.S.:

Product (Product Name - Model #)	Percent (%) of U.S. materials	Percent (%) of non- U.S. materials
All items listed below	100	0
465-92000 10 GA. Pickled & Oiled Hot Rolled Sheet A36/A36 5 X 10		
465-92001 12 GA Pickled & Oiled Hot Rolled Sheet A36/A36 5x10		
465-92002 14 GA. Pickled & Oiled Hot Rolled Sheet A36/A36 5 X 10		
465-92003 16GA Pickled & Oiled Hot Rolled Sheet A36/A36 5 X 10		
468-92000 3/16" Pickled & Oiled Hot Rolled Sheet A36/A36 5 X 10		
468-92001 1/4" Pickled & Oiled Hot Rolled Sheet A36/A36 5 X 10		
468-92002 5/16" Pickled & Oiled Hot Rolled Sheet A36/A36 6X10		
468-92003 3/8" Pickled & Oiled Hot Rolled Sheet A36/A36 5 X 10		
468-92004 1/2" Pickled & Oiled Hot Rolled Sheet A36/A36		

		5 X 10
468-92005	5/8"	Hot Rolled Plate Blasted A36 A36 5 x 10
468-92007	1"	Hot Rolled Plate Blasted A36 A36 4 X 8
468-92009	1 1/4"	Hot Rolled Plate Blasted A36 A36 4 x 8

Additional option:

This information is confidential and is intended for the FAA's use, not to be shared with any other parties.



Sincerely,
[Manufacturer Signatory]

Printed Name, Title

Jeff Korman
Sales Manager



3/14/2022

Russel Metals
 Steve DeBot - Controller
 999 W. Armor Ave
 Milwaukee, WI 53221

PRIVACY NOTICE: Proprietary information is exempt from requests of information under the Freedom of Information Act, exemption # four.

Manufacturers may elect to send this information directly to the Federal Aviation Administration (FAA) field office associated with the airport worksite or location identification specified in the AIP award #.

RE: Third Party Statement of Material Composition - [Materials]

The following information is requested for the purposes of obtaining a Federal Aviation Administration (FAA) Buy American waiver for an Airport Improvement Program (AIP) eligible product or project.

The information that follows confirms that the product(s) provided to, intended for use under FAA AIP funded project 3-20-0017-036, are composed of the following percentages of U.S. sourced material and non-U.S.:

Product (Product Name - Model #)	Percent (%) of U.S. materials	Percent (%) of non U.S. materials
	100	0
472-101247 IN 1-1/4 SQ X 7 GA A-500 GRADE B (3/16)		
472-92001 IN HR SQUARE TUBE 2 X 2 X 1/8		
472-92003 IN 2 SQ X 1/4 WALL TUB ASTM A500 GR B		
472-92028 IN HR SQUARE TUBE 1 X 1 X 11 GA		
472-92032 IN HR SQUARE TUBE 1-1/2 X 1-1/2 X 1/4		
473-92004 IN HR RECTANGULAR TUBE 3 X 2 X 3/16		
473-92010 IN HR RECTANGULAR TUBE 4 X 3 X 1/4		
473-92018 IN 6 X 3 X 1/4 WALL TUBING ASTM A500 GRADE B		
475-100477 IN TUBING 3/4 OD X 3/16 WALL		
475-102879 IN CD DOM TUBE 1-1/2 OD X 12GA. WALL		
475-92002 IN TUBE 5/8 OD X 5/32 WALL DOM		
475-92022 IN TUBE 1-3/4 OD X 1/4 WALL DOM, HR A513		
475-92024 IN TUBE 1-3/4 OD X 5/16 WL DOM A513-T5		
475-92037 IN 2 1/2 OD X .250 A513 T5 DOM TB		
475-92045 IN CD SM TUBE 3 OD X 7/16 WALL		
475-92086 IN TUBE 1-1/2 OD X 1/8 WALL DOM		
475-92113 IN TUBE 1 OD X 3/16 WALL DOM		
475-92166 IN CD TUBE 4.0 OD X .75 WALL		

475-97051	IN	TUBE 3 OD X 7/32 WALL D.O.M.
475-98072	IN	TUBE 4 OD X 1/4 WALL
475-98089	IN	2-3/4 OD X .375 WALL 2.000 ID A513-T5 DOM TUBE
477-92004	IN	CR SQUARE 1 X 1 (1018)
478-155560	IN	CR ROUND 1-1/2 DIA (1018)
478-92002	IN	CR ROUND 3/8 DIA. (1018)
478-92004	IN	CR ROUND 5/8 DIA. (1018)
478-92007	IN	CR ROUND 3/4 DIA. (1045)
478-92012	IN	CR ROUND 1 DIA. (1045)
478-92030	IN	CR ROUND 1-7/8 DIA. (1045)
478-92034	IN	CR ROUND 2 DIA. (1045)
478-92041	IN	CR ROUND 2-1/2 DIA. (1045 T, G. & P) 12' lengths
478-92042	IN	CR ROUND 2-3/4 DIA. (1045)
483-92028	IN	PIPE 1-1/4 SCHED 40

Additional option:

This information is confidential and is intended for the FAA's use, not to be shared with any other parties. M-B will specify any items on a PO/Quote that needs to be compliant to only US made.

Sincerely,

Steve DeBot

Steve DeBot, Controller

**-- CONFIDENTIAL --
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT**

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: MB Companies, Inc.

Date: 03/14/2022

FAA Eligible Item: Carrier Vehicle and Broom Attachment FAA Item Number (if applicable): 3-20-0017-036

Address of Final Assembly Location: 201 MB Lane, Chilton WI 53014

1. Provide a description of the assembly process occurring at the specified final location in the United States.
 - a. Describe the final assembly process and its various operations.

Purchased parts received by stockroom, issued to assembly job orders, manufactured components made in fab and weld departments, then sent through the painting process, issued to assembly job orders. Chilton final assembly of job orders completed. Unit is tested in PDI building. Unit is final inspected after testing. Shipping arrangements are made and processed.
 - b. How long does the final assembly process take to complete?

600 man hours
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
 - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

3-4 stockroom employees receive and issue manufactured and purchased items to assembly job orders. 3-4 painters prep and paint components prior to final assembly. 6-12 general assembly employees assemble job orders to final product. 2-3 employees inspect and test final product prior to delivery.
 - b. What type of equipment is used during the final assembly process?

Spray painting and powder coating equipment, power and hand tools, hoists and cranes. Guages, monitors and diagnostic tools used to calibrate, test and inspect completed unit.
 - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

\$80,000.00

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Digitally signed by Mueller,
Steve
Date: 2022.03.14 08:39:36
-0500

Signature: Mueller, Steve

Name: Steve Mueller

UTILIZATION STATEMENT

Disadvantage Business Enterprise

(See attached DBE Statement and Good Faith Listing)

The undersigned Bidder/offeror has satisfied the requirements of the bid specification in the following manner.
(Please mark the appropriate box)

- The Bidder/offeror is committed to a minimum of 0.0% DBE utilization on this contract.
- The Bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

M-B Companies, Inc.
Bidder's Firm Name

Doug Blada
Signature Doug Blada

3/11/2022
Date

DBE UTILIZATION SUMMARY

<u>Percentage</u>	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract</u>
DBE Prime Contractor	\$ <u>N/A</u> x 1.00 =	\$ <u>N/A</u>	<u>N/A</u> %
DBE Subcontractor	\$ <u>N/A</u> x 1.00 =	\$ <u>N/A</u>	<u>N/A</u> %
DBE Supplier	\$ <u>N/A</u> x 0.60 =	\$ <u>N/A</u>	<u>N/A</u> %
DBE Manufacturer	\$ <u>N/A</u> x 1.00 =	\$ <u>N/A</u>	<u>N/A</u> %
Total Amount DBE		\$ <u>N/A</u>	<u>N/A</u> %
DBE Goal		\$ <u>N/A</u>	<u>N/A</u> %

Note: If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
(See attached DBE Statement and Good Faith Listing)
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: M-B Companies, Inc.
Address: 201 MB Lane
City: Chilton State: WI Zip: 53014

DBE Firm: DBE Firm: None
Address: N/A
City: N/A State: N/A Zip: N/A

DBE Contact Person: Name: N/A Phone: () N/A

DBE Certifying Agency: N/A Expiration Date: N/A

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: N/A
Venture Prime Contractor Subcontractor Joint
 Manufacturer Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
N/A	N/A	N/A	N/A

The Bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount:\$ N/A Percent of total contract: N/A %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: *Doug Blada*, CEO MB Airport
(Signature) Doug Blada (Title)

Note: In the event the Bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

BID BOND

Bond # 68103-Travelers-22-2

AIP NO. 3-20-0017-036

KNOW ALL MEN BY THESE PRESENTS, That we, M-B Companies, Inc.
1615 Wisconsin Avenue New Holstein, WI 53061

Hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square Hartford, CT 06183-6014 of

a Corporation duly organized and existing under the laws of the State of Connecticut and authorized to do business in the State of Kansas, hereinafter called the Surety, as Surety, are held and firmly bound unto, the City of Dodge City, Kansas, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%), good and lawful money of the United States of America, to be paid upon demand of the Oblige, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Principal has submitted to the Oblige a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for Work generally described as *Acquire Snow Removal Equipment (Carrier Vehicle and Broom Attachment) at Dodge City Regional Airport, Dodge City, Kansas.*

NOW, THEREFORE, If the Oblige shall accept the bid of the Principal and the Principal shall enter into a written agreement with the Oblige in accordance with the terms conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Oblige, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the principal and Surety have caused these presents to be duly signed and sealed this 9th day of March, 2022.

M-B Companies, Inc.
Principal

By Doug Blada (SEAL)
Doug Blada
CEO MB Airport
Official Title

Travelers Casualty and Surety Company of America
Surety Company

By Janine A. Kappen
Attorney-in-Fact, Janine A. Kappen

By N/A
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

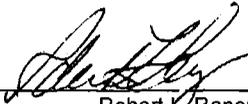
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Janine A. Kappen of Rochester, New York, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

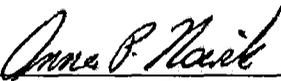
City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of March, 2022.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**CONTRACT AGREEMENT
THE CITY OF DODGE CITY, KANSAS
DODGE CITY REGIONAL AIRPORT
AIP NO. 3-20-0017-036**

**THIS AGREEMENT, made as of _____ 2022 is
BY AND BETWEEN**

The Owner

City of Dodge City, Kansas

City Hall

806 Second Avenue

Dodge City, Kansas 67801

WITNESSETH:

*WHEREAS it is the intent of the Owner to purchase equipment for the **DODGE CITY REGIONAL AIRPORT** generally described as follows;*

ACQUIRE SNOW REMOVAL EQUIPMENT (CARRIER VEHICLE AND BROOM ATTACHMENT)

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, Owner and Contractor agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, Contractor shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 - Contract Documents

Contractor agrees that the Contract Documents consist of the following: this Agreement, General Terms and Conditions, Supplementary Provisions, Technical Specifications, all issued addenda, Notice to Bidders, Instructions to Bidders, Proposal and associated attachments, necessary Bond(s), Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all Owner authorized change orders issued subsequent to the date of this Agreement.

All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the Contractor. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 - Contract Price

In consideration of the faithful performance and completion of the Work by the Contractor in accordance with the Contract Documents, Owner shall pay the Contractor an amount equal to:

\$ _____

(Amount in Written Words)

\$ _____

(Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in Contractor's Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the Contractor's stated unit prices multiplied by the associated estimated quantities;

Article 4 – Payment

Upon the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract will be paid to the Contractor by the Owner after said completion and acceptance.

The acceptance of final payment by the Contractor shall be considered as a release in full of all claims against the Owner, arising out of, or by reason of, the work completed and materials furnished under this Contract.

Owner shall make progress payments to the Contractor in accordance with the terms set forth in the General Terms and Conditions.

Article 5 – Contract Time

The Contractor agrees to commence work within **ten (10) calendar days** of the date specified in the Owner's Notice to Proceed. Contractor further agrees to complete said work for the Project within **500 calendar days** from the commencement date stated within the Notice to Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Terms and Conditions as approved by the Owner.

Article 6 – Liquidated Damages

The Contractor and Owner understand and agree that time is of essence for completion of the Work and that the Owner will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of **\$500** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the Contractor understands and agrees that;

- c. the Owner has the right to deduct from any moneys due the Contractor, the amount of said liquidated damages;
- d. the Owner has the right to recover the amount of said liquidated damages from the Contractor, SURETY or both.

Article 7 – Contractor's Representations

The Contractor understands and agrees that all representations made by the Contractor within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – Contractor's Certifications

The Contractor understands and agrees that all certifications made by the Contractor within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

- a. Contractor understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. Contractor understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the Owner;

- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. Owner and Contractor each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have executed five copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Dodge City, Kansas

Address: City Hall

806 Second Avenue

Dodge City, KS 67801

By: _____
Signature

Title of Representative

CONTRACTOR

Name: _____

Address: _____

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

ATTEST

By: _____
Signature

Title



Memorandum

To: City Manager

From: Corey Keller Public Works Director

Date: March 31, 2022

Subject: Approval of a Professional Service Agreement for the Development and Evaluation of New and Existing Water Rights with Burns and McDonnell

Agenda Item: New Business

Recommendation: It is staff's recommendation to approve the professional service agreement with Burns and McDonnell of Kansas City MO. for the evaluation of existing and developing new water rights in the amount of \$255,600.00

Background: The scope of work for this proposal will be to allow Burns and McDonnell staff to evaluate opportunities to secure additional water resources, assess our existing unused water rights, evaluate the potential to develop new Oglala and Dakota Aquifer water rights, evaluate and determine if existing water right management can be optimized, and design any new potential wells for construction. Through some research, staff has been made aware of several possibilities to secure new water rights as well as improve existing water rights to ensure that we can meet all our water needs present and future. This work is being conducted as a partnership with National Beef to assist them with the procurement of new water rights and wells. This past year City staff and National Beef staff have met several times to discuss water rates and future possibilities to obtain additional water rights to ensure the City can provide them with the best quality of water at the lowest possible rate.

Through the evaluation of the City's current water rights Burns and McDonnell has developed a couple of possibilities to optimize the use of our existing water right files. By work with the Kansas Division of Water Recourses (DWR) there is the possibility to free up water rights that are currently tied to wells that currently cannot be used due to contamination issues. Through this process there is the possibility to free up water rights which would save the City several thousands of dollars not having to pay for additional water rights.

Justification: This agreement, will ensure that the City can take advantage of several potential possibilities of obtaining water rights to meet the needs of our partners

Financial Considerations: This will be funded out of the 2022 water budget and partnered with National Beef. The City's portion of funding will be \$153,284.00 and National Beef's portion is \$102,316.00

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

Legal Considerations: Pending Legal Review

Attachments: Professional Service Agreement (Doc. No. AE-2), Task Order #1



**PROFESSIONAL SERVICES AGREEMENT – TASK ORDER
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2)**

This AGREEMENT is made as of _____, 20____, by and between City of Dodge City, Kansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

OWNER from time to time requires professional services in connection with the construction, design, operation and maintenance of its facilities. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation and advice to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as **Exhibit A**.
- 1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 General. The Basic Services may include any of those tasks listed in this Section 2, as identified in the Task Order for a specific project.
 - 2.1.1 Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services identified in the Task Order(s).
 - 2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.
- 2.2 Concept Development
 - 2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.
 - 2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
 - 2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.
 - 2.2.4 Prepare a Concept Development Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish three review copies of the Report to OWNER.
- 2.3 Schematic Design Services
 - 2.3.1 On the basis of OWNER'S concurrence with recommendations of the Concept Development Report, prepare schematic design documents indicating clearly the considerations involved and the alternative solutions available to OWNER; the schematic design shall include schematic layouts,

sketches, and preliminary design criteria, and set forth ENGINEER'S recommendations and establish the scope of the Project.

2.3.2 Prepare a preliminary cost opinion for the Project.

2.3.3 Furnish three copies of the above schematic documents and cost opinion.

2.3.4 Revise schematic design documents in response to OWNER'S and other parties' comments, as appropriate, and furnish three final copies of the revised schematic design documents to the OWNER.

2.4 Preliminary Design Services

2.4.1 On the basis of the approved schematic design documents, prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.4.3 Furnish three approval copies of the above preliminary design documents and revised cost opinion.

2.5 Final Design Services

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish three approval copies of the final Bid Documents.

2.6 Bidding or Negotiating Services

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase Services

2.7.1 Consult with and advise OWNER and act as OWNER'S engineer as provided in ENGINEER'S standard General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.

2.7.3 As OWNER'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.7.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.8 Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Services

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative, if any.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional services being performed.

3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.8 Extraordinary Construction-Related Services

3.1.8.1 Additional or extended services during construction made necessary by a force majeure, act of God, governmental action, severe weather, vandalism, terrorism, or other extraordinary event.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other legal or administrative proceeding involving the Project.

3.1.9 Preparation of an operating manual for use by OWNER.

3.1.10 Extra Services not specifically defined above that may be authorized by OWNER.

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 4.1 Provide full information as to OWNER'S requirements for the Project.
- 4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Furnish engineering services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.
- 4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.
- 4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.
- 4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.
- 4.11 If ENGINEER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.
- 4.12 Prior to commencement of the services under any Task Order, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by ENGINEER subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 6 - COMPENSATION

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as stated in the Task Order(s).

6.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER.

6.2.1 Statements will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

6.2.2 Statements will be submitted for payment covering services performed, costs and expenses incurred, and appropriate fee or markup (if applicable) during the preceding month.

6.2.3 Statements will be submitted for payment representing milestones achieved or deliverables submitted according to the Payment Schedule as stated in the Task Order(s).

6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

Type of Coverage

Limits of Liability

Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence Combined Single Limit/ \$2,000,000 General Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors engaged by OWNER on each project on which ENGINEER is providing Services shall be required to provide General Liability Insurance naming the OWNER and the ENGINEER as an additional insureds, and all Construction Contractors' liability insurance policies covering claims for personal injuries and property damage shall be endorsed to add OWNER and ENGINEER using ISO endorsement Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents as Additional Insureds. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, OWNER'S construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any Construction Contractor's policy of insurance. OWNER shall ensure that ENGINEER is a named insured and is provided a waiver of subrogation in their favor on any Builder's Risk insurance procured on a project on which ENGINEER is providing Services whether or not such insurance is procured by OWNER or its Construction Contractors.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2. The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination, plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and the following executive officer of OWNER, [REDACTED]. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Dodge City, Kansas unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to

arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, 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. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If the services under a Task Order involve construction, and ENGINEER does not provide services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses,

including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

City of Dodge City, Kansas
806 N. 2nd Ave.
Dodge City, KS 67801

ENGINEER'S address:

Burns & McDonnell Engineering Co., Inc.
9400 Ward Parkway
Kansas City, MO 64114

7.19 Successor and Assigns

OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages ("Liabilities") whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under the Task Order out of which the Liabilities arose. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

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

**THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

OWNER: City of Dodge City, Kansas

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



**TASK ORDER 1
FOR ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

This Task Order is entered into and authorized by Owner this _____ day of _____, 20____, 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 _____, 20____ :

1. Scope of Services:
See the attached Exhibit A.

2. Compensation:
The basis of compensation for the above Services shall be:

- Hourly Rate per ENGINEER's Rate Sheet, attached hereto
Subject to a Not-to-Exceed Cap of two hundred fifty-five thousand six hundred dollars (\$255,600.00), without further authorization

3. Other Terms:
(describe below)

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner 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: _____
Name: _____
Title: _____

By: _____
Name: Darin Brickman
Title: Vice President

Exhibit A

City of Dodge City - Water Rights Purchase, Dakota Aquifer New Water Right Development Evaluation and Existing Water Right Management Scope of Services

The City of Dodge City, Kansas (CLIENT) is currently evaluating opportunities to secure additional water resources to satisfy projected growth in water demand. One opportunity involves the assessment of existing water rights that may be available for purchase and conversion to municipal use. The opportunities may be identified directly by the City of Dodge City (City) or by a partner. A second opportunity involves evaluation of the potential to develop new Dakota Aquifer water supply well(s) to be added to the City's water portfolio. The third opportunity is associated with the management and optimization of existing water rights. Existing water rights and associated infrastructure will be evaluated to determine if overall water right quantities can be optimized through currently available administrative management tools. This scope of work will provide for data gathering and evaluation, facilitation of meetings with the Kansas Division of Water Resources (DWR), and recommendations for field investigations for further assessment of both water quantity and quality.

(1) Water Rights Purchase Evaluation

- (a) Evaluate up to six (6) water rights identified by the CLIENT or CLIENT's partner for possible addition to the City's water supply. The review will include the suitability and viability of conversion of the water right to municipal use using publicly available water use and water quality data from Kansas Open Records Requests, DWR's Water Rights Information System (WRIS) and information from the Kansas Geological Survey (KGS) or the United States Geological Survey (USGS).
- (b) Identify up to two (2) water rights to be considered for acquisition based upon data gathered from Kansas Open Records Requests, WRIS, KGS, and USGS.
- (c) Develop a plan for the CLIENT's collection and testing of water samples from identified wells.
- (d) Develop a test drilling and data collection plan, as required, to better define water quality conditions for up to two (2) potential municipal well locations.
- (e) Conceptual Design - develop conceptual level design for up to four (4) new wells, utilizing CLIENT's existing well design as a model, including:
 - (i) Well construction
 - (ii) Well house and appurtenances,
 - (iii) Controls
 - (iv) Piping (connection to existing raw water collection system)
 - (v) Pumping (VFD)
 - (vi) Power supply
 - (vii) Site access improvements
- (f) Develop up to four (4) order-of-magnitude opinions of capital cost (OPC) based on the conceptual designs. These OPC will be at a conceptual level with a contingency of ± 40 percent.

(2) Dakota Aquifer Water Right Development

- (a) Review existing KGS and DWR data to identify potential locations for confined and unconfined Dakota Aquifer water rights development.
- (b) Examine ownership maps and provide CLIENT with owners of property for Dakota

Aquifer development.

- (c) Examine available well logs and water use data of nearby Dakota Aquifer wells.
- (d) Evaluate and define water rights permitting considerations for Dakota Aquifer well development at up to three (3) potential well locations selected during coordination with CLIENT.
- (e) Develop a plan for the CLIENT's collection and testing of water samples from existing Dakota wells or monitoring wells.
- (f) Develop a test drilling and data collection plan, as required, to better define water quality conditions.
- (g) Conceptual Design - develop conceptual design for up to two (2) new wells, utilizing CLIENT's existing well design as a model, including:
 - (i) Well construction
 - (ii) Well house and appurtenances
 - (iii) Controls
 - (iv) Piping (connection to existing raw water collection system)
 - (v) Pumping (VFD)
 - (vi) Power supply
 - (vii) Site access improvements
- (h) Develop up to three (3) order-of-magnitude opinions of capital cost (OPC) based on the conceptual designs. These OPC will be at a conceptual level with a contingency of ± 40 percent.
- (i) At the direction of CLIENT, if locations are selected for development of Dakota Aquifer wells, develop DWR new water right application documents for up to two (2) potential well locations.

(3) Existing Water Right Management

- (a) Review existing CLIENT water supply well infrastructure and water rights to determine where use of DWR administrative water right management tools is possible. Administrative water right management tools to be evaluated will include:
 - (i) Change in point of diversion applications to relocate or re-allocate water between existing or potential municipal well locations
 - (ii) Water right offsets to facilitate changes in points of diversion or additional permitted production from existing wells
- (b) At the direction of CLIENT, prepare up to three (3) water right change applications which will include completed DWR application forms, required application maps, cover letters, and supporting documentation.
- (c) Review existing water right databases to determine if there are additional CLIENT-owned water rights near the treatment plant that exist or were converted to municipal use.

(4) DWR Coordination

- (a) Conduct up to three (3) meetings with DWR staff to review water rights and the potential for administrative programs, permit modifications, or applications to provide additional water supply flexibility.
 - (i) Develop agendas and supporting documents as necessary to facilitate meetings.
 - (ii) Prepare and provide meeting minutes to the CLIENT.
- (b) Develop data and materials to facilitate a DWR feasibility review of permit modifications or new applications.

- (c) Respond to DWR inquiries and data requests as needed to support project execution.

(5) Alternatives Analysis Technical Memorandum

- (a) Describe the findings of the data review process and provide a summary of existing water rights.
- (b) Summarize the data requirements, timeline, and feasibility of administrative water right modification alternatives based on the results of the DWR engagement process.
- (c) Summarize the data requirements, timeline, and conceptual design, order of magnitude costs, and feasibility of purchasing and conversion of area water rights.
- (d) Summarize the data requirements, timeline, and conceptual design, order of magnitude costs, and feasibility of developing Dakota Aquifer wells and water rights.
- (e) Provide recommendations on which water right alternatives for the CLIENT to pursue.

- END-

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$67.00
Technician *	6	\$85.00
Assistant *	7	\$102.00
	8	\$138.00
	9	\$166.00
Staff *	10	\$189.00
	11	\$209.00
Senior	12	\$232.00
	13	\$254.00
Associate	14	\$262.00
	15	\$265.00
	16	\$268.00
	17	\$270.00

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 subsidiary or affiliate 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, 2022, and are subject to revision thereafter.