

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, June 5, 2023

7:00 p.m.

MEETING #5250

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

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Steve Ormord of First Baptist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. Levying Special Assessments on Certain Property to pay the costs of Internal Improvements for Milstock Addition Unit 2.
2. Levying Special Assessments on Certain Property to pay the costs of Internal Improvements for Casa del Rio Addition Phase 1.
3. Levying Special Assessments on Certain Property to pay the costs of Internal Improvements for Candletree Addition Unit 6.

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Immigrant Heritage Month 2023 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 Commission Meeting Minutes, May 15, 2023.
2. Approval of Special City Commission Meeting Minutes, May 30, 2023.
3. Appropriation Ordinance No.11, June 5, 2023.
4. Cereal Malt Beverage License Applications:
 - a. Ford County Fair Association, Temporary CMB License, 71 N. 2nd Avenue.
5. Approval of Change Order #1 for the 2022 Application of Mastic Sealant.

6. Approve the Amendment to the Biogas Optimization Services Agreement with Kinect Energy.

ORDINANCES & RESOLUTIONS

Ordinance No. 3795: Ordinance Levying Special Assessments on Certain Property to pay the costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized By Resolution No. 2022-13 of the City; and Providing for the Collection of Such Special Assessments.– Milstock Addition Unit 2. Report by Nicole May, Finance Director.

Ordinance No. 3796: Ordinance Levying Special Assessments on Certain Property to pay the costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized By Resolution No. 2022-13 of the City; and Providing for the Collection of Such Special Assessments.– Casa del Rio Addition Phase 1. Report by Nicole May, Finance Director.

Ordinance No. 3797: Ordinance Levying Special Assessments on Certain Property to pay the costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized By Resolution No. 2022-13 of the City; and Providing for the Collection of Such Special Assessments. – Candletree Addition Unit 6. Report by Nicole May, Finance Director.

Resolution No. 2023-21: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the 2018 International Fire Code Pertaining to the Discharge of Fireworks Within the City Limits of the City of Dodge City, Kansas. Report by Ken Spencer, Fire Chief.

Resolution No. 2023-22: A Resolution Designating the 151st Founder’s Weekend Concert in the Park as a Special Event in the City of Dodge City, Kansas. Report by Megan Welch, Director of Dodge City Convention and Visitors Bureau.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Estimates for Extending Electrical Service to the Lift Stations and Wastewater Treatment Plant Expansion. Report by Director of Engineering, Ray Slattery.
2. Approval of Bid to Purchase a Rosenbauer Pumper Fire Truck with Commander Chassis. Report by Ryan Reid, Director of Administration,

OTHER BUSINESS

1. Approval of the Revised Bid for Asphalt Street Maintenance Project. Report by Director of Engineering, Ray Slattery.

STAFF REPORTS

EXECUTIVE SESSION

Discussion of Non-Elected Personnel

ADJOURNMENT



Immigrant Heritage Month Proclamation

WHEREAS, generations of immigrants from every corner of the globe have built our country's economy and created the unique character of our nation; AND

WHEREAS, immigrants continue to grow businesses, innovate, strengthen our economy, and create jobs in the City of Dodge City; AND

WHEREAS, immigrants have provided Dodge City with unique social and cultural influence, fundamentally enriching the extraordinary character of our City; AND

WHEREAS, immigrants have been tireless leaders, not only in securing their own rights and access to equal opportunity, but also in campaigning to create a fairer and more just society for all Americans; AND

WHEREAS, the role of immigrants in building and enriching our City and our nation should be uplifted.

NOW, THEREFORE, I, Michael Burns, Mayor of the City of Dodge City, do hereby proclaim June of 2023 to be:

Immigrant Heritage Month in the City of Dodge City

I urge all community members to join together - as foreign-born and native-born residents - to build stronger communities across the City and encourage all residents to give back to the community in any way that is personally meaningful.

ATTEST:

Michael Burns, Mayor

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, May 15, 2023

7:00 p.m.

MEETING #5248

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: Mayor Michael Burns, Rick Sowers, Chuck Taylor present, Commissioners Joseph Nuci, Kent Smoll absent

INVOCATION by

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Michael made a moved to amend the agenda, under the consent calendar change High Five Investments to Dodge City Brewing, LLC. Commissioner Rick Sowers moved to approve the agenda with the change. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 0.

PETITIONS & PROCLAMATIONS

Mayor Michael Burns read the Building Safety Month Proclamation and proclaimed the month of May 2023 as building safety month and encouraged our citizens to join us as we participate in building safety month activities.

City Manager, Nick Hernandez stated that the city hosted a contractor's appreciation luncheon and golf tournament. There were approximately 140 participants in the golf tournament and 300 that attended the luncheon. We want to show our appreciation to all our contractors and show them that we are in this together, listen to them. The event went over very well. We are looking at purchasing some trench safety equipment with the proceeds from the golf tournament which then can be utilized by the contractors.

Mayor Michael Burns read the Public Works Proclamation and proclaimed the week of May 21st through May 27th, 2023 as national public works week and , and I called upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Corey Keller, Public Works Director thanked all the women and men that make up these divisions and departments. There will be a luncheon for the city employees of Public Works Departments. He invited the commissioners to attend the luncheon that will be held on May 25th from 11:30am to 1:00 pm at the (MSB) Municipal Service Building, 100 Chaffin Road here in Dodge City.

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).

Mike Benzel , southwest representee of the Christian Motorcycle Association said they would have a bike rally to be held here in Dodge on June 2 – 4 at Wright Park. Invited the commissioners and said all the public is welcome. The organization is hoping there is enough interest to start a chapter here in Dodge City. It promotes good citizenship. There will be games, rides and other activities. All are welcome to come.

CONSENT CALENDAR

1. Approval of Special City Commission Meeting Minutes, May 1, 2023.
2. Appropriation Ordinance No.10, May 15, 2023.
3. Cereal Malt Beverage License:
 - a. Dodge City Brewing, LLC, 701 3rd Avenue

Commissioner Chuck Taylor moved to approve the consent calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2023-16: A Resolution of the City of Dodge City, Kansas to designate the city website as the official city newspaper as required by charter ordinance number 43 was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 0.

Resolution No. 2023-17: A Resolution of the City of Dodge City, Kansas, authorizing certain public improvements and providing for the payment of the costs thereof was approved on a motion by Commissioner Chuck Taylor. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve to purchase a Graco Linelazer Paint Machine from Craftco Inc. in the amount of \$35,995 for Public Works Street Department. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 0.

2. Commissioner Rick Sowers moved to approve the quotes for the installation of conduit fiber, software and hardware for the display enclosures, as well as the audio, future traffic signal coordination, installation of internet units and fiber backbone for the Downtown Streetscape Project associated with the Information Network of Kansas (INK) Grant. The city's share of this grant will be \$48,248.41. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 0.
3. Commissioner Rick Sowers moved to approve the special assessment proceedings for Milstock Addition Unit 2. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 0.
4. Commissioner Rick Sowers moved to approve the special assessment proceedings for Casa del Rio Addition. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 0.
5. Commissioner Chuck Taylor moved to approve the special assessment proceedings for Candletree Addition Unit 6. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 0.

ATTEST:

Mayor

City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

City Commissioner Chambers

Tuesday, May 30, 2023

8:00 a.m.

Meeting #5249

CALL TO ORDER

ROLL CALL: Mayor Michael Burns, Commissioners Joseph Nuci, Rick Sowers, Chuck Taylor, Commissioner Kent Smoll joined through zoom.

ORDINANCES & RESOLUTIONS

Resolution No. 2023-18: A resolution in support of an application for funding through the Moderate Income Housing Program offered through the Kansas Housing Resources Corporations was approved on a motion by Commissioner Joseph Nuci. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

Resolution No. 2023-19: A resolution in support of an application for funding through the Moderate Income Housing American Rescue Plan Act Program offered through the Kansas Housing Resources Corporation was approved on a motion by Commissioner Rick Sowers. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

Resolution No. 2023-20: A resolution in support of an application for funding through the Kansas Investor Tax Credit Program offered through the Kansas Housing Resources Corporation was approved on a motion by Commissioner Chuck Taylor. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: June 5, 2023
Subject: Change Order #1, 2022 Application of Mastic Sealant, ST 2204
Agenda Item: Consent Calendar

Purpose: Approve Change Order #1 so the project can be finalized.

Recommendation: Approve Change Order #1 for the 2022 Application of Mastic Sealant for an increase in the amount of \$148.75.

Background: The 2022 Application Mastic Sealant project was approved in December 2022. The project started construction on March 21, 2023. The following item was adjusted based on quantities placed in the field:

- An extra 119 pounds of mastic was applied to finish out the street the contractor was working on.

City Commission Options:

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

Financial Considerations: Change Order #1 is for an increase of \$148.75. Funding will be from Special Streets Fund.

Amount \$: \$148.75

Fund: 12230300 - 442011

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the Change Order from Stripe & Seal, LLC, the contract dollar amount will be amended.

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

Attachments: Change Order #1

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Application of Mastic Crack Sealant

PROJECT NUMBER: ST 2204

CONTRACTOR: Stripe & Seal, LLC

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Application of Mastic (City Streets)	LBS	80000	80119	119.00	\$ 1.25		\$ 148.75
NET INCREASE							\$ 148.75

RECOMMENDED FOR APPROVAL:

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

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Stripe & Seal, LLC

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: June 5, 2023

Subject: Amendment to Biogas Optimization Services Agreement with Kinect Energy, SS
1601

Agenda Item: Consent Calendar

Recommendation: Approve the Amendment to the Biogas Optimization Services Agreement with Kinect Energy.

Background: Prior the Warrior Biogas project startup, the City of Dodge City entered into a 5-year agreement with U.S. Energy, now know as Kinect Energy Group (Kinect), to provide the City guidance in registering the biogas plant with EPA, marketing, and sale of the renewable biogas. The term of the original agreement was for 5 years. The agreement will expire in November of this year. Kinect provides the oversight of the sale of Industrial Gas and Municipal Gas along with the RIN production documentation. For these services, Kinect receives 10% of the revenue generated from these sales. This is a typical percentage of revenue for companies like this of these services.

The City staff have been pleased with the services provided by Kinect. Kinect has recently completed finding a new off taker for the Industrial Gas which will provide more revenue for the City.

City Commission Options:

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

Financial Considerations:

Amount \$: N/A

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be entering the amendment with Kinect and provisions of the amendment and original agreement.

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

Attachments: Amendment to Biogas Optimization Services Agreement.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



AMENDMENT TO BIOGAS OPTIMIZATION SERVICES AGREEMENT

Kinect Energy, Inc. (f/k/a U.S. Energy Services, Inc.) (“Kinect Energy”) and City of Dodge City, Kansas (“Client”) entered into a Biogas Optimization Services Agreement dated June 27, 2016, related to the provision of energy management services (the “Agreement”). Each entity named above may also be referred to as a “Party” or collectively as the “Parties.”

Whereas, Kinect Energy and Client wish to amend the terms of the Agreement by entering into this amendment (the “Amendment”).

Now, therefore, in consideration of the promises and the terms and conditions set forth in this Amendment, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the Agreement is amended as follows:

The following is added to the end of Section 2.02 Term:

For the Term of the Agreement, both Services and Service Fees, will continue to be in force for specific production streams when the Client contracts the gas produced at such projects beyond the initial term of the Agreement. In such case, the project specific term for Services and Service Fees shall be equal to the term of the Client agreement with the off taker, including any renewals or extensions.

The original provisions of the Agreement control for any matter not specifically included in this Amendment. The Agreement, as amended, constitutes the entire agreement of the Parties with respect to the subject matter thereof.

Agreed to and Accepted by:

City of Dodge City, Kansas

By: _____
Name: _____
Title: _____
Date: _____

Kinect Energy, Inc.

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT A
FACILITY(IES), FEE(S), SERVICES LIST**

Facilities:

Fees:

Services List:

- I – Natural Gas Supply Management
- II – Regulated Electric Supply Management
- III – Deregulated Electric Supply Management
- IV – Natural Gas Price Risk Management
- V – Electric Price Risk Management
- VI – Invoice Management with Consolidated Invoice
- VII – Invoice Management with Weekly Invoice Report
- VIII – Invoice Management with Third Party Processor
- IX – Invoice Management without Payment
- X – Wholesale Electric Services – Load Management
- XI – Generation Management
- XII – Carbon Management
- XIII – Contract Management



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: June 1, 2023
Subject: Ordinance No. 3795
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No 3795.

Background: At the May 15, 2023 City Commission meeting, the City Commission approved special assessment process for special assessments for Milstock Addition Unit 2. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Milstock Unit 2 at the amounts listed in the ordinance. The amounts will be assessed for 15 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: None

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3795

ORDINANCE NO. 3795

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION No. 2022-13 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Milstock Addition Unit 2 – Streets, Water and Sewer

Resolution No. 2022-13

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, Milstock Addition, Unit 2, an addition to the City of Dodge City, Ford County, Kansas.

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2023.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2023, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford

County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in fifteen (15) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on June 5, 2023, and signed by the Mayor.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls
Candletree Addition Unit 8 Phase II to the City of Dodge City

	Property Description	Street, Drainage, Water & Sewer Improvement
Lot 1	Milstock Addition Unit 2	58,696.14
Lot 2	Milstock Addition Unit 2	58,696.14
Lot 3	Milstock Addition Unit 2	58,696.14
Lot 4	Milstock Addition Unit 2	58,696.14
Lot 5	Milstock Addition Unit 2	58,696.14
Lot 6	Milstock Addition Unit 2	58,696.14
Lot 7	Milstock Addition Unit 2	58,696.14
Lot 8	Milstock Addition Unit 2	58,696.14
Lot 9	Milstock Addition Unit 2	58,696.14
Lot 10	Milstock Addition Unit 2	58,696.14
Lot 11	Milstock Addition Unit 2	58,696.14
Lot 12	Milstock Addition Unit 2	58,696.14
Lot 14	Milstock Addition Unit 2	58,696.14
Lot 15	Milstock Addition Unit 2	58,696.14
Lot 16	Milstock Addition Unit 2	58,696.14
Lot 17	Milstock Addition Unit 2	58,696.14
Lot 18	Milstock Addition Unit 2	58,696.14
Lot 19	Milstock Addition Unit 2	58,696.14
Lot 20	Milstock Addition Unit 2	58,696.14
Lot 21	Milstock Addition Unit 2	58,696.14
Lot 22	Milstock Addition Unit 2	58,696.14
Lot 23	Milstock Addition Unit 2	58,696.14
Lot 24	Milstock Addition Unit 2	58,696.14
Lot 25	Milstock Addition Unit 2	58,696.14
	Total Assessment	1,408,707.36



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: June 1, 2023
Subject: Ordinance No. 3796
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No 3796.

Background: At the May 15, 2023 City Commission meeting, the City Commission approved special assessment process for special assessments for Casa del Rio Addition Phase I. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Casa del Rio Phase I at the amounts listed in the ordinance. The amounts will be assessed for 15 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: None

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3796

ORDINANCE NO. 3796

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION No. 2021-04 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Casa del Rio Addition Phase I– Streets, Water and Sewer

Resolution No. 2021.04

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 12, 13,14 Block 3 and Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 Block 4, Casa del Rio Addition Phase I, an addition to the City of Dodge City, Ford County, Kansas.

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2023.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2023, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford

County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in fifteen (15) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on June 5, 2023, and signed by the Mayor.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls
Casa del Rio Addition Phase I to the City of Dodge City

Property Description			Street, Drainage, Water & Sewer Improvement
Lot 1	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 2	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 3	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 4	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 5	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 6	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 7	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 8	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 9	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 10	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 11	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 12	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 13	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 14	Block 3	Casa del Rio Addition Phase I	37,161.14
Lot 1	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 2	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 3	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 4	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 5	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 6	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 7	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 8	Block 4	Casa del Rio Addition Phase I	37,161.14
Lot 9	Block 4	Casa del Rio Addition Phase I	37,161.14
Total Assessment			854,706.22



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: June 1, 2023
Subject: Ordinance No. 3797
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No 3797.

Background: At the May 15, 2023 City Commission meeting, the City Commission approved special assessment process for special assessments for Candletree Addition Unit 6. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Candletree Addition Unit 6 at the amounts listed in the ordinance. The amounts will be assessed for 15 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: None

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3797

ORDINANCE NO. 3797

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION No. 2021-03 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Candletree Addition Unit 6 – Streets, Water and Sewer

Resolution No. 2021-03

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5 Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 3 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 Block 4 Candletree Addition, Unit Six, an addition to the City of Dodge City, Ford County, Kansas.

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2023.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2023, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in fifteen (15) annual installments, together with interest on such amounts at a rate not

exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on June 5, 2023, and signed by the Mayor.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls Candletree Addition Unit 8 Phase II to the City of Dodge City

Property Description			Street, Drainage, Water & Sewer Improvement
Lot 1	Block 1	Candletree Addition Unit 6	34,830.70
Lot 2	Block 1	Candletree Addition Unit 6	34,830.70
Lot 3	Block 1	Candletree Addition Unit 6	34,830.70
Lot 4	Block 1	Candletree Addition Unit 6	34,830.70
Lot 5	Block 1	Candletree Addition Unit 6	34,830.70
Lot 1	Block 2	Candletree Addition Unit 6	34,830.70
Lot 2	Block 2	Candletree Addition Unit 6	34,830.70
Lot 3	Block 2	Candletree Addition Unit 6	34,830.70
Lot 4	Block 2	Candletree Addition Unit 6	34,830.70
Lot 5	Block 2	Candletree Addition Unit 6	34,830.70
Lot 6	Block 2	Candletree Addition Unit 6	34,830.70
Lot 7	Block 2	Candletree Addition Unit 6	34,830.70
Lot 8	Block 2	Candletree Addition Unit 6	34,830.70
Lot 9	Block 2	Candletree Addition Unit 6	34,830.70
Lot 10	Block 2	Candletree Addition Unit 6	34,830.70
Lot 1	Block 3	Candletree Addition Unit 6	34,830.70
Lot 2	Block 3	Candletree Addition Unit 6	34,830.70
Lot 3	Block 3	Candletree Addition Unit 6	34,830.70
Lot 4	Block 3	Candletree Addition Unit 6	34,830.70
Lot 5	Block 3	Candletree Addition Unit 6	34,830.70
Lot 6	Block 3	Candletree Addition Unit 6	34,830.70
Lot 7	Block 3	Candletree Addition Unit 6	34,830.70
Lot 8	Block 3	Candletree Addition Unit 6	34,830.70
Lot 9	Block 3	Candletree Addition Unit 6	34,830.70
Lot 10	Block 3	Candletree Addition Unit 6	34,830.70
Lot 1	Block 4	Candletree Addition Unit 6	34,830.70
Lot 2	Block 4	Candletree Addition Unit 6	34,830.70
Lot 3	Block 4	Candletree Addition Unit 6	34,830.70
Lot 4	Block 4	Candletree Addition Unit 6	34,830.70
Lot 5	Block 4	Candletree Addition Unit 6	34,830.70
Lot 6	Block 4	Candletree Addition Unit 6	34,830.70
Lot 7	Block 4	Candletree Addition Unit 6	34,830.70
Lot 8	Block 4	Candletree Addition Unit 6	34,830.70
Lot 9	Block 4	Candletree Addition Unit 6	34,830.70
Lot 10	Block 4	Candletree Addition Unit 6	34,830.70
Lot 11	Block 4	Candletree Addition Unit 6	34,830.70
Lot 12	Block 4	Candletree Addition Unit 6	34,830.70
Lot 13	Block 4	Candletree Addition Unit 6	34,830.70
Lot 14	Block 4	Candletree Addition Unit 6	34,830.70
Total Assessment			1,358,397.30



Memorandum

To: City Manager Nick Hernandez, Assistant City Manager Melissa McCoy
CC City Commissioners
From: Fire Chief Ken Spencer
Date: 06/2/2023
Subject: Temporary Suspension of Ord. No.2338 (Fireworks Ban)
Agenda Item: Ordinances and Resolutions

Recommendation: Approve resolution.

Background: This resolution is the same as those that have been approved over the last several years. The practice of temporarily suspending the ban on the discharge of fireworks in the city was originally started at the request of Ford County in an effort to reduce the amount of fireworks being discharged in their jurisdiction.

Justification: The approval of resolution no. 2023-21 would provide a limited time for the public to discharge their fireworks in celebration of Independence Day. Also, because of high law enforcement calls in past years I am again requesting the ban be lifted for three days only - July 3rd, 4th, and 5th 2023 (10:00 am to 11:00 pm).

Financial Considerations: None

Purpose/Mission: Mission Statement: "Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future."

Legal Considerations: None

Attachments: A copy of resolution no.2023-21 is attached.

RESOLUTION NO. 2023-21

A RESOLUTION FOR THE TEMPORARY SUSPENSION AND WAIVER OF CERTAIN PROVISIONS OF ORDINANCE NO. 2838 AND THE 2018 INTERNATIONAL FIRE CODE PERTAINING TO THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1: For the time period and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, on Monday July 3rd through Wednesday July 5th, 2023 between the hours of 10:00 a.m. to 11:00 p.m.

SECTION 2: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 3rd, July 4th and July 5th, 2023 on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (United Wireless / Memorial Stadium/Boot Hill Casino).

SECTION 3: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 3rd, July 4th and July 5th, 2023, on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

SECTION 4: Notwithstanding this suspension and waiver, officers of the Dodge City Fire Department and the Dodge City Police Department shall have the authority to confiscate any fireworks from any individual possessing the same, if in the opinion of said officer, the use or discharge of such fireworks is being conducted in such a manner as to create a health or safety hazard for the user or other persons, or in such a manner as to create a safety hazard to public or private property.

SECTION 5: This waiver will automatically expire at 11:01 p.m. on July 5th, 2023 and may be rescinded prior thereto by action of the governing body.

SECTION 6: This Resolution shall take effect and be in force from and after its adoption.

Adopted by the governing body this 5th day of June 2023.

Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: City Commission, City Manager

From: Megan Welsh, CVB Director

Date: June 5, 2023

Subject: Resolution 2023-22 designating 151st Celebrations' Founder's Weekend Concert in the Park as a Special Event

Agenda Item: Ordinance and Resolutions

Recommendation: Approval of Resolution 2023-22 designating 151st Celebrations' Founder's Weekend Concert in Wright Park as a Special Event.

Background: K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as the 151th Celebrations' Founder's Weekend Concert in the Park, as a "special event" as a condition precedent to allow the State of Kansas the discretion to issue temporary permits for the consumption of alcohol. The first step in allowing the State to issue a temporary permit is to pass a Resolution designating 151st Celebrations' Founder's Weekend Concert in the Park as a Special Event.

Historically a special event designation has been made during the Dodge City Days and those events have caused no issues for the city or any of the participants.

Justification: Designate 151th Celebrations' Founder's Weekend Concert in Wright Park as a Special Event to be able to obtain the proper licensing for the Ford County Fair Association, the vendor of the cereal malt beverage at the event on Friday, June 16 from 6:00pm-10:00pm.

Financial Considerations: None

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

Legal Considerations: Reviewed by legal counsel with no concerns

Attachments: Resolution 2023-22



RESOLUTION NO.
2023-22

A RESOLUTION DESIGNATING THE 151st Founders WEEKEND CONCERT IN THE PARK AS A SPECIAL EVENT IN THE CITY OF DODGE CITY, KANSAS.

WHEREAS, the 151st Celebrations' Founder's Weekend Concert is a one-night event to be held June 16, 2023; and,

WHEREAS, the City of Dodge City celebrates its historical roots during this city-wide special event; and, WHEREAS, a concert with drinks and food is set to be held during this special event; and,

WHEREAS, K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as Founder's Weekend Concert in the Park, as a "special event" as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol; and,

WHEREAS, the City of Dodge City has been asked to make such designation as a prelude for business and individuals to request temporary permits from the State of Kansas for the sale and consumption of alcoholic liquor on public streets, alleys, sidewalks, roads or highways at special events as defined by K.S.A. 41-719(a)(2).

NOW THEREFORE, the City of Dodge City hereby designates the community gathering, commonly known as Founder's Weekend Concert in the Park as a "special event" in Dodge City, Kansas. This special event will extend for a period of one (1) evening beginning on June 16, 2023, at 6:00 pm and ending on June 16, 2023, at 10:00 pm.

The Resolution will take effect upon approval by the City Commission.

Approved this 5th day of June 2023.

Mayor

ATTEST:

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: June 5, 2023
Subject: Approval of Estimates for extending Electrical Service to the Lift Stations and WWTP Expansion, SS 2101
Agenda Item: New Business

Recommendation: Approve the Estimates from Victory Electric to install electrical service to the three new Lift Station locations and Improvements at the WWTP for \$465,849.51.

Background: With the construction of the three Lift Station and the South WWTP Expansion, new electrical services must be provided for the improvements. Victory Electric has reviewed the demand for each location and determined what improvements need to be made to the electrical system for the operation of the individual items. As with all new developments, the cost of the improvements is paid for by whoever needs an increase in electrical service. The following locations will need to have electrical service improvements, the cost of each location is also included.

- Primary Lift Station - \$64,827.59
- Hilmar Lift Station - \$109,854.64
- Intermediate Lift Station - \$849,602.40
- WWTP Improvements - \$205,915.91
- TOTAL - \$1,230,200.54

Victory Electric will contribute \$764,351.03 to the cost of the forementioned upgrades, as these upgrades will improve the reliability of their systems and allow for future demand on their system. Therefore, the cost to the City will be \$465,849.51.

City Commission Options:

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

Financial Considerations: This cost will be paid with funds from the SRF Loan.

Amount \$: \$465,849.51

Fund: 52242100 - 420002

Budgeted Expense Grant Bonds Other SRLF (State Revolving Loan Fund)

Legal Considerations: The City will be required to make payment to Victory Electric for the cost of the associated improvements.

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

Attachments: Estimates and drawings of the proposed improvements from Victory Electric.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

The Victory Electric Cooperative Assn., Inc.

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE May 9, 2023
Estimate project DC Wastewater
Member Name Summary
City of Dodge City

Bill To:

City of Dodge City

Estimate valid until: August 7, 2023
Prepared by: Jeff Hubbell &
Daniel Pogue

Comments or special instructions:

Description	AMOUNT
Primary Lift Station	\$ 64,827.59
Hilmar Lift Station	\$ 109,854.64
Intermediate Lift Station	\$ 849,602.40
Lagoon Upgrades (Gas Handling #3 & Sidestream)	\$ 205,915.91
Victory's Contribution Towards Intermediate Lift Station	\$ (764,351.03)
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 465,849.51

If you have any questions concerning this estimate, Contact 620-227-2139



A Touchstone Energy® Cooperative 

**The Victory Electric Cooperative
Assn., Inc.**

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE May 9, 2023
Estimate project DC Wastewater
Member Name Primary Lift Station
City of Dodge City

Bill To:

City of Dodge City

Estimate valid until: August 7, 2023
Prepared by: Jeff Hubbell &
Daniel Pogue

Comments or special instructions:

Description	AMOUNT
500 kVA Transformer	\$ 27,587.50
Overhead Construction - Poles, Conductors, & Poletop Hardware	\$ 18,331.98
Underground Construction - Conduit, Wire, & Hardware	\$ 18,908.11
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 64,827.59

If you have any questions concerning this estimate, Contact 620-227-2139



A Touchstone Energy® Cooperative



McCausland Road 1

Primary Lift Station

0 25 50 100 150 200 Feet

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**The Victory Electric Cooperative
Assn., Inc.**

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE May 9, 2023
Estimate project DC Wastewater
Member Name Hilmar Lift Station
City of Dodge City

Bill To:

City of Dodge City

Estimate valid until: August 7, 2023
Prepared by: Jeff Hubbell &
Daniel Pogue

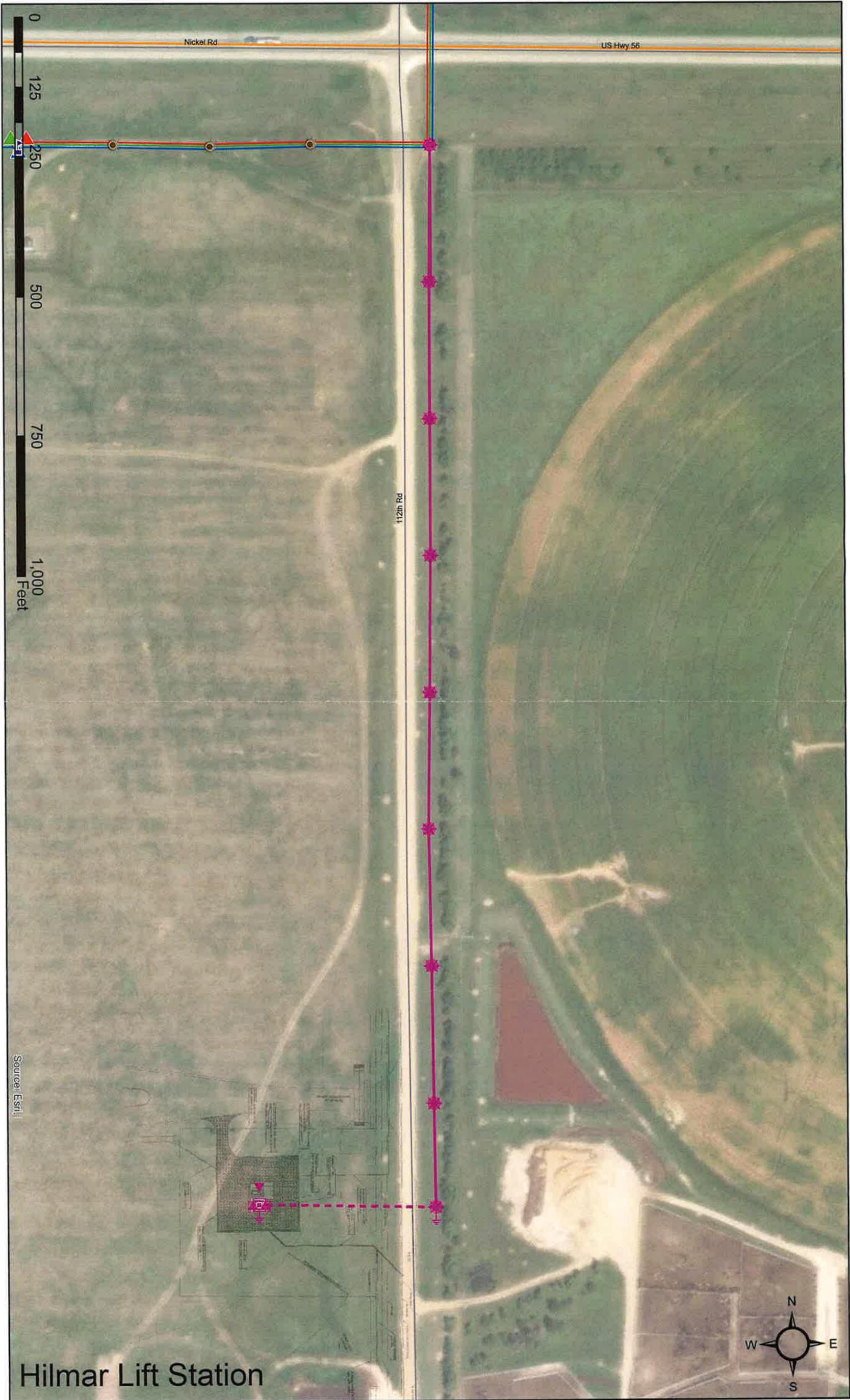
Comments or special instructions:

Description	AMOUNT
500 kVA Transformer	\$ 27,587.50
Overhead Construction - Poles, Conductors, & Poletop Hardware	\$ 38,543.06
Underground Construction - Conduit, Wire, & Hardware	\$ 37,404.08
Directional Boring	\$ 6,320.00
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 109,854.64

If you have any questions concerning this estimate, Contact 620-227-2139



A Touchstone Energy® Cooperative



Hilmar Lift Station

The Victory Electric Cooperative Assn., Inc.

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE May 9, 2023
Estimate project DC Wastewater
Member Name Intermediate Lift Station
City of Dodge City

Bill To:

City of Dodge City

Estimate valid until: August 7, 2023
Prepared by: Jeff Hubbell &
Daniel Pogue

Comments or special instructions:

Description	AMOUNT
500 & 1,000 kVA Transformer	\$ 93,054.76
Overhead Construction - Poles, Conductors, & Poletop Hardware	\$ 587,895.78
Underground Construction - Conduit, Wire, & Hardware	\$ 98,751.87
Directional Boring	\$ 15,900.00
34.5kV Breaker	\$ 54,000.00
Victory Contribution	\$ (764,351.03)
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 85,251.37

If you have any questions concerning this estimate, Contact 620-227-2139



A Touchstone Energy® Cooperative 

The Victory Electric Cooperative Assn., Inc.

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE May 9, 2023
DC Wastewater
Estimate project Intermediate Lift Station
Member Name City of Dodge City

Bill To:

City of Dodge City

Estimate valid until: August 7, 2023
Prepared by: Jeff Hubbell &
Daniel Pogue

Comments or special instructions:

Description	AMOUNT
500 & 1,000 kVA Transformer	\$ 93,054.76
Overhead Construction - Poles, Conductors, & Poletop Hardware	\$ 587,895.78
Underground Construction - Conduit, Wire, & Hardware	\$ 98,751.87
Directional Boring	\$ 15,900.00
34.5kV Breaker	\$ 54,000.00
Labor and Equipment built into estimate	
TOTAL	\$ 849,602.40

If you have any questions concerning this estimate, Contact 620-227-2139





Intermediate Lift Station

Source: Esri, Maxar, Earthstar, Geographics, and the GIS User Community

**The Victory Electric Cooperative
Assn., Inc.**

Estimate

3230 N 14th Ave.
Dodge City, KS 67801
Phone: 620-227-2139

DATE May 9, 2023
Estimate project DC Wastewater
Member Name Lagoon Upgrades
City of Dodge City

Bill To:

City of Dodge City

Estimate valid until: August 7, 2023
Prepared by: Jeff Hubbell &
Daniel Pogue

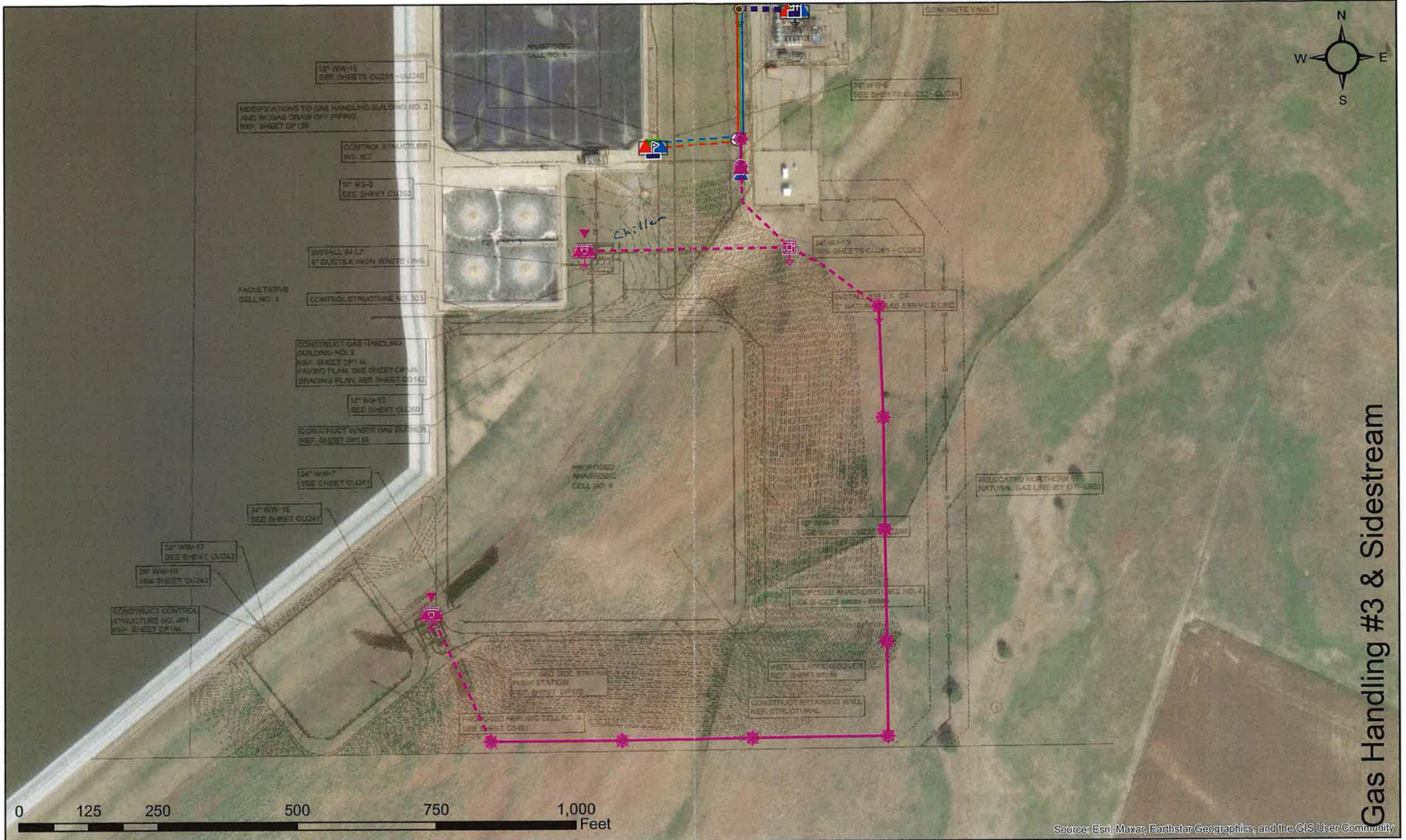
Comments or special instructions:

Description	AMOUNT
300 & 500 kVA Transformers	\$ 50,164.03
Overhead Construction - Poles, Conductors, & Poletop Hardware	\$ 39,698.04
Underground Construction - Conduit, Wire, & Hardware	\$ 116,053.84
<i>Labor and Equipment built into estimate</i>	
TOTAL	\$ 205,915.91

If you have any questions concerning this estimate, Contact 620-227-2139

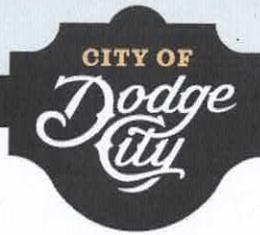


A Touchstone Energy® Cooperative



Gas Handling #3 & Sidestream

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Memorandum

To: Dodge City Commission
From: Ryan Reid, Director of Administration
Date: 2023 05 31
Subject: Fire Truck Pumper Truck
Agenda Item: New Business

Purpose:

The proposed fire truck pumper truck will safely transport fire personnel to emergency incidents and keep up required ISO capacity for the Fire Department. Fire expects this unit to last ten years as a primary responder and ten years as a reserve.

Recommendation:

Staff recommends approving the bid from Rosenbauer for the Rosenbauer Pumper Truck with Commander Chassis for \$645,243. This includes a \$11,894 deduction for paying for the Chassis upon arrival. This is a budgeted purchase and Rosenbauer is the low bid. The other bid received was from Pierce for \$752,858.96.

Background:

This new pumper would be the new first out pumper truck, replacing a twelve year old unit. The older unit will go to reserve.

City Commission Options:

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

Financial Considerations:

Amount \$645,243

Fund: 14022100 441009

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: Bids

Approved for the Agenda by:

Ken Spencer Fire Chief
Name, Title



Apparatus Proposal

Customer Name: **DODGE CITY, KS**

Sales Rep: **ROGER BROWN**

Submitted Date: **5/11/23**

Expiration Date: **7/11/23**

Apparatus Detail

Qty.	Description	Price
1	PIERCE SABER PUMPER	\$ 747,858.96
Proposal Bid No.: 1155		Proposal Doc Date: 5/11/23
Performance Bond: YES		Warranty Period: Standard
Estimated Build Time: 25 MO		

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 747,858.96
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 747,858.96
Pre-Payment Discount	-\$ 30,534.05
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00
Options	\$ 5,000.00
Due Upon Order	\$ 722,324.91

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 747,858.96
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 747,858.96
Pre-Payment Discount	N/A
Extrication Rescue Tools*	\$ 0.00
Loose Equipment*	\$ 0.00
Options	\$ 5,000.00
Due Upon Delivery	\$ 752,858.96

Payment Terms

OPTION 1 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF ORDER.
 OPTION 2 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF PRODUCT DELIVERY. *RESCUE TOOLS AND LOOSE EQUIPMENT THAT ARE NOT PRE-PAID MUST BE PAID FOR UPON DELIVERY; TO SECURE THE QUOTED PRICING, TOOLS AND EQUIPMENT WILL BE PROCESSED IMMEDIATELY UPON ORDER PLACEMENT AND PAYMENT FOR TOOLS AND EQUIPMENT WILL BE DUE UPON DELIVERY, WHICH WILL BE PRIOR TO APPARATUS DELIVERY.*

Notes

ABOVE REFERENCED OPTIONS ARE FOR A CONTINGENCY TO BE USED AT THE CUSTOMERS DISCRETION. PRICING INCLUDES TRAVEL AND LODGING FOR THREE DEPARTMENT REPRESENTATIVES TO PIERCE FOR A FINAL INSPECTION. ENCLOSED PRICING IS BASED ON APPARATUS BEING BUILT WITH A CUMMINS EPA '24 ENGINE AND IS SUBJECT TO CHANGE DEPENDING UPON AVAILABILITY.

NOTE: Pre-payment discounts are based on purchase price at time of order. Manufacturing build time is subject to change up to the time an order is placed. If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company. All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].

Dodge City, KS
201 Soule St.
Dodge City, KS 67801

645 243



Date: April 10, 2023

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Dodge City, KS, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

#NAME?	\$657,137.00 each
(1) One Rosenbauer Pumper shall be furnished on a Commander Chassis	
Gross due upon completion and delivery total	TOTAL \$657,137.00
*Note: If chassis amount of \$310,001.00 is paid upon arrival at our plant in South Dakota, deduct \$11,894.00 each	

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 545 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 455 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

Upon execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: June 5, 2023

Subject: Asphalt Street Maintenance (Revised Scope), ST 2302

Agenda Item: Old Business

Purpose: The purpose of this project is to perform major maintenance to Central Ave. and the Underpass Rd. which are asphalt streets. Maintenance activities with this project include asphalt mill & inlays, and overlays. The street maintenance techniques proposed with this project are necessary to extend the service life and overall condition of the pavement.

Recommendation: Approve the revised proposal from APAC Kansas Inc., Shears Division in the amount of \$231,260.25 to perform major maintenance on Central Ave. and Underpass Rd. Engineering Staff had allotted \$300,000 for the revised project.

Background: At the April 3, 2023, Commission Meeting this project was tabled and staff directed to work with APAC Kansas Inc., Shears Division to determine the best way to proceed with the project. As previously mentioned, the best pavement management systems implement an assortment of maintenance techniques to optimize pavement conditions over the entire street network. Mill & inlay/overlays are the primary pavement maintenance methods applied to streets that need more than a surface seal and less than full depth reconstruction. Staff considered the streets included in the original project and determined that Central Ave. from the north edge of the concrete pavement through the US 50 Intersection needed a mill and inlay. The limits will include all of Central Ave. and the US 50 intersection from the west Stop Bar to the east Stop Bar north to near the island on the north side of the intersection. Underpass Rd. was also considered for an overlay along with an edge mill and inlay. These two streets were selected due to the amount of traffic they carry. Also, these two streets could see major improvements in the future, but to extend the life until that time this major maintenance operation needs to take place.

City Commission Options:

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

Financial Considerations:

Amount \$: 231,260.25

Funds: Street Sales Tax

Budgeted Expense Grant Bonds Other

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

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

Attachments: Quote & Plan Sheets

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



A CRH COMPANY

APAC-KANSAS, INC., SHEARS DIVISION

A CRH COMPANY

11188 US-56 BYPASS | DODGE CITY, KS 67801

P (620) 227 6908 | F (620) 227 6819

PROPOSAL

TO City of Dodge City, Kansas
Ray Slattery, Director of Engineering Services
Tanner Rutschman, City Engineer

PROJECT ST 2302
2023 Asphalt Street Maintenance
Revised Scope

DATE 05/24/2023

LOCATION Central Ave & US-50
Underpass Rd
Dodge City, KS

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT PRICE
1	MOBILIZATION	1.000	LSU	\$ 40,645.00	\$ 40,645.00
2	1.5" ASPHALT MILL	1,400.000	SY	\$ 2.75	\$ 3,850.00
3	2" ASPHALT MILL	3,025.000	SY	\$ 2.45	\$ 7,411.25
4	2" HMA SURFACE	908.000	TON	\$ 177.00	\$ 160,716.00
5	4" YELLOW LINE	1,050.000	LF	\$ 4.00	\$ 4,200.00
6	4" WHITE LINE	220.000	LF	\$ 3.00	\$ 660.00
7	24" STOP BAR	23.000	LF	\$ 26.00	\$ 598.00
8	24" X 8' CROSSWALK BAR	10.000	EA	\$ 208.00	\$ 2,080.00
9	LEFT TURN ARROW	2.000	EA	\$ 300.00	\$ 600.00
10	TRAFFIC CONTROL	1.000	LSU	\$ 10,500.00	\$ 10,500.00
BID TOTAL					\$ 231,260.25

Notes:

- Does not include sales tax.
- Includes bonding per Project ST 2302 Bid Packet requirements.
- Revised scope quantities based on Project ST 2302 plan sheets 11-12.

If you have any questions or need any additional information, please call me at (620) 227-6908.

The above-quoted price expires forty-five (45) days from the effective date of Proposal.

Sincerely,

Daniel Plake
Area Manager
daniel.plake@apac.com

Accepted By: _____

Printed Name: _____

Date: _____



TERMS AND CONDITIONS - Proposal and Contract

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

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

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

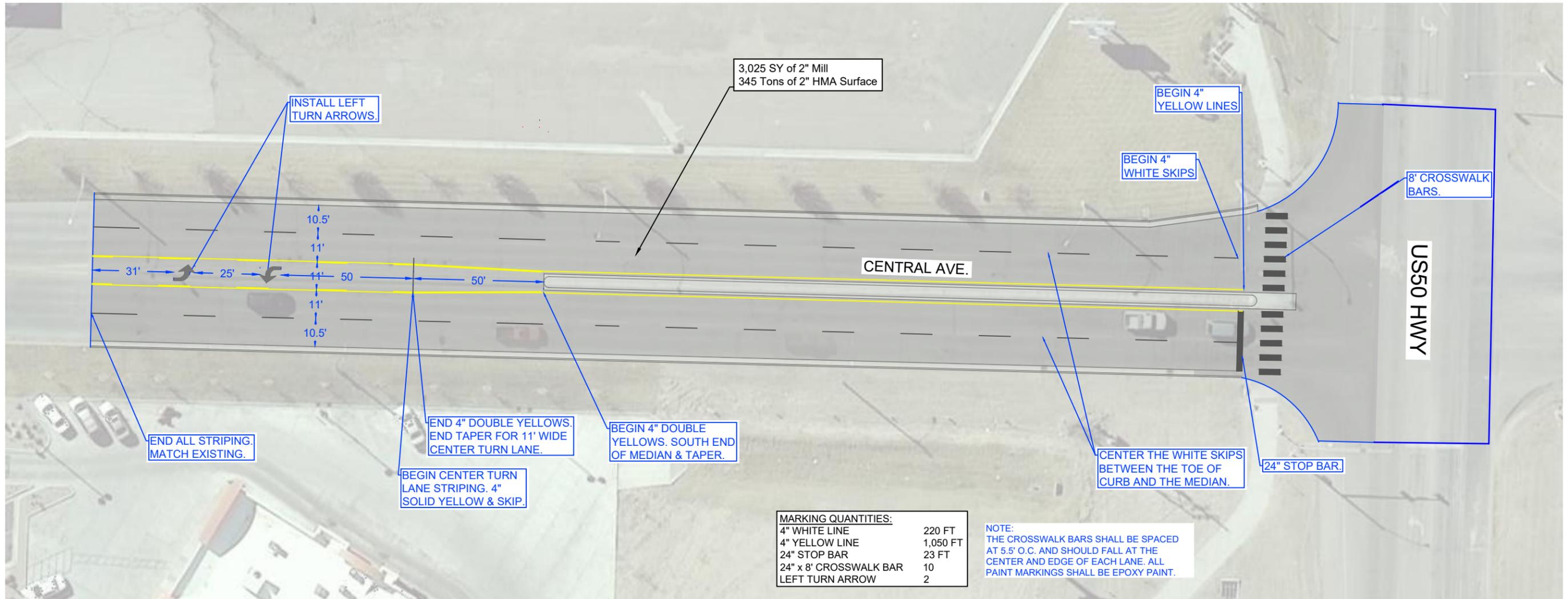
We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance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

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

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

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

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



MARKING QUANTITIES:

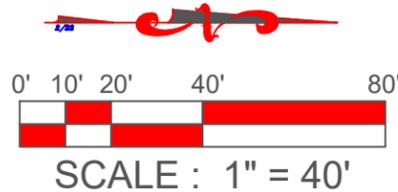
4" WHITE LINE	220 FT
4" YELLOW LINE	1,050 FT
24" STOP BAR	23 FT
24" x 8" CROSSWALK BAR	10
LEFT TURN ARROW	2

NOTE:
 THE CROSSWALK BARS SHALL BE SPACED AT 5.5' O.C. AND SHOULD FALL AT THE CENTER AND EDGE OF EACH LANE. ALL PAINT MARKINGS SHALL BE EPOXY PAINT.

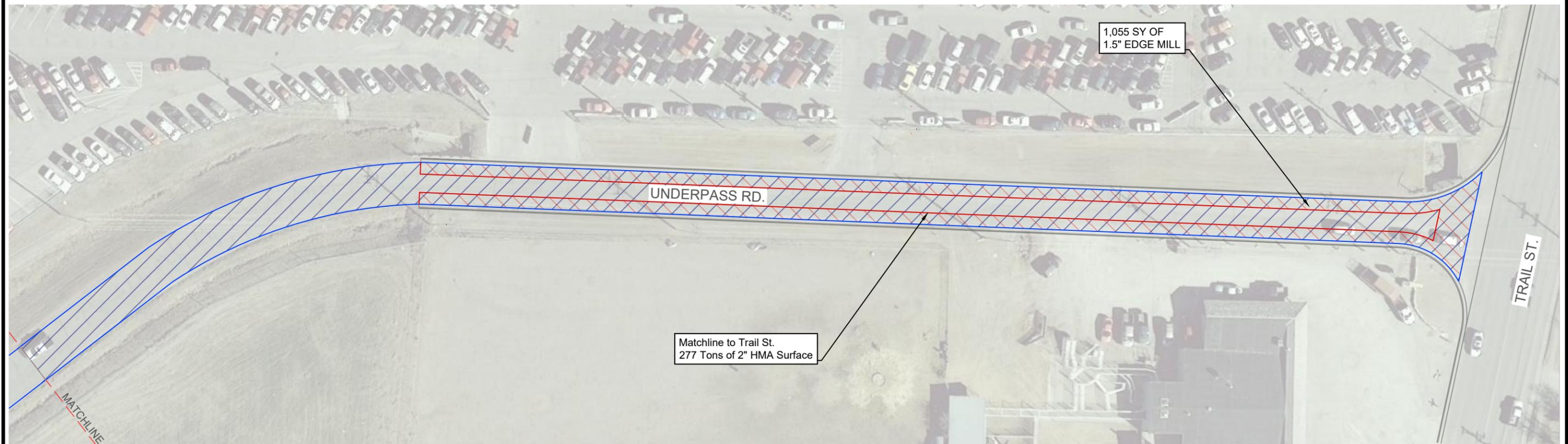
QUANTITIES:

ITEM	DESCRIPTION	UNIT	QTY
1	2" Asphalt Mill	S.Y.	3,025
2	2" HMA Surface Course	Ton	345
3	Pavement Marking	L.S.	1

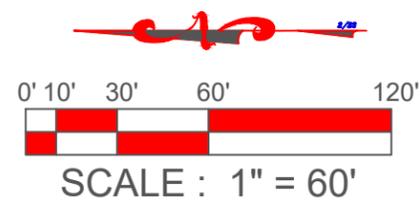
NOTES:
 CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN. TRAFFIC MUST BE MAINTAINED THROUGH CONSTRUCTION. THE MILLING LIMITS AT THE US50 HWY. INTERSECTION WILL BE MARKED PRIOR TO CONSTRUCTION.



DRAWN BY TR	CITY OF DODGE CITY, KANSAS CITY HALL ENGINEERING DEPARTMENT (620) 225-8106	PROJECT NO ST 2302
CHECKED BY RS	CENTRAL MILL & INLAY 2023 Asphalt Street Maintenance Central Ave. (US50 Hwy - 500' South)	SHEET OF 11 13
DATE 2/23		REVISIONS



NOTES:
 CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN. TWENTY FOOT PAVEMENT TRANSITIONS WILL BE REQUIRED WHERE THE ASPHALT CHANGES TO CONCRETE. THIS SHALL BE ACCOMPLISHED WITH A TRANSITION MILL. A 1 1/2" EDGE MILL WILL BE REQUIRED ALONG THE TOE OF EXITING CURB & GUTTER SECTIONS. THIS SHALL BE ACCOMPLISHED BY DAYLIGHTING ACROSS ONE PASS OF THE MILLING MACHINE.



QUANTITIES:

ITEM	DESCRIPTION	UNIT	QTY
1	1.5" Asphalt Mill	S.Y.	1,400
2	2" HMA Surface Course	Ton	563

DRAWN BY TR	CITY OF DODGE CITY, KANSAS CITY HALL ENGINEERING DEPARTMENT (620) 225-8106	PROJECT NO ST 2302
CHECKED BY RS		SHEET OF 12 13
DATE 2/23	UNDERPASS MILL & OVERLAY 2023 Asphalt Street Maintenance Underpass Rd. (E. Wyatt Earp Blvd. - Trail St.)	REVISIONS