

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, April 1, 2024

7:00 p.m.

MEETING # 5276

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 Ryan Ausmus of First Presbyterian Church

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 18, 2024.
2. Appropriation, Ordinance No. 8, April 1, 2024.
3. Cereal Malt Beverage License:
 - a. Tacos Jalisco, 412 E Wyatt Earp Blvd.
4. Approval of Bids for Community Development Block Grants Renovations of the Properties at 1001 Kelly Avenue and 1212 Longbranch Road.

ORDINANCES & RESOLUTIONS

Resolution No. 2024-08: A Resolution Making Certain Findings and Determinations as to the Need for Housing Within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be Designated as a Rural Housing Incentive District Within the City. Report by Mollea Wainscott, Assistant Director of Economic Development.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approve the Sales Agreement for the necessary upgrades to the Boto Lift Station in the amount of \$34,045.00. Report by Ray Slattery, Director of Engineering.

2. Approve the Bid for Dodge City Fire Department AirPacks. Report by Ryan Reid, Director of Administration.
3. Approval to Purchase 400 new Water Meters for Utilities Department. Report by Corey Keller, Public Works Director.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, March 18, 2024

7:00 p.m.

MEETING # 5275

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CALL TO ORDER

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

INVOCATION BY Father Wesley Schawe of Cathedral of Our Lady of Guadalupe Church

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Chuck Taylor moved to add the Cereal Malt Beverage license application for Provecho Mexican BBQ, 202 E Frontview Drive to the consent calendar.

Commissioner Daniel Pogue made a motion to approve the agenda with the addition of the cereal malt beverage application to the consent calendar. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

City Manager Nick Hernandez presented the 2nd place certificate award which was awarded to the Engage Dodge team for the 2024 National League of Cities Cultural Diversity. The city of Dodge City was recognized at the NLC Congressional City Conference which was held in Washington D.C on March 11 for the leadership in promoting inclusivity and diversity as a core value of our city. 2nd place was awarded to the city population of 50,000 and under.

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).

Nicki Nagel citizen of Dodge City addressed concerns about the advisory board appointments for the Dodge City Public Library.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 4, 2024.
2. Appropriation, Ordinance No. 7, March 1, 2024.
3. Cereal Malt Beverage License: Provecho Mexican BBQ, 202 E Frontview

Commissioner Michael Burns made a motion to accept the consent calendar as amended. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2024-04: A Resolution of the governing body of the City of Dodge City, Kansas requesting the Board of County Commissioners of Ford County, Kansas make a finding for the annexation certain land pursuant to K.S.A.-12-520C(a)(3) was approved on a motion by Commissioner Michael Burns. Commissioner Daniel Pogue seconded the motion. The motion carried unanimously.

Resolution No. 2024-04: A Resolution establishing fees and rates for Water Utility Services for the City of Dodge City was approved on a motion by Commissioner Jeff Reinert. Commissioner Daniel Pogue seconded the motion. motion carried unanimously.

Resolution No. 2024-05: A Resolution establishing fees and rates for Sanitary Sewer Service for the City of Dodge City was approved on a motion by Commissioner Jeff Reinert. Commissioner Daniel Pogue seconded the motion. motion carried unanimously.

Resolution No. 2024-06: A Resolution establishing fees and rates for Solid Waste Collection Service in the City of Dodge City was approved on a motion by Commissioner Jeff Reinert. Commissioner Daniel Pogue seconded the motion. motion carried unanimously.

Resolution No. 2024-07: A Resolution establishing fees and rates for Storm Water Utility Service for the City of Dodge City was approved on a motion by Commissioner Jeff Reinert. Commissioner Daniel Pogue seconded the motion. motion carried unanimously.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Michael Burns moved to approve Change Order (CO) #1 to complete additional patching for southbound 14th Avenue Bridge in the amount of \$74,990. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.
2. Commissioner Michael Burns moved to approve to purchase of a Lenco Bear Cat Emergency Rescue Vehicle from LENCO Armored Vehicles in the amount of \$377,130 for Dodge City Police Department. Commissioner Daniel Pogue seconded the motion. The motion carried unanimously.

3. Commissioner Michael Burns made a motion to approve the appointments of the following Advisory Board and Commission Appointments:

AIRPORT ADVISORY BOARD- Reappointment of ReaAnna Bolmer, Reappointment of Aaron Johnson and Appointment of Cathy Heikes.

BUILDING BOARD OF APPEALS- Reappointment of Winston Hines, Reappointment of Leonard Brockleman, Reappointment of Mikee Weber, and Reappointment of Eli Coole.

CONVENTION & VISITOR BUREAU -Reappointment of Beth Rhoten.

CULTURAL RELATIONS ADVISORY BOARD- Appointment of Susan Finley and the Appointment of Yarisel Sanchez.

DODGE CITY PLANNING COMMISSION- Reappointment of Laura Mead, appointment of Alba Gutierrez-Ortiz, and appointment of Jose Luis Garcia.

GOLF ADVISORY BOARD- Reappointment of Jacob Ripple.

HISTORIC LANDMARK COMMISSION- Reappointment of Natalie Cox, Reappointment of Darleen Clifton, and Reappointment of Doug Austen.

Commissioner Jeff Reinert seconded the motion. The motion carried 4 -0 with Commissioner Rick Sowers voting nay.

4. Commissioner Daniel Pogue made a motion to approve to purchase an EZ-Liner Paint Striper for Public Works Street Department. in the amount of \$109,925 from Ez-Liner. Commissioner Michael Burns seconded the motion. The motion carried unanimously.
5. Commissioner Jeff Reinert made a motion to approve to purchase a new Emco Style Trash Truck from TriVista and Southwestern Equipment in the amount of \$236,300 to be utilized by the Sanitation Department. Commissioner Michael Burns seconded the motion. The motion carried unanimously.
6. Commissioner Michael Burns made a motion to approve the agreement with Baker Tilly in the amount not to exceed \$196,000 to provide Comprehensive Prevailing Wage & Apprenticeship Compliance Management to preserve and maximize IRA22 Credit. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Michael Burns made a motion to adjourn the meeting. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.

ATTEST:

City Clerk

Mayor



Memorandum

To: City Manager, City Commissioners
From: Madison Benham, Housing Coordinator, Economic Development
Date: 04/01/2024
Subject: CDBG Bid Approval
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the attached bid from L.R. Lee Contracting for the renovation of 1001 Kelley Avenue, for the Community Development Block Grant through the Kansas Department of Commerce in the amount of \$23,468.

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

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

On March 7, 2024, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1001 Kelley Avenue. On March 27, 2024, the City of Dodge City received a bid from L.R. Lee Contracting.

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

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: Bids



P.O. Box 997
1200 13th Ave
Dodge City Ks, 67801
Phone #: 620-227-6683
Toll Free #: 866-354-6683
Fax #: 620-227-6689

March 20, 2024

Bid,
Richard Lewis 1001 Kelly Dodge City Ks.
Material and labor as noted below.

1. Sewer scope & labor to locate damage, No work. **\$ 675.00**
 2. Dig damage area, max 8' repair, cost + not to exceed **\$ 3,000.00**
2-A- If several areas are damaged, and full line replacement is required. **\$ 6,500.00**
 5. Siding 8 pcs 16' remove and replace areas and paint. **\$ 1,135.00**
 6. Electrical covers 2 ea. **\$ 90.00**
 7. Replace 2 steps and 5' of sidewalk that slope towards the house, set handrail. **\$ 1,402.00**
 8. Replace porch ceiling light. **\$ 80.00**
 10. Upgrade elec to 100 amp service. **\$ 650.00**
 11. Cover plate missing in basement. **\$ 40.00**
 12. Install 4 smoke alarms and 1 CO2& smoke detectors, Battery style. **\$ 250.00**
 15. Bathroom install 5' stepin shower, new plumb value, lines, remove vanity and reset same, pull wall panel by shower and reset, paint walls. **\$ 7,087.00**
 18. Egress window, install, finish sheetrock on interior and paint that wall. **\$ 4,200.00**
 19. Attic insulation, 1 area 17' x 24' upgrade to R 38. **\$ 859.00**
- Cost LSWP & insp, \$ 500.00**

Authorized signature: 
Leon R Lee.

Note: This estimate may be withdrawn, if not accepted within **5 days**.
Acceptance of this Estimate, sign and date

Date: _____ Signature: _____

****Payment in full, to be made upon completion of work.****

Late payment will be charged interest of 2% per month, 24% per Annum 30 days after completion

Bid Tabulation

App. # A.65
Name Richard Lewis

Address 1001 Kelley
Phone 620-855-0384

Sewer

1	Homeowner states sewer has a break. Camera sewer
2	Allowance for sewer work
3	
4	

Exterior

5	Siding on house, replace where needed.
6	Receptacles on south and west sides need weather proof cover replaced.
7	Porch steps need replaced.
8	Porch light needs cover.
9	

Electrical

10	Upgrade service - minimum 100 amp main disconnect
11	Cover plates downstairs need replaced.
12	Combination fire alarms need added downstairs and in bedrooms.
13	
14	

Bathroom

15	Replace shower with more accessible option.
16	Move plumbing fixtures in shower.
17	

Other

18	Egress window in basement bedroom.
19	Existing blow in insulation is uneven. Add insulation to R38.
20	

21	
22	

23	
24	

25	
26	
27	

other:

27	
28	
29	

Subtotal:

Cost of LSWP and Clearence



Memorandum

To: City Manager, City Commissioners
From: Madison Benham, Housing Coordinator, Economic Development
Date: 04/01/2024
Subject: CDBG Bid Approval
Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the attached bid from L.R. Lee Contracting for the renovation of 1212 Longbranch Road, for the Community Development Block Grant through the Kansas Department of Commerce in the amount of \$24,837.

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

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

On March 7, 2024, all contractors on the approved bidders list received a bid specification and proposal form for the renovations at 1212 Longbranch Road. On March 27, 2024, the City of Dodge City received a bid from L.R. Lee Contracting.

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

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: Bids

March 20, 2024

Bid, CBDG

Kyla Olivarez 1212 Longbranch Dodge City Ks.

Material and labor as noted below.

Kitchen

1. Cabinets countertop, sink faucet garbage disposal and plumbing required.
 - Cabinet & top **material only** allowance \$ 3808.00,
 - Sink, faucet, garbage disposal **material only** allowance \$ 419.00
 - Sheetrock, pull and reset some for electrical, finish walls and ceiling, paint complete room, material and labor. \$ 1,121.00

Total allowances and labor, \$ 9,280.00

Kitchen 2 - 3 & Electric 4. \$ 636.00

Victor Ruiz Electric.

4. Door jamb, trim and paint. **\$ 200.00**

Exterior

1. Porch rail. **\$ 250.00**
2. Garage door adjustment & new opener. **\$ 800.00**
2. Alternate, If door requires replacement, \$ 3,082.00 (Do not think this is needed.)
Superior, Gene Kirby

Electrical

1. Fire alarms 3ea Battery operable. **\$ 120.00**
2. Smoke & CO 2, 2ea Battery operable. **\$ 100.00**
3. Replace missing cover plates. **\$ 40.00**
4. Victor Ruiz, included above

HVAC Equipment

- Recommended replacement by Foster Frigeration,
1&2 Replacement **\$ 10,750.00**
3. Included in replacement cost.

Plumbing

1. Garage pipes. **\$ 230.00**
2. Water heater parts & labor. **\$ 240.00**

Insulation

1. Attic Insulation, **\$ 1,691.00**

Cost LSWP, \$ 500.00 Door Jamb & old cabinet demo. (this may not be needed all demo has been completed by owner)

Authorized signature: 

Leon R Lee.

Note: This estimate may be withdrawn, if not accepted within **5 days.**

Acceptance of this Estimate, sign and date

Date: _____ Signature: _____

Payment in full, to be made upon completion of work.

Late payment will be charged interest of 2% per month, 24% per Annum 30 days after completion

Bid Tabulation

App. # A.53
 Name Kyla Olivarez

Address 1212 Longbranch
 Phone 620-253-6274

Kitchen

1	Finish work in kitchen -drywall, cabinets, electrical, & finish
2	Add 1- 6" LED in ceiling
3	GFCI receptacles and microwave on individual circuits
4	New 32" heater in existing door way
5	

Exterior

1	Porch needs new railing
2	Garage door needs attention. Operator needs replaced.
3	
4	
5	

Electrical

1	New fire alarms needed in bedrooms, outside bedrooms, and downstairs.
2	One on each floor needs to be a combination smoke/CO2
3	Replace missing cover plates where needed
4	Add appropriate circuits to existing panel
5	

HVAC Equipment

1	Furnace not working properly. Service/Clean equipment. Replace if needed.
2	A/C not working properly. Service/Clean equipment. Replace if needed.
3	Flue from furnace needs replaced in attic and through roof.

Plumbing

1	Garage pipes freeze. Remove plywood floor and insulate.
2	Water heater seems good. Replumb hot and cold. Replace PRV

Insulation

1	Existing insulation in attic is thin. Add bats or blown-in to R38.
2	

22	
23	

24	
25	
26	

other:

27	
28	
29	

Subtotal:

Cost of LSWP and Clearance



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 03/27/24
Subject: RHID
Agenda Item: Resolution No. 2024-08

Recommendation: Staff recommends adoption of Resolution 2024-08, which permits the submittal of a proposed Rural Housing Incentive District (RHID) to the Kansas Secretary of Commerce for approval.

Background: In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The RHID was identified as one of those programs. The program has captured the attention of several developers, locally and statewide. In 2022, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide the incentive needed to entice developers to and in our community.

Justification: Housing continues to be a constant challenge in the Dodge City area. Establishment of the RHID is necessary in order to address the City's critical housing shortage.

Financial Considerations: None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

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

Legal Considerations: None

Attachments: Resolution No. 2024-08

RESOLUTION NO. 2024-08

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF DODGE CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and,

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and,

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and,

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and,

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and,

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848 and therefore constitutes a city as said term is defined in the Act; and,

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated June 2022 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and,

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations recited in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A*, attached hereto, and shown on the maps depicting the existing parcels of land contained in *Exhibit B*, attached hereto (the “District”).

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the Secretary’s review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Approved this 1st day of April 2024 and signed by the Mayor.

Mayor

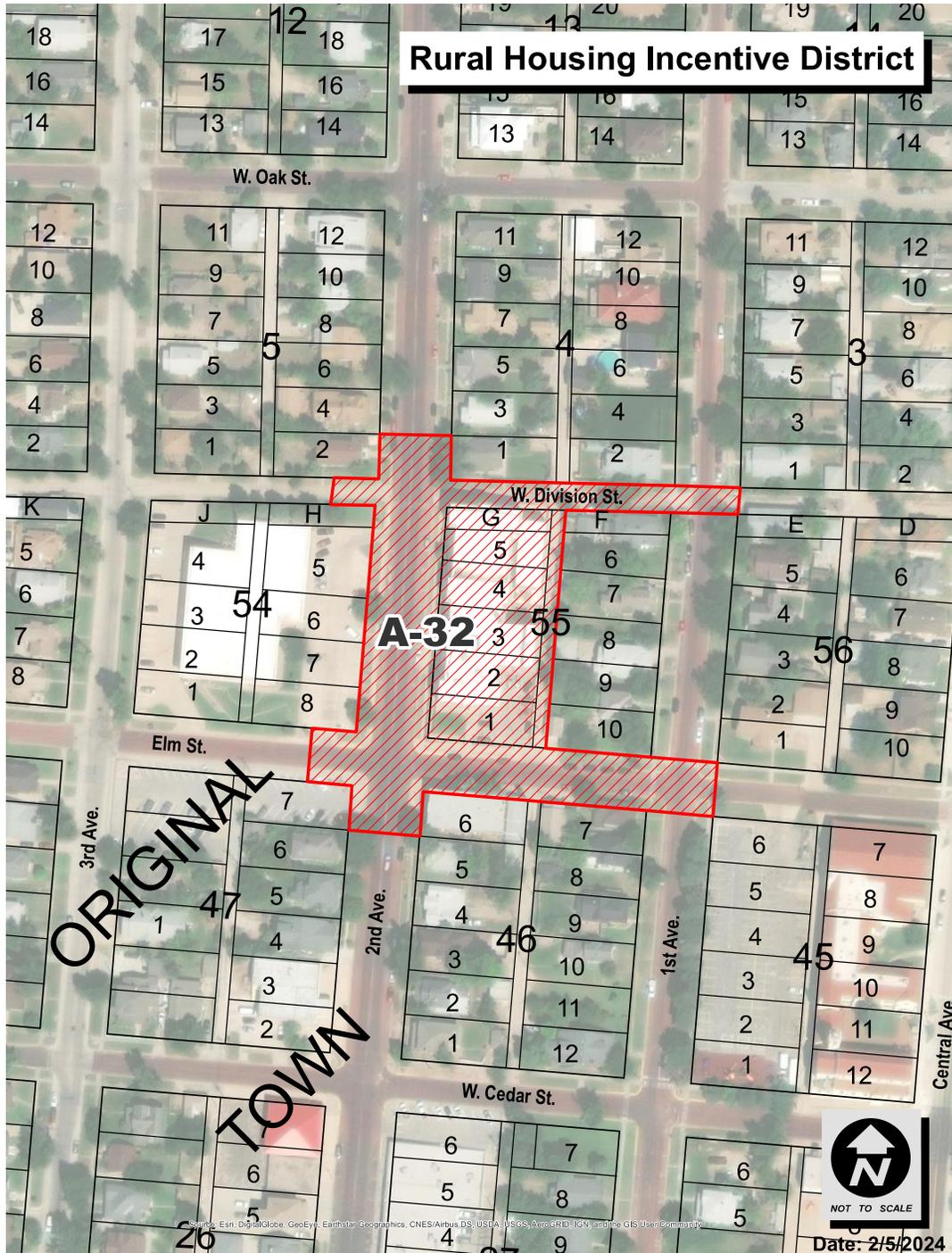
ATTEST:

City Clerk

Resolution No. 2024-08
Exhibit A

Beginning at the intersection of the North right-of-way line of W. Division Street and the West right-of-way line of Second Avenue; thence north along said West line of Second Avenue a distance 50 feet; thence east to a point on the East right-of-way line Second Avenue that is 50 feet north of the North right-of-way line of W. Division Street; thence south along said East line of Second Avenue to North right-of-way line of W. Division Street; thence east along said North line of W. Division Street extended to the East right-of-way line of First Avenue; thence south to the intersection of the East right-of-way line of First Avenue and the South right-of-way line of W. Division Street; thence west along said South line of W. Division Street to the East right-of-way line of the alley in Block 55, Original Town; thence south along said East line of alley to the North right-of-way line of W. Elm Street; thence east along said North line of W. Elm Street extended to the East right-of-way line of First Avenue; thence south to the intersection of the East right-of-way line of First Avenue and the South right-of-way line of W. Elm Street; thence west along said South line of W. Elm Street to the East right-of-way line of Second Avenue; thence south along said East line of Second Avenue a distance of 50 feet; thence west to a point on the West right-of-way line of Second Avenue that is 50 feet south of the South right-of-way line of W. Elm Street; thence north along said West line of Second Avenue to the South right-of-way line of W. Elm Street; thence west along said South line of W. Elm Street a distance of 50 feet; thence north to a point on the North right-of-way line of W. Elm Street that is 50 feet west of the West right-of-way line of Second Avenue; thence east along said North line of W. Elm Street to the West right-of-way line of Second Avenue; thence north along said West line of Second Avenue to the South right-of-way line of W. Division Street; thence west along said South line of W. Division street a distance of 50 feet; thence north to a point on the North right-of-way line of W. Division Street that is 50 feet west of the West right-of-way line of Second Avenue; thence east along said North line of W. Division Street to the West right-of-way line of Second Avenue and the Point of Beginning.

Resolution No. 2024-08
Exhibit B





Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: April 1, 2024

Subject: Approve Sales Agreement with Smith & Loveless, Inc. for Boto Lift Station Upgrades, United Village Subdivision – PL 2204

Agenda Item: New Business

Purpose: The existing Boto Lift Station needs to be upgraded to handle the additional sanitary sewer flow from the United Village Subdivision.

Recommendation: Approve the Sales Agreement with Smith & Loveless, Inc. for the necessary upgrades to the Boto Lift Station in the amount of \$34,045.00.

Background: The sanitary sewer from the eastern “half” of the United Village Subdivision is planned to connect to the existing sanitary sewer line that was installed with the Boto Subdivision in the late ‘70’s. There is a Lift Station that pumps the sanitary sewer from this addition to the City’s gravity system north of McArtor Rd. The existing lift station is sized to handle full development of the Boto Subdivision and the businesses along S. 2nd Ave. from McArtor Rd. south. However, with the addition of “half” of the United Village Subdivision to the lift station, the station needed to be upgraded to increase capacity. The upgrades will include the replacement of the two existing motors and pumps along with some other miscellaneous components. The upgrade parts and components had to be sole sources as the existing lift station is from Smith & Loveless, Inc. Therefore, the upgrade parts needed to come from Smith & Loveless, Inc. The lead time for these parts is 10-12 weeks. Jacobs staff will perform the installation of the motors, pumps, and other necessary components. The station will be able to be kept in service for most of the upgrades. If the station needs to be taken offline, There is capacity in the wet well and the Vac Truck will be available to transfer sewer from the wet well.

City Commission Options:

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

Financial Considerations: Sales Agreement amount is \$34,045.00. This upgrade has been calculated into the RHID reimbursement estimate prior to the development being approved.

Amount \$: \$34,045.00

Fund: 45930300-442008

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: Terms of the Sales Agreement.

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

Attachments: Smith & Loveless, Inc. Sales Agreement

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Smith & Loveless, Inc.

SALES AGREEMENT

Date: March 21, 2024
Project: Dodge City, KS (Bodo LS)
Inq #: WA-34506
Rev. 01
Existing S&L SN: 15-2049

Customer Contact:
Customer Phone:
Customer Email:

Your local Smith & Loveless Representative Contact Information:

Salesperson & Contact Phone: Joe Augustyn (816) 388-7440
Representative Company: Ray Lindsey
Representative Email: jaugustyn@raylindsey.com

Scope of Equipment: **Two (2) SMITH & LOVELESS® Model 4B2B STAR ONE® Vacuum Primed rotating assemblies.**

- 2.0 HP, 900 RPM, 3/60/230-volt ODP motor.
- The pump motor shall be Inverter Ready.
- Impeller trimmed to 8-1/2" for 250 GPM @ 15.25' TDH.
- The rotating assembly includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, and impeller.
- Electrode vacuum priming system, with 6" electrode.
- Includes motor starters and overload coils for the 2HP motors, to be installed in existing control panel by others.
- Includes touch-up paint kit and installation hardware for attaching the motor adapter to the volute.

Price (includes freight): **\$34,045**

-MORE-



Smith & Loveless, Inc.

Page: 2 of 4
Inq: WA-34506
Rev. 01
SN: 15-2049
Location: Dodge City, KS (Bodo LS)

SHIPMENT: Manufacturing completion is Estimated at 10-12 Weeks from approved submittals.
SUBMITTALS: Submittal Data, if required, is estimated 4-6 Weeks after receipt of complete details at Seller's factory.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department.
TIME FRAME: Quote is good for 30 days.
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation.

Agreed to this ___ day of ____, 202_. Lenexa, KS. Agreed to this ___1st day of April ____, 2024 at Dodge City, KS.

BUYER

SMITH & LOVELESS, INC.

By: _____
PRINT NAME

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY, STATE, ZIP

PHONE

By: _____
AUTHORIZED SIGNATURE

Is this purchase tax exempt? ___ Yes ___ No
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.



Smith & Loveless, Inc.

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
 - B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
 - C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
 - D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
 - E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
 - F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.
2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.



Smith & Loveless, Inc.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
10. SEVERABILITY - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.
14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.



Memorandum

To: City Commission
From: Ryan Reid, Director of Administrative Services
Date: 2024 03 27
Subject: Bids for DCFD AirPacks
Agenda Item: New Business

Purpose: To begin the process of replacing the current airpacks due to systems failure. The manufacturer has abandoned the line and repairs are becoming very slow and parts are running out. Airpacks are the most important single piece of personal protective equipment that firefighters have.

Recommendation: Approve purchase of MES bid for \$134,792 for ten Airpacks and associated equipment.

Background: Staff opened bids and received bids for this project MES is not the low bid but they are recommended due to service and repair considerations.

City Commission Options:

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

Financial Considerations:

Amount: \$134,792

Fund: 14022100 441005

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Ongoing Improvement, Working Towards Excellence

Attachments: Bid tab

Approved for the Agenda by:

Ryan T. Reid, Director of Administrative Services

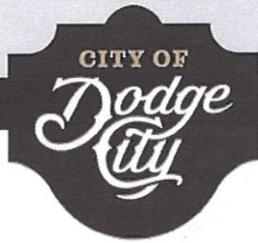
Bid Tab

Airpacks

<u>Bidder</u>		<u>Cost Each</u>	<u>Notes</u>
Tech International	\$	137,382.00	Scott
Conrad Fire	\$	110,367.00	MSA
MES	\$	134,792.00	Scott. Best option for reliability and repairs/service
Weis	\$	104,738.00	DR
Weis	\$	107,434.00	



Scott Air-Pack X2 PRO SCBA



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: March 27, 2024
Subject: Purchase Neptune Water Meters
Agenda Item: New Business

Purpose: The purpose of this purchase is to replenish the Water Departments stock of 5/8", 3/4", and 1 inch meters.

Recommendation: To approve the purchase of 400 new water meters from Municipal Supply in the amount of \$139,900.00. This is a sole source purchase Municipal Supply is the only supplier of Neptune meters.

Background: This purchase is for 100 5/8" meters, 200 3/4" meters, and 100 1 inch meters. The 3/4" meters will be utilized on newly constructed homes. The 1 inch and 5/8" meters will be utilized to replace existing meters throughout the systems. The estimated ship date on these meters is October. To ensure that we receive the meters as soon as possible or the soonest that the can be delivered staff recommends ordering them now.

City Commission Options:

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

Financial Considerations: This purchase is budgeted and there is \$250,000.00 budgeted for these types of purchases for FY24.

Water Fund 51041000-430004

Legal Considerations: None

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

Attachments: None

Approved for the Agenda by:



Corey Keller, Public Works Director