

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Monday, May 20, 2024

7:00 p.m.

MEETING # 5281

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

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

National Public Works Week Proclamation

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 20, 2024.
2. Appropriation, Ordinance No.13, June 3, 2024.
3. Cereal Malt Beverage License:

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Name the Theater in the Historic Sante Fe Depot after Don Steele. Report by Megan Welch, Director of Convention and Visitors Bureau.
2. Approval to Purchase a Direct-Fired Thermal Oxidizer with Heat Exchanger. Report by Tanner Rutschman, City Engineer.
3. Approval of Quote for a Spare Vacuum Compressor for Warrior Biogas Project. Report by Ray Slattery, Director of Engineering.
4. Approve Change Order #2 for Southbound 14th Avenue Bridge Repairs. Report by Ray Slattery, Director of Engineering.
5. Approval of a Five-Year Term Lease Agreement for a 2023 John Deere 6r 130 Tractor. Report by Corey Keller, Director of Public Works.
6. Approve the Quote to Purchase Soft Starts for a VFD's Wells #6, 7, and 9. Report by Corey Keller, Director of Public Works.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Chuck Taylor, Mayor of the City of Dodge City, do hereby proclaim the week of May 19 through May 25, 2024 as

“NATIONAL PUBLIC WORKS WEEK”

in the City of Dodge City, and I call 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.

Given under my hand and the Seal of the City of Dodge City this 20th day of May 2024.

Chuck Taylor, Mayor

Attest

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Monday, May 6, 2024

7:00 p.m.

MEETING # 5279

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

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

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

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CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Brian Vanarsdale of First Christian Church

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Chuck Taylor moved to revise the agenda removing item number one from New Business; approval to name the Theater in the Historic Santa Fe Depot, and adding and replacing item #1 under New Business with the approval of an agreement with Trane for the design and implementation of a new chiller system for the Santa Fe Depot. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

Mayor, Chuck Taylor of Dodge City, proclaimed the month of May 2024 as Building Safety Month and encouraged our citizens to join in participating in Building Safety Month activities.

Megan Welch, Director of Convention and Visitors Bureau read the National Train Day Proclamation. Mayor Chuck Taylor proclaimed May 11, 2024 as National Train Day.

Megan Welch, Director of Convention and Visitors Bureau read the National Travel Tourism Week Proclamation. Mayor Chuck Taylor proclaimed May 19 - 25, 2024 as National Travel Tourism Week and urged all citizens to join in on the special observance with appropriate events and activities.

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 invited the commissioners and the public to a motorcycle state rally event to be held here in Dodge City from May 31 – June 2, 2024 at Wright Park. There will be games, rides, and other activities. This is a family friendly event; all are welcome to come.

Jan Scoggins a Dodge City resident voiced her concern about the downtown street scape renovation. She asked the city to consider putting in some electric charging stations for the visitors that come in to Dodge City.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 6, 2024.
2. Appropriation, Ordinance No.12, May 20, 2024.
3. Cereal Malt Beverage License:
 - a. Love's Travel Stops, 2505 East Trail Street.
4. Approval of the Agreement for Water Service at 2365 Frontview Road.
5. Approval of the Grant Extension Request Letter for the Community Development Block Grant.
6. Approval of Bid for Renovation at 1107 W. Beeson Road for the Community Development Block Grant.

Commissioner Daniel Pogue moved to approve the agenda as presented. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Michael Burns moved to approve the agreement with Trane in the amount not to exceed \$396,552.32 for the design and implementation of a new chiller system for the Santa Fe Depot. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

2. Commissioner Daniel Pogue moved to approve the bid from Lewis Chevrolet in the amount of \$48,708 for a new Animal Control Vehicle. Commissioner Jeff Reinert seconded the motion. The motion carried unanimously.

3. Commissioner Jeff Reinert moved to approve the bid from APAC of Kansas in the amount of \$993,277.50 for the Mill and Inlay on Trail Street. Commissioner Daniel Pogue seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk



Memorandum

To: City Commission

From: Depot Theater Board President, Mike Salem, Depot Theater Member Amanda and Depot Theater Board Member, Lewis Mize, Assistant City Manager, Melissa McCoy and Dodge City Convention and Visitors Bureau Director, Megan Welsh

Date: May 6, 2024

Subject: Approval to name the theater in the Historic Santa Fe Depot after Don Steele

Agenda Item: New Business

Purpose: Name the theater located in the Historic Santa Fe Depot after Don Steele, who has been transformational for the performing arts in Dodge City and Southwest Kansas.

Recommendation: Approve the request from Depot Theater members and City staff to name the theater in the Historic Santa Fe Depot, the *Don Steele Theater at the Historic Santa Fe Depot* after Depot Theater founder and original Artistic Director, Don Steele.

Background: Don Steele is a pillar of Dodge City and the Arts community within Dodge City, leaving an indelible mark on both the arts community and the city itself. With a profound commitment to preserving the rich tapestry of arts and history in our region, Don laid the cornerstone of his legacy over four decades ago when he founded the Boot Hill Repertory Company at Boot Hill Museum. His original compositions and writings, woven into the fabric of the Boot Hill Variety Show, serve as enduring testaments to his creative vision. From these modest beginnings, Don's relentless dedication and visionary leadership propelled the evolution of the Depot Theater into what it is today. Through tireless fundraising endeavors and his iconic "One Brick at a Time" campaign, the Historic Santa Fe Depot has been transformed into a premier performing arts venue, enriching the cultural landscape of Southwest Kansas. Don's boundless passion and unwavering commitment to fostering artistic expression have always been fueled by a deep love for our community. Naming the theater space as the Don Steele Theater at the Historic Santa Fe Depot stands as a fitting tribute to his unparalleled legacy and his profound impact on Dodge City and the broader arts community.

City Commission Options:

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

Financial Considerations: There are no financial considerations.

Legal Considerations: This request complies with the City of Dodge City Memorial/Dedication Policy.

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

Attachments:

Depot Theater Board Member Request
Proposed Plaque Text

Approved for the Agenda by:



Melissa R. McCoy
Assistant City Manager

*City of Dodge City Commission and City Manager, Nickolaus J. Hernandez
806 N. 2nd Avenue
Dodge City, KS. 67801*

*Dear Mayor Chuck Taylor, Members of the City Commission and City Manager, Nickolaus J. Hernandez:
As citizens of Dodge City and devoted board members of the Depot Theater, we are reaching out to you with admiration for the profound impact of theater on our community. Currently serving on the committee for*

the 40th-anniversary celebration of the Boot Hill Repertory Company/Homestead/Depot Theater (Company), we are compelled to honor an individual whose dedication has been instrumental in shaping our theatrical landscape: Don Steele.

Throughout the past four decades, Don Steele has been the heartbeat of theater in Dodge City. His unwavering commitment and visionary leadership have been the cornerstone of our journey from the humble beginnings of Boot Hill Repertory Company at the Boot Hill Museum to the Santa Fe Depot, which we cherish today.

Don's tireless efforts, epitomized by his "One Brick at a Time" rallying cry, have not only laid the foundation for our theater's physical existence but have also nurtured a vibrant artistic community. His founding of the Boot Hill Repertory Company, driven by a passion to satisfy both the artistic hunger of our community's talent and the audience's thirst for live entertainment, sparked a rich legacy that continues to thrive.

From crafting original pieces that remain integral to our repertoire to spearheading fundraising campaigns, Don Steele's imprint on our theater's evolution is indelible. His foresight in transitioning from the Boot Hill Museum to the Homestead Theater, and subsequently to the Santa Fe Depot, reflects his unwavering dedication to expanding access to the arts in Dodge City.

Therefore, it is with deep humility and profound gratitude that we respectfully request your consideration in renaming the theater space inside the Santa Fe Depot as The Don Steele Theater at the Santa Fe Depot. This gesture not only acknowledges his unparalleled contributions but also serves as a testament to his enduring legacy and the profound impact of his dedication on our community.

We thank you sincerely for your time and consideration of this request. Don Steele's selfless devotion to the arts and to Dodge City deserves the highest honor, and we are confident that naming the theater in his honor would be a fitting tribute to his extraordinary legacy.

Sincerely,

Depot Theater Board Member, Lewis Mize, Depot Theater Member, Amanda Mize

Depot Theater Board President, Mike Salem

Proposed Plaque Text:

Don Steele Theater at the Historic Santa Fe Depot

This theater stands as a testament to Don Steele's efforts to provide the City of Dodge City with a space for artists to create and hone their craft "One Brick at a Time."



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: May 20, 2024
Subject: Purchase of a Direct-Fired Thermal Oxidizer from Ship & Shore Environmental, SS2402

Agenda Item: New Business

Purpose: The purchase of this equipment is necessary to replace the existing thermal oxidizer at the Warrior Biogas Facility. This equipment is required for emissions control and the biogas facility will not operate without it.

Recommendation: Approve the proposal from Ship & Shore Environmental to purchase a direct-fired thermal oxidizer with heat exchanger at a total equipment cost of \$586,500.00.

Background: The Warrior Biogas Facility has surpassed six years of operation and has been an invaluable facility for the City over that time. Being a 24/7 operation, some components of the facility have started to see substantial wear. The thermal oxidizer (TOX) is one of those components and without it, the City is unable to operate the facility and produce renewable natural gas. Earlier this spring, the insulation on the existing TOX failed and needed an emergency repair to get it back up and running. During the repair, the contractor brought to staff and Jacob's attention the extensive corrosion that caused the TOX to fail. The contractor was able to perform the repair but could not guarantee how long the repair would last.

Hearing this and seeing the severity of the corrosion, staff requested proposals from four thermal oxidizer companies for a replacement TOX to reduce the risk of an extended plant shutdown. We received three proposals (see attached comparison spreadsheet). In the proposal requests, we provided information on the makeup of our waste gas stream and our operating conditions. We also requested to include provisions to enhance the corrosion resistance of the equipment and a gas-liquid heat exchanger.

The purpose of the heat exchanger is to transfer the heat from the exhaust (1,500°F) to a 500 gpm (720,000 gallons per day or ≈40% of municipal flow) stream of municipal wastewater from 70°F to 100°F. This heated municipal stream will be circulated back to the anaerobic digester to increase the internal temperature closer to the optimal mesophilic range (95°-100°F) for digestion. The municipal wastewater temperature currently ranges from the upper 60s in the winter to the low 80s in the summer months. Operations at these temperatures reduce microbial activity which in turn decreases breakdown of organics and reduces biogas production.

City Commission Options:

1. Approve the Equipment Proposal
2. Disapprove the Proposal

3. Table for further discussion

Financial Considerations:

Amount for Equipment Quote: \$586,500.00

Fund: 52142200 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the proposal from Ship & Shore Environmental, the City will enter an agreement with Ship & Shore Environmental and be responsible to make payments in accordance with the terms and conditions stated in the agreement.

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

Attachments: Proposal for equipment, reference list and a proposal comparison spreadsheet.

Approved for the Agenda by:



Ray Slattery, PE, Dir. of Engineering Services



**Proposal Prepared
for
City of Dodge City
(Dodge City, Kansas)**

6,500 SCFM Direct Fired Thermal Oxidizer

Proposal No. SSE2024-038R4

May 13, 2024



Mr. Tanner Rutschman
City Of Dodge City
100 Chaffin Dr.
Dodge City Kansas 67801

Phone: (620) 471-4620
Email: tannerr@dodgecity.org

Dear Mr. Rutschman,

Ship & Shore Environmental appreciates the opportunity to assist you and the City of Dodge City team on this project. Since the year 2000, we have helped our customers implement clean air solutions and overall plant optimization efforts for their existing and new facilities. Our familiarity with state and local air quality regulations worldwide allows us to design quality clean air systems that keep operations in constant compliance. We have custom engineered and designed the following proposal package for a 6,500 SCFM Ship & Shore Direct Fired Thermal Oxidizer (DFTO) to treat VOC emissions generated from the plant's operations.

Ship & Shore Environmental, Inc. specializes in air pollution capture and control systems for industrial applications with a special emphasis on reducing energy consumption and improving operational efficiency. Collectively, our team of highly trained engineers, fabricators, assemblers, installers, and aftermarket service technicians have accumulated extensive experience over many years in custom designing energy-efficient VOC abatement systems that meet environmental regulations and operate reliably. We have successfully engineered, fabricated, and installed a significant number of DFTOs worldwide and are extremely familiar with the air quality permit requirements.

Our proposed Direct Fired Thermal Oxidizer incorporates innovative design features for exceptional performance. The integrity of our Low-NOx burner meets air quality requirements and industry standards. An ever-growing and expanding service department trained in combustion processes is available 24/7 to help keep equipment running at optimum performance. Upon review of the complete package, please feel free to reach out to the team and we will be more than happy to expand on any points discussed. Thank you again for the opportunity, we look forward to speaking with you soon.

Sincerely,

Anu Vij
Chief Operating Officer
Email: AVij@shipandshore.com

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1.0 PROCESS SUMMARY & THERMAL OXIDIZER DESIGN BASIS

Ship & Shore Environmental understands that each process is unique. Our highly experienced team of engineers design each Ship & Shore Thermal Oxidizer specific to the customer's industry and process information.

The following information (provided by the customer) was used as the basis for the engineering and design of the proposed equipment:

| | |
|---------------------|--------------------|
| Company Name | City of Dodge City |
| Location | Dodge City, Kansas |

Process Summary

The following proposal is for a customized 6,500 SCFM Ship & Shore Direct Fired Thermal Oxidizer (DFTO) tailored for the treatment of volatile organic compounds (VOCs). This highly efficient system has a destruction efficiency of 99%.

The system ensures compliance with the 60 ppmv NO_x requirements on burner firing. With a gas flowrate capacity of 640 SCFM at 180°F and containing 36,000 parts per million by volume (ppm) of Hydrogen Sulfide (H₂S) and 25 vol% of Methane (CH₄). This DFTO is equipped to handle significant volumes of VOCs with the maximum concentration of 531 pounds per hour of VOC at 19,294 btu/lb higher heating value.

The air-to-liquid Heat Exchanger is designed to recover heat from the Direct Fired Thermal Oxidizer exhaust stream at 100°F and 6,500 SCFM temperature and flow respectively to raise the temperature of 500 GPM wastewater stream from 70°F to 100°F, while cooling the air stream from 1,500°F to 482°F. The average heat load of the heat exchanger will be 7.9 MMBtu/Hr (2,315 kW).

Our custom designed and engineered system provides a solution that not only meets but surpasses the environmental challenges faced at the waste treatment facility and will also help create cleaner air and a greener future.

2.0 THERMAL OXIDIZER SPECIFICATIONS

Process Flow: 640 SCFM
Process Temperature: 180°F

| | |
|---|--|
| Thermal Oxidizer | 6,500 SCFM |
| Operating Temperature | 1,600°F |
| Retention Time | 0.5 seconds (nominal) |
| Destruction Efficiency | 99% of VOC or 20 PPMV (whichever is greater) |
| Combustion Blower Motor 480V/3Ph/60Hz TEFC | 7.5 HP |
| Dilution Blower Motor (Main) 480V/3Ph/60Hz TEFC | 20 HP |
| Burner – Low NOx Maximum firing rate Operating with no VOC Operating with VOC | 2 MMBTU/HR 1.08 MMBTU/HR Burner Minimum |
| Utility Requirement Natural gas supply (during start-up) Natural gas usage with no VOC Natural gas usage with VOC Electric power supply Compressed air (-40°F clean/dry - a regenerative desiccant dryer is available as an option) | 1,969 SCFH @ 5 psig 1,065 SCFH @ 5 psig Burner Minimum 480V/3Ph/60Hz 5 SCFM @ 100 psig |

Please note: Main blower is not required because client has a pressure of 5 psig.

Please note: Operating “design criteria” will be confirmed after receipt of order to verify all process conditions have been considered. All specifications are subject to change after receipt of order and engineering design review.

| 3.0 SCOPE OF SUPPLY | Included | Excluded | Options |
|---|-----------------|-----------------|----------------|
| Site Visit by Ship & Shore Engineer (available as an option) | | | X |
| Assistance with Air Quality Permit Application | X | | |
| Oxidizer Destruction Efficiency Rating 99% | X | | |
| Standard Concrete Pad Design Drawing | X | | |
| Oxidizer Exhaust Stack with Test Ports for Source Testing | X | | |
| U.L. Approved Main Control Panel with Appropriate Control Components, and Standard Logic Controls | X | | |
| Pre-Wired TO (available as an option) | | | X |
| Variable Frequency Drive (VFD) with U.L. Control Panel for Dilution Blower (priced separately) | X | | |
| Gas Train for Burner Operation (designed to meet NFPA 86 & FM industry standards) | X | | |
| Valves and Control Components for Oxidizer | X | | |
| Inspection Door | X | | |
| Pre-filter Assembly for TO Inlet (available as an option) | | | X |
| Utilities Supply (gas piping, electric power wiring & conduit, and local disconnects) | | X | |
| Installation on Ground Level Site prepared by others (available as an option) | | | X |
| Start-up and Operator Training (priced separately) | X | | |
| Integrated VPN for Remote Assessment (available as an option) | | | X |
| Freight and Delivery charges (including crane, crane operator, and rental equipment required for loading and unloading at delivery and during installation) | | X | |
| Third Party Compliance Test | | X | |
| Operating Manual (CD) | X | | |
| VOC Collection System Ducting & Dampers (available as an option) | | | X |
| Roof and Wall Penetrations | | X | |

4.0 PRICING

| | |
|--|---------------------|
| 6,500 SCFM Ship & Shore Direct Fired Thermal Oxidizer | \$375,000.00 |
| VFD (Variable Frequency Drive) for DFTO Dilution Blower | \$ 19,500.00 |
| Internal Coating | \$ 39,000.00 |
| <i>Coating includes DFTO and the stack.</i> | |
| Heat Exchanger | \$ 99,000.00 |
| <i>A Tubular Type Heat Exchanger is provided with S31603 materials and transition ducting to connect the Thermal Oxidizer's exhaust with the Heat Exchanger.</i> | |
| Stack Insulation (20ft) | \$ 29,000.00 |
| Start-up of TO & Operator Training | \$ 25,000.00 |

VALUE ADDED SERVICES - Included at No Charge

- ✓ **Air Quality Permit Assistance**
- ✓ **Design Drawing for Concrete Pad**

OPTIONS – Pricing Available Upon Request

Engineering Design of VOC Collection System

Supply & Installation of VOC Collection System

Weatherization Package

Integrated VPN for Remote Assessment of TO (\$7,500.00)

Pre-filter Assembly for TO Inlet (if required)

Pre-Wired Unit for Minimal Electrical Field Work (\$27,500.00)

Installation of Oxidizer System (site preparation by others)

Preventive Maintenance Service Package

Please note that service of TO by unauthorized personnel will void warranty

PLEASE NOTE:

- 1) All prices are given in US Dollars net, f.o.b. Signal Hill, California.
- 2) This proposal is valid for a period of 30 days. Purchase orders received after 30 days are subject to acceptance after evaluation of any material price changes, etc. Due to the rapidly changing cost of raw steel, materials, components, and transportation costs, the seller reserves the right to amend pricing at time of order. Major components are subject to price increase unless order is secured.
- 3) Upon receipt of order, Ship & Shore Environmental shall finalize and confirm the selected Scope of Supply and Pricing by written Order Acknowledgement.
- 4) Ship & Shore responsibility shall not extend beyond the defined scope of this proposal. If it becomes necessary to perform work outside the scope of supply, Ship & Shore shall first notify the customer of additional costs to get approval before proceeding. For Saturday, Sunday or Holiday works extra charges apply.
- 5) Ship & Shore Environmental team shall assist customer with coordination of shipment by common carrier. A transportation handling fee for labor and expenses incurred by S&SE to assist with coordination of shipment and delivery will be invoiced according to the attached "customer billing rates" and "warranty, terms and conditions of sale."
- 6) All Ship & Shore units must be annually serviced by authorized S&SE personnel only. The use of 3rd party service companies will result in a void of warranty.

5.0 STANDARD TERMS OF PAYMENT

| | |
|---|-----|
| Due with purchase order | 20% |
| Due upon submission of approval drawings | 25% |
| Due upon start of major fabrication | 25% |
| Due when equipment is ready for shipment | 25% |
| Due upon completion of start-up (not to exceed 60 days after ready to ship) | 5% |

Please note, payments are due upon presentation of invoice (net 0). Upon commencement of the project payment terms and project schedule shall be confirmed by written order acknowledgement.

6.0 DELIVERY

In 2 Weeks from receipt of the purchase order and initial payment, our Ship & Shore engineering team will provide the customer with finalized Engineering Documents and Submittals.

Shipment of the equipment described above can be accomplished within 28 Weeks after receipt of the customer approval of the Engineering Submittals. Upon communication with Ship & Shore team, a shorter lead time may be available with possibility of expediting fees. We will consult with you at all phases of the project.

7.0 THERMAL OXIDIZER DESIGN AND ENGINEERING

In the design and engineering phase our project engineer can visit the site and observe the process and production practices, meet with you, production, and maintenance personnel to become familiar with your operation and your requirements.

The complete engineering and manufacturing will begin on the project after receipt of equipment purchase order and initial payment. In this phase, details of the equipment are completed and final sizes for the fans, ducts and controls are completed. Manufacturing of the equipment begins as soon as the details are complete. Each stage is confirmed in the detailed engineering process. Our normal scope of supply for this phase of the project includes:

- Design of oxidizer, burner, and stack.
- Provide a detailed process diagram with flows and emissions as provided and projected.
- Sizing and calculation of utility requirements such as natural gas, electrical power, compressed air.
- General piping and instrumentation diagram as well as electrical schematic upon completion of engineering.



All Ship & Shore oxidizers are fabricated in-house

8.0 THERMAL OXIDIZER DESCRIPTION

A Thermal Oxidizer consists of a chamber that is lined with an insulating high temperature ceramic fiber, and a burner which maintains a preset operating temperature.

The combustion chamber section in this case operates at about 1400-1500°F. The oxidizer will be fabricated from 3/16 in. thick A36 plate with structural steel stiffeners, as required. A structural steel frame engineered to exceed Zone 4 seismic conditions will support the unit.

The combustion chamber will be insulated with ceramic fiber insulation modules. This insulation provides a durable lightweight insulation system for long life and low heat loss. The modules will be coated with a rigidizer to prevent ceramic fiber insulation from flaking off (due to air velocity) or flying out of the exhaust stack.

There are adequate inspection doors on the unit for ease of maintenance and visual inspection, which is part of our standard design and not common in the industry.

The oxidizer stack will be constructed from 3/16 in. thick carbon steel plate internally insulated and provided with a dilution air stack to reduce the exhaust temperature from 1400°F to 600-700°F. Stack height is regulated by local building codes and is traditionally (10) ten feet above the building height.

All fabricated parts and assemblies will be cleaned and painted with an industrial primer and a finish coat for outdoor service.

The footprint for the complete assembly, as well as other equipment, will be firmly determined once the engineering of the project begins.

BURNER AND GAS TRAIN

The burner for the oxidizer will be manufactured by Honeywell (or equal). It will be equipped with a double block bleed gas train complete with pressure regulators, high/low gas pressure switches, etc. to meet NFPA 86 & FM industry standards.

BLOWER

The blowers will be manufactured by Twin City Fan and Blower Co. (or equal) and are a backward curved fan complete with flanged inlet and outlet, shaft and bearing guard, v-belt drive with guard (or direct drive), and TEFC electric motor.

CONTROLS

U.L. Approved Main Control Panel & Power Panel complete with appropriate control components, safety disconnect switch, main circuit breaker, control transformer, motor starters, fuses, PLC, HMI with digital data feature, push buttons, selector switches, pilot lights, etc. The control panel will be suitable for indoor installation in a non-hazardous location. A junction box will be mounted at the oxidizer for local instrument terminal tie-in.

Ship & Shore standard PLCs are Siemens (Ship & Shore TOs are compatible with all PLC brands as requested). PLC program is designed to provide for ease of use by operator. Start-up/shut down instruction screen and interactive troubleshooting provide real time information that is easy to read and understand.

An integrated VPN is available as an option to allow for remote "real time" assessment by S&SE engineers and technicians of TO operation, alarms, temperatures, etc. The VPN requires one single Ethernet connection (Ethernet connection cable and Internet service is by customer) to enable assessment feature.

To reduce field wiring at installation, the TO sub-assembly components and instrumentation will be pre-wired during fabrication and supplied with a distributed I/O system. The "remote panel" requires two pairs of wires and an Ethernet cable from the "Main Control Panel". Pricing for a pre-wired system is available as an option. A pre-wired system allows for no additional electrical field work and reduces the time allocated for start-up & installation of the unit.

PAINTING

All fabricated parts and assemblies of the TO will be cleaned and painted with an industrial primer and finish coat for outdoor service (color selection chart will be provided to customer).

9.0 SHIPMENT, INSTALLATION, START-UP & OPERATOR TRAINING

SHIPMENT

Shipment of the Thermal Oxidizer will require several flatbed trucks and may be considered a "wide load". The oxidizer system comes unassembled and requires final assembly on site. A crane will be required to load the components on the trucks at our factory and unload the same at the installation site.



Example of a direct-fired TO being shipped

INSTALLATION

Customer is responsible for installation of the oxidizer system, preparation of installation site, concrete foundation, power, and control wiring (including conduit) and piping of all utilities (natural gas, electrical, and clean/dry compress air), as well as supply and installation of wiring to Ship & Shore supplied MCC for the entire system requirements. The customer is also to supply local disconnects, if required by the local code, and wiring and conduit for main process blower.

We will gladly work with your qualified mechanical personnel, or local contractor, during the Thermal Oxidizer installation process. A trained Ship & Shore installation supervisor is available on a time and material basis.

A budgetary estimate for installation of the oxidizer by our experienced team can be provided upon request. Firm pricing and a defined scope for installation can be provided after inspection of the installation site.

START-UP

An Electrical/Combustion Technician will perform start-up. Start-up and operator training for the system will begin after the installation is complete and will require approximately 1 week of uninterrupted access to the facility and operations.

Customer's plant personnel, operators and management shall work with the start-up technician to make final connections of oxidizer to process operations.

Prior to start-up, the technician shall check all utility connections to oxidizer, review process conditions, check set-points and alarms. A check of all control components will be performed.

At initial start-up of the oxidizer, the burner will be ignited, and unit will be brought up to operating temperature on fresh air only. Adjustments to program set-points and alarms will be made and proper operation of damper(s) verified. The technician will confirm and verify any interlocking with customer process (if required).

The technician shall schedule with the plant personnel a time to begin start-up and balancing of the system with process operations for verification of performance. Integration of process source(s) is dependent upon cooperation of the plant personnel with the start-up technician.

If full production flow rate and VOC loading is not available at start-up and/or oxidizer start-up schedule is delayed for any reason that results in postponement of the oxidizer start-up (after arrival of our technician at the start-up site) and an additional site visit by the S&SE start-up technician is required, this will constitute a Change-of-Scope and result in additional charges (see note below).

OPERATOR TRAINING

Ship & Shore will provide a training period to coincide with the start-up of the system. This training session will be given to the operators and engineers who will be responsible for the day-to-day operation of the system. Training may include instruction on the VOC control system and explaining the concepts of the equipment operation, emergency shutdown and preventive maintenance schedules.

Operator training will include review of checklists provided in the oxidizer operating manual, which include start-up/shutdown procedures, troubleshooting and preventive maintenance.

PLEASE NOTE:

Installation and/or start-up delays for work performed at the Customer's plant, which have been requested by the customer, or delays caused by occurrences beyond Ship & Shore Environmental, Inc.'s control, such as partial or complete shutdowns or irregularities, strikes, inclement weather, floods, fire, etc. which extend Ship & Shore Environmental's effort, will constitute a Change-of-Scope.

Unfavorable conditions which Ship & Shore Environmental personnel consider a threat to safety, or which extend Ship & Shore Environmental's effort will also constitute a Change-of-Scope.

Any Change-of-Scope shall be billed on a time and material basis according to Ship & Shore Environmental's schedule of "Customer Billing Rates" for labor and per diem charges in effect at the time of service, plus direct expenses. The customer will be promptly notified of any such situations.

Installation, start-up and operator training is predicated on performance of the work during normal business hours Monday-Friday. For weekend and holiday work additional charges may apply.

10.0 AFTERMARKET, SERVICE & PREVENTIVE MAINTENANCE

SERVICE & PREVENTIVE MAINTENANCE

Annual Preventive Maintenance (PM) Inspections by Ship & Shore authorized personnel are mandatory to ensure the warranty of the unit remains valid. Any service performed on Ship & Shore systems by unauthorized 3rd party companies will void the warranty. The reliability of our abatement systems has always exceeded industry standards.

Preventive maintenance agreements and packages are available to keep your equipment running at excellent performance. Our service department has PM Inspection packages for 2 and 5 years preferred rates. Customized service packages are also available upon request. These packages include optimized pricing and rates on PM Inspections, Spare Parts, and other services that may be required throughout the lifetime of your unit.

When your personnel follow the checklists and maintenance schedules given in the operating manuals the overall TO equipment performance will be enhanced and maintenance costs will be reduced. Normal preventive maintenance frequencies are specified in the operating manuals. A Ship & Shore qualified service technician trained in process combustion can provide service/inspections on a time and material basis or by annual contract. A complete list of the services and components serviced can be provided upon request.

An integrated VPN is available as an option to allow for remote “real time” assessment by S&SE engineers and technicians of TO operation, alarms, temperatures, etc. The VPN requires one single Ethernet connection (Ethernet connection cable and Internet service is by customer) to enable assessment feature.

AFTERMARKET SERVICES

Ship & Shore thermal oxidizers are engineered and designed with ease of maintenance, process expansion, and improved performance in mind. Aftermarket services are available including repairs, retrofits, troubleshooting, replacements, spare parts, air permit modifications, and more. A complete list of aftermarket services can be provided upon request.

Please keep in mind that our service team is available during regular business hours Monday through Friday 8:00 a.m. – 5:00 p.m. PST. Email: service@shipandshore.com

For after-hour Emergency Service please call our Emergency Service Line +1 (562) 400-4439 or +1 (562) 477-7557 (emergency rates may apply).

11.0 PERFORMANCE GUARANTEE

The equipment proposed shall be designed to meet the design criteria and specifications given on the spec page of this proposal.

The equipment shall be designed to reduce the concentration of hydrocarbons measured at the discharge stack of the equipment as compared to the concentration of hydrocarbons measured at the inlet of the equipment by an average of greater than 99% or down to 20 ppm of the VOC's (volatile organic compounds) processed by the equipment.

The equipment shall be designed for operation within limits of 1400°F to 1600°F. Actual operating temperature will be specified by the air quality permit.

Ship & Shore Environmental, Inc. (S&SE) reserves the right to witness all performance tests. Performance test shall be at the expense of the end user. At least one month prior to commencement of oxidizer third party testing, the end user must notify S&SE of said testing schedule and submit a copy of the test protocol to S&SE for review.

US EPA Method 25A (FID), or equal, test must be used unless another test method is mutually agreed upon. US EPA Method 18 will be used to measure and subtract methane. Ship & Shore Environmental, Inc. reserves the right to assist in the development of testing protocol in cooperation with the end user and their assigned consults and/or testing contractor.

If for any reason the equipment does not satisfy the Performance Guarantee as determined by a performance test, we shall be entitled to submit a plan for repair, or modification, of the equipment. This repair, or modification, will be administered at our expense, unless the failure cause is determined to be the fault of others.

The remedies and obligations set forth in this Performance Guarantee and Ship & Shore Environmental Inc. standard "Warranty, Terms and Conditions of Sale" are your exclusive remedies and our exclusive obligations in the event of failure of the equipment.

To validate the Ship & Shore oxidizer performance guarantee a preliminary test of destruction efficiency shall be made during start-up visit by the Ship & Shore technician. The plant process equipment connected to the oxidizer must be fully operational at designed VOC loading and flow rate during the preliminary test at initial start-up.

Note: If halogenated hydrocarbons, fluorinated hydrocarbons, siloxanes, silica, heavy metals, etc. are found to be in the process emission stream handled by the equipment the "Warranty" shall become void. This is due to the fact that when compounds such as these are combusted the resulting products of combustion may contain corrosive constituents that over time can damage the internal components of the equipment and reduce equipment service life.

12.0 SHIP & SHORE ADVANTAGES

- **Unmatched Process Knowledge** specific to your industry
- Unique **customized design** for each application
- Complete in-house engineering design
 - **Qualified Engineers** with many years of experience
 - Combustion
 - Mechanical
 - Electrical
 - Controls & Instrumentation
 - Safety
 - Structural
- Complete **in-house fabrication** facility
 - Multi-skilled fabricators and assemblers
 - Sheet Metal
 - Insulation
 - Piping
 - Electrical
 - Controls
- **Field Installation, Service and Process Testing Staff**
 - In-house field installation crew
 - In-house service technicians
 - In-house process testing
- **Reliable Equipment Operation**
 - All systems sold have met and continue to meet the most stringent Air Quality permit requirements
 - Minor daily, weekly, monthly, and quarterly maintenance
 - 24/7 On-call factory trained technicians
 - Ethernet (on-line) troubleshooting
- **Service/Maintenance design features**
 - Manhole inspection placement for ease of access
 - Designed for ease of replacing spare parts
 - Ease of replacing valve seals
 - High quality structured heat recovery media (long life)

STRENGTHS

- **Recognized by EPA and other Air Quality Agencies**
- **100% of all Ship & Shore installations have met abatement requirements**
- Serve on **SCAQMD BACT** (Best Available Control Technology) committee
- We are **Not Limited To One Technology**
- Innovative, unique, and **customized design** for each client
- Vast **engineering expertise & knowledge** in Pollution Abatement
- Large **In-House fabrication** facility

13.0 CUSTOMER RESPONSIBILITIES

- Application and permit fees for air quality agencies. S&SE permit assistance shall include support through drawings, calculations, and up to a single visit with the local permit authority (if necessary).
- Any applicable permit and permit fees required by local authorities, or other agencies.
- Identification of any easements and/or right of way conditions. Written notification to S&SE project engineer with details as necessary. Easement and/or right of way conditions may result in additional cost to customer.
- All site drawings, building drawings, or equipment drawings (other than Ship & Shore equipment drawings) required by S&SE, local authorities, or other agencies.
- Compliance test by third party, including EPA method 25A.
- Taxes, import duties, or licensing fees (if required).
- Freight, delivery charges and unloading at delivery site (including crane operator labor, crane rental, rigging and any other equipment rentals required for unloading and installation).
- Dismantling and removal of existing oxidizers & ducting, or other equipment.
- Installation site preparation, concrete pad, and identification of any obstacles or hazards present at installation site. Free and clear work site.
- Installation of Thermal Oxidizer.
 - If installation contract is awarded to S&SE:
 - Customer shall provide all electrical wiring & conduit, gas supply piping, and compressed air lines as specified by S&SE project engineer.
 - Customer shall provide all heavy equipment, crane, crane operator, and any other rental equipment required for installation.
 - Customer shall provide all roof and/or wall penetrations.
 - S&SE shall provide field labor to work with crane operator during unloading at delivery for placement of assemblies on ground level site, connect and secure assemblies.
- Utilities supply and all required connections (natural gas, electrical, clean/dry compressed air) including, but not limited to:
 - Electrical supply, all conduit & field wiring to main control panel, sub-panel, main blower, etc required).
 - Main electrical disconnect for the TO in customer electrical panel and/or any other disconnect switches.
 - Gas supply & piping.
 - Compressed air supply & piping.
- Supply and installation of VOC collection system.
 - If VOC collection system contract is awarded to S&SE:
 - Customer shall be responsible for any required structural reinforcement and/or structural assessment necessary for ductwork as designed by S&SE.
 - Customer shall provide all heavy equipment, crane, crane operator, and any other rental equipment required for installation.
 - Customer shall supply all electrical conduit & field wiring to damper actuators specified by S&SE.
 - Customer shall remove any existing duct as directed by S&SE.
 - Customer shall provide all roof and/or wall penetrations.
- Waste bin for disposal of packaging, scrap materials, etc.
- Ducting fire suppression system and/or sprinklers (if required).
- LEL Analyzer System and/or CEM System (if required).

14.0 CUSTOMER BILLING RATES (For Aftermarket Engineering & Services)

PERSONNEL

Hourly

| | |
|--------------------------------|-------------|
| Shop Labor (in-house) | \$105.00/hr |
| Shop Supervisor | \$185.00/hr |
| Field Labor | \$115.00/hr |
| Field Supervisor | \$185.00/hr |
| Service Tech 1 | \$170.00/hr |
| Service Tech 2 | \$145.00/hr |
| Start-up Engineer | \$245.00/hr |
| Test Engineer | \$205.00/hr |
| Burner Specialist | \$225.00/hr |
| Senior Control Field Engineer | \$275.00/hr |
| Designer | \$140.00/hr |
| Engineer 1 | \$205.00/hr |
| Engineer 2 | \$235.00/hr |
| Electrical Engineer/Programing | \$235.00/hr |
| Senior Management | \$320.00/hr |
| Principal Engineer | \$385.00/hr |

TRAVEL RATES

| | |
|--|-----------------|
| Mileage | \$2.50 per mile |
| Expenses (i.e. airfare, hotel) | Cost +20% |
| Freight | Cost +20% |
| Technical Phone Support | \$155.00/hr |
| Per Diem | \$100.00/day |
| Travel Time Rate (max. 8 hours each way) | \$120.00/hr |
| Airport Parking | \$70.00/day |

ADMINISTRATIVE & MISCELLANEOUS

| | |
|-----------------------|------------------|
| Report Writing | \$275.00/visit |
| * Administration | \$250.00 (min.) |
| P.E. Stamped Drawings | \$1650.00 (min.) |
| Procurement | \$130.00/hr |
| Internal Tech Support | \$250.00/hr |

RENTAL EQUIPMENT

| | |
|--|-------------------|
| FID Analyzer (min. 2-day rental) Dual Channel | \$1150.00/day |
| PID Analyzer (min. 2-day rental) | \$205.00/day |
| NOx Analyzer (min. 2-day rental) | \$745.00/day |
| Test Instrumentation | \$260.00/day |
| Calibration Gases | \$1250.00/set |
| Laptop | \$275.00 |
| SSE Delivery Truck (local) | \$185.00/delivery |
| Welding Machine | \$225.00/day |

Emergency Calls +25% Premium

Technical advice and troubleshooting by telephone or online is charged for all assistance minimum charge 2 hours. Field labor, service & engineering is charged from portal-to-portal. There is a 4-hour minimum charge for local fieldwork, service & engineering. There is an 8-hour minimum charge for out-of-area travel, fieldwork, service & engineering. **The above hourly rates are straight time (Monday – Friday) 8 hours/day. Overtime (more than 8 hours/day & 8-hour Saturday) rate of 1.5 times the above rates is applicable. Double Time (more than 12 hours/day, Sunday and Holidays) rate of 2 times the above rates is applicable.**

PLEASE NOTE:

Installation, service and/or start-up delays for work performed at the Customer's plant, which have been requested by the customer, or delays caused by occurrences beyond Ship & Shore Environmental, Inc.'s control, such as partial or complete shutdowns or irregularities, strikes, inclement weather, floods, fire, etc. which extend Ship & Shore Environmental' s effort, may constitute a Change-of-Scope and result in additional expense charges (labor, material, travel). Unfavorable conditions which Ship & Shore Environmental personnel consider a threat to safety, or which extend Ship & Shore Environmental' s effort may also constitute a Change-of-Scope and result in additional expense charges (labor, material, travel).

*** ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE DUE TO CURRENT HIGH GAS PRICES AND SUPPLY CHAIN CHALLENGES.**

* Administration includes retrieval of past records, drawings, testing, etc. from archives.

Updated March 1st, 2023

15.0 WARRANTY, TERMS & CONDITIONS OF SALE

1. **AGREEMENT AND ACCEPTANCE.** The terms and conditions of Sale set forth herein, in the order, and entire order acknowledgement shall constitute the entire Agreement between SHIP & SHORE ENVIRONMENTAL, INC. (known as Seller) and Buyer and supersedes all other agreements and understandings, whether written or oral between the parties with respect to the subject matter hereof. Seller's acceptance of any offer by Buyer is expressly made conditional upon Buyer's assent to the terms and conditions hereof, and none of Buyer's Additional or different terms shall apply. Acceptance of Seller's offer to sell is expressly limited to acceptance of the terms and conditions hereof and no other terms or conditions shall apply, unless expressly agreed to by Seller in writing. Please note that pricing, terms, and scope of supply outlined in this proposal is to take precedence over all other documents unless otherwise agreed upon by both parties.
2. **PRICE.** All prices exclude federal, state, or local taxes, customs, duties, charges, consular fees, permit and license fees and any other taxes, fees or expenses which shall be added to the price or billed separately to Buyer where Seller has the legal obligation to collect or pay such taxes, fees, or expenses. All such taxes shall be paid by Buyer. Prices quoted are firm for two weeks unless extended in writing by Seller. Prices are firm provided release to manufacturing and shipment is completed by Seller within one hundred and twenty (120) days of acceptance of purchase order by Seller. However, prices may increase as a result of delays due to changes requested by Buyer or Buyer's failure to furnish information requested. Seller reserves the right to change this policy at any time without written notice. Seller reserves the right to charge at any time a monthly service charge of one and one-half percent (1.5%) or the highest rate allowed by Law, whichever is lower, on accounts outstanding more than thirty (30) days from the date of Seller's invoice, effective as of the thirty-first (31st) day from the date of the invoice.
3. **PAYMENT TERMS.** If Seller has extended credit to Buyer (as evidenced by notation to that effect on the face of this Agreement) all payments shall be due upon presentation of Seller's invoice. The amount of credit may be changed and/or credit withdrawn by Seller, at any time. On any order on which credit is not extended by Seller, shipment or delivery shall only be made, at Seller's election after payment in cash with order (in whole or in part), C.O.D., or by a signed draft upon presentation of bill of lading or other appropriate shipping documents covering each shipment. All costs of collection shall be borne by Buyer. If shipment or delivery is delayed by Buyer, payment shall be due when Seller is ready to make the shipment or delivery. Unless otherwise set forth on the face of this Agreement all payments shall be made in U.S. Dollars. If Buyer fails to fulfill the terms of payment or if Seller shall have any doubt at any time as to Buyer's financial condition, Seller may decline to make further deliveries except upon prompt receipt of cash or satisfactory security, as decided by Seller. This requirement will not release Buyer from any previous obligation. Seller's right under this Section shall be in addition to all other rights and remedies provided by law or in equity upon Buyer's default. In addition, if reasonably requested by Seller, Buyer shall furnish an irrevocable letter of credit in favor of Seller, in an amount sufficient to cover the price of products and all related expenses which are for Buyer's account, and which includes such other terms and conditions as may be agreed upon and issued or confirmed by a U.S. bank, as may be acceptable to Seller.
4. **ORDERS.** No order shall be valid until accepted by Seller at its office in Signal Hill, California. U.S.A.
5. **FORCE MAJEURE.** Seller shall not be liable for any delays in the delivery of orders or any other failure to perform, due in whole or in part, directly or indirectly, to fire, storm, flood, earthquake, war, insurrection, labor disputes or shortages, act of God, strike, shortage of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargo, government order or directive, or any other circumstance beyond Seller's reasonable control. Buyer agrees that Seller shall not be liable for any direct, indirect, consequential, or special damages which may result from any such delays.
6. **DELIVERY TERMS; RISK OF LOSS.** Unless otherwise stated on the face of this Agreement, all deliveries shall be F.O.B. Seller's factory. Seller will attempt to meet the requirements of Buyer's delivery schedule but shall be obligated only to the delivery schedule shown on the order acknowledgment and Seller shall not be in default of performance due to a delay of reasonable duration resulting from any cause. All delivery expenses, including transportation, freight, cranes, lifting devices and labor required for loading and unloading, insurance, and any other shipping costs, and risk of fees during delivery and transportation, shall be for the account of Buyer. Claims for damages in transit must be assessed against the carrier. Unless otherwise instructed, selection of carrier and routing of all shipments shall be at Seller's discretion. All boxing, crating and packaging charges for sales shall be added to the price. When special packaging is specified for domestic or export sales involving greater expense than that customarily supplied, a charge may be made to cover such extra expense. Shipment dates for export sales are approximate and are subject to receipt of all necessary Buyer Information, letter of credit, if required, and all necessary licenses, permits and other documents. Shipment delays requested by the customer may result in additional fees and/or charges for restocking of buyout items, storage charges for fabricated equipment, etc.
7. **INSPECTION AND ACCEPTANCE.** Buyer must inspect delivered products and report claims for damages or shortages in writing within ten (10) days of delivery or the products shall be deemed irrevocably accepted and such claims are hereby waived.
8. **LIMITED WARRANTY AND REMEDIES.** Seller warrants to the original purchaser that the products sold hereunder shall be free from defects in workmanship and material upon delivery under normal use and service (except in those cases where the materials are supplied by Buyer) for a period of one year from the original "ready to ship" date. The liability of Seller under this warranty is limited to replacing, repairing, or issuing credit (at cost, FOB factory and at Seller's discretion) for any part or parts which are returned by Buyer during such period provided that (a) Seller is notified in writing within ten (10) days following discovery of such defects by Buyer, or within ten (10) days after such defects should reasonably have been discovered, whichever is less, (b) the defective unit returned to Seller, transportation charges prepaid by Buyer, (c) payment in full has been received by Seller for said products, (d) Seller's examination of such unit shall disclose to Seller's satisfaction that such defects have not been caused by misuse, neglect, improper installation, repair, unauthorized modification, Buyer's design, alteration, act of God, or accident. No warranty made hereunder shall extend to any Seller's product whose serial number is altered, effaced or removed. Seller makes no warranty, expressed or implied with respect to the specific application for which Seller's products are used or with respect to the design or operation of an entire system, in which Seller's products sold hereunder are mere components, nor does Seller make any warranty, expressed or implied, with respect to motors, switches, controls, or other components of Seller's product, where such components are warranted separately by their respective manufacturers. Repair or replacement of the products sold hereunder, or refund of the purchase price as provided in this warranty, is the Buyer's exclusive remedy. This exclusive remedy will not be deemed to have failed its essential purpose so long as Seller is willing and able to repair or replace any defective product, refund the purchase price, in the prescribed manner. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR

IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S FAILURE TO PAY THE FULL AMOUNT DUE WITHIN SIXTY (60) DAYS OF DATE OF INVOICE SHALL OPERATE TO RELEASE SELLER FROM ANY AND ALL LIABILITY OR OBLIGATION ARISING PURSUANT TO ANY WARRANTY EXPRESSED OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, MADE IN CONNECTION WITH ANY CONTRACT FORMED HEREUNDER. BUYER AGREES THAT SUCH FAILURE TO PAY SHALL CONSTITUTE A VOLUNTARY WAIVER OF ANY AND ALL SUCH WARRANTIES ARISING PURSUANT TO SUCH CONTRACT, Seller makes no other warranties of any kind and any repair or attempt to repair products by anyone other than an authorized representative of Seller automatically voids any warranty of those products. Any oral or written statement concerning the products inconsistent with the warranty contained herein shall be of no force or effect.

9. LIMITATIONS ON LIABILITY. Under no circumstances shall Seller be liable for any indirect, consequential, collateral, special or incidental damages (including without limitation, downtime, increased manufacturing costs, loss of profits, or goodwill) whether such claim is based on contract, negligence, strict tort, warranty or any other basis. Seller's liability shall, in no event, exceed the purchase price of the particular products with respect to which a claim is made. Tools, dies, and other equipment furnished to Seller by Buyer shall be at Buyer's risk and expense. Seller does not insure Buyer under any of its insurance policies, including liability or workers' compensation. Seller will not provide Buyer with indemnification for any matter nor does Seller agree to provide Buyer with contribution for any damages. Seller has no obligation to Buyer to direct Seller's insurance companies to waive their right of subrogation against Buyer in the event of an insured loss.

10. LIMITATION OF ACTIONS. Any actions or claims by Buyer under this Agreement shall be brought within 15 months after shipment of the products sold by Seller hereunder, or shall be deemed barred by waiver.

11. PATENTS. When Seller has manufactured any products or parts thereof in accordance with specifications or drawings furnished by Buyer or when a product or a part thereof is made to Buyer's design, Buyer at its own expense will defend any suit against Seller for infringement of patents and will satisfy any final award of damages for such infringement; provided Seller gives Buyer notice in writing of any such suit for infringement, opportunity to conduct the defense thereof and assistance and cooperation in said defense. As to other articles furnished by Seller, Seller, at its own expense will defend any suit against Buyer for infringement of United States patents by any such product purchased from Seller when used or sold for its normal purpose and in any such suit will satisfy any final award of damages for such infringement, but Seller assumes no liability consequential or otherwise for infringement or patent claims covering any components, switches, motors or other parts purchased by Seller from third parties or covering any other product, or any completed equipment, or any assembly, combination, method or process, in which, or in the manufacture or testing of which, any such product may be used (notwithstanding that such product may have been designed only for use in, or may be useful in, such other patented product or such patented equipment, assembly, combination, method or process, or in the manufacturing or testing thereof, and that such product may have been purchased by Buyer and sold by Seller for such use.) This covenant by Seller is upon the condition that Buyer shall give Seller a prompt notice in writing of such suit or infringement, full opportunity to conduct the defense thereof and full assistance and cooperation in said defense. No cost or expense shall be incurred for the account of Seller without its written consent. When Buyer orders articles Buyer is licensed to have made for Buyer, Seller is hereby authorized to manufacture said articles under Buyer's license and Buyer will be responsible for such royalties as may be due and for such notification to its licensor as Buyer is obligated to make.

12. CHANGES. After acceptance by Seller, Buyer's order shall not be subject to cancellation, change or reduction in amount nor to any suspension by Buyer of deliveries without Seller's prior written consent. Buyer acknowledges that Seller engages in continuous product improvement and makes changes to its products from time to time. The Seller reserves the right to make reasonable changes and use substitute parts or products as long as such substitutions perform equal to, or better than the original product or part thereof, and shall have the right to deliver revised designs or models and such substitute products or parts against any order.

13. NONWAIVER OF DEFAULT. Each shipment made under any order shall be treated as a separate transaction, but in the event of any default by Buyer, Seller may decline to make further shipments without in any way affecting its rights under such order, if, despite any default by Buyer, Seller elects, to continue to make shipments, its actions shall constitute a waiver of any default by Buyer or in any way affect Seller's legal remedy for such default and Seller's failure to deliver, or nonconformity of, any installment of this Agreement after a Buyer default shall not be a breach of the entire Agreement.

14. TERMINATION. If the products to be furnished under this order are to be used in the performance of a Government contract or subcontract and the Government terminates such contract, in whole or in part, this order may be the same proportion, and the liability of Buyer for termination allowances shall be determined by the then applicable regulations of the Government (regarding termination of contracts). No termination by Buyer for default shall be effective unless Seller shall have failed to correct such alleged default within fifteen (15) days after receipt by Seller of a written notice specifying such default.

15. ASSIGNS. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the entire business and good will of either Seller or Buyer or of that part of the business of either used in the performance of this Agreement, but shall not be otherwise assignable.

16. MODIFICATION OF STANDARD TERMS AND CONDITIONS. No addition to or modification of any of the provisions upon the face or reverse of this form shall be binding upon Seller, unless made in writing and signed by a duly authorized employee of Seller.

17. ARBITRATION. Buyer agrees that all claims, demands, disputes, controversies, and differences arising under any contract made hereunder shall be settled exclusively in arbitration in accordance with the rules then prevailing American Arbitration Association. Judgment on the award thus rendered shall be binding on the Buyer and may be entered in any court having jurisdiction thereof. Unless the parties agree otherwise in writing, such arbitration will be conducted in Signal Hill, California, U.S.A.

18. EXPORT REGULATIONS; PERMITS. Buyer will comply with the provisions of the United States Government's Export Administration regulations and related documentation requirements and internal control procedures. Buyer shall be responsible for obtaining any necessary export or import licenses and permits.

19. APPLICABLE LAW. This agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of California, U.S.A. and the Buyer submits to the personal jurisdiction of courts located in California, U.S.A. The United Nations Convention on Contracts for the International Sale of Products shall not apply to this Agreement.

20. VALIDITY. If any provision of this Agreement is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected.

21. MISCELLANEOUS. All clerical errors are subject to correction. Seller may subcontract the furnishing of any products sold hereunder and any portion thereof.

16.0 AUTHORIZATION TO PROCEED

By signing this document, you are agreeing and accepting the order as stated in this proposal (as described above), as well as the terms, deliverables, and conditions as stated.

Signature: _____ **Date of Authorization:** _____

Print Name: _____ **Print Title:** _____

PERTINENT PROJECT INFORMATION

| | |
|--------------------------------|--|
| Proposal No. | SSE2024-038R4 Dated May 13, 2024 |
| Shipment/Job Address | |
| Billing/Invoice Address | |
| Billing Contact | |
| Main Point of Contact | Name & Title: Phone: Cell: Email: |
| Main Point of Contact 2 | Name & Title: Phone: Cell: Email: |

| | |
|-----------------|--|
| Comments | |
|-----------------|--|

T:\ENGINEERING PROPOSALS\Proposal Templates\Proposal Templates\DFTO 2024

Thermal Oxidizer Replacement Proposals

| VENDOR | PERENNIAL ENERGY | SHIP & SHORE ENVIRONMENTAL | DÜRR SYSTEMS |
|-----------------------------|---|---|--|
| GENERAL OPERATION | This is the same TOX unit that we currently have installed and operate at the facility. Operations will not change much if any. This option requires the most amount of natural gas (or RNG) for operation out of all the proposals. This adds to our ongoing OPEX of the facility. In 2023 our OPEX equated to ≈\$200K between natural gas expense and lost RNG revenue. | This proposal includes a 6,500 scfm Direct Fired Thermal Oxidizer (DFTO) and a gas-liquid heat exchanger. This DFTO includes a dilution blower that will reduce the concentration of H2S by a factor of ten to reduce the potential for corrosion under the insulation. An epoxy coating can also be included to further enhance corrosion resistance. This option requires minimal natural gas volume for operation. | This proposal includes a 19,000 scfm Direct Fired Thermal Oxidizer (DFTO) and a gas-liquid heat exchanger. This DFTO includes a dilution blower that will reduce the concentration of H2S. This option also requires minimal natural gas volume for operation. |
| DELIVERY TIMELINE | 35-44 weeks | 30-32 weeks | 40-44 weeks |
| H2S @ Inlet (ppm) | 12,000 ppm | 36,000 ppm (Actual Concentration) | 50 ppm |
| CORROSION RESISTANCE | Did not include any provisions to address corrosion resistance and improve longevity. | Air dilution blower to control temperature and H2S concentration as well as an epoxy coating that can further enhance corrosion resistance. | Air dilution blower to control temperature and H2S concentration. Requesting H2S removal upstream. |
| POWER REQUIREMENT | Negligible - Low Voltage Instrumentation | 20 kW | 20 kW |
| HEAT EXCHANGER | No Heat Exchanger Option | Includes a finned tube heat exchanger designed to increase the temperature of a 500 gpm wastewater stream from 70°F to 100°F. | Ceramic media type heat exchanger. |
| FOOTPRINT | 20' x 12' | 25' x 40' | 25' x 30' |
| CAPEX | | | |
| EQUIPMENT | \$225,000 | \$590,000 | \$1,250,000 |
| DESIGN | \$50,000 | \$75,000 | \$75,000 |
| CONSTRUCTION | \$300,000 | \$550,000 | \$600,000 |
| GRAND TOTAL | \$575,000 | \$1.25 Million | \$1.95 Million |
| OTHER NOTES | Jacob's has fought to keep the existing TOX running since the facility was commissioned in 2018. Since the H2S scrubbing vessels were installed it has taken the mantle of the most common reason for the facility to shut down. In the 4-5 years of operation we would get out of it before it failed, we would invest \$800K-1 Million in OPEX. | I contacted the City of Des Moines, IA to ask about their experience operating one of Ship & Shore's DFTOs. They have had no operational issues in 5-years of operation. The negligible natural gas usage is big for our ongoing OPEX of the facility. The heat exchanger accounts for \$100K of the equipment cost but will improve the operation of our municipal digesters through the added heat it provides. Ship & Shore has DFTOs that handle 10x the H2S of our facility. | Durr is concerned about the H2S concentration and wants to remove it upstream of the thermal oxidizer. Adding this removal process would add \$4-5 million to the project. Its heat exchanger would provide comparable benefits to Ship & Shore's. |



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: May 20, 2024

Subject: Approve Quote for Spare Vacuum Compressor for Warrior Biogas Project SS 1601

Agenda Item: New Business

Purpose: Provide spare vacuum compressor for the biogas facility. Having a spare compressor on the shelf eliminates the long periods of down time, in turn reducing revenue.

Recommendation: Approve the quote from Guild Associates, Inc. for a spare Vacuum Compressor in the amount of \$131,484.17.

Background: In April, Vac Compressor #2, had to be replaced with the spare vac compressor we had in stock. The vac compressor being used started hammering, it has probably lost a bearing or paddle on the compressor. However, the exact cause of the noise and vibration will not be known until the compressor is torn down. Jacobs believes the compressor may be able to be repaired but will need to find a company to do so. But in case it cannot be repaired, staff felt it best to get a quote for a spare compressor and reduce the time we may operate without a spare vac compressor. Since the spare compressor has been installed, staff recommend ordering another vac compressor to have in stock ready to be installed. Although there are two vac compressors in the system and the facility can continue to be operated with one vac compressor, production of biogas is reduced to 50%. There is also a 14-15 week lead time for this compressor. With that said if we had to operate the facility at 50% for 14-15 weeks, we could see a reduction in revenue of \$800,000. Pay back on the vac compressor is calculated at 18 days at 50% production or 9 days if the plant was total shut down. The lost revenue only increases once Hilmar Cheese starts sending wastewater and the payback days are reduced.

City Commission Options:

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

Financial Considerations:

Amount \$: \$131,484.17

Fund: 52142200 - 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the quote from Guild Associates, Inc., the City will be responsible for payment of the equipment.

Mission/Values: This project aligns with the City's Core Value of "Ongoing Improvement" and "Working Towards Excellence". Together we endeavor to provide an alternate source of revenue for the City along with our goal of good stewardship of our resources.

Attachments: Quote from Guild Associates, Inc.

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services



Guild Associates, Inc.
 5750 Shier-Rings Road
 Dublin, OH 43016
 Phone: (614) 798-8215
 Fax: (614) 798-1972

QUOTE

DATE: 5/14/24
TO:
 Bryan Hensley
 City of Dodge City (Jacobs)
 XX
[XX](#)

QUOTE # 2024-113
FROM:
 Cody Woods
 Guild Associates, Inc.
 6203391099
service@guildassociates.com

Quote Expiration: 30 Days

Terms: Net 30

Guild Associates is pleased to provide this quote for your consideration.

| LINE # | TAG # | DESCRIPTION | QTY | UOM | PRICE/UOM | EXT PRICE | LEAD TIME |
|--------------|--------|---|-----|-----|--------------|--------------|-----------|
| 1 | C-251A | PUMP, VACUUM, LIQUID RING, XL-500 CBM W/ MECHANICAL SEALS JOHN CRANE TYPE 8-1 | 1 | EA | \$131,450.27 | \$131,450.27 | 14-15 WKS |
| 2 | | GASKET, GARLOCK 3000, 8", 150#, 1/16" RING | 1 | EA | \$14.10 | \$14.10 | 3 WKS |
| 3 | | GASKET, GARLOCK 3000, 10", 150#, 1/16" RING | 1 | EA | \$19.80 | \$19.80 | 3 WKS |
| | | CREDIT CARD PROCESSING FEE (IF APPLICABLE), 5% | 0 | EA | | \$0.00 | |
| TOTAL | | | | | | \$131,484.17 | |

Shipping and handling charges for standard ground shipping is included in total.

[Please email the purchase order to mailto:service@guildassociates.com. Please reference this quote number on your purchase order.](mailto:service@guildassociates.com)

Guild accepts credit card (Master Card, VISA, and American Express), check, or wire transfer for the payment. For credit card payment please call Diana Spurgeon, at (614-652-6527) with the information. A 5% fee will be added to each credit card purchase.

If payment by check, the order will be placed after the check clears the bank. Please reference this quote number on your payment.

Wire transfer account information: ACH TO: FBC Bank, a division of CNB Bank.
 Routing # 031306278
 ACCT # 1306781899
 Contact Guild's Service Center for all service requests.

Guild offers a complete service portfolio for: service, spare parts, warranty service, and technical support. Guild service is not limited to equipment manufactured by Guild.

[E-mail: service@guildassociates.com](mailto:service@guildassociates.com)
[Service Center Link available at: http://www.guildassociates.com/gas_processing_service](http://www.guildassociates.com/gas_processing_service)



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: May 20, 2024

Subject: Approve Change Order (CO) #2, Southbound 14th Ave. Bridge Repair – ST 2202

Agenda Item: New Business

Purpose: The actual quantity of “Area Prepared for Patching” is greater than the preliminary measurements and quantity added in CO #1. This change order will extend the “Area Prepared for Patching” bid item to cover the actual quantity needed to complete all repairs. It also includes some additional full depth patching and work to the barrier wall to prevent future spalling.

Recommendation: Approve CO #2 to complete additional patching, replace membrane sealant, perform full depth patching, and trim the west bridge barrier at each end which results in an increase in the amount of \$194,400.00.

Background: The Contractor chained the deck at the start of construction to determine additional ‘Area Prepared for Patching’ quantity that was included in Change Order 1. The on-site Inspector concurred with this quantity. A Quality Control (QC) check was made by a Team Lead Senior Inspector with the on-site Inspector during a final on-site walk-through inspection. The QC check included chaining the entire bridge deck for verification that areas needing repair had been repaired. During this QC verification chaining process, it was determined there was additional areas that still needed repairs. The difference in quantities from Change Order 1 to the proposed additional quantity may be attributed to chaining the deck during heavy equipment operations that may have included jackhammering. The areas repaired by the Contractor may have also grown in size during the construction process in conjunction with pre-existing map cracking.

The QC verification measured an additional 325 square yards of bridge deck that requires patching. This change order also includes the replacement of the membrane sealant on the south end of the bridge along with some full depth concrete patching on the approach.

Due to expansion the west bridge barrier will be trimmed at each end to eliminate future spalling of the barrier and bridge decking.

City Commission Options:

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

Financial Considerations: CO #2 amount is \$194,400.00. The total amount bonded for this project was \$834,000. The new contract price for construction with CO #2 will be \$648,080.47. The adjusted cost of construction for the project (inspection & construction) will be \$816,323.90 which leaves \$18,258.23 remaining on the bond of this project.

Amount \$: \$194,400.00

Fund: 46630300-442004

Budgeted Expense Grant Bonds Other

Legal Considerations: This Change Order will be added to PbX's Contract.

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

Attachments: Change Order #2 Documents

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services

CHANGE ORDER No. 2

Date of Issuance: 2024-05-10

| | | |
|---|--|------------------------------------|
| Project Name: SB 14 th Avenue Bridge Repair | Owner: City of Dodge City | Owner's Project Number: ST 2202 |
| Engineer's Project Number (if applicable): 220771-000 | Date of Contract: | |
| Contractor: PbX Corporation | Funding Agency Project Number (if applicable): | |

The following changes are hereby made to the CONTRACT DOCUMENTS:

Area Prepared for Patching:

Additional plan quantity as part of Change Order 2 is 325 Sq. Yds.

Justification:

Contractor chained the deck at the start of construction to determine additional 'Area Prepared for Patching' quantity that was included in Change Order 1. The on-site Inspector concurred with this quantity. A Quality Control (QC) check was made by a Team Lead Senior Inspector with the on-site Inspector during a final on-site walk-through inspection. The QC check included chaining the entire bridge deck for verification that areas needing repair had been repaired. During this QC verification chaining process, it was determined there was additional areas that still needed repairs. The difference in quantities from Change Order 1 to the proposed additional quantity may be attributed to chaining the deck during heavy equipment operations that may have included jackhammering. The areas repaired by the Contractor may have also grown in size during the construction process in conjunction with pre-existing map cracking.

Membrane Sealant:

Replace Membrane Sealant (South End). The additional plan quantity as part of Change Order 2 is 28 LF.
PCCP Patching (Full Depth) (South End). The additional plan quantity as part of Change Order 2 is 5 Sq. Yd.

Additional Work:

Sawcut West Bridge Barrier at the North and South Ends of the Bridge.

Justification:

The membrane sealant work was identified for additional protection of the bridge based on additional review of existing conditions after north end membrane sealant was included in the project and based on additional discussion with City staff.

Change to CONTRACT PRICE

| | | |
|---|----|-------------------|
| Original CONTRACT PRICE: | \$ | <u>378,690.47</u> |
| Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS): | \$ | <u>453,680.47</u> |
| Increase in CONTRACT PRICE as of this Change Order: | \$ | <u>194,400.00</u> |
| The new CONTRACT PRICE incorporating this CHANGE ORDER: | \$ | <u>648,080.47</u> |

Change to CONTRACT TIME:

Original Contract Times: Working Days Calendar Days

Final completion (days or date): July 2, 2024

| | | |
|---|--|---|
| REQUESTED: | RECOMMENDED: | ACCEPTED: |
| By: _____ Contractor (Authorized Signature) | By: _____ Engineer (Authorized Signature) | By: _____ Owner (Authorized Signature) |
| Date: <u>2024-05-14</u> | Date: <u>2024-05-14</u> | Date: _____ |
| Approved by Funding Agency (if applicable): <u>N/A</u> | | Date: <u>N/A</u> |

CITY OF DODGE CITY

Change Order

CONTRACT FOR: 14th Ave. Bridge Repairs

PROJECT NUMBER: ST 2202

CONTRACTOR: PbX Corporation

REQUEST NUMBER: 2

| ITEM DESCRIPTION | UNIT | CONTRACT OR PREVIOUS QUANTITY | ADJUSTED QUANTITY | AMOUNT OF OVERRUN OR UNDERRUN | CONTRACT UNIT PRICE | NEW UNIT PRICE | DOLLAR AMOUNT OF CHANGE |
|--|------|-------------------------------|-------------------|--|---------------------|----------------|-------------------------|
| Area Prepared for Patching | S.Y. | 387 | 712 | 325 | \$ 500.00 | | \$ 162,500.00 |
| Expansion Joint (Membrane Sealant) | L.F. | 28 | 56.00 | 28.00 | \$ 300.00 | | \$ 8,400.00 |
| PCCP Patching (Full Depth)(12")(Unsound) | S.Y. | 10 | 15.00 | 5.00 | \$ 4,000.00 | | \$ 20,000.00 |
| Saw-Cut West Bridge Barrier (Each End) | Each | 0 | 2 | 2 | | \$ 1,750.00 | \$ 3,500.00 |
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| | | | | | | NET INCREASE | \$ 194,400.00 |

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: PbX Corporation

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: May 16, 2024
Subject: Approve 5 Year Lease Agreement with American Implement
Agenda Item: New Business

Purpose: The purpose of this lease agreement is to replace a 2007 John Deere 5425 Tractor previously utilized by Jacobs.

Recommendation: To approve a lease agreement with American Implement for a 2023 John DEERE 6R 130 tractor in the amount not to exceed \$25,280.00 for 5 years the term of the lease agreement.

Background: The city currently has three of these types of tractors for mowing purposes, one utilized at the Airport, one utilized by the Parks Department, and one utilized by Jacobs. The John Deere tractor currently utilized by Jacobs recently suffered catastrophic transmission failure. This resulted in extensive repairs with costs exceeding \$18,000.00 the first occurrence and over \$28,000.00 the second occurrence. Rather than pay for another extensive repair staff investigated purchasing a new tractor of similar style. The result was the John Deere 6R 130 available at this time all other options would need have to be ordered with a lengthy lead time.

Recently staff has started looking at renting or leasing equipment resulting in much cheaper options verses purchasing a piece of equipment for a very large sum of money. To purchase this tractor outright the city would pay \$186,887.18. The lease amount for this tractor over the five-year period is \$126,400.00 resulting in \$60,487.18 savings. Once the term of the lease is completed the city will have the option to purchase the equipment or look for a new lease option. After the five-year term the tractor will still be covered under warranty. In total the city has saved \$170,200.00 by renting a backhoe, skid steer and mini excavator this year not to mention the maintenance and upkeep costs that would have incurred if the city purchased this equipment. \$205,000.00 was budgeted for this equipment.

City Commission Options:

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

Financial Considerations: This purchase is not budgeted for FY24 however it is budgeted FY25. The cost of the lease will be not to exceed \$25,280.00 annually for the next five years. This price may change due to trade in pricing that staff has not received at this time. Due to unforeseen circumstances the tractor had to be purchased early.

Wastewater Fund 52042200-442005

Legal Considerations: Lease agreement pending review from legal counsel.

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:

A handwritten signature in black ink, appearing to be 'CK', is written over a solid horizontal line.

Corey Keller, Public Works Director



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: May 16, 2024
Subject: Approve Purchase of VFD's for Wells 6,7, and 9
Agenda Item: New Business

Purpose: The purpose of this purchase is to replace old outdated soft starts for VFD's at wells # 6,7, and 9

Recommendation: To approve a quote from Border States Electric in the amount of \$65,980.77

Background: Last year staff replaced a soft start at well # 8 for a VFD. This year it is planned to replace three old soft starts at wells # 6,7, and 9. This transition will allow staff more flexibility in how to operate wells and transition to where pressure is used to turn wells on and off instead of water tower levels. With several high-water users within the City there are several occasion when pressure spikes occur due to demand loss. Upgrades like this will decrease the potential of main breaks occurring due to those pressure spikes. Staff were able to perform most of the installation of the VFD in-house with a little assistance from Pedrotti on the programming side. With this purchase this will bring the total number of VFD's in the system to seven there are a total of 21 wells utilized throughout the system. Components from these VFD's are interchangeable which the other wells, which allows for faster repair times when problems occur.

City Commission Options:

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

Financial Considerations: There is \$150,000.00 in the CIP for Well Rehabilitation. This purchase would fall in that category. We are also planning rehab efforts at Well #3 this year.

| | |
|----------------------------|---------------------|
| Water Fund 51041000-442008 | \$150,000.00 |
| | <u>\$ 65,980.77</u> |
| | \$ 84,019.23 |

Legal Considerations: Lease agreement pending review from legal counsel.

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