

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Monday, June 3, 2024

7:00 p.m.

MEETING # 5282

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 Minister Dusty Cookson of First Christian 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).

Wichita State University Mini MPA (Master of Public Administration) Certificates Presentation

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:
 - a. Walmart Store, 1905 N. 14th Avenue

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approve Change Order #2 for Iron Flat's, Phase 1 Infrastructure. Report by Ray Slattery Director of Engineering.
2. Approve Change Order #11 for Expansion of the South Wastewater Treatment Plant (Redundant Communications at the Primary and Intermediate Lift Stations). Report by Ray Slattery Director of Engineering.
3. Approve Change Order #12 for Expansion of the South Wastewater Treatment Plant (Crane Upgrade at the Hilmar Lift Station). Report by Ray Slattery Director of Engineering.
4. Approve Change Order #13 for Expansion of the South Wastewater Treatment Plant (Anaerobic Cell #4 Additional Coating Area). Report by Ray Slattery Director of Engineering.
5. Approval of Lease Agreement with Dodge City Community College for Leasing the Space in the Chaffin Building at 100 Chaffin Road. Report by Paige Gilmore, City Attorney.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Monday, May 20, 2024

7:00 p.m.

MEETING # 5281

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CALL TO ORDER

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

INVOCATION BY Pastor Brian Vanarsdale of First Christian Church

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Commissioner Daniel Pogue moved to approve the agenda as presented. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

Chuck Taylor, Mayor of the City of Dodge City read the National Public Works Week Proclamation and proclaimed the week of May 19 through May 25, 2024 as National Public Works Week in the City of Dodge City, and called upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Corey Keller, Director of Public Works spoke, wanted to thank all the men and women that work hard out there to help maintain and create the infrastructure within our city. We appreciate all they do. He also invited the commissioners to a luncheon to be held at the MSB Building for city public work employees on Thursday, May 23. Commissioners thanked the public works employees for all their hard work.

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).

A concerned citizen of Dodge City asked for a change in the animal ordinance so the city could implement a trap, neuter, release program for stray cats. She stated there is an animal crisis in Dodge City in Ford County and beyond southwest Kansas.

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:

Commissioner Michael Burns moved to accept the consent calendar as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve to name the theater in the Historic Sante Fe Depot after Don Steele. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.
2. Commissioner moved to approve to purchase a Direct-Fired Thermal Oxidizer with Heat Exchanger from Ship & Shore Environmental in the amount of \$586,500. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
3. Commissioner Jeff Reinert moved to approve the quote from Guild Associates in the amount of \$131,484.17 for a Spare Vacuum Compressor for Warrior Biogas Project. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
4. Commissioner Daniel Pogue moved to approve Change Order #2 for Southbound 14th Avenue Bridge Repairs in the amount of \$194,400. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

5. Commissioner Jeff Reinert moved to approve a five-year term lease agreement in the amount not to exceed \$25,280 with American Implement for a 2023 John Deere 6r 130 Tractor. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

6. Commissioner Michael Burns moved to approve the quote from Border States Electric in the amount of \$65,980.77 to purchase Soft Starts for a VFD's Wells #6, 7, and 9. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Daniel Pogue moved to adjourn the meeting. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: June 3, 2024
Subject: Change Order #2, Iron Flat's, Phase 1 Infrastructure, PL 2105
Agenda Item: New Business

Purpose: To approve the field changes made during the construction of the Iron Flat's, Phase 1 Infrastructure.

Recommendation: Approve Change Order #2 for Iron Flat's, Phase 1 Infrastructure in the amount of \$199,621.58.

Background: At the September 6, 2022, Commission Meeting, the Commission awarded Underground Specialists, Inc. the construction of the Infrastructure Improvements for the Iron Flat's, Phase 1 Addition. During the construction of the infrastructure changes needed to be made to keep the project on schedule. Most of the changes/additions/deletion are minor and some additions are cancelled by some of the deletions. However, the largest increase was due to the increase to earthwork quantities, this was a total increase of \$191,482.63. Other items that had increases were

- An additional 2 V.F. of MH depth
- An additional 12"x12"x6" tee
- An additional 12" cap/plug
- An additional 36 L.F. of ¾" water service line
- An additional 73 S.Y. of 7" concrete pavement
- An additional 36 L.F. of curb transition
- An additional 36 L.F. of curb & gutter
- An additional ADA Ramp
- Some contractor surveying
- Change in size of MH A1 & A2
- Modification to sidewalk elevation to match lot grades.
- Storm pipe repair

The reductions are represented by

- Deletion of the connection to a future well
- Decrease in 107 L.F. of reverse curb
- Decrease in 107 S.Y. of brick pavers
- Deletion of a Type III Barricade
- Deletion of 4.6 acres of seeding

All totaled, the increase represents a 3% increase in the project cost. It is anticipated that the RHID will cover these additional costs. If not all the costs are covered, what small amount remains will be covered by the city, but that is at the end of the 25-year RHID.

City Commission Options:

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

Financial Considerations: Change Order #2 is for an increase of \$199,621.58. Funding will be from the Iron Flat's Phase 1 RHID.

Amount \$: \$199,621.58

Fund: 46230300 442004

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: By approving the Change Order from Underground Specialists, Inc., the contract dollar amount will be amended.

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

Attachments: Change Order #2

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

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Iron Flats Subdivision

PROJECT NUMBER: PL 2105

CONTRACTOR: Underground Specialists, Inc.

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	
Sanitary Sewer								
Extra depth Manhole	V.F.	140	142	2	\$214.00		\$ 428.00	
Waterline								
12"x12"x6" Tee (DIP)	Each	1	2	1	\$1,478.25		\$ 1,478.25	
12" Cap/Plug	Each	1	2	1	\$995.00		\$ 995.00	
3/4" Blue Poly Pipe Water Service	L.F.	2383	2399	16	\$22.00		\$ 352.00	
Connect to proposed Well	Each	1	0	-1	\$1,000.00		\$ (1,000.00)	
Street								
Excavation (Unclassified)	C.Y.	46464	63039	16575	\$3.85		\$ 63,813.75	
Embankment (95%)(VRF=1.15)	C.Y.	41108	58717.5	17609.5	\$7.25		\$ 127,668.88	
Concrete Pavement (7")(AE)(NRDJ)	S.Y.	4392	4465	73	\$66.64		\$ 4,864.72	
Curb Transition	L.F.	543	579	36	\$34.78		\$ 1,252.08	
Curb & Gutter (30" Reverse)	L.F.	329	222	-107	\$30.74		\$ (3,289.18)	
Curb & Gutter (30" Standard)	L.F.	1057	1179	122	\$30.74		\$ 3,750.28	
Type I Ramp (5")	Each	4	5	1	\$1,861.50		\$ 1,861.50	
Brick Pavers	S.Y.	123	16	-107	\$119.78		\$ (12,816.46)	
Type III Barricades	Each	10	9	-1	\$1,443.00		\$ (1,443.00)	
Change Order								
Surveying	L.S.	0	1	1		\$18,687.50	\$ 18,687.50	
Change in size of MH A1 & A2	L.S.	0	1	1		\$3,000.00	\$ 3,000.00	
Modification to Sidewalk Elevation	L.S.	0	1	1		\$6,880.00	\$ 6,880.00	
Storm Pipe Repair	L.S.	0	1	1		\$940.26	\$ 940.26	
Erosion Control								
Permanent Seeding	Ac.	25.6	21	-4.6	\$3,870.00		\$ (17,802.00)	
							NET INCREASE	\$ 199,621.58

RECOMMENDED FOR APPROVAL:

Ray Slattery, P.E.
Director of Engineering Services

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.

Contractor: Underground Specialists, Inc.

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: June 3, 2024

Subject: Approve Change Order (CO) #11 for the Expansion of the S. WWTP from UCI – SS 2101

Approve CO #12 for the Expansion of the S. WWTP from UCI – SS 2101

Approve CO #13 for the Expansion of the S. WWTP from UCI – SS 2101

Agenda Item: New Business

Purpose: Approve the necessary additions to the WWTP Expansion.

Recommendation: Approve CO #11 for Redundant Communications at the Primary and Intermediate Lift Stations in the amount of \$142,561.00.

Approve CO #12 for Crane Upgrade at the Hilmar Lift Station in the amount of \$27,695.00 funds will be taken from Contingency.

Approve CO #13 for Anaerobic Cell #4 Additional Coating Area in the amount of \$60,764.00 funds will be taken from Contingency.

Background:

CO #11 – Redundant Communications: It was discovered that after UCI had submitted the GMP for the project that a secondary communication line between the new lift stations at both the primary and intermediate lift station locations had been omitted from the plans. The existing lift stations, have two ways of communicating to each other, Radio and Cellular. This is so that if one mode of communication fails there is a backup. This communication is used for call outs, and more importantly, provides the operation mode of each lift station to the other lift station. This is important especially for the intermediate lift station. If for some reason the intermediate lift station is not operating or unable to turn on, it tells the primary lift station that it cannot operate, and the primary lift station shuts down. Of course, a call out alarm is also sent out. Years ago, we did not have redundant communication and the intermediate went down, the primary continued to pump. The intermediate wet well was pressurized until it finally blew the wet well hatches off the top of the wet well. By this time, the concrete roof had also lifted in the center and experienced cracking of the concrete wet well top. A structural engineer made recommendations and the existing top was repaired. The cost of this CO would need to be added to the GMP and paid through the state loan.

CO #12 – Crane Up Grade at Hilmar Lift Station: At the start of the design for the project and establishment of the GMP the size and cost of a crane was set. Prior to final plans being completed for the entire project, the City approved the GMP for the project. This was done so that construction on the project could begin. However, once the final plans were completed, it has been determined the size of the crane would not be sufficient to pull the submersible pumps out of the Hilmar Lift Station Wet Well. So, a larger crane has been specified. The cost of the large crane will be taken out of the project contingency.

CO #13 – Anaerobic Cell #4 Additional Coating Area: After KDHE reviewed the WWTP Expansion plans, the slopes of Anaerobic #4 were flattened from 2.5:1 to 2.74:1. Per the plans the concrete erosion protection (concrete coating) was to be placed from the top of the anaerobic lagoon, elevation of 2617.50, to an elevation

of 2612.00 or 5.5 vertical feet below the top of the slope paving. With the flatter slope, the distance along the slope increased 14 3/4" over the same vertical distance. This increase in distance across the entire anaerobic #4 resulted in an additional 2,440 square feet to the project. The cost of this additional coating will be taken out of contingency.

Here is a summary of the CO's to date.

- CO #1 – Addition of Earthwork to UCI's GMP – Additional \$7,256,549.86
- CO #2 – Bentonite Sealing of Anaerobic and Aerobic Lagoons, not needed after further clarification from KDHE - \$0.00
- CO #3 – Retaining Wall, after further investigation, CO #5 was required for Retaining Wall - \$0.00
- CO #4 – Change in Seeding of disturbed areas, Deduct and added to Contingency – Decrease of \$72,586.15, added to Contingency
- CO #5 – Retaining Wall for Anaerobic #4 – Additional \$376,922.00
- CO #6 – Installation of the H2S removal Vessels – Additional \$374,150.00
- CO #7 – Extra Work required for Sub-base of Lift Stations – Additional \$125,974.00. to be taken from Contingencies.
- CO #8 – HDPE Liner – Additional \$1,089,825.00
- CO #9 – Removed from UCI Project
- CO #10 –
- CO #11 – Redundant Communications – Additional \$142,561.00
- CO #12 – Hilmar Crane Upgrade - Additional \$27,695.00, to be taken from Contingencies.
- CO #13 – Additional Concrete Coating Area – Additional \$60,764.00, to be taken from Contingencies.

Change Order Total to date - \$9,328,446.86 (Only \$2,071,917.00 excluding CO #1)

City Commission Options:

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

Financial Considerations: CO #11 for \$142,561.00. Funding will come from the State Revolving Fund.
CO #12 for \$27,695.00. Funded from Contingency.
CO #13 for \$60,764.00. Funded from Contingency.

Amount \$: \$231,020.00 – \$142,561.00 added, \$88,459.00 from contingency

Fund:

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: These Change Orders will be added to the UCI's GMP Contract.

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

Attachments: CO #11, CO #12, & CO #13

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

Change Order

Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
122025. P.O. Box 880
Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 11
Seq #: 1

Contractor: Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Change Order Date: 4/29/24

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
11	1		LS	Redundant Communications		\$142,561.00

Change Order 11 per the attached scope of work and breakdown.

*CO#11 requires 47 working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 11 can be deducted from current contingency or added to the GMP.

Authorized By Owner: _____
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Accepted By Contractor: _____
Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Engineer: _____
Professional Engineering Consultants
303 S Topeka
Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order - #11

Title: Redundant Communications

Additional Days for PCO : 47 days

Description: Redundant Communications per attached Shelley Electric quote. UCI's scope includes 340' at the Primary Site & 275' at the Intermediate Site of 12" x 54" trench excavation, backfill & compaction.

DIRECT LABOR		Rate	Unit	Duration	Subtotal
Supervisor		\$75.00	MH	18	\$1,350
Operator 2ea		\$44.00	MH	36	\$1,584
Pipe Tech 3ea		\$35.00	MH	54	\$1,890
Operator 2ea (OT)		\$66.00	MH	0	\$0
Concrete Tech 3ea (OT)		\$52.50	MH	0	\$0
DIRECT LABOR TOTAL					108 \$4,824
MATERIALS		Subtotal			
Sand					\$960
					\$0
					\$0
MATERIAL TOTAL					\$960
EQUIPMENT RENTAL		Rate	UNIT	Duration	Subtotal
PU Truck		\$80.00	DY	2	\$160
303.5 Cat Excavator		\$80.00	DY	2	\$160
289 Cat Skid Loader		\$167.00	DY	2	\$334
		\$0.00	DY	0	\$0
		\$0.00	DY	0	\$0
		\$0.00	DY	0	\$0
		\$0.00	DY	0	\$0
Subtotal					\$654
Misc Equipment Running Costs					
Fuel, oil, gas, grease (30% of Equipment Rental Cost)					\$196
Equipment Hauling (Equipment is on site)		\$130.00	HR	2	\$260
Subtotal					\$456
EQUIPMENT TOTAL					\$1,110
GENERAL EXPENSE					
Labor					
Project Leader		\$95.00	MH	2	\$190
Site Manager		\$95.00	MH	0	\$0
Production Leader		\$105.00	MH	0	\$0
Production Associate		\$85.00	MH	9	\$765
QA/QC Associate		\$85.00	MH	0	\$0
Procurement Associate		\$85.00	MH	0	\$0
Safety Supervisor		\$85.00	MH	0	\$0
Subtotal					11 \$955
Materials					
Safety provisions		\$1.00	MH	119	\$119
Area yard charges		\$1.00	MH	119	\$119
Small tools		\$1.50	MH	119	\$179
Subsistence (119mhs/10)		\$150.00	Day	12	\$1,800
Utilities		\$15.00	Day	0	\$0
Office Facilities		\$45.00	Day	0	\$0
Subtotal					\$2,217
GENERAL EXPENSE TOTAL					\$3,172
UCI TOTAL WORK ITEMS					\$10,066
UCI Overhead		10%			\$1,006.57
Subtotal					\$11,072.27
UCI Profit		5%			\$553.61
UCI TOTAL COST					\$11,626
SUBCONTRACTS					
Shelley Electric					\$118,773
SUBCONTRACT TOTAL WORK ITEMS					\$118,773
UCI SUBCONTRACT FEE		10%			\$11,877.30
UCI SUBCONTRACT TOTAL COSTS					\$130,650
TOTAL COST (UCI WORK AND SUBCONTRACTORS)					\$142,276
Insurance		0.2%			\$285
CHANGE ORDER TOTAL for Redundant Communications					\$142,561



Shelley Electric, Inc.

3619 W 29th St South
PO Box 12124
Wichita, KS 67277
Ph 316-945-8311
Fax 316-945-2604

March 29, 2024

Mr. Walter Marcotte
UCI

VP-Estimating

WMarcotte@ucict.com

(316) 265-9506

Dodge City WWTP – Redundant Communications;

We are pleased to provide you with a quote for your consideration for the above project.

Base Bid: \$ 118,773.00

Scope of work:

- Includes providing redundant communications between the lift stations per Pedrotti's attached proposal.
- Includes a fiber connection between the existing Primary Lift station and the new Primary Lift station.
- Includes a fiber connection between the existing intermediate lift station and the new intermediate lift station.
- Includes using a 4" PVC with (3) 1 ¼" innerduct raceway system between the old structures and the new structures. This product is similar to the 4" PVC with (4) 1".
- Includes new Pedrotti equipment and programming. See attached.
- Includes new 6 strand fiber to match the new fiber installed at the South Plant.
- Excludes excavation.
- Excludes SALES TAX.

If you have any questions, please call me at (316) 945-8311

Respectfully Submitted,

SHELLEY ELECTRIC, INC.

Curtis Mitchell
VP-Estimating

SHELLEY ELECTRIC, INC.

Change Order #002 Redundant Communications
PRICING SUMMARY

Description: Provide redundant communications for the lift stations

I	MATERIAL				
	A. Per Extend Sheet			\$	29,977.68
	B. Quoted Items				
	C. Subcontractor	Pedrotti		\$	34,369.00
				\$	-
				\$	-
	TOTAL MATERIAL COSTS				\$ 64,346.68
II	LABOR COSTS	HOURS	RATE		
	A. Journeyman	325	\$ 35.00	\$	11,375.00
	Journeyman O.T.	0	\$ 52.50	\$	-
	Foreman (16% of JW)	52	\$ 38.50	\$	2,002.00
	Foreman O.T.	0	\$ 57.75	\$	-
	Gen Foreman	0	\$ 42.00	\$	-
	Gen Foreman O.T.	0	\$ 63.00	\$	-
	B. Burden %	75%			\$10,032.75
	TOTAL LABOR COSTS				\$ 23,409.75
	TOTAL DAYS ADDED TO THE PROJECT:		47.1		
III	EQUIPMENT COSTS				
	A. Small Tools (4.5%) of Labor Cost			\$	1,053.44
	B. Rental Equipment				
	C. Transportation Costs (6%) of materials			\$	1,798.66
	D. Storage Costs (3.5%) of materials			\$	2,252.13
	TOTAL EQUIPMENT COSTS				\$ 5,104.23
IV	JOB COSTS EXPENSES				
	A. Offsite storage & Pre-fab				
	B. Bonds, Security, Project Insurance			\$	877.56
	C. Permits, Fees			\$	45.00
	D. Safety Equipment (2%) of Labor Costs			\$	468.20
	E. Freight (3%) of quoted items			\$	-
	F. Mobilize/Demobilize				
	G. Document Controls			\$	877.56
	H. Warrany			\$	438.78
	I. Technology			\$	1,755.13
	J. Per Diem (\$125 per day)			\$	5,887.50
					\$ 4,462.23
V	TOTAL PRIME COST				\$ 97,322.90
VI	OVERHEAD @ 13%				\$ 12,651.98
VII	TOTAL NET COSTS				\$109,974.87
VIII	SUBTOTAL				\$ 109,974.87
IX	PROFIT @ 8%				\$ 8,797.99
X	SALES TAX PERCENTAGE	7.50%			\$ -
XI	TOTAL AND SELL PRICE FOR DIRECT COSTS				\$ 118,773.00
	PREPARATION FEE	HOURS	RATE		
		0	\$ 125.00	\$	-
	TOTAL CHANGE TO CONTRACT				\$ 118,773.00
	TOTAL DAYS ADDED TO THE CONTRACT				47.1



March 21st, 2024

Curtis Mitchell
Shelley Electric
3619 W 29th St. S
Wichita, KS 67217

Reference: Dodge City WWTP Expansion Project Potential Change Notice - SCADA Communications Redundancy
Quote No: 2208

Dear Curtis:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you with the following quotation for the subject referenced above.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	5	Upgrade PLCs To include: <ul style="list-style-type: none">• Allen-Bradley 5069 PLC Processor• Allen-Bradley 1769 Ethernet Adapter• Applies to New Control Panels CP-PR, CP-HL, CP-IN• Applies to Existing Control Panels – Primary, Booster Station
B.	4	Upgrade Cellular Modems To include: <ul style="list-style-type: none">• GE MDS Orbit Cellular Router• Applies to New Control Panels CP-PR, CP-HL, CP-IN• Applies to Existing Control Panels – Primary, Booster Station
C.	2	Yagi Cellular Antennas To include: <ul style="list-style-type: none">• Yagi Cellular Antennas (CP-PR, CP-IN)• Coax Cable & Connectors

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
D.	1	Omni Cellular Antennas To include: <ul style="list-style-type: none"> • Omni Cellular Antenna (CP-HL) • Coax Cable & Connectors
E.	LOT	Programming & Integration

TOTAL PRICE (ITEMS A-E): \$34,369.00**

****Clarifications/Exclusions**

1. Pricing is exclusive of taxes, fees, permits, bonds, and licenses unless noted above.
2. FOB Factory. **Freight included.**
3. Terms: Net 30 Days.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

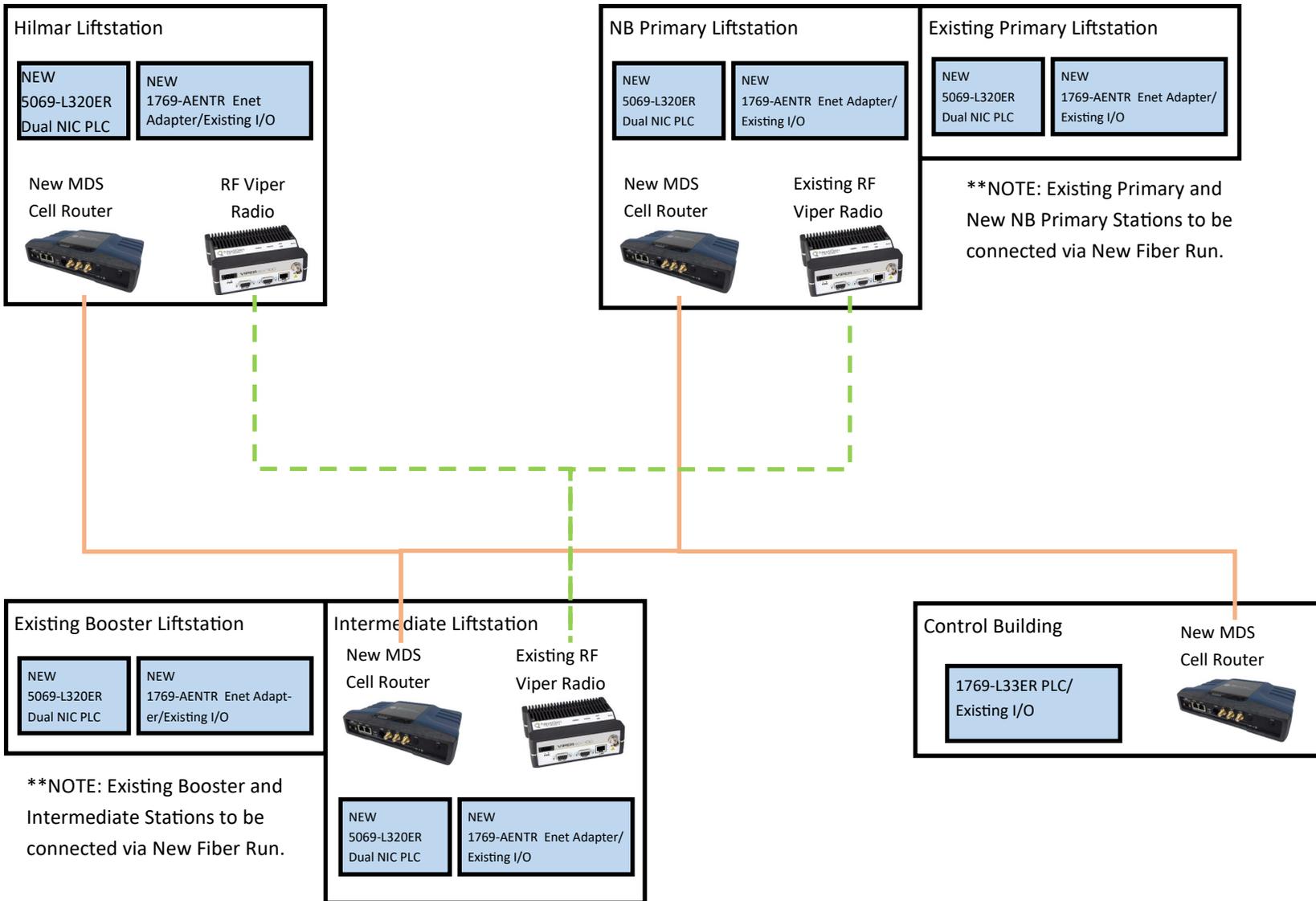
R. E. PEDROTTI COMPANY

Bill Wilkus

Bill Wilkus

— Cellular Network
 — Radio Network

Redundant Communications Additions and Network Layout



Job Name: Dodge City WW System Expansion

Job Number: 174

Extension Name: REDUNDANT COMMUNICATIONS **[Items and ByProducts] Summary**

Report: Bid Price & NECA 1 by CC

Item #	Item Name	Quantity	Bid Price	U	Ext Bid Price	Labor *	U	Ext Labor *	CCode
	CCode: <none>				\$7,380.00			0.00	
	CCode: Branch Rough				\$3,473.60			57.30	
	CCode: Feeder Rough				\$14,623.45			118.40	
	CCode: Hangers/Anchors				\$293.59			10.75	
	CCode: Data Fiber Cable				\$2,065.80			11.76	
	CCode: Data Fiber Terminations				\$1,520.00			47.00	
	CCode: Underground/Civil Work				\$534.84			80.07	
	CCode: Branch Wire				\$86.40			0.00	
[Items and ByProducts] Total:					\$29,977.68			325.29	

Item #	Item Name	Quantity	Bid Price	U	Ext Bid Price	Labor *	U	Ext Labor *	CCode
Label Set: Combined, Combined, Combined, Combined, Combined					\$29,977.68			325.29	
CCode: <none>					\$7,380.00			0.00	
100,025	24"x36" HANDHOLE	6.00	\$1,230.00	E	\$7,380.00	0.00	X	0.00	_
100,026	PVC DUCT BANK SPACER	104.55	\$0.00	X	\$0.00	1.25	X	0.00	_
CCode: Branch Rough					\$3,473.60			57.30	
2,099	1 GRC	80.00	\$928.91	C	\$743.13	7.00	C	5.60	cb
3,820	1 GRC LB BODY	6.00	\$26.00	E	\$156.01	0.80	E	4.80	cb
4,103	1 GRC FLAT COVER	6.00	\$14.35	E	\$86.13	0.00	X	0.00	cb
4,112	1IN COND BDY NEO GASK	6.00	\$7.03	E	\$42.17	0.00	X	0.00	cb
4,592	1 LOCKNUT	16.00	\$22.26	C	\$35.56	0.13	E	2.08	cb
4,662	1 BUSH PLASTIC	8.00	\$56.00	C	\$44.48	0.13	E	1.04	cb
4,787	1 ALUM MEYERS HUB	4.00	\$1,197.00	C	\$47.88	0.55	E	2.20	cb
5,310	1 GRC CHNL STRAP	10.00	\$347.77	C	\$34.78	3.00	C	0.30	cb
5,468	3/8 X 3 HANGER BOLT	24.00	\$60.78	C	\$14.59	0.00	C	0.00	cb
6,790	1 GRC/PVC COATED	80.00	\$788.94	C	\$631.15	10.00	C	8.00	cb
6,818	1 GRC/PVC COUP	32.00	\$1,170.38	C	\$374.52	0.40	E	12.80	cb
6,845	1 GRC/PVC 90 ELBOW	16.00	\$3,626.85	C	\$580.30	0.70	E	11.20	cb
7,792	1 GRC/PVC 1H STRAP	16.00	\$17.98	E	\$287.61	4.00	C	0.64	cb
7,805	1 GRC/PVC CHNL STP	8.00	\$2,215.43	C	\$177.23	3.00	C	0.24	cb
7,944	1 PVC 40 UG	160.00	\$181.29	C	\$290.06	5.25	C	8.40	cb
CCode: Feeder Rough					\$14,623.45			118.40	
25,694	30"X30"X12" DEEP J-BOX 4X SS J-BOX	4.00	\$2,575.00	E	\$10,300.00	5.00	E	20.00	cf
100,227	4" PVC w/ (4) 1" INNERDUCT	615.00	\$7.03	E	\$4,323.45	16.00	C	98.40	cf
CCode: Hangers/Anchors					\$293.59			10.75	
5,440	3/8 ROD COUPLING B-LINE	24.00	\$539.21	C	\$129.41	0.00	C	0.00	ch
5,905	3/8" FLAT STEEL WASHER	48.00	\$2.20	C	\$1.06	0.70	C	0.34	ch
5,914	3/8 LOCK WASHER	24.00	\$3.89	C	\$0.93	0.70	C	0.17	ch
6,065	3/8" SADDLE WASHER	24.00	\$10.71	C	\$2.57	0.70	C	0.17	ch
6,072	3/8" NUT	72.00	\$18.26	C	\$13.15	7.00	C	5.04	ch
6,079	3/8" ALL THREAD	24.00	\$234.65	C	\$56.32	0.00	C	0.00	ch
6,286	1 5/8 UNISTRUT P1000-10GR	12.00	\$751.28	C	\$90.15	12.00	C	1.44	ch
6,431	CHANNEL CUTS - LABOR ONLY	12.00	\$0.00	C	\$0.00	30.00	C	3.60	ch
CCode: Data Fiber Cable					\$2,065.80			11.76	
30,267	6 FIBER M-MODE OUTDOOR CABLE	780.00	\$1.91	E	\$1,489.80	12.00	M	9.36	fc
30,375	FO 3M SIMPLEX PATCH CORDS PRE-MADE	24.00	\$24.00	E	\$576.00	0.10	E	2.40	fc
CCode: Data Fiber Terminations					\$1,520.00			47.00	
30,337	1-12 GEL FILLED FO CBL PREPARATION	4.00	\$35.00	E	\$140.00	2.00	E	8.00	ft
30,353	1-12 FO FANOUT PREPARATION	4.00	\$35.00	E	\$140.00	2.00	E	8.00	ft
30,358	FO SINGLE STRAND FUSION SPLICING	24.00	\$30.00	E	\$720.00	0.30	E	7.20	ft
30,365	FIBER OPTIC SPLICE TRAY	4.00	\$40.00	E	\$160.00	0.25	E	1.00	ft
30,473	LIGHT SOURCE/CONTINUITY	12.00	\$12.00	E	\$144.00	0.75	E	9.00	ft
30,479	OTDR - BI-DIRECTIONAL W/DOC	12.00	\$12.00	E	\$144.00	0.75	E	9.00	ft
30,482	FO LABELING 4 ID POINTS PER STRAND	24.00	\$3.00	E	\$72.00	0.20	E	4.80	ft
CCode: Underground/Civil Work					\$534.84			80.07	
27,666	30X48 TRENCH/BACK/95%COMP	615.00	\$0.00	Q	\$0.00	11.52	C	70.85	mu
31,563	3-IN RED ELEC DET BURIED 1000' ROLL	615.00	\$69.67	M	\$42.84	10.00	M	6.15	mu
31,566	UG UTILITY MARKER	12.30	\$40.00	E	\$492.00	0.25	E	3.08	mu
CCode: Branch Wire					\$86.40			0.00	
10,195	3/16 X 3000' MEASURING TAPE	720.00	\$120.00	M	\$86.40	0.00		0.00	wb
[Items and ByProducts] Total:					\$29,977.68			325.29	

Change Order

Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
 122025. P.O. Box 880
 Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 12
 Seq #: 1

Contractor: Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Change Order Date: 5/20/24

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
12	1		LS	Hilmar Crane Upgrade		\$27,695.00

Change Order 12 per the attached scope of work and breakdown.

Change Order 12 per the attached scope of work and breakdown:

3,000# Crane Upgrade with Concrete Pad - \$30,426.00
1,000# Crane Deduct - \$2,731.00
Total Change Order Amount - \$27,695.00

Crane lead time is 8 weeks.

*CO#12 requires 2 working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 12 can be deducted from current contingency or added to the GMP.

Authorized By Owner: _____
 City of Dodge City
 P.O. Box 880
 Dodge City, KS 67801

Accepted By Contractor: _____
 Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Engineer: _____
 Professional Engineering Consultants
 303 S Topeka
 Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order - #12

Title: Hilmar Crane Upgrade (Reference Submittal #170)

Additional Days for PCO : 2 days

Description: Hilmar crane upgrade. Includes excavation, formwork, placement, backfill of 5.5' x 5.5' x 4' deep concrete crane pad with reinforcement.

DIRECT LABOR				
	Rate	Unit	Duration	Subtotal
Supervisor	\$75.00	MH	18	\$1,350
Operator 2ea	\$44.00	MH	36	\$1,584
Concrete / Pipe Tech 3ea	\$35.00	MH	48	\$1,680
Ironworker (Reinforcing and Structural) 3ea	\$43.47	MH	6	\$261
		MH	0	\$0
DIRECT LABOR TOTAL				\$4,875
MATERIALS				
	Subtotal			
Anchors / Concrete / Reinforcement / Form Materials / Aggregate	\$2,500			
3000# Crane Upgrade	\$14,634			
	\$0			
	\$0			
MATERIAL TOTAL				\$17,134
EQUIPMENT RENTAL				
	Rate	UNIT	Duration	Subtotal
PU Truck	\$80.00	DY	2	\$160
303.5 Cat Excavator	\$80.00	DY	2	\$160
289 Cat Skid Loader	\$167.00	DY	2	\$334
	\$0.00	DY	0	\$0
	\$0.00	DY	0	\$0
	\$0.00	DY	0	\$0
	\$0.00	DY	0	\$0
Subtotal				\$654
GENERAL EXPENSE				
Labor				
Project Leader	\$95.00	MH	2	\$190
Site Manager	\$95.00	MH	0	\$0
Production Leader	\$105.00	MH	0	\$0
Production Associate	\$85.00	MH	9	\$765
QA/QC Associate	\$85.00	MH	0	\$0
Procurement Associate	\$85.00	MH	0	\$0
Safety Supervisor	\$85.00	MH	0	\$0
Subtotal				\$955
Materials				
Safety provisions	\$1.00	MH	119	\$119
Area yard charges	\$1.00	MH	119	\$119
Small tools	\$1.50	MH	119	\$179
Subsistence (119mhs/10)	\$150.00	Day	12	\$1,800
Utilities	\$15.00	Day	0	\$0
Office Facilities	\$45.00	Day	0	\$0
Subtotal				\$2,217
GENERAL EXPENSE TOTAL				\$3,172
UCI TOTAL WORK ITEMS				\$26,291
UCI Overhead	10%			\$2,629.05
Subtotal				\$28,919.57
UCI Profit	5%			\$1,445.98
UCI TOTAL COST				\$30,366
SUBCONTRACTS				
SUBCONTRACT TOTAL WORK ITEMS				\$0
UCI SUBCONTRACT FEE	10%			\$0.00
UCI SUBCONTRACT TOTAL COSTS				\$0
TOTAL COST (UCI WORK AND SUBCONTRACTORS)				\$30,366
Insurance	0.2%			\$61
CHANGE ORDER TOTAL for Hilmar Crane Upgrade				\$30,426

Pedestal Base Quote – 5.20.24:

RE: Thern Portable Davit Crane quotes



Tammy Doesken <tammy.doesken@lifting.com>

To Jason Brady

☺ Reply Reply All Forward 📧 ⋮

Mon 5/20/2024 9:02 AM

 You forwarded this message on 5/20/2024 9:41 AM.
This message is part of a tracked conversation. Click here to find all related messages or to open the original flagged message.

Hi Jason,

Sorry I thought it was one of the items offered on the chart:

5BP30: \$1185.00

Estimated lead time: 6-8 weeks

Thank you,
Tamara Doesken
Bishop Lifting Products, Inc.
1775 S. West St.
Wichita, KS 67213
O: 316-942-2453
tammy.doesken@lifting.com
www.Lifting.com



Updated Pricing(Crane & Cable) – 5.15.20:

From: Tammy Doesken <tammy.doesken@lifting.com>
Sent: Wednesday, May 15, 2024 4:57 PM
To: Jason Brady <jasonb@ucict.com>
Subject: RE: Thern Portable Davit Crane quotes

Hi Jason,

Sorry for the delay. Here is the additional pricing for all the add on options they are all separate see attached pages.

here is your updated pricing for the unit, pricing quotes are only valid for 30 days.

5PT30J-M1 : list price- \$12,880.00

WA38-45DS: list price- \$569.00

Estimated lead time: 8 weeks

I will get the cable and hardware quote over to you when we re open after inventory.

Please note our store will be closed Thursday 5/16 and Friday 5/17 for inventory. We will re-open Monday 5/20*

Thank you,
Tamara Doesken
Bishop Lifting Products, Inc.
1775 S. West St.
Wichita, KS 67213
O: 316-942-2453
tammy.doesken@lifting.com
www.Lifting.com



Original Quote for 1,000# and 3,000# Crane – 2.6.24:

From: Tammy Doesken <tammy.doesken@lifting.com>
Sent: Tuesday, February 6, 2024 11:24 AM
To: Walter Marcotte <wmarcotte@ucict.com>
Subject: Thern Portable Davit Crane quotes

You don't often get email from tammy.doesken@lifting.com. [Learn why this is important](#)

Hi Walter,

1,000 # Crane: 5PT10-M1: \$2,210.00 EA
Cable 35ft long WA25-36NS:\$164.00 EA
+ Freight
Estimated lead time 6-8 weeks

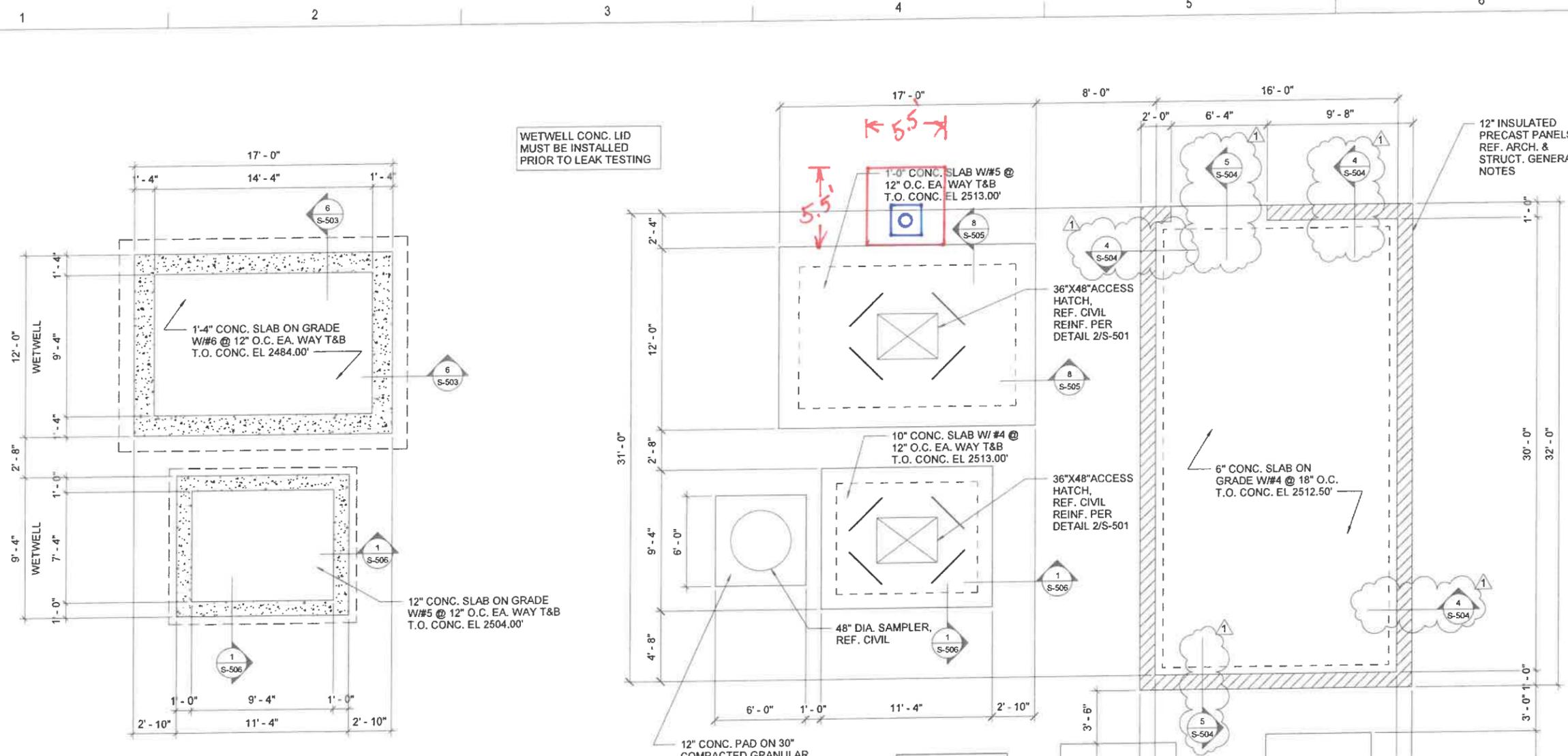
3,000 # Crane 5PT30J-M1 : \$12,210.00 EA
Cable 35ft long WA38-45DS: \$552.00 EA
+ Freight
Estimated lead time: 8 weeks
Specs attached for this model

Thank you for the opportunity to quote.

Thank you,
Tamara Doesken
Bishop Lifting Products, Inc.
1775 S. West St.
Wichita, KS 67213
O: 316-942-2453
tammy.doesken@lifting.com
www.Lifting.com



4/21/2023 2:14:48 PM
 BIM 360://210263-001 Dodge City WWTP Expansion/210263-001_STRUC_Hilmar LS R20.rvt

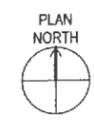


A LOWER FOUNDATION PLAN
 1/4" = 1'-0"



- PLAN NOTES**
1. REFERENCE SHEETS S-001 & S-002 FOR STRUCTURAL GENERAL NOTES.
 2. REFERENCE SHEET S-003 FOR IBC INSPECTION TABLES.
 3. REFERENCE SHEETS S-501 & S-502 FOR TYPICAL FOUNDATION DETAILS.

B FOUNDATION PLAN
 1/4" = 1'-0"



WASTEWATER SYSTEM EXPANSION - PACKAGE 3

CITY OF DODGE CITY, KANSAS

Rev.	DESCRIPTION	DATE
1	KDHE REVIEW	4/2/23

JOB NO.	210263-001
DATE	MARCH 2023
PM	NDF
DESIGNED BY	DKC
DRAWN BY	DGC
CHECKED BY	MWK

HILMAR LIFT STATION FOUNDATION PLANS

S-110

Change Order

Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
 122025. P.O. Box 880
 Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 13
 Seq #: 1

Contractor: Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Change Order Date: 5/17/24

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
13	1		LS	Anaerobic Cell Additional Coating Footage		\$60,764.00

Change Order 13 per the attached scope of work from Gray & Company and following breakdown:

*Add coating system to 2,440 additional square feet from 14.81' to 16.04' from the wall, down the slope.
 Gray & Company Cost - \$55,240.00
 UCI Markup(10%) - \$5,524.00
 Total Cost - \$60,764.00*

*CO# 13 requires 7 working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 13 can be deducted from current contingency or added to the GMP.

Authorized By Owner: _____
 City of Dodge City
 P.O. Box 880
 Dodge City, KS 67801

Accepted By Contractor: _____
 Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Engineer: _____
 Professional Engineering Consultants
 303 S Topeka
 Wichita, KS 67202

GRAY&

COMPANY

Proposal

To: UCI

Date: 5/14/24

Project: Dodge City WWTP

Scope:

- Add coating system to 2,440 additional square feet from 14.81' to 16.04' down slope in anaerobic basin

Price:

\$ 55,240

Notes:

- All work is figured at regular time rates. Overtime and off-hour work are not included.

Thank you for considering our proposal. Please call with any questions you may have.

Sincerely,



Walker Gray

785-232-0913
3401 S Kansas Ave
Topeka KS 66611
graycoatings.com



Memorandum

To: City Commissioners and City Manager Nick Hernandez
From: Paige Gilmore, City Attorney
Date: June 3, 2024
Subject: Chaffin Building Lease Dodge City Community College
Agenda Item: New Business

Purpose: Approve Lease Agreement leasing space to Dodge City Community College in the Chaffin Building at 100 Chaffin Road.

Recommendation: Approve Lease Agreement leasing space to Dodge City Community College in the Chaffin Building at 100 Chaffin Road.

Background: The Dodge City Community College has been utilizing space in the Chaffin Building for technical education. The Community College approved this draft of the Chaffin Agreement at the May 21, 2024 Board of Trustees meeting. This agreement reflects the current and ongoing landlord-tenant relationship for the space.

City Commission Options:

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

Financial Considerations: This will result in lease payments being made from the Community College to the City.

Amount \$:
Fund: Dept: Expense Code:
___ Budgeted Expense ___ Grant ___ Bonds ___ Other

Legal Considerations: This contract has been reviewed by counsel for the City and the Community college.

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

Attachments: Chaffin Lease.

Approved for the Agenda by:



Paige Gilmore, City Attorney

Chaffin Building Lease Agreement

This Lease Agreement ("Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "LANDLORD") and Dodge City Community College, a Kansas community college (the "TENANT").

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and the TENANT agree as follows:

1. LEASED PREMISES FOR INITIAL TERM; Classroom Space, Warehouse Space, and Shared Space: The LANDLORD hereby leases to the TENANT part of that property known as the Chaffin Building, located at the Industrial Park with an address of 100 Chaffin Road in Dodge City, Kansas. LANDLORD hereby leases to the TENANT three areas of the Chaffin building:

- a. as indicated on the attached Exhibit A, a portion of the Chaffin Building labeled in blue, hereinafter referred to as "Classroom Space;"
- b. as indicated on the attached Exhibit A, a portion of the Chaffin Building Warehouse labeled in purple, hereinafter referred to as "Warehouse Space;"
- c. as indicated on the attached Exhibit A, a portion of the Chaffin Building and Chaffin Building Warehouse, to be utilized as shared space between LANDLORD and TENANT labeled in yellow, hereinafter referred to as "Shared Space;"

The area indicated, attached hereto as "Exhibit A," and made a part hereof, is comprised of fifteen thousand seven hundred fifty-five (15,755) square feet and is hereinafter collectively referred to as the "Leased Premises."

The Parties mutually agree and understand the parking area surrounding the Chaffin Building and the Chaffin Building Warehouse is not part of the Leased Premises but may be utilized by TENANT as is reasonably necessary to access the Leased Premises. TENANT's utilization of the parking area shall not impede or inhibit LANDLORD's use of the Chaffin Building or the Chaffin Building Warehouse.

2. INITIAL TERM: The term of this lease shall begin on August 1, 2023, and shall continue until July 31, 2024 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. The Lease Term may be extended for two (2) additional terms of three (3) years each (the "Renewal Terms") by mutual agreement of the parties, by TENANT providing written notice of the exercise of the Renewal Term to the LANDLORD no less than three (3) months in advance of the expiration of the Lease Term or any Renewal Term, and LANDLORD's written acceptance of the Renewal Term no less than two (2) months in advance of the expiration of the Lease Term or any Renewal Term.

The Parties acknowledge TENANT has provided written notice of its intent to exercise the first three-year Renewal Term and LANDLORD has provided written acceptance of the same.

3. LEASE RENTAL: The annual rental for the Lease Term shall be as follows:

a. \$94,530.00 for the first year (\$6.00 per square foot) (August 1, 2023 – July 31, 2024).

4. LEASED PREMISES FOR RENEWAL TERM: The Leased Premises for the Renewal Term shall be the same as the Leased Premises for the Initial Term, less the 1,670 square foot area shown on Exhibit A outlined in dark blue. Therefore, the Leased Premises for the Renewal Term shall be fourteen thousand eighty-five (14,085) square feet.

5. LEASE RENTAL IN RENEWAL TERM: The annual rental for the renewal term(s) shall be as follows:

a. \$88,031.25 (\$6.25 per square foot) (for dates August 1, 2024 – July 31, 2025);

b. \$91,552.50 (\$6.50 per square foot) (for dates August 1, 2025 – July 31, 2026);

c. \$95,073.75 (\$6.75 per square foot) (for dates August 1, 2026 – July 31, 2027);

d. \$98,595.00 (\$7.00 per square foot) (for dates August 1, 2027 – July 31, 2028);

e. \$102,116.25 (\$7.25 per square foot) (for dates August 1, 2028 – July 31, 2029);

f. \$105,637.50 (\$7.50 per square foot) (for dates August 1, 2029 – July 31, 2030).

6. REPAIR AND MAINTENANCE: Throughout the term of this Lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the Chaffin Building and Chaffin Building Warehouse and shall be responsible for repairs necessitated by structural defects of the Chaffin Building and Chaffin Building Warehouse. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. The LANDLORD shall maintain all portions of the area adjoining the Leased Premises including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the Classroom Space and Warehouse Space, including but not limited to, cleaning, painting, and general upkeep. LANDLORD shall be responsible for interior maintenance of the Shared Space, including but not limited to, cleaning, painting, and general upkeep. TENANT shall be responsible for the prompt repair of any damage to the Leased Premises caused by the negligent or intentional acts of its employees or students, including but not limited to, plumbing and electrical facilities located within the Leased Premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the Leased Premises by the TENANT, including but not limited to telephone

lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

The TENANT shall be responsible for daily maintenance of all restroom facilities accessible to Tenant. Maintenance shall include cleaning as well as supplying all paper products in said restroom facilities.

7. SIGNAGE: The TENANT shall be responsible for signage inside the Chaffin Building or Chaffin Building Warehouse that TENANT might desire, the style and location of which shall be subject to prior approval of the LANDLORD.

8. JANITORIAL SERVICES: The LANDLORD shall be responsible for providing janitorial services for the Shared Space of the Chaffin Building and Chaffin Building Warehouse. The Shared Space shall consist of the areas shown on Exhibit A in yellow. The TENANT shall be responsible for providing janitorial services to the Leased Premises as well as the restroom facilities accessible to the TENANT.

9. TAXES: The LANDLORD shall pay all real estate taxes (including special assessments) on the Chaffin Building and Chaffin Building Warehouse, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the Leased Premises.

10. USE: The TENANT shall use and occupy the Leased Premises for the operation of Dodge City Community College educational programming. The TENANT shall not use or knowingly permit any part of the Leased Premises to be used for any other purpose, without the prior written consent of the LANDLORD.

In the Renewal Term(s), the TENANT shall not use the parking area or other areas surrounding the Leased Premises for CDL testing or training. LANDLORD may agree to provide an alternative space for CDL testing or training in a separate agreement. The Parties agree TENANT shall not store large vehicles on or around the Leased Premises. TENANT may continue to use the parking area for CDL testing or training as such use exists as of the effective date for the remainder of the Initial Term.

11. TENANT RENOVATIONS: The TENANT acknowledges that no representation, statement, or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the Leased Premises.

The TENANT agrees to share equally with the LANDLORD in the cost of the partition which defines the area shown on Exhibit A in purple (the Warehouse Space). The TENANT will pay its share of the partition cost to the LANDLORD within thirty (30) days of the presentation of the itemization of said cost.

Any future renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

The TENANT further covenants and agrees to pay the entire cost of any work on the Leased Premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

The TENANT additionally acknowledges any improvements and/or fixtures added to the Leased Premises at TENANT's expense, whether added prior or subsequent to this Lease agreement shall be the property of the LANDLORD and shall not be removed upon the expiration or termination of the Lease.

12. ACCESS BY TENANT: The TENANT will have access to the Leased Premises by the south door of the office facility. This door is identified on Exhibit A. LANDLORD will provide 3 keys to TENANT for the south door. TENANT will ensure that the keys are maintained only by personnel authorized for entry. If at any time it is necessary to re-key the south door as a result of keys being lost or misplaced, TENANT will be responsible for the cost of re-keying and new keys.

13. CASUALTY INSURANCE: The LANDLORD agrees to keep the Chaffin Building insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

14. TENANT LIABILITY INSURANCE: The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that shall save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of Leased Premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

15. DESTRUCTION: In the event the Leased Premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease

agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the Leased Premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.

16. UTILITIES: LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the Leased Premises. TENANT shall be responsible for any telecommunications and data utilities required.

17. ASSIGNMENT BY TENANT: The TENANT shall not assign this Lease nor sublet or permit the Leased Premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

18. RULES AND REGULATIONS: The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the Chaffin Building and Chaffin Building Warehouse of which the Leased Premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

19. EARLY TERMINATION: Notwithstanding any other provision in this Lease, this Lease may be terminated by either party giving written notice to the other party on or before December 1st of any year with the termination effective on July 31st of the following year.

20. NOTICES: Any notice under this Lease must be in writing and sent by registered or certified mail to:

The LANDLORD: City Manager
City Hall
P.O. Box 880
Dodge City, Kansas 67801

The TENANT: President
Dodge City Community College
2501 North 14th Street
Dodge City, Kansas 67801

21. EFFECTIVE DATE: This Lease shall be effective as of the date signatures are affixed to this Lease by persons with authority to bind the parties.

22. BINDER and ENTIRE AGREEMENT: This Lease shall be binding on the parties hereto and their respective successors and assigns. This Lease exclusively encompasses the entire agreement of the Parties, and supersedes all previous negotiations, understandings, and agreements between the Parties, whether oral or written, including, without limitation, any oral discussions, letters of intent and email correspondence. The Parties acknowledge and represent, by their signatures below, that the Parties have not relied on any representation, understanding, information, discussion, assertion, guarantee, warranty, collateral contract, or other assurance, except those expressly set forth in the Lease and this Amendment, made by or on behalf of any other Party or any other person whatsoever, prior to the execution of this Amendment. The Parties waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, understanding, information, discussion, assertion, guarantee, warranty, collateral contract, or other assurance.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year written below.

CITY OF DODGE CITY, KANSAS

Michael Burns, Mayor

ATTEST:

Connie Marquez, City Clerk

Date of Approval

DODGE CITY COMMUNITY COLLEGE

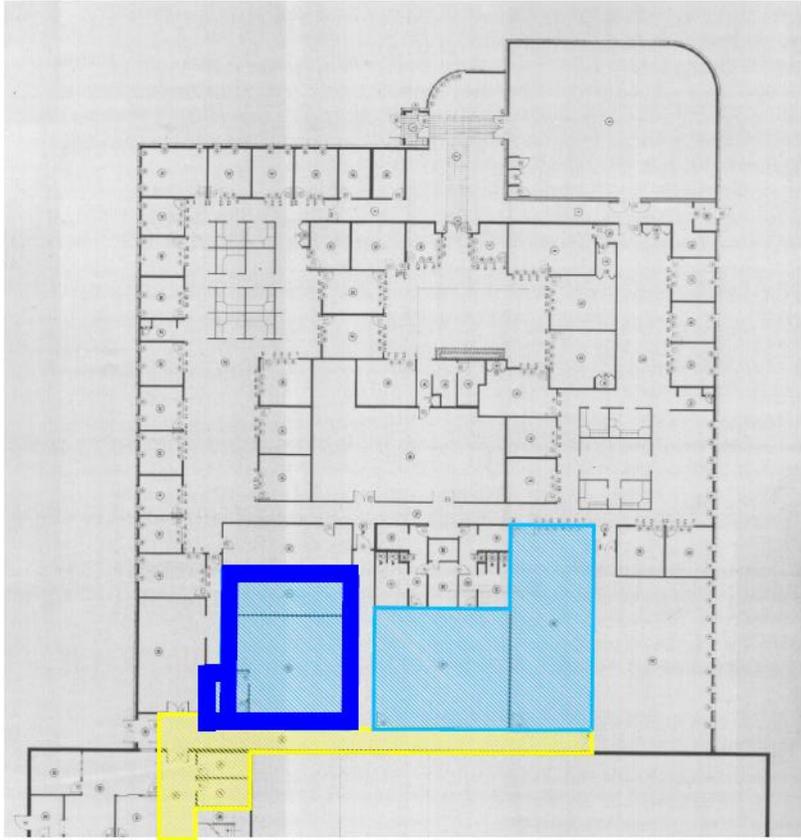
Gary Harshberger, Chair
Board of Trustees

ATTEST:

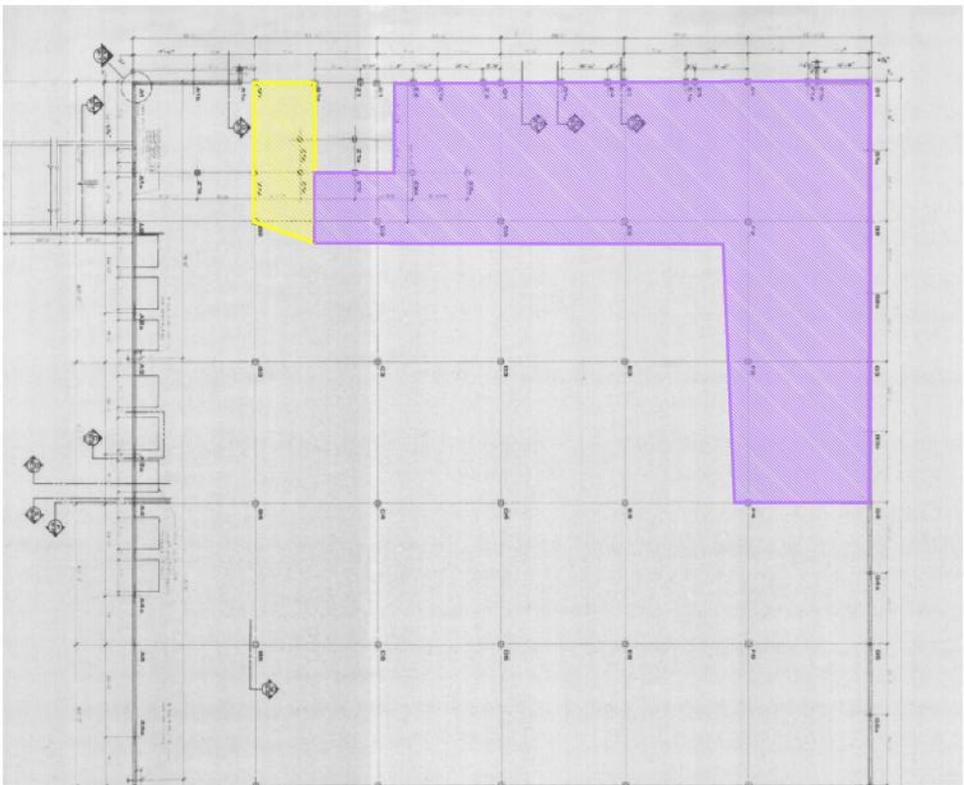
Dr. Harold Nolte, President

Date of Approval

EXHIBIT A



DC3 TOTAL AREA:
15,755 SQ. FT



DESIGNED BY	CITY OF DODGE CITY, KANSAS		PROJECT NO.
CHECKED BY	CITY HALL ENGINEERING DEPARTMENT (620) 225-4108		
DATE	DC3 SPACE	MSB OFFICE & WAREHOUSE	SHEET OF
06/13/23			1 OF 1
			REVISIONS
			1