

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Monday, August 5, 2024

7:00 p.m.

MEETING #5286

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

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

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

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

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Albert Shrock, Bible Baptist Church

PLEDGE OF ALLEGIENCE

PUBLIC HEARING

Rural Housing Incentive District (USD 443)

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).

Great Plains Development Update Report

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, July 15, 2024.
2. Appropriation, Ordinance No.17, August 5, 2024.
3. Cereal Malt Beverage License:
 - a. Love's Store # 58, 1108 W Wyatt Earp Blvd.

(on file in city clerk's office)

4. Approve Change Order #2 for US 50 Mill & Inlay Project
5. Approval of Invoice from Nicholson Ventures for the Replacement of the WWTP Irrigation Booster Pump Engine.

ORDINANCES & RESOLUTIONS

Ordinance No. 3814:An Ordinance Directing the Installation of Stop Signs at the Following Intersections: South Fourteenth Avenue and Marboeuf Boulevard, South 14th Avenue and Malgretout Parkway, McArtor Road and Malgretout Parkway, Iron Road and Lonesome Trail, Iron Road and Brexley Way, and Providing Penalties for the Violation of the Provisions of this Ordinance. Report by Director of Engineering, Ray Slattery.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Appointment for Housing Authority Advisory Board. Report by Collin Clark, Public Information Officer.
2. Approval of Environmental Review Form for the Southwest Kansas Housing Program 2023. Report by Assistant City Manager, Melissa McCoy and City Attorney, Paige Gilmore
3. Approval of Bid for Rear Loader and Side Loader Trash Trucks for the Dodge City Sanitation Department. Report by Director of Administration, Ryan Reid.
4. Approval of the Proposal to Remove and Bypass all 40 of the Valves in the 4 Bowl Units at United Wireless Arena. Report by Melissa McCoy, Assistant City Manager,
5. Approval of the Arc Flash Studies Proposal for the South Wastewater Treatment Plant. Report by Ray Slattery, Director of Engineering.
6. Approval of Release of City Encumbrances for Boot Hill Solar Farm. Report by Paige Gilmore, City Attorney and Ray Slattery, Director of Engineering.
7. Approval of Real Estate Contract for the Purchase of Approximately 16.5 acres from the Victory Electric Cooperative Association, Inc. Report by Nick Hernandez, City Manager.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Monday, July 15, 2024

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MEETING #5285

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CALL TO ORDER

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

INVOCATION BY

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Chuck Taylor moved to amend the agenda adding another executive session, preliminary discussion on acquisition of real estate property. Commissioner Michael Burns moved to approve the agenda with the additions. Commissioner Jeff Reinert seconded the motion. The motion carried 4 - 0.

PETITIONS & PROCLAMATIONS

Justin Wilson, Marketing Coordinator for Dodge City Convention Visitors Bureau read the National Day of the Cowboy Proclamation. Mayor Chuck Taylor proclaimed the 4th Saturday in July each year as National Day of the Cowboy and encourages the people of Dodge City, Ford County, and the United States to observe the day with appropriate ceremonies 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).

A citizen of Dodge City has concerns about the gun shots that are going on in the riverbed west of Dodge City. Would like to see some kind of ordinance passed against any kind of gun activity around the area.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, July 1, 2024.
2. Appropriation, Ordinance No.16, July 15, 2024.
3. Cereal Malt Beverage Applications: (On file in City Clerks Office)
 - a. Spee-D-Stop. 2307 Central Avenue.
 - b. River Stop, 705 S. 14th Avenue.
 - c. Kate's 305 E. Trail Street.
4. Approve the Bid for the Renovation of 1114 Longbranch, for the Community Development Block Grant through the Kansas Department of Commerce.
5. Approve the Bid for the Renovation of 1002 Harris St., for the Community Development Block Grant through the Kansas Department of Commerce.
6. Approve Change Order #1 for US 50 Mill & Inlay Project.

Commissioner Jeff Reinert moved to approve the consent calendar as presented. Commissioner Michael Burns seconded the motion. The motion carried 4 – 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3812: An Ordinance adopting a Historic Resources Preservation Ordinance by reference for the City of Dodge City, Kansas; establishing penalties for violations thereof; and repealing and replacing all other ordinances and provisions of ordinances in conflict herewith was tabled by Commissioner Rick Sowers. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0.

Ordinance No. 3813: An Ordinance adding to Chapter III of the Code of the City of Dodge City a New Article 8, establishing Sidewalk Café Licenses and Conditions pertaining thereto within the City Limits of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers. Commissioner Michael Burns seconded the motion. The motion carried 4 – 0.

Resolution No. 2024-12: A Resolution establishing guidelines and requirements for applicants seeking Sidewalk Café License agreement was approved on a motion by Commissioner Rick Sowers. Commissioner Michael Burns seconded the motion. The motion carried 4 – 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Michal Burns moved to approve the Notice of Revenue Neutral Rate Intent to exceed the Revenue Neutral Rate. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

OTHER BUSINESS

STAFF REPORTS**EXECUTIVE SESSION**

At 7:37 pm Commissioner Jeff Reinert made a motion that the City Commission recess into executive session pursuant to the “privileged consultation with the City’s Attorney” exception found in K.S.A. 75-4319(b)(2) The justification for closing the meeting is to discuss legal advice from counsel regarding matters subject to attorney-client privilege. The open meeting will resume in the City Commission Chambers in 20 minutes at 7:57 pm. The meeting will include City Commissioners except for Commissioner Daniel Pogue, Nick Hernandez, City Manager, Paige Gilmore, City Attorney, Brad Ralph, City Attorney, Tara and Tony. The Commission will take no action upon returning to open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried 4 -0. At 7:57 Commissioner Rick Sowers moved to add 10 more minutes to the executive session. Commissioner Jeff Reinert seconded the motion. The motion carried 4-0.

EXECUTIVE SESSION

At 8:04 pm Commissioner Michael Burns made a motion that the City Commission recess into executive session pursuant to Preliminary discussion of the acquisition of real property; exception found in KSA 75-4319(b)(6). The justification for closing the meeting is to discuss Preliminary discussion of the acquisition of real property. The open meeting will resume in the City Commission Chambers in 20 minutes at 8:25 pm. The meeting will include Commissioners except for Commissioner Daniel Pogue, Nick Hernandez, City Manager, Paige Gilmore, City Attorney, Josh Adams, The Commission will take no action upon returning to open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

At 8:12 p.m. the open session reconvened.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Jeff Reinert seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 5, 2024
Subject: Change Order #2, US50 Highway CCLIP (SP) Mill & Inlay, ST 2207
Agenda Item: Consent Calendar

Purpose: To approve the field changes made during the construction of the US 50 Mill & Inlay Project.

Recommendation: Approve Change Order #2 for US 50 Mill & Inlay Project in the amount of \$5,130.00.

Background: At the November 6, 2023, Commission Meeting, the Commission awarded APAC Kansas, Inc., Shears Division the construction of the US 50 Mill & Inlay Project which is part of KDOT's CCLIP Pavement Preservation program. The KDOT's CCLIP program would reimburse the City 85% of the project cost up to \$400,000. The total cost of the project, including Change Order #2 is \$717,107.90. With that said, KDOT's share will be \$400,000 for this project. The City will be responsible for \$317,107.90. We had budgeted \$400,000.00 from the Street Sales Tax fund for the project.

The overrun in Change Order #2 is also due to adding the approaches to the project to provide a more complete job. The Transportation of Salvageable Materials had to be increase 18% because of the extra millings hauled to the City's Material Yard because of the added area.

City Commission Options:

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

Financial Considerations: Change Order #2 is for an increase of \$5,130.00. Funding for this project is from the Street Sales Tax.

Amount \$: \$5,130.00

Fund: 12730300 - 442004

Budgeted Expense Grant Bonds Other Street Sales Tax

Legal Considerations: By approving the Change Order with APAC Kansas, Inc., Shears Division, 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:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: US50 Highway CCLIP (SP) Mill & Inlay

PROJECT NUMBER: 029 U-2463-01 (ST2207)

CONTRACTOR: APAC Kansas Inc., Shears Division

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
Transportation of Salvageable Materials	L.S.	1	1.18	0.18	\$ 28,500.00		\$ 5,130.00
						NET INCREASE	\$ 5,130.00

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: APAC Kansas Inc., Shears Division

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: August 5, 2024
Subject: Reimburse of Booster Engine for the WWTP Irrigation System
Agenda Item: Consent Calendar

Purpose: To provide enough volume and pressure to the farthest south sprinkler systems of the WWTP Irrigation System, a Minneapolis Moline MM800 engine is used to run a booster pump. This engine failed and had to be replaced.

Recommendation: Approve invoice from Nicholson Ventures for the replacement of the WWTP Irrigation Booster pump Engine.

Background: When the WWTP Irrigation system was expanded in the late '90's. The southern most sprinkler systems would not be able to receive enough volume of pressure. The Irrigation system was designed to have a booster pump to provide enough volume and pressure. Nicholson Ventures donated a Minneapolis Moline MM800 engine to the project, with the understanding that the City would be responsible for the maintenance of this engine. This engine basically runs 24/7 during irrigation season when water is being used on the southern most sprinkler systems. The engine has been replaced in the past when it failed during irrigation season. The ultimate goal is to have it rebuilt or exchanged in the off season, but sometimes it fails prior to that happening.

In June, the engine failed. Nicholson's had the engine exchanged with one from Marvin's Farm Equipment Repair. This company works on and rebuilds these types of engines all over Southwest Kansas for irrigation purposes. Although this exact item was not budgeted, there are funds budgeted for repairs of the sprinkler system.

City Commission Options:

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

Financial Considerations:

Amount \$: \$26,542.81

Fund: 52042200 - 425002

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

Mission/Values: City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Invoice from Nicholson Ventures

Approved for the Agenda by:

Ray Slattery, PE

Name, Title



AUTO PARTS

PROUDLY SERVING A WORLD IN MOTIONSM
DOWNEY AUTO PARTS, LLC
50 N 2ND AVE
DODGE CITY, KS 67801
(620) 227-2151

PAGE 1 OF 1
REF# 114688

HOURS: MON-FRI 7:30AM-6PM SAT 7:30AM-4P
THANK YOU FOR YOUR BUSINESS



2120240718157000000504470000114688832

ANY PRODUCT RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT.

SEE CARQUEST STORE FOR DETAILS OF THE COAST TO COAST GUARANTEE.

NICHOLSON VENTURES
11089 WHIRLWIND RD
DODGE CITY, KS 67801

NICHOLSON VENTURES
11089 WHIRLWIND RD
DODGE CITY, KS 67801

INVOICE NO.	CUSTOMER NO.	DATE	CUST. P.O. NO.			SALES ID	TEAMMATE ID	FORM OF PYMT.	
15700-50447	564398	7/18/2024					NG1	CHARGE	
MFG. PART NUMBER	ORDERED	SHIPPED	LIST PRICE	NET	NET CORE	EXT. AMOUNT	TAX		
1 DAY 17520 V-BELT-TOP COG	2	2	20.49	9.25	0.00	18.50	N/N		
2 DAY 15360 V-BELT-TOP COG	1	1	19.60	11.76	0.00	11.76	N/N		
* INTERCHANGE FOR: 257360									
<i>Booster Pump repair</i>									

WARRANTY DISCLAIMER: * The factory warranty constitutes all of the warranties with respect to the sale of all items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of all items.

SHIP VIA	DELV. TIME	DELV. ID	FREIGHT	TAXABLE AMT.	SALES TAX	TOTAL CORE	PREV. DEPOSIT
	08:08 AM			0.00	0.00		

10:46 AM

RECEIVED BY X

[Signature]

CUSTOMER COPY

PAY THIS AMOUNT

30.26

Hi Plains Farm Equipment

1509 S 2nd Ave

Dodge City, KS 67801

620-225-0064 GLASS 620-225-7106 620-225-0065 620-227-6170

Invoice

Invoice Number: 31151

Salesperson: parts1

Cashier: parts1

Date: 07/18/2024 1:16 PM

Sold To:

NICHOLSON VENTURES

11089 WHIRLWIND RD

DODGE CITY, KS 67801

316-225-4637

Std	S/O	Lay	P/U	Part Number	Description	Price	Sold Now	Bin
1	0	0	0	TC331	TBOLTCLAMP <i>Water Pump</i>	\$8.71	\$8.71	FRONT
6	0	0	0	HM038	3/8MENDOR	\$1.67	\$10.02	5L.S.1
-6	0	0	0	HB038	3/8MTHXBRB <i>Swaps</i>	\$1.38	(\$8.28)	5L.S.2

Subtotal \$10.45

Sales Tax \$0.00

Invoice Total \$10.45

Total Amount Due \$10.45

NICHOLSON VENTURES - A/R Charge \$10.45

Thank You For Your Business!
Check out our Website
Hiplainsfarm.com

M+M Repair



TRUCK CENTER COMPANIES



1502 Minneola Road
DODGE CITY, KS 67801

P: (800) 950-4155
F:

Sold **NICHOLSON VENTURES - 18519**
To 11089 WHIRLWIND ROAD
DODGE CITY, KS 67801

Ship **NICHOLSON VENTURES - 18519**
To 11089 WHIRLWIND ROAD
DODGE CITY KS 67801

PHONE NUMBER
(620) 225-4637

PARTS INVOICE: XA109053730:01

DATE INVOICE	SHIP VIA	OPS #	SALESPERSON	FLEET UNIT ID	SALE TYPE	TERMS	CUSTOMER PO#
7/18/2024 11:30:15AM	WILL CALL	DO2	B633		PRET	AR	TRUCK #6

QTY SHP	QTY B/O	ITEM	DESCRIPTION	BIN1	BIN2	UNIT PRICE	EXTD PRICE
1		05-28508-001	HOSE-RADIATOR LOWER OUTLET P3	PEG13	PEG13	33.51	33.51

Booster Pump

SIGNATURE X _____

The only warranties applying to this part(s) are this which may be offered by the manufacturer. The selling dealer HEREBY expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

TERMS NET, NO CASH DISCOUNT. Payment is due by the 10th of month following purchase. A FINANCE CHARGE of 16% PER ANNUM will be charged on all accounts which have balances 30 days or more past due. 15% handling charge on all parts returned for credit or exchange. Returns subject to inspection and restock fee. Open kits and electrical parts are not eligible for return. All claims and returned goods must be accompanied by this bill. NO RETURNS AFTER 30 DAYS.

	AR
SUB-TOTAL	\$ 33.51
TAX	\$ 2.51
PREPAY	\$ 0.00
FREIGHT	\$ 0.00
TOTAL	\$ 36.02

Please Remit Payment to:
Truck Center Companies - Dodge City
P.O. Box 27379
Omaha, NE 68127

REMIT TO: P.O. Box 27379 Omaha, NE 68127 866-751-1189



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 5, 2024
Subject: Approval of Ordinance 3814, Installation of Stop Signs at various locations
Agenda Item: Ordinances and Resolutions

Purpose: To provide STOP Signs to provide traffic safety to drivers on both the main roadways and the residential streets intersecting them.

Recommendation: Approve Ordinance 3814.

Background: Due to the increase of traffic because of recent housing developments in various locations of town, Stop controlled intersections are proposed near these developments. For the United Village Development, S. 14th Ave. and McArtor Rd. are considered a minor arterials and with this added housing of United Village will see additional traffic. Due to the existing and additional traffic, STOP Signs are being proposed at the new intersections on S. 14th Ave. of Marboeuf Blvd. and Malgretout Parkway along with the new intersection of Malgretout Parkway and McArtor Rd. For the Iron Flat's development, STOP Signs are proposed at the intersections on Iron Rd. and Lonesome Trail and Iron Rd. and Brexley Way. Although Iron Rd. does not have a functional classification yet, we assume it will be similar to Ross Blvd. and will be considered a Major Collector.

City Commission Options:

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

Financial Considerations:

Amount \$: N/A Cost to install 5 STOP Signs

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

Mission/Values: City's Core Values of Safety, Ongoing Improvement, and Working Towards Excellence.

Attachments: Ordinance 3814 and maps of the STOP Sign locations

Approved for the Agenda by:

Ray Slattery, PE

Name, Title

ORDINANCE NO. 3814

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

- SOUTH 14TH AVENUE AND MARBOEUF BOULEVARD
- SOUTH 14TH AVENUE AND MALGRETOUT PARKWAY
- McARTOR ROAD AND MALGRETOUT PARKWAY
 - IRON ROAD AND LONESOME TRAIL
 - IRON ROAD AND BREXLEY WAY

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

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

Section 1: Stop sign shall be installed at the intersection of S. 14TH AVE. and MARBOEUF BLVD., stopping west bound traffic at the intersection.

Stop sign shall be installed at the intersection of S. 14TH AVE. and MALGRETOUT PRKWY., stopping west bound traffic at the intersection.

Stop sign shall be installed at the intersection of McARTOR RD. and MALGRETOUT PRKWY., stopping north bound traffic at the intersection.

Stop sign shall be installed at the intersection of IRON RD. and LONESOME TRL., stopping south bound traffic at the intersection.

Stop sign shall be installed at the intersection of IRON RD. and BREXLEY WAY, stopping south bound traffic at the intersection.

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

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

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

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 5th day of August 2024.

Chuck Taylor, Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: City of Dodge City Commission
CC: City Manager Nick Hernandez
From: Collin Clark, Public Information Officer
Date: August 5, 2024
Subject: Housing Authority Board Appointment 2024
Agenda Item: New Business

Purpose: To fill one vacant position on the Dodge City Housing Authority Board.

Recommendation: To approve the appointment of Terry J. Malone to fill the vacant position on the Dodge City Housing Authority Board.

Background: Housing Authority Board Chair Debbie Snapp informed Public Information Officer Collin Clark of a recent application she received from Terry J. Malone. Debbie Snapp recommends the appointment of Terry J. Malone to the Housing Authority Board. If appointed, Terry J. Malone will fill a vacant position.

City Commission Options:

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

Financial Considerations: N/A

Legal Consideration: N/A

Mission/Values: Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future and accomplish our core purpose of making Dodge City the Best Place to be.

Approved for the Agenda by:

Collin Clark, Public Information Officer



Memorandum

To: City Commissioners
From: Paige Gilmore, City Attorney and Melissa McCoy, Assistant City Manager
Date: August 5, 2024
Subject: Approval of Environmental Review Form for the Southwest Kansas Housing Program 2023
Agenda Item: New Business

Purpose: Approval of environmental exemption form that must be approved by a local government entity before grant funds can be released by HUD.

Recommendation: Staff recommends approval of the form.

Background: Debbie Snapp, Chair of the Dodge City Housing Authority reached out to City staff with help in improving the compliance section of the environmental review form, which must be approved by a government entity (either the City or the County). Approval of this form is necessary before grant funding can be released for the Southwest Kansas Housing Program. This program is a scattered site project providing rapid re-housing including rental assistance and supportive services to move individuals and families from homelessness to permanent housing. The project includes tenant-based rental assistance and supportive services and does not have an environmental impact.

City Commission Options:

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

Financial Considerations: n/a -- approval of this form will not obligate the City financially.

Legal Considerations: This form has been reviewed by the City Attorney who did not recommend any changes.

Mission/Values: This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

Attachments: Environmental Review Form

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "Melissa McCoy", written over a large, faint watermark of the Dodge City seal.

Melissa McCoy, Assistant City Manager



**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

This is a suggested format that may be used by Responsible Entities to document completion of an Exempt or Categorically Excluded Not Subject to Section 58.5 environmental review.

Use this form for the following projects/activities: TBRA (when participants determine unit location); Operating Costs NOT used as a reserve for replacement costs; Planning; Supportive Services Only; and HMIS Only.

Project Information

Project Name: Southwest Kansas Housing Program 2023

Responsible Entity: Dodge City

Grant Recipient (if different than Responsible Entity): Catholic Charities of Southwest Kansas, Inc

State/Local Identifier: VJ7CMV535BF7

Preparer: Deborah J Snapp, LBSW

Certifying Officer Name and Title: Chuck Taylor, Mayor

Consultant (if applicable): NA

Project Location: 804 N 2nd Ave, Dodge City, KS 67801

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The Southwest Kansas Housing Program is a scattered site project providing Rapid Re-Housing including rental assistance and supportive services to move individuals and families from homelessness to permanent housing.

Level of Environmental Review Determination:

Activity/Project is Exempt per 24 CFR 58.34(a): Administrative and management activities.

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

The project includes tenant-based rental assistance and supportive services and does not have an environmental impact.

Funding Information

Grant Number	HUD Program	Funding Amount
KS0080L7P072312	CoC	\$443,317

Estimated Total HUD Funded Amount: \$443,317. The five-year estimate is \$2216,585.

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): No additional federal funds.

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

\$555,146

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	This project consists of tenant-based rental assistance with no physical activities involved, so it complies with HUD’s Airport

		Hazard regulations without further evaluation.
<p>Coastal Barrier Resources</p> <p>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>This project complies with the Coastal Barrier Resources Act because there will be no physical activities undertaken.</p>
<p>Flood Insurance</p> <p>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>This project complies with the National Flood Insurance Program without further evaluation because there will be no physical activities undertaken.</p>

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: _____

Name/Title/Organization: Deborah J Snapp, LBSW Executive Director, Catholic Charities of Southwest Kansas, Inc

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: Chuck Taylor, Mayor

Project Name

Project Locality and State

HEROS Number

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



Memorandum

To: Dodge City Commission
From: Ryan Reid, Director of Administrative Services
Date: 2024 07 15
Subject: Rear Loader and Side Loader Trash Trucks
Agenda Item: New Business

Purpose:

The two proposed trucks will assist the Sanitation Division in their mission to collect and dispose of solid waste for the residents of Dodge City. These trucks are taking longer to be built and get into service so we're wanting to start the process now. These trucks are budgeted for 2025.

Recommendation:

Staff recommends approving the bids for the two type of trash trucks from Key/Ascendence for the International units. They meet specifications and are expected to be available fourth quarter 2025 which is faster than the other bids submitted.

Staff recommends purchasing the International Rear Loader for \$255,803.67 and the International Side Loader for \$372,543.26 both from Key.

Background:

The two trash trucks are intended to replace two end of life units.

City Commission Options:

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

Financial Considerations:

Amount \$

Funds:

Sanitation

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: Bid tab

Approved for the Agenda by:

Ryan Reid, Director of Administrative Services

Name, Title

2024 07 15

Bid Tab: Rear Loader

<u>Bidder</u>	<u>Manuf</u>	<u>Total \$</u>
Western Star	Western Star	\$ 262,342.50
Key Equipment	Freightliner	\$ 260,650.00
Key/Ascendence	International	\$ 255,803.67

Bid Tab: Side Loader

<u>Bidder</u>	<u>Manuf</u>	<u>Total \$</u>
Western Star	Freightliner	\$ 402,281.25
Key	Freightliner	\$377,428.75
Key/Ascendence	International	\$372,543.26



Memorandum

To: City Commission

From: Melissa McCoy, Assistant City Manager and Kevin Israel, Director of Construction and Facilities

Date: August 5, 2024

Subject: Approval of Costs to Remove and Bypass valves in Bowl Units at United Wireless Arena

Agenda Item: New Business

Purpose: Address an emergency issue at United Wireless Arena with the hot gas bypass valves in bowl units for the reheat coils that are leaking costly refrigerant.

Recommendation: Staff recommends approval of proposal from Weber Refrigeration and Heating to remove and bypass all 40 of the valves in the 4 bowl units at United Wireless Arena for \$43, 120.00.

Background: The United Wireless Arena has 10 hot gas bypass valves in each of the bowl units for the reheat coils. Nine of these valves are leaking refrigerant and need to be addressed. Each of the Bowl units has 10 Sporlan hot gas valves for a total of 40 valves. It was discovered that they share a common weakness as 9 of the 10 are currently leaking Freon. Sporlan does not make re-build kits for these valves. The purpose of these valves is to allow for "Hot Gas Reheat HGRH)for dehumidification. Because Dodge City's climate is so dry, there is seldom a need dehumidification.

City Commission Options:

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

Financial Considerations: Staff recommends approving Option One of the proposals totaling \$43,120. The City has a maintenance agreement for the heating and air-conditioning system at the Special Event Center with Weber Refrigeration and Heating that was previously approved by the City Commission. This is a sole source bid due to the urgency of this issue and because of the maintenance agreement.

The Community Facility Advisory Board (CFAB) and Ford County were notified via email that staff was taking the proposal directly to the City Commission for approval due to emergency nature of the project.

Amount \$: 43,120.00 –To be paid from the "Why Not Dodge" sales tax depreciation and replacement fund.

Legal Considerations: There are no legal considerations.

Mission/Values: This program meets with the City's values of Safety and Ongoing Improvement.

Attachments:

Proposal for United Wireless Arena to Remove and Bypass Valves in each of the Bowl Units.

Approved for the Agenda by:

A handwritten signature in black ink that reads "Nickolaus J. Hernandez". The signature is written in a cursive style with a large initial "N".

City Manager
Nickolaus J. Hernandez

Proposal

WEBER REFRIGERATION & HEATING
11154 KLIESEN STREET
DODGE CITY, KS 67801
(TEL) 620-225-7700 OR 800-886-2188 (FAX) 620-371-6265
DODGE CITY SALES: JUSTIN NAU

DATE: 07/10/24
SUBMITTED TO: City of Dodge City
United Wireless Arena
Dodge City, KS 67801

FOR MONEY SAVING TIPS AND ENERGY SAVING IDEAS, VISIT www.weberorange.com

For the (4) bowl units:

There are (10) hot gas bypass valves in each of the bowl units for the reheat coils. Nine of these valves are leaking refrigerant and need to be addressed. We suggest removing them as they are not being used. This would involve recovering the refrigerant from the circuits, capping off the discharge reheat coils, replacing the filter drier, rerouting the refrigerant lines, pulling a vacuum and recharging with refrigerant. The valves can also be replaced, however, in our opinion this would be an unnecessary cost due to the fact they are not needed. These prices also include charging the circuits back up with refrigerant.

Option #1

Price to remove and bypass all (40) of the valves in (4) of the bowl units. _____ \$43,120 tax exempt

Option #2

Price to replace the failed (9) valves that we know are leaking. _____ \$41,875 tax exempt

Price includes all parts, labor, and freight.

Authorized Signature  Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal

---The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 5, 2024
Subject: Approve Arc Flash Studies for WWTP from PEC
Agenda Item: New Business

Purpose: At our latest insurance inspection of the Biogas facility, CHUBB inquired as to our latest Arc Flash Study. We have not had a study done to date. This will need to be completed to keep our coverage.

Recommendation: Approve the Arc Flash Study Proposal for the South WWTP with PEC Consultants in the amount of \$73,500.00.

Background: At the city's latest insurance inspection of the Biogas facility, CHUBB Insurance, our insurance provider for the biogas facility, inquired as to our latest Arc Flash study. We have not performed a study on the biogas facility or any of the others related to the south WWTP. Staff requested a proposal from PEC to perform such a study and provide a report that could be available to CHUBB Insurance when requested. It has been several months since the insurance inspection and PEC provided the estimate, it was my hope that we could hold off on the study until the S. WWTP construction was complete. However, recently CHUBB inquired if the city was planning on proceeding with the study. Staff requested PEC update the estimate to proceed with the study for the Biogas Facility and Control Building. The study for the other WWTP-related facilities will take place as they come online.

The study will include information for Personal Protective Equipment that needs to be used when working in areas with "live" wire. Determine the appropriate short circuit electrical equipment is within the electrical system. Verify that the existing electrical protective devices are properly rated for the available fault current. Determine that the electrical equipment has the proper protective fault settings. Provide "Arc-Flash and Shock Hazard" warning labels on required electrical equipment.

City Commission Options:

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

Financial Considerations:

Amount \$: \$73,500.00

Fund: 52042200 - 420003

Budgeted Expense Grant Bonds Other Non-budgetted

Legal Considerations: N/A

Mission/Values: City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: PEC's Arc-Flash Study Proposal

Approved for the Agenda by:

Ray Slattery, PE

Name, Title



July 29, 2024

Ray Slattery
Director of Engineering Services
City of Dodge City
PO Box 880
Dodge City, KS 67801

Reference: AGREEMENT for Dodge City – Arc Flash Studies
Dodge City, KS
35-240732-000-1009

Dear Ray:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Dodge City (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Ray Slattery
City of Dodge City
Dodge City – Arc Flash Studies
July 29, 2024
Page 5

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

NDF:ev

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Ryan Glessner, PE

Title: VP | Civil Municipal and W/WW Engineering

Date: _____

ACCEPTED:

City of Dodge City

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. The Dodge City WWTF Electrical Engineering Study (Project) will consist of Short Circuit, Overcurrent Protective Device Coordination and Arc Flash Studies of the electrical systems for the following Buildings: Biogas, Control, GHB1, GHB2, GHB3, Hilmar Lift Station, Intermediate Lift Station, Primary Lift Station, Irrigation Pump Stations, and Side Stream Pump Station. PEC will sub-contract Shelley Electric to assist with data collection, label installation and overcurrent protective device settings.

B. **Project Description.**

1. The follow studies will be performed:
 - a) Arc-flash study to provide arc flash hazards information at each location where workers may need to work on “live” electrical equipment so that proper Personal Protective Equipment (PPE) can be utilized.
 - b) Fault Current Study to determine the available fault current within the electrical distribution system. The results of this study can be utilized to determine the appropriate short circuit and withstand rating of electrical equipment within the electrical system.
 - c) Equipment Evaluation Study to verify existing electrical protective devices are properly rated for the available fault current.
 - d) Coordination Study to determine proper protective device settings for fault isolation and increased reliability.
2. SKM PTW Software will be used to model the electrical distribution system.
3. The engineering study will begin at the utility services and end at 120V panelboards and disconnects. All facility electrical distribution equipment shown on the electrical one-line diagrams such as equipment disconnects, motor control centers, motor controllers, control panels, step-down transformers, switchboards, panelboards, etc. will be included in this study.

C. **Anticipated Project Schedule.**

1. PEC shall commence its services on the Project within 15 days after receiving CLIENT’s notice to proceed on the Control and Biogas Buildings and in accordance with the construction project schedules for the remaining buildings.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC’s services. PEC will not have control over or responsibility for any contractor or vendor’s performance schedule.

D. **Scope of Services**

1. Modeling of the electrical distribution system.
2. Available Fault Current: Obtain from the utility the minimum, normal, and maximum operating service voltage levels, three-phase short circuit MVA and X/R ratio, as well as line-to-ground short circuit MVA and X/R ratio at the point of service connection.
3. Provide the name and professional engineering number of the Engineer directly supervising the studies to be performed.
4. Provide a short circuit study of the electrical distribution system limited to the equipment that will be studied. Results of the Short-Circuit study are utilized for all other studies to be provided.

5. All Arc Flash calculations will be based on IEEE 1584, Guide for Performing Arc-Flash Hazard Calculations and NFPA 70E, Standard for Electrical Safety in the Workplace. Comprehensive documentation including all raw data and engineering calculations. For purposes of the arc-flash study, only motors greater than 50 hp will be used as part of the motor contribution of the available fault current.
6. The results of electrical studies will be summarized in an Engineering Report. One (1) bound copy of the complete final report per site will be submitted.
7. One (1) flash drive of the following information will be provided:
 - a) Engineering report in PDF format.
 - b) Labels in PDF format.
 - c) One-line diagrams
 - d) SKM Program Files
8. Provide self-adhesive “Arc-Flash and Shock Hazard” warning labels that comply with NEC 110.16 labeling requirements for each piece of electrical equipment covered by this proposal. Labels will include the following information:
 - a) PEC name and phone number (as study provider)
 - b) Date of study
 - c) Shock Hazard Value: VAC
 - d) Flash Hazard Boundary Value: inches
 - e) Limited Approach Value: inches
 - f) Restricted Approach Value: inches
 - g) Minimum Arc Value: cal/cm² (This value will reflect the highest incident energy level for worst case scenario)
 - h) Arc Flash Hazard: Category
 - i) Protective Device Up-Stream of Labeled Equipment
 - j) Name of Labeled Equipment
 - k) Characteristics of Up-Stream Protective Device: i.e. Protective device type, manufacturer, trip characteristics, etc.
 - l) Labels shall be 4”x 6” self-adhesive polyester with permanent rubber base adhesive.
9. General Description of the Engineering Report:
 - a) The Engineering Report will include the following parts:
 - 1) Report Certification Page: A signed and sealed page certifying that the document was prepared under the supervision of a licensed professional engineer.
 - 2) Table of Contents
 - 3) Executive Summary
 - 4) Purpose
 - 5) Validation: Description of Report Basis
 - 6) Scope
 - 7) Safety Notes
 - 8) Assessment Participants
 - 9) Analytical Software
 - 10) Methodology and Assumptions

- 11) Tabulated Field Data
 - a. Conductors
 - b. Busses
 - c. Protective devices
 - d. Transformers, etc.
- 12) Short Circuit Report
 - a. Data Sources
 - b. Software Settings
 - c. Methodology
 - d. Results in Table Form
 - e. Recommendations
- 13) Protective Device Coordination Study
 - a. Data Sources
 - b. Methodology
 - c. Scope
 - d. Results plotted on the current characteristic curves.
 - e. Recommendations
- 14) Arc Flash Study
 - a. Data Sources
 - b. Software Settings
 - c. Methodology
 - d. Results in table form including the details of the incident energy and flash protection boundary calculations, along with Arc Flash boundary distances, working distances, Incident Energy levels and Personal Protection Equipment levels.
 - e. Recommendations

10. Quality Assurance: Review/verify data and calculations for accuracy. This will also include spot-checking field information for accuracy.
11. Data Gathering: PEC and Shelley Electric personnel will visually inspect to verify equipment ratings, conductor characteristics, and overcurrent device data by removing panels, covers, and doors where required to document the necessary data used in the analysis and will provide this information to the Engineer for integration into the computer model.
12. Arc Flash Labeling: Shelley Electric will install labels on studied equipment in accordance with PEC Arc Flash Labeling document.

E. Excluded from Scope of Work:

1. Tasks or activities not specifically listed in above “Project Deliverables”.
2. Analysis of equipment and fabrication/installation of additional hazard warning labels for equipment not listed on current one-line drawings or seen during the walk-through.
3. Preparation of specifications for purchase of PPE.
4. Training.

F. Client Responsibilities:

1. Drawings, studies, reports, and other information available pertaining to the existing building and site.

G. Exclusions:

The following will be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Outside consultants.

H. PEC's Fees & Reimbursable Expenses:

1. PEC will invoice CLIENT one time per month for services rendered the previous month.
2. PEC's Fee for its Scope of Services will be a **lump sum fee of \$73,500.00 allocated as follows:**

Buildings	Total
Control, Biogas	\$10,500.00
GHB1,2,3	
Hilmar LS	
Intermediate LS	
Primary LS	
Irrigation PS (1&2)	
Side Stream LS	\$59,000.00
Project Management	\$4,000.00
Total	\$73,500.00

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



Memorandum

To: City Commissioners
From: Paige Gilmore, City Attorney; Ray Slattery, Director of Engineering
Date: August 5, 2024
Subject: Approval of Release of Encumbrance
Agenda Item: New Business

Purpose: Approval of release of City encumbrances.

Recommendation: Staff recommends approval of the release.

Background: The City of Dodge City previously issued bonds for an unrelated project. As part of that process, three documents were filed recording the City's interest in the property. These documents are listed as Exhibit A of the proposed release. It is staff's understanding the previous projects have been completed, and the City's encumbrances could have been released long ago, but the paperwork was never completed.

Boot Hill Solar, LLC reached out to the City regarding coordinating the beginning of their solar project. During their review of project parcels, they came upon the City's old encumbrances, and requested the City release the same. Because there is no need for the City to maintain these encumbrances, staff agreed to recommend approval of the attached release.

City Commission Options:

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

Financial Considerations: n/a -- approval of this form will not obligate the City financially.

Amount

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: This release has been reviewed by the City Attorney. This release would release City encumbrances.

Mission/Values: This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

Attachments: Release

Approved for the Agenda by:

Paige Gilmore, City Attorney

AFTER RECORDING, RETURN TO:

Boot Hill Solar, LLC
PO Box 4802
Scottsdale, AZ 85261

RELEASE

This Release (this “**Release**”) is effective as of _____, 2024 (the “**Effective Date**”) and is executed by The City of Dodge City, Kansas (“**Grantor**”).

WHEREAS, Grantor is the holder of certain rights pursuant to the documents referenced on Exhibit A (collectively, the “**Agreements**”), encumbering the following described real property in Ford County, Kansas (the “**Property**”):

All of that part of the Southwest Quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., lying South of Road No. 87, the Dodge City-Fort Dodge Highway, Federal Highway No. 154, except a tract of land in the Southwest Quarter of Section 33, Township 26 South, Range 24, described as follows:

Commencing at a point 550.3 feet North of the Southeast corner of the Southwest Quarter of Section 33, which point is on the South right of way line of U.S. Highway 154; thence South 100 feet; thence West 50 feet; thence North to the South right of way line of Highway 154; thence Southeasterly along the South right of way line of Highway 154 to the point of beginning of this except tract.

Lots 3, 4, 5 and 6, and the accretions thereto, known as Lots C and D in Section 4, Township 27 South, Range 24 West of the 6th P.M., ✓

WHEREAS, Grantor desires to execute and record this Release fully releasing the Agreements.

NOW, THEREFORE, effective as of the Effective Date, Grantor fully releases the Agreements and any and all rights granted therein to Grantor.

EXHIBIT A

1. The terms and provisions contained in the document entitled "First Supplemental Lease Agreement" filed as Book 77, Page 157.
2. The terms and provisions contained in the document entitled "Industrial Development Project Lease Agreement" filed as Book 42, Page 514.
3. The terms and provisions contained in the document entitled "Pollution Control Agreement" filed as Book 43, Page 109.

Project Name

Project Locality and State

HEROS Number

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



Memorandum

To: Mayor and City Commissioners
From: Nickolaus Hernandez, City Manager
Date: August 5, 2024
Subject: Approval of Purchase of Real Estate (Victory Electric)
Agenda Item: 6

Recommendation: Approval of Real Estate Contract for the purchase of approximately 16.5 acres from the Victory Electric Cooperative Association, Inc. for the amount not to exceed \$222,750

Background: The City is interested in a tract of land available for purchase that could be highly beneficial to the City for the future development of the Legends Ball Complex by utilization of proceeds from an RHID or other programs to fund those improvements. A per acre price was given on the property in the amount of \$13,500. This price is substantially lower than appraised market value, given the potential long-term benefit for Victory Electric and the City.

Justification: The property is located directly to the north of the Black Hills Energy's office, southwest of the corner of 14th Avenue and Iron Road. This area has already begun the process of developing an RHID and there has been interest from developers in purchasing and developing the property.

Financial Considerations: The \$222,750 will come from the Growth and Development Fund. We will be seeking proposals from developers for reimbursement of the purchase price.

Purpose/Mission:

Ongoing Improvement. Together we value progress, growth and new possibilities by providing and preparing for the community's future

Legal Considerations: City Attorney Paige Gilmore has reviewed the sales contract

Attachments: Real Estate Contract and Site Map

August 1, 2024

CONTRACT FOR SALE OF REAL ESTATE

This agreement made and entered into this ____ day of _____, 2024, by and between The Victory Electric Cooperative Association, Inc., a Kansas corporation, hereafter referred to as "Seller" and The City of Dodge City, Kansas, a municipal corporation, hereafter referred to as "Purchaser."

WITNESS that, for and in consideration of the mutual promises made herein, Seller agrees to sell and Purchaser agrees to purchase and pay for all of the following described real estate in Ford County, Kansas:

Approximate 16.5 acre tract, more or less, at the corner of Iron Road and North 14th Ave., situated in the West Half of the Northwest Quarter (W/2 NW/4) of Section Fourteen (14), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6th P.M., with the exact legal description to be determined by a report of survey by a licensed land surveyor, for the parcel depicted on the attached **Exhibit A**.

upon the following terms and conditions:

1. PURCHASE PRICE

The total purchase price is Thirteen Thousand Five Hundred Dollars (\$13,500.00) per acre, based upon sixteen and one-half (16.5) acres, to be paid in available funds on the date of closing, in an amount not to exceed two hundred twenty-two thousand seven hundred fifty dollars (\$222,750).

2. EVIDENCE OF TITLE

Seller shall provide a commitment for owner's title insurance, as of a date within 30 days prior to closing, reflecting a marketable title in the Seller, subject only to easements, restrictions, and assessments of record, if any. Purchaser shall have ten (10) days to examine the same and to make objections to the title, after which Seller shall have a reasonable time to cure any defects in the title. If the defects cannot be cured by an uncontested quiet title action, then the contract may, at the option of the Seller, be canceled, and shall thereafter be null and void. However, Purchaser shall have the option to accept the title as is, with all defects, and close this transaction.

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3. TAXES

2024 real estate taxes and prior years shall be paid by Seller. The Purchaser shall pay all taxes upon the tract after the deed is recorded and the parcel becomes a separately identified tax parcel, unless exempt from real estate taxation.

4. CLOSING AND POSSESSION

The parties designate High Plains Title in Dodge City, Kansas, as closing agent.

The parties have entered into a Letter of Intent which expresses the intent of the parties to complete this transaction. The Letter of Intent further expresses the intent of the parties to extend the existing franchise agreement between the parties, and the Letter of Intent further expresses the intent of parties for the Purchaser to purchase a load ratio share of the generated renewable energy from the Boot Hill Solar project.

The parties agree to cooperate to close this transaction within 30 days of the adoption of an ordinance by the City of Dodge City to extend the franchise agreement through the year 2044.

The Purchaser shall have possession upon the closing of this transaction.

5. PERSONAL PROPERTY AND FIXTURES

The property is sold as vacant land. There are no improvements, fixtures or personal property included in the sale.

6. SURVEY AND LOT SPLIT

The parties agree that the parcel will be surveyed by Ben Rumbaugh, registered land surveyor and a new legal description shall be prepared for deed purposes. The cost of the survey will be paid by the Purchaser.

The parties further understand that the sale and conveyance of the property is subject to and contingent upon the approval of the City of Dodge City, Kansas, and Ford County, Kansas for subdivision of the parcel in accordance with subdivision and "lot split" regulations. The Seller agrees to cooperate with the Purchaser in obtaining all

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required approvals, with the Purchaser responsible for any costs related to obtaining such approval.

7. INSURANCE

Liability insurance shall be kept in force by Seller until the date of closing. Risk of loss shall be upon the Seller until the date of closing, except that if the Purchaser's contractors, agents, employees or officers shall be present on the premises to view, inspect, or test the premises, they shall do so at the own risk. The Purchaser, for itself and for all its contractors, agents, employees or officers does hereby release the Seller from any and all liability arising out of or in connection with such activities.

8. CONVEYANCE

Conveyance shall be by special warranty deed, excepting only easements, assessments, and restrictions of record.

9. INSPECTIONS AND CONDITION OF THE PROPERTY

The property is sold "as is" without warranty of condition, express or implied. The Purchaser is not relying upon any statements or representations of the Seller with regard to the condition of property, and has had ample opportunity to inspect the premises and assure that the property is acceptable in its current condition.

The Purchaser will be granted access to conduct inspections to determine the suitability of the property for the intended use by Purchaser. In particular, the Purchaser may, at the Purchaser's option, obtain a "Phase I" environmental inspection prior to closing at the Purchaser's cost. If there is any condition which requires remediation, or if there is any condition that would prevent the Purchaser's intended use of the premises, the contract shall be cancelled, and all parties will be released from liability.

If objections to the environmental condition of the property or other conditions are not made prior to the closing, they shall be deemed waived. Purchaser reserves the right to accept the premises subject to all environmental conditions.

The property is sold subject to all zoning regulations of the City of Dodge City and Ford County, Kansas. Seller agrees to cooperate with any application for rezoning or

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conditional use permits for the Purchaser's intended use. Purchaser shall bear any costs associated with zoning applications or use permits.

10. RURAL ELECTRIC MORTGAGES

The parties understand that the property is subject to blanket mortgages in favor of the Rural Utilities Service, Cooperative Finance Corporation, and CoBank. Seller agrees to obtain mortgage releases after the closing in accordance with the procedures of each entity. Purchaser is advised and understands that the procedure to obtain a release may require 90 days or more from the closing. If for any reason the mortgage releases cannot be obtained, this contract will be rescinded, the Seller will refund the purchase price, and the parties will be released from liability.

11. COSTS AND FEES

The Seller shall pay for one-half of the title insurance premium, and one-half of the closing agent fee.

The Seller shall pay for contract preparation and the fees of its own attorneys.

The Purchaser shall pay for one-half of title insurance premium, and one-half of the closing agent fee. The Purchaser shall pay all recording fees, loan costs or fees, inspection fees, survey fees, and any fees for the services of its attorneys.

12. DEFAULT

If the Seller shall default without a legally sufficient cause, the Purchaser may elect to seek specific performance. In addition to specific performance.

If the Purchaser shall default without a legally sufficient cause, the Seller may elect to cancel the contract, or bring suit for specific performance, or the purchase price, or actual damages.

13. ELECTRONIC SIGNATURES

The parties agree that this contract may be executed and exchanged by electronic means. A signature is valid and enforceable if affixed to a copy of this contract by either party and sent to the other party through electronic means.

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14. ATTORNEYS FOR SELLER

The firm of David H. Snapp, LC, represents the Seller in this transaction. Purchaser is represented by Paige Gilmore, the City Attorney for Dodge City, Kansas.

15. BINDER

This contract extends to and is binding upon the successors and assigns of the parties hereto.

PURCHASER

SELLER

CITY OF DODGE CITY, KANSAS

**THE VICTORY ELECTRIC
COOPERATIVE ASSOCIATION,
INC.**

Chuck Taylor, Mayor

Shane Laws, Chief Executive Officer

Attest:

Connie Marquez
City Clerk

Approved as to Form:

Paige Gilmore, City Attorney

EXHIBIT A

