



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, May 5, 2025

7:00 p.m.

MEETING # 5309

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

International Firefighters Day Proclamation

City Clerk Proclamation

National Tourism Day Proclamation

National Train Day Proclamation

Building Safety Month Proclamation

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

CONSENT CALENDAR

1. Approval of 03/31/2025 City Commission Work Session Minutes
2. Approval of 03/31/2025 City Commission Meeting Minutes
3. Appropriation Ordinance No. 9, May 5, 2025

ORDINANCES & RESOLUTIONS

Ordinance No. 3827: An Ordinance of the City of Dodge City, Amending, Chapter II, Animal Control Regulations, Adding Section 129 to Article 1. Report by Animal Shelter Staff/Jay Gooldy, Dodge City Community College.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of McGrath Human Resources Group Recruitment Services Agreement for the Marketing and Hiring of a Dodge City Police Chief. Report by Brandon Roy, Human Resources Officer.
2. Approval of Bid to Purchase Eleven (11) Self Contained Breathing Apparatus Air Paks for Dodge City Fire Department. Report by Fire Chief, Bradley Hines.
3. Approval of National Beef Wastewater Agreement - Report by City Manager, Nick Hernandez.
4. Approval of Bid for Infrastructure Improvements for Fifteenth Avenue. Report by Director of Engineering, Ray Slattery.
5. Approval of the Consulting Service Agreement for the US 56 & Trail Street Overlay Project. Report by Director of Engineering, Ray Slattery.
6. Approval Amendment #1 to Task Order #4 for Design Services for the managed Aquifer Recharge (MAR). Project. Report by Director of Engineering, Ray Slattery.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Preliminary Discussions Relating to the Acquisition of Real Property

ADJOURNMENT

International Firefighters' Day Proclamation

WHEREAS, May 4th is recognized around the world as **International Firefighters' Day**, a time to honor the service, courage, and sacrifice of firefighters who protect communities from fires, disasters, and emergencies of all kinds; and

WHEREAS, this date holds special meaning globally as it coincides with **Saint Florian's Day**, the patron saint of firefighters, symbolizing bravery and the commitment to saving lives; and

WHEREAS, International Firefighters' Day was first established in 1999 following the tragic loss of five firefighters battling a wildfire in Linton, Australia—since then, it has grown into a worldwide day of remembrance and appreciation; and

WHEREAS, the day serves to honor **fallen firefighters** who made the ultimate sacrifice, while also showing gratitude to those who continue to stand ready, 24/7, to respond to danger with skill, dedication, and selflessness; and

WHEREAS, the Dodge City Fire Department exemplifies these ideals through its constant service, emergency response, fire prevention efforts, and public education, ensuring the safety and well-being of all residents; and

WHEREAS, the City of Dodge City deeply values the integrity, professionalism, and community spirit of our firefighters, and joins with others across the world to shine a light—symbolically and literally—on the vital role of fire services;

NOW, THEREFORE, I, Jeffery Reinert, Mayor of Dodge City, do hereby proclaim **May 4, 2025**, as

International Firefighters' Day

in **Dodge City, Kansas**, and urge all citizens to recognize the efforts of our local fire service, honor those who have fallen, and take time to appreciate the men and women who safeguard our lives, homes, and future every day.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of May, 2025.

Jeffery J. Reinert, Mayor

City of Dodge City, Kansas

Proclamation

56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 4 - 10, 2025

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

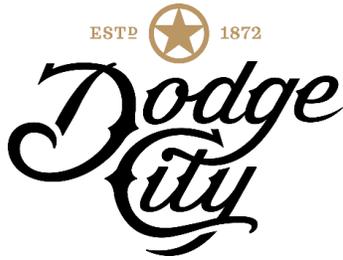
Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Jeff Reinert, Mayor of City of Dodge City, do recognize the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Connie Marquez and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 5th day of May, 2025

Mayor

Attest: _____



PROCLAMATION

WHEREAS, travel has a positive effect on **Dodge City** and the **state of Kansas**' economic prosperity; and

WHEREAS the travel industry fuels every industry and will continue to be an essential part of Dodge City's economy, development and workforce; and

WHEREAS tourism is an economic driver, a business recruitment tool, and a building block for state and community pride for **Dodge City**; and

WHEREAS travel to and throughout Kansas provides significant annual economic benefits for the state, generating more than \$13.2 billion in direct and indirect business sales, including \$8.0 billion spent directly by travelers; and

WHEREAS, key indicators from the 2023 Economic Impact of Tourism in Ford County report show that leaders in the community support the importance and growth of tourism in **Dodge City** and throughout **Ford County**, with visitors **spending \$172 million in Ford County**; and

WHEREAS, travel in Ford County generated **\$16.2 million** accruing to **state and local taxes** with the largest two categories of spending being **recreation at \$48.9 million and food & beverages at \$40.2 million** here in **Dodge City**; and

WHEREAS, the travel industry is the **4th** largest employer in **Dodge City**, supporting **1,693** jobs in **Dodge City** and resulting in **\$68 million** in wages and benefits; and

WHEREAS the travel industry is the heartbeat of our community and businesses, inviting visitors from around the globe to enjoy the experiences that only **Dodge City** can offer; and

WHEREAS welcoming visitors from near and far has always been, and always will be, the enduring spirit of the travel industry in Kansas.

NOW, THEREFORE, I, Jeff Reinert, Mayor, do hereby proclaim May 4-10, 2025 as

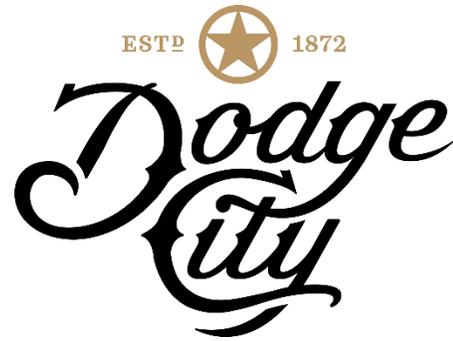
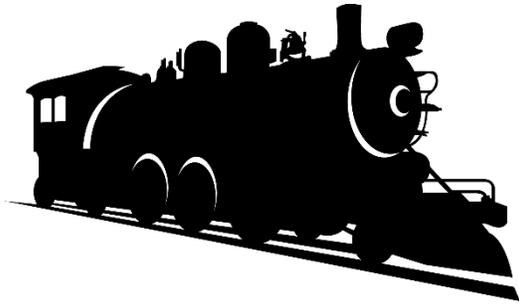
NATIONAL TRAVEL AND TOURISM WEEK

BE IT FURTHER RESOLVED that the City of Dodge City with the aid of the Convention and Visitors Bureau, will hold a **reception on May 6th from 9:00 AM to 10:00 AM** at the Mariah Gallery at Boot Hill Museum, **with complementary Historic Trolley Tours on that day at 10:30 AM and 1:30 PM** in observance of Travel and Tourism Week, and urge the citizens to join me in this special observance with appropriate events and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 5th day of May, 2025

Jeffery J. Reinert, Mayor

Connie Marquez, City Clerk



NATIONAL TRAIN DAY PROCLAMATION

WHEREAS, Federal and State transportation departments have made expansion of high-speed and intercity passenger rail a top priority in building 21st-Century national infrastructure; and

WHEREAS, a healthy freight and passenger rail network is essential to keeping the American economy moving efficiently; and

WHEREAS, Dodge City has benefitted from train service on Amtrak's *Southwest Chief* route; and

WHEREAS, Amtrak continues to work with states on the development of the next generation of high-speed and intercity passenger rail trains which will create good jobs in the United States by resurrecting the domestic manufacturing base; and

WHEREAS, during FY 2024 (October 2023 - September 2024) Amtrak welcomed aboard more than 32.8 million passengers, up 15%; and

WHEREAS, 4,511 passengers boarded or disembarked Amtrak trains in Dodge City during FY 2024;

NOW, THEREFORE, I, Jeff Reinert, Mayor, do hereby proclaim May 10, 2025 as

NATIONAL TRAIN DAY

IN WITNESS THEREOF, I have hereunto set my hand this 5th day of May, 2025

Jeffery J. Reinert, Mayor

Connie Marquez, City Clerk



Proclamation

Building Safety Month — May 2025

Whereas our City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas “Game On!,” the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Jeff Reinert, Mayor of Dodge City, do hereby proclaim the month of May 2025 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Jeffery J. Reinert, Mayor



CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers
806 N 2nd Avenue
Dodge City, KS
Monday, April 21, 2025
6:00 p.m.

WORK SESSION

Roll Call: Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor Michael Burns, Rick Sowers were all present.

Fire Chief, Bradley Hines, gave updates on current events, personnel, training, and other department updates. on the Dodge City Fire Department.

Police Chief, Drew Francis gave updates on hiring status, fleet status, the department project updates for the Dodge City Police Department.

ADJOURNMENT

Commissioner Daniel Pogue made a motion to adjourn the meeting. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

ATTEST:

1872

Mayor

City Clerk



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, April 21, 2025

7:00 p.m.

MEETING # 5308

CALL TO ORDER

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

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Reinert moved to amend the agenda adding the Safety Spotlight Award under the Visitors Section. Commissioner moved to approve the agenda with the amendment. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

PETITIONS & PROCLAMATIONS

Mayor Jeff Reinert read the Fair Housing Month Proclamation and proclaimed the month of April as Fair Housing Month. Rocio Montiel, Housing Coordinator for Dodge City/Ford County Development Corporation she stated to help celebrate fair housing month she would like to invite the commissioners and public to the ribbon cutting of the development of the United Village on April 24th from 10:00 am to 11:30 am. It will help with Kansas Commerce with all the progress that has been made for fair housing.

Mayor Jeff Reinert read the Arbor Day Proclamation and proclaimed Friday, April 25th, 2025. Chris Austin, Superintendent of Landscape and Grounds stated that this will mark the hundredth fifty third year for arbor day. Dodge City is one of sixteen communities that has been a member of Tree City USA. For Arbor Day they will celebrate by planting trees. He gave an update on all the tree planting schedules that will be going on April 24 and April 25th.

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).

Representative from ICON gave an update on the Dodge City Regional Airport Terminal Remodel and Construction Project.

Ryan Reid, Director of Administration recognized Oscar Claro as the employee to receive the Safety Spotlight Award. Oscar is an employee of public works department. His supervisor Cody nominated him for this award. Cody thanked Oscar for all his hard work and safety in the water department. Congratulations Oscar.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes.
2. Approval of City Commission Meeting Minutes.
3. Cereal Malt Beverage License:
 - a. Fruteria Ramirez, 302 S. 2nd Avenue
 - b. Dodge City A's, San Jose Drive
(On file in City Clerk's Office)
4. Approval of Change Order #1 for Additional Work Required on the Wyatt Earp Boulevard. and Avenue D Drainage Improvement Project.
5. Approval of Consent Agreement to Allow Boot Hill LLC to Install a Fiber Line across the City's Easement.
6. Approval of Bids for the (CDBG) Community Development Block Grant Program Renovations for 1212 W. McArtor Road, 1106 Longbranch Road, 1205 W. Beeson Road.

Commissioner Daniel Pogue made a motion to approve the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESSES

NEW BUSINESS

1. Commissioner Chuck Taylor moved to approve the bid from APAC-Kansas, Inc. Shears Division for 2" mill/inlay/overlays in the amount of \$711,530.80 for the 2025 Asphalt Street Maintenance Project. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

2. Commissioner Michael Burns moved to approve an expenditure not to exceed \$100,000 to APAC-Kansas, Inc., Shears Division to place 4” asphalt paving at Maple Grove Cemetery. Commissioner Rick Sowers seconded the motion. The motion carried 5 -0.
3. Commissioner Rick Sowers moved to approve the purchase and payment for temporary construction and drainage easements, and right-of-way for Trail St. Reconstruction in the amount of \$15,600. Commissioner Daniel Pogue seconded the motion. The motion carried 5 -0.
4. Commissioner Daniel Pogue moved to approve the proposal from Topline Construction in the amount of \$265,000 for the interior demolition of the First National Bank Building. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

Commissioner Michael Burns moved to approve Change Orders #7, #8, #9, #12, #14, #15, #16 #17 #18,#19, #20, #21, #22, and #23 related to FAA Grant 39/40/42 for the Dodge City Regional Airport Terminal Expansion and remodel project. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Chuck Taylor made a motion. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: City Commission, City Manager
From: Laura Stein, Director of Dodge City Animal Shelter
Date: May 5, 2025
Subject: Adding Microchipping to Registration 2-129
Agenda Item: New Business

Recommendation:

Staff recommend having microchipping of cats and dogs 4 months of age and older to help with identification of stray animals to owners.

Background:

The staff at the animal shelter has noticed most animals running at large do not have the city registration tags on when entering the shelter, nor are they on when animal control picks them up on the streets of the city. We do have microchip readers in the animal control van and at the shelter. If animals were microchipped, it would help with reuniting these pets with their owners and less stress on the animals. Having animals microchipped, would give animal control more room in the shelter if the owners are contacted right away and not waiting until owners have been missing their pets for days before they come look for them. Some people do not keep their city tags on the collars because they have said their other dogs chew them off. Microchips stay with animals all the time.

This ordinance was initially drafted by students at Dodge City Community College as part of an ongoing initiative through the DC3 Service-Learning Program aimed at promoting responsible pet ownership and enhancing outcomes for both pets and residents in our community.

Justification:

This amendment aims to facilitate the swift and accurate return of lost animals to their owners, alleviate the burden on the shelter of overcrowding, and align our city's animal welfare practices with widely accepted standards.

Financial Considerations:

The animal shelter staff looked at the cost of microchips from veterinarians in the city and they can run anywhere between \$40.00 to \$83.00 depending on where you Vet. Board at the animal shelter is \$30.00 per day. We feel this would in the long run help owners and shelter if this would pass.

Purpose/Mission:

To help reunite pets to their owners and deter people from abandoning their pets and to help cut down on the overcrowding in the shelter at times.

Legal Considerations: Acceptance of this provision would add a section to the City Code. The City Attorney has reviewed the ordinance and approved it as to form.

Attachments:

- Ordinance 3827
- Memo from Jay Gooldy, Assistant Professor of English & DC 3 Service-Learning Program Coordinator, Dodge City Community College

To: Dodge City City Commission

From: Jay Gooldy, Assistant Professor of English & DC3 Service Learning Program
Coordinator, Dodge City Community College

Date: May 5, 2025

Subject: Proposed Amendment to Animal Ordinance – Mandatory Microchipping of Dogs and Cats (DC3 Service-Learning Program)

Overview:

This memo is to present a proposed **amendment** to the current city animal ordinance that would require the microchipping of dogs and cats over the age of three (3) months. This proposal is part of an ongoing initiative through the DC3 Service-Learning Program aimed at promoting responsible pet ownership and enhancing outcomes for both pets and residents in our community.

This amendment aims to facilitate the swift and accurate return of lost animals to their owners, alleviate the burden on local shelters and animal control officers, and align our city's animal welfare practices with widely accepted standards.

Proposed Amendment Summary:

The proposed language to be added to the existing ordinance is as follows:

It shall be unlawful for any person to own, keep, or harbor any dog or cat over the age of three (3) months that has not been implanted, at the owner's expense, with a registered microchip. The microchip shall contain identifying information linking the animal to its owner and shall be registered with a recognized national database.

An exemption to this requirement may be granted if a licensed veterinarian determines that the implantation of a microchip would be detrimental to the health or well-being of the animal. In such cases, the owner must provide written documentation from the veterinarian stating the specific medical reason for exemption.

Failure to comply with this section shall be considered a violation of the city's animal control regulations. Penalties for non-compliance shall be consistent with existing penalties related to failure to register an animal, as outlined in the current city code.

Rationale:

- **Public Safety:** Microchipping allows for the rapid identification of pets and their owners, helping reduce the number of strays and improving response times during emergencies.
- **Shelter Efficiency:** Identifiable animals spend less time in shelters, easing overcrowding and reducing operational costs.
- **Accountability & Prevention:** The ordinance promotes responsible pet ownership and serves as a deterrent to abandonment.

- **Alignment with Best Practices:** Many municipalities across the country have adopted similar microchipping requirements with measurable success.

This initiative is supported by students and faculty involved in the DC3 Service Learning Program and reflects the kind of civic engagement and community partnership we hope to foster throughout Dodge City.

Thank you for your time and consideration.

Respectfully,

Jay Gooldy

Assistant Professor of English

DC3 Service-Learning Program Coordinator

Dodge City Community College

ORDINANCE NO. 3827

**AN ORDINANCE OF THE CITY OF DODGE CITY ADDING SECTION 129 TO
CHAPTER TWO ARTICLE ONE OF THE CITY CODE**

WHEREAS, the City Commission recognizes the importance of promoting responsible pet ownership within the community; and

WHEREAS, the City Commission seeks to reduce the number of stray animals, improve the return rate of lost pets to their owners, and alleviate the burden on local animal shelters and animal control services; and

WHEREAS, the City Commission finds that requiring the microchipping of dogs and cats is in the best interest of public safety, animal welfare, and community resources.

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

SECTION 1: PURPOSE AND SCOPE.

The purpose of this ordinance is to establish a requirement for the mandatory microchipping of dogs and cats over the age of three (3) months within the city limits of Dodge City. This ordinance is intended to enhance the identification and recovery of lost pets, promote responsible pet ownership, and support the efficient operation of animal control and shelter services.

SECTION 2: PROVISIONS.

Section 129 shall read as follows:

- (a) It shall be unlawful for any person to own, keep, or harbor any dog or cat over the age of three months that has not been implanted, at the owner's expense, with a registered microchip. The microchip shall contain identifying information linking the animal to its owner and shall be registered with a recognized national database.
- (b) An exemption to this requirement may be granted if a licensed veterinarian determines that the implantation of a microchip would be detrimental to the health or well-being of the animal. In such cases, the owner must provide written documentation from the veterinarian stating the specific medical reason for exemption.

SECTION 3: ENFORCEMENT.

Failure to comply with this section shall be considered a violation of the city's animal control regulations. Penalties for non-compliance shall be consistent with existing penalties related to failure to register an animal, as outlined in the current city code in section 2-200.

SECTION 4: SEVERABILITY.

If any section, provision, sentence, clause, or phrase of this Ordinance, or if its application in a specific instance is found to be invalid, the remainder of such Ordinance and its application shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect from and following its publication in the official city newspaper as provided by law.

**PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS IN
REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS _____ DAY OF
_____, 20__.**

JEFFERY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Human Resource Officer, Brandon Roy
Date: April 28, 2025
Subject: Marketing and Hiring
Agenda Item: New Business

Recommendation: I recommend authorizing city manager to execute a contract with McGrath Human Resources Group for compensation not to exceed \$35,870, pending legal review of the contract for the marketing and hiring of the Dodge City Police Chief position that will be vacant upon the retirement of Chief Drew Francis in October of 2025.

Background: This proposal from McGrath Human Resources Group is to seek out potential qualified candidates for the Chief of Police position as well as facilitate the hiring process of this position. To begin the recruitment project, the Project Manager will meet with City leadership to outline a project plan, gather background information, and identify any key internal or external stakeholders to involve. McGrath Human Resources will develop marketing materials, conduct candidate screenings, and manage communications throughout the process. Qualified applicants will be grouped and presented to the City, with optional Assessment Center exercises available for final candidates. The firm will support the City through interviews, stakeholder engagement, and final selection recommendations. We've chosen to partner with an outside firm for this recruitment to ensure a thorough, unbiased process and to access a broader candidate pool. Their expertise in public safety hiring and use of assessment tools will help us find the most qualified leader for our community. We did not reach out to other firms for this service because we have utilized McGrath several times in the past. Human Resources investigations, salary surveys, etc.

City Commission Options:

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

Financial Considerations:

Amount \$: 35,870

Fund: 001 Dept: 21100 Expense Code: 420005

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: To recruit and hire the best possible candidate for this position.

Attachments: Proposal for Police Chief Recruitment Services

Approved for the Agenda by:

Nickolas J Hernandez

Nick Hernandez, City Manager



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Bradley Hines, Fire Chief

Date: May 05, 2025

Subject: (SCBA) Self Contained Breathing Apparatus

Agenda Item: New Business

Recommendation: I recommend the approval of the bid for 11 Air-Pak X3 Pro SCBA, 32 Cylinders 25 AV-632 BAYONET ADAPTEERS and 50 Cart-Filters provided by MES for \$132,924.26 to update our SCBA's. This is the second consecutive year we have purchased airpaks. \$135,000 was allocated to update the airpaks in 2024, 2025 and 2026 per the Capital Equipment Program.

Purpose: The purpose is to continue updating our SCBA's. The current airpaks we have are failing due to system failure. Our current AVON SCBA's are no longer made for the fire service. Repairs are becoming difficult, and parts are running out. To meet NFPA 1981, packs expire every 10 years. Reliable airpaks are a life safety device that firefighters rely on for safe clean breathing air.

Background: In 2024, the commission approved the SCOTTS air packs through MES for \$134,792. In 2025, I would like the approval of the commission to buy the second of three purchases of airpaks for \$132,924.26. The second purchase is also going to be MES, SCOTTS airpaks with the same size of bottles as last year.

City Commission Options:

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

Financial Considerations: These purchases are budgeted through the Capital Equipment Program Outline, with \$135,000 allocated to purchase the second of three years of airpaks.

Amount: \$132,924.26

Fund: 14022100 441005

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: This purchase aligns with the City's Core Value, "Safety- Together, we endeavor to provide a safe and secure workplace and community."

Attachments: 2025 Quote. For 11 Air-Pak X3 Pro SCBA, 32 Cylinders 25 AV-632 BAYONET ADAPTEERS and 50 Cart-Filters. Provided from MES. for \$132,924.26 to update our SCBA's. Also attached is the Quote from last years purchase.

Approved for the Agenda by:

Bradley Hines, Dodge City Fire Chief



(877) 637-3473

Quote

Quote # QT1929098
Date 04/21/2025
Expires 05/06/2025
Sales Rep Chew, Dwayne
Shipping Method FedEx Ground
Customer Dodge City Fire Department (KS)
Customer # C225734

Bill To

Dodge City Fire Department
 201 Soule
 Dodge City KS 67801
 United States

Ship To

Dodge City Fire Department
 201 Soule
 Dodge City KS 67801
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914025005304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), None, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	11	\$6,641.70	\$73,058.70
200129-35			Snap-Change Cylinder, Carbon-Wrapped 30-Year, Pressure 4500, 45 Minutes (at 40 lpm)	32	\$1,791.08	\$57,314.56
XP-1008-4113-7		EA	AV-632 BAYONET ADAPTER PER EACH	25	\$50.00	\$1,250.00
60921			Cart-Filter OV P100	50	\$26.02	\$1,301.00

Subtotal \$132,924.26
Shipping Cost \$0.00
Tax Total \$0.00
Total \$132,924.26

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1929098



Memorandum

To: City Commissioners
From: Nick Hernandez, City Manager; Paige Gilmore, City Attorney
Date: May 5, 2025
Subject: Approval of National Beef Wastewater Agreement 2025
Agenda Item: New Business

Purpose: Approval of National Beef Wastewater Agreement

Recommendation: Staff recommends approval of the agreement.

Background: In 2002, National Beef and the City entered into an agreement where National Beef agreed to financially contribute to the construction of a new wastewater treatment plant and new freshwater distribution system. That agreement has been fulfilled. In the 22 intervening years, the City of Dodge City has grown, along with National Beef. This growth creates increased demand for wastewater treatment expansion to accommodate the needs of the community. Because of this, the parties desire to enter into an agreement similar to the one entered in 2002.

The key terms of the Agreement include:

- After the completion of the wastewater treatment facility, National Beef shall pay a total of \$18,010,909.22 toward the financing project, in addition to paying 2.26% of the interest on the financing obtained by the City for the project. In return, the City will provide National Beef with a guaranteed daily capacity of wastewater treatment of up to 5 million gallons.
 - This payment will be made semi-annually in payments of \$555,889.60 on January 1 and July 1 of each year for 40 total payments.
- The wastewater treatment rate charged to National Beef will be structured to pay costs attributable to the treatment of wastewater from National Beef's plant. This agreement establishes the rate shall not increase except for by the CPI-U average for at least 5 years with automatic renewal terms, subject to terms and conditions.
- The water rate (for freshwater use) is similarly regulated by this agreement to the wastewater rate. The City agrees not to increase the rate except for within CPI-U rate increases, subject to terms and conditions, for an initial term of 5 years with automatic renewal terms. National Beef's acquisition of additional water rates will trigger a rate adjustment.

City Commission Options:

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

Financial Considerations: Approval of this agreement will bind the parties to the agreements recited therein, which affects the amount the City may charge National Beef for wastewater use and for city municipal water use, and which obligates National Beef to contribute toward repayment of financing for the wastewater treatment expansion project.

Legal Considerations: This contract was reviewed by the city attorney and counsel for National Beef. Executing the contract will bind the City to the terms and conditions of the agreement.

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: Wastewater Agreement

Approved for the Agenda by:

Nick Hernandez, City Manager

Wastewater Agreement
(National Beef and City of Dodge City 2025)

By this agreement (“Agreement”), the City of Dodge City (hereinafter, “City”) and National Beef Packing Company, L.L.C. (hereinafter, “National Beef”) (collectively, “the Parties”) evidence their mutual intent and agreement to move forward with a project to provide for improved sewer and water services for both the City and National Beef, and to negotiate in good faith and execute any other ancillary agreements that are consistent with this Agreement.

WHEREFORE, on May 20, 2002, the Parties signed a Memorandum of Understanding (“May 2002 MOU”), which is attached hereto as **Exhibit A**; and

WHEREFORE, after execution of the May 2002 MOU, the Parties executed a supplement to the May 2002 MOU (“MOU Supplement”), which is attached hereto as **Exhibit B**; and

WHEREFORE, after the execution of the MOU Supplement, the Parties executed an agreement dated September 25, 2002 (“2002 Agreement”) to be bound by the May 2002 MOU as supplemented by the MOU Supplements; and

WHEREFORE, after the execution of the 2002 Agreement, the City did construct and build a new wastewater treatment plant and facilities as well as a new freshwater distribution system; and

WHEREFORE, National Beef did contribute \$16,511,678.13 from 2004 to 2023 and no amount is still owed to the City from National Beef to pay one-half (1/2) of the costs as agreed; and

WHEREFORE, both Parties acknowledge the terms and condition of the 2002 Agreement have been fulfilled; and

WHEREFORE, the City has determined it is necessary to again expand its wastewater treatment facility to accommodate the needs of the community; and

WHEREFORE, National Beef, which utilizes the City’s sewer service and treatment facilities, has increased its operations over the past several years which has added to the volume of the wastewater processed to the City’s treatment plant, and National Beef plans to increase its operations at its Dodge City plant, which will in turn increase the volume of wastewater to be treated in the City’s wastewater treatment facility; and

WHEREFORE, in recognition of the mutual benefits to both the City and National Beef resulting from improvement to the City’s wastewater treatment facility, the City and National Beef hereby agree to the terms of this Agreement, and to negotiate in good faith and to enter into any other agreements consistent with the intent of this Agreement and that are necessary to achieve such benefits and to address the current and future needs of both parties; and

WHEREFORE, the City and National Beef’s operations are codependent upon continuous and sustainable operations to effectively operate and nowhere in this agreement is the City’s desire to

terminate such a relationship, but rather to lay the foundation to protect both the City and National Beef's interests in addressing current and unforeseen regulatory forces which may pressure either parties ability to effectively function.

THEREFORE, the Parties hereby agree as follows:

1. Purpose of Agreement: The Parties hereby enter into this Agreement providing for the expansion, renovation, and improvement of the City's wastewater treatment plant and facilities which the City has already commenced, and that shall be constructed in accordance with plans and specifications as prepared by the City's consulting engineers and which shall be owned and operated by the City.
2. Initial Financing of Expansion: The City shall exercise all reasonable efforts to borrow funds sufficient to finance expansion of its south wastewater treatment facility. The City believes it has sufficient funds to complete the construction, but if funds are not available to continue the function performed in this Agreement, the City will terminate this Agreement. The City agrees to give written notice of termination to National Beef at least thirty (30) days prior to the end of its current fiscal year.
3. Consideration: When the City has completed the expansion of its wastewater treatment facility as discussed in this Agreement, National Beef shall share in the cost of such financing by paying a total of \$18,010,909.22 toward the principal balance of the City's above-described financing, in addition to paying annual interest at a rate of 2.26%. In return for this assistance with the financing of the expansion, the City will provide National Beef with a guaranteed daily capacity of waste-water treatment of up to 5 million gallons.
4. Payment Schedule: National Beef shall pay the City \$1,111,779.20 annually, through two (2) payments per year with one payment of \$555,889.60 due and owing on January 1st of each year and another payment of the same amount due and owing on July 1st of each year, for a period of twenty (20) years (40 total payments) commencing on the January 1st or July 1st next following the completion and commissioning of the expansion described herein, which payments shall be applied to the principal balance owed and interest accrued according to the Amortization Schedule attached hereto as **Exhibit C**.
5. Wastewater Treatment Charge: The Wastewater Rate will be structured in such a manner to provide that National Beef will reimburse to the City, by way of the wastewater treatment charge, the treatment, and operational costs directly attributable to the treatment of National Beef plant wastewater. National Beef shall be subject to the following terms contained in this Paragraph 5 and its sub-paragraphs regarding the wastewater treatment charges to be paid by National Beef ("Wastewater Rate") for a term of five (5) years beginning January 1, 2025 and concluding December 31, 2029 ("Initial Term"). Upon the expiration of the Initial Term, the agreements of this section shall automatically renew for successive five (5) year periods ("Renewal Terms"), unless either Party provides written notice of its intent not to renew at least one (1) year prior to the expiration of the Initial Term or at least one (1) year prior to the expiration of any Renewal Term. Notice of non-renewal must be delivered in writing to the other party. Notice of non-renewal shall not automatically terminate the terms of this Agreement but shall require the Parties participation in good-faith negotiations regarding the terms of this Agreement. Termination of this Agreement shall require mutual written consent of the parties including a negotiated termination schedule and modified payback schedule, if necessary.

- a. Wastewater Treatment Charge Resolution: National Beef’s wastewater treatment charge shall be determined and ratified annually by resolution of the City. The Wastewater Treatment Charge in effect at the time of this Agreement is shown in the attached **Exhibit D**.
 - b. Increase Cap: In no event shall the annual resolution referred to herein attempt to or purport to increase the Wastewater Rate in excess of the terms allowable by this Agreement. In no event shall the Wastewater Rate increase at a rate exceeding the rate increase applied to any other persons charged a wastewater treatment charge by the City, unless mutually agreed in writing by both Parties.
 - c. CPI-U Rate Increase: During the effective life of this Paragraph 5 and its sub-paragraphs, National Beef’s Wastewater Rate shall not increase by more than the five-year average of the Consumer Price Index for Urban Consumers (“CPI-U”) for water and sewer and trash collection services for the immediately preceding five years prior to the execution of this Agreement. Any increase above this amount must be mutually agreed in writing executed by both Parties.
 - d. Rate Increases Out of City Control: In the event that State or Federal regulations or requirements mandate an increase in the City of Dodge City’s wastewater treatment charges, such increases shall be permissible and shall not constitute a breach of this Agreement. The City shall provide National Beef with written notice of any such regulatory changes necessitating a rate increase as soon as practicable.
6. Water Rate: National Beef shall be subject to the following terms in this Paragraph 6 and its sub-paragraphs regarding rate for city water to be paid by National Beef for a term of five (5) years beginning January 1, 2025 and concluding December 31, 2029 (“Initial Term”). Upon the expiration of the Initial Term, the agreements of this section shall automatically renew for successive of five (5) year terms (“Renewal Terms”), unless either Party provides written notice of its intent not to renew at least one (1) year prior to the expiration of the Initial Term or at least one (1) year prior to the expiration of any Renewal Term. Notice of non-renewal must be delivered in writing to the other party. Notice of non-renewal shall not automatically terminate the terms of this Agreement but shall require the Parties participation in good-faith negotiations regarding the terms of this Agreement. Termination of this Agreement shall require mutual written consent of the parties including a negotiated termination schedule and modified payback schedule, if necessary.
- a. Water Rate Resolution: National Beef’s annual water rate shall be ratified by City Resolution annually, setting two rates for water usage. The first rate shall charge a base rate for the acre-feet of water rights owned by National Beef and developed by the City (“Base Rate”). The second rate shall charge an overage rate for water utilized by National Beef in excess of National Beef’s ownership of water rights and will be billed at a rate equal to the per thousand charge for all municipal water users (“Overage Rate”). The Base Rate and Overage Rate in effect at the time of this Agreement’s execution are shown in the attached **Exhibit D**.
 - b. Increase Cap: In no event shall the annual resolution referred to herein attempt to or purport to increase National Beef’s Water Rate in excess of the terms allowable by this Agreement. In no event shall National Beef’s water rate increase exceed the rate at which all other users of the City of Dodge City’s water rates increase unless mutually agreed in writing executed by both Parties.

- c. CPI-U Rate Increase: During the effective life of this Paragraph 6 and its subparagraphs, National Beef's water rate as shown in **Exhibit D** shall not increase more than by the five-year average of the Consumer Price Index for Urban Consumers ("CPI-U") for water and sewer and trash collection services for the immediately preceding five years prior to execution of this Agreement. Any increases above this amount must be mutually agreed in writing executed by both Parties.
 - d. Rate Increases Out of City Control: In the event that State or Federal regulations or requirements mandate an increase in the City of Dodge City's water rate, such increases shall be permissible and shall not constitute a breach of this Agreement. The City shall provide National Beef with written notice of any such regulatory changes necessitating a rate increase as soon as practicable.
 - e. National Beef Water Right Acquisition: National Beef may purchase and develop water rights in excess of their current ownership, and any increase or decrease in those rights will result in adjustment of the Base Rate discussed in the attached **Exhibit D**.
7. Venue and Jurisdiction: This agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Ford County Kansas.
 8. No Indemnity: No provision of this contract will be given effect that attempts to require the City or its agents or employees to defend, hold harmless, or indemnify National Beef or any contractor or third party for any acts or omissions. The liability of the City of Dodge City is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*). Notwithstanding the above, if National Beef is in material compliance with this Agreement and any ancillary agreements and requirements, the City will be obligated to ensure that all wastewater treated and released by the City will be done in accordance with all relevant federal, state and local laws and regulations. The City agrees it shall not seek to subrogate or implead National Beef for any liability arising from the City's wastewater treatment system where liability arises completely independently from fault by National Beef.
 9. No Binding Arbitration: No interpretation of this contract shall find that the City or its agents and employees have agreed to binding arbitration, or the payment of damages or penalties.
 10. National Beef Management Committee Authority: The Parties acknowledge that National Beef's ability to enter into a binding Agreement concerning the above is subject to the approval of its management Committee and the consent of its Senior Bank Group, and the enforceability of this Agreement against National Beef will be contingent upon National Beef receiving such approvals.
 11. City Commission Authority: The Parties acknowledge that the City's ability to enter into a binding Agreement concerning the above is subject to the approval of the City Commission for the City of Dodge City and the enforceability of this Agreement against the City will be contingent upon the City receiving such approval.
 12. Headings: The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this agreement.
 13. Authorized Signers: Subject to the satisfaction of the contingencies stated in the preceding paragraphs 10 and 11, by signing this Agreement, the representative(s) of National Beef and the City hereby represents that such person(s) is duly authorized to execute this

Agreement on behalf of National Beef or the City as the case may be, and that National Beef and the City are agreeing to be bound by the provisions of this Agreement.

Signature page to follow.

Approved and adopted this ____ day of _____, 2025.

CITY OF DODGE CITY, KANSAS

By: _____
Jeffery J. Reinert, Mayor

ATTEST:

By: _____
Connie Marquez, City Clerk

NATIONAL BEEF PACKING
COMPANY, L.L.C.

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A

JUL 16 2002

4:54PM

CITY OF DODGE CITY

NO. 324

P. 1/4

COPY

MEMORANDUM OF UNDERSTANDING AND INTENT

By this Memorandum of Understanding and Intent, the City of Dodge City (City) and Farmland National Beef Packing Company, L.P. (National Beef) evidence their mutual intent and desire to enter into a formal agreement or agreements to provide for improved sewer and water services for both the City and National Beef.

The City owned and operated wastewater treatment plant which is located 11 miles south of the city has been in operation for approximately 15 years and due to the City's growth over the years is in need of expansion and renovation. In addition, National Beef, which utilizes the City sewer service and treatment facilities has increased its operations over the past several years which has added to the volume of the wastewater processed to the City treatment plant. National Beef has announced plans to significantly increase its operations at its Dodge City plant over the next three years, which will in turn increase the volume of wastewater to be treated as well as the need for additional water for its plant operations. At the same time the City's growth has created a need for additional water for municipal use.

The proposed agreement(s) will provide for the expansion, renovation and improvement of the City's wastewater treatment plant and facilities as well as a new fresh water distribution system, both of which will be constructed in accordance with plans and specifications as prepared by the City's consulting engineers and both of which will be owned and operated by the City. The total construction cost of both projects will be shared equally between the City and National Beef. In addition, the agreement(s) will provide for the acquisition of additional water rights by National Beef, at its cost, with assurances that the City will receive not less than 1,000-acre feet of new water rights for municipal use and the continued operation of its treated wastewater irrigation facilities. In addition, such agreement(s) will establish sewer and water charges to be paid by National Beef for use of the City's sewer and water facilities.

The sewer charges to be paid by National Beef will be structured in such a manner so as to provide that National Beef will reimburse to the City, by way of the

sewer charge, the treatment and operational costs directly attributable to the treatment of National Beef plant wastewater. The water charge to be paid by National Beef will be established based on a percentage of the operation costs incurred in the production of the water resulting from the new water rights and the costs of the operation, maintenance and repairs associated with the transportation of such water through the new fresh water distribution system. The percentage figure to be used to determine the water charge to National Beef will be based on volume of National Beef water transported by the new distribution system.

In recognition of the mutual benefits to both the City and National Beef resulting from the actions and improvements as outlined above, the City and National Beef announce their intent to formalize and enter into an agreement or agreements to achieve such benefits and to address the current and future needs of both parties.

Approved and adopted this 20th day of May, 2002.

CITY OF DODGE CITY, KANSAS

By Mark Pingsterhaus
Mark Pingsterhaus, Mayor

ATTEST:

Nannette Pogue
Nannette Pogue, City Clerk

FARMLAND NATIONAL BEEF PACKING,
COMPANY, L.P.

By VPBM

EXHIBIT B

08/09/2002 13:51 FAX
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Williams Law Firm

620 25-7261

003

P. 2

Memorandum of Understanding and Intent, Supplement No. 1"

By this Memorandum of Understanding and Intent, Supplement No. 1, the City of Dodge City (the City) and Farmland National Beef Packing Company, L.P. (National Beef) evidence their intent to supplement the Memorandum of Understanding and Intent adopted by the city commission of City on May 20, 2002.

The best estimate of the total construction cost of the improvements to the City's wastewater treatment plant and facilities and for the new fresh water distribution system to which the City and National Beef have each committed to share equally, is currently \$18 to \$20 million (\$14 to \$15 million for the wastewater treatment plant expansion and renovation, and \$4 to \$5 million for the new freshwater distribution system). The total project costs to be shared equally between City and National Beef will include, but not necessarily be limited to, new wastewater lines from the City to the treatment plant site including necessary easements, land acquisition for lagoon expansion (the cost of which has already been paid by City), engineering and design costs, the construction and equipment costs incurred with the expansion and renovation of the treatment plant, engineering, design, and construction costs of the new freshwater line from the treatment plant site to the point of connection with the City's existing water distribution system along with all necessary easements associated therewith, as well as the costs of new wells, pumps, booster pumps and connecting lines from the wells to the main transportation line. The intent is to bond the total cost of the project, or as much thereof as possible, with National Beef committing to one-half of all bond payments. In the event up front cash is required, City will advance such payments subject to reimbursement by

COPY

National Beef at a reasonable interest rate in conjunction with National Beefs bond payments. The same would be true of project costs that have already been incurred by City, if such cannot be included as part of the bond issue. National Beef will also share equally with City the costs of issuance, including bond placement fees, bond counsel fees and other costs related to the bond issue.

Subject to the execution of a mutually acceptable agreement or agreements regarding the terms and conditions of the details of the project as outlined in the May 20, 2002 Memorandum of Understanding, including the granting to the City of a first and prior mortgage, and upon conveyance to the City of its 1,000 a/f allotment of municipal use water rights, the City will assign, release and/or transfer to National Beef in full the City's present leasehold interest in and to the water rights covered by the Consolidated Agreement. In this regard the City would make no representations or warranties concerning the nature and extent of its existing interest, nor as to the quality or quantity regarding the water represented by such rights.

To secure the payment of National Beef's share of the bond payments and other contractual obligations, National Beef will grant to the City a first and prior mortgage on all water rights acquired by National Beef's purchase of the Regan and Nicholson properties and rights. The City's first mortgage of the water rights will be in the initial amount of \$10,000,000, representing the estimated share of National Beef's obligation for the total project costs, which amount may be increased or decreased once total project costs have been finally determined. In addition, the City will retain its leasehold interest in all such rights and will sublease all such rights to National Beef for its industrial use until National Beef has provided the city with the City's 1,000 a/f of municipal use rights in accordance with the terms set forth below, at which time the City

will release and assign its leasehold interest in all such rights to National Beef. The mortgage of water rights to the City and the City's sublease of water rights to National Beef will afford notice and cure rights to National Beef's senior bank group and will allow National Beef to grant junior liens in the National Beef water rights and liens on its subleasehold interest. Any such liens shall be subordinate to the City's first mortgage and leasehold interests. Once the City has received from National Beef its total allocation of 1,000 a/f of municipal use water rights, and when National Beef's bond payment obligations have been reduced to an amount less than the face value of the City's mortgage, the City will, upon request, amend the amount of its original mortgage and/or issue partial mortgage releases so as to reduce the amount of the City's mortgage to an amount equal to the balance of National Beef's remaining payment obligations. Once all of National Beef's payment obligations have been fully satisfied, the City will release its mortgage.

In the event that National Beef obtains more than 2,844 a/f of industrial use water rights from the Regan and Nicholson purchases, then within three years of the completion date of the new freshwater pipeline, National Beef will convey to the City an unencumbered fee title ownership in the excess rights, not to exceed the equivalent of 1,000 a/f of municipal use rights, which excess rights will be applied toward satisfaction of the City's 1,000 a/f of municipal rights allocation. If such excess rights do not fully satisfy the City's 1,000 a/f allocation, National Beef, within three years of the pipeline completion date will acquire from another source reasonably acceptable to the City and will convey to the City the balance of the City's 1,000 a/f of municipal use rights.

In the event all or a portion of the City's 1,000 a/f allotment comes from a source other than the Regan/Nicholson rights, the cost to be paid by National

Beef to acquire the balance of the City's 1,000 a/f allotment will include the production costs (i.e. wells, pumps, etc.) and transport costs (transmission lines and connection to either the new main transportation line, or to connection with the City's existing distribution system, whichever is less). If the "other source" City water is transported by the new main line, the operational costs to provide the water (i.e. utility, maintenance and repair costs for the wells and pumps) will be included as part of the new main transportation line operational costs and paid based on the percentage of volume transported through the new line. If the "other source" City water is transported directly to the existing City distribution system and not through the new main transportation line, the operational costs will be paid by the City.

In the event that National Beef proposes to convey any portion of the water rights acquired by the Regan/Nicholson purchase (other than to a successor owner/operator of its Dodge City processing plant) the City will have a right of first refusal to purchase all (but not less than all) of such portion. Any assignment, lease or sale of National Beef rights to an entity or entities other than the City will be subject to the provisions of the National Beef/City agreement(s) and the new Consolidated Agreement.

For the first three years following completion of the project, the City will use the existing City owned wells and water rights at the wastewater site for dilution purposes. Any additional water needed for dilution will be provided by National Beef. Any supplemental irrigation will be provided either by the landowner or National Beef. City will use its best efforts with the tenant in managing the wastewater treatment system to minimize or eliminate the need for supplemental irrigation. Such City owned rights will not be included as part of the 1,000 a/f of usable municipal water to be provided by National Beef to the

City under the May 20, 2002 Memorandum of Understanding and Intent nor shall any dilution or supplemental water provided by National Beef or the landowner be deducted from said 1,000 a/f. If, during the period the City is using its existing City wells and rights at the wastewater treatment plant site for dilution, an aquifer draw down requires the City to deepen or modify its existing well(s), such costs shall be paid by National Beef.

During these first three years, the Parties will accumulate data on relative contributions to the total volume of the wastewater loadings and to the pollutant makeup of the wastewater. After the three year assessment period, the Parties will then negotiate in good faith to conclude a contract on responsibility for relative contributions to dilution water based on these relative contributions of total volume of wastewater and pollutant makeup.

Subject to the following conditions the City will provide National Beef with water at rates the City charges comparable customers if National Beef's existing term permits or any newly acquired permits are either not renewed or are terminated by DWR despite National Beef's best efforts to the contrary, before National Beef has project water available. Such City water will be provided only in emergency situations and on a temporary basis, and on the basis that National Beef's needs do not result in a shortfall in City's ability to meet its domestic requirements, or result in a violation of City's total use allocation, both as determined in the City's sole and reasonable discretion. The Parties recognize that the wastewater treatment plant expansion will occur first, followed by or preferably in conjunction with the new freshwater distribution facilities.

The parties acknowledge that National Beef's ability to enter into binding

agreements concerning the above is subject to approval of its Management Committee and the consent of its Senior Bank Group and the City's ability to enter into binding agreements concerning the above is subject to City Commission approval of all such contracts.

City of Dodge City, Kansas

By 
City Manager

Farmland National Beef Packing Company, L.P.

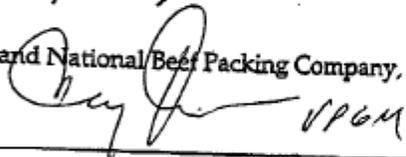
By  VP GM

EXHIBIT C

06/11/2024 1:31 PM

Compounding Period: Semiannual

Nominal Annual Rate: 2.260%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/01/2025	18,010,909.22	1		
2	Payment	01/01/2025	555,889.60	40	Semiannual	07/01/2044

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/01/2025				18,010,909.22
1	01/01/2025	555,889.60	0.00	555,889.60	17,455,019.62
2	07/01/2025	555,889.60	197,241.72	358,647.88	17,096,371.74
2025 Totals		1,111,779.20	197,241.72	914,537.48	
3	01/01/2026	555,889.60	193,189.00	362,700.60	16,733,671.14
4	07/01/2026	555,889.60	189,090.48	366,799.12	16,366,872.02
2026 Totals		1,111,779.20	382,279.48	729,499.72	
5	01/01/2027	555,889.60	184,945.65	370,943.95	15,995,928.07
6	07/01/2027	555,889.60	180,753.99	375,135.61	15,620,792.46
2027 Totals		1,111,779.20	365,699.64	746,079.56	
7	01/01/2028	555,889.60	176,514.95	379,374.65	15,241,417.81
8	07/01/2028	555,889.60	172,228.02	383,661.58	14,857,756.23
2028 Totals		1,111,779.20	348,742.97	763,036.23	
9	01/01/2029	555,889.60	167,892.65	387,996.95	14,469,759.28
10	07/01/2029	555,889.60	163,508.28	392,381.32	14,077,377.96
2029 Totals		1,111,779.20	331,400.93	780,378.27	
11	01/01/2030	555,889.60	159,074.37	396,815.23	13,680,562.73
12	07/01/2030	555,889.60	154,590.36	401,299.24	13,279,263.49
2030 Totals		1,111,779.20	313,664.73	798,114.47	
13	01/01/2031	555,889.60	150,055.68	405,833.92	12,873,429.57
14	07/01/2031	555,889.60	145,469.75	410,419.85	12,463,009.72
2031 Totals		1,111,779.20	295,525.43	816,253.77	
15	01/01/2032	555,889.60	140,832.01	415,057.59	12,047,952.13
16	07/01/2032	555,889.60	136,141.86	419,747.74	11,628,204.39
2032 Totals		1,111,779.20	276,973.87	834,805.33	

	Date	Payment	Interest	Principal	Balance
17	01/01/2033	555,889.60	131,398.71	424,490.89	11,203,713.50
18	07/01/2033	555,889.60	126,601.96	429,287.64	10,774,425.86
2033 Totals		1,111,779.20	258,000.67	853,778.53	
19	01/01/2034	555,889.60	121,751.01	434,138.59	10,340,287.27
20	07/01/2034	555,889.60	116,845.25	439,044.35	9,901,242.92
2034 Totals		1,111,779.20	238,596.26	873,182.94	
21	01/01/2035	555,889.60	111,884.04	444,005.56	9,457,237.36
22	07/01/2035	555,889.60	106,866.78	449,022.82	9,008,214.54
2035 Totals		1,111,779.20	218,750.82	893,028.38	
23	01/01/2036	555,889.60	101,792.82	454,096.78	8,554,117.76
24	07/01/2036	555,889.60	96,661.53	459,228.07	8,094,889.69
2036 Totals		1,111,779.20	198,454.35	913,324.85	
25	01/01/2037	555,889.60	91,472.25	464,417.35	7,630,472.34
26	07/01/2037	555,889.60	86,224.34	469,665.26	7,160,807.08
2037 Totals		1,111,779.20	177,696.59	934,082.61	
27	01/01/2038	555,889.60	80,917.12	474,972.48	6,685,834.60
28	07/01/2038	555,889.60	75,549.93	480,339.67	6,205,494.93
2038 Totals		1,111,779.20	156,467.05	955,312.15	
29	01/01/2039	555,889.60	70,122.09	485,767.51	5,719,727.42
30	07/01/2039	555,889.60	64,632.92	491,256.68	5,228,470.74
2039 Totals		1,111,779.20	134,755.01	977,024.19	
31	01/01/2040	555,889.60	59,081.72	496,807.88	4,731,662.86
32	07/01/2040	555,889.60	53,467.79	502,421.81	4,229,241.05
2040 Totals		1,111,779.20	112,549.51	999,229.69	
33	01/01/2041	555,889.60	47,790.42	508,099.18	3,721,141.87
34	07/01/2041	555,889.60	42,048.90	513,840.70	3,207,301.17
2041 Totals		1,111,779.20	89,839.32	1,021,939.88	
35	01/01/2042	555,889.60	36,242.50	519,647.10	2,687,654.07
36	07/01/2042	555,889.60	30,370.49	525,519.11	2,162,134.96
2042 Totals		1,111,779.20	66,612.99	1,045,166.21	
37	01/01/2043	555,889.60	24,432.13	531,457.47	1,630,677.49
38	07/01/2043	555,889.60	18,426.66	537,462.94	1,093,214.55
2043 Totals		1,111,779.20	42,858.79	1,068,920.41	
39	01/01/2044	555,889.60	12,353.32	543,536.28	549,678.27
40	07/01/2044	555,889.60	6,211.33	549,678.27	0.00
2044 Totals		1,111,779.20	18,564.65	1,093,214.55	

	Date	Payment	Interest	Principal	Balance
Grand Totals		22,235,584.00	4,224,674.78	18,010,909.22	

Last interest amount decreased by 0.03 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.260%	\$4,224,674.78	\$18,010,909.22	\$22,235,584.00

EXHIBIT D -National Beef Rate Structure

WASTEWATER RATES:

Sewer User Fees per Resolution No. 2024-05

National Beef, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,549.53 per million gallons
BOD5 > 2,889,866 lbs. per month	\$0.0399 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0399 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0399 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0399 per pound above parameter

Total pounds per month is calculated by the following formula:

$$\text{Lbs} = \text{mg/l} \times \text{Flow (MGD)} \times 8.34 \text{ (lbs/gal)}$$

Fees for all sanitary customers will be adjusted each year based upon the *5-year average* of the Consumer Price Index for Urban Consumers (CPI-U) for Water, Wastewater and Sanitation.

WATER RATE:

Water User Fees for National Beef

National Beef, which is an industrial customer, has negotiated the following rate for water that is a two-tiered rate system.

Tier 1: Base Rate:

The Base Usage Rate of \$1.08 per 1000-gallon fee is established to reflect the ownership of water rights by National Beef. This rate applies to water usage up to 3102.73 acre-feet.

Tier 2: Overage Rate:

For water used over the 3102.73 acre-feet of National Beef's water right, National Beef shall be charged \$2.74 per 1000-gallon fees as of the end of 2024.

The overage rate and the following other rates below, apply to all water users within the City as set forth by Resolution 2024-04.

Monthly Base Fee \$ 10.23

Kansas Water Protection fee - Per thousand gallons water \$.032

National Beef Water Right Acquisition

In addition, if National Beef were to acquire additional water rights above 3102.73 acre-feet that could be applied to the existing right or the City’s associated water rights the City would apply the Base Rate to the quantity of the right purchased. Shown below is a chart of National Beef’s water usage and the percentage of water used in relation to the water produced by the city for the past nine years.

	City Water Produced	National Beef Water Billed	NB Water Right Water in Gallons	Overage Water in Gallons	Percentage of NB Water Used to City Water Produced
2024	2,872,001,000	1,278,897,200	1,011,027,497	267,869,703	44.53%
2023	2,666,220,000	1,170,359,100	1,011,027,497	159,331,603	43.90%
2022	2,820,025,000	1,188,573,700	1,011,027,497	177,546,203	42.15%
2021	2,668,997,000	1,209,210,000	1,011,027,497	198,182,503	45.31%
2020	2,535,034,000	1,156,008,000	1,011,027,497	144,980,503	45.60%
2019	2,372,787,000	1,156,158,000	1,011,027,497	145,130,503	48.73%
2018	2,436,818,000	1,158,765,000	1,011,027,497	147,737,503	47.55%
2017	2,244,670,000	1,087,665,000	1,011,027,497	76,637,503	48.46%
2016	2,296,168,000	1,065,130,000	1,011,027,497	54,102,503	46.39%

These fees will also be subject annually to any rate increases determined by the 5-year average of the Consumer Price Index for Urban Consumers (CPI-U) for Water, Wastewater, and Sanitation and any other language as set forth per the agreement.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: May 5, 2025
Subject: Approval of Bid for Infrastructure Improvements for 15th Ave. Development, PL 2304
Agenda Item: New Business

Purpose: The installation of infrastructure in the 15th Ave. Development will open approximately 24 lots for development.

Recommendation: Approve the low bid from Building Solutions, LLC for the installation of the necessary infrastructure for the 15th Ave. Development in the amount of \$1,092,417.50.

Background: The City has been working with the Developer of the 15th Ave. Development to prepare the infrastructure plans for water, sewer, and street to service this new development. This project is part of the RHID Program. The Developer requested the City bid the project. Bids were opened on April 29, 2025. Three bids were received; however, one bid did not use the proper proposal form that was included in Addendum #2 and was rejected during tabulation. The second bid was from Smoky Hill, LLC in the amount of \$1,257,119.83.

Building Solutions, LLC has indicated a start date of August 4, 2025 for this project.

The City's Engineer's Estimate for the project was \$1,450,003.50. The Building Solutions, LLC's bid is \$357,586.00 or 24.66% below the Engineer's Estimate. There are 24 Lots in the 15th Ave. Development. The cost per lot for infrastructure will be \$45,517.40. It is estimated that the RHID will generate approximately \$2 million. The remaining RHID funds could be used for other infrastructure improvements in the area.

City Commission Options:

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

Financial Considerations:

Amount \$: 1,092,417.50

Fund:

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: The City will be entering into a contract with Building Solutions, LLC and will be bound by the provisions of this contract.

Mission/Values: Approving the bid for infrastructure installation of the 15th Ave. Development aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Bid Tab and Site Plan of the 15th Ave. Development

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, Dir. Of Engineering Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: May 5, 2025

Subject: Approve Consulting Service Agreement with Olsson for the US 56 & Trail St. CCLIP Overlay Project, ST 2409

Agenda Item: New Business

Purpose: Prepare plans and necessary documents to meet KDOT standards for the City Connecting Link Improvement Program (CCLIP) project and provide construction engineering services.

Recommendation: Approve Consulting Service Agreement with Olsson in the amount of \$103,140.00 for the design, bidding, and construction engineering of the US 56 & Trail St. CCLIP Project.

Background: In March of 2024, the City submitted a CCLIP application under the surface preservation category for the US 56 and Trail St. intersection for a 3" overlay of the project area. The project area will include the entire concrete area of the intersection and north to the south edge of the railroad bridge. This project is intended to improve and extend the life of the driving surface. This is only an interim step until reconstruction of the corridor takes place. The City has and will continue to apply for Federal grants to help with the reconstruction and expansion of this corridor. The City has also had discussions with KDOT about adding the reconstruction and expansion of this corridor to the next round of KDOT projects.

This CCLIP project is part of KDOT's 2026 Fiscal Year, which runs from July 1st, 2025, to June 30, 2026. The work needs to be completed during this time frame. The estimated cost of the overlay project is \$755,000. KDOT's share is 85% of the construction and CE services or a maximum of \$400,000. CE costs, \$50,315, are included in the design services from Olsson. It is anticipated that KDOT's share of construction will be \$400,000 and the City's share will be \$355,000.

City Commission Options:

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

Financial Considerations:

Amount \$: \$103,140.00

Fund:

Budgeted Expense Grant Bonds Other - Street Sales Tax

Legal Considerations: The City will be entering into a contract with Olsson and will be bound by the provisions of this agreement.

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

Attachments: Scope of Services and Fee Estimate from Olsson

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

SCOPE OF SERVICES:
US 56 AND US 56 & TRAIL STREET INTERSECTION
KDOT CCLIP (SP) RESURFACING
Dodge City, Kansas

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

This project includes preparation of design documents and project specifications for the design of a resurfacing and pavement repair for the intersection of US 56 and Trial Street, in Dodge City, Kansas. In addition, design plans for phased traffic control and construction phasing plans are included.

The Consultant shall furnish and perform the various professional duties and services required for the design of the Project. Our services will be based on the policy and procedure's manual utilized by KDOT.

GENERAL DESIGN REQUIREMENTS

All plan development stages shall be completed no later than the current project schedule's due dates, exclusive of delays beyond the consultant's control.

The Consultant shall design the Project in conformity with the state design criteria appropriate for the project in accordance with the KDOT and City's design criteria, A Policy on Geometric Design of Highways and Streets (AASHTO Green Book) 2018, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans.

SCOPE OF SERVICES

Task I. Survey

1.01 Topographic Survey

- A. No survey work will be performed with this project. The plans will be derived from the survey completed by Olsson with the previous design project in this area. Any areas beyond that survey will be shown via aerial imagery.

Task II. Preliminary Design

- 2.01 Data Collection** – The Consultant will provide the following services.

- A. Attend Pre-Design Meeting / walk through with city staff to identify the areas of pavement that need patching as well as the ultimate project limits.
- B. Compile photos of the area.
- C. Develop schedule.

2.02 Develop preliminary plans:

- A. Cover sheet
- B. Typical Sections
- C. Alignment layout sheet
 - 1. Includes horizontal and vertical control information.
 - 2. Alignment tables
- D. Survey reference sheet.
- E. Plan and Profile Sheets
 - 1. Plan Scale 1" = 20'
- F. Preliminary pavement marking.
- G. Preliminary Phasing and traffic control
- H. Present solutions for the erosion that is occurring on the steep foreslopes off both ends of the bridge.

2.03 Submit preliminary plans to City and KDOT for review. Meet with the City at the time of delivery to discuss the project and point out any concerns that may have resulted from data collection, design, etc.

2.04 Preliminary cost estimate shall be furnished based on standardized itemized units of work and the experience and qualifications of Olsson's judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.

2.05 Field Check meeting

Task III. Final Design

- 3.01** Prepare detailed plans and specifications.
 - A. Typical Sections.

- B. Plan sheets
 - C. Compile necessary standard details.
 - D. Pavement Marking
 - E. Traffic control plan and construction phasing including detailed traffic control layout sheets.
 - F. Develop final quantity tables.
- 3.02** Provide a detailed opinion of probable cost (including appropriate contingency).
 - 3.03** Provide Office Check plans to the City & KDOT.
 - 3.04** Upon receipt of City comments on Office Check submittal, make necessary modifications and resubmit.
 - 3.05** Develop project special provisions for contract documents. Olsson will prepare special provisions to the specs as needed. It is assumed that Dodge City will provide the front-end documents, and Olsson will compile the contract documents. Olsson will provide the bid form.
 - 3.06** Coordination with City and KDOT
 - 3.07** Submitting required documentation to KDOT for reimbursement to the City including documentation pre and post construction.

Task IV. Bidding

- 4.01** Provide plans and specs to bidders via an online plan room.
- 4.02** Prepare written addenda to the bidding documents as required and/or requested.
- 4.03** Attend and prepare for the pre bid conference and prepare minutes.
- 4.04** Answer Contractor questions during the bid period.
- 4.05** Prepare bid tabs in MS Excel.
- 4.06** Assist City in analyzing bids and making recommendation for award of the construction contract in the form of a formal letter stating the steps taken to come to the conclusion.
- 4.07** Prepare Contract Documents and print construction sets for Contractor and City.

Task V. Construction Administration Services and Testing

Olsson shall provide a construction observation representative and project manager. The tasks shall consist of the following items:

- Pre-construction reviews of plans, quantities, and specifications
- Coordination of field issues during construction
- Full-time construction observation and documentation
- Full-time construction administration and coordination with the City of Dodge City
- Post-construction activities to determine that project is completed and accepted by all parties.

Olsson shall provide the following services (Scope of Services) to the Client for the Project by the construction observer and project manager:

- 5.01** Conduct a site visit to examine roadway conditions and develop a pavement patching repair plan.
- 5.02** Attend Pre-construction meeting.
- 5.03** Assist in the review of the contractor's traffic control plan.
- 5.04** Be on-site in a full-time capacity when the Contractor is performing pavement repair, pavement resurfacing and all incidental work associated with the paving operations.
- 5.05** When on-site compile a daily diary documenting weather conditions, Contractor(s) construction activity, Contractor's personnel, and equipment used.
- 5.06** Provide Quality Assurance material testing.
- 5.07** Maintain documentation of contract pay items, as incorporated into the project.
- 5.08** Advise Owner and Contractor, or its superintendent, immediately of the commencement of any work requiring a shop drawing submission, if the submission has not been accepted by the design professional or Owner.
- 5.09** Keep and maintain project files of the Contractor's certifications of materials incorporated into the project.

- 5.10 Determine whether the Contractor is generally adhering to the specifications and plan documents, and schedule ongoing observations.
- 5.11 Report to Owner, giving opinions and suggestions based on observations regarding defects or deficiencies in Contractor's work and relating to compliance with plans, specifications, and design concepts.
- 5.12 Assist Owner in the preparation and review of pay applications and change orders.
- 5.13 Verify pay items with Contractor, review monthly pay applications and recommend and present pay applications to Owner.
- 5.14 Provide transportation, equipment, tools, and incidentals, as necessary, to perform construction site monitoring services.
- 5.15 Attend one (1) walk-through upon substantial project completion. Compile notes and distribute the final punch list to the prime Contractor and Owner.
- 5.16 Complete and submit to the Owner the final paperwork required by contract documents.
- 5.17 Handle the LPA reporting and required documentation to be submitted to KDOT for the City.
- 5.18 Review the final pay estimate and the final change order with the Owner.

Compensation

Task I – Survey (previously completed)	\$0.00
Task II – Preliminary Design	\$23,013.00
Task III – Final Design	\$24,048.00
Task IV – Bidding	\$4,764.00
Task V Const. Admin. & Testing & Expenses	\$50,315.00
Expenses (Non Construction)	<u>\$1000.00</u>
TOTAL	\$103,140.00

Assumptions

1. Retaining walls will not be required.
2. Pavement design will mimic what is being done with the KDTO project to the north.

City Responsibilities

1. The City shall provide record drawings of the existing roadway, if available.
2. The City shall arrange the pre-bid and pre-construction meetings.

Exclusions

1. The consultant has not included services for a Traffic Impact Study, Level of Service Analysis, or traffic count data.
2. Landscaping design services will not be included with this project for proposed landscaping.
3. Survey services. It is understood that the city surveyor can help pick up areas that need patching.
4. The original provided cost estimate for construction observation assumed 36 working days based on guidance provided in the RFQ. Once the final design and rehabilitation plan have been determined we will discuss adjustment on the construction effort with the city.
5. No SWPPP documentation will be performed. This is the contractor's responsibility.
6. No services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period (if any). Such services can be contracted later if requested by the Owner.
7. Utility relocation coordination will be the responsibility of others.
8. No time has been included in this fee estimate for surveying associated with utility relocations, setting project control for the contractor prior to construction, staking of temporary easements, or construction staking.
9. No time has been included for Olsson to produce and provide as-built drawings.

Quality Assurance Plan (QA)

The Olsson Quality Program has basic policies for providing good project quality management. They are as follows:

- Olsson will be responsible for performing quality reviews. We do not expect the client to perform quality reviews in lieu of our efforts.
- The project manager selects staff members for the project team who are well qualified to perform the project tasks.
- Task staff will self-check and peer-check their performance as each task progresses towards completion.
- Task supervisors review and perform appropriate checks of the results provided by task staff.
- Task supervisors review and perform appropriate cross- checks of the results of other task supervisors' tasks.
- Project managers arrange for and manage outside-the-project senior review of project documents and deliverables and take responsibility on behalf of Olsson for providing high-quality deliverables.
- Quality reviews by the project team will be conducted (at a minimum) at the 30, 60, 90 and 100 percent of project completion stages. Reviews external to the project team are required (at a minimum) at the 60 percent project stage and at completion.
- The project manager is responsible for ensuring that the planned quality reviews have been properly undertaken and documented on the project.
- The team leader is responsible for ensuring that the appropriate quality reviews are planned and undertaken on all of the projects within the team.
- Adherence to Olsson and team quality procedures is a part of every employee's evaluation criterion.

Quality Control Plan (QC)

- QC checklists are to be utilized throughout the design process by the designers for a given design task or plan sheet that is being worked on. Once the checklists are complete the designated checker reviews the lists and makes sure each item was incorporated into the plans. If an error or omission is discovered the reviewer notifies the designer about the issue and the item is corrected.
- Each milestone submittal will utilize the checklists and will document who the designer was, who checked the work, and the dates these were performed.
- The project manager is responsible for making sure this process is seen through.

Peer Reviews

Olsson has elected to use peer reviews to provide the necessary quality control for project design documents. A peer review has several distinguishing characteristics:

- Is always conducted by persons who are independent of the review subject. The reviewers should be sufficiently removed from the subject so they will not be biased by what has taken place to date on the project.
- Has a specified purpose, scope, format, and duration. Such characteristics help to distinguish a peer review from other reviews that may be performed on a less systematic basis.
- Is not an indication that the original design professional is incompetent or suspect in any way. Such a high-level review is merely a recognition that all design professionals and entire design organizations have had less than complete experience, and an independent team of peers can offer a new range of experiences and opinions.
- Must be documented, and this documentation must then become a part of the permanent record of the project.
- Will include the review of drawings and specifications by a second Professional Engineer/Landscape Architect/etc. in the case when a design requires the stamp or seal of that professional.

MAN-HOUR ESTIMATE - US 56 and Trail St Overlay - Dodge City KS

4/11/2025

		Billing Rate	\$249	\$126	\$94			
Task No.	Description of Work Items / Tasks	Project Manager	Senior Tech	Admin Coord	Total Man-hours	Total Fee	Total Per Phase	
2.0	Preliminary Design (60%)							
2.01	Data Collection							
A	Attend pre-design meeting walk through with Olsson and City staff	16			16	\$3,984.00		
B	Complie Photos	1	1		2	\$375.00		
C	Develop detailed design schedule	2			2	\$498.00		
2.02	Prepare Field Check Plans				0			
A	Cover sheet.	1	2		3	\$501.00		
B	Typical sections.	2	4		6	\$1,002.00		
C	General Layout / alignment sheets	1	3		4	\$627.00		
D	Pavement section (KDOT to provide)				0			
E	Preliminary survey reference sheet and alignment layout	1	1		2	\$375.00		
F	Plan sheets	1	8		9	\$1,257.00		
G	Prelimianry pavement marking	4	15		19	\$2,886.00		
H	Preliminary traffic control	16	25		41	\$7,134.00		
I	Quality Assurance Review.	1			1	\$249.00		
J	Erosion solution for foreslopes off the end of the bridge	4	4		8	\$1,500.00		
K	Field Check Plans shall evaluate and include consideration of the following:				0			
2.03	Submit field check plans and opinion of probable construction cost to the City and KDOT	1	7		8	\$1,131.00		
2.04	Cost estimate	2			2	\$498.00		
2.05	Office Field Check meeting to be performed with representatives of the Consulting Engineer and the City to review the Field Check plans	4			4	\$996.00		
2.0	SUBTOTAL	57	70	0	127		\$23,013.00	
3.0	Final Design (90%- Final)							
3.01	Prepare detailed plans and specifications							
A	Cover sheet.	0.5	1		2	\$250.50		
B	Typical sections.	0.5	1		2	\$250.50		
C	Plan sheets	0.5	8		9	\$1,132.50		
D	Standard and Special Construction Detail Sheets.	0.5	2		3	\$376.50		
E	Pavement marking	2	12		14	\$2,010.00		
F	Traffic Control	16	28		44	\$7,512.00		
G	Summary of Quantities and Recapitulation of Quantities sheets	2	8		10	\$1,506.00		

MAN-HOUR ESTIMATE - US 56 and Trail St Overlay - Dodge City KS

4/11/2025

		Billing Rate	\$249	\$126	\$94			
Task No.	Description of Work Items / Tasks	Project Manager	Senior Tech	Admin Coord	Total Man-hours	Total Fee	Total Per Phase	
H	Prepare Specifications	2			2	\$498.00		
I	Quality Assurance Review.	4			4	\$996.00		
					0			
3.02	Cost Estimate	4			4	\$996.00		
3.03	Submit Office Check Plans to City for review				0			
A	Print & submit plans	1	2		3	\$501.00		
B	Prepare necessary special provisions to augment CITY standard specifications	2			2	\$498.00		
D	Provide plan modifications based on review comments received from City and KDOT.	2	4		6	\$1,002.00		
3.04	Address OC comments and Submit Final Plans to City and KDOT	1	2		3	\$501.00		
3.05	Submit P.S & E to City in reproducible form.	1	4		5	\$753.00		
A	Plan printing and production.	1	2		3	\$501.00		
3.06	Coordination with City and KDOT	12			12	\$2,988.00		
3.07	Submitting required documentation to KDOT for reimbursement to the City including documentation pre and post construction.	6		3	9	\$1,776.00		
3.0	SUBTOTAL	58	74	3	135			\$24,048.00
4.0	Bidding Phase							
4.01	Answer Contractor questions during the bid period and issue any necessary addenda.	3			3	\$747.00		
4.02	Attend Bid opening, review bids and prepare bid tabulation.	3			3	\$747.00		
4.03	Assist City in analyzing bids and making recommendation for award of the construction contract.	2			2	\$498.00		
4.04	Prepare Contract Documents and print construction sets for Contractor and City.	2			2	\$498.00		
4.05	Attend and prepare minutes for a pre-bid conference.	4			4	\$996.00		
4.06	Prepare written addenda to the bidding documents as required and or requested	2			2	\$498.00		
4.07	Attend a pre-construction conference with representatives of the City, the successful bidder and utilities.	2		3	5	\$780.00		
4.0	SUBTOTAL	18	0	3	21			\$4,764.00
					283			
	Total Man-hours	133	144	6	283			
	Total	\$33,117	\$18,144	\$564	\$51,825.00	\$51,825.00		

US56 & US56 Trail Street Intersection

Dodge City, Kansas

Estimate of Fee & Hourly Rate Calculation

Construction Management/Construction Inspection Services



	Employee Type	Hourly Rate	Estimated Hours	Extension
Pre-Construction Phase				
Pre-Construction Review of Plans, Quantities & Specs	Lead Construction Rep	\$ 120.00	4	\$ 480.00
	Project Manager	\$ 215.00	1	\$ 215.00
Pre-Construction Meeting & Meeting Prep	Lead Construction Rep	\$ 120.00	3	\$ 360.00
	Project Manager	\$ 215.00	3	\$ 645.00
Project Documentation Set-up (Field Documentation, Software, Project Files)	Lead Construction Rep	\$ 120.00	4	\$ 480.00
	Project Manager	\$ 215.00	1	\$ 215.00
Phase Totals			16	\$ 2,395.00
Construction Phases				
(09/1/2025 to 09/30/2025) (30 Calendar Days & Assume 21 Working Days)				
Inspection & Documentation, Coordination, RFI, Pay Apps, Change Orders, etc.	Lead Construction Rep	\$ 120.00	190	\$ 22,800.00
Material Testing		\$ 120.00	24	\$ 2,880.00
Clerical Admin	Project Admin	\$ 85.00	10	\$ 850.00
Project Management & Support During Construction	Project Manager	\$ 215.00	16	\$ 3,440.00
Phase Totals			240	\$ 29,970.00
Post-Construction Phase				
Final Paperwork, Change Order, Pay Estimate Punch List	Lead Construction Rep	\$ 120.00	16	\$ 1,920.00
	Project Manager	\$ 215.00	32	\$ 6,880.00
Phase Totals			48	\$ 8,800.00
TOTAL DIRECT LABOR			304	\$ 41,165.00
Expenses				
GPS/GIS Data Collection System (per day)		\$ 45.00	22	\$ 990.00
Trip Charge (per site visit)		\$ 150.00	28	\$ 4,200.00
Per Diem		\$ 180.00	22	\$ 3,960.00
TOTAL EXPENSES & CONSULTANTS				\$ 9,150.00
ESTIMATED NOT TO EXCEED LABOR, EXPENSES & SUBCONSULTANT				\$ 50,315.00



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: May 5, 2025

Subject: Amendment #1 to Taks Order #4 - Design Services for the Managed Aquifer Recharge (MAR) Project, SS 2202

Agenda Item: New Business

Purpose: Amendment #1 is to analyze additional flow to the MAR Project from another Industrial Wastewater generator in the area.

Recommendation: Approve Amendment #1 to Task Order 4 in the amount of \$43,321.00 to analyze additional Industrial Wastewater flow from another industrial generator in the area as outlined in the Scope of Services.

Background: With a possible new source of wastewater to the MAR project, some additional data collection and analysis will be required of the additional new wastewater source. This is required to determine if additional treatment processes will be needed. A conceptual evaluation of an increase of the MAR facility to 8MGD will also need to be completed.

An updating of the groundwater model will also be required. Much of work will be necessary to work with KDHE and KWO to determine the guidelines and water return quantities for the MAR project.

City Commission Options:

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

Financial Considerations:

Amount \$: 43,321.00

Fund: BoR Grant, Kansas Infrastructure Hub and the Water and/or Wastewater Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be amending the contract with Burns & McDonnell Engineering Company, Inc. and will be bound by the provisions of this amendment.

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

Attachments: Amendment #1 to Task Order #4 and additional Scope of Services

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



AMENDMENT TO TASK ORDER

AMENDMENT No. 1

Date: April 30, 2025

THIS AMENDMENT modifies Task Order No. 4 dated 1/13/2025 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called ENGINEER), and **City of Dodge City** (hereinafter called OWNER) for the following Project: Advanced Wastewater Treatment Facility and Reuse. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER’s Scope of Services is amended as follows:

See the attached Exhibit A

2. The following adjustments are made to the ENGINEER’s compensation:

Existing Task Order No. 4 will be increased by forty-three thousand three hundred twenty-one dollars (\$43,321).

3. The time for completion of ENGINEER’s Services is adjusted as follows:

Overall project schedule is not impacted

4. Other changes to the Agreement, if any, are stated below:

None

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

OWNER:

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

City of Dodge City, Kansas Advanced Wastewater Treatment Facility and Reuse Amendment 1 to Task Order 4 – Addition of an Industrial User’s Wastewater

Scope of Services

The Scope of Services outlined in this document is intended to describe the Burns & McDonnell’s (ENGINEER) work necessary to consider inclusion of additional flows to the new Reuse WWTP and MAR project. The work will allow for conceptual evaluation of an ~8 MGD Reuse WWTP incorporating an additional private entity’s (hereafter referred to the Industrial User) wastewater. This work will continue into May 2025, at which point the Industrial User is proposed to have made a decision on the future disposition of the wastewater it generates. In general, the scope of services includes the following:

Project Management & Administration

- Project management activities – internal/external kickoff meetings with the City and the Industrial User, as well as one additional coordination meetings

Conceptual Design of Reuse WWTP

- Analyze the Industrial User’s historic flows and loadings. In addition to any new data provided by the Industrial User, this assumes the Industrial User’s wastewater is essentially the same as what is generated from their current lagoon.
- Conduct biological treatment analysis and desktop modeling of the Reuse WWTP with the Industrial User’s wastewater. Base treatment alternative assumes influent pumping, screening, biological phosphorus and nitrogen reduction membrane bioreactor (MBR), and UV disinfection.
- Evaluate impacts for biosolids management with the increased flows and loadings for the inclusion of the Industrial User’s wastewater, assuming that biosolids will be returned to on-site ponds.
- Develop layout of baseline biological treatment alternative.
- Develop conceptual cost projection for addition of the Industrial User’s wastewater.

Groundwater Modelling Updates

- Review of the Industrial User’s water rights regarding DWR consumptive use.
- Update groundwater model with the Industrial User’s flows