



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, September 15, 2025

7:00 p.m.

MEETING # 5319

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, September 2, 2025.
2. Appropriation, Ordinance No. 18, 2025.
3. Approval of Change Order #1 for Johnson Avenue Drainage Repairs.
4. Approval of Purchase and Payment for Right-of-Way and Temporary Construction Easement for Trail Street Reconstruction. (1809 E. Trail St).
5. Approval of Purchase and Payment for Right-of-Way and Temporary Construction Easement for Trail Street Reconstruction. (Loves Dr.)

ORDINANCES & RESOLUTIONS

Ordinance No. 3838: An Ordinance Amending the City Code for the City of Dodge City, Creating A New Article in Chapter Three Titled "Article 9, Common Consumption Areas". Report by City Attorney, Paige Gilmore.

Resolution No. 2025-30: A Resolution Authorizing the Establishment of a Common Consumption Area Allowing the Consumption of Alcoholic Liquor on Property not Otherwise Subject to a License Issued Pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act. Report by City Attorney, Paige Gilmore.

Resolution No. 2025-33: A Resolution in Support of an Application for Funding Through the Kansas Housing Investor Tax Credit Program Offered Through the Kansas Housing Resources Corporation. Report by Mollea Lightner, Assistant Director of Economic Development.

Resolution No. 2025-34: A Resolution in Support of an Application for Funding Through the Kansas Housing Investor Tax Credit Program Offered Through the Kansas Housing Resources Corporation. Report by Mollea Lightner, Assistant Director of Economic Development.

Resolution No. 2025-35: A Resolution in Support of an Application for Funding Through the Kansas Housing Investor Tax Credit Program Offered Through the Kansas Housing Resources Corporation. Report by Mollea Lightner, Assistant Director of Economic Development.

Resolution No. 2025-36: A Resolution Allowing the Temporary Sales and Consumption of Alcohol Beverages for a Special Event in Wright Park. Report by Daniel Cecil, Parks and Recreation Director.

Resolution No. 2025-37: A Resolution in Support of an Application for Funding Through the Kansas Housing Investor Tax Credit Program Offered Through the Kansas Housing Resources Corporation. Report by Mollea Lightner, Assistant Director of Economic Development.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of Purchase of Power 10 Deskside System (I Series) for the Dodge City Police Department. Report by Ryan Reid, Director of Administration.
2. Approve the Proposal for Outsourcing of Printing Utility Bills and Reminders. Report by Nicole May, Finance Director.
3. Approve the Quote for a Spare Feed Compressor for Warrior Biogas Project. Report by Tanner Rutschman, PE, City Engineer.
6. Approve the Quote for New Analyzer Equipment & Technical Assistance Quotes. Report by Tanner Rutschman, PE, City Engineer.
7. Approval of Quote for Purchase of Bubbler Panels for a Bubbler System for the Wet Wells on the Expansion of the South Wastewater Treatment Plant. Report by Director of Engineering, Ray Slattery.
8. Approve KDOT's (Kansas Department of Transportation) Contract for Traffic Signal Coordination and Freight Prioritization. Report by Director of Engineering, Ray Slattery.
9. Approval to Execute the Purchase Option for 2401 E Trail Street for the Reconstruction of Trial Street from Love's Drive to Kansas Feed's Drive and Approve the MOU. Report by Ray Slattery, Director of Engineering.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Tuesday, September 2, 2025

7:00 p.m.

MEETING # 5318

CALL TO ORDER

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

INVOCATION BY

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Jeff Reinert opened the public hearing on the proposal on a Common Consumption Area in Downtown Dodge City. City Attorney, Paige Gilmore gave a brief overview of what a common consumption area pertains to. Amending the city code with an ordinance which would create the rules and procedures of the common consumption area. The second part is a resolution stating the city would be acting as the applicant and holder of the common consumption area permit. There were public comments from citizens and various businesses that commented on the common consumption area. Mayor Reinert closed the public hearing.

Mayor Reinert opened the public hearing on the approval to Exceed the Revenue Neutral Rate. City Manager Nick Hernandez gave a presentation on the Property Tax History and the proposed Mill Levy. There was a citizen that commented. Mayor Reinert closed the public hearing.

APPROVAL OF AGENDA

Commissioner Michael Burns made a motion to approve the agenda as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

Mayor Jeff Reinert read the Welcoming Week 2025 Proclamation and declared the week of September 12th through September 21st, 2025 as Welcoming Week in Dodge City and invited all residents to join the movement of communities worldwide by renewing our commitment to acting in the spirit of welcoming and unity.

Brenda Carmona, Chair of Cultural Relations Advisory Board invited all to the International Festival from 2:00 pm to 6:00 pm in Wright Park on Sunday September 7, 2025.

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

CONSENT CALENDAR

1. Approval of City Commission Study Session Minutes, August 18, 2025.
2. Approval of City Commission Meeting Minutes, August 18, 2025.
3. Appropriation, Ordinance No. 17, 2025.
4. Approve the Purchase Prices for the Temporary Construction Easements for the South Dodge Trail Extension.

Commissioner Daniel Pouge moved to accept the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3838: An Ordinance amending the City Code for the City of Dodge City, creating A new article in chapter three titled “Article 9. Common Consumption Areas” was tabled until the next meeting on a motion by Commissioner Jeff Reinert. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-30: A Resolution authorizing the establishment of a Common Consumption Area allowing the consumption of alcoholic liquor on property not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act. was tabled until the next meeting on motion by Commissioner Chuck Taylor. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-31: A Resolution designating the commitment of city funds in the amount of \$283,000 for the extension of the Gunsmoke Trail along Comanche Street from

First Avenue to Elbow Bend was approved on a motion by Commissioner Michael Burns. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

Resolution No. 2025-32: A Resolution allowing the levied property tax rate to exceed the Revenue Neutral Rate was approved on a motion by Commissioner Rick Sowers. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESSES

NEW BUSINESS

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: September 15, 2025
Subject: Change Order #1, Johnson Ave. Drainage Repairs, SD 2500
Agenda Item: Consent Calendar

Purpose: The purpose of this change order is to finalize the project, making minor adjustments to plan quantities.

Recommendation: Approve Change Order #1 for Johnson Ave. Drainage Repairs in the amount of \$477.50.

Background: Earlier this summer Johnson Ave. experienced a temperature pavement heave. Unfortunately, this heave occurred at the transverse drainage inlet. This pavement heave. Broke the two long sides of the transverse drainage inlet. Quotes were received to remove the upper 1/3 of the inlet walls and a small section of the RCB that the inlet drained to.

The adjustment of quantities represents actual field placed quantities.

DEMO OF EXISTING STRUCTURE – An additional 0.25 CY of the existing RCB was damaged by the pavement heave and needed to be repaired.

REINFORCED CONCRETE (AE) – an additional 0.25 CY was constructed on the RCB to make a full repair.

EROISION & SEDIMENT CONTROL – This item was deleted from the project.

City Commission Options:

1. Approve Change Order
2. Deny Change Order
3. Table for further discussion

Financial Considerations:

Amount \$: 477.50

Funds: Drainage

Budgeted Expense Grant Bonds Other – Emergency Repairs

Legal Considerations: By approving this change order from Building Solutions, LLC the contract dollar amount will be amended.

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

Attachments: Change Order #1

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: September 15, 2025

Subject: Approve Purchase and Payment for Right-of-Way and Temporary Construction Easement for Trail St. Reconstruction, ST 2010

Agenda Item: Consent Calendar

Purpose: The purpose of this is to approve the payment of the purchase of the right-of-way (R/W) and temporary construction easement (TCE) required for the reconstruction of Trail St. from Love’s Dr. to Kansas Feed’s Dr.

Recommendation: Approve the purchase price for the R/W and TEC for the reconstruction of Trail St. from Love’s Dr. to Kansas Feed’s Dr.

Background: The City needs to acquire R/W, and several TCEs for the reconstruction of Trail St. from Love’s Dr. to Kansas Feed’s Dr. The City’s agent for the acquisition has been working on acquiring the R/W and TCEs. Offers are being negotiated for the R/W and TCEs. The compensation was determined to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition.

City Commission Options:

- 1. Approve Offer
- 2. Reject Offer
- 3. Table for further discussion

Financial Considerations: The negotiated cost of right-of-way and temporary construction easement offers follow:

Tract #15 – Wilson	R/W	\$ 1,000.00
	TCE	\$ 500.00
	Sprinkler Repair	\$ 1,700.00
	TOTAL	\$ 3,200.00

Amount \$: 3,200.00

Funds: 44130300 - 442001

Budgeted Expense Grant Bonds Other

Legal Considerations: Proceed with payment for R/W and TEC.

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

Attachments: Contract for the purchase of R/W and TCE.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

PROJECT: TRAIL STREET
MCCAUSTLAND ROAD 1 TO US 56

TRACT NO: 15

COUNTY: FORD

PARCEL ID: 099-31-0-20-02-001.00-0

THE CITY OF DODGE CITY, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY
WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 6 day of August, 2025

Between Michael J. Wilson, and Gina Wilson, a married couple
1809 E. Trail St.
Dodge City, KS 68701

landowner(s), and the City of Dodge City of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Dodge City by Warranty Deed and Temporary Easement to the following described real estate in the County of Ford, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Dodge City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Dodge City and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages, to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Dodge City agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately <u>1,295</u> sq. ft for Right of Way	\$ <u>1,000.00</u>
Approximately <u>824</u> sq. ft. for Temporary Easement	\$ <u>500.00</u>
Miscellaneous: <u>Sprinkler Repairs</u>	\$ <u>1,700.00</u>
Total	\$ <u>3,200.00</u>

The Landowner(s) shall grant the right of ingress or egress onto landowner(s) property to allow the City of Dodge City to attach all intersecting private property fences on the landowner(s) property to the control of access fences.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

APPROVED BY:

LANDOWNERS:

THE CITY OF DODGE CITY

BY: _____


Michael J. Wilson

Gina Wilson

MEMORANDA

Exact and full name of owner, as name appears of record:

Michael J. Wilson and Gina Wilson, a married couple

If mortgage or other liens, show names of holders:

n/a

REMARKS:

TAX ID # See attached

Recommended By:

Danielle Allen, Land Acquisitions

Prepared by:
Olsson

POINT OF BEGINNING
 R.O.W. #15
 NW CORNER
 TRACT NO. 10
 McCAUSTLAND PLACE
 BK. B (PLATS)
 PG. 44 1/2

N01°03'42"E
 6.11'

POINT OF BEGINNING
 T.C.E. #15

N01°03'42"E
 4.08'

EXISTING SOUTHERLY
 RIGHT-OF-WAY LINE
 EAST TRAIL STREET,
 NORTH LINE
 TRACT 10

EAST TRAIL STREET

**PERMANENT
 RIGHT-OF-WAY #15**
 1,295 SQ. FT. ±
 0.03 ACRES. ±

200.00'
 S77°50'37"E

N77°50'37"W
 157.26'

N77°50'37"W
 160.48'

N63°48'26"W
 10.31'

N77°50'37"W
 33.23'

N12°09'23"E
 3.00'

**Temporary
 Construction
 Easement #15**
 824 SQ. FT. ±
 0.02 ACRES. ±

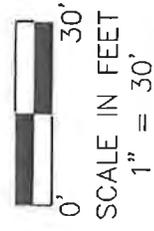
WEST LINE
 TRACT NO. 10,
 EAST LINE
 TRACT NO. 11

N77°50'37"W
 40.11'

S01°03'42"W
 8.66'
 S01°03'42"W
 4.59'

EXISTING WESTERLY
 RIGHT-OF-WAY LINE
 McCAUSTLAND ROAD 1,
 EAST LINE
 TRACT NO. 10

MICHAEL WILSON
 BOOK 183 PAGE 414



LEGEND	
[Symbol]	R.O.W.
[Symbol]	RIGHT OF WAY
[Symbol]	T.C.E.
[Symbol]	TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO: 020-0007
 DRAWN BY: GMJ
 DATE: 2024-02-07

PERMANENT ROW #15 - TEMPORARY CONSTRUCTION EASEMENT #15 - EXHIBIT
 DODGE CITY KS EAST TRAIL STREET RECONSTRUCT
 SEC. 31 - T26S - R24W - DODGE CITY, FORD COUNTY, KANSAS

302 S. Fourth Street
 Suite 110
 Manhattan, KS 66502
 TEL 785.535.6900
 www.olsson.com

olsson

EXHIBIT
 3 of 3



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: September 15, 2025

Subject: Approve Quotes and Payment for Right-of-Way and Temporary Construction Easement for Trail St. Reconstruction, ST 2010

Agenda Item: Consent Calendar

Purpose: The purpose of this is to approve the payment of the purchase of the right-of-way (R/W), temporary construction easement (TCE), and cost to cure required for the reconstruction of Trail St. from Love’s Dr. to Kansas Feed’s Dr.

Recommendation: Approve the purchase price for the R/W and TEC for the reconstruction of Trail St. from Love’s Dr. to Kansas Feed’s Dr.

Background: The City needs to acquire R/W, and several TCEs for the reconstruction of Trail St. from Love’s Dr. to Kansas Feed’s Dr. The City’s agent for the acquisition has been working on acquiring the R/W and TCEs. Offers are being negotiated for the R/W and TCEs. The compensation was determined to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition.

City Commission Options:

1. Approve Offer
2. Reject Offer
3. Table for further discussion

Financial Considerations: The negotiated cost of right-of-way and temporary construction easement offers follow:

Tract #9 – Nor-Am	R/W	\$ 2,385.00
	TCE	\$ 1,543.00
	Sprinkler Repair	\$ 6,308.38
	Landscaping	\$13,891.00
	Sign Relocate	\$ 1,303.71
	TOTAL	\$25,431.09

Amount \$: 25,431.09

Funds: 44130300 - 442001

Budgeted Expense Grant Bonds Other

Legal Considerations: Proceed with payment for R/W, TEC, and cost to cure.

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

Attachments: Quote for Sprinkler Repair, Landscaping, and Sign Relocate

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

Juarez lawn & landscaping LLC

Business Number 6203909787

2106 homewood ave

Dodge city ks, 67801

Landscapingjuarez0@gmail.com



TO

Nor-Am cold storage

2101 E trail st, Dodge city Kansas 67801

620-3901276

DATE

08/17/2025

TOTAL

USD \$13,891.00

ESTIMATE

EST0083

DESCRIPTION	RATE	QTY	AMOUNT
Att: Max Haskell Landscape estimate front Lot	\$4,350.00	1	\$4,350.00
SOD AREA 1,380 sf Soil preparation and install fescue sod			
RIVER ROCKS AREA 2760 sf Prep grade Install weed barrier Install clean 3/4-1 1/2 size river rocks	\$6,966.00	1	\$6,966.00
REPLACE 17 Boxwood shrubs	\$2,575.00	1	\$2,575.00
	TOTAL		USD \$13,891.00

Estimate is valid for 30Days

and Estimate might be more or less after the city is done with the sidewalk work.

Kliesen's Lawn Irrigation

2800 Ave A
Dodge City, KS 67801
620-789-1081

Insured
Licensed Plumber
Backflow Certified

QUOTE PREPARED FOR

Name NORAM

Address Dodge City

Phone

JOB #	_____
CONTRACTOR	_____
DATE COMPLETED	_____

SUBJECT PROPERTY ADDRESS

QUOTE DETAIL

SIDE & FRONT TO THE BUMP OUT

Materials include:

- 2 Valves
- Valve Box
- 16 Sprays
- 11 Rotors
- 440' Poly Pipe

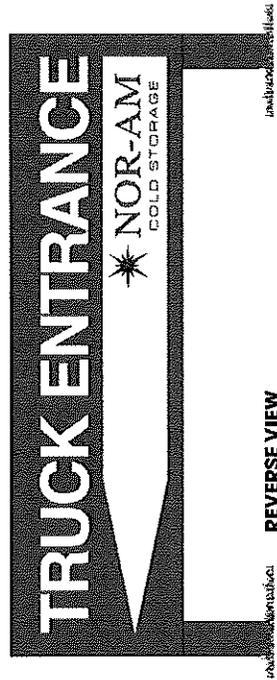
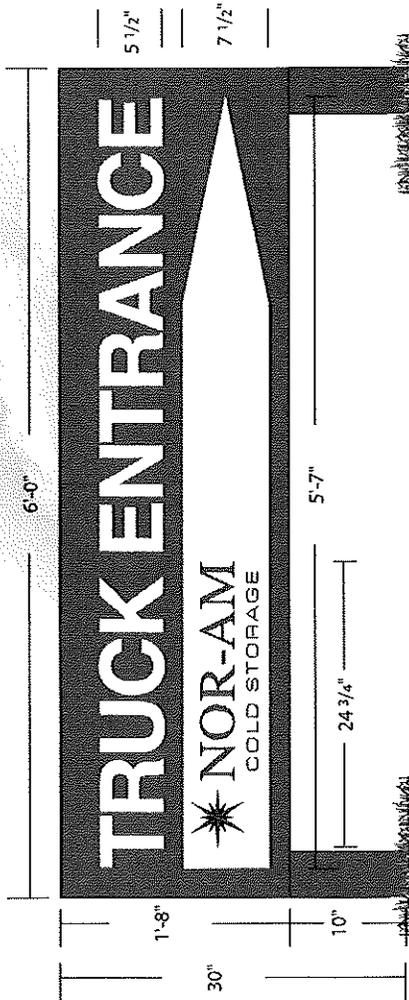
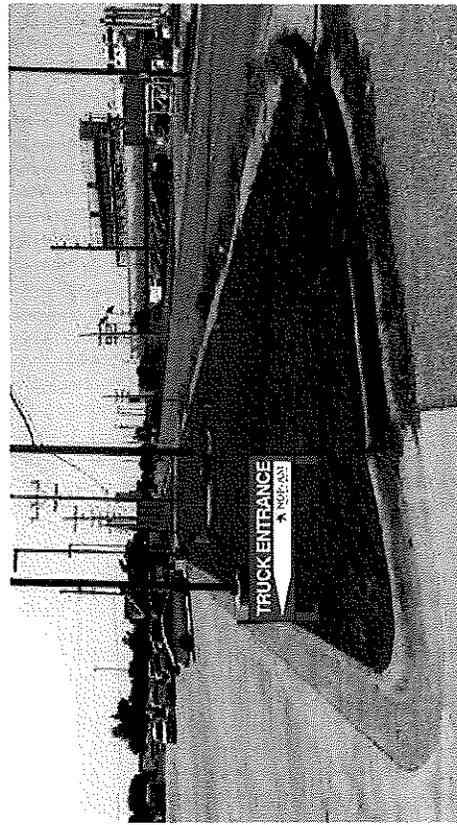
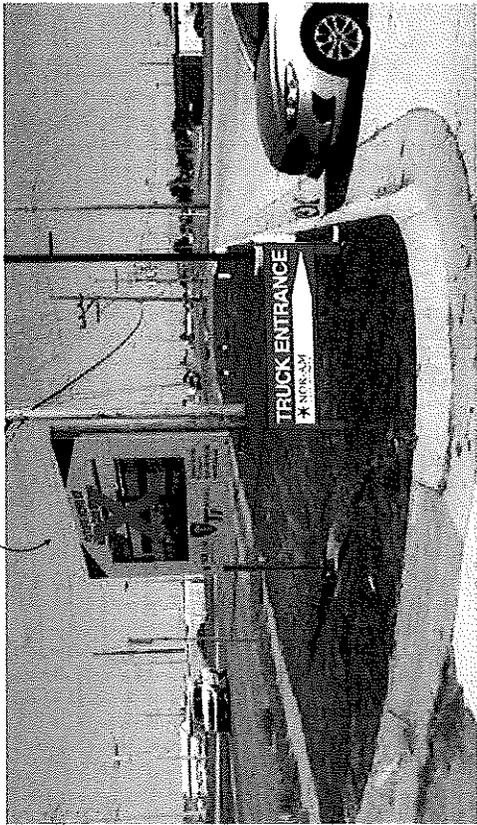
All for a total of \$6308.38..... tax included

Materials are approximate quantities.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

To accept this quotation, sign here and return:

CUSTOMER TO REMOVE TO REMOVE EXISTING SIGN



PMS 801

All noted dimensions are approximate and may be modified slightly during manufacturing to allow proper component usage.

SPECIFICATIONS:

- TRUCK ENTRANCE SIGNS: FURNISH AND INSTALL (2) 20"H X 6"W DOUBLE-FACE, NON-ILLUMINATED ALUMINUM POST & PANEL DIRECTIONAL SIGNS (PMS 801 BLUE ENAMEL FINISH, REFLECTIVE WHITE SCOTCHLITE COPY/ARROW WITH DIGITALLY-PRINTED LOGO), HAND AUGER HOLES & SET THE DIRECT-BURY ALUMINUM POSTS IN SACKCRETE TO GRADE. (30" MAX OAH, PER CITY CODE). **CUSTOMER TO REMOVE THE EXISTING "FUTURE HOME OF" SIGNS.
- FONT: HELVETICA BOLD

CUSTOMER: NOR-AM COLD STORAGE
NAME: JUSTIN BRANDT
LOCATION: DODGE CITY, KS

DATE: 9/17/20
DESIGN NO.: NH-35865
ARTIST: JAH
SCALE: 3/4" = 1'

APPROVED:

DATE:



LUMINOUS NEON
ART & SIGN SYSTEMS

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PROPOSAL

Remit Payment to:
Lumineo Signs
1 Compound Drive
Hutchinson, KS 67502

Job Quote: J29954
Date: March 10, 2025
Customer No.: 12325
Ordered By: Larry Smith

Bill To:
NOR-AM COLD STORAGE
2700 STOCKYARDS EXPRESSWAY
ST. JOSEPH, MO 64501

Job Location:
NOR-AM COLD STORAGE
2101 E. Trail St.
Dodge City, KS 67801

Table with 4 columns: Purchase Order No., Job No., Salesperson, Tax Area. Values: J29954, NHASKELL, DODGE CITY, KS

Lumineo Signs hereby proposes to furnish all the materials and perform all the labor necessary for the completion of items detailed below. Customer is agreed to be as indicated in "Bill To" above.

Table with 2 columns: Description, Total Price. Description: Customer needs a quote for relocating their (2) aluminum post & panel signs... RELOCATE SIGNS PER STREET-WIDENING PROJECT...

Subtotal: 1,196.06
Total Sales Tax: 107.65
Total: 1,303.71

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.2% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED. DESIGN(S) PROVIDED WITH THIS PROPOSAL IS (ARE) THE PROPERTY OF LUMINEO SIGNS RIGHTS ARE TRANSFERRED UPON ACCEPTANCE OF THIS PROPOSAL.

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance. Customer assumes responsibility for any damage to unmarked underground utilities, underground sprinklers, or when additional costs are incurred during excavations where underground obstructions (including rock) are encountered.



Memorandum

To: City Commissioners
From: Paige Gilmore, City Attorney
Date: September 15, 2025
Subject: Ordinance No. 3838
Agenda Item: Ordinances and Resolutions

Purpose: Approval of Ordinance No. 3831 amending the City Code for the City of Dodge City creating a new Article 9 in Chapter 3 of the City Code Relating to Creation of Common Consumption Areas within the City of Dodge City.

Recommendation: Multiple City departments consulted on this ordinance including Development Services, Dodge City Police Department, Administration, Legal, and Public Works. Staff recommends approval of the ordinance.

Background: In July 2017, the Kansas Legislature adopted a statute permitting cities to establish common consumption areas. In July of 2023, the Legislature amended the statute as it exists today, governing the establishment of common consumption areas by cities or counties. Many cities across the state have taken advantage of this statute by establishing common consumption areas. City staff understood interest exists in the community for Dodge City to establish rules by which a common consumption area may be established. This Ordinance, if passed, would establish procedures for setting up a common consumption area, rules and regulations for operating a common consumption area, procedures for how to participate in a common consumption area, and authority for the City and Police to enter inspect and immediately suspend a common consumption permit in the event public safety is at risk.

Summary of Proposed Ordinance 3838:

- This ordinance would allow Common Consumption Areas to be established within the City of Dodge City. A common consumption area is a defined area not otherwise subject to a liquor license where the possession and consumption of alcohol is allowed. The consumption of alcohol in a common consumption area is subject to several rules and regulations, as outlined in the ordinance.
- Section 2 of the ordinance establishes requirements and procedures to apply for a Common Consumption Area Permit. Applications for this permit go through the City and include an application fee of \$100 to the City of Dodge City. Applicants must also receive approval from the Alcohol Beverage Control (ABC) and pay an application fee of \$100 to the ABC. The Dodge City application involves a review by several City departments including Management, Legal, Police, Fire, Development Services, and Public Works. Recommendations and feedback on the application will be collected by the City Manager's designee (which shall be the City Attorney unless determined otherwise). The City Attorney will assist the applicant with any concerns and following review will include recommendations from these departments in a recommendation to the City Commission. Prior to establishing a Common Consumption Area, a Public Hearing will be held, and City Staff will send notices to all property owners within or within 200ft of the proposed common consumption area.
- Section 3 of the ordinance establishes the Commission's authority over approval of a common consumption area and lays out factors which the Commission must consider regarding CCAs. This section also lays out restrictions on who is eligible for a Common Consumption Area Permit.

- Section 4 of the ordinance establishes how licensees may apply to participate in an existing Common Consumption Area through a “Participation Permit.” Application for the Participation Permit involves a \$100 application and permitting fee to the City of Dodge City. In addition, applicants must submit a form to the ABC Requesting to Participate in the Common Consumption Area. Once approved by the City and the ABC, the licensee may allow customers to remove alcohol from their premises into the common consumption area, subject to certain rules, notably:
 - o All alcohol must be served in a distinctively different container than those in which non-alcoholic drinks are served.
 - o No alcohol may be served or consumed in glass containers.
 - o All alcohol served within a common consumption area or removed from a licensed premises into a common consumption area shall be served in a container that displays the licensee’s trade name or logo or other identifying mark that is unique to the licensee.
 - o No alcohol may be possessed or consumed within the CCA that was not sold or provided by a licensee of an approved Participant in the CCA.
- Section 5 of the ordinance gives City officials, including police, the right to enter and inspect premises upon which a common consumption area exists.
- Section 6 of the ordinance allows the Police Chief to suspend operation of a CCA when a threat to public safety exists.
- Section 7 of the ordinance establishes penalties for violation of the article of a fine between \$100 and \$500 dollars.

City Commission Options:

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

Financial Considerations: Revenue generated will depend on the number of applicants to participate in any common consumption area and the number of applicants to establish other CCAs. For information on costs associated with the City being a Permit Holder for a common consumption area, please see Financial Considerations under the memo attached to Resolution 2025-30.

Legal Considerations: Adoption of this Ordinance will amend the City Code.

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:

- Ordinance No. 3838

Approved for the Agenda by:



Paige Gilmore, City Attorney

ORDINANCE NO. 3838

AN ORDINANCE CREATING A NEW ARTICLE IN CHAPTER THREE OF THE CITY CODE OF THE CITY OF DODGE CITY TITLED “ARTICLE 9. COMMON CONSUMPTION AREAS”.

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

SECTION 1: Section 3-901 shall be added to the City Code and shall read as follows:

“Purpose.

It is the purpose of this Chapter to allow, by a Resolution approved by the City Commission, the establishment of one or more common consumption areas within the City, pursuant to the provisions and requirements of K.S.A. 41-2659 and amendments thereto. The City Commission is hereby authorized to designate and approve the location, size, security, and hours of operation of the common consumption areas, as well as to impose any other reasonable conditions for the same.

For purposes of this Chapter, “common consumption area” shall mean the same as defined by K.S.A. 41-2659 and amendments thereto. In addition, “licensee(s)” shall mean an establishment licensed for the sale and/or consumption of alcohol by the Kansas Alcohol Beverage Control (ABC).

This Chapter is intended to conform with state law and the regulations adopted by the Kansas Alcohol Beverage Control (ABC) and should be interpreted accordingly.”

SECTION 2: Section 3-902 shall be added to the City Code and shall read as follows:

“Permit Application.

- (A) The City, a person who is a Kansas resident, or an organization or business that has its principal place of business in Kansas, who desires to hold a permit authorizing the consumption of alcoholic liquor or cereal malt beverages in an area, which is not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act, shall complete an application upon forms provided by the City Clerk. Such completed form and all applicable fees shall be filed with the City Clerk. The applicant shall provide all information requested by such forms

and should allow a minimum of 30 days for review and consideration for approval of a properly completed application.

- (B) The permit application shall include the following information:
- (1) The name, address, phone number, and date of birth of the applicant.
 - (2) If a corporation, a copy of the Articles of Incorporation and Bylaws and a list of all directors and officers of the corporation.
 - (3) A detailed and legible map of the proposed common consumption area including:
 - (i) Location of any physical barriers and/or signage designating the consumption area;
 - (ii) Exhibits showing examples of planned signage for review;
 - (iii) Entrances and exits;
 - (iv) Location of attached licensed premises;
 - (v) Identification of licensed premises that are adjacent but not to be attached to the proposed common consumption area;
 - (vi) The current zoning classifications for any proposed common consumption area; and
 - (vii) Approximate location of security personnel.
 - (4) A detailed description of security arrangements within the proposed common consumption area.
 - (5) A list of dates, days of the week, and hours of operation of the proposed common consumption area.
 - (6) Documentation showing possession and/or control of the proposed common consumption area, i.e., lease, use agreement, or deed.
 - (7) The type of alcoholic liquor or cereal malt beverages to be consumed and the means or methods which will be used to sell, dispense, or distribute alcoholic liquor or cereal malt beverages to be consumed in the proposed common consumption area.
 - (8) The identity and contact information of the on-site supervisors or managers responsible for the proposed common consumption area.
 - (9) The name and address of any establishment licensed to sell alcoholic liquor or cereal malt beverages for consumption on the premises thereof which is adjacent to the proposed common consumption area and which applicant knows has authorization or plans to obtain authorization from the Kansas Alcoholic Beverage Control to be attached to the proposed common consumption area.
 - (10) The name and address of any licensee who is eligible to be authorized by the Kansas Alcoholic Beverage control to participate in the proposed common

consumption area, if any exist in addition to the establishments named pursuant to paragraph nine above.

- (11) A list of all public streets, alleys, roads, highways and/or street rights of way within the proposed area and a statement as to whether such public streets, alleys, roads, highways and/or street rights of way will be closed to motor vehicle traffic during the period when consumption of alcoholic liquor or cereal malt beverages is authorized within the proposed common consumption area.
 - (12) An insurance certificate of general liability and liquor liability by an insurance company authorized to do business in the State of Kansas, which policy includes the City of Dodge City, its officers and agents as named insureds, and which provides general liability coverage in an amount not less than \$1 million dollars per occurrence and a minimum of \$100,000 property damage per occurrence. Proof of insurance shall be submitted to the City prior to issuance of the permit and continued maintenance of this insurance shall be a condition of the permit. This paragraph shall not apply when the City of Dodge City is the applicant.
 - (13) A plan as to how the permit holder will prevent off-premises consumption of alcoholic liquor or cereal malt beverages and the consumption of alcoholic liquor or cereal malt beverages by minors as part of the proposed common consumption area.
 - (14) A non-refundable licensing fee of \$100 dollars shall accompany all applications. Such fee shall not be required if the City of Dodge City is the applicant.
- (C) Applications shall be accompanied by a copy of a Common Consumption Area Permit Application submitted to the ABC.
- (D) Upon receipt of the application, application fee and all other necessary documents, the City Clerk shall forward the application to the following departments for review and comment: The office of the City Manager or Assistant City Manager; Dodge City Police Department; Dodge City Fire Department; Public Works Department, Department of Development Services, and the City Attorney. Such departments shall review the applications and accompanying documents within 30 days of receipt from the City Clerk. The departments shall provide comments to the City Manager's designee to be included in final staff recommendations to the City Commission for its consideration in approving or denying the request to establish a common consumption area. The City Manager or designee will assist the applicant with addressing concerns noted by staff following their review.
- (E) Following the review of the application by city staff, the applicant will be notified of a public hearing date scheduled before the City Commission. The Public Hearing may be scheduled during the same meeting of the City Commission as the meeting during which the Commission shall consider a Resolution establishing the common consumption area;

but the City Commission shall open the meeting to public comment during a public hearing prior to considering the Resolution. City staff shall make reasonable effort to notify in writing all owners of record of real property located within 200 feet of the area proposed for the common consumption area of the public hearing. The written notice required herein shall be placed in the mail with the postmark not less than 5 days prior to the date of the public hearing.”

SECTION 3: Section 3-903 shall be added to the City Code and shall read as follows:

“Authorization of Common Consumption Area by City Commission.

- (A) Following the review of an application for designation of a common consumption area by city staff the City Commission shall review the application and recommendations of city staff and may, by Resolution, authorize the possession and consumption of alcoholic liquor or cereal malt beverages in designated common consumption areas. In determining if approval should be given, the City Commission shall consider the following factors:
- (1) The adequacy of security to be provided in the common consumption area;
 - (2) The proposed closure of any street, alley or roadway and whether such closure would cause significant hardship to pedestrians or vehicle traffic and whether alternative routes are available for public transit and emergency vehicles;
 - (3) The zoning classifications for the proposed consumption area and the compatibility of the consumption area with other uses near the location with special consideration given regarding compatibility issues of applications which propose a common consumption area within three hundred (300) feet of any residential zoning district, public park, public or parochial school, church, or other place of worship;
 - (4) The distance between the proposed common consumption area and other common consumption areas approved by the City;
 - (5) Any protests or concerns expressed by neighborhood businesses, residents, or other citizens regarding the proposed common consumption area;
 - (6) The city staff’s review and comments of the proposed application; and
 - (7) If the application is for a renewal, the Dodge City Police Department, Dodge City Fire Department, and the Dodge City Planning and Zoning Department shall provide the City Commission with a report of all calls for service and number of arrests or citations issued for offenses occurring in or upon the designated common consumption area and the areas immediately adjacent to the common consumption area which are part of the common consumption area.
- (B) In addition, no common consumption area permit shall be issued to:

- (1) Be held at or on premises which do not conform to other provisions of the Codes of the City of Dodge City including the International Property Maintenance Code (IPMC) then adopted by the City of Dodge City or which do not conform to the Zoning Code of the City of Dodge City;
 - (2) A person who has been convicted of or has pled guilty to a felony within the five years preceding the application under the laws of this state or any other state or of the United States;
 - (3) A person who has had a liquor license revoked for cause under the provisions of Article 26 of Chapter 41 of the Kansas Statutes Annotated;
 - (4) A person who has been convicted of or has pled guilty to being the keeper or is keeping or has forfeited bond to appear in court to answer charges of being a keeper of any property, whether real or personal, where sexual relations are being sold or offered for sale by a person who is eighteen (18) years of age;
 - (5) A person who has been convicted or pled guilty to other crimes or misdemeanors opposed to decency and morality or shall have forfeited bond to appear in court to answer charges for any such violations;
 - (6) A person who is not at least 21 years of age;
 - (7) A person who, other than as a member of the governing body of the City of Dodge City or of Ford County, appoints or supervises any law enforcement officer, or who is a law enforcement official;
 - (8) A person who intends to carry on the business authorized by the permit as agent of another;
 - (9) A person who at the time of application for renewal of any permit issued hereunder would not be eligible for such license upon a first application; and
 - (10) Any person, if the spouse of such person would be ineligible to receive such license hereunder for any reason other than citizenship, or age, except that this subsection shall not apply in determining eligibility for a renewal permit or to a person whose spouse is a law enforcement officer.
- (C) If the City Commission determines that the application for designation of a common consumption permit is to be approved, the City Commission will adopt a Resolution setting forth the area designated as a common consumption area, the times, dates, and/or days of the week that consumption of alcoholic liquor or cereal malt beverages may be consumed in such area, a list of all public streets, alleys, roads, highways, and right of ways which may be closed and providing that all rules and regulations set forth in this chapter are to be complied with by the permit holder. The City Clerk shall provide the applicant a certified copy of the Resolution and submit a copy of the Resolution to the Director of the Alcoholic Beverage Control (“ABC”) as soon as

practicable after approval of the Resolution by the City Commission but in no event later than ten business days after approval by the City Commission.

- (D) The Resolution approved by the City Commission and the permit issued for a common consumption area shall not exceed a period of one year. City staff shall provide a report to the City Manager regarding the status of a permitted common consumption area following an initial permit being in effect for six months. Such report shall contain information regarding any police incidents or reports of unlawful consumption of alcoholic liquor or cereal malt beverages occurring within the six-month period. Such permits are not transferrable or assignable.”

SECTION 4: Section 3-904 shall be added to the City Code and shall read as follows:

“Licensee Participation and Regulations.

- (A) A common consumption area permit allows the possession and consumption of alcoholic liquor and cereal malt beverages in the designated common consumption area. Licensees of establishments licensed to serve alcoholic liquor and/or cereal malt beverages may apply to participate in a common consumption area and obtain a Participation Permit as described herein. Each application for a Participation Permit shall be accompanied by a \$100 non-refundable application and permitting fee.
- (B) Adjacent Licensees:
 - (1) Any licensee immediately adjacent to or located within a common consumption area may request that the licensee’s licensed premises participate in the common consumption area for the duration of the common consumption area permit. To request approval to participate in an approved common consumption area, licensees must submit a request to do so to the ABC on the form prescribed by the director of the ABC.
 - (2) Upon receiving written approval from the ABC to participate in the common consumption area, the licensee shall apply for a Common Consumption Participation Permit (herein “Participation Permit”) from the City of Dodge City on a form provided by the City Clerk. Approval of Participation Permit applications shall be under the discretion of the City Manager or designee. If approved, the Participation Permit term shall coincide with the term of the common consumption area permit issued by the ABC, subject to termination by the City for failure to abide by this Chapter or by the rules and regulations of the ABC.
 - (3) If approved, the establishment/licensee shall post the ABC approval and common consumption area Participant Permit in a conspicuous place on the establishment’s premises at all times

- (4) If an Adjacent Licensee no longer intends to participate in the common consumption area after obtaining a Participation Permit, the establishment/licensee shall provide a copy of the ABC withdrawal form to the City within 48 hours of submission to the ABC.
- (C) Non-Contiguous Sales: In addition to their licensed premises, licensees that have requested and received a Participation Permit may offer for sale, sell and serve alcoholic liquor or cereal malt beverage for consumption from one non-contiguous service area within the common consumption area, as designated and approved by the common consumption area permit holder. The licensee shall prominently display a copy of its drinking establishment license and the Participation Permit at its non-contiguous service area. The licensee shall seek permission to operate a non-contiguous service area through an application for approval of a non-contiguous sales area on a form provided by the City Clerk and shall not operate a non-contiguous sales area unless and until permission is received from the City in writing.
- (D) Non-Adjacent Licensees: Licensees not adjacent to a permitted common consumption area desiring to participate in the common consumption area during a special event may do so subject to proper application for and approval of a Special Event Permit.
- (E) No sales of alcoholic liquor or cereal malt beverage may occur within the permitted common consumption area, except as follows:
- (1) The sales are conducted by a licensed caterer in accordance with all requirements for a catered event, a separate temporary permit has been issued for the specific area, or a drinking establishment has been authorized by the permit holder to operate a non-contiguous service area in accordance with K.S.A. 41-2659(e)(2).
 - (2) In conformance with state law and regulations adopted by the ABC, the permit holder shall ensure all common consumption areas are clearly marked using a physical barrier or a clearly apparent line of demarcation to distinguish the areas where consumption is allowed. The permit holder shall be responsible for removing barriers promptly after the times approved for its common consumption area.
 - (3) Every common consumption area shall have signs approved by the City of Dodge City conspicuously posted identifying the boundaries of such area in a size and manner that provides notice to persons entering or leaving the area.
 - (4) All alcoholic liquor or cereal malt beverages consumed in a common consumption area must have distinctively different containers than those in which non-alcoholic drinks are served.
 - (5) No alcoholic liquor or cereal malt beverages may be served or consumed in glass bottles, glass containers, or glass vessels within the common consumption area.

- (6) No person shall remove or be allowed by the permit holder to remove any alcoholic liquor or cereal malt beverage from the boundaries of a common consumption area.
 - (7) Only properly licensed and zoned alcoholic liquor and cereal malt beverage licensees may participate in a common consumption area. All alcoholic liquor and cereal malt beverage served within a common consumption area or removed from a licensed premises into a common consumption area shall be served in a container that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee.
 - (8) If the permit holder is any person other than the City of Dodge City, the permit holder shall provide to the City Clerk's office notification of any change, deletion, or addition of licensees who are participating in the common consumption area. Such written notification must be received within 10 business days of any such change in licensees participating in the area.
 - (9) No person shall possess, consume, or be allowed by the permit holder to possess or consume alcoholic liquor or cereal malt beverages inside the common consumption area that was not sold or provided by a licensee of an approved participant in the common consumption area.
 - (10) The establishment/licensee must ensure that the common consumption area permit is in effect prior to allowing patrons to possess or consume alcoholic liquor or cereal malt beverages in the common consumption area.
 - (11) All establishments/licensees shall at all times comply with laws, ordinances, regulations, and permit requirements related to the purchase, sale and consumption of alcoholic liquor and cereal malt beverages. All establishments/licensees shall be liable for all violations of laws governing the sale and consumption of alcoholic liquor or cereal malt beverages that occur on the establishment/licensee's premises.
- (F) The issuance of a common consumption area permit does not relieve any person from the obligation to obtain any other permit, license, or pay any additional fees required by the City of Dodge City or other governmental entity or department of the City of Dodge City that may be required regarding the planned event, including a Special Event Permit."

SECTION 5: Section 3-905 shall be added to the City Code and shall read as follows:

“Right of entry and inspection.

Common consumption area permit holders shall allow and enable entry to and inspection of any premises upon which a common consumption area exists by City officials. This right of entry and inspection shall not be revocable during the term of the permit. This right shall be at

any time when the premises are occupied and is not limited to hours when common consumption is authorized. Refusal of such entry shall be grounds for revocation of the permit.”

SECTION 6: Section 3-906 shall be added to the City Code and shall read as follows:

“Immediate Suspension Due to Immediate Threat to Public Safety.

- (A) The Chief of Police or Acting Chief may require a common consumption permit holder or common consumption participant permit holder to cease operations and disperse all patrons whenever conduct by disorderly patrons reaches a magnitude that presents an immediate threat to the public safety and well-being of the patrons and general public in the vicinity of the common consumption area. The common consumption area shall remain closed until the threat has passed.
- (B) The Chief of Police or Acting Chief may temporarily suspend a permit without five days’ written notice or make additional security requirements without five days’ written notice if it is determined that the permit holder has a lack of security sufficient to protect the public and the lack of security poses a substantial risk of harm to patrons or others. An emergency suspension without five days’ written notice shall only be used in cases where there has been a significant violent act or a credible threat of future violence. The suspension shall be effective immediately upon verbal notification by the Chief of Police or Acting Chief or designee to the licensee, permit holder, manager, agent, or representative of the establishment/licensee and shall be effective for up to ten days as needed to restore or to ensure the safety of the public. In lieu of suspension, the Chief of Police or Acting Chief may require additional conditions of operation including but not limited to restricted hours, additional security personnel, wands, security cameras, bag checks, and restrictions on type of bags allowed in common consumption areas. The Chief, or designee, shall promptly complete a report outlining the basis for the decision to suspend the permit and recommendations to adequately remedy the deficiencies of the common consumption area’s security or safety plans. A copy of the report shall be provided to the City Manager on the first business day following the suspension or the placement of additional conditions. The Chief of Police or designee shall officially notify the permit holder in writing by deposition such notice in first class mail to the address listed on the permit the first business day after suspension or imposition of additional conditions. The notice shall include the reason for the suspension or conditions, the length and dates of suspension, and rights of appeal.
- (C) If the Chief of Police or designee is unable to affect personal notification of an emergency suspension, notice will be posted upon the permit holder’s property and sent by first class mail to the primary contact or owner listed on the license.
- (D) The permit holder or a designee shall meet with the Chief of Police or designee within three business days of an emergency suspension.

- (E) It is unlawful for any person to fail to comply with any directive issued by the Chief of Police or designee under the authority of this section.
- (F) The provisions of this chapter are in addition to any other violation enumerated within the ordinances of the Code of the City of Dodge City. This Chapter in no way limits the penalties, actions, or abatement procedures which may be taken by the City for a violation of any ordinance of the City or statute of the State of Kansas.

SECTION 7: Section 3-907 shall be added to the City Code and shall read as follows:

“Penalty for Violation.

Unless otherwise specified, violation of any provision of this article and amendments thereto, for which a penalty is not otherwise specifically provided is punishable by a fine not less than \$100 dollars and not to exceed \$500 dollars.”

SECTION 8: 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 9: 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: City Commissioners
From: Paige Gilmore, City Attorney
Date: September 15, 2025
Subject: Resolution No. 2025-30
Agenda Item: Ordinances and Resolutions

Purpose: Approval of Resolution No. 2025-30.

Recommendation: Multiple City departments consulted on this resolution including Development Services, Dodge City Police Department, Administration, and Public Works. Staff recommends approval of the resolution.

Background:

- Several other cities across Kansas have common consumption areas in place with positive results. This resolution was drafted upon review of other similar city policies across Kansas.
- On August 26, 2025, City Staff sent notices via U.S. mail to all property owners within the proposed DDC-CCA and within 200ft of the proposed DDC-CCA. In addition, the City made an official notice of the matter and that a public hearing will be held regarding the same on the City's website and on the City's official Facebook page.
- Section 3 of Ordinance 3838 requires the Commission to consider the following factors. Staff has included the factors here and provided staff's consideration of the same.
 - (1) **The adequacy of security to be provided in the common consumption area;** Officers from the Dodge City Police Department will Patrol the Common Consumption Area during the hours of operation to ensure proper compliance with regulations and protect public safety.
 - (2) **The proposed closure of any street, alley or roadway and whether such closure would cause significant hardship to pedestrians or vehicle traffic and whether alternative routes are available for public transit and emergency vehicles;** The DDC-CCA would not include closure of streets. However, streets may be closed during events subject to an approved Special Event Permit.
 - (3) **The zoning classifications for the proposed consumption area and the compatibility of the consumption area with other uses near the location with special consideration given regarding compatibility issues of applications which propose a common consumption area within three hundred (300) feet of any residential zoning district, public park, public or parochial school, church, or other place of worship;** The area marked on the exhibit is zoned C-1. The DDC-CCA is within an area with several drinking establishments and therefore the CCA is compatible with the area's zoning. The DDC-CCA is within 300 feet of churches and a public park.
 - (4) **The distance between the proposed common consumption area and other common consumption areas approved by the City;** The DDC-CCA would be the first common consumption area approved by the City. Therefore, distance from a competing area is not a consideration.

- (5) **Any protests or concerns expressed by neighborhood businesses, residents, or other citizens regarding the proposed common consumption area;**
- i. As stated at the 9/1/25 City Commission Meeting, staff did receive an email expressing concern regarding a portion of the proposed DDC-CCA. The portion of concern is a strip at the corner of 5th Avenue and Spruce Street behind a fence enclosing the northernmost portion of Boot Hill Museum's property. The property owner of 700 5th avenue expressed concern that inclusion of this area could encourage loitering and disruptive drunkenness across the street from the home.
 - ii. In addition, staff received correspondence from Hayes Kellman, owner of the Boot Hill Distillery, expressing a desire that the hours of operation proposed for the DDC-CCA be amended. He would propose amending the hours of DDC-CCA operation to 8am-12midnight daily. He expresses the view that these hours of operation would help consumers avoid confusion and would be similar to CCAs in other communities, as well as invigorating downtown business throughout the entire week, not just weekends.
 - iii. Residents have had the opportunity to express concerns or support at the public hearing held on 9/1/25 and also during the visitor's section of the 9/15/25 meeting.
- (6) **The city staff's review and comments of the proposed application;** The Dodge City Police Department, Public Services Department, Clerk's Office, Development Services Department, and Legal Department have reviewed the proposed DDC-CCA and have recommended approval.
- (7) **If the application is for a renewal, the Dodge City Police Department, Dodge City Fire Department, and the Dodge City Planning and Zoning Department shall provide the City Commission with a report of all calls for service and number of arrests or citations issued for offenses occurring in or upon the designated common consumption area and the areas immediately adjacent to the common consumption area which are part of the common consumption area.** The DDC-CCA is not up for renewal, so the commission need not consider this point. However, City staff will review and report on all calls for service, number of arrests or citations issued for offenses occurring in or upon the DDC-CCA and the areas immediately adjacent to the DDC-CCA six months after the effective date of the DDC-CCA.
- If the Commission approves this Resolution, the City Clerk will submit a copy of the Resolution to the Director of the ABC.
 - This Resolution shall establish the DDC-CCA for a period of one year.

City Commission Options:

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

Financial Considerations: For the DDC-CCA, where the City is the permit holder, additional costs will be incurred. The City could acquire additional insurance coverage, which would increase insurance costs. However, many cities rely on

the protections of the Tort Claims Act and choose not to acquire additional coverage. There would also be costs associated with signage or other barriers to clearly mark the common consumption area. Public Works has indicated that signs would cost approximately \$40 per sign. Based on the size of the DDC-CCA and number of streets/sidewalks entering into the area, it is estimated around 20 signs will be required. Signs can be produced in-house by City staff. State law requires signage or other methods of demarcation be posted at all access points. Staff estimates total signage and demarcation costs will be approximately \$2,000.

Legal Considerations: Approval of this Resolution will establish a Common Consumption Area and upon approval by the ABC will obligate the City to follow state law and local code regarding operation of a CCA.

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:

- Resolution 2025-30
- DDC-CCA map

Approved for the Agenda by:



Paige Gilmore, City Attorney

RESOLUTION NO. 2025-30

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A COMMON CONSUMPTION AREA ALLOWING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PROPERTY NOT OTHERWISE SUBJECT TO A LICENSE ISSUED PURSUANT TO THE KANSAS LIQUOR CONTROL ACT OR THE CLUB AND DRINKING ESTABLISHMENT ACT.

WHEREAS, The City Commission is authorized to grant the establishment of a Common Consumption Area (“CCA”) and grant permits for the same (the “CCA Permit”) pursuant to Ordinance No. 3838 and K.S.A. 41-2659; and

WHEREAS, pursuant to Ordinance No. 3838 and K.S.A. 41-2659(b), the City may apply to hold a CCA Permit; and

WHEREAS, the City seeks to establish a Common Consumption Area within the boundaries identified in Section 1 below on the times and dates set forth in Section 2 below; and

WHEREAS, the City is the property owner of the proposed Common Consumption Area; and

WHEREAS, City staff has reviewed the proposed Common Consumption Area and recommends approval of the same.

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

SECTION 1: In accordance with K.S.A. 41-2659 and amendments thereto, the City Commission hereby establishes the Downtown Dodge City Common Consumption Area (“DDC-CCA”) as designated in the map attached hereto as Exhibit A and incorporated herein by reference provided that a common consumption area permit for the area has been issued to the City by the State of Kansas, Director of the Division of Alcoholic Beverage Control (Director).

SECTION 2: The City Commission hereby authorizes the possession and consumption of alcoholic liquor and cereal malt beverages in the DDC-CCA is permitted during the following dates and times:

- Fridays and Saturdays from 12:00 noon to 12:00 midnight.
- For the Period of Dodge City Days 2026, July 24, 2026 through August 2, 2026, 5:00AM to 12:00 midnight.

SECTION 3:The City Commission hereby declares that during the hours of operation of the DDC-CCA as stated in Section 2 herein streets and roadways shall remain open unless closed pursuant to a subsequent special event permit.

SECTION 4: A licensee located within or immediately adjacent to the DDC-CCA may request to participate in the DDC-CCA and allow its legal patrons to remove alcoholic liquor purchased on

the licensee's premises to the DDC-CCA upon request for and approval of a Participation Permit pursuant to the terms and conditions outlined in Ordinance No. 3838 in addition to approval from the ABC by and through the procedures required by the Director.

SECTION 5: A Non-Contiguous Licensee may request to participate in the DDC-CCA and may sell and serve alcoholic liquor or cereal malt beverages for consumption within the DDC-CCA upon proper application for and approval of a Participation Permit as outlined in Ordinance No. 3838.

SECTION 6: Sales and consumption of alcoholic liquor and cereal malt beverages within the DDC-CCA are prohibited except during the times duly approved by Resolution by the City Commission.

SECTION 7: The City Commission hereby authorizes the City Manager or designee to take all reasonably necessary actions, including but not limited to the execution of all documents and instruments, to obtain approval for the DDC-CCA from the Director of the ABC.

SECTION 8: OPERATION OF DDC-CCA. The City Commission hereby declares that the DDC-CCA shall not be operational until the City's application for the common consumption area has been approved by the ABC, the City has placed signage or other lines of demarcation showing the boundaries of the DDC-CCA, and the City has published notice on its website that the DDC-CCA has become operational.

SECTION 9: 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 10: The City Clerk shall provide a copy of this Resolution to the Kansas Director of Alcoholic Beverage Control within 10 business days of approval.

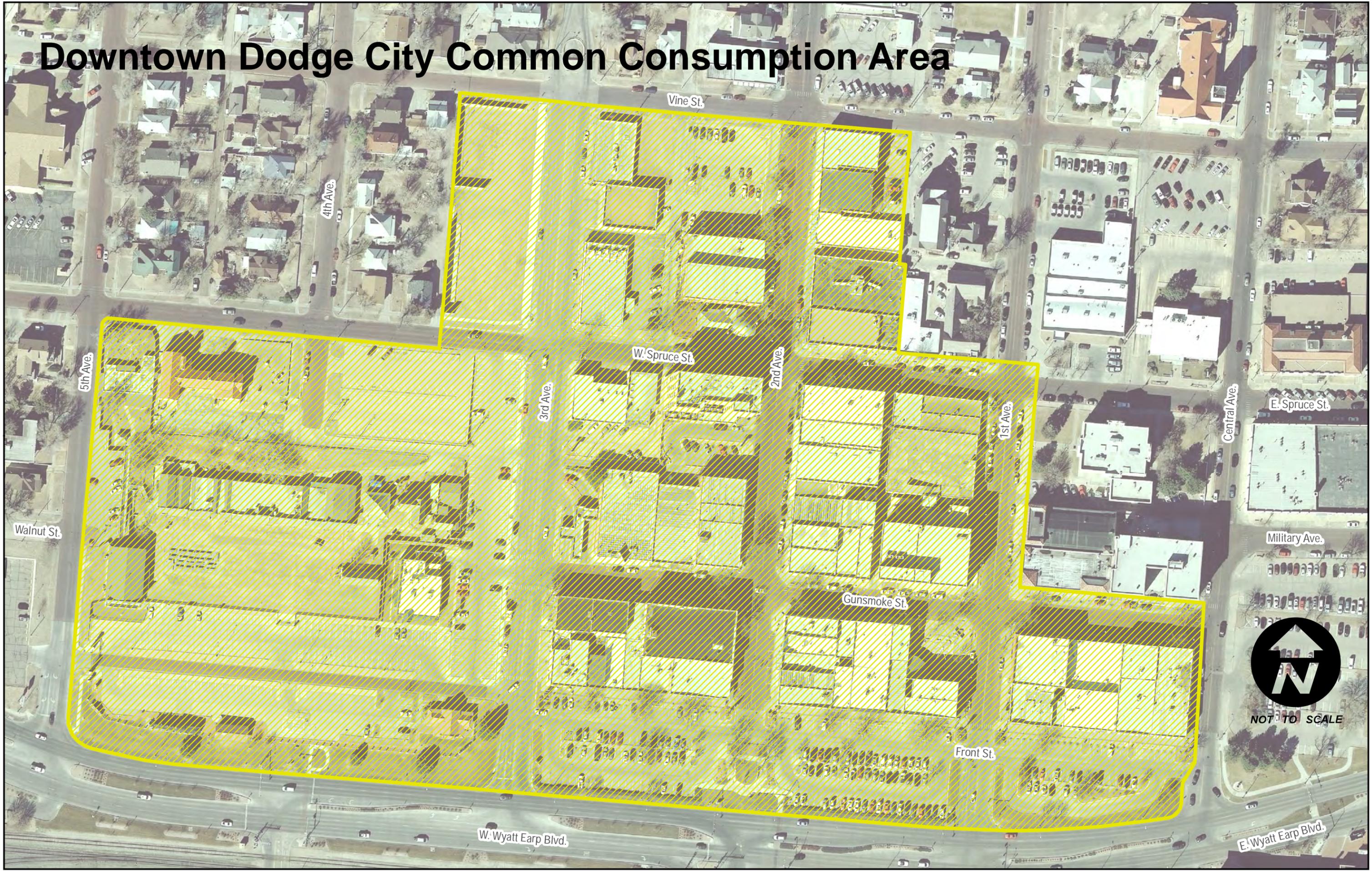
PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS IN REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 20__.

JEFFERY J. REINERT, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK

Downtown Dodge City Common Consumption Area



Vine St.

4th Ave.

5th Ave.

W. Spruce St.

3rd Ave.

2nd Ave.

1st Ave.

Central Ave.

E. Spruce St.

Walnut St.

Military Ave.

Gunsmoke St.

Front St.

W. Wyatt Earp Blvd.

E. Wyatt Earp Blvd.



NOT TO SCALE



Memorandum

To: City Manager, City Commissioners
From: Mollea Lightner, Assistant Director of Economic Development
Date: 9/15/25
Subject: Moderate Income Housing Grant Application
Agenda Item: Resolution No. 2025-33

Recommendation: Staff recommends adoption of Resolution 2025-xx, which permits the submittal of a Moderate Income Housing (MIH) grant application to the Kansas Housing Resource Corporation (KHRC).

Background: In 2025, the City and County received the Community Housing Assessment Team (CHAT) report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The MIH Program allows applicants to apply for loans or grants for infrastructure necessary to support housing or actual housing development of moderate income housing in rural areas.

This round, KHRC will awarded \$6 million for the Moderate Income Housing Program. Only cities or counties may apply for the grant funds, with a max award of \$650,000 per application. The 2025 round 1 grant is due on October 3rd.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through the MIH program offered through the KHRC for development of housing targeted towards moderate income units.

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: Resolution No. 2025-33

RESOLUTION NO. 2025-33

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE MODERATE INCOME HOUSING PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, the City of Dodge City, Kansas has received a request by Oma Construction, LLC reflecting their desire to submit a Moderate Income Housing application in partnership with the City of Dodge City, Kansas;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment Team) in 2025 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support, approval, coordination and partnership with Oma Construction, LLC and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Moderate Income Housing program for the aforesaid housing project in the amount of Six Hundred Fifty Thousand Dollars (\$650,000).

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 15th of September 2025.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: City Manager, City Commissioners
From: Mollea Lightner, Assistant Director of Economic Development
Date: 08/15/2025
Subject: Kansas Housing Investor Tax Credit
Agenda Item: Resolution No. 2025-34

Recommendation: Staff recommends adoption of Resolution 2025-35, which supports the submittal of a Kansas Housing Investor Tax Credit (KHITC) application to the Kansas Housing Resource Corporation.

Background: In 2025, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The KHITC program allows applicants to apply for Kansas Investor Tax Credits for infrastructure necessary to support housing or actual housing development in rural areas.

Developers may apply for the tax credit funds, with a maximum award of \$30,000 per unit and a maximum of 40 units per application. The 2025 round 1 grant is due on October 3rd.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through KHRC.

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: Resolution No. 2025-35

RESOLUTION NO. 2025-34

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE KANSAS HOUSING INVESTOR TAX CREDIT PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, the City of Dodge City, Kansas has received a request from OMA Construction LLC, reflecting their desire to submit a Kansas Housing Investor Tax Credit application;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment Team) in 2025 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support of OMA Construction, LLC and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Housing Investor Tax Credit program.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 15th of September 2025.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: City Manager, City Commissioners
From: Mollea Lightner, Assistant Director of Economic Development
Date: 08/15/2025
Subject: Kansas Housing Investor Tax Credit
Agenda Item: Resolution No. 2025-35

Recommendation: Staff recommends adoption of Resolution 2025-35, which supports the submittal of a Kansas Housing Investor Tax Credit (KHITC) application to the Kansas Housing Resource Corporation.

Background: In 2025, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The KHITC program allows applicants to apply for Kansas Investor Tax Credits for infrastructure necessary to support housing or actual housing development in rural areas.

Developers may apply for the tax credit funds, with a maximum award of \$30,000 per unit and a maximum of 40 units per application. The 2025 round 1 grant is due on October 3rd.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through KHRC.

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: Resolution No. 2025-35

RESOLUTION NO. 2025-35

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE KANSAS HOUSING INVESTOR TAX CREDIT PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, the City of Dodge City, Kansas has received a request from Capital Development LLC, reflecting their desire to submit a Kansas Housing Investor Tax Credit application;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment Team) in 2025 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support of Capital Development, LLC, and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Housing Investor Tax Credit program.

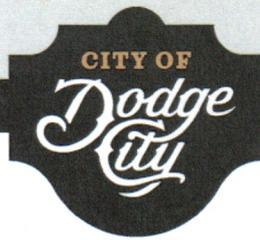
ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 15th of September 2025.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: September 15, 2025

Subject: Approval of Resolution 2025-36 for the Temporary Sale and Consumption of Alcohol at the 2nd Annual Cruisin' for CASA Fundraiser Event

Agenda Item: Ordinances and Resolutions

Purpose: Allow the temporary sale of alcohol at the Cruisin' for CASA event being held in Wright Park.

Recommendation: Staff recommends the approval of Resolution 2025-36 to allow the sale and consumption of alcoholic beverages on a temporary basis for a fundraising event, 2nd Cruisin' for CASA Poker Run and Motorcycle Festival, Sponsored by CASA – Children Worth Saving, Inc.

Background: The City of Dodge City's ordinances have a prohibition against the sale, service or consumption of cereal malt beverages or alcoholic beverages on city property unless there is a specific resolution exempting a location. The ordinance reads that certain city-owned property is exempted from this prohibition and other property can be exempted as determined from time to time by a duly adopted motion of the City Commission. The local CASA organization will host their 2nd Annual Cruisin' for CASA event in Wright Park on Saturday, September 27th from 1:00-11:00pm.

CASA Executive Director, Sheila Bergkamp, has been working with staff since February 2025 to organize this event in Wright Park. Activities include:

- A motorcycle poker run beginning at 7:00 a.m. and concluding around 3:00 p.m.
- Live music, food trucks, and vendors beginning at 1:00 p.m.
- Entertainment and activities open to the public until 11:00 p.m.

A local security company has been contracted, and local law enforcement will provide periodic patrols throughout the event to provide public safety.

This event, which was previously held at the Dodge City Roundup Arena in 2024, serves as a fundraiser for CASA, with all proceeds supporting the agency's mission and services. Alcohol service will be provided by the Ford County Fair Association, which has submitted proof of its valid temporary Cereal Malt Beverage license to the City Clerk. The ordinance allows the prohibition to be exempted upon motion of the City Commission.

City Commission Options:

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

Financial Considerations: CASA has paid for the rental of the Bandshell, the special event permit fee and fees to set up and remove park event supplies.

Legal Considerations: This resolution is required to allow for the temporary sale and consumption of alcohol on City property that is not allowed by City Ordinance 3346.

Mission/Values: This aligns with the City's goal to make Dodge City a fun and inviting place to live and work.

Attachments: Resolution 2025-36
Special Event Permit
Wright Park Use Zone Map

Approved for the Agenda by:



Daniel Cecil, Parks and Recreation Director



RESOLUTION NO. 2025-36

A RESOLUTION DESIGNATING THE 2nd ANNUAL CRUISIN' FOR CASA POKER RUN AND MOTORCYCLE FESTIVAL AT WRIGHT PARK AS A SPECIAL EVENT IN THE CITY OF DODGE CITY, KANSAS.

WHEREAS, Cruisin' for CASA is a one-day public event to be held September 27th, 2025; and,

WHEREAS, a day with activities, music, food and drinks is set to be held during this special event; and,

WHEREAS, K.S.A. 41-719 allows for a city to designate events or other similar gatherings, such as Cruisin' for CASA, as a "special event" as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol; and,

WHEREAS, the City of Dodge City has been asked to make such designation as a prelude for business and individuals to request temporary permits from the State of Kansas for the sale and consumption of alcoholic liquor on public streets, alleys, sidewalks, roads or highways at special events as defined by K.S.A. 41-719(a)(2).

NOW THEREFORE, the City of Dodge City hereby designates the community gathering, commonly known as Cruisin' for CASA Poker Run and Motorcycle Festival as a "special event" in Dodge City, Kansas. This special event will extend for a period of one (1) day beginning on September 27, 2025, at 1:00 pm and ending on September 27, 2025, at 11:00 pm.

The Resolution will take effect upon approval by the City Commission.

Approved this 15th day of September 2025.

Mayor

ATTEST:

City Clerk



**Special Event Permit Application
Ordinance No. 3756**

Note: This application must be submitted at least 14 calendar days before the date of the event. For a special event permit that includes alcoholic beverages, this application must be submitted at least 60 calendar days before the date of the event.

Name of event 2nd Annual "Cruisin for CASA"
Purpose/Description of Event Fundraising event

Applicant's Name CASA - Children Worth Saving, Inc

Applicant's Address 2601 Central Ave Suite LL14
Dodge City, Kansas 67801

Applicant's Phone # 620-225-1278

Applicant's Email director@casakws.org

On Site Contact Person Shelia Bergkamp

On Site Contact Person Phone # 620-225-1278 (w) 620-339-9482 (c)

Special Event Location/Route Wright Park

A site plan for your event must be attached to this application and clearly mark request street closing locations.

Event Date 9-27-2025 Start Time 12 noon End Time 11 pm

Alternate/Inclement Weather Date N/A

Name of Participants CASA, vendors, volunteers, food trucks
Number of Vehicles unknown at this time *this will be the gathering point for the end of a poker run & also vehicles for a car cruise in.*
Number of Animals N/A

Is form, Supplemental Questions for Special Events completed and attached? Yes No

Name of event 2nd Annual "Cruisin for CASA"

On Site Beverage Supervisor Daniel Orozco Jake King

On Site Beverage Supervisor Phone # 620-654-6206
620-940-1352

State License Holder/City Catering License Holder

will provide a one day permit from the state
A copy of all appropriate City or State licenses must be attached to the Special Event application

Number of days 1 Starting date/time 9-27-2025 12 noon

Ending date/time 9-27-2025 11 pm

Location of Alcohol Sale/Distribution Booths Southeast corner of designated area in Wright Park.

Description of Related Signage

Description of Security Plan Security staff will be hired.

Proposing a parade of classic cars + motorcycles. Route to be approved by Chief of Police, Drew Francis.

How will you control the crowd and prevent off-premises consumption of alcohol and consumption of alcohol by minors? Security will be responsible for crowd control + no alcohol will be allowed to leave the fenced in area. If anyone is seen drinking without a wristband, they will be asked to leave.

How will you identify persons of legal drinking age? ID's will be checked + be required to have a wristband.

What type of containers will the alcohol be served in? Beer will be served in original containers or unique plastic cups. ~~That drinks will have clear labels~~
These containers must be distinctly different than those provided for non-alcoholic beverages and must also be distinctive by vendor. printed on the cups

Applicant's Signature Gene Bergkamp
Executive Director - CASA

Date 8.26.2025

The applicant(s) named above shall be responsible for cleaning up the street or other public way within 2 hours following the conclusion of the activity. Should the permit holder(s) fail to do so within 2 hours following the conclusion of the activity, or within the period specified by the city clerk, the city shall clean the area and collect the costs thereof from the permit holder(s).

Additional Clean-up Time Requested in the event clean up isn't obtainable
Reason for Additional Clean-up Time after 11 pm, we would like to reserve the right to clean up on 9-28-2025 am.

Will alcohol be served at your event? Yes No

If yes, please fill out the Special Event with Alcohol attachment.

Required Attachments

- Site Plan
- If serving alcohol, completed Special Event with Alcohol attachment
- If serving alcohol, copies of applicable State and City licenses.

Applicant's Signature *Shelley Bergkamp* Date 2-26-2025
Executive Director - CAS&A

Drew Spence
Dodge City Police Dept. Approval *[Signature]* Date 2/26/2025

Comments *[Signature]*

Carey Kellen
Public Works Dept. Approval _____ Date 2/26/2025

Comments _____

Bradley Hines
Fire Dept. Approval *Bradley Hines* Date 2-26-2025

Comments _____

Parks and Facilities Dept. Approval *[Signature]* Date 2-9-25

Parks and Facilities Dept. Approval is only required only if the special event is adjacent to a park or facility operated by Parks and Recreation.

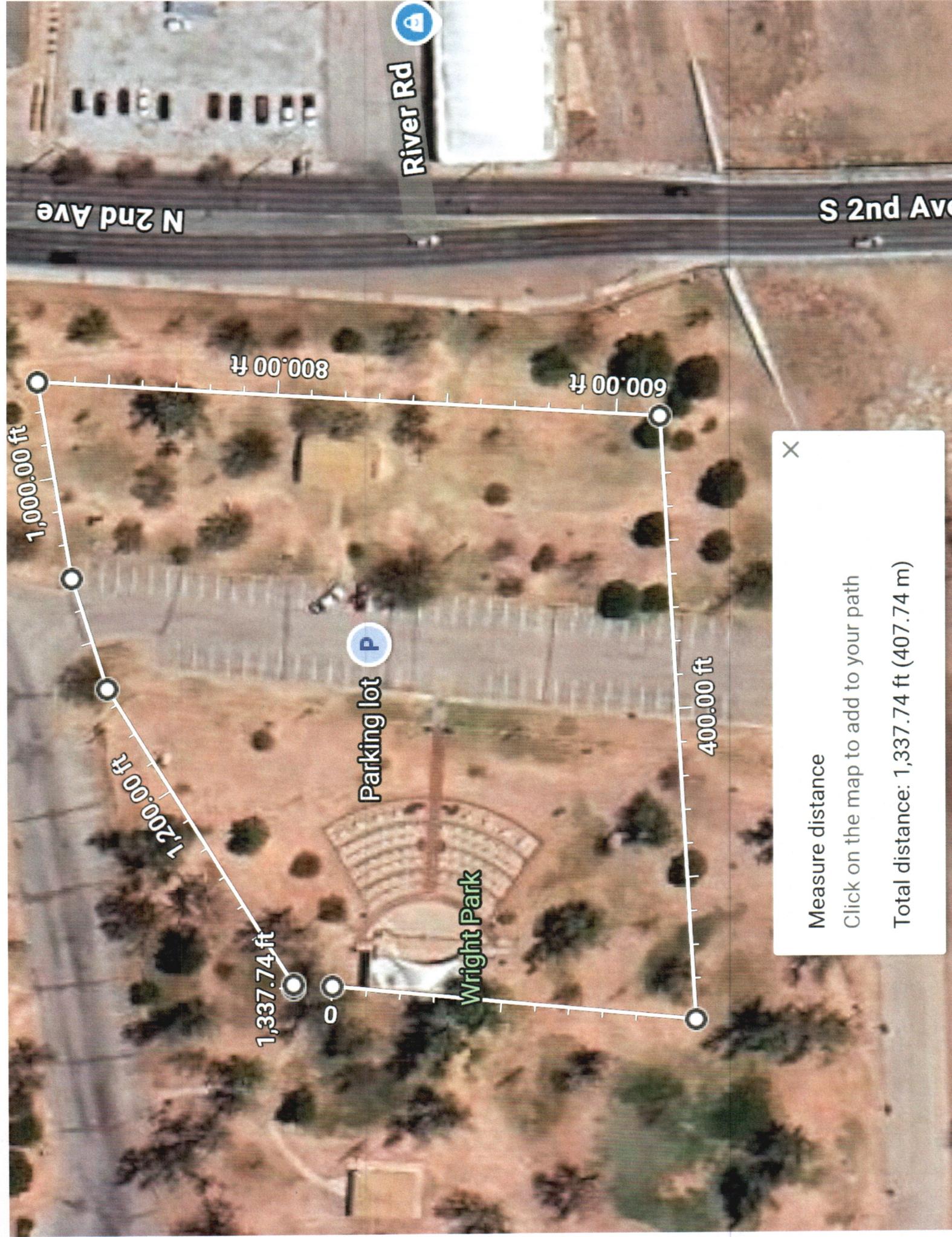
Comments _____

City Manager Approval *[Signature]* Date 2-9-25

Comments _____

Police Department Notifications:

EMS ___ Dispatch ___ SO ___ PD Patrol Shifts ___ Fire Dept. ___ Street Dept. ___ City Engineer ___



X

Measure distance

Click on the map to add to your path

Total distance: 1,337.74 ft (407.74 m)



Memorandum

To: City Manager, City Commissioners
From: Mollea Lightner, Assistant Director of Economic Development
Date: 08/15/2025
Subject: Kansas Housing Investor Tax Credit
Agenda Item: Resolution No. 2025-37

Recommendation: Staff recommends adoption of Resolution 2025-, which supports the submittal of a Kansas Housing Investor Tax Credit (KHITC) application to the Kansas Housing Resource Corporation.

Background: In 2025, the City and County received the CHAT report which provided the community with a housing needs and analysis. The report showed that our community housing needs were substantial. The report also indicated that there was a need for housing on many different income levels.

The KHITC program allows applicants to apply for Kansas Investor Tax Credits for infrastructure necessary to support housing or actual housing development in rural areas.

Developers may apply for the tax credit funds, with a maximum award of \$30,000 per unit and a maximum of 40 units per application. The 2025 round 1 grant is due on October 3rd.

Justification: Housing continues to be a constant challenge in the Dodge City/Ford County area. The approval of this Resolution will allow the developer to apply for funding through KHRC.

Financial Considerations: None at this time.

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

Legal Considerations: None

Attachments: Resolution No. 2025-37

RESOLUTION NO. 2025-37

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR FUNDING THROUGH THE KANSAS HOUSING INVESTOR TAX CREDIT PROGRAM OFFERED THROUGH THE KANSAS HOUSING RESOURCES CORPORATION.

WHEREAS, the City of Dodge City, Kansas has received a request from Cook Construction, reflecting their desire to submit a Kansas Housing Investor Tax Credit application;

WHEREAS, the application is prepared and ready to be filed with the Kansas Housing Resources Corporation;

WHEREAS, the City of Dodge City, Kansas updated a CHAT Report (Community Housing Assessment Team) in 2025 which indicates the continued need for owner and renter occupied housing;

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the City of Dodge City by adoption of this Resolution indicates their support of Cook Construction and their application for grant funding to the Kansas Housing Resources Corporation through the Kansas Housing Investor Tax Credit program.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 15th of September 2025.

City of Dodge City, KS

Mayor

ATTEST:

City Clerk



Memorandum

To: Dodge City Commission
From: Director of Administrative Services, Ryan Reid
Date: 2025 09 08
Subject: Power 10 Deskside System for PD
Agenda Item: New Business

Purpose:

To purchase new/replacement Power 10 Deskside System (I Series) for the Police Department. This is a budgeted purchase.

Recommendation:

The current system, which runs and hosts the Police Naviline system is a critical system that stores police information. All cases are entered into the system. The current system is end of life and IBM is discontinuing hardware and software support. Staff recommends the purchase of the system from SPS VAR, the only bidder. SPS Var has worked with us in the past on similar projects and Staff is happy with their work. They will provide the unit and migrate the current system and data to the new unit with minimal downtime to the Police.

Staff recommends purchasing the system from SPS VAR for \$46,150.

City Commission Options:

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

Financial Considerations:

Amount \$46,150

Funds:

X__ Budgeted Expense __ Grant __ Bonds __ Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: None

Approved for the Agenda by:

Ryan Reid, Director of Administrative Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: September 9, 2025
Subject: Outsourcing of Utility Bill Printing
Agenda Item: New Business

Recommendation: Approve the proposal for printing of utility bills and reminders from Peregrine Services Inc. in the amount of \$.735 per bill, approximately \$70,560 annually.

Background: In July 2023, the utility billing process was transitioned to the new Tyler ERP software. Part of this transition was moving from postcards to 8.5x11 paper for utility bills. This transition allowed for more details on the bills and also made it possible to include additional information with the utility bills. As the city continues to grow, there are approximately 8,000 utility bills sent per month. With the change to printing the bills on regular paper, there were some additional costs for the paper, envelopes and toner and additional overage charges on the printer. A larger inserter was also purchased due to the volume of bills sent per month. As the costs of postage, paper, envelopes and printer supplies continue to increase it was decided that the option of outsourcing the printing should be looked into.

Tyler software was contacted to see if they had a preferred vendor that works with their software, they provided two vendors that they suggested. Staff also reached out to other cities in Kansas that use Tyler software, and those cities provided 3 additional vendors. All 5 vendors were contacted and 3 responded. Staff spoke with representatives from Infosend, Postalocity and Peregrine Services. Staff recommend contracting with Peregrine Services for the printing of utility bills. Even though Peregrine is not the lowest quote, they have representatives based in Kansas and work with other Kansas cities. It is estimated that the current cost to print a utility bill in house is \$1.04 per bill or approximately \$100,000 a year based on printing 8,000 bills per month for a total of 96,000 per year. This cost of \$1.04 includes paper, envelope, postage and the overage charge on the copier. This does not include any costs for the time of staff to print and stuff the bills, which is normally 4-6 hours per cycle for a total of 8-12 hours per month. The costs of the contract with Peregrine would be \$.735 per bill or \$70,560 annually for 96,000 bills. It is estimated that it would take staff approximately 1 hour per cycle to prepare the file to upload for printing.

Justification: Outsourcing the printing would save both time and money.

Financial Considerations: The approximate annual cost would be \$70,560 that would be paid from the Utility Billing fund. This is an anticipated savings of approximately \$26,400 per year.

Purpose/Mission: This project aligns with the City's Core Value of Ongoing Improvements.

Legal Considerations: Any contracts will be reviewed by the City Attorney.

Attachments: Tabulation of costs and savings.

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

	Currently paying	Infosend	Postalocity Full Color	Postalocity B&W	Peregrine Services
Data Processing fee		0.015			
Printing & Mailing Fee		0.06			
Paper	0.0409	0.016			
Envelope	0.0894	0.025			0.13
Postage	0.686	0.54			0.605
Copier overage (\$21,606 for 2024)	<u>0.225</u>	<u>0</u>			<u>0</u>
	1.0413	0.656	1.46	1.01	0.735
Estimated annual bills	<u>96000</u>	<u>96000</u>	<u>96000</u>	<u>96000</u>	<u>96000</u>
	99,964.80	62,976.00	140,160.00	96,960.00	70,560.00
Potential Savings		36,988.80	(40,195.20)	3,004.80	26,400.00



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Tanner Rutschman, PE, City Engineer

Date: September 15, 2025

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

Agenda Item: New Business

Purpose: This purchase will provide a spare feed compressor for the biogas facility. We installed a new feed compressor in July and are currently operating without a spare. Purchasing this spare compressor to have on the shelf will help eliminate a long period of down time in the instance that the current compressor fails.

Recommendation: Approve the quote from Guild Associates, Inc. for a spare Vacuum Compressor in the amount of \$169,768.33.

Background: In July, the Feed Compressor locked up and had to be replaced with the spare feed compressor we had in stock. This was the original feed compressor for the biogas facility and Jacob's only had to perform minor maintenance on it throughout its seven years of operation. At this time, we are still exploring options on what to do with the old compressor.

City Commission Options:

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

Financial Considerations:

Amount \$: \$169,768.33

Fund: 52142200 - 441010

Budgeted Expense Grant Bonds Other

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

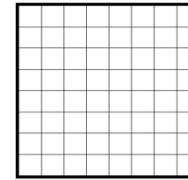
Mission/Values: This project aligns with the City's Core Value of "Ongoing Improvement" and "Working Towards Excellence". Together we endeavor to provide an alternate source of revenue for the City along with our goal of good stewardship of our resources.

Attachments: Quote from Guild Associates, Inc.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



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

QUOTE

DATE: 8/21/2025
TO:
 Bryan Hensley
 Jacobs
 620.430.3993
bryan.hensley@jacobs.com

QUOTE # 2025-198
FROM:
 Diana Spurgeon
 Guild Associates, Inc.
 614.652.6527
commercialparts@guildassociates.com

Quote Expiration: 30 Days

Terms: Net 30

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

LINE #	TAG #	DESCRIPTION	QTY	UOM	PRICE/UOM	EXT PRICE	LEAD TIME
1	C-101A	COMPRESSOR, FEED, LGT30 GASEND COMPLETE ASSEMBLY - LGT30201LIEP SPEC 5649 INDUSTRIAL SHAFT FOOT MOUNTED. 2.013 1ST STAGE AND 1.649 2ND STAGE GEAR RATIOS. LOW VI (2.2, 2.2),ORIFICES: 5/8"(OPEN) 1ST STAGE & 5/16" 2ND STAGE. 309 LP STAGE TO HAVE ALL VERSATROL OPERATORS. 245 HP STAGE TO HAVE OPERATORS IN #1 & 2, PLUGS #3 & 4. G81-353-6 DIRECT COUPLED OIL PUMP, 128 GPM @ 2400 RPM. G54-857-14 5" SW FLANGE. CUSTOMER TO FURNISH #RAL7040 WINDOW GRAY PAINT. CERTIFICATE OF CONFORMANCE REQUIRED. (REFERENCE DESIGN SHEET DATED 112816 SENT FROM SM TO BG ON 11/28/16)	1	EA	\$169,768.33	\$169,768.33	20 WEEKS
2		CREDIT CARD PROCESSING FEE (IF APPLICABLE), 5%	0	EA		\$0.00	
TOTAL						\$169,768.33	

Please provide the shipping contact information with the PO: Name, phone number and email for Tracking number.

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

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

Guild accepts credit card (Master Card, VISA, and American Express), check, or wire transfer for the payment. For credit card payment please call Kayla Wild, at (380-223-9635) with the information. A 5% fee will be added to each credit card purchase.

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

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

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

E-mail: service@guildassociates.com
 Service Center Link available at: http://www.guildassociates.com/gas_processing_service



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: September 15, 2025
Subject: New Analyzer Equipment & Technical Assistance Quotes, SS2501
Agenda Item: New Business

Purpose: These quotes will bring the Warrior Biogas Facility into compliance with the new Northern Natural Gas Biomethane Facility Guidelines and assist with maintenance/repair of some of our existing analyzer equipment.

Recommendation: Approve the quotes from Cherokee Measurement & Control to purchase new analyzer equipment and technical assistance in the amount of \$324,367.63.

Background: The Warrior Biogas Facility currently injects and sells all its renewable natural gas (RNG) through an interconnect with Northern Natural Gas (NNG) who owns and operates an interstate pipeline adjacent to the City's South WWTP. That interstate pipeline has gas quality specifications that the biogas facility must meet. The interconnect facility has analyzers installed that monitor the constituents in the gas to ensure it meets those specifications. In November 2024, NNG instituted new Biomethane Facility Guidelines that require all biogas to RNG facilities to have their own analyzers installed that monitor and track the pipeline specification constituents in the RNG stream. This means that our facility can no longer rely on NNG's analyzers for pipeline specification compliance and must monitor and document the quality of our finished product in real time. This data will also have to be stored and available for NNG at their request.

Staff meet with NNG and requested a year to purchase and install this new analyzer equipment, which they agreed to. We contacted an analyzer equipment company, Cherokee Measurement & Control, that supplies analyzer equipment for NNG interconnect facilities to provide a quote to purchase the required analyzers. Through discussions with Cherokee Measurement & Control about our operational challenges with some of our existing analyzers we determined that it would be beneficial to receive technical assistance, repairs & minor upgrades to resolve our current operational issues. That assistance and repairs/upgrades are included in quotes Q25051 and Q25055.

City Commission Options:

1. Approve all Quotes
2. Approve a portion of the Quotes
3. Disapprove all Quotes
4. Table for further discussion

Financial Considerations:

Q24985 – WWTP RNG Cabinet:	\$285,319.63
Q25058 – WWTP RNG Cabinet Start-up:	\$10,649.00
Q25051 – Gas Chromatograph Sample Chillers:	\$19,172.00
Q25055 – Analyzer Troubleshooting & Repair:	\$9,227.00
<u>Total Amount for Quotes -</u>	<u>\$324,367.63</u>

Fund: 52142200 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the quotes from Cherokee Measurement & Control, the City will enter an agreement with Cherokee Measurement & Control and be responsible to make payments in accordance with the terms and conditions stated in the agreement.

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

Attachments: New Northern Natural Gas Biomethane Guidelines and quotes for equipment & technical assistance.

Approved for the Agenda by:



Ray Slattery, PE, Dir. of Engineering Services

Quote Number: 24985

REV: A

Page: 1 of 6

Customer: CITY OF DODGE CITY 806 N 2nd Ave Dodge City KS 67801 USA Contact: Nicole Franken Email: nicole.franken@pec1.com Office: 816-714-8241 Cell: Reference: WWTP RNG Cabinet	Date: 8/20/2025 Expires: 9/19/2025 Sales Rep: Joe Joe Birdwell Email: joejoe.birdwell@elohi.eco Cell: 432-634-0773 Office: 918-446-1611 Delivery: SEE BELOW Terms: Terms Not <i>Credit card pricing applies if not</i> <i>Established, CC paid by check, ACH, or wire</i> Accepted <i>Handling Fees may apply</i> Ship Terms: Consignee INCO:
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This quotation is based on information received at the time of quote.

CM&C reserves the right to review all changes prior to acceptance of Purchase Order.

****LEAD TIMES ARE SUBJECT TO CHANGE DUE TO FACTORY MATERIAL AVAILABILITY. STOCK MATERIAL SUBJECT TO PRIOR SALE.****

****DELIVERY: 36 Weeks (4 Weeks After Receipt of Major Equipment, Current Estimated Lead Time of Major Equipment is 32 Weeks)****

NOTE: If a FAT is Required at the Analyzer Manufacturer (See Witnessed Factory Acceptance Test Below), Lead Time will be Extended by 2 weeks.

MILESTONE PAYMENTS APPLY (PER SECTION 9 OF ATTACHED TERMS & CONDITIONS).

50% - ACCEPTANCE OF PO and UPON ORDER OF LONG LEAD ITEMS - \$139,640.00

45% - UPON COMPLETION, READY TO SHIP - \$125,676.00

5% - UPON RELEASE OF FINAL DOCUMENTATION - \$13,964.00

*NOTE: Freight is NOT included in Milestone Payments. Freight will be invoiced separately.

REVISION NOTES

Q24985 REV A 8/20/2025 - Changed A/C to Stainless Steel, Removed Emmissions Eliminator Option, Updated Lead Time

DRAWINGS & DOCUMENTATION

(1) Set of Approval Drawings to be Supplied within 20 Working Days after Acknowledgment of Purchase Order.

(1) Data Book (Hard Copy Only) to be Supplied and Shipped with Integration Package to Destination.

(1) Data Book (Hard Copy and Digital Copy) Containing As-Built Drawings, Quality Documentation, Calibration Certificates, Data Sheets, Operation and Maintenance Manuals, MTRs, Sizing Guides (if applicable) to be Supplied within 20 Working Days after Shipment of Integration Package.

Extra O&M Manuals will incur Additional Fees.

NOTE: CI&S Does not Provide Electrical Drawings. Certified/Stamped Electrical Drawings can be Provided by the End-User or CI&S at an Additional Charge.

PRODUCT TESTING

As a Standard, CI&S Performs a Functional Check that includes, but is not Limited to, Confirmation of Power to All Equipment, Confirmation of Response on Safety Equipment, and Confirmation of Connectivity on Communication Wiring. The CI&S Functional Check is not a Factory Acceptance Test or a Customer Acceptance Test. If Additional Testing is Required Beyond the Aforementioned, Additional Charges May Apply.

WITNESSED FACTORY ACCEPTANCE TEST (FAT)

If Required, FAT of an Individual Device will be Performed at the Place of Manufacturer, under Factory Standard Procedures and is Charged at Manufacturer's Published Rate.

WITNESSED CUSTOMER ACCEPTANCE TEST (CAT)

Complete Documented Systems Check per the Standard CI&S Procedure is Available Upon Customer Request at an Additional Charge. CAT to be

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Performed at Cherokee Integrations & Solutions Facility.

CUSTOM PRODUCTS

Per Section 5 of the Attached CI&S Terms and Conditions, Custom-Made Material is Non-Returnable. Cancellation and/or Restocking Charges will Apply Depending upon Stage of Completion.

Line	Description	Quantity	Unit Price	Ext. Price
1	City of Dodge City; Waster Water Treatment Plant RNG Cabinet	1 Each	279,280.00	\$279,280.00

"CIS Integration Package to Include:"

BUILDING INTEGRATION

(1) 96"W x 96"H x 36"D Analyzer Cabinet

- Welded Lifting Lugs
- Flat Panel Construction with Insulation
- Double Door Access with Padlockable 3 Point Latch
- 4x4 Vents
- Mounted on Galvanized Skid with Fork Slots
- Fold Down Wall Shelf (Interior Door Mounted)
- Instrument Air Assembly
- Mounting of Analytical Equipment

Class 1 Div. 2, Groups C & D Electrical Package to Include:

- Power Termination Box
- Communications Termination Box
 - Communication Termination Box will include a Red Llon FlexEdge for Data Consolidation
- Heat Trace Termination Box
- 24VDC Power Supply
- Interior LED Light Strip
- Electrical to be Installed per Latest Edition of NEC Regulations

Climate Control System:

- (1) 400W Finned Heater with Thermostat
- (1) Air Conditioner, 4000 BTUH, NEMA 4X, 120 V 60 Hz.; Options: Nema 4X Coated Coils+Tubing, External Heater Control HazLoc - NEC Class 1 Div 2 (COOLING ONLY)

Analyzer to be Installed and Wired to Power and Communications.

Analyzer will have Tubing and Fittings Routed to the Correct Bulkhead Entries as Needed. This includes Proper Installation of Sample & Bypass Lines with Low Point Drain Valves and Shepherds Hooks.

GAS CHROMATOGRAPH

(1) RAI 770XA GC

Model Code: 770XA-BR-C-F-DC-EN-AN-BN-N-S4H-TS6-E-S

- BR - Color: Rosemount Analytical Blue
- C - Approvals: CSA Certified
- F - Mounting: Floor Mount
- DC - Power: 24VDC
- EN - Extended switch panel - 18 stream switches. Required for flame detectors without SK LOI option
- AN - Addt'l I/O and Serial/Modem Comm.

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- Slot A: None
- BN - Add'l I/O and Serial/Modem Comm.
- Slot B: None
- S4H - Internal (up to) 3 Sample Streams & 1 Calibration Stream (Single Block) - Silcosteel Tubing
- TS6 - Standard C6+ and Total Sulfur Analysis with μ FPD - 5 min
- E - Dual Interconnect Cable (3-4 TCDs, FID, FPD with less than 12 solenoids required)
- S - Standard GPA 2172/GPA2145 - 2009

(1) Sample Conditioning System for 770XA GC

- BTUSCS - Sample Conditioning System for 770XA GC
- 1GS - 1 Stream Plate, with Fast Loop/Membrane Filter (Silcosteel)
- NG - Grab Sample; None

Calibration / Carrier Gas System to Include:

- (1) Helium Switch-Over Manifold with Weather Cover for Carrier Gas
- (2) Size 300 Steel Cylinders Containing UHP HE for Carrier Gas
- (2) Wall Mount Cylinder Brackets
- (1) Vapor Calibration Standard in a Size 82 Aluminum Cylinder
- Heater Blanket and Bottom Pad for Size 82 Aluminum Cylinder

CONTAMINANT ANALYZERS

(1) ABB Sensi+

Product-Code: GLA533-NG-SM-WO-NPT-AL-R

- Measured Component: H2S/H2O without WIFI
- Electric Cable Glands NPT
- Supply Voltage 24V DC
- Weight 50 kg (110 lbs)
- Enclosure
 - Aluminum Alloy with White Polyester Powder Coating
 - NEMA/Type 4X (IP66)
 - Dual Seal
 - Explosion-Proof / Hazardous Location Certified
- Internal Inputs / Outputs
 - 4 x 4-20 mA Analog Output
 - 9-30V Digital Input
 - Solid-State Relays
 - Ethernet"

(1) CIS Sensi+ Sample Conditioning System, Wall Mount, with Membrane Filter, 0-25psig Single Stage Regulator, 0-15psig Pressure Gauge, 10-100cc/min Flowmeter, and a 3-Way Ball Valve for Validation, Silconert-Coated

(1) AMI, Model 2010BX Trace (PPM) Oxygen Monitor, Wall Mount

- Hazardous Areas (Class I, Div 1, Groups BCD)
- Advanced Features
- T-4 Electrochemical Sensor (0-500ppm H2S resistant)
- DC Powered
- No Heater
- No Enclosure

VALIDATION GASES

- (1) Size 152 Aluminum Cylinder Containing 5ppm H2S, Bal. CH4
 - Sensi+ Validation Gas

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- (1) Validation Gas Regulator - CGA 330
- (1) Size 152 Aluminum Cylinder Containing 75ppm H2O, Bal. CH4
- Sensi+ Validation Gas
- (1) Validation Gas Regulator - CGA 350
- (1) Size 152 Aluminum Cylinder Containing 80ppm O2, Bal. N2
- AMI Validation Gas
- (1) Validation Gas Regulator - CGA 580

SAMPLE EXTRACTION EQUIPMENT

(1) CIS Sample Probe

- 316 SS
- 3/4" NPT Diameter
- 45° Tube End Angle
- 24" OAL
- Ball Valve
- Reducing Nipple and Needle Valve
- SILCONERT 2000 COATED

(1) CIS Probe Manifold (Silconert Coated)

- 0-200psi Pressure Gauge

(1) Probe Regulator Insulated Jacket For GPR

P/N: KZ1

(1) Insulated Pipe Blanket for Pipe Diameters Up To 36"

P/N: KZ2

(1) DaVinci, Analyzer Distribution Panel

- Neoprene Seals
- 3 Regulator with 0-50 psig Outlet Pressure Range & Pressure Gauge
- ***SULFINERT 2000 COATED***

P/N: DAVADP7111XSN

TUBING

(25)FT Heat Trace Tubing

- 1/4" x .035" W.T. SilcoNert 2000 Coated Tube
- BSX 8-1 OJ, 120 VAC, 8 Watt
- Non-Hygroscopic Glass Fiber Insulation
- Aluminum Mylar, Thermal Barrier ATP Jacket Type

P/N: SE2FX1443ATP035SIL2

TOTAL: **\$285,319.63**

QUOTE - Miscellaneous Charge -

MFG Tariff	6,039.63
Surcharge	

**Terms & Conditions
Attached**



Address PO to: **Cherokee Measurement & Control**
4551 S 100th E Place
Tulsa, OK 74146
sales@cherokeetulsa.com

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TERMS AND CONDITIONS

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, bind the company(s) which issues the quotation or acknowledgment for the provision of services (Services) and/or the sale of goods, including (except as provided in Section 11) firmware incorporated therein (Goods), to be provided hereunder by seller (i.e. Cherokee Integrations & Solutions, LLC), hereinafter Seller, and the buyer, hereinafter Buyer, and constitute the entire agreement (Agreement) between Buyer and Seller regarding such sale and/or provision.

- 1. PRICES:** Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Notwithstanding any of the foregoing to the contrary, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.
- 2. DELIVERY AND DOCUMENTATION:** All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect.
- 3. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control.
- 4. TERMINATION AND SUSPENSION BY BUYER:** Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement, provided that Buyer gives Seller reasonable advance written notice of such termination or suspension. Buyer shall reimburse Seller as follows: Within two weeks of receipt of approval drawings, 10% of total purchase order, at midpoint of completion, based upon approved production schedule, 100% of total purchase order.
- 5. LIMITED WARRANTY:** Subject to the limitations contained in Section 6 and except as otherwise expressly provided herein, Seller warrants that the firmware will execute the programming instructions provided by Seller, and that the Goods manufactured or Services provided by Seller will be free from defects in materials or workmanship under normal use and care until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, promptly correct any errors that are found by Seller in the firmware or Services, or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources, unsuitable environmental conditions, accident, misuse, improper installation, modification, repair, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by an authorized Seller representative. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by an authorized representative of Seller. Except as otherwise expressly provided in the Agreement, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.
- 6. LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR REFUND OF PURCHASE PRICE UNDER THE LIMITED WARRANTY CLAUSE IN SECTION 5. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL.
- 7. INSTALLATION:** Buyer shall be responsible for receiving, storing, installing, starting up and maintaining all Goods. Seller shall provide a quotation for services to assist Buyer in these functions if requested.
- 8. TAXES:** Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

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TERMS AND CONDITIONS - *continued*

9. TERMS OF PAYMENT: Subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable performance payments covered below or export shipments for which Seller may require other arrangements. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

Unless otherwise provided in Seller's written quotation, periodic milestone payments shall be made by Buyer when the purchase price of this Agreement exceeds \$40,000. In such cases, invoices shall be issued by Seller and paid by Buyer based on the following milestones: Milestone 1: 50% of price upon acceptance of purchase order and upon order of long lead items by Seller. Milestone 2: 45% of price upon shipment of the Goods by Seller. Milestone 3: 5% of price upon release of final documentation by Seller.

10. BUYER SUPPLIED DATA: To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data or information supplied by Buyer to Seller in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.

11. GENERAL PROVISIONS: (a) These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. (b) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (c) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (d) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party no more than and shall be commenced within two [2] years after the date of shipment. (e) No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller. (f) No waiver by either party with respect to any breach or default or of any right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. (g) All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. (h) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (i) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Oklahoma. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the State where the Goods involved in such actions were manufactured. (j) GOODS AND SERVICES PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (k) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (l) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.

12. RETURNS: Normally, all returns for non-warranty reasons are subject to a restocking fee up to 30%, subject to Cherokee Measurement & Control, LLC. management approval. For all returns shipping must be prepaid, insured and bearing a Return Material Authorization (RMA) number on the shipping label and/or container. Any shipping charges incurred when returning product to Cherokee Measurement & Control, Inc. are the responsibility of the customer. Returns cannot be accepted without an RMA number. Returned products must be undamaged, clean, and in otherwise new condition with all original materials i.e. original packaging, manuals and accessories, and must be accompanied by the original invoice. Any electrical components that have been opened and the seal broken on the packaging may not be returned.

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Customer: CITY OF DODGE CITY	Date: 8/13/2025	Expires: 9/12/2025
Contact: Nicole Franken	Sales Rep: Joe Joe Birdwell	
Email: nicole.franken@pec1.com	Email: joejoe.birdwell@elohi.eco	
Office: 816-714-8241	Cell: 432-634-0773	
Cell:	Office: 918-446-1611	
Reference: Troubleshooting and Repair	Delivery: Per Agreed Schedule	
	Terms: Terms Not Established, CC Accepted	<i>Credit card pricing applies if not paid by check, ACH, or wire</i>
	Ship Terms: Consignee	<i>Handling Fees may apply</i>
	INCO:	

**This quotation is based on information received at the time of quote.
CM&C reserves the right to review all changes prior to acceptance of Purchase Order.**

IMPORTANT NOTICE

- CTS will comply with all of client's on-site safety requirements.
- CTS is certified through both ISNetworld (ID# 400-253662) and Veriforce (ID# 76117).
- Quotes for field service are designed to be "not to exceed" estimates but change in scope/activity may result in additional charges.
- Typically, spare parts/materials are not included in the price of this quotation unless detailed in the body of the quote. Spare parts consumed during a service job will be billed as separate line items.
- Standard "Workday" is 8 hours per day, Monday - Friday. This includes travel, training, etc. Overtime, Weekend, and Holidays are charged at higher rate.
- This quotation covers:
 - o Travel time to and from site
 - o Time on site to perform scope of work
 - o Necessary travel expenses to support scope of work (i.e., hotel, meals, etc.)
- The number of estimated hours is quoted on the understanding that at the time of service, ready access may be gained to the equipment and its controls. Additional standby time will be billed accordingly.
- All service reports will be submitted within 5 working days of completion of scope.

Cherokee Technical Solutions Contact: Dean West - CTS Supervisor
Phone Number: 918-703-6641
Email: dean.west@cherokeetulsa.com

Customer Representative: Nicole Franken
Phone Number: 816-714-8241
Email: nicole.franken@pec1.com

Site Location: Dodge City Kansas

Quote Number: 25055

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Line	Part	Description	Quantity	Unit Price	Ext. Price
1	CTSONDEMAND	CTS On-Demand Service	1 Each	9,227.00	\$9,227.00

Scope of Work

*Reason for Service Call: Troubleshooting and Repair for (2) RAI Model 770XA GCs and (1) Delmar Tape Analyzer
Estimated Working Days On-site: (2)*

Step-by-Step summary of expected CTS actions while on-site:

- Upon arrival technician will check in with POC provided.
- Technician will attend any safety training required.
- Technician will walk down sample handling and ensure proper installation and operation with POC or designee.
- Technician will assess equipment within scope, gathering as found information as needed for troubleshooting.
- Technician will make repairs and perform calibrations/validations as needed.

Analyzers in Scope:

- (2) RAI Model 770XA GCs
- (1) Delmar Tape Analyzer

- Quote includes estimated travel time to and from job site, daily stipend for meals, and all expenses. Additional expenses incurred will be invoiced at cost plus 15%.

- A detailed service report including a summary of the work performed and a checklist of follow-up items will be provided to the client via email. Final service report typically submitted within 5 business days of service call completion.

GENERAL REQUIREMENTS

- Customer must have power connected to equipment within scope.
- Customer must have communications connected to equipment within scope.
- Customer must have all equipment within scope properly installed.
- Customer must have process gas flowing at time of service visit.
- Customer representative must be available on-site.
- Customer must have calibration gases/carrier gases/validation gases at time of service visit.
- Please notify CTS of any required gases that are not on-site ASAP.

**** If these conditions cannot be met the service call will be rescheduled to the next available date. ****

TOTAL: \$9,227.00

**Terms & Conditions
Attached**



Address PO to: **Cherokee Measurement & Control**
4551 S 100th E Place
Tulsa, OK 74146
sales@cherokeetulsa.com

Quote Number: 25055

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TERMS AND CONDITIONS

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, bind the company(s) which issues the quotation or acknowledgment for the provision of services (Services) and/or the sale of goods, including (except as provided in Section 11) firmware incorporated therein (Goods), to be provided hereunder by seller (i.e. Cherokee Technical Solutions, LLC), hereinafter Seller, and the buyer, hereinafter Buyer, and constitute the entire agreement (Agreement) between Buyer and Seller regarding such sale and/or provision.

1. **PRICES:** Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Notwithstanding any of the foregoing to the contrary, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

2. **DELIVERY AND DOCUMENTATION:** All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect.

3. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control.

4. **TERMINATION AND SUSPENSION BY BUYER:** Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement, provided that Buyer gives Seller reasonable advance written notice of such termination or suspension. Buyer shall reimburse Seller as follows: Within two weeks of receipt of approval drawings, 10% of total purchase order, at midpoint of completion, based upon approved production schedule, 100% of total purchase order.

5. **LIMITED WARRANTY:** Subject to the limitations contained in Section 6 and except as otherwise expressly provided herein, Seller warrants that the firmware will execute the programming instructions provided by Seller, and that the Goods manufactured or Services provided by Seller will be free from defects in materials or workmanship under normal use and care until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, promptly correct any errors that are found by Seller in the firmware or Services, or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources, unsuitable environmental conditions, accident, misuse, improper installation, modification, repair, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by an authorized Seller representative. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by an authorized representative of Seller. Except as otherwise expressly provided in the Agreement, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

6. **LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR REFUND OF PURCHASE PRICE UNDER THE LIMITED WARRANTY CLAUSE IN SECTION 5. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL.

7. **INSTALLATION:** Buyer shall be responsible for receiving, storing, installing, starting up and maintaining all Goods. Seller shall provide a quotation for services to assist Buyer in these functions if requested.

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TERMS AND CONDITIONS - *continued*

8. RENTAL: The renter shall examine the equipment upon receipt and immediately notify Cherokee Technical Solutions of any shortages or damages incurred during shipping. Damage to the equipment and the cost of repair will be added to the rental bill. Rental equipment damaged beyond the cost of repair will be billed at the full list price. Unless otherwise agreed to, any equipment that will be kept for more than the agreed upon rental period requires authorization from Cherokee Technical solutions. The renter is responsible for incoming and outgoing shipments. Outgoing shipment from Cherokee Technical Solutions will be prepaid and added to the customer's bill. For urgent needs, and upon request, next day shipping will be arranged. The renter is responsible for return shipping freight prepaid and insured. It is the responsibility of the renter to ship the rented item(s) back to Cherokee Technical Solutions the first business day after the rental period has expired. The renter assumes full responsibility for damages to the equipment and risk of loss through destination.

9. TAXES: Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

10. TERMS OF PAYMENT: Subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable performance payments covered below or export shipments for which Seller may require other arrangements. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

Unless otherwise provided in Seller's written quotation, periodic milestone payments shall be made by Buyer when the purchase price of this Agreement exceeds \$100,000. In such cases, invoices shall be issued by Seller and paid by Buyer based on the following milestones: Milestone 1: 50% on acceptance of PO and upon order of long lead items by Seller. Milestone 2: 40% upon shipment. Milestone 3: 10% of price upon release of final documentation. Seller reserves the right to designate additional Milestones where the Agreement provides for Services in excess of \$50,000.

11. BUYER SUPPLIED DATA: To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data or information supplied by Buyer to Seller in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.

12. GENERAL PROVISIONS: (a) These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. (b) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (c) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (d) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party no more than and shall be commenced within two [2] years after the date of shipment. (e) No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller. (f) No waiver by either party with respect to any breach or default or of any right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. (g) All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. (h) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (i) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Oklahoma. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the State where the Goods involved in such actions were manufactured. (j) GOODS AND SERVICES PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (k) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (l) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.

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<p>Customer: CITY OF DODGE CITY</p> <p>Contact: Tanner Rutschman Email: tannerr@dodgecity.org Office: 620-225-8106 Cell: Reference: SAMPLE CHILLERS</p>	<p>Date: 8/12/2025 Expires: 9/11/2025</p> <p>Sales Rep: Joe Joe Birdwell Email: joejoe.birdwell@elohi.eco Cell: 432-634-0773 Office: 918-446-1611 Delivery: STOCK Terms: Terms Not <i>Credit card pricing applies if not</i> Established, CC <i>paid by check, ACH, or wire</i> Accepted <i>Handling Fees may apply</i></p> <p>Ship Terms: INCO:</p>
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This quotation is based on information received at the time of quote.
CM&C reserves the right to review all changes prior to acceptance of Purchase Order.

Line	Part	Description	Quantity	Unit Price	Ext. Price
1	3040SW115FMP SNCCSFNNSNNS 4	3040 - 10" Heat Exchanger: (1) Active, 1 Sample Stream SW - Welded 316 Stainless Steel: (High Pressure) 115FM - 115VAC 50/60 Hz Class I Div. 2 Hazardous Location P - Peristaltic Pump S - Single Sampe Stream (Standard) N - No Sample Pump CCSF - Condensate Carry-Over Sensor (One per stream when selected) with 2µm Filter N - No Flow Meters N - No New Jersey Option S - Standard Peltiers N - No Special Mounting N - No Additional Peristaltic Pump Heads S - Standard Tubing 4 - 1/4" Sample Inlet Fitting	2 Each	9,586.00	\$19,172.00

TOTAL: **\$19,172.00**

**Terms & Conditions
Attached**



Address PO to: **Cherokee Measurement & Control**
4551 S 100th E Place
Tulsa, OK 74146
sales@cherokeetulsa.com

Quote Number: 25051

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TERMS AND CONDITIONS

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, bind the company(s) which issues the quotation or acknowledgment for the provision of services (Services) and/or the sale of goods, including (except as provided in Section 11) firmware incorporated therein (Goods), to be provided hereunder by seller (i.e. Cherokee Measurement & Control), hereinafter Seller, and the buyer, hereinafter Buyer, and constitute the entire agreement (Agreement) between Buyer and Seller regarding such sale and/or provision.

1. **PRICES:** Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Notwithstanding any of the foregoing to the contrary, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

2. **DELIVERY AND DOCUMENTATION:** All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/ documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect.

3. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control.

4. **TERMINATION AND SUSPENSION BY BUYER:** Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement, provided that Buyer gives Seller reasonable advance written notice of such termination or suspension. Buyer shall reimburse Seller as follows: Within two weeks of receipt of approval drawings, 10% of total purchase order, at midpoint of completion, based upon approved production schedule, 100% of total purchase order.

5. **LIMITED WARRANTY:** Subject to the limitations contained in Section 6 and except as otherwise expressly provided herein, Seller warrants that the firmware will execute the programming instructions provided by Seller, and that the Goods manufactured or Services provided by Seller will be free from defects in materials or workmanship under normal use and care until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, promptly correct any errors that are found by Seller in the firmware or Services, or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources, unsuitable environmental conditions, accident, misuse, improper installation, modification, repair, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by an authorized Seller representative. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by an authorized representative of Seller. Except as otherwise expressly provided in the Agreement, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

6. **LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR REFUND OF PURCHASE PRICE UNDER THE LIMITED WARRANTY CLAUSE IN SECTION 5. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL.

7. **INSTALLATION:** Buyer shall be responsible for receiving, storing, installing, starting up and maintaining all Goods. Seller shall provide a quotation for services to assist Buyer in these functions if requested.

8. **TAXES:** Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

TERMS AND CONDITIONS - *continued*

9. **TERMS OF PAYMENT:** Subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable performance payments covered below or export shipments for which Seller may require other arrangements. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

Unless otherwise provided in Seller's written quotation, periodic milestone payments shall be made by Buyer when the purchase price of this Agreement exceeds \$40,000. In such cases, invoices shall be issued by Seller and paid by Buyer based on the following milestones: Milestone 1: 25% of price upon acceptance of order by Seller. Milestone 2: 25% of price upon release by Seller of approved bills of material to manufacturing for assembly. Milestone 3: 40% of price upon shipment of the Goods by Seller. Milestone 4: remaining 10% upon receipt of shipment. Seller reserves the right to designate additional Milestones where the Agreement provides for Services in excess of \$40,000.

10. **BUYER SUPPLIED DATA:** To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data or information supplied by Buyer to Seller in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.

11. **GENERAL PROVISIONS:** (a) These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. (b) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (c) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (d) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party no more than and shall be commenced within two [2] years after the date of shipment. (e) No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller. (f) No waiver by either party with respect to any breach or default or of any right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. (g) All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. (h) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (i) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Oklahoma. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the State where the Goods involved in such actions were manufactured. (j) **GOODS AND SERVICES PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS.** Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (k) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (l) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.

12. **RETURNS:** Normally, all returns for non-warranty reasons are subject to a restocking fee up to 30%, subject to Cherokee Measurement & Control, LLC. management approval. For all returns shipping must be prepaid, insured and bearing a Return Material Authorization (RMA) number on the shipping label and/or container. Any shipping charges incurred when returning product to Cherokee Measurement & Control, Inc. are the responsibility of the customer. Returns cannot be accepted without an RMA number. Returned products must be undamaged, clean, and in otherwise new condition with all original materials i.e. original packaging, manuals and accessories, and must be accompanied by the original invoice. Any electrical components that have been opened and the seal broken on the packaging may not be returned.

Northern Natural Gas Operating Guidelines
Biomethane Receipts
UPDATE 11/24

GENERAL

Pursuant to Section 44 of the General Terms and Conditions of Northern Natural Gas' ("Northern") Federal Energy Regulatory Commission Gas Tariff, all gas to be received into the Northern pipeline system shall conform to the Specifications listed in the Tariff. Specification 44(a) states the "gas shall be commercially free from objectionable odors, solid matter, dust, gums and gum forming constituents, or any other substance, which might interfere with the merchantability of the gas, or cause injury to or interference with proper operation of the lines, meters, regulators, or other appliances through which it flows." Accordingly, the following operational procedure provides actions required for the acceptance of biomethane gas into Northern's system and the actions required when biomethane gas receipts ("Receipt Gas") exceed certain levels of constituents, listed in the Tables 1 and 2 below, that would render the gas unmerchantable. The constituents are dependent upon the source of the biogas. The two distinct sources are: (1) landfills, wastewater treatment (WWT) sludge anaerobic digestion (AD), municipal organic waste AD, industrial-grade food waste (IGFW) AD, and all mixed organic waste AD projects (many trace constituents), and (2) dairy/feedlot manure (live animal manure, LAM) only (few trace constituents.) All sources will be considered for appropriateness to the programs. Receipt of biomethane from an unknown source is prohibited.

REQUIREMENTS

For the purposes of this Operating Guidelines Document, Renewable Natural Gas (RNG) is defined as biomethane only. Biomethane is extracted from raw biogas. Biogas is produced through the microbial degradation of organic compounds and consists of methane, inert gases, sulfur compounds and a wide variety of trace constituents. Biogas must be "cleaned" or "upgraded" through processing or "conditioning" to produce a gas which may be safely introduced to the pipeline network. The Operator of the biogas upgrading facility ("Receipt Point Operator" or "Operator") shall demonstrate, before gas flow starts or resumes into Northern's pipeline system, that the Receipt Gas is merchantable and meets the gas quality specifications required by Northern's Specification and the applicable constituent levels shown in Attachments 1 and 2 (*Northern Natural Gas Renewable Natural Gas (Biomethane): Pipeline Quality Specification*, and, *Northern Natural Gas RNG Quality Parameters (Biomethane) with Testing Methodology*) by providing test results from 1) on-site, real-time, appropriate analytical instrumentation (for major components), and, 2) test results ("Acceptable Test") from a third-party analytical laboratory approved by Northern ("Approved Laboratory") for trace constituents, following the schedules in Attachments 3 and 4 (*Northern Natural Gas RNG (Biomethane) Plant Start-Up, Verification and Monitoring Program Guidelines for Injection to the Natural Gas Pipeline*). The Receipt Point Operator shall be responsible for costs associated with all required Receipt Point Operator installed on-site analytical instrumentation, and field sampling/laboratory testing for the program as set forth herein.

The Receipt Point Operator will install gas monitoring equipment after the gas conditioning unit to continuously monitor gas quality. The Receipt Point Operator will not use Northern's real-time analytical instrumentation for gas quality confirmation. The Receipt Point Operator will release data from on-site, real-time analysis upon request and throughout the Verification Period. The Receipt Point Operator will provide Northern with at least forty-eight (48) hours' notice of planned field sampling

events and allow Northern the option of witnessing any Receipt Gas sample collection. All gas sampling must be performed by a qualified, experienced sampling team, and all samples must be sent to Approved Laboratories unless otherwise approved by Northern in writing.

All test results will be shared with Northern within five (5) calendar days of the laboratory test results being received by the Receipt Point Operator.

Northern will install gas monitoring equipment at the receipt meter station to *continuously monitor* the gas quality of the Receipt Gas. Receipt Gas will also be tested through field sampling and laboratory analysis. A schedule of sampling events has been included in these Operating Guidelines. If results of field sampling for trace constituents indicates that the Receipt Gas is not merchantable, Northern may require the Receipt Point Operator, at the Receipt Point Operator's sole cost and expense, to perform additional testing of the Receipt Gas. Events or conditions that trigger additional laboratory analysis include: (1) a significant reading of off-spec biomethane as indicated by the continuous analyzer(s); (2) an expansion of the RNG generation process; (3) an indication of a significant change in the Receipt Gas composition; or (4) addition of a new biomass source.

Sampling methods and analytical test methods may be modified or changed over time, based upon updates in test methods and instrumentation. Proposed alternative test methods, especially for trace constituents, must be approved by Northern. Northern reserves the right to modify the program based upon results of sampling. Northern reserves the right to modify/waiver requirements of the program based upon specific conditions of the project.

Allowable concentration limits for each of the biomethane gas constituents to be tested are shown in Attachment 1, Table 1 and Table 2. Blending of Receipt Gas (Attachment 1) with natural gas supplies prior to analytical testing is strictly prohibited. Test methods for all on-site and laboratory testing are included in Attachment 2.

The Receipt Point Operator will immediately notify Northern prior to changing or augmenting the Receipt Gas source, or the type of equipment used to make the Receipt Gas merchantable. At Northern's sole discretion, a change in biomass source or type of upgrading equipment could result in the testing protocol restarting for that type of biogas source.

Northern prohibits Receipt Gas from a landfill containing hazardous waste, as defined in 40 CFR, part 261.3, from being delivered into its pipeline system. Development of landfills shall be limited to fully and currently permitted RCRA Subtitle D landfills only.

The Operator of a receipt point shall not knowingly supply or cause to supply biomethane from a landfill containing hazardous waste. The Operator of a landfill receipt point has the responsibility to disclose whether the landfill is a site of hazardous waste, has ever been a site of hazardous waste, contains hazardous waste, or has ever accepted hazardous waste. The Operator of the landfill receipt point shall demonstrate verification from an approved third-party environmental company that the biomethane does not originate from hazardous waste before gas flows into Northern's pipeline system.

The Operator of a landfill receipt point with any source of merchantable biomethane will be required to provide documentation in the form of an environmental due diligence assessment (Phase I Environmental Site Assessment/ESA) *prior* to the execution of an interconnect agreement. The cost of the Assessment/ESA is to be paid by the Receipt Point Operator.

A. Biomethane Testing Protocol for Landfills, Wastewater Treatment Sludge AD, Municipal Waste AD, and Industrial-Grade Food Waste AD, and Mixed Organic Waste AD Biogas Sources

The Receipt Point Operator shall demonstrate, before gas flow starts or resumes into Northern's pipeline system, that the Receipt Gas is merchantable and meets the Northern gas quality specifications by providing results from on-site analytical instrumentation and test results from a qualified analytical laboratory approved by Northern (Approved Laboratory).

1. *Verification Period – Gas is Not Delivered to the Pipeline*

Prior to the initial delivery of Receipt Gas into Northern's pipeline, the Receipt Point Operator shall operate their installed on-site analyzers (real-time instrumentation owned and operated by the Operator, set at 5-minute analysis periods), **over a continuous four (4)-week period**, and provide Northern with results of analyses. In addition, the Operator will provide Northern with **weekly test results for the four (4) week period**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the trace constituents listed in Table 1 below. All on-line, real-time on-site analyzer results and field sample results must be verified by Northern and must demonstrate an acceptable level for each of the constituents listed in Attachment 1/Table 1 before Receipt Gas will be allowed into Northern's system. The Receipt Point Operator must provide four (4) consecutive Acceptable Test results, over the period of 4 weeks, to proceed to the next testing Period. During this Period of testing, the Receipt Point Operator shall make reasonable efforts to produce Receipt Gas continuously, with at least 70% uptime, in order to be compliant. Northern requires 100% uptime for the final week of this Period of testing.

2. *Monitoring Period One – Gas Enters the Pipeline*

After successfully completing the Verification Period, the Receipt Point Operator will enter into Monitoring Period One, during which Northern will verify continuous recordings from their installed on-site analyzers to verify that the Receipt Gas meets Northern's gas quality Specifications. In addition, the Operator will provide Northern with **bi-weekly test results (twice per month) for a period of five (5) months**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the trace constituents listed in Table 1 below, for each of the months of Monitoring Period One. The initial Monitoring Period One test shall occur within the first week of entering the Monitoring Period One. Individual Acceptable Tests during the Monitoring Period One cannot be collected longer than eighteen (18) days from the preceding Acceptable Test.

See Section C.2. for shut-in conditions; review Table 3 for trace constituent shut-in tolerances.

3. *Monitoring Period Two*

After successfully completing the Verification Period and Monitoring Period One, the Operator will enter into Monitoring Period Two, during which Northern will continue to take continuous recordings from its installed on-line analyzers to verify the Receipt Gas meets Northern's gas quality Specifications. In addition, the Operator will provide Northern with **monthly test results for a period of twelve (12) months**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the trace constituents listed in Table 1 below, for each of the months of Monitoring Period Two. The initial Monitoring Period Two test shall occur within the first week of entering the Monitoring Period Two. Individual Acceptable Tests during the Monitoring Period Two cannot be collected longer than forty-five (45) days from the preceding Acceptable Test.

See Section C.2. for shut-in conditions; review Table 3 for trace constituent shut-in tolerances.

4. *Monitoring Period Three*

After successfully completing the Verification Period, Monitoring Period One, and Monitoring Period Two, the Receipt Point Operator will enter into Monitoring Period Three. Northern will continue to take continuous recordings from its installed on-line analyzers to verify the Receipt Gas meets the gas quality specifications in Northern's Specifications. In addition, the Operator will provide Northern with **quarterly (every 3 months) test results**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the constituents listed in Table 1 below, **for as long as the plant is in operation** (Monitoring Period Three). The initial Monitoring Period Three test shall occur within the first month of entering the Monitoring Period Three. Individual Acceptable Tests during the Monitoring Period Three cannot be collected longer than one hundred ten (110) days from the preceding Acceptable Test.

See Section C.2. for shut-in conditions; review Table 3 for trace constituent shut-in tolerances.

Northern reserves the right to test for any and all constituents at any time, without notice to the Receipt Point Operator.

Table 1 – Monitored Constituents for Landfill, Wastewater Treatment Sludge AD, Municipal Organics AD, Industrial Grade Food Waste AD and Mixed Organics AD Biomethane

Northern Natural Gas Renewable Natural Gas Pipeline Quality Specification (Biomethane)			
Parameter	Abbreviation	Tariff Limit (min./max.) or Assigned Value	Unit
Major Components			
Heating Value	HV	950 min.	BTU/scf
Carbon Dioxide	CO2	2.0 max.	% vol.
Oxygen	O2	0.2 max.	% vol.
Total O2+N2+CO2		4.0 max.	% vol.
Hydrogen Sulfide	H2S	0.25 max.	grains/100scf
Total Sulfur	S	20.0 max.	grains/100scf
Water Content	H2O	6.0 max.	lbs./MMscf
Temperature		<120° and >40°	Fahrenheit
Particulate Matter/Objectionable Material		Commercially free of any substance that interferes with the merchantability of the gas	
Trace Constituents			
Ammonia ^{2,3,4}	NH3	0.001 ⁵	% vol.
Hydrogen ^{2,3}	H2	0.1	% vol.
Siloxanes ^{1,4}	Si	0.5	mg Si/m3
Chlorine Total ⁴	Cl	10	mg/m3
Fluorine Total ⁴	F	10	mg/m3
Mercury ^{2,3,4}	Hg	0.08	mg/m3
Arsenic ^{2,3,4}	As	0.19 ⁶	mg/m3
Copper ^{2,3,4}	CU	0.6 ⁷	mg/m3

Footnote References/Conversions

¹CCST Report, June 2018

² Rules 21 + 29 (update), PG&E

³ Rules 30 + 45 (update), SoCal

⁴ CAN-BNQ 3672-100/2023

⁵10 ppmv

⁶0.06 ppmv

⁷0.23 ppmv

B. Biomethane Testing Protocols for Live Animal Manure (LAM) AD Biogas Source

The Receipt Point Operator shall demonstrate, before gas flow starts or resumes into Northern's pipeline system, that the Receipt Gas is merchantable and meets the gas quality specifications required by Northern's Specifications/Tariff by providing results from on-site analytical instrumentation and test results from a reputable analytical laboratory approved by Northern (Approved Laboratory).

1. Verification Period – Gas is Not Delivered to the Pipeline

Prior to the initial delivery of Receipt Gas into Northern's pipeline, the Receipt Point Operator shall operate their continuous on-site analyzers (real-time instrumentation owned and operated by the Operator, set at 5-minute analysis periods), **over a continuous two (2)-week period**, and provide Northern with results of analyses. In addition, the Operator will provide Northern with **weekly test results for the two (2) week period**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the trace constituents listed in Table 2 below. All on-line, real-time, on-site analyzer results and field sample results must be verified by Northern and must demonstrate an acceptable level for each of the constituents listed in Table 2 before Receipt Gas will be allowed into Northern's system. The Receipt Point Operator must provide two (2) consecutive acceptable sets of test results to proceed to the next testing Period.

2. Monitoring Period One – Gas is Delivered to the Pipeline

After successfully completing the Verification Period, the Operator will enter into Monitoring Period One, during which Northern will take continuous recordings from its installed online analyzers, to verify that the Receipt Gas meets Northern's gas quality Specifications. In addition, the Operator will provide Northern with **monthly (once a month)**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the trace constituents listed in Table 2 below, for **each of the months of the 6-month period** (Monitoring Period One). The initial Monitoring Period One test shall occur within the first week of entering Monitoring Period One. Individual Acceptable Tests during the Monitoring Period One cannot be collected longer than forty-five (45) days from the preceding Acceptable Test. The Receipt Point Operator must provide six (6) consecutive monthly Acceptable Test results to proceed to Monitoring Period Two.

See Section C.2. for shut-in conditions; review Table 3 for trace constituent shut-in tolerances.

3. Monitoring Period Two

After successfully completing Monitoring Period One, the Operator will enter into Monitoring Period Two, during which Northern will take continuous recordings from its installed online analyzers, to verify that the Receipt Gas meets Northern's gas quality Specifications. In addition, the Operator will provide Northern with **quarterly (every three months)**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the trace constituents listed in Table 2 below, for **the 12-month period following Monitoring Period One** (Monitoring Period Two). The initial Monitoring Period Two test shall occur within the first month of entering Monitoring Period Two. Individual Acceptable Tests during the Monitoring Period Two cannot be older than one hundred ten (110) days from the preceding Acceptable Test. The Receipt Point Operator must provide four (4)

consecutive quarterly Acceptable Test results to proceed to Monitoring Period Three.

See Section C.2. for shut-in conditions; review Table 3 for trace constituent shut-in tolerances.

4. Monitoring Period Three

After successfully completing the Verification Period, Monitoring Period One, and Monitoring Period Two, the Operator will enter into Monitoring Period Three, during which Northern will continue to take continuous recordings from its installed online analyzers to verify the Receipt Gas meets Northern’s gas quality Specifications. In addition, the Operator will provide Northern with **semi-annual (twice yearly) test results**, from an Approved Laboratory, of triplicate sample analyses (Attachment 2) of the Receipt Gas for the trace constituents listed in Table 2 below, **for as long as the plant is in operation** (Monitoring Period Three). The initial Monitoring Period Three test shall occur within the first quarter of entering the Monitoring Period Three. Individual Acceptable Tests during the Monitoring Period Three cannot be older than two hundred ten (210) days from the preceding Acceptable Test.

See Section C.2. for shut-in conditions; review Table 3 for trace constituent shut-in tolerances.

Table 2 – Constituents for Dairy/Agricultural Waste AD ONLY

Northern Natural Gas Renewable Natural Gas Pipeline Quality Specification (Biomethane)			
Parameter	Abbreviation	Tariff Limit (min./max.) or Assigned Value	Unit
Major Components			
Heating Value	HV	950 min.	BTU/scf
Carbon Dioxide	CO2	2.0 max.	% vol.
Oxygen	O2	0.2 max.	% vol.
Total O2+N2+CO2		4.0 max.	% vol.
Hydrogen Sulfide	H2S	0.25 max.	grains/100scf
Total Sulfur	S	20.0 max.	grains/100scf
Water Content	H2O	6.0 max.	lbs./MMscf
Temperature		<120° and >40°	Fahrenheit
Particulate Matter/Objectionable Material		Commercially free of any substance that interferes with the merchantability of the gas	
Trace Constituents			
Ammonia ^{1,2,3}	NH3	0.001 ⁴	% vol.
Hydrogen ^{1,2}	H2	0.1	% vol.

Footnote References/Conversions

¹ Rules 21 + 29 (update), PG&E

² Rules 30 + 45 (update), SoCal

³ CAN-BNQ 3672-100/2023

⁴10 ppmv

C. Biomethane Receipt Gas Parameters- All Biogas Sources

1. Flow Interruption Testing

If the Receipt Gas flow is idled or stopped for more than sixty (60) consecutive days, the Receipt Point Operator will be required to perform one Acceptable Test of all major components, measured through on-line analytical testing, and the required trace constituents, through laboratory testing, prior to resuming flow. With respect to landfill, wastewater treatment sludge AD, municipal organics AD, industrial-grade food waste AD and mixed organics AD biogas sources, Northern must receive, review, and approve the results for one Acceptable Test prior to allowing the Receipt Gas to flow to the pipeline. Once Receipt Gas is flowing, the testing protocol may resume as normal. For LAM sources of biogas, the Receipt Gas may flow to the pipeline prior to return of laboratory analyses, if continuous readings from the on-line analyzers are approved by Northern. If the flow is idled or stopped for more than one (1) year, the testing protocol will be required to *start over* at the Verification Period set forth above for the biogas source. Acceptable Test results following a short flow interruption shall count toward the regular testing protocol.

If the receipt point flow is idled or stopped due to Receipt Point Operator's equipment, processing, or gas quality issues, Northern may require the Receipt Point Operator, at the Receipt Point Operator's sole cost and expense, to perform additional testing of the Receipt Gas.

2. Out-of-Tolerance Laboratory Results

All Receipt Gas entering the Northern pipeline shall be: 1) continuously monitored for major components through on-line, real-time analysis, and 2) tested for the presence of a set of trace constituents through scheduled, periodic field sampling and off-site laboratory testing. NOTE: If, at a time when reliable on-line instrumentation for accurate measurement of specific trace compounds is available, Northern may elect to install a suitable on-line analyzer. However, *all parameters must always be within the designated analytical boundaries (Attachment 1) despite testing regime*. The shut-in procedures will be discussed in turn:

- On-line, Real-time Monitoring of Receipt Gas – **MAJOR COMPONENTS**

With respect to on-line monitoring and analyses, Receipt Gas will be excluded from entering Northern's system ("shut-in" conditions) if any parameter, recorded in real-time, is measured outside of the Specification limits (Attachment 1) for a period of testing which includes **three consecutive test periods**, as recorded by Northern's instrumentation. For the purposes of determining shut-in, all on-line parameters will be recorded at the same (or as close to the same) interval as the GC reading. For example, using a GC which records measurements at five (5) minute intervals, off-specification Receipt Gas would potentially be shut-in after a total of three (3) consecutive readings or ten (10) minutes (time zero, 5 minutes and 10 minutes). Readings from Northern's on-line instrumentation will be used to determine shut-in requirements of Receipt Gas. The Receipt Point Operator shall be proactive in preventing off-specification Receipt Gas from entering the pipe which connects to the Northern system, in order to prevent shut-ins. The Receipt Point Operator is required to maintain their own automatic shut off/ diversion protocols, including use of flares, etc. Design of shut-in recirculation loops and pipeline evacuation schemes should be considered.

The Receipt Point Operator shall operate and maintain analytical equipment in accordance with good industry practice.

If parameters within the major components profile do not comply with Receipt Gas Specifications, where on-line, real-time monitoring is occurring on a continuous basis, then Receipt Gas will be shut-in (see language above) until Receipt Gas production plant issues have been rectified. When the problem has been mitigated, the Receipt Gas will again be monitored continuously. The Receipt Point Operator must have a plan for management of gas which does not meet the Receipt Gas Specifications. Receipt Gas outside the Receipt Gas Specifications cannot be blended or otherwise delivered to Northern's system. After a shut-in, and once the gas quality issue is resolved, Northern personnel will use commercially reasonable efforts to respond, at Receipt Point Operator's expense, during normal business hours to manually intervene to allow gas receipts to resume. Northern shall have no obligation to allow a resumption of the gas flow until the Receipt Point Operator has implemented corrective measures to bring Receipt Gas in line with the Receipt Gas Specifications.

- Field Sampling and Laboratory Testing – **TRACE CONSTITUENTS**

With respect to testing for trace constituents, field sampling and laboratory testing of Receipt Gas is necessary (on-line, real-time monitoring is not possible); the following protocol shall be executed. The stated analytical sampling methods and laboratory testing methods shall be used (see Attachment 2).

If the testing laboratory has returned results with analytical values outside the required Specification limits, the Receipt Point Operator will immediately assess the Receipt Gas production facility. Refer to Table 3, below, for Specification Limits and Immediate Shut-in Limit Values:

- a. If the value for any trace constituent is above the Specification Limit (Attachment 1) but **below** the Immediate Shut-in Limit, the Receipt Gas will be immediately resampled/tested for that parameter (in triplicate) and Receipt Gas will not be shut in. Laboratory testing of samples will be expedited. The Receipt Point Operator will make adjustments so that Receipt Gas quality is in line with the required Specification Limit. If, upon receipt of the second round of testing, the Receipt Gas does not meet the Specification limit, shut-in will occur until the production process has been corrected and the Receipt Gas quality is verified. Receipt Gas will be allowed to flow to the Northern pipeline *once the resulting value from the laboratory testing for the trace constituent meets the Specification Limit*.
- b. If a value for any trace constituent is **above** the Immediate Shut-In Limit, the Receipt Gas will be immediately shut in. The Receipt Point Operator shall make adjustments to meet the Specification Limit; Receipt Gas will be resampled (in triplicate) and results of testing will be expedited. Receipt Gas will be allowed to flow to the Northern pipeline *once the resulting value from laboratory testing for the trace constituent meets the Specification Limit*.
- c. **However, under either scenario listed above (#1 or #2), the out-of-specification parameter will return to a more stringent level of testing (previous Monitoring Period) for that trace constituent only.**

Table 3 – Northern Natural Biomethane Trace Constituent Limits

PARAMETER	SPECIFICATION LIMIT*	IMMEDIATE SHUT-IN LIMIT	UNIT
Ammonia	0.001	0.003	% vol.
Hydrogen	0.1	0.1	% vol.
Siloxanes	0.5	1.0	mg Si/m3
Chlorine Total	10	25	mg/m3
Fluorine Total	10	25	mg/m3
Mercury	0.08	0.2	mg/m3
Arsenic	0.19	0.48	mg/m3
Copper	0.6	3.0	mg/m3

* This is the limit which biomethane Receipt Gas is required to meet consistently. Design of the conditioning unit is based on this value and consistent performance is expected at this level.

For all instances (on-line testing and laboratory testing), when Receipt Gas is shut-in from the Northern pipeline, the Receipt Point Operator shall promptly deliver to Northern a detailed report describing the cause of the out-of-specification parameter, steps which rectified the situation, and an upgraded process/operation/maintenance plan to ensure that the situation does not occur again. Modifications to the Verification and Monitoring requirements are at the discretion of Northern.

Attachments 3 and 4 show the constituents, test method, and test frequency for each Monitoring Period, for each biogas source.

3. Plant Start-Up Requirements – All Receipt Gas

Prior to actual delivery of the Receipt Gas and prior to the Verification Period testing, a Plant Start-Up document shall be produced. This Period applies to all biogas sources. The Receipt Point Operator shall prepare and deliver to Northern a *Biomethane RNG Plant Operation Document*, comprised of the following, at a minimum:

1. A detailed list of anticipated maintenance procedures which necessitate planned Plant shutdown, even for a very short period of time.
2. A detailed description of contingency plans for Plant disruptions, including key contact personnel, phone numbers and chains of command.
3. A listing of all gas analysis equipment and analysis cycles (time between analyses). Specifics pertaining to inspections, calibration, and adjustments to the equipment on a regular basis shall be included.
4. Details of the remote transmittal of biomethane quality data/flow data to Northern.
5. A detailed emergency plan, in case of system failure, fire, etc.
6. Details of the remote gas shut-in system (including process plan, schematics).
7. Details of the gas metering equipment.
8. Details of Maximum Allowable Operating Pressure – Over Pressure Protection equipment.
9. Process/plan for purging of off-specification gas from line upstream of the receipt point into Northern’s pipeline.
10. Other details as requested by Northern specific to the site.

Receipt Gas produced during this Period *does not enter the pipeline*. This Period allows the Receipt Point Operator the flexibility to fully assess the Plant and modify engineering, equipment, etc. to meet the demands of the overall project. The length of time for this Period is variable and depends upon the ability of the Operator to yield Receipt Gas which reliably meets the requirements for gas quality and provide the comprehensive above-mentioned documentation to Northern.

D. Miscellaneous

- Northern reserves the right to test for any and all constituents at any time, without notice to the Receipt Point Operator.
- Northern shall have the right to share test results provided by the Receipt Point Operator with appropriate interested parties downstream of the Receipt Point and potential shippers.
- These guidelines will be included by reference in any Interconnect and Operating Agreement for a biomethane Receipt Point. These guidelines may be revised from time-to-time at Northern's sole discretion.
- At no time and at no point in the gas cleanup process is natural gas to be co-mingled with the biomethane Receipt Gas in order to dilute or enhance the quality of the final product to be added to the pipeline.
- If the biomass source changes or other sources of biomass are added to the AD system, the gas must be thoroughly tested for the presence of additional trace constituents. The Verification and Monitoring Program designed for LAM biogas is never to be used for other sources of biogas which may possess compromised biomass.
- Bacteria is categorized as a "particulate matter." Therefore, it falls under the category of "Objectionable Material". An industrial-grade, in-line filter is required to be installed by the Receipt Point Operator for filtration (0.3-micron pore size or less preferred), as is typical in natural gas operations. To monitor total corrosion, an Extended Analysis/Electron Microscope Corrosion Coupon may be installed by Northern. Testing for bacterial counts is not required.
- Northern reserves the right to alter the monitoring program, depending upon the success in maintaining a constant and high-quality gas profile over time. This applies to additional projects executed by the same Receipt Point Operator, using the same biogas source.
- Northern reserves the right to test the Receipt Gas at any time for any or all constituents in the Specification, without notice to the Operator. If, at any time, the results from LAM AD testing indicate that there are constituents cited in the landfill, wastewater treatment sludge, municipal organics, industrial-grade food waste and/or mixed organic waste AD requirements, the LAM AD Only program will revert to the more stringent program, with increased testing for all constituents shown in the associated Table 1.



NNG Biomethane Specification

PIPELINE QUALITY SPECIFICATION

Attachment 1

Parameter	Abbreviation	Tariff Limit (min./max.) or Assigned Value	Unit
Major Components			
Heating Value	HV	950 min.	BTU/scf
Carbon Dioxide	CO2	2.0 max.	% vol.
Oxygen	O2	0.2 max.	% vol.
Total O2+N2+CO2		4.0 max.	% vol.
Hydrogen Sulfide	H2S	0.25 max.	grains/100scf
Total Sulfur	S	20.0 max.	grains/100scf
Water Content	H2O	6.0 max.	lbs./MMscf
Temperature		<120° and >40°	Fahrenheit
Particulate Matter/Objectionable Material		Commercially free of any substance that interferes with the merchantability of the gas	
Trace Constituents			
Ammonia ^{2,3,4}	NH3	0.001 ⁵	% vol.
Hydrogen ^{2,3}	H2	0.1	% vol.
Siloxanes ^{1,4}	Si	0.5	mg Si/m3
Chlorine Total ⁴	Cl	10	mg/m3
Fluorine Total ⁴	F	10	mg/m3
Mercury ^{2,3,4}	Hg	0.08	mg/m3
Arsenic ^{2,3,4}	As	0.19 ⁶	mg/m3
Copper ^{2,3,4}	CU	0.6 ⁷	mg/m3

Footnote References/Conversions

¹CCST Report, June 2018

² Rules 21 + 29 (update), PG&E

³ Rules 30 + 45 (update), SoCal

⁴ CAN-BNQ 3672-100/2023

⁵10 ppmv

⁶0.06 ppmv

⁷0.23 ppmv

NNG RNG Quality Parameters

TESTING METHODOLOGY

Attachment 2

NORTHERN NATURAL GAS RNG QUALITY PARAMETERS (BIOMETHANE) WITH TESTING METHODOLOGY*							Testing Required: Biogas Source	
Gas Quality Constituent	Reference	Tariff Limit (max.) or Assigned Value	Field Instrument or Laboratory Instrument*	Analytical Method in the Laboratory*	Sampling Material, Material or Devise for Laboratory Analysis*	Comments	LF, WWT Sludge AD, MOW AD, IGFW AD, Mixed Waste AD***	Live Animal Manure****
MAJOR COMPONENTS- TESTED ONLINE, IN FIELD UNLESS APPROVED OTHERWISE								
High Heating Value (HHV)	Published Tariff	950 BTU/scf	Online Gas Chromatograph - NNat Approved; Calculation	ASTM D3588	N/A	See CCST Report for HHS tolerance - 970 BTU/scf recommended	X	X
Carbon Dioxide (CO2)	Published Tariff	2.0 vol% MAX	Online Gas Chromatograph	ASTM D1945/D1946	Steel Cylinder	Standard Procedure	X	X
Oxygen (O2)	Published Tariff	0.2 vol% MAX	Online Oxygen Analyzer	ASTM D1945/D1946	Steel Cylinder	Standard Procedure	X	X
Total Inerts (CO2+N2+O2)	Published Tariff	4.0 vol% MAX	Online Gas Chromatograph	ASTM D1945/D1946	Steel Cylinder	Standard Procedure, add all inerts	X	X
Hydrogen Sulfide	Published Tariff	.25 grains/100scf MAX	Online H2S Analyzer or Sulfur Analyzer	ASTM D6228/D5504	Sulfinert Steel Cylinder	Standard Procedure	X	X
Total Sulfur Compounds, as sulfur	Published Tariff	20 grains/100scf MAX	Online Sulfur Analyzer	ASTM D6228/D5504	Sulfinert Steel Cylinder	Standard Procedure; Field sampling and laboratory analysis is an option	X	X
Water Content	Published Tariff	6.0 lbs/MMscf	Online Analyzer	ASTM D1142 or ASTM D5454	Continuous Online	Standard Procedure	X	X
Delivery Temperature	Published Tariff	<120° and >40° F.	Online Analyzer	RTD in meter tube thermo well or similar/company preference	Continuous Online	Temperature of the injection gas	X	X
Particulates/Biologicals	Published Tariff	Commerically Free Of...	Filter as per gas company protocol		Filter prior to gas injection	Operator required to install in-line filter (0.3 micron or less) prior to gas introduction; Total corrosion can be monitored by EA/EM in-line coupon	X	X
TRACE CONSTITUENTS - SAMPLES RETRIEVED FROM FIELD, TAKEN TO LAB FOR ANALYSIS								
Ammonia	Ref. 2, 3, 4	0.001 vol% 10 ppmV	AAS/Ion Chromatography	OSHA ID-188 NIOSH 6015 EPA M26	Glass Tubes Glass Tubes Mod. EPA Method 26 (Impingers)	Analytical Method pairs with Sampling Method; EPA Method is impinger method	X	X
Hydrogen	Ref. 2, 3	0.1 Vol %	Gas Chromatography/Thermal Conductivity Detector	ASTM D1945/D1946	Tedlar Bag/Cylinder/Check with your Laboratory	Specific to pipeline integrity	X	X
Siloxanes	Ref. 1, 4	0.5 mg Si/m3	Gas Chromatography/Mass Spectrometry	ASTM D8230-19	Tedlar bag - Analysis within 72 hours; Sample cylinder - check with your laboratory for holding times, options	ASTM recently approved method	X	
Halocarbons - Halogens	Ref. 4	Chlorine: 10 mg/m3 TOTAL Fluorine: 10 mg/m3 TOTAL	Gas Chromatography/Mass Spectrometry	EPA TO-15**	5-L Tedlar Bag; Summa Canisters. Check with laboratory. Impinger method in field: EPA Method 26/26A	Total Cl and F can also be quantified from TO-15 results.	X	
Mercury	Ref. 2, 3, 4	0.08 mg/m3	Atomic Adsorption Spectroscopy	ASTM D5954	Gold Plated Silica Beads		X	
Arsenic	Ref. 2, 3, 4	0.19 mg/m3 or 0.06 ppmv	Atomic Adsorption Spectroscopy/ICAP	EPA Method 29 Modified	EPA Method 29 Impingers		X	
Copper	Ref. 2, 3, 4	0.60 mg/m3 or 0.23 ppmv	Atomic Adsorption Spectroscopy/ICAP	EPA Method 29 Modified	EPA Method 29 Impingers		X	

Specification References

Reference 1 CCST, 2018
 Reference 2 Rules 30 and 45 (updated), SoCal
 Reference 3 Rules 21 and 29 (updated), PG&E
 Reference 4 CAN-BNQ 3672-100/2023

*Sampling methods and analytical testing methods for trace constituents may be updated over time. Alternative methods must be approved by NNat.

**TO-15 with calculation for total chlorine and fluorine, considering molecular weight and % of total compound, unless impinger method is used.

***Landfill, Wastewater Treatment Sludge AD, Mixed Organic Wastes (MOW) ("Green Bin" wastes), Industrial-Grade Food Waste (IGFW), Mixed organics from various sources

****Agricultural waste may be considered for this program, if qualified as "clean"



NNG RNG Plant Start-Up, Verification and Monitoring Program Guidelines for Injection to the Natural Gas Pipeline

LANDFILL, WASTEWATER TREATMENT SLUDGE AD, MUNICIPAL ORGANICS WASTE AD, INDUSTRIAL GRADE FOOD WASTE AD, MIXED ORGANICS AD

Attachment 3

**NORTHERN NATURAL RNG (BIOMETHANE) PLANT START-UP, VERIFICATION and MONITORING PROGRAM GUIDELINES FOR INJECTION TO THE NATURAL GAS PIPELINE GRID:
LANDFILL, WASTEWATER TREATMENT SLUDGE AD, MUNICIPAL ORGANICS WASTE AD, INDUSTRIAL-GRADE FOOD WASTE AD, MIXED ORGANICS AD**

TARIFF - MAJOR COMPONENTS									
PARAMETER and COMPANY APPROVED ON-LINE, CONTINUOUS METHODOLOGY/EQUIPMENT									
	HHV	CARBON DIOXIDE	OXYGEN	TOTAL INERTS (CO ₂ + N ₂ + O ₂)	HYDROGEN SULFIDE	TOTAL SULFUR	MOISTURE CONTENT	DELIVERY TEMP	PARTICULATE/BIOLOGICALS
Tariff Limit or Assigned Value	950 BTU/scf min.	2.0 vol% max.	0.2 vol% max.	4.0 vol% max.	0.25 grains/100scf max	20.0 grains/100scf max	6.0 lb/MMscf max.	40 - 120° F	Commercially Free Of...
Referenced Laboratory Method*	ASTM D3588	ASTM D1945/D1946	ASTM D1945/D1946	ASTM D1945/D1946	ASTM D6228/D5504	ASTM D6228/D5504	ASTM D1142/ASTM D5454	RTD in meter tube thermo well	
Sampling Method*	Online GC*	Online GC*	Online Oxygen Analyzer	Online GC*	Online Analyzer*	Online Analyzer* or Field Sample	Online Analyzer*	Online Analysis*	In-line, industrial filter; 0.3 micron or less, installed by Receipt Point Operator
PLANT START-UP PERIOD RNG Plant Operation Document	Producer Creates								
RNG VERIFICATION PERIOD GAS DOES NOT FLOW TO THE PIPELINE Week 1 - 4 Testing On-Line, Continuous**	Y	Y	Y	Y	Y	Y	Y	Y	Check Filter at Completion
RNG MONITORING PERIODS GAS FLOWS TO PIPE									
MONITORING PERIOD 1 (Month 2 - 6) Continuous	Y	Y	Y	Y	Y	Y	Y	Y	Check/Change Filter at Completion
MONITORING PERIOD 2 (Month 7 - 18) Continuous	Y	Y	Y	Y	Y	Y	Y	Y	Check/Change Filter at Completion
MONITORING PERIOD 3 (Month 19 - Length of Project) Continuous	Y	Y	Y	Y	Y	Y	Y	Y	Change Filter Annually/As Necessary

* Approved Northern Natural instrumentation and methodology only

**Gas does not flow to the pipeline until all testing results have been returned and verified/approved by Northern Natural

Y = Yes

NOTE: All on-line instruments are continuous, always.

NOTES: Events or conditions that trigger addition laboratory analysis include: a significant reading of off-spec RNG as indicated by the continuous analyser(s), an expansion of the RNG generation process, an indication of a significant change in the RNG composition. NOTE THE FOLLOWING IMPORTANT INFORMATION: If any parameter measured through Continuous Testing exceeds the tariff limits or assigned values, for three consecutive readings with on-line instrumentation, immediate shut-in of the RNG will occur. Gas must be flared/diverted until the situation has been rectified and the producer can verify gas quality standards. Sampling methods and analytical test methods may be modified or changed over time, based upon updates in test methods and instrumentation. Proposed alternative test methods, especially for trace constituents, must be approved by Northern Natural. Northern Natural reserves the right to modify this program based upon testing results.

**NORTHERN NATURAL RNG (BIOMETHANE) PLANT START-UP, VERIFICATION and MONITORING PROGRAM GUIDELINES FOR INJECTION TO THE NATURAL GAS PIPELINE GRID:
LANDFILL, WWT TREATMENT SLUDGE AD, MUNICIPAL ORGANIC WASTE AD, INDUSTRIAL-GRADE FOOD WASTE AD, MIXED ORGANICS AD**

TRACE CONSTITUENTS								
PARAMETER and TESTING BY THIRD PARTY LABORATORIES								
	HYDROGEN	AMMONIA	SILOXANES	CHLORINE: TOTAL	FLUORINE: TOTAL	MERCURY	ARSENIC	COPPER
Assigned Value	0.10%	0.001% - 10 ppm	0.5 mg Si/m3	10 mg/m3	10 mg/m3	0.08 mg/m3	0.19 mg/m3 or 0.06 ppmv	0.60 mg/m3 or 0.23 ppmv
Referenced Laboratory Method*	ASTM D1945/D1946	OSHA ID-188; NIOSH 6015/6016; EPA Method 26 (Mod)	ASTM D8230-19	EPA TO-15	EPA TO-15	ASTM D5954	EPA Method 29	EPA Method 29
Sampling Method*	Steel Cylinder	Glass Tubes or EPA Method 26 (Mod)	ASTM D8230	Check with Lab	Check with Lab	Gold Pated Silica Beads	EPA Method 29 Mod.	EPA Method 29 Mod.
PLANT START-UP PERIOD RNG Plant Operation Document	PRODUCER CREATES							
RNG VERIFICATION PERIOD GAS DOES NOT FLOW TO THE PIPELINE								
WEEK 1-4 Testing: Sample ONCE A WEEK, same day of the week, over 4 weeks ** (4 Test Sets Consistently Meeting Specification)***	4	4	4	4	4	4	4	4
RNG MONITORING PERIODS GAS FLOWS TO PIPE								
MONITORING PERIOD 1 (Month 2 - 6) Bi-Weekly (Total Count for 5 months) - Same week during each Month (first, second, third, etc.)**	10	10	10	10	10	10	10	10
MONITORING PERIOD 2 (Month 7 - 18) Monthly (Every Month, for 12 Months)****	12	12	12	12	12	12	12	12
MONITORING PERIOD 3 (Month 19 - Length of Project) Quarterly (Every 3 Months, for Length of Project)****	4 per year	4 per year	4 per year	4 per year	4 per year	4 per year	4 per year	4 per year

* Approved Northern Natural methodology only
 ** Samples to be taken on MONDAY, TUESDAY or WEDNESDAY for overnight shipment to the laboratory.
 *** Gas does not flow to the pipeline until all testing results have been returned and verified/approved by Northern Natural.
 **** Sample events shall be regular, separated equally through the test period; see Operating Guidelines.

NOTES: Events or conditions that trigger additional laboratory analysis include: a significant reading of off-spec RNG as indicated by the continuous analyser(s), an expansion of the RNG generation process, an indication of a significant change in the RNG composition, addition of a new biomass source, others. Sampling methods and analytical test methods may be modified or changed over time, based upon updates in test methods and instrumentation. Proposed alternative test methods, especially for trace constituents, must be approved by Northern Natural. Northern Natural reserves the right to modify this program, based on results of testing over time. Northern Natural reserves the right to update laboratory methodologies, as newer, more accurate, less expensive approved approaches become available.



NNG RNG Plant Start-Up, Verification and Monitoring Program Guidelines for Injection to the Natural Gas Pipeline

LAM ONLY
Attachment 4

**NORTHERN NATURAL RNG (BIOMETHANE) PLANT START-UP, VERIFICATION and MONITORING PROGRAM GUIDELINES FOR INJECTION TO THE NATURAL GAS PIPELINE GRID:
LAM ONLY**

TARIFF - MAJOR COMPONENTS									
PARAMETER and COMPANY APPROVED ON-LINE, CONTINUOUS METHODOLOGY/EQUIPMENT									
	HHV	CARBON DIOXIDE	OXYGEN	TOTAL INERTS (CO ₂ + N ₂ + O ₂)	HYDROGEN SULFIDE	TOTAL SULFUR	MOISTURE CONTENT	DELIVERY TEMP	PARTICULATE/BIOLOGICALS
Tariff Limit or Assigned Value	950 BTU/scf min.	2.0 vol% max.	0.2 vol% max.	4.0 vol% max.	0.25 grains/100scf max.	20.0 grains/100scf max.	6.0 lb/MMscf max.	40 - 120° F	Commercially Free Of...
Referenced Laboratory Method*	ASTM D3588	ASTM D1945/D1946	ASTM D1945/D1946	ASTM D1945/D1946	ASTM D6228/D5504	ASTM D6228/D5504	ASTM D1142/ASTM D5454	RTD in meter tube thermo well	
Sampling Method*	Online GC*	Online GC*	Online Oxygen Analyzer*	Online GC*	Online Analyzer*	Online Analyzer* or Field Sample	Online Analyzer*	Online Analysis*	In-line, industrial filter, 0.3 micron or less, installed by Receipt Point Operator
PLANT START-UP PERIOD RNG Plant Operation Document	Producer Creates								
RNG VERIFICATION PERIOD GAS DOES NOT FLOW TO THE PIPELINE Week 1 - 2 Testing On-Line, Continuous**	Y	Y	Y	Y	Y	Y	Y	Y	Check Filter at Completion
RNG MONITORING PERIODS GAS FLOWS TO PIPE									
MONITORING PERIOD 1 (Month 1 - 6) Continuous	Y	Y	Y	Y	Y	Y	Y	Y	Check/Change Filter at Completion
MONITORING PERIOD 2 (Month 7 - 18) Continuous	Y	Y	Y	Y	Y	Y	Y	Y	Check/Change Filter at Completion
MONITORING PERIOD 3 (Month 19 - Length of Project) Continuous	Y	Y	Y	Y	Y	Y	Y	Y	Change Filter Annually/As Necessary

* Approved Northern Natural instrumentation and methodology only
 **Gas does not flow to the pipeline until all testing results have been returned and verified/approved by Northern Natural
 Y = Yes
 NOTE: All on-line instruments are continuous, always.

NOTES: Events or conditions that trigger additional laboratory analysis include: a significant reading of off-spec RNG as indicated by the continuous analyser(s), an expansion of the RNG generation process, an indication of a significant change in the RNG composition.
 NOTE THE FOLLOWING IMPORTANT INFORMATION: If any parameter measured through Continuous Testing exceeds the tariff limits or assigned values, for three consecutive readings with on-line instrumentation, immediate shut-in of the RNG will occur. Gas must be flared/diverted until the situation has been rectified and the producer can verify gas quality standards. Sampling methods and analytical test methods may be modified or changed over time, based upon updates in test methods and instrumentation. Proposed alternative test methods, especially for trace constituents, must be approved by Northern Natural. Northern Natural reserves the right to modify this program based upon testing results.



NORTHERN NATURAL RNG (BIOMETHANE) PLANT START-UP, VERIFICATION and MONITORING PROGRAM GUIDELINES
FOR INJECTION TO THE NATURAL GAS PIPELINE GRID:

LAM ONLY

TRACE CONSTITUENTS		
PARAMETER and TESTING BY THIRD PARTY LABORATORIES		
	HYDROGEN	AMMONIA
Assigned Value	0.10%	0.001% - 10 ppm
Referenced Laboratory Method*	ASTM D1945/D1946	OSHA ID-188; NIOSH 6015/6016; EPA Method 26 (Mod)
Sampling Method*	Steel Cylinder	Glass Tubes or EPA Method 26 (Mod)
PLANT START-UP PERIOD RNG Plant Operation Document	PRODUCER CREATES	
RNG VERIFICATION PERIOD GAS DOES NOT FLOW TO THE PIPELINE		
WEEK 1-2 Testing: Sample ONCE A WEEK, same day of the week, over 2 weeks ** (2 Test Sets Consistently Meeting Specification)***	2	2
RNG MONITORING PERIODS GAS FLOWS TO PIPE		
MONITORING PERIOD 1 (Month 1 - 6) Monthly (Total Count for 6 months) - Same week during each Month (first, second, third, etc.)**	6	6
MONITORING PERIOD 2 (Month 7 - 18) Quarterly (Every 3 Months, for 12 Months)****	4	4
MONITORING PERIOD 3 (Month 19 - Length of Project) Twice a Year (Every 6 Months, for Length of Project)****	2 per year	2 per year

* Approved Northern Natural methodology only

** Samples to be taken on MONDAY, TUESDAY or WEDNESDAY for overnight shipment to the laboratory.

*** Gas does not flow to the pipeline until all testing results have been returned and verified/approved by Northern Natural.

**** Sample events shall be regular, separated equally through the test period, see Operating Guidelines.

NOTES: Events or conditions that trigger additional laboratory analysis include: a significant reading of off-spec RNG as indicated by the continuous analyser(s), an expansion of the RNG generation process, an indication of a significant change in the RNG composition, addition of a new biomass source, others. Sampling methods and analytical test methods may be modified or changed over time, based upon updates in test methods and instrumentation. Proposed alternative test methods, especially for trace constituents, must be approved by Northern Natural. Northern Natural reserves the right to modify this program, based on results of testing over time.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: September 15, 2025

Subject: Approve Quote for Purchase of Bubbler Panels for a Bubbler System for the Four Wet Wells on the Expansion of the S. WWTP – SS 2101

Agenda Item: New Business

Purpose: Approve the quote for Bubbler Panels for a bubbler system for the wet wells of the new lift stations.

Recommendation: Approve quote from Shelly Electric for the purchase of four Bubbler Panels for the wet wells of the new wet wells in the amount of \$150,034.00.

Background:

Due to the characteristics of sanitary sewer flow, the traditional float system is not working to control the water level, i.e. operation of the pumps, in the wet wells. The hanging cables/wires of the float system get tangled and covered with debris which hold the floats down. This makes the controllers believe the wet wells are empty when they can be above the high-water mark. Staff must monitor the wet well levels closely to prevent surcharges and spills from happening.

The bubbler system will control the pumps by means of pressure from the air tube that extends below the waterline. The more pressure in the tube, the higher the water level. This system will work more efficiently for our sanitary sewer flow and wet wells. We need to order the electrical components as soon as possible because there is an eighteen-week lead time for the bubbler panels.

Installation of the conduit and tubing for the bubbler system will be presented at a later date.

Change Order Total to date - \$10,903,719.18 (\$3,647,169.32 excluding CO #1)

City Commission Options:

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

Financial Considerations: This quote would be added to the SRF Loan.

Amount \$: \$150,034.00 added to SRF Loan. WWTP was budgeted at \$62 Million we are currently at \$58.8 Million.

Fund:

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: This Quote will be added to the UCI's GMP Contract.

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

Attachments: Quote Sheet

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Shelley Electric, Inc.

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

September 3, 2025

Mr. Walter Marcotte
UCI
VP-Estimating
WMarcotte@ucict.com

(316) 265-9506

Dodge City WWTP – Bubbler Panels

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

Base Bid: \$ 150,034.00

Scope of work:

- Includes providing a new Bubbler Panel in the Primary Lift Station, the Hilmar Lift Station, Intermediate Lift Station, and the Sidestream Pump Station.
- Includes providing connection to SCADA system by Pedrotti.
- Includes installing panels provided by Pedrotti. See attachment for the panel quote.
- Includes 120V power to each panel.
- **Excludes Installing the tubing from the control panels to the wet wells.**
- Excludes SALES TAX.

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

Respectfully Submitted,
SHELLEY ELECTRIC, INC.

Curtis Mitchell
VP-Estimating

APPROVED:

CITY OF DODGE CITY

SHELLEY ELECTRIC, INC.

Change Order #011 Bubbler Panel REVISION #1
PRICING SUMMARY

Description: Bubbler Panels

I	MATERIAL				
	A. Per Extend Sheet			\$	11,363.65
	B. Quoted Items			\$	-
	C. Subcontractor	Pedrotti		\$	88,807.00
				\$	-
				\$	-
	TOTAL MATERIAL COSTS				\$100,170.65
II	LABOR COSTS	HOURS	RATE		
	A. Journeyman	188	\$ 38.34	\$	7,207.92
	Journeyman O.T.	0	\$ 57.51	\$	-
	Foreman (16% of JW)	30.08	\$ 42.17	\$	1,268.59
	Foreman O.T.	0	\$ 63.26	\$	-
	Gen Foreman	0	\$ 46.01	\$	-
	Gen Foreman O.T.	0	\$ 69.01	\$	-
	B. Burden %	75%			\$6,357.39
	TOTAL LABOR COSTS				\$ 14,833.90
	TOTAL DAYS ADDED TO THE PROJECT:				27.3
III	EQUIPMENT COSTS				
	A. Small Tools (4.5% of Labor Cost			\$	667.53
	B. Rental Equipment				
	C. Transportation Costs (6% of materials			\$	681.82
	D. Storage Costs (3.5%) of materials			\$	-
	TOTAL EQUIPMENT COSTS				\$ 1,349.34
IV	JOB COSTS EXPENSES				
	A. Offsite storage & Pre-fab				
	B. Bonds, Security, Project Insurance			\$	1,150.05
	C. Permits, Fees			\$	-
	D. Safety Equipment (2%) of Labor Costs			\$	296.68
	E. Freight (3%) of quoted items			\$	-
	F. Mobilize/Demobilize			\$	-
	G. Document Controls			\$	1,150.05
	H. Warranty			\$	575.02
	I. Technology			\$	-
	J. Per Diem (\$125 per day)			\$	3,412.50
					\$ 6,584.29
V	TOTAL PRIME COST				\$122,938.19
VI	OVERHEAD @ 13%				\$ 15,981.96
VII	TOTAL NET COSTS				\$138,920.15
VIII	SUBTOTAL				\$ 138,920.15
IX	PROFIT @ 8%				\$ 11,113.61
X	SALES TAX PERCENTAGE	7.50%			\$ -
XI	TOTAL AND SELL PRICE FOR DIRECT COSTS				\$ 150,034.00
	PREPARATION FEE	HOURS	RATE		
		0	\$ 125.00	\$	-
	TOTAL CHANGE TO CONTRACT				\$ 150,034.00
	TOTAL DAYS ADDED TO THE CONTRACT				27.3

Item #	Item Name	Quantity	Bid Price	Ext Bid Price	Labor *	Ext Labor * CCode	% Ext Price	% Ext Hours
Combined->Combined->Combined->Combined->Combined				\$11,363.65		187.61	100.00%	100.00%
Branch Rough				\$2,492.24		35.38	21.93%	18.86%
2098	3/4 GRC	198.01	\$391.63 C	\$775.46	6.00 C	11.88 cb	6.82%	6.33%
2134	3/4 GRC 90 ELBOW	12.00	\$2,480.94 C	\$297.71	0.40 E	4.80 cb	2.62%	2.56%
2341	3/4 GRC COUPLING	12.00	\$365.10 C	\$43.81	6.00 C	0.72 cb	0.39%	0.38%
3819	3/4 GRC LB BODY	4.00	\$18.04 E	\$72.14	0.65 E	2.60 cb	0.63%	1.39%
3831	3/4 GRC T BODY	4.00	\$22.59 E	\$90.36	1.00 E	4.00 cb	0.80%	2.13%
4102	3/4 GRC FLAT COVER	8.00	\$9.43 E	\$75.46	0.00 X	0.00 cb	0.66%	0.00%
4111	3/4 COND BODY NEO GASK	8.00	\$5.36 E	\$42.91	0.00 X	0.00 cb	0.38%	0.00%
4591	3/4 LOCKNUT	16.00	\$14.58 C	\$2.33	0.12 E	1.92 cb	0.02%	1.02%
4661	3/4 BUSH PLASTIC	8.00	\$32.00 C	\$2.56	0.12 E	0.96 cb	0.02%	0.51%
4798	3/4 SS MEYERS HUB	8.00	\$100.23 E	\$801.84	0.45 E	3.60 cb	7.06%	1.92%
5309	3/4 GRC CHNL STRAP	36.75	\$336.72 C	\$123.75	3.00 C	1.10 cb	1.09%	0.59%
5468	3/8 X 3 HANGER BOLT	45.43	\$60.78 C	\$27.61	0.00 C	0.00 cb	0.24%	0.00%
25230	3/4 FSC BOX 1 GANG	4.00	\$34.07 E	\$136.29	0.95 E	3.80 cb	1.20%	2.03%
Branch Wire				\$1,481.97		32.46	13.04%	17.30%
11	12 THHN CU STRANDED	1,814.59	\$185.00 M	\$335.70	6.00 M	10.89 wb	2.95%	5.80%
1023	1PR #16 OA SHLD 600VOLT TC CABLE	1,348.56	\$850.00 M	\$1,146.27	16.00 M	21.58 wb	10.09%	11.50%
Feeder Rough				\$4,531.23		46.83	39.87%	24.96%
2100	1 1/4 GRC	267.14	\$1,191.24 C	\$3,182.27	8.00 C	21.37 cf	28.00%	11.39%
2136	1 1/4 GRC 90 ELBOW	12.00	\$3,119.80 C	\$374.38	0.60 E	7.20 cf	3.29%	3.84%
2343	1 1/4 GRC COUPLING	12.00	\$490.80 C	\$58.90	8.00 C	0.96 cf	0.52%	0.51%
3821	1 1/4 GRC LB BODY	4.00	\$43.09 E	\$172.37	1.00 E	4.00 cf	1.52%	2.13%
3833	1 1/4 GRC T BODY	4.00	\$49.74 E	\$198.97	1.50 E	6.00 cf	1.75%	3.20%
4104	1 1/4 - 1 1/2 GRC FLAT COVER	8.00	\$20.17 E	\$161.35	0.00 X	0.00 cf	1.42%	0.00%
4113	1-1/4 CND BDY NEO GASK	8.00	\$9.23 E	\$73.80	0.00 X	0.00 cf	0.65%	0.00%
4788	1 1/4 ALUM MEYERS HUB	8.00	\$1,044.40 C	\$83.55	0.65 E	5.20 cf	0.74%	2.77%
5311	1 1/4 GRC CHNL STRAP	52.39	\$430.68 C	\$225.64	4.00 C	2.10 cf	1.99%	1.12%
Hangers/Anchors				\$2,314.21		45.66	20.37%	24.34%
5440	3/8 ROD COUPLING B-LINE	45.43	\$594.35 C	\$270.00	0.00 C	0.00 ch	2.38%	0.00%
5905	3/8" FLAT STEEL WASHER	90.86	\$2.34 C	\$2.13	0.70 C	0.64 ch	0.02%	0.34%
5914	3/8 LOCK WASHER	45.43	\$0.00 C	\$0.00	0.70 C	0.32 ch	0.00%	0.17%
6065	3/8" SADDLE WASHER	45.43	\$0.00 C	\$0.00	0.70 C	0.32 ch	0.00%	0.17%
6072	3/8" NUT	136.28	\$18.26 C	\$24.88	7.00 C	9.54 ch	0.22%	5.08%
6079	3/8" ALL THREAD	45.43	\$234.65 C	\$106.60	0.00 C	0.00 ch	0.94%	0.00%
6286	1 5/8 UNISTRUT P1000-10GR	22.71	\$751.28 C	\$170.64	12.00 C	2.73 ch	1.50%	1.45%
6431	CHANNEL CUTS - LABOR ONLY	38.71	\$0.00 C	\$0.00	30.00 C	11.61 ch	0.00%	6.19%
6454	1 5/8" SS316 12GA STRUT	40.00	\$1,600.00 C	\$640.00	12.00 C	4.80 ch	5.63%	2.56%
6516	3/8-16 SS DROP-IN ANCHOR	47.52	\$346.26 C	\$164.55	18.00 C	8.55 ch	1.45%	4.56%
6558	3/8"-16 SS 316 CONDUIT BEAM CLAMP	16.00	\$45.83 E	\$733.28	30.00 C	4.80 ch	6.45%	2.56%
6638	3/8-16X6FT SS THRD ROD	16.00	\$8.46 E	\$135.36	0.00 E	0.00 ch	1.19%	0.00%
6742	3/8-16 SS HEX NUT	48.00	\$51.67 C	\$24.80	2.80 C	1.34 ch	0.22%	0.72%
6753	3/8 SS LOCK WASHER	48.00	\$28.37 C	\$13.62	0.70 C	0.34 ch	0.12%	0.18%
6754	1/2 SS LOCK WASHER	48.00	\$54.75 C	\$26.28	0.70 C	0.34 ch	0.23%	0.18%
6764	3/8 SS FLAT WASHER	48.00	\$4.31 C	\$2.07	0.70 C	0.34 ch	0.02%	0.18%
Lugs/Termination/Ground				\$544.00		27.28	4.79%	14.54%
9592	#14 CONTROL TERMINATOR	104.00	\$0.00 X	\$0.00	0.20 E	20.80 sl	0.00%	11.09%
9723	WIRE ID MACHINE CODED SLEEVE	104.00	\$4.00 E	\$416.00	0.05 E	5.20 sl	3.66%	2.77%
9724	WIRE ID PHASE TAPE - PER PHASE	64.00	\$2.00 E	\$128.00	0.02 E	1.28 sl	1.13%	0.68%
Panels/Loadcenters				\$0.00		0.00	0.00%	0.00%
100128	BUBBLER PANEL	4.00	\$0.00 Q	\$0.00	0.00 X	0.00 sp	0.00%	0.00%
				\$11,363.65		187.61	100.00%	100.00%



September 3, 2025

Quote No. 2960.R3
Valid for 60 days

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

RE: Dodge City KS WWTP - Bubbler Panels

Dear Curtis:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you the following proposal for the project referenced above.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	3	Custom Bubbler System Panels; Primary, Hilmar LS, Side Stream <ul style="list-style-type: none">• Includes:• Painted Steel NEMA 4 Enclosure, 36x30x12 (HxWxD")• QNTY (1) [SE] IDP10S Differential Pressure Transmitter• Filter/Regulator, Local Indicator, Dual Compressors• ¼" Female NPT fitting for dip tube connection
B.	1	Custom Bubbler System Panels, Intermediate LS <ul style="list-style-type: none">• Includes:• Painted Steel NEMA 4 Enclosure, 36x36x12 (HxWxD")• QNTY (2) [SE] IDP10S Differential Pressure Transmitter• Filter/Regulators, Local Indicators, Dual Compressors• ¼" Female NPT fitting for dip tube connections
C.	LOT	Startup, Programming, Testing, and Documentation

TOTAL PRICE FOR ITEMS: \$ 88,807.00**

****Clarifications/Exclusions:**

1. Pricing is exclusive of taxes, fees, bonds, tariffs, and licenses unless noted above.
2. Terms: Net 30 days
3. FOB Factory. **Freight included.**
4. Pricing excludes installation, conduit, and wiring.
5. Price escalation due to tariffs is excluded. If any new tariffs, duties or government-imposed costs are enacted, or if existing ones are modified, R. E. Pedrotti Co. Inc. reserves the right to adjust prices accordingly to reflect increased costs.

Thank you for this opportunity and if you have any questions or comments, please do not hesitate to call.

Sincerely,
R. E. PEDROTTI COMPANY

A handwritten signature in black ink, appearing to read "Lewis Ohlman". The signature is fluid and cursive, with a large initial "L" and "O".

Lewis Ohlman
lewiso@repedrotti.com
o:913-677-3366 m:913-222-4669



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: September 15, 2025

Subject: Execute the Option to Purchase for 2401 E. Trail St. for Trail St. Reconstruction, ST 2010

Agenda Item: New Business

Purpose: The purpose of this is execute the option to purchase for 2401 E. Trail St. for the reconstruction of Trail St. from Love's Dr. to Kansas Feed's Dr.

Recommendation: Execute the purchase option for 2401 E. Trail St. in the amount of \$475,000 for the reconstruction of Trail St. from Love's Dr. to Kansas Feed's Dr. and approve the Memorandum of Understanding (MOU) with Love's Travel Stop & County Stores, Inc, pending City Attorney review.

Background: The City entered into an option to purchase this property in April of this year. The City is in need of some additional right-of-way (R/W) and temporary construction easement (TCE) off the property for the reconstruction of Trail St. from Love's Dr. to Kansas Feed's Dr. The City has been in discussions with Love's Travel Stop & county Stores, Inc. about acquiring a portion of the property to expand their store parking and amenities. A portion of the lot would also be used for a new roadway to provide access to Love's Travel Stop and future development to the south Love's Travel Stop. The City would sell that portion of the property required by Love's Travel Stop and retain the rest for the new roadway. The City and Love's will enter into a MOU regarding the purchase of the property and construction of the roadway.

The City has paid \$15,000.00 for the purchase option and extension option that will go towards the purchase price.

City Commission Options:

1. Approve Execution of Purchase Option & MOU
2. Reject the Purchase Option & MOU
3. Table for further discussion

Financial Considerations: Purchase Option is for \$475,000. There has been \$15,000.00 paid for the purchase option and extension. The final purchase price will be \$460,000.00 plus closing costs.

Amount \$: 460,000.00 plus closing costs

Funds: 44130300 - 442001

Budgeted Expense Grant Bonds Other

Legal Considerations: Proceed with payment for the property

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

Attachments: 60 Day Option, First Amendment to Option to Purchase, and MOU

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

OPTION TO PURCHASE

For and in consideration of the sum of Five Thousand Dollars and 00/100 Dollars (\$5,000.00) (the "Option Consideration"), MARIA CALEL TZEP, a single person ("Owner"), does hereby give and grant unto CITY OF DODGE CITY ("City"); and together with Owner, collectively, the "Parties" and each a "Party", pursuant to this Option to Purchase (this "Agreement"), the sole and exclusive option (the "Option") during the period commencing on the date hereof and ending 60 days after the Effective Date (defined below) (the "Option Period") to purchase a fee simple interest of an estimated 2.98 acres of land, more or less, located at 2401 Trail St., Dodge City, Ford County, Kansas depicted on Exhibit "A", attached hereto and made a part hereof, together with all improvements thereon and all of Owner's right, title and interest in and to all easements, rights of way, appurtenances and strips and gores benefitting the same (collectively, the "Property"), by General Warranty Deed (the "Deed").

The Option is irrevocable during the Option Period. Owner and City agree that this Agreement is an option contract and is not an earnest money contract. Time is of the essence in the performance of the covenants contained in this Agreement.

The Option Consideration shall be paid by City to Owner within fifteen (15) days following the latest date beneath each of the Parties' signatures below. The latest date beneath each of the Parties' signature below is hereinafter called the "Effective Date." If either Party fails to fill in the date beneath their signature, the Effective Date shall be the date beneath the other Party's signature.

The purchase price (the "Purchase Price") for the Property to be paid by City to Owner at Closing (as defined below) in the event City exercises the Option is Four Hundred Seventy Five Thousand and 00/100 Dollars (\$475,000.00).

It is understood that the Property has not been surveyed by City, but that City may have the Property surveyed and a metes and bounds description of the Property prepared for use in the Deed and the owner's policy of title insurance issued by the Title Company (as defined below).

The Option may be exercised by written notice to Owner from City at any time within the Option Period. Any notice under this Agreement shall be properly given or made if in writing and delivered via either hand delivery (in which case notice will be deemed given at the time of delivery), deposited with an overnight delivery service (such as Federal Express or UPS) or mailed, certified mail, return receipt requested, postage prepaid (in either case, such notice shall be deemed given on the date it is deposited with such delivery/ mail service), to Owner at the following address: 2401 Trail St., Dodge City, KS 67801, or to City at the following address: 100 Chaffin Rd., Dodge City, KS 67801.

The transaction contemplated by this Agreement will close (the "**Closing**") when the acts and deliveries contemplated in the following two paragraphs are fully completed by the Parties.

In the event the Option is exercised, City and Owner shall agree upon a date, time and place for the Closing (the "**Closing Date**") that is on or before 30 days after the exercise of the Option. If the Parties cannot agree upon a Closing Date, the Closing Date shall be on the 30th day after the exercise of the Option.

This Agreement is entered into with the understanding that if City exercises the Option, Owner will execute and deliver to City on the Closing Date (i) the Deed conveying the Property to City, free and clear of all liens, claims, encumbrances and rights of tenants or parties in possession, and any and all other reasonable documentation required by a reputable title company selected by City (the "**Title Company**") in furtherance of consummating the transactions contemplated by this Agreement.

All taxes and special assessments due on or before the Closing Date shall be paid by Owner. Current general taxes and special assessments shall be prorated between Owner and City as of the Closing Date.

At the Closing, City will pay to Owner the Purchase Price, less the Option Consideration, and Owner shall at the same time deliver to City, at City's sole expense, an owner's policy of title insurance issued by the Title Company insuring indefeasible title to the Property in City, subject only to the standard printed exceptions contained in said policy (other than the standard exceptions for parties in possession and tenants under unrecorded leases), and such other exceptions as are approved in writing by City. At or prior to Closing, Owner shall satisfy all requirements applicable to Owner on Schedule C of the title commitment for such title policy.

The Owner hereby grants to City the right immediately to enter upon and use the Property for the purpose of conducting Phase I and Phase II investigations of the physical and environmental condition of the Property and conducting feasibility studies and such other examinations as City may deem desirable in its sole opinion.

Owner agrees that the payment of the Purchase Price and the performance of the other obligations of City under this Agreement are intended to be and are the entire compensation to Owner for the sale of the Property pursuant to this Agreement. This paragraph shall survive Closing.

Within ten (10) days of the Effective Date, Owner will (i) provide City copies of any written agreements that entitle any person or entity to occupy all or any portion of the Property (whether under agricultural leases or otherwise) and any amendments thereto (collectively the "Leases") and (ii) inform City in writing of any unwritten Leases or other unwritten agreements related to the Property. No earlier than thirty (30) days and no later than five (5) business days

prior to the Closing Date, Owner shall deliver to City a signed writing from the tenants, if any, of the Property terminating any such Lease as of the Closing Date and agreeing to surrender immediate possession of the Property to City at Closing or such later date satisfactory to City without further demand upon the tenant or tenants.

The negotiations of this Agreement have been carried on by the Parties without the intervention of any person which would give rise to any valid claim against either of the Parties hereto for brokerage commission or other like payment. Owner and City shall indemnify and hold harmless the other Party against and from any and all claims for brokerage commission or other like payment arising out of the transactions contemplated by this Agreement and occasioned by the actions of such indemnifying Party. This paragraph shall survive Closing.

If this Option is not exercised or if the Closing does not occur due to City's default hereunder, Owner shall retain the Option Consideration as full and complete satisfaction of all claims against City, it being understood that the right to exercise the Option rests entirely with City and that there is no agreement to purchase the Property unless and until the Option is exercised by City as provided in this Agreement. Owner's sole and exclusive remedy for City's failure to close on the sale of the Property after exercising the Option shall be its right to retain the Option Consideration, and in no event may Owner seek specific performance to compel City to purchase the Property. This paragraph shall survive Closing or the earlier termination of this Agreement.

In the event of a default hereunder by Owner or breach of Owner's representations or warranties herein, City shall be entitled to all rights and remedies against Owner at law or in equity, including, but not limited to, specific performance of this Agreement, and the right to terminate this Agreement and receive a refund of the Option Consideration from Owner. This paragraph shall survive Closing or the earlier termination of this Agreement.

City shall have the right to assign this Agreement and in the event of such assignment, the term "City" wherever used herein shall, as appropriate, be taken to mean the assignee named in such assignment.

This Agreement shall be binding upon Owner and the heirs, administrators, executors, successors and assigns of Owner. This Agreement may be executed in one or more counterparts that when taken together shall constitute one Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas. This Agreement, and any provision herein, shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both Parties have contributed substantially and materially to the preparation of this Agreement. Owner represents and warrants to City that it is fee owner of the Property and has all requisite authority to enter into this Agreement. In the event the individual signing this Agreement does not have the authority to do so, or does not have a fee interest in the Property, such individual shall cause the correct parties to join in and ratify the terms and conditions of this Agreement as Owner hereunder. As used herein "business day" means any day other than a Saturday, Sunday, or holiday recognized by banks. If any deadline or date for performance hereunder falls on a day other than a business day, the deadline or date for performance shall be deemed to be the following business day. This paragraph shall survive Closing or the earlier termination of this Agreement.

The Parties agree the following title company shall act as the "Title Company": High Plains Title, LLC, 107 Gunsmoke St., Dodge City, KS 67801, Main: 620-225-6574

Owner and City agree to execute at or prior to Closing any such additional documents as are necessary to complete the Closing as contemplated in this Agreement. City may record a memorandum of this Agreement in the public records of Ford County, Kansas

[Signature pages follow.]

IN WITNESS WHEREOF, Owner and City have executed this Agreement as of the Effective Date.

Owner:

MARIA CALEL TZEPP

Maria Calel Tzep

Dated: 04-28, 2025

City:

By: Nicholas J. Hernandez
Printed Name: Nicholas J. Hernandez
Title: City Manager
Dated: 4-28, 2025

FIRST AMENDMENT TO OPTION TO PURCHASE

THIS FIRST AMENDMENT TO OPTION TO PURCHASE is made and entered into as of the 16th day of June, 2025, by and between MARIA CALAL TZEP ("Owner"), and CITY OF DODGE CITY ("City"), and amends that certain Option to Purchase dated April 28, 2025, (the "Option Agreement"), granting to City an option to purchase certain real property located in Dodge City, Ford County, Kansas, more particularly described therein (the "Fee Property").

IT IS MUTUALLY AGREED by and between Owner and Optionee as follows:

Section 1. Option Period. The Option Period, as defined in the Option Agreement, is hereby extended for an additional ninety (90) days beyond the original Option Period. In consideration for such extension, and upon execution of this Amendment by both parties, City shall pay to Owner Ten Thousand Dollars and no/100 (\$10,000.00) ("Extension Consideration"). The Extension Consideration shall be nonrefundable except in the event of default by Owner and applicable to the Purchase Price at closing.

Section 2. Amendment Supplemental. This Amendment is supplemental to the Option Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. In the event of any conflict between the terms of this Amendment and the terms of the Option Agreement, the terms of this Amendment shall prevail. Except as expressly provided herein, all of the terms, covenants and conditions contained in the Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Option to Purchase as of the date first above written.

OWNER:

MARIA CALAL TZEP
Maria Calal Tzep

CITY OF DODGE CITY:

Nickolas J. Hernandez
By: Nickolas J. Hernandez
Title: City Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into by and between Love's Travel Stop & County Stores, Inc. ("Love's"), and the City of Dodge City, Kansas (the "City"), (collectively, the "Parties").

The Parties acknowledge that 2401 E. Trail St., Dodge City, Kansas (the "property"), is for sale and the City has executed a 60-day option and a 90-day option extension to purchase the property, which expires on September 25, 2025.

With the purchase of the property, the City would retain ownership of that portion of the property adjacent to Tril St. required for the Trail St. Reconstruction Project, City Project Number ST 2010, as shown on the plans for the reconstruction of Trail St. The Parties acknowledge that the remaining property could be developed and would be mutually beneficial to the parties.

The Parties acknowledge the following conditions to the development of the property.

- The City would exercise the option to purchase the property.
- The City would retain ownership of a Sixty-foot-wide strip along the western boundary of the property for the construction of a new City street.
- Love's would purchase a portion of the remaining property as required for the expansion of the Love's Travel Stop located at 2515 E. Trail St., Dodge City, Kansas from the City, at the same per foot cost the City purchases the property.
- The City would rezone the property from Rural Suburban (RS) to Commercial Highway(C-2).
- The City and Love's will partner on the cost to plat the property, designating the street right-of-way and property for development.
- The City will pay for the cost to construct the new roadway to residential street standards, i.e. 33 foot Back of Curb to Back of Curb wide street with 6" Non-Reinforced Dowel Jointed (NRDJ) Concrete Pavement over a treated Sub-Grade, 30" Curb & Gutter.
- Love's will pay the additional cost to construct the street to City standards for heavy truck traffic, i.e. added width (to be determined by the design engineer), 9" NRDJ Concrete Pavement and pavement markings.
- Love's will be responsible for all costs associated with their expansion improvements.

This Memorandum of Understanding has been entered into and approved by the respective Parties on the dates as set forth below.

Love's Travel Stop & County Stores, Inc.

By: _____

Title: _____

ATTEST:

Dated this ____ day of _____, 2025.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2025.