



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, January 5, 2026

7:00 p.m.

MEETING # 5330

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, December 15, 2025.
2. Approval of Special City Commission Meeting Minutes, December 23, 2025.
3. Approval of Special City Commission Meeting Minutes, December 30, 2025.
4. Appropriation, Ordinance No. 1, January 5, 2026.

ADJOURN SINE DIE

INSTALLATION OF ELECTED CITY COMMISSIONERS (With Oath Ceremony)

ELECTION OF MAYOR AND VICE MAYOR

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of Proposal to provide ground support to GSI for the repair of existing void and ground improvement in and around Anaerobic and Aerobic #4. Report by Ray Slattery, Director of Engineering.
2. Approval of Quote for the Electrical and SCADA System Improvements for the Installation of the New Direct-Fired Thermal Oxidizer. Report by Tanner Rutschman, City Engineer.
3. Approval of the 2026 Dodge City Legislative Policy. Report by City Manager, Nick Hernandez.
4. Approval of 2026 Southwest Kansas Coalition Legislative Policy. Report by City Manager, Nick Hernandez.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, December 15, 2025

6:00 p.m.

CALL TO ORDER

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

- Nick Hernandez, City Manager, spoke on the Star Bond areas and how to expand for future revenues. – Bill Crandall from Copaken Brooks spoke and gave an overview on Star Bond improvements and developments. There was discussion.
- Ray Slattery, Director of Engineering introduces Kurt Rotering of Ollson who is the contractor for the 14th Avenue US 50 Intersection improvements He showed a slide on the studies of the improvements and spoke on the Continuous Flow Intersection recommendation. –

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers
806 N 2nd Avenue
Dodge City, KS
Monday, December 15, 2025
7:00 p.m.

MEETING # 5327

CALL TO ORDER

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

INVOCATION BY Joel Tuche of Church of Nazarene

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Jeff Reinert moved to amend the agenda. Under new business moving item #13 to item #1. Commissioner Chuck Taylor made a motion to accept the amendment. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0

PUBLIC HEARING

Mayor Jeff Reinert opened the public hearing. Mollea Lightner, Assistant Director of Economic Development Dodge City/Ford County Development Corporation spoke on the Community Development Block Grant. There were no public comments. Mayor Reinert closed the public hearing.

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).

A citizen of Dodge City had concerns about a court situation.

Mollea gave update on the 2025 Landbank Board

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 1, 2025
2. Appropriation, Ordinance No.24, December 15, 2025
3. Cereal Malt Beverage License:
 - a. Murphy Oil, Usa, 1907 N. 14th Avenue.
(On file in city clerks' office)
4. Amend the Professional Design Services Agreement to make Roadway Improvements for the Wyatt Earp Blvd. and Underpass Road Intersection in Conjunction with a New Traffic Signal.
5. Approval of Agreement for Concept Level Cost Estimate for 2nd Avenue and Wyatt Earp Blvd. Railroad Crossing for Federal-State Partnership for Intercity Passenger Rail Grant Program.

Commissioner Rick Sowers made a motion to accept the consent calendar as presented. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2025-42 - A Resolution describing and defining the boundary of the City of Dodge City was approved on a motion by Commissioner Daniel Pogue. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESSES**NEW BUSINESS**

1. Commissioner Rick Sowers made a motion to approve the Real Estate Advisor Agreement for services between Dodge City and Copaken Brooks, LLC. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
2. Commissioner Michael Burns made a motion to approve the Supplemental Agreement No. 1 for construction administration and inspection services with PEC Consultants in the amount of \$942,620 for northbound 14th Ave. Bridge. Commissioner Chuck Taylor seconded. The motion carried 5 - 0.
3. Commissioner Michael Burns made a motion to purchase two 2026 half ton trucks from Lopp Motors in the amount of \$94,520 and one 2026 Chevy truck from Lewis Chevrolet in the amount of \$79,406 for Public Works Department. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

4. Commissioner Rick Sowers made a motion to approve the Memorandum of Understanding and Facilities Use Agreement for Cavalier Field with Dodge City Community College. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
5. Commissioner Daniel Pogue made a motion to accept the bid from Guthrie Floor Covering in the amount of \$46,327 to replace the carpet in the common areas at the Dodge City Police Department. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
6. Commissioner Chuck Taylor made a motion to accept the bid from Building Solutions in the amount of \$881,290 for San Jose Street Reconstruction. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
7. Commissioner Rick Sowers made a motion to accept the agreement with Burns and McDonnell to complete the Paunch Digester Feasibility Study for The South Wastewater Treatment Plant. Commissioner Chuck Taylor seconded the motion. The motion carried 3 - 2 with Commissioner Burns and Pogue voting nay.
8. Commissioner Chuck Taylor made a motion to approve the purchase of materials and contracted services in the amount of 99,140.46 required to complete the water line replacement project on Manor Drive. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
9. Commissioner Michael Burns made a motion to approve the purchase of generators from Foley Power Solutions in the amount of \$64,640 for the Circle Lake and Rolla D Lift Stations. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
10. Commissioner Chuck Taylor made a motion to amendment No. 1 to authorization No. 8 with Burns & McDonnell in the amount of \$95,000 for Professional Engineering Services for the terminal expansion and remodel at the Dodge City Regional Airport. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.
11. Commissioner Rick Sowers moved to table the Alcohol and Drug Grants until the next meeting on December 30th. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
12. Commissioner Daniel Pogue made a motion to accept the Contract for City Attorney Services Agreement. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

13. Commissioner Rick Sowers made a motion to accept the Real Estate Agreement with Radco Builders LLC for the purchase of 314 West Spruce Street in the amount of \$100,000. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS**STAFF REPORTS****EXECUTIVE SESSION**

At 7:25 pm Commissioner Daniel Pogue made a motion to move into executive session to discuss personnel matters of nonelected personnel exception found in K.S.A. 75-4319(b)(1). The justification for closing the meeting is to protect the privacy of the individuals to be discussed. The executive session will include the Commissioners, Daniel Pogue, Jeff Reinert, Rick Sowers, Michael Burns, Chuck Taylor and City Attorney Paige Gilmore. The open meeting will resume in the City Commission Chambers in 30 minutes at 8:55 pm. The Commission will not take action upon returning to open session. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

Commissioner Daniel Pogue made a motion to extend the executive session for 10 minutes more to 9:00 pm. Commissioner Rick Sowers seconds the motion. The motion carried 5 - 0.

Commissioner Rick Sowers moved to extend the executive session for 10 minutes more to 9:10 pm. Commissioner Chuck Taylor seconds the motion. Motion carried 5 - 0.

Open session reconvened at 9:10 pm.

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk



SPECIAL CITY COMMISSION MEETING MINUTES

Zoom Meeting
Tuesday, December 23, 2025
7:30 a.m.

MEETING # 5328

CALL TO ORDER

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

NEW BUSINESS

1. Commissioner Chuck Taylor moved to approve the Contract Agreement between the City of Dodge City and National Beef Packing Company. Commissioner Michael Burns seconded the motion. The motion carried 4 - 0.

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk



SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Tuesday, December 30, 2025

7:30 a.m.

MEETING # 5329

CALL TO ORDER

ROLL CALL Mayor, Jeff Reinert, Commissioners Daniel Pogue, Rick Sowers, and Chuck Taylor, Michael Burns joined at 7:34 am.

APPROVAL OF AGENDA

Commissioner Daniel Pogue moved to accept the agenda as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

PUBLIC HEARING

Mayor Jeff Reinert opened the public hearing on the 2025 Budget Amendments. Nicole, May Finance Director, gave an update on the amendments to be made. There were no public comments. Mayor closed the public hearing.

UNFINISHED BUSINESSES

1. Commissioner Rick Sowers moved to approve the allocation of the Alcohol and Drug Grants. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

NEW BUSINESS

1. Commissioner Michael Burns moved to approve the 2025 Budget Amendments. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
2. Commissioner Chuck Taylor moved to approve the City Managers Contract Agreement. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
- 1.
- 3.

ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Daniel Pogue 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: January 5, 2026

Subject: Approve Proposal from UCI for necessary support of GSI to fill the void and complete additional compaction grouting because of the Anaerobic #4 Failure, SS 2101

Agenda Item: New Business

Purpose: UCI will provide ground support to GSI to fill the void and perform additional compaction grouting in the failure of Anaerobic #4.

Recommendation: Approve the proposal from UCI to provide ground support to GSI for the repair of existing void and ground improvement in and around Anaerobic and Aerobic #4 in the amount of \$827,946.20.

Background: GSI needs ground support to complete the work of filling the void and perform the necessary ground improvements in and around Anaerobic and Aerobic #4. Part of this support is the rental of a D8 Cat dozer with a winch to support the grouting equipment when working on the slopes of the lagoons. The proposal from UCI is based on a 50-hour week for crews and 60-hour week for supervisors based on GSI's work schedule. This proposal is like that of Croell's proposal for the fill and grouting material, as this is a budgetary number and the City will be billed on the actual work performed. Therefore, the actual amount may be less than the dollar amount shown on the proposal.

GSI started the filling and grouting process the week of December 8th. UCI has been on site providing support to GSI from this time to present, which is included in the proposal.

City Commission Options:

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

Financial Considerations:

Amount: \$ 827,946.20

Fund: Wastewater Treatment Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this proposal, the City will need to make payments to UCI for the work completed.

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

Attachments: UCI's Proposal

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



December 17, 2025

City of Dodge City
100 Chaffin Dr.
Dodge City, KS 67801

Attention: Ray Slattery

Reference: GSI Ground Improvement Support

Dear Mr. Slattery,

UCI is pleased to submit the following proposal budget for your review and consideration on the above referenced project.

Scope of work:

- Support for GSI per their Ground Improvement Proposal
- Equipment and manpower budget listed on the cost breakdown sheet. Cost breakdown is for one week worth of work(50-hour week for the crew & a 60-hour week for a supervisor based on Saturdays that GSI plans to work) and includes various items that GSI may need.

Clarifications:

- Actual invoiced amount will be the time and materials expended times the appropriate rates and markup.
- The same Terms and Conditions listed on the Agreement made the 7th of November 2022, between the City of Dodge City and UCI(Construction Manager) apply to the work outlined in this proposal.
- This proposal letter being incorporated by reference into any contract issued to UCI for the work described herein is contingent on all the items in scope of work, clarifications, and exclusions being accepted and performed. Should the scope of work, clarifications or exclusions be at variance with the information provided, The City of Dodge City should consider this prior to acceptance of UCI's proposal.
- Proposal is contingent upon acceptance of a mutual agreed upon contract between The City of Dodge City and UCI.
- Our proposal is based on information only. Since specifications have not been provided, if specifications are provided later, UCI reserves the right to re-evaluate the proposal.

Exclusions:

Design and engineering, permits, sales tax, hauling hazardous material, and any other items or work except those listed above.



Total Price: **See Below**

*Should be one time costs on subcontractors:

- M6 Cutting & Coring: \$5,400.00
- Swisher Hydro Excavation: \$3,500.00
- TV Pipe (Mayer Specialties): \$2,000.00

Subtotal: \$10,900.00
UCI 10% Markup: \$1,090.00
Total: \$11,990.00

*Should be on time cost on UCI Equipment & Rental Items:

- H2S Monitors: \$1,174.40
- Frac Tank Delivery, Pickup, Cleaning: \$4,500.00
- D8 Dozer Delivery & Pickup: \$2250.00

Subtotal: \$7,924.40
UCI 8% Overhead & 7% Profit Markup: \$1,233.04
Total: \$9,157.44

Estimated UCI weekly costs: **\$67,233.23**

Estimated UCI costs based off of GSI's three month project duration: **\$806,798.76**

Estimated UCI cost based off of three month duration plus one time costs above: **\$827,946.20**

Sincerely,

UTILITY CONTRACTORS, INC.

Walter Marcotte
Project Manager

CHANGE ORDER

Change Order Number:	Date Submitted: 12/17/2025	Project Title: Anaerobic Cell# 4 Stabilization GSI Support
Additional Contract Time Submitted:	Reference Documentation:	Ref. Doc. Date:

Description:
GSI support per their ground improvement proposal for the City of Dodge City. Cost below is a budgetary number for 1 week worth of work. Actual invoiced amount will be the time and materials expended times the appropriate rates and markup.

UCI Direct Labor							Equipment						
Employee	Craft	ST	Rate	OT	Rate	Amount	Equipment	I/E	Quant.	Unit	Unit Rate	Amount	
Production Leader	PL	40.0	\$105.00	10.0	\$ 157.50	\$5,775.00	3000 ROC Skid Loaders	I	5.00	DY	\$167.00	\$835.00	
Production Leader	PL	20.0	\$105.00		\$ 157.50	\$2,100.00	12k Telehandler	E	1.00	WK	\$1,679.00	\$1,679.00	
Production Associate	PA	40.0	\$ 85.00	10.0	\$ 127.50	\$4,675.00	D8 Dozer	E	1.00	WK	\$6,225.00	\$6,225.00	
Field Supervisor	SPV	40.0	\$ 65.00	20.0	\$ 97.50	\$4,550.00	UR Water Truck	E	1.00	WK	\$1,441.00	\$1,441.00	
Equipment Operator	EO	40.0	\$ 46.00	10.0	\$ 69.00	\$2,530.00	UR Frac Tank	E	1.00	WK	\$466.00	\$466.00	
Concrete Technician	CT	40.0	\$ 39.00	10.0	\$ 58.50	\$2,145.00	UR Pumps	E	1.00	WK	\$550.00	\$550.00	
Concrete Technician	CT	40.0	\$ 39.00	10.0	\$ 58.50	\$2,145.00	Cat 314 or similar Excavator	I	5.00	DY	\$222.00	\$1,110.00	
Concrete Technician	CT	40.0	\$ 39.00	10.0	\$ 58.50	\$2,145.00	3cy Wheel Loaders	I	5.00	DY	\$200.00	\$1,000.00	
Van Driver	VD	8.0	\$ 45.50		\$ 68.25	\$364.00	PU Truck (3ea)	I	15.00	DY	\$80.00	\$1,200.00	
Ride Time	RT	18.0	\$ 20.00		\$ 30.00	\$360.00	Vans	I	5.00	DY	\$80.00	\$400.00	
			\$ -		\$ -	\$0.00					\$0.00	\$0.00	
						\$0.00	Environmental Fee				2%	\$298.12	
						\$0.00	FOGG 30% of Rental Cost				30%	\$4,471.80	
Total Incurred Direct Labor Cost						\$26,789.00	Total Incurred Equipment Cost						\$19,675.92

Material						Subcontract						
Item	I or NI	Quant.	Unit	Unit Price	Amount	Item	Quant.	Unit	Unit Price	Amount		
Sitebox 40' (storage + office)	NI	1.0	WK	\$103.55	\$103.55					\$0.00		
Sitebox 40' (office)	NI	1.0	WK	\$103.55	\$103.55					\$0.00		
Sitebox Electricity	NI	1.0	WK	\$200.00	\$200.00					\$0.00		
Porta Johns	NI	1.0	WK	\$305.00	\$305.00					\$0.00		
Dumpster	NI	1.0	WK	\$500.00	\$500.00					\$0.00		
					\$0.00					\$0.00		
					\$0.00					\$0.00		
					\$0.00					\$0.00		
					\$0.00	Sub Markup			10%	\$0.00		
Total Incurred Material Cost						\$1,212.10	Total Incurred Subcontract Cost					\$0.00

UCI Indirect Labor					General Expenses						
Employee	Quant.	Unit	Unit Price	Amount	Item	Quantity	Unit	Unit Price	Amount		
Project Leader	5.0	HR	\$95.00	\$475.00	Safety Provisions	406	MH	\$1.25	\$507.50		
Project Associate		HR	\$75.00	\$0.00	Area Yard Charges	406	MH	\$1.00	\$406.00		
Production Leader		HR	\$93.75	\$0.00	Small Tools (Consumable)	406	MH	\$0.50	\$203.00		
Production Associate		HR	\$81.60	\$0.00	Small Tools (Allocated)	406	MH	\$1.78	\$723.30		
IWP Coordinator		HR	\$81.60	\$0.00	Technology	406	MH	\$2.50	\$1,015.00		
QA/QC Associate		HR	\$81.60	\$0.00	Onsite Utilities				\$0.00		
Procurement Associate		HR	\$81.60	\$0.00	Onsite Office / Storage Facilities				\$0.00		
Scheduling Associate		HR	\$75.00	\$0.00	Warranty				\$0.00		
Safety Supervisor		HR	\$70.00	\$0.00	Document Controls				\$0.00		
Field Supervisor		HR	\$75.00	\$0.00	Bonds			0.0%	\$0.00		
		HR		\$0.00	Insurance			1.0%	\$576.04		
		HR		\$0.00	Subsistence	406	MH	\$16.25	\$6,597.50		
Total Incurred Indirect Labor Cost					\$475.00	Total Incurred General Expense Cost					\$10,028.35

Total Incurred Cost \$58,180.37	Sales Tax \$0.00	Overhead 8% \$4,654.43	Profit 7% \$4,398.44	Total Change Order \$67,233.23
---	----------------------------	----------------------------------	--------------------------------	--

Submitted by:	Date	Approved by:	Date
----------------------	-------------	---------------------	-------------

This Change Order has been prepared based on the information available at the time of submission. Should new or revised information become available or the conditions upon which this Change Order was based change after submission, the scope, pricing, and/or schedule outlined herein may necessitate adjustment. Any such updates will be duly communicated and documented.



1600 E WYATT EARP BLVD., DODGE CITY, KS 67801
 FOLEY EQUIPMENT (620) 225-4121

Rental Quote

Agreement **W64762**

Date Out: **01/05/2026 Mon 09:00 AM**
 Est. Date In: **02/02/2026 Mon 09:00 AM**
 Delivery Date: **01/05/2026 Mon 09:00 AM**

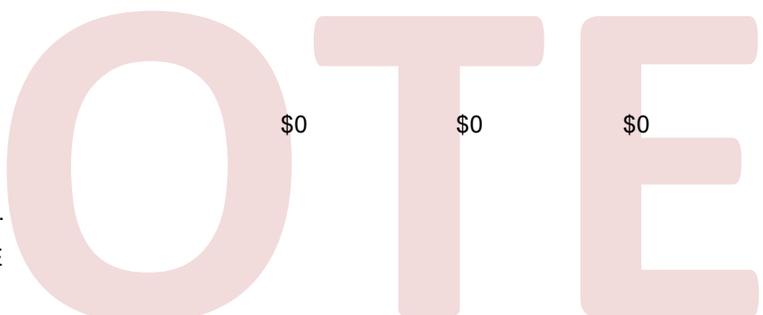
Customer: **803530**
 Bill to: **UTILITY CONTRACTORS INC**
PO BOX 9592
WICHITA, KS 67277

Jobsite: **DC WASTE WATER T**
 Contact: **ED BENDER**
 Phone: **316-648-1863**
100 MCCAUSTLAND RD 1
DODGE CITY, KS, 67801
DODGE CITY WASTE WATER TREATMENT PLANT
JUSTIN JONES - 316-249-5909
BLAKE FULBRIGHT - 316-613-9779

PO #: **JOB #122025**
 Signed By:
 Order By: **ED BENDER**

Written By: **Wesley V. Kenton**
 Sales Rep: **RYAN OVERSTREET (G-1-027)**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1	DOZER D8T ~ D8T ID:XUR0005 SERIAL:0FMC01502	\$3,051	\$8,715	\$24,900	24,900.00
	HRS OUT: 3255.2 HRS ALLOWED: 8/40/160				
1	DOZER BLADE ~ BLD8TSU ID:XGU00171 SERIAL:XUR0005-1				
1	DOZER REAR RIPPER - D8 ~ RRD8TMS ID:XGU00170 SERIAL:0TDD01431				
1.	DOZER WINCH - D8T/N ~ WIW12E ID:SGO00022 SERIAL:W12EE7SC1746C74	\$0	\$0	\$0	.00
	ALL RENTALS ARE DELIVERED WITH FULL FUEL TANK. IF TANK IS NOT RETURNED FULL, CUSTOMER WILL BE BILLED FOR FUEL AT \$8.00 PER GALLON.				
Miscellaneous Items					
1	ENVIRON RECOVERY	.50 %			124.50





Rental Quote

Agreement W64762

1600 E WYATT EARP BLVD., DODGE CITY, KS 67801
FOLEY EQUIPMENT (620) 225-4121

Date Out: **01/05/2026 Mon 09:00 AM**
Est. Date In: **02/02/2026 Mon 09:00 AM**
Delivery Date: **01/05/2026 Mon 09:00 AM**

Customer: **803530**
Bill to: **UTILITY CONTRACTORS INC**
PO BOX 9592
WICHITA, KS 67277

Jobsite: **DC WASTE WATER T**
Contact: **ED BENDER**
Phone: **316-648-1863**
100 MCCAUSTLAND RD 1
DODGE CITY, KS, 67801
DODGE CITY WASTE WATER TREATMENT PLANT
JUSTIN JONES - 316-249-5909
BLAKE FULBRIGHT - 316-613-9779

PO #: **JOB #122025**
Signed By:
Order By: **ED BENDER**

Written By: **Wesley V. Kenton**
Sales Rep: **RYAN OVERSTREET (G-1-027)**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Miscellaneous Items					
1	DELIVERY NON-TAX				1,800.00
1	PICK UP NON-TAX				450.00
					.00
					Quote Total: 27,274.50

QUOTE

No allowance will be made for holidays, time in transit, weather, any other events out of Foley Equipment Company's control, or any period of time the Equipment may not be in actual use while in Customer's possession. Customer agrees to pay transportation charges to and from Foley Equipment Company's nearest branch location and Customer's point of operation (minimum charges apply). Customer must call Foley Equipment Company to release equipment and terminate rental agreement. Customer will remain responsible for the released equipment until it is picked up.

If Customer has been granted "Open Account" Terms, payment is due within thirty days of invoice date, invoices will be submitted either on the day of the Equipment's proper return or on the twenty-eighth day after delivery of the Equipment, whichever day first occurs, and then each month thereafter. Amounts not paid within terms are subject to a service charge of the lesser of 1.5% per month (18% PER ANNUM) or the maximum permitted by law. FOLEY EQUIPMENT COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT EXCEPT AS EXPRESSLY SET FORTH HEREIN. CUSTOMER EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY FOLEY EQUIPMENT COMPANY OR ITS EMPLOYEES OR AGENTS, EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED HEREIN, THE EQUIPMENT IS RENTED AND ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. FOLEY EQUIPMENT COMPANY MAKES NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, OR WARRANTY THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL REGULATIONS, SPECIFICATIONS, OR REQUIREMENTS. CUSTOMER HEREBY WAIVES, AND FOLEY EQUIPMENT COMPANY SHALL NOT BE LIABLE FOR, ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST FOLEY EQUIPMENT COMPANY FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE EQUIPMENT. IN NO EVENT WILL FOLEY RENTAL BE LIABLE FOR ANY DAMAGES ARISING OUT OF DELIVERY DELAYS, INCLUDING, BUT NOT LIMITED TO WORK STOPPAGES, DELIVERY OR OPERATIONAL DEFICIENCIES OR FAILURES, BREAKDOWNS, STRIKES, UNAVAILABILITY OF REPLACEMENT EQUIPMENT, ACTS OF GOD, OR FROM ANY OTHER CAUSE, WHETHER SUCH DELAYS ARE AVOIDABLE OR NOT.

NOTE TO KANSAS OR MISSOURI CONSUMERS: Notwithstanding the terms hereof, to the extent prohibited by Kansas or Missouri law, no exclusion, modification, or limitation herein of (a) any implied warranty of merchantability or fitness for a particular purpose otherwise applicable to this transaction or any remedy provided Customer by law, including the measure of damages, shall apply to rentals made within the State of Kansas or Missouri where customer is a natural person or sole proprietorship.

No modifications shall be allowed unless in writing and signed by both parties, except additional equipment may be added by Foley to the rented items such as cables, ramps, and other small equipment as necessary, which may require an additional fee. I HAVE READ AND AGREE TO THE ABOVE CONDITIONS AND THOSE CONDITIONS STATED ON THE REVERSE SIDE OF THIS AGREEMENT.

Rental Equipment Protection Waiver

Accepted _____

Declined _____

(customer initials)

Customer

Signature _____

Printed Name _____

Title _____

As used herein, "FS" shall mean Foley Supply, LLC doing business as Foley Rental, "Customer" shall mean the customer listed on the front of this Agreement, and "Equipment" shall mean the rented items specified on the front of this Agreement. All other capitalized terms are as defined on the front of this Agreement or as specified herein.

1. **Rental Term.** The rental term begins when the Equipment is delivered to Customer and continues until it is picked up by FS or returned to FS during its regular business hours and properly received. In no case, except as expressly waived by FS, shall the rental term be less than the Minimum Rental Period.

Rental Day means the first to elapse of 24 hours (regardless of use) commencing on the hour and minute first rented (the "time elapsed" rate) or eight hours of Equipment use (the "Equipment use" rate) as recorded by an hour meter provided on the Equipment. Rental Week means the first to elapse of seven calendar days (regardless of use) or 40 hours of Equipment use as recorded by an hour meter on the Equipment. Rental Month means the first to elapse of twenty eight calendar days (regardless of use) or 160 hours of Equipment use as recorded by an hour meter provided on the Equipment. Rent for the entire rental shall be calculated either by (i) a time elapsed rate for the entire rental or (ii) the Equipment use rate for the entire rental; and the method used shall be that which yields the highest rental. For Power Generation Equipment see addendum.

If the Equipment is used for less than the Minimum Rental Period, the full rate for the Minimum Rental Period shall, as a minimum, be due. FS reserves the right to assess additional rental charges if the hour meter is malfunctioning and it is not reported to FS, and, in FS's reasonable determination, the Equipment was used for more hours than is allowed for the otherwise applicable time elapsed rental rate. FS shall have the right, at its discretion, to inspect the Equipment during the rental period to check the reading on an hour meter on the Equipment or for compliance with the terms of this Agreement.

2. **Rental Charges & Payment.** Unless FS has granted Customer an "Open Account" status, Customer shall pay FS two (2) advance Rents equal to the applicable rental rate multiplied by the Minimum Rental Period. At the end of the Minimum Rental Period, and upon every anniversary thereof, Customer shall pay an advance Rent equal to the applicable rental rate multiplied by the Minimum Rental Period until the Equipment is properly returned. Customer agrees that all bills/invoices submitted to Customer are subject to adjustment based upon later review of the Equipment's hour meter or of the Equipment's condition. If Customer elects the Rental Equipment Protection (REP) waiver, charges for REP will be due at the same time that the Equipment Rent is due. If the Equipment is initially rented with a credit card, then unless other arrangements are agreed upon, FS shall be entitled to charge the credit card periodically and at such times as FS may determine for all amounts calculated to be due. Customer shall execute and deliver all authorizations required or desired by FS for such charges to be made to the credit card account.

3. **Condition of Equipment Upon Return.** Customer agrees to return all rented items to FS's renting location during regular business hours, in the same good condition and repair as when delivered, subject only to reasonable wear and tear. An additional charge for cleaning of the Equipment may be assessed if the Equipment is returned in an unclean condition (\$100 minimum clean up fee). Customer agrees to pay for any additional rental charges, damages to or loss of the Equipment because it was not returned and accepted by FS within FS's regular business hours.

4. **Use of the Equipment.** Customer agrees to use the Equipment only at the specified location. Customer acknowledges receipt of all manufacturers' operation manuals pertaining to the Equipment and has thoroughly studied and understands the manuals. Customer is solely responsible to advise any persons operating the Equipment or in the vicinity of the Equipment of all safety operating procedures and safety precautions. Customer assumes all responsibility to ensure that all operators are properly trained and competent and use the Equipment in compliance with the operating instructions and all applicable safety standards and procedures. Customer knows and will instruct all operators of the limitations of the Equipment, and Customer agrees that the Equipment will be used only for its designed purposes within its specified performance capabilities. Customer shall at Customer's sole expense comply with all Federal, State and Local laws, regulations, and ordinances, relating to the use of the Equipment while it is rented to Customer, including without limitation the regulations of the Occupational Safety and Health Administration (OSHA).

CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD FS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OWNERS, INSURERS, AND THEIR SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH AS TO BODY AND PROPERTY), AND ALL COSTS AND EXPENSES THEREOF (INCLUDING ATTORNEYS' FEES AND EXPENSES) IN ANY WAY RELATING TO OR ARISING OUT OF THE EQUIPMENT, IN WHATEVER MANNER, IN CONNECTION WITH ANY EVENT OCCURRING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT. Customer shall give prompt notice in advance to any occurrence under which FS may be entitled to indemnification hereunder which shall include the names and addresses of all persons involved in the occurrence and all witnesses. The conditions of this section shall survive the termination of the term of this Agreement.

5. **Risk of Loss, Insurance, and Rental Equipment Protection (REP) Waiver.** Upon delivery of the Equipment to Customer, Customer shall bear the entire risk of loss, damage, theft, or destruction of the Equipment or any part thereof, from any and every cause whatsoever, which shall occur prior to the proper return of the Equipment, and no such loss, damage, theft, or destruction shall relieve Customer of its obligation to pay Rent or to comply with any other provision of this Agreement. The amount of damage for any loss of or injury to the Equipment is without regard to Rent paid or accrued and is based on replacement cost value unless an Agreed Value is noted on page one.

Customer will, at its own expense and at all times during the term of this Agreement maintain in force Commercial General Liability Insurance with a combined, single limit for bodily injury, including death, and property damages of \$1,000,000.00, (\$5,000,000.00 for Crane Rentals) on a primary and not excess or contributory basis and Auto Liability Insurance with a combined single limit per occurrence of no less than \$500,000, for Customer's liability for damages sustained by any person, including, but not limited to, agents or employees of Customer, as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing or transportation of Equipment. In addition, unless Customer chooses to accept the Rental Equipment Protection Waiver, then Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance in an amount adequate to cover any damages to, or loss of, the Equipment. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody or control. REP is not available for and does not cover Equipment that is operated underground in connection with any mining operations. Equipment that is licensed for use on public roads is only covered by REP for physical loss to FS property while being transported from FS yard to the jobsite.

The amount, terms and conditions of the insurance required by this Agreement must be acceptable to FS. Customer will, on demand, furnish FS a Certificate of Insurance evidencing such insurance, endorsed to provide that such insurance may not be canceled or materially modified except on 30 days prior written notice to FS. Customer agrees to abide by all terms and conditions of said insurance. Customer, its agents and employees will cooperate fully with FS and Customer's insurer in an investigation, prosecution or defense of any claim or suit arising there from and will do nothing to impair or invalidate the applicable insurance coverage. Neither FS's acceptance of Customer's Certificates of Insurance nor Customer's failure to provide a Certificate of Insurance will be deemed a waiver, limitation or modification of Customer's insurance, indemnity or other obligations under this Agreement or Customer's liability hereunder. Customer agrees to assign any and all proceeds from such insurance to FS. Customer agrees that subrogation will be waived against FS and its insurers in all policies of Customer's insurance, and that Customer's insurance will be primary.

If the Equipment is used in compliance with the Rental Agreement and if Customer accepts the "Rental Equipment Protection Waiver" option (hereafter called "REP"), which is NOT INSURANCE, at the beginning of the rental period by initialing the REP Accepts Box on the front of the Rental Agreement, and pays the additional charges for the REP when due, then FS agrees to waive, to the extent specified herein and in the Rental Agreement, Customer's responsibility to FS for loss of or damage to the Equipment exceeding \$1,000 for Equipment valued by FS up to \$25,000 or \$2,500 for Equipment valued by Foley greater than \$25,000, per incident per item of Equipment. FS reserves the right to deny REP to Customer. Customer not initialing either the "YES" or "NO" REP box will be deemed to have accepted

REP. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, CUSTOMER WILL BE LIABLE FOR ALL LOSS OR DAMAGE TO THE EQUIPMENT AND EXPENSE OF FOLEY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER, WHICH INCLUDES, BUT IS NOT LIMITED TO THE USE OR OPERATION OF THE EQUIPMENT IN A RECKLESS OR ABUSIVE MANNER, OR INTENTIONAL DAMAGE TO THE EQUIPMENT BY CUSTOMER OR WITH CUSTOMER'S PERMISSION, OR UNDER ANY OF THE FOLLOWING CIRCUMSTANCES: (A) tire damage; (B) vandalism, malicious mischief, theft or conversion of the Equipment not documented by Customer's prompt filing with the applicable public authorities (with an immediate written copy to FS) of a formal written theft, vandalism or conversion report; (C) any exposure to radioactive, hazardous materials, or contamination such as mold, mildew and rot; (D) boom damage from overloading of a boom; (E) war/terrorism; (F) use or operation of the Equipment by a person other than an employee of Customer possessing all necessary permits and not otherwise prohibited by law from such operation; (G) use or operations of the Equipment in violation of any law or ordinance; (H) the failure of a Customer to perform, or the improper performance of, the basic maintenance required under the Rental Agreement; (I) any failure of Customer to comply with any requirement of the Rental Agreement; (J) over spray of concrete, paint, or any other material; (K) use of the Equipment in violation of the applicable manufacturer instruction manual, overloading, or exceeding rated capacity; and (L) Customer's failure to secure the Equipment or by not reasonably restricting access to the Equipment as a prudent person would protect his or her own equipment. If such charges for the REP are not paid as specified in the Rental Agreement, then at FS's option and discretion, FS may terminate the Rental Agreement without prejudice to any of its other remedies. Pending exercise of FS's option, or if FS's option is not exercised, the REP will not be in effect regardless of any initialing of the "Accepts" Box and Customer will remain fully responsible for loss and damage to the Equipment. In the event of any loss or damage to the Equipment, FS will subrogate with respect to any rights of Customer to recover against any person or entity.

6. **Further Assurances.** Upon request by FS, Customer shall promptly provide to FS the following: (a) A copy of the contract governing all projects on which the Equipment is used; (b) A copy of the payment bond, if any, issued pursuant to the contract; (c) The name and location of all projects where the Equipment has been or will be used; and (d) any other information FS shall in its sole judgment deem appropriate. Failure to provide such information shall be deemed an Event of Default of this Agreement.

7. **Limited Express Warranty and Substitution of Equipment.** FS will replace or repair the Equipment if it is defective in materials or workmanship. Customer recognizes that FS reserves the right, at its sole discretion, to substitute the Equipment with other equipment of the same model type and series designation.

8. **Maintenance and Repairs.** All labor and material for normal operation and maintenance as specified in the operation and maintenance manual for the Equipment shall be the responsibility of Customer, and Rent shall not abate because of the need for such maintenance. Except for (i) defects in materials or of workmanship, (ii) amounts covered by the REP Waiver (less amounts Customer is responsible for) if elected by Customer, or (iii) normal and customary wear and tear, Customer shall be responsible for repair of all damage, and labor and materials necessary to perform all repairs, of any kind or nature to the Equipment necessary to place it in the same condition it had upon the initial delivery thereof to Customer. FS reserves the right to invoice Customer for any amounts for which it is responsible under this section after FS has had the opportunity to fully inspect the Equipment. FS reserves the right to remove the Equipment from the job at any time when, in its opinion, the Equipment is in danger or it is deemed necessary for the purpose of repair or inspection.

9. **Termination and Survival.** FS or Customer may for any reason or for no reason, terminate the term of this Agreement, but such termination shall not be effective until after the Minimum Rental Period. The termination of the term of this Agreement shall not terminate or cancel FS's right to pursue any remedies provided herein at law or equity against Customer. All warranties and obligations of Customer shall continue until the Equipment is properly returned to FS as specified herein.

10. **Default.** In addition to the other events specified herein, each of the following shall constitute an Event of Default hereunder: (a) Customer fails to make any payment of Rent or other amount due to FS when due; (b) Customer fails to return the Equipment to FS after termination; (c) Customer fails to perform or observe any other term, covenant, or condition of this Agreement; (d) Any representation or warranty made by Customer herein or other document provided or executed by Customer shall be false or misleading at any time in any material respect; (e) Customer's default in the performance or obligations under any other agreement now existing or hereafter made with FS; or (f) Customer ceases doing business as a going concern, transfers all or substantially all of its assets, becomes or is adjudicated insolvent or bankrupt, makes an assignment for the benefit of creditors, or Customer institutes any bankruptcy, insolvency, reorganization, dissolution, liquidation, or similar proceedings. Customer shall promptly notify FS of the occurrence of any Event of Default.

11. **Remedies.** Upon the occurrence of any Event of Default, FS may, with or without notice to Customer, exercise any remedy provided by law or any one or more of the following remedies, as FS in its sole discretion shall elect and such remedies shall be cumulative: (a) Require Customer, at Customer's expense, to return any or all of the Equipment, or FS, at its option, may enter onto Customer's premises and repossess and remove the Equipment, or render the Equipment unusable without removal, and FS shall not be deemed to have committed a trespass by so doing; (b) Declare immediately due and payable all Rents and other amounts due or to become due; (c) Sell by public or private sale, release, hold, retain, or otherwise dispose of the Equipment in any manner FS chooses, free and clear of any claims or rights of Customer; or (d) recover from Customer as damages as may be allowed under the Uniform Commercial Code or any other remedy under other statute or common law. The exercise of the foregoing remedies by FS shall not constitute a termination of this Agreement unless FS so notifies Customer in writing. No failure or delay by FS to exercise any right or remedy hereunder shall operate as waiver thereof. Additionally, Customer shall be liable for all costs, expenses and damages incurred by FS by reason of the occurrence of any Event of Default or the exercise of FS's remedies thereto, including but not limited to, all attorneys' fees and costs and damage or loss due to the exercise of FS's remedies, and all incidental and consequential damages.

12. **Ownership of Equipment, Assignment, and Nature of Transaction.** The parties agree that FS retains all right and title to the Equipment. Customer shall not assign or in any way dispose or otherwise relinquish possession or control of all or any part of the Equipment or any of its rights or obligations or enter into any sublease of all or any part of the Equipment without the prior written consent of FS. FS may, without notice to Customer, assign or sell its interest in, grant a security interest in, or otherwise transfer, in whole or in part, this Agreement or any or all of the Equipment or any of its rights, interests, or obligations with respect thereto, to one or more persons or entities. Customer agrees to defend FS's title against, and keep the Equipment free of, all liens, claims, and encumbrances. Customer agrees to execute any documents necessary to secure FS's rights in the Equipment.

13. **Other.** This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and each of their respective heirs, administrators, executors, personal representatives, and permitted successors and assigns. If any provision is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties. This Agreement is governed by the laws of the state of Kansas or Missouri and embodies the entire and full understanding between the parties hereto with respect to the Equipment and supercedes any preexisting agreements, arrangements, representations, or warranties with respect to the Equipment.

Initials _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: January 5, 2026
Subject: Electrical Installation for Direct-Fired Thermal Oxidizer, SS2402
Agenda Item: New Business

Purpose: This quote includes all electrical system improvements required for the installation of the new direct-fired thermal oxidizer at the Warrior Biogas Facility. This equipment is required for emissions control and the biogas facility will not operate without it.

Recommendation: Approve the quote from Utility Contractors Inc. to provide the electrical and SCADA system improvements necessary for the installation of the new direct-fired thermal oxidizer in the amount of \$184,509.00.

Background: The City Commission previously approved the purchase of a replacement thermal oxidizer (TOX) for the biogas upgrading facility. The current TOX is deteriorating and has previously received emergency repairs. The replacement TOX has been delivered to site and is awaiting final installation and commissioning. Below is a quick financial summary of what was initially budgeted and what remains to be completed on this project:

Summary of Costs

Total Budget	\$	1,250,000.00
Equipment Purchase	\$	586,500.00
TOX Concrete Foundation	\$	24,972.00
Electrical & SCADA System Install	\$	184,009.00
Remaining Budget	\$	454,519.00

There are a few other known costs that are yet to be accounted for that will be required to finalize the installation and commissioning. The remaining costs include the final plumbing work and additional controls programming for the TOX operation through both Pedrotti and Guild. With the addition of these remaining project costs staff anticipate the project to remain under budget.

The electrical & SCADA system improvements quote being presented will allow for the purchase of some long lead time equipment as we wait to finalize the installation costs. We anticipate having those costs within the next month.

City Commission Options:

1. Approve the Electrical Improvement Quote
2. Disapprove the Quote
3. Table for further discussion

Financial Considerations:

Amount for Electrical Improvement Quote: \$184,509.00

Fund: 52142200 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the quote from Utility Contractors Inc., the City will enter an agreement with Utility Contractors Inc. and be responsible to make payments in accordance with the items of work outlined in the quote.

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: Electrical quote.

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services



Shelley Electric, Inc.

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

November 10, 2025

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

(316) 265-9506

Dodge City WWTP – TOX Unit

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

Base Bid: \$ 184,009.00

Scope of work:

- Includes providing a new electrical system to the TOX Unit per the electrical drawings dated October 2025
- Includes providing connection to SCADA system by Pedrotti. See attached quote.
- Includes instruments procured by Pedrotti. See attached quote.
- Includes new 100A breaker in the existing MCC.
- Includes spare conduits as directed by the drawings.
- Includes installation of all interconnecting instruments on the TOX unit shipped loose or disassembled for shipping purposes.
- Excludes excavation and concrete work for the TOX Control Panel.
- Excludes SALES TAX.

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

Respectfully Submitted,
SHELLEY ELECTRIC, INC.

Curtis Mitchell
VP-Estimating

SHELLEY ELECTRIC, INC.

**Change Order #010 Tox Unit
PRICING SUMMARY**

Description: TOX Unit

I	MATERIAL				
	A. Per Extend Sheet			\$	41,238.48
	B. Quoted Items	Breaker		\$	3,763.80
	C. Subcontractor	Pedrotti		\$	30,334.00
				\$	-
				\$	-
	TOTAL MATERIAL COSTS				\$ 75,336.28
II	LABOR COSTS	HOURS	RATE		
	A. Journeyman	597	\$ 38.34	\$	22,888.98
	Journeyman O.T.	0	\$ 57.51	\$	-
	Foreman (16% of JW)	95.52	\$ 42.17	\$	4,028.46
	Foreman O.T.	0	\$ 63.26	\$	-
	Gen Foreman	0	\$ 46.01	\$	-
	Gen Foreman O.T.	0	\$ 69.01	\$	-
	B. Burden %	75%			\$20,188.08
	TOTAL LABOR COSTS				\$ 47,105.52
	TOTAL DAYS ADDED TO THE PROJECT:		86.6		
III	EQUIPMENT COSTS				
	A. Small Tools (4.5%) of Labor Cost			\$	2,119.75
	B. Rental Equipment			\$	3,500.00
	C. Transportation Costs (6%) of materials			\$	2,474.31
	D. Storage Costs (3.5%) of materials			\$	2,636.77
	TOTAL EQUIPMENT COSTS				\$ 10,730.83
IV	JOB COSTS EXPENSES				
	A. Offsite storage & Pre-fab				
	B. Bonds, Security, Project Insurance			\$	1,224.42
	C. Permits, Fees			\$	-
	D. Safety Equipment (2%) of Labor Costs			\$	942.11
	E. Freight (3%) of quoted items			\$	112.91
	F. Mobilize/Demobilize			\$	-
	G. Document Controls			\$	1,224.42
	H. Warrany			\$	612.21
	I. Technology			\$	2,448.84
	J. Per Diem (\$125 per day)			\$	10,825.00
					\$ 17,389.91
V	TOTAL PRIME COST				\$150,562.53
VI	OVERHEAD @ 13%				\$ 19,573.13
VII	TOTAL NET COSTS				\$170,135.66
VIII	SUBTOTAL				\$ 170,135.66
IX	PROFIT @ 8%				\$ 13,610.85
X	SALES TAX PERCENTAGE	7.50%			\$ 262.50
XI	TOTAL AND SELL PRICE FOR DIRECT COSTS				\$ 184,009.00
	PREPARATION FEE	HOURS	RATE		
		0	\$ 125.00	\$	-
TOTAL CHANGE TO CONTRACT					\$ 184,009.00
TOTAL DAYS ADDED TO THE CONTRACT					86.6



October 13, 2025

Quote No. 3200.R1
Valid for 60 days

Mr. Curtis Mitchell
Shelley Electric, Inc.
3619 West 29th Street South
Wichita, KS 67217

RE: Dodge City KS South WWTP - TOX Controls

Dear Curtis:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you the following proposal for the project referenced above, reference PEC PROJECT NO. 210446-001.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	LOT	TOX Communications <ul style="list-style-type: none">• Includes:• Prosoft Communications Module; Ethernet/IP to Modbus TCP/IP
B.	LOT	TOX Instrumentation <ul style="list-style-type: none">• Includes:• (1) Ultima X5000 Gas Monitor, Single 0-100% LEL Methane Sensor<ul style="list-style-type: none">○ JB5000 Junction Box for Remote Sensor, Calibration Kit & Gas• (2) IGP10S Pressure Transmitters, 0-200psi, 316SS Diaphragm, Silicone Fill, 1/2" NPT Process Connection, Digital Indicator• (2) RTT15S Temperature Transmitters, Optical Configuration Display, 100 Ohm 4-Wire, Spring Loaded RTD, 1/2" NPT 316SS Thermowell• (1) 6" Flame Arrestor
C.	LOT	Programming, Startup, Commissioning and Documentation

TOTAL PRICE FOR ITEMS: \$ 41,502.00**

****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 of all provided equipment.
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 loop at the end.

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

Item #	Item Name	Quantity	Bid Price	Ext Bid Price	Labor *	Ext Labor * CCode	% Ext Price	% Ext Hours
Combined->Combined->Combined->Combined->Combined				\$41,238.48		597.37	100.00%	100.00%
<none>				\$600.00		6.00	1.45%	1.00%
34008	instruments mount only	11.00	\$0.00	\$0.00	0.00	0.00 _	0.00%	0.00%
100034	NETWORK CABLE	1.00	\$600.00 E	\$600.00	6.00 E	6.00 _	1.45%	1.00%
Branch Rough				\$6,793.39		120.12	16.47%	20.11%
2098	3/4 GRC	110.00	\$391.63 C	\$430.79	6.00 C	6.60 cb	1.04%	1.10%
2099	1 GRC	23.44	\$777.35 C	\$182.21	7.00 C	1.64 cb	0.44%	0.27%
2481	1 GRC SEAL OFF	10.00	\$42.07 E	\$420.70	0.70 E	7.00 cb	1.02%	1.17%
3831	3/4 GRC T BODY	21.00	\$22.59 E	\$474.39	1.00 E	21.00 cb	1.15%	3.52%
4592	1 LOCKNUT	4.00	\$25.37 C	\$1.01	0.13 E	0.52 cb	0.00%	0.09%
4662	1 BUSH PLASTIC	2.00	\$57.00 C	\$1.14	0.13 E	0.26 cb	0.00%	0.04%
4773	3/4 HUB INSULATED	11.00	\$1,770.01 C	\$194.70	0.00 C	0.00 cb	0.47%	0.00%
4912	3/4 3 PIECE UNION	11.00	\$539.54 C	\$59.35	0.70 E	7.70 cb	0.14%	1.29%
4962	3/4-1/2 REDUCING BUSHING	21.00	\$391.62 C	\$82.24	0.15 E	3.15 cb	0.20%	0.53%
5272	1 GRC 1H MAL STP	2.93	\$532.81 C	\$15.61	4.00 C	0.12 cb	0.04%	0.02%
5297	3/4 GRC 2H STL STP	22.00	\$22.20 C	\$4.88	4.50 C	0.99 cb	0.01%	0.17%
6790	1 GRC/PVC COATED	50.00	\$844.17 C	\$422.08	10.00 C	5.00 cb	1.02%	0.84%
6818	1 GRC/PVC COUP	25.00	\$1,252.31 C	\$313.08	0.40 E	10.00 cb	0.76%	1.67%
6845	1 GRC/PVC 90 ELBOW	15.00	\$3,880.74 C	\$582.11	0.70 E	10.50 cb	1.41%	1.76%
7155	1 GRC/PVC HUB	1.00	\$84.81 E	\$84.81	0.55 E	0.55 cb	0.21%	0.09%
7353	1 GRC/PVC T BODY	10.00	\$168.53 E	\$1,685.26	1.25 E	12.50 cb	4.09%	2.09%
7792	1 GRC/PVC 1H STRAP	15.00	\$19.23 E	\$288.51	4.00 C	0.60 cb	0.70%	0.10%
7805	1 GRC/PVC CHNL STP	20.00	\$2,370.51 C	\$474.10	3.00 C	0.60 cb	1.15%	0.10%
7944	1 PVC 40 UG	409.33	\$195.79 C	\$801.44	5.25 C	21.49 cb	1.94%	3.60%
8843	1/2 LIQUIDTIGHT FLEX	66.00	\$73.88 C	\$48.76	4.00 C	2.64 cb	0.12%	0.44%
8855	1/2 LIQUIDTIGHT FLEX CONN	22.00	\$409.75 C	\$90.15	0.15 E	3.30 cb	0.22%	0.55%
8903	1/2 LIQUIDTIGHT 90 FLEX CONN	22.00	\$618.50 C	\$136.07	0.18 E	3.96 cb	0.33%	0.66%
Branch Wire				\$839.30		13.18	2.04%	2.21%
10	14 THHN CU STRANDED	300.00	\$156.10 M	\$46.83	5.00 M	1.50 wb	0.11%	0.25%
11	12 THHN CU STRANDED	300.00	\$185.00 M	\$55.50	6.00 M	1.80 wb	0.13%	0.30%
38	14 XHHW CU STRANDED	149.80	\$130.41 M	\$19.54	6.00 M	0.90 wb	0.05%	0.15%
39	12 XHHW CU STRANDED	30.00	\$1,074.19 M	\$32.23	7.00 M	0.21 wb	0.08%	0.04%
40	10 XHHW CU STRANDED	43.62	\$1,609.91 M	\$70.22	8.00 M	0.35 wb	0.17%	0.06%
1023	1PR #16 OA SHLD 600VOLT TC CABLE	526.16	\$850.00 M	\$447.24	16.00 M	8.42 wb	1.08%	1.41%
1059	1PR #16 SHLD KX PLTC	69.90	\$0.00 Q	\$0.00	0.00 Q	0.00 wb	0.00%	0.00%
10206	3/4 x 3000' POLY MEASURE/PULL TAPE	1,118.34	\$0.15 E	\$167.75	0.00	0.00 wb	0.41%	0.00%
Demolition				\$300.00		24.00	0.73%	4.02%
42929	1 DOLLAR MATERIAL (DEMOLITION)	300.00	\$1.00 E	\$300.00	0.00 X	0.00 ad	0.73%	0.00%
42949	1 HOUR LABOR (DEMOLITION)	24.00	\$0.00 X	\$0.00	1.00 E	24.00 ad	0.00%	4.02%
Disc/Safety Switches				\$1,200.00		8.40	2.91%	1.41%
20568	60A 600V 3PH 4X NF SW	1.00	\$500.00 E	\$500.00	3.60 E	3.60 sd	1.21%	0.60%
20569	100A 600V 3PH 4X NF SW	1.00	\$700.00 E	\$700.00	4.80 E	4.80 sd	1.70%	0.80%
Drill, Cutting/Core				\$350.00		2.00	0.85%	0.33%
27561	4X8 CORE-DRILL CONCRETE W/LAYOUT	1.00	\$350.00 E	\$350.00	2.00 E	2.00 md	0.85%	0.33%
Equipment				\$2,500.00		12.50	6.06%	2.09%
22244	INSTR STAND	10.00	\$250.00 E	\$2,500.00	1.25 E	12.50 eq	6.06%	2.09%
Feeder Rough				\$9,782.55		165.35	23.72%	27.68%
2101	1 1/2 GRC	10.00	\$1,193.10 C	\$119.31	9.00 C	0.90 cf	0.29%	0.15%
2102	2 GRC	71.09	\$1,469.27 C	\$1,044.44	11.00 C	7.82 cf	2.53%	1.31%
2137	1 1/2 GRC 90 ELBOW	2.00	\$3,796.96 C	\$75.94	0.75 E	1.50 cf	0.18%	0.25%
2138	2 GRC 90 ELBOW	20.00	\$5,793.86 C	\$1,158.77	1.00 E	20.00 cf	2.81%	3.35%
2295	2 GRC BEND	1.00	\$0.00 X	\$0.00	2.00 E	2.00 cf	0.00%	0.33%
2344	1 1/2 GRC COUPLING	2.00	\$638.40 C	\$12.77	9.00 C	0.18 cf	0.03%	0.03%
2345	2 GRC COUPLING	20.00	\$1,257.36 C	\$251.47	11.00 C	2.20 cf	0.61%	0.37%
2483	1 1/2 GRC SEAL OFF	1.00	\$87.73 E	\$87.73	0.90 E	0.90 cf	0.21%	0.15%
2484	2 GRC SEAL OFF	5.00	\$120.29 E	\$601.44	1.00 E	5.00 cf	1.46%	0.84%

Extension Name: BIOGAS TOX UNIT 11-10-25

[ItemsAndByproducts]

Report: Bid Price & NECA 1 by CC

2514 2 FEMALE VERT/HORZ SEAL OFF	16.00	\$73.77 E	\$1,180.26	1.00 E	16.00 cf	<u>2.86%</u>	<u>2.68%</u>
3823 2 GRC LB BODY	1.00	\$91.74 E	\$91.74	2.00 E	2.00 cf	<u>0.22%</u>	<u>0.33%</u>
4105 2 GRC FLAT COVER	1.00	\$28.76 E	\$28.76	0.00 X	0.00 cf	<u>0.07%</u>	<u>0.00%</u>
4114 1-1/2 CND BDY NEO GASK	1.00	\$9.23 E	\$9.23	0.00 X	0.00 cf	<u>0.02%</u>	<u>0.00%</u>
4595 2 LOCKNUT	14.00	\$106.32 C	\$14.89	0.27 E	3.78 cf	<u>0.04%</u>	<u>0.63%</u>
4665 2 BUSH PLASTIC	3.00	\$151.06 C	\$4.53	0.27 E	0.81 cf	<u>0.01%</u>	<u>0.14%</u>
4814 2 SS316 LINE TERMINATOR HUB	1.00	\$118.11 E	\$118.11	0.00 C	0.00 cf	<u>0.29%</u>	<u>0.00%</u>
5312 1 1/2 GRC CHNL STRAP	4.00	\$528.38 C	\$21.14	4.00 C	0.16 cf	<u>0.05%</u>	<u>0.03%</u>
5313 2 GRC CHNL STRAP	24.89	\$558.08 C	\$138.88	4.00 C	1.00 cf	<u>0.34%</u>	<u>0.17%</u>
7946 1 1/2 PVC 40 UG	33.62	\$325.25 C	\$109.35	7.00 C	2.35 cf	<u>0.27%</u>	<u>0.39%</u>
7947 2 PVC 40 UG	1,093.34	\$406.34 C	\$4,442.70	8.00 C	87.47 cf	<u>10.77%</u>	<u>14.64%</u>
8441 2 PVC MALE TERM	10.00	\$250.34 C	\$25.03	0.30 E	3.00 cf	<u>0.06%</u>	<u>0.50%</u>
8467 2 PVC COUPLING	10.00	\$298.23 C	\$29.82	8.00 C	0.80 cf	<u>0.07%</u>	<u>0.13%</u>
8499 1 1/2 PVC FEMALE ADPT	2.00	\$112.91 C	\$2.26	0.25 E	0.50 cf	<u>0.01%</u>	<u>0.08%</u>
8500 2 PVC FEMALE ADPT	15.00	\$151.60 C	\$22.74	0.30 E	4.50 cf	<u>0.06%</u>	<u>0.75%</u>
8846 1 1/4 LIQUIDTIGHT FLEX	3.00	\$285.10 C	\$8.55	10.00 C	0.30 cf	<u>0.02%</u>	<u>0.05%</u>
8848 2 LIQUIDTIGHT FLEX	3.00	\$373.58 C	\$11.21	20.00 C	0.60 cf	<u>0.03%</u>	<u>0.10%</u>
8858 1 1/4 LIQUIDTIGHT FLEX CONN	1.00	\$1,376.78 C	\$13.77	0.30 E	0.30 cf	<u>0.03%</u>	<u>0.05%</u>
8860 2 LIQUIDTIGHT FLEX CONN	1.00	\$3,082.59 C	\$30.83	0.42 E	0.42 cf	<u>0.07%</u>	<u>0.07%</u>
8906 1 1/4 LIQUIDTIGHT 90 FLEX CONN	1.00	\$4,557.60 C	\$45.58	0.36 E	0.36 cf	<u>0.11%</u>	<u>0.06%</u>
8908 2 LIQUIDTIGHT 90 FLEX CONN	1.00	\$8,132.40 C	\$81.32	0.50 E	0.50 cf	<u>0.20%</u>	<u>0.08%</u>
100204 4/0 GROUND RING	143.75	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100213 (3) #1 (1) #8 2" PVC UG	138.81	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100214 (3) #1 (1) #8 2" GRC	3.09	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100224 (3) #6 (1) #10 1 1/2" PVC UG	33.62	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100240 TOX INSTRUMENT CONDUITS	49.90	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100241 (1) NETWORK CABLE 2" PVC	74.14	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100242 (4) 2" EMPTY CONDUITS PVC	213.85	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100243 (1) 1" EMPTY CONDUIT PVC	127.37	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
100244 TOX - SOME ASSEMBLY REQUIRED	1.00	\$0.00 X	\$0.00	0.00 X	0.00 cf	<u>0.00%</u>	<u>0.00%</u>
Feeder Wire			<u>\$3,384.22</u>		<u>23.73</u>	<u>8.21%</u>	<u>3.97%</u>
14 6 THHN CU STRANDED	101.76	\$1,100.00 M	\$111.94	11.00 M	1.12 wf	<u>0.27%</u>	<u>0.19%</u>
15 4 THHN CU STRANDED	12.00	\$1,650.00 M	\$19.80	13.00 M	0.16 wf	<u>0.05%</u>	<u>0.03%</u>
19 1/0 THHN CU STRANDED	12.00	\$3,500.00 M	\$42.00	22.00 M	0.26 wf	<u>0.10%</u>	<u>0.04%</u>
41 8 XHHW CU STRANDED	196.90	\$900.00 M	\$177.21	10.00 M	1.97 wf	<u>0.43%</u>	<u>0.33%</u>
42 6 XHHW CU STRANDED	130.86	\$1,100.00 M	\$143.95	12.00 M	1.57 wf	<u>0.35%</u>	<u>0.26%</u>
45 2 XHHW CU STRANDED	328.75	\$2,500.00 M	\$821.88	19.00 M	6.25 wf	<u>1.99%</u>	<u>1.05%</u>
46 1 XHHW CU STRANDED	590.70	\$3,500.00 M	\$2,067.45	21.00 M	12.40 wf	<u>5.01%</u>	<u>2.08%</u>
Hangers/Anchors			<u>\$726.07</u>		<u>9.46</u>	<u>1.76%</u>	<u>1.58%</u>
5539 1/4-20 X 3/4 RH MACH SCREW	2.93	\$4.85 C	\$0.14	2.75 C	0.08 ch	<u>0.00%</u>	<u>0.01%</u>
5841 10 X 1-1/2 COMB PAN HD TAP SCR	27.50	\$9.95 C	\$2.74	6.00 C	1.65 ch	<u>0.01%</u>	<u>0.28%</u>
5903 1/4 FLAT STEEL WASHER	30.43	\$3.22 C	\$0.98	0.70 C	0.21 ch	<u>0.00%</u>	<u>0.04%</u>
5967 1/4" X 1 3/4 STUD ANCHOR	8.00	\$53.88 C	\$4.31	9.00 C	0.72 ch	<u>0.01%</u>	<u>0.12%</u>
5973 1/4 MACHINE BOLT ANCH	2.93	\$19.94 C	\$0.58	16.00 C	0.47 ch	<u>0.00%</u>	<u>0.08%</u>
6205 1 5/8 SLOTTED-B22SH	4.00	\$1,143.13 C	\$45.73	12.00 C	0.48 ch	<u>0.11%</u>	<u>0.08%</u>
6431 CHANNEL CUTS - LABOR ONLY	5.31	\$0.00 C	\$0.00	30.00 C	1.59 ch	<u>0.00%</u>	<u>0.27%</u>
6454 1 5/8" SS316 12GA STRUT	13.31	\$1,600.00 C	\$212.94	12.00 C	1.60 ch	<u>0.52%</u>	<u>0.27%</u>
6558 3/8"-16 SS 316 CONDUIT BEAM CLAMP	4.00	\$45.83 E	\$183.32	30.00 C	1.20 ch	<u>0.44%</u>	<u>0.20%</u>
6559 1/2"-13 SS 316 CONDUIT BEAM CLAMP	2.62	\$69.93 E	\$183.02	30.00 C	0.79 ch	<u>0.44%</u>	<u>0.13%</u>
6638 3/8-16X6FT SS THRD ROD	4.00	\$8.71 E	\$34.86	0.00 E	0.00 ch	<u>0.08%</u>	<u>0.00%</u>
6639 1/2-13X6FT SS THRD ROD	2.62	\$13.58 E	\$35.55	0.00 E	0.00 ch	<u>0.09%</u>	<u>0.00%</u>
6742 3/8-16 SS HEX NUT	12.00	\$53.22 C	\$6.39	2.80 C	0.34 ch	<u>0.02%</u>	<u>0.06%</u>
6743 1/2-13 SS HEX NUT	2.31	\$122.39 C	\$2.83	2.80 C	0.06 ch	<u>0.01%</u>	<u>0.01%</u>
6753 3/8 SS LOCK WASHER	12.00	\$29.22 C	\$3.51	0.70 C	0.08 ch	<u>0.01%</u>	<u>0.01%</u>
6754 1/2 SS LOCK WASHER	14.62	\$56.39 C	\$8.24	0.70 C	0.10 ch	<u>0.02%</u>	<u>0.02%</u>
6764 3/8 SS FLAT WASHER	12.00	\$4.44 C	\$0.53	0.70 C	0.08 ch	<u>0.00%</u>	<u>0.01%</u>
6765 1/2 SS FLAT WASHER	3.85	\$10.78 C	\$0.42	0.00 X	0.00 ch	<u>0.00%</u>	<u>0.00%</u>

Lugs/Termination/Ground			<u>\$10,353.00</u>		<u>151.34</u>		<u>25.11%</u>	<u>25.33%</u>
134 4/0 BARE CU STRANDED	143.75	\$5,808.24 M	\$834.93	35.00 M	5.03 sl		2.02%	0.84%
9504 #10 - #4 3P MTR TERM KIT	1.00	\$0.00 E	\$0.00	1.00 E	1.00 sl		0.00%	0.17%
9505 #2 - 1/0 3P MTR TERM KIT	1.00	\$0.00 E	\$0.00	2.00 E	2.00 sl		0.00%	0.33%
9568 10 GA TERMINATION	2.00	\$0.00 X	\$0.00	0.18 E	0.36 sl		0.00%	0.06%
9569 8 GA TERMINATION	6.00	\$0.00 X	\$0.00	0.20 E	1.20 sl		0.00%	0.20%
9570 6 GA TERMINATION	6.00	\$0.00 X	\$0.00	0.22 E	1.32 sl		0.00%	0.22%
9571 4 GA TERMINATION	3.00	\$0.00 X	\$0.00	0.25 E	0.75 sl		0.00%	0.13%
9574 1 GA TERMINATION	18.00	\$0.00 X	\$0.00	0.33 E	5.94 sl		0.00%	0.99%
9575 1/0 TERMINATION	3.00	\$0.00 X	\$0.00	0.36 E	1.08 sl		0.00%	0.18%
9591 #16 CONTROL TERMINATON	40.00	\$0.00 X	\$0.00	0.20 E	8.00 sl		0.00%	1.34%
9592 #14 CONTROL TERMINATON	134.00	\$0.00 X	\$0.00	0.20 E	26.80 sl		0.00%	4.49%
9593 #12 CONTROL TERMINATON	64.00	\$0.00 X	\$0.00	0.20 E	12.80 sl		0.00%	2.14%
9647 SCOTCH 33+ VINYL TAPE	0.20	\$0.00 E	\$0.00	0.56 E	0.11 sl		0.00%	0.02%
9723 WIRE ID MACHINE CODED SLEEVE	174.00	\$4.00 E	\$696.00	0.05 E	8.70 sl		1.69%	1.46%
9724 WIRE ID PHASE TAPE - PER PHASE	24.00	\$2.00 E	\$48.00	0.02 E	0.48 sl		0.12%	0.08%
9725 WIRE ID FEEDER DESIGNATION TAG	16.00	\$10.00 E	\$160.00	0.10 E	1.60 sl		0.39%	0.27%
10115 BURNDY YGHC29C29 4/0-4/0	30.16	\$25.93 E	\$781.83	1.00 E	30.16 sl		1.90%	5.05%
26302 3/4" X 10' GRND ROD,CU	2.88	\$68.45 E	\$196.79	2.00 E	5.75 sl		0.48%	0.96%
26341 1/2" - 1" X 2 GROUND CLAMP	2.88	\$3,299.03 C	\$94.85	0.64 E	1.84 sl		0.23%	0.31%
26393 10X36 HD GRD WELL W/CAST COVER	16.88	\$446.85 E	\$7,540.59	2.00 E	33.75 sl		18.29%	5.65%
26782 60A 3PH EQUIP H/U 480V #6 30HP	1.00	\$0.00 X	\$0.00	1.15 E	1.15 sl		0.00%	0.19%
26786 100A 3PH EQUIP H/U 480V #2 60HP	1.00	\$0.00 X	\$0.00	1.52 E	1.52 sl		0.00%	0.25%
MCC/Controls			<u>\$0.00</u>		<u>5.50</u>		<u>0.00%</u>	<u>0.92%</u>
42946 1 HOUR LABOR (CONTROLS.)	5.50	\$0.00 X	\$0.00	1.00 E	5.50 sm		0.00%	0.92%
Panels/Loadcenters			<u>\$250.00</u>		<u>13.28</u>		<u>0.61%</u>	<u>2.22%</u>
19611 3P 100A BOLT-IN 277/480V CB	1.00	\$0.00 Q	\$0.00	1.28 E	1.28 sp		0.00%	0.21%
100126 TOX BREAKER	1.00	\$0.00 Q	\$0.00	4.00 E	4.00 sp		0.00%	0.67%
100127 TOX CONTROL PANEL	1.00	\$250.00 E	\$250.00	8.00 E	8.00 sp		0.61%	1.34%
Underground/Civil Work			<u>\$4,159.94</u>		<u>42.53</u>		<u>10.09%</u>	<u>7.12%</u>
27654 6X30 TRENCH/BACK/95%COMP	569.53	\$3.19 E	\$1,816.80	3.42 C	19.48 mu		4.41%	3.26%
27656 12X30 TRENCH/BACK/95%COMP	426.80	\$5.49 E	\$2,343.14	5.40 C	23.05 mu		5.68%	3.86%
			<u>\$41,238.48</u>		<u>597.37</u>		<u>100.00%</u>	<u>100.00%</u>



Memorandum

To: City Commission

From: Nick Hernandez, City Manager and Assistant City Manager, Melissa McCoy

Date: January 5, 2026

Subject: 2026 Dodge City Legislative Policy

Agenda Item: New Business

Purpose: The legislative policy is a communication tool that enables our legislators to understand the City's position on issues that may arise during the legislative session.

Recommendation: Staff recommend approval of the 2026 State/Federal Legislative Policy for the City of Dodge City.

Background: City staff has been actively working on defining the City of Dodge City 2026 legislative policy that will be submitted to our state and federal legislators and congressional representatives. The legislative policy will be utilized to offer the City's stance on various issues that could impact issues on a local level. The policy defers from but does not conflict with the Southwest Kansas Coalition or the League of Kansas Municipalities State & Federal Legislative Policies.

City of Dodge City 2026 State/Federal Legislative Policy updates include the following:

- Air was added to the State Transportation section of the policy to encourage state matching funds and programs to help leverage federal dollars and advance airport improvements.
- Historic Preservation information was updated from the 2025 policy since the Kansas State Legislature passed the increase for the State Historic Rehabilitation Tax Credit Program to allow for up forty percent tax credit (40%) for cities with a population of 50,000 or less.
- A section for Building and Fire Codes was added to convey opposition to measures to preempt local building codes and oppose deviation from this practice or legislative changes that would affect local control. In addition, legislators and the Office of the State Fire Marshal are encouraged to include local building officials, fire marshals and local elected officials from across the state in their efforts to update and adopt a new state fire code.

City Commission Options:

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

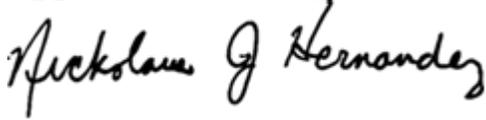
Financial Considerations: None

Purpose/Mission: Together we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None

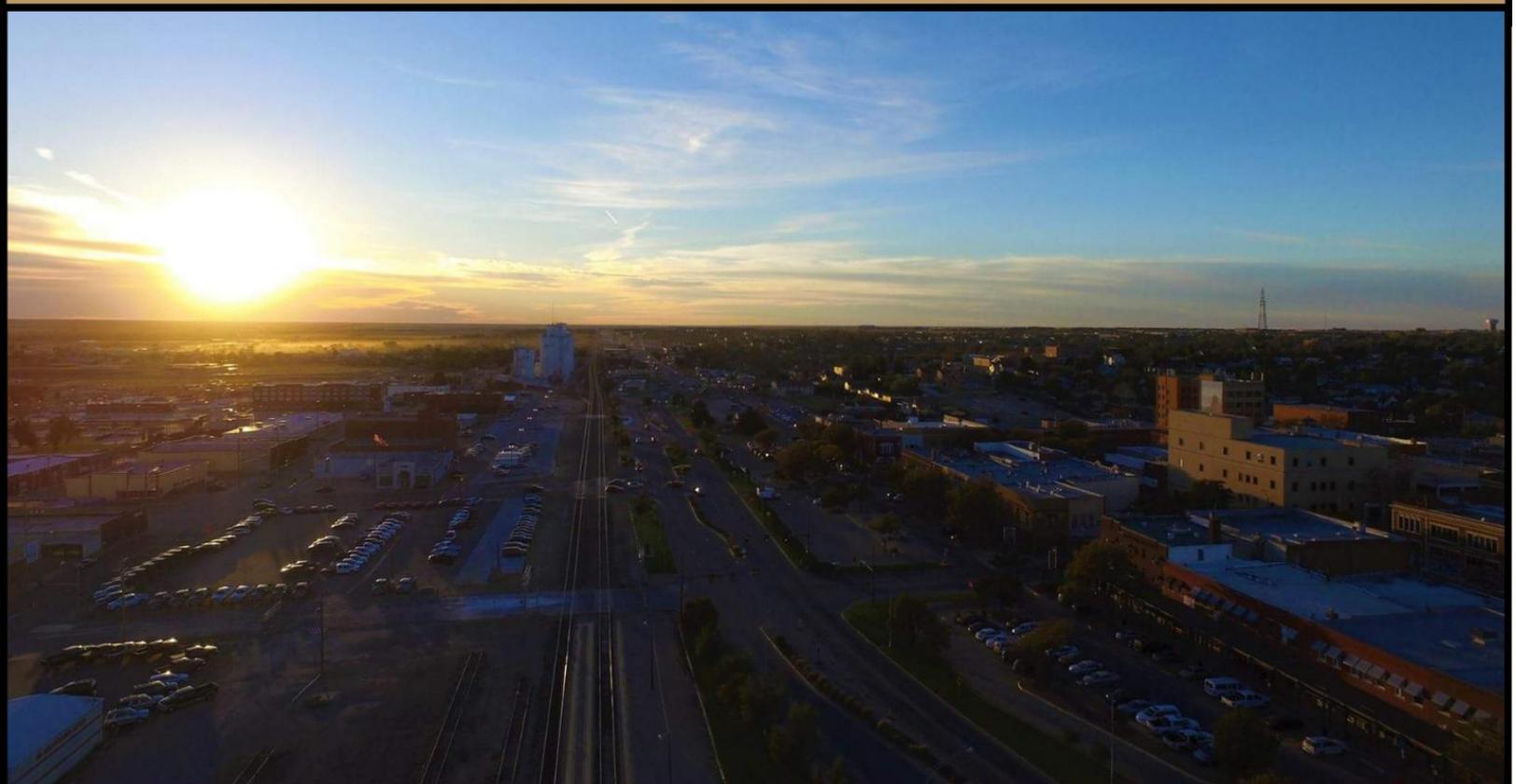
Attachments: 2026 Dodge City Legislative Policy

Approved for the Agenda by:



Nickolaus J. Hernandez
City Manager

CITY OF DODGE CITY LEGISLATIVE POLICY 2026



FUTURE FORWARD

CIVIC AND PROFESSIONAL

FOCUSED AND WELCOMING

RESILIENT AND DEPENDABLE

Dodge City is a future forward community that approaches growth with a civic and professional mindset. As a regional hub in southwest Kansas, the community is focused and welcoming, supporting a strong workforce, diverse population, and a business environment built on collaboration and reliability. Dodge City has demonstrated that it is resilient and dependable, consistently managing public resources responsibly while investing in infrastructure, public safety, water systems, and quality of life improvements. Continued partnership with Dodge City represents a commitment to a community that delivers measurable results, supports regional stability, and remains prepared to meet both current and future challenges.

CITY OF DODGE CITY

www.dodgecity.org



— ★ —
K A N S A S

PO Box 880

Dodge City KS 67801

Phone: (620) 225-8100

Fax: (620) 225-8144

2026 Legislative Policy

SUMMARY POSITION

This policy statement presents general legislative goals and objectives formally adopted by the Governing Body of the City of Dodge City. This statement will be provided to the Dodge City legislative delegation for its consideration at the 2026 legislative session. The focus of this policy statement is on general policies and principles; however, some positions on specific legislative proposals are included under appropriate general policy statements. Future revisions to this statement will include additional positions of the City on specific proposals and bills introduced during the 2026 session.

FEDERAL

FEMA

Although FEMA has revised its mapping strategies, it still discounts the protection that existing structures provide. For Dodge City, this happens when an existing structure is structurally sound but since design standards have changed, a sound structure is now considered useless. It still adds previously unmapped flood areas into a classification of “Undetermined Flooding”. No one knows the effect this will have on the citizens living in or development in this newly classified area. Also, the “one fit” approach does not work. Attention needs to be given to local conditions to determine the “best fit” for the area.

If accreditation is still necessary, Dodge City supports new legislation prohibiting FEMA from adding previously unmapped or any new special flood hazard areas to flood insurance rate maps without local government agency approval. In addition, Dodge City supports new legislation prohibiting FEMA from using the “approximation method” for establishing new special flood hazard areas, particularly in developed areas of the country. The “approximation method” was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New special flood hazard areas should only be added to the flood insurance rate maps after a detailed study and concurrence of local government. Dodge City supports legislation that would extend the accreditation time. This would allow cities to responsibly budget and prepare for the financing necessary to meet the required improvements to the levy system.

TRANSPORTATION

AIR: The Essential Air Service (EAS) program is critical to providing the Dodge City region with reliable access to multiple major hubs and international airports. Dodge City strongly supports the continued federal funding of passenger air service to the Dodge City Regional Airport.

Federal funding through the Airport Improvement Program (AIP) is essential to maintaining safe, efficient, and compliant airport infrastructure. AIP funding must remain available to all airports, and uninterrupted funding is critical to the timely planning and delivery of airport improvement projects. Dodge City supports continued and uninterrupted funding of Federal Aviation Administration programs, including the Airport Improvement Program for airports

HIGHWAY: State and Federal transportation dollars should be spent on adequate and equitable transportation infrastructure in all of Kansas. Transportation infrastructure is vital to our local, state, and country's economy, individuals' safety, and our nation's defense The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. Dodge City also advocates for the planning of dividing Highways 54, 50/400, as IKE projects.

RAIL: Dodge City supports enhanced passenger and freight rail service in Kansas. In particular, the improvement, preservation, and reinvestment of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles is strongly supported. Dodge City encourages State and Federal funding to preserve this needed transportation link to access the southwestern region of the State. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation. Dodge City believes freight and rail service is one important way to maintain and grow the economy of the region.

HOUSING

Dodge City strongly recommends the continuation of USDA rural development programs and to allow for the inclusion of true rural communities like Dodge City. In addition, we urge Congress to prevent disproportionate cuts to rural development programs. Such cuts affect rural housing, water/sewer, and business programs, all of which are vital to the continued prosperity of the economy in rural communities.

RENEWABLE ENERGY

The City strongly supports renewable energy alternatives and the biogas industry. Dodge City believes that developing a viable biogas, solar and wind energy industry in the United States and the State of Kansas can boost the economy and provide a reliable, sustainable, distributed source of renewable energy while reducing greenhouse gas emissions. Communities and private organizations around the nation are utilizing renewable energy alternatives not only to diversify

energy supply and reduce dependence on imported fuels, but also to improve profitability for operations through energy and co-product sales, nutrient recovery and avoided energy costs.

Dodge City encourages continued support for RINS (renewable identification numbers), which provides an important incentive to producing renewable natural gas and promote financial opportunities to move forward in developing a robust biogas industry. The City suggest that no changes be made to the Renewable Fuel Standard program and that the Environmental Protection Agency does not lower the targets for cellulosic biofuels from the current statutory targets.

RAILROAD QUIET ZONES

We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.

IMMIGRATION

Immigrant and refugee labor is vital to the southwest Kansas economy. Dodge City believes in legal immigration and that the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For Dodge City, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in Southwest Kansas require a reduction in time and distance barriers between the individual and their pursuance of legal status; and 3) a recognition that Southwest Kansas residents require additional resources to integrate immigrants into the community.

In addition, Dodge City requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in the frequency of USCIS mobile services in

Southwest Kansas as follows:

- Provide at least monthly mobile service visits.
- Provide full services (biometrics, interviews, etc.) during each visit.
- Dodge City will continue to provide support staff.
- Increased frequency of naturalization ceremonies.

Lastly, Dodge City strongly believes that the United States Congress should engage to deliver bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame.

STATE

HOME RULE

HOME RULE: Dodge City strongly supports the constitutional home rule authority of Kansas cities. Consistent with the Home Rule Amendment of the Kansas Constitution **approved by voters in 1960**, Dodge City supports the ability of local elected officials to make decisions for their communities, particularly local tax and revenue decisions. Self-governance by locally elected officials must be preserved to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

ANNEXATION: The ability of Dodge City to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. Dodge City recognizes the statutory framework which was amended in 2011 and 2015. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, Dodge City strongly opposes any further change which would limit the authority of Dodge City to grow through annexation.

EMINENT DOMAIN: Eminent domain is a fundamental municipal necessity. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Dodge City supports increased flexibility for local government to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

PUBLIC PROPERTY & RIGHTS-OF-WAY: Dodge City opposes any legislation which would restrict the ability of cities to control and manage public property and rights-of-way or the ability of cities to franchise those entities that utilize the rights-of-way.

CITY ELECTIONS: Dodge City strongly believes that City Elections should remain non-partisan and separate from state and national elections.

BUILDING AND FIRE CODES

Longstanding practice in Kansas has allowed cities to administer and approve internationally accepted building and fire safety codes and conduct plan reviews and inspections based on those adopted codes. Dodge City opposes any measure to preempt local building codes and any deviation from this practice or legislative changes that would erode local boards and governing bodies from making amendments to these adopted codes.

Dodge City encourages the State Legislature and Office of the State Fire Marshal in their efforts to update and adopt a new state fire code to seek feedback from all stakeholders including local building officials, fire marshals, and local elected officials from across the state.

GOVERNMENTAL ETHICS

KANSAS OPEN MEETINGS ACT (KOMA) and KANSAS OPEN RECORDS ACT

(KORA): Dodge City supports all levels of government being subject to the same open meeting requirements which promote citizen involvement without being unduly burdensome. Open records laws should balance the public's right to access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct essential business functions. The statutorily required sunset for all exemptions to the Kansas Open Records Act is impractical and should be removed.

PUBLIC EMPLOYEES

City employees are the foundation of effective city government. City governing bodies must have the authority to develop personnel policies to attract and maintain a high-quality public workforce.

KPERS/KP&F: Dodge City accepts the State's efforts to maintain the solvency of the Kansas Public Employees Retirement System by providing employees with a diverse professional investment portfolio that will offer long-term security. Dodge City supports the current statutory framework regarding KPERS and KP&F as passed by the 2012 Kansas Legislature. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS/KP&F system should consider the impact on cities' ability to hire and retain qualified public employees.

LAW ENFORCEMENT OFFICERS: Dodge City believes that employment persons with lawful employment status should be allowed to serve as law enforcement officers in Kansas. The City strongly encourages the state legislature to amend statute (KSA 74-5605 (b) (1) that requires citizenship for law enforcement officers. The City asks to consider aligning with U.S. Military requirements in the Military Accessions Vital to the National Interest (MAVNI) program. We believe that this amendment will expand the pool of law enforcement candidates and increase diversity across Police Departments in Kansas communities who are struggling with recruitment.

MUNICIPAL FINANCE:

KANSAS TAX SYSTEM: Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. Any changes to the Kansas Tax System must avoid shifting additional financial burdens to local governments.

Additionally, Dodge City realizes that there is a large reliance on property taxes to fund local and state government. All property taxing authorities should be equally transparent, and should abide by the same limitations, restrictions, and requirements. Any additional transparency measures should not be burdensome or costly.

PROPERTY TAX EXEMPTIONS: Dodge City believes that the existing property tax base should be protected and therefore encourages the Kansas Legislature to resist any proposal to

further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Kansas Legislature should actively review existing exemptions to determine whether the exemptions are still appropriate or should be repealed.

REVENUE SHARING: The Kansas Legislature should reinstate existing revenue sharing programs. If the State is unable to fully fund said programs, the Kansas Legislature should authorize cities to impose alternative revenue sources to maintain appropriate levels of funding for the health, safety, and welfare of our citizens.

TAX/SPENDING LID: Dodge City believes that local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

UNFUNDED MANDATES: Dodge City opposes unfunded mandates. If the State seeks to promote policy objectives, such mandates should be accompanied by an appropriate level of funding.

INTERNET SALES TAX

The collection of sales and use tax should not preempt state and local sales and use tax authority. Should federal legislation allow for the State imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. City leaders should be included in legislative discussions regarding restructuring the Kansas tax system and any modifications must avoid shifting additional financial burdens to local governments. The City of Dodge City opposes the removal of sales tax exemptions for Kansas Municipalities.

HISTORIC PRESERVATION

HISTORIC PRESERVATION:

The State Historic Rehabilitation Tax Credit Program and the Heritage Trust Fund assist communities in maintaining and/or preserving their historic buildings. It also serves as a critical resource for economic development and provides valuable private investment that preserves our history and heritage not only for today but for future generations.

Dodge City supports maintaining and enhancing the State Historic Rehabilitation Tax Credit program and Historic Preservation Grants. Such programs assist communities in restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

Heritage Trust Fund · The Heritage Trust Fund grant program is a state-funded grant program awarded annually since 1990 to Register-listed properties statewide. Heritage Trust Fund

funding is collected by county Registers of Deed from document filing fees and transmitted to the state quarterly. Approximately \$1 million is available annually, but it is typically 3 to 4 times that amount requested. SKC advocates supplementing the Heritage Trust Fund to provide more funding for historic downtowns and commercial properties.

COMMUNITY DEVELOPMENT

ECONOMIC DEVELOPMENT: Dodge City relies on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities. Dodge City is neither, based on the region's micropolitan statistical area (μSA) geographical designation. Therefore, Dodge City is too big for rural-oriented programs and too small for urban-oriented programs. Dodge City is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities that are ineligible for many programs.

ZONING: Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected officials when considerations of health, safety and welfare of the community are to be determined. Dodge City opposes any change which would limit authority of cities.

STAR BONDS: Dodge City supports the ability of cities to utilize STAR bonds to promote economic development in their communities.

CHILDCARE: The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. The City supports creating a regulatory environment that supports rather than impedes the creation of more childcare facilities. In addition, to adapting the regulatory environment, the City supports additional funding to those facilities attempting to meet the requirements and close the gap on children without childcare. This issue impacts economic development, employers, and the future of our region.

BROADBAND: Access to reliable broadband service is increasingly important to the economic health of Kansas cities. We support the establishment of the Broadband Deployment Grant to facilitate broadband expansion in Kansas. Guidance for the grant program and broadband related statutes must recognize the important role of local governments play in such expansion and not remove important planning and right of way authority from local governments.

GAMBLING

By law, two percent of gambling revenue in Kansas must go to the Problem Gambling and Addictions Grant Fund which is designed to treat problem gamblers and people with other addictions. Grants are to be awarded for the direct treatment of pathological gambling and for research regarding the impact of gambling on residents of Kansas, including determining the

effectiveness of education and prevention efforts.

The Problem Gambling Fund must be protected for the purpose it is intended and must be allocated throughout the State with an emphasis on the gaming zones where people are at greater risk to develop issues with problem gambling.

The State of Kansas should avoid legislation which would negatively affect existing gaming facilities and the communities which have dedicated public funds for infrastructure and growth related to such facilities.

HOUSING

The State of Kansas has provided many useful tools for communities to utilize incentives where gaps between construction rates and market rates prohibit development without incentives. The retention of these programs is critical to Dodge City as is the simplification of the processes required to make utilization timely and less complicated.

Dodge City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State of Kansas to continue providing MIH funding and expand its financial commitment to this very important housing program.

The retention and simplification of programs such as Reinvestment Housing Incentive Districts and Neighborhood Revitalization Program that are currently permitted by statute in qualifying communities is vital to Dodge City.

The Kansas Legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity which is imperative for developers to create affordable housing facilities.

TRANSPORTATION

TRANSPORTATION: Passenger rail, freight rail, commercial aviation, general aviation, and adequate highways are critical to the safety of our citizens as well as a vital means of maintaining and growing our local economy. Dodge City believes in the continued advocacy and funding for transportation infrastructure and maintenance in Southwest Kansas.

HIGHWAY: Transportation infrastructure is critical not only to the safety of regional residents and travelers but also to the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

RAIL: Preserving long distance rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one way to maintain and grow the economy of

Dodge City. Such service includes but is not limited to Amtrak passenger rail service. Dodge City believes Amtrak should continue to be adequately funded and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak, and BNSF.

AIR: State matching funds, including programs such as the Kansas Airport Improvement Program (KAIP), are vital to leveraging federal dollars and advancing airport improvement projects. Continued state investment in airport infrastructure supports not only aviation safety and compliance, but also regional economic development, business attraction, workforce mobility, and the long-term viability of air service in southwest Kansas.

IMMIGRATION

Immigrant labor is vital to Dodge City’s economy and continued growth and development. In correlation with this issue and due to the increased number of safety and transportation risks with uninsured drivers, Dodge City supports an initiative for limited and restricted driver’s license. The City also supports current legislation that gives in-state tuition to undocumented students at Kansas colleges and universities.

EDUCATION

EDUCATION: An adequate and stable workforce is essential to maintaining and growing the economy of Dodge City and Southwest Kansas. Therefore, Dodge City believes in establishing educational opportunities for local and regional residents. Such opportunities include, but are not limited to, specialized training programs and educational degree programs. To meet these educational goals, Dodge City wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12, as well as post-secondary and graduate programs. Additionally, Dodge City supports adequate funding for all Kansas Board of Regents institutions.

Southwest Kansas is the only quadrant of the state without a four-year public university. To bridge this gap and to provide a stronger higher education presence in our region, a University/Training Center has been established to offer bachelor and master’s level programs to meet the demands of the workforce with an initial focus on healthcare services. Students will obtain their first two years of education and their associate degree through one of the region’s community colleges and then can finish their bachelor or advanced degree through the University/Training Center. Headquartered in Dodge City, students across the region will have access to programs through a blended mix class format with some face-to-face classroom time in addition to web-based offerings. The opportunity to “Grow Our Own” is extremely critical to the long-term success of our regional workforce and the state of Kansas.

HEALTHCARE AND ACCESS TO SERVICES

RURAL HEALTHCARE: The obstacles faced by health care providers and patients in rural areas are vastly different than those in urban areas. Rural communities face significant health challenges primarily due to access to health services and a severe lack of healthcare providers, meaning residents often have limited access to basic medical care, struggle to reach specialists, and may need to travel long distances to receive treatment.

Rural hospitals strive to provide their patients with the highest quality of care while simultaneously tackling the unique challenges of their often-remote location, small size, limited workforce, and constrained financial resources. Low patient volumes make it difficult for these organizations to manage the high fixed costs associated with operating a hospital, making them financially vulnerable to policy and market changes, and to Medicare and Medicaid payment cuts.

Dodge City supports eliminating barriers that limit provider capacity and patient access to critical health services and telemedicine technologies.

MEDICAID: Medical providers are challenged in meeting their communities' needs. We support the expansion of Medicaid/KanCare through receipt of the state budget neutral money therefore allowing such entities the ability to support critical services for their citizens.

MENTAL HEALTH: The need for mental health services continues to be significant throughout Dodge City and Southwest Kansas. Therefore, Dodge City supports increased funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs. Furthermore, additional training and support services for first responders is key to addressing these challenges on a local level to better support those on the front lines of the crisis.

WATER

WATER: Dodge City is dedicated to a thoughtful water policy that enables Dodge City to safely and effectively meet water needs while also protecting resources. Dodge City believes increased local involvement is critical to the successful implementation of the current Kansas Water Plan and the Vision for the Future of Water in Kansas plan which is intended to coordinate the management, conservation and development of water resources across the state for the next fifty years. Dodge City also strongly encourages the development of new and sustainable water supplies.

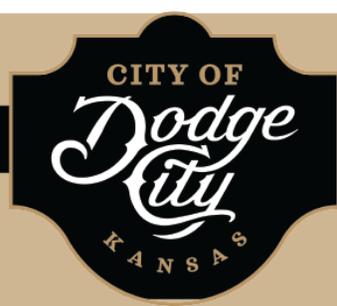
The expanded use of reclaimed or re-use water is one way that communities/cities can meet the future demands for water. The use of this water for non-potable uses needs to be considered. A couple of examples are: 1) expanding the use of re-use water for irrigation of private property; 2) use in construction projects; or 3) use in Managed Aquifer Recharged (MAR), Aquifer Recharge (AR), or Aquifer Storage and Recovery (ASR) project.

To provide for the future growth of a community, cities must be diligent in purchasing water rights; however, in the past, water rights were 'tied together' and municipalities lost additional allocation with this procedure. When water rights are converted to municipal use from agriculture use, there is a reduction in the amount allowed for consumption. Agriculture consumption is in the form of irrigation. Most of the water consumption incurred by municipalities occurs during the summer months by irrigation. Consequently, municipalities should not have a reduction when converting water rights.

Dodge City supports legislation to allow municipalities the ability to "untie" currently owned water rights and reduce or eliminate the conversion of water rights from agriculture to municipal.

Closing Statement

The City generally supports legislative initiatives which would improve the quality of life for our citizens and enhance the effectiveness of local governments consistent with Home Rule. The City generally supports the provisions of the Statement of Municipal Policy of the League of Kansas Municipalities.



CORE PURPOSE

Together we serve to make Dodge City the best place to be.

CORE VALUES

Safety

Together we endeavor to provide a safe and secure workplace and community.

Honesty, Integrity & Respect

Together we work honestly and with integrity, while respecting the rights of others.

Ongoing Improvement

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

Working Towards Excellence

Together we strive to achieve high performance and service standards set by us and expected by the community.

MISSION STATEMENT

Together we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.





Memorandum

To: City Commission

From: City Manager, Nick Hernandez and Assistant City Manager, Melissa McCoy

Date: January 5, 2026

Subject: SKC Legislative Agenda Approval

Agenda Item: New Business

Purpose: The legislative policy agenda is a communication tool that is utilized to provide information on the Southwest Kansas Coalition's (SKC) position to State and Federal legislators on various issues that could have an impact on local government.

Recommendation: Staff recommend approval of the 2026 Southwest Kansas legislative policy agenda.

Background: Since November of 2008, the City of Dodge City has partnered with the City of Garden City and City of Liberal in the Southwest Kansas Coalition (SKC). The City of Hays was added later as an Associate Member. The goal of the SKC is to identify common needs of the Southwest Kansas area and to then cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region.

The legislative policy agenda will be submitted to our state legislators and congressional representatives. This document will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. SKC also generally supports the provisions of the State of Municipal Policy of the League of Kansas Municipalities.

Following review by City Commissioners and Administration at the Annual SKC meeting on November 19, 2025, the SKC 2026 State/Federal Legislative Policy updates include the following:

- Home Rule-this section was added to emphasize support for local officials making decisions for their communities, specifically tax and revenue decisions.
- Historic Preservation- information was updated from the 2025 policy since the Kansas State Legislature passed the increase for the State Historic Rehabilitation Tax Credit Program to allow for up forty percent tax credit (40%) for cities with a population of 50,000 or less.
- Building and Fire Codes- this information was added to convey opposition to measures to preempt local building codes and oppose deviation from this practice or legislative changes that would affect local control.

City Commission Options:

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

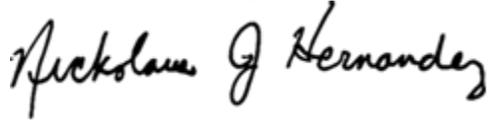
Financial Considerations: None

Purpose/Mission: Together we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None

Attachments: 2026 SKC Legislative Policy Agenda

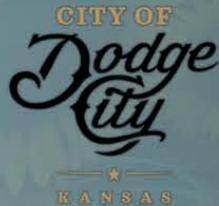
Approved for the Agenda by:

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

Nickolaus J. Hernandez
City Manager

About SKC

The Cities of Dodge City, Garden City, and Liberal formed the Southwest Kansas Coalition to collectively and actively participate in issues impacting the region. SKC was formed to advocate that Southwest Kansas should be consistently and thoughtfully considered in state and federal level decisions, particularly when such decisions regard issues of importance to region residents. The City of Hays joined the organization as an associate member, as many of the issues important to SKC are important to all of western Kansas. SKC is profoundly dedicated to the principle of home rule, which is mostly simply described as local elected officials making local government decisions. The Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.



2026 SOUTHWEST KANSAS COALITION **LEGISLATIVE AGENDA**

Annexation

The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statutes. The current statutory framework was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, SKC opposes any change that limits the authority of cities to grow through annexation.

Health Care and Access to Services

The obstacles faced by health care providers and patients in rural areas are vastly different than those in urban areas. Rural communities face significant health challenges primarily due to access to health services and a severe lack of healthcare providers, meaning residents often have limited access to basic medical care, struggle to reach specialists, and may need to travel long distances to receive treatment.

Rural hospitals strive to provide their patients with the highest quality of care while simultaneously tackling the unique challenges of their often-remote location, small size, limited workforce, and constrained financial resources. Low patient volumes make it difficult for these organizations to manage the high fixed costs associated with operating a hospital, making them financially vulnerable to policy and market changes, and to Medicare and Medicaid payment cuts.

To enhance the health and well-being of individuals and communities, SKC supports eliminating barriers that limit provider capacity and patient access to critical health services and telemedicine technologies. SKC encourages increased funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs. Furthermore, additional training and support services for first responders are key to addressing these challenges on a local level to better support those on the front lines of the crisis.

Education

An adequate and stable workforce is essential to maintaining and growing the economy of southwest Kansas. Therefore, SKC believes in establishing educational opportunities for regional residents. Such opportunities include but are not limited to, specialized training programs and higher educational degree programs. To meet these educational goals, the Coalition wishes to maintain adequate funding to allow for the growth and advancement of educational programs in K- 12 as well as postsecondary and graduate degrees. Additionally, SKC supports adequate funding for all Kansas Board of Regents institutions.

Southwest Kansas is the only quadrant of the state without a four-year public university. In order to bridge this gap and to provide a stronger higher education presence in our region, a University Center has been established to offer bachelor's and master's level programs to meet the demands of the workforce with an initial focus on healthcare services. Students will obtain their first two years of education and their associate's degree through one of the region's community colleges and then have the opportunity to finish their bachelor's or advanced degree through the University Center. Headquartered in Dodge City, students across the region have access to programs through a blended mixed-class format with some face-to-face classroom time in addition to web-based offerings. SKC strongly supports community colleges as they provide the opportunity to "Grow Our Own" which is extremely critical to the long-term success of our regional workforce and the state of Kansas.

Water

SKC cities advocate for all of their citizens to have access to clean, safe, and affordable water. The State of Kansas has recognized that water is protected for the use and benefit of the citizens of Kansas. Water is the preeminent natural resource that provides for the economic growth and viability of our communities. SKC supports policies that expand the use of State Revolving Loan Funds and Debt Forgiveness programs to assist communities in pursuing infrastructure investments to ensure a safe water supply that addresses quality requirements, and resiliency and improves resource conservation.

SKC cities also wish to project a unified voice in water resource use decisions at the State and Federal levels. This engagement also includes involvement with River Advisory Communities (RACs) and Groundwater Management Districts (GMDs) to benefit municipal customers as partners in the rural economy through conservation and use strategies with municipal, agricultural, and industrial partners supporting the long-term social and economic health of Southwest Kansas.

Immigration

Immigrant and refugee labor is vital to the southwest Kansas economy. SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in SKC member cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal status; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community.

In addition, the SKC requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in the frequency of USCIS mobile services in

Southwest Kansas as follows:

- Provide at least monthly mobile service visits to SKC member cities.
- Provide full services (biometrics, interviews, etc.) during each visit.
- SKC member cities will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

Lastly, the SKC strongly believes that the United States Congress should engage to deliver bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame.

Childcare

The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. SKC supports creating a regulatory environment that supports rather than impedes the creation of more childcare facilities. In addition, to adapt to the regulatory environment, SKC supports additional funding to those facilities attempting to meet the requirements and close the gap between children without childcare. This issue impacts economic development, employers, and the future of our region.

Taxes

The collection of sales and use of tax legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. City leaders should be included in legislative discussions about restructuring the Kansas tax system and any modifications must avoid shifting additional financial burdens to local governments. SKC opposes the removal of sales exemptions for Kansas Municipalities. Additionally, SKC cities realize there is a large reliance on property taxes to fund local and state government. All property taxing authorities should be equally transparent and have to abide by the same limitations, restrictions, and requirements. Any additional transparency measures should not be burdensome or costly.

Historic Preservation

The State Historic Rehabilitation Tax Credit Program and the Heritage Trust Fund assist communities in maintaining and/or preserving their historic buildings. It also serves as a critical resource for economic development and provides valuable private investment that preserves our history and heritage not only for today but for future generations.

SKC supports maintaining and enhancing the State Historic Rehabilitation Tax Credit program and Historic Preservation Grants. Such programs assist communities in restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

Heritage Trust Fund:The Heritage Trust Fund grant program is a state-funded grant program awarded annually since 1990 to Register-listed properties statewide. Heritage Trust Fund funding is collected by county Registers of Deed from document filing fees and transmitted to the state quarterly. Approximately \$1 million is available annually, but it is typically 3 to 4 times that amount requested. SKC advocates supplementing the Heritage Trust Fund to provide more funding for historic downtowns and commercial properties.

Transportation

Transportation infrastructure is critical to the safety of regional residents and travelers. Transportation infrastructure is also vital to the regional economy’s maintenance and growth. Therefore, SKC believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

Air Transportation

Federal funding for passenger air service is vital to Southwest Kansas. The Essential Air Service Program is critical to providing the region with access to multiple major international airports. SKC encourages continued support from the Congressional Delegation. SKC supports increased FAA safety regulations; however, the qualifier of seat time has drastically reduced the number of qualified pilots under FAA regulations for Essential Air Service, thus resulting in canceled flights. SKC supports incorporating qualified classroom training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in Southwest Kansas communities. SKC also supports continued and uninterrupted funding of the Federal Aviation Administration and expansion of the Airport Improvement Projects for airports. Federal funding through the Airport Improvement Program is critical to maintaining the infrastructure of airports.

Rail Transportation

SKC supports enhanced passenger and freight rail service in Kansas. In particular, the Coalition strongly supports the improvement, preservation, and reinvestment of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. SKC encourages State and Federal funding to preserve this needed transportation link to access the southwestern region of the State. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

Highway Transportation

State and Federal transportation dollars should be spent on adequate and equitable transportation infrastructure in all of Kansas. Transportation infrastructure is vital to our local, state, and country’s economy, individuals’ safety, and our nation’s defense The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC also advocates for the planning of dividing Highways 54, 50/400, and 83, as IKE projects.

Home Rule

Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters, SKC supports local elected officials making decisions for their communities, particularly tax and revenue decisions. Self-governance by locally elected officials must be preserved to ensure that local issues are handled at the level of government closest to the citizens that they represent.

Building and Fire Codes

Longstanding practice in Kansas has allowed cities to administer and approve internationally accepted building and fire safety codes and conduct plan reviews and inspections based on those adopted codes. SKC opposes any measure to preempt local building codes and opposes any deviation from this practice or any legislative changes that would erode local boards and governing bodies from making amendments to these adopted codes.

Contacts

Matt Allen
City Manager
City of Garden City
301 N. 8th Street
Garden City, KS 67846
620-276-1160
Matt.Allen@gardencityks.us

Scarlette Diseker
City Manager
City of Liberal
324 N. Kansas Avenue
Liberal, KS 67901
620-626-2201
Scarlette.Diseker@cityofliberal.org

Nick Hernandez
City Manager
City of Dodge City
806 N. 2nd Avenue
Dodge City, KS 67801
620-225-8100
Nickh@dodgecity.org

Southwest Kansas Coalition

