

Dodge City/Ford County CFAB Advisory Board Meeting
City Hall, City Commissioners Chambers
Wednesday, March 2, 2022
6:30 P.M.
Agenda

Welcome: Chair Michael Brakey

Roll Call:

Call to Order: Chair Michael Brakey

Visitors:

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

Consent Calendar:

1. Approval of Minutes from January 10, 2022 Meeting

Unfinished Business:

New Business:

1. Recommend United Wireless Arena Ribbon and Video Board Replacements -Report by Assistant City Manager/Public Affairs, Melissa McCoy

Next Meeting Date(s):

1. 6:30, Tuesday, March 22, 2022
2. 6:30pm, Tuesday, April 19, 2022
3. 6:30pm, Tuesday, September 20, 2022
4. 6:30pm, Tuesday, November 15, 2022

Adjournment:

Dodge City/Ford County CFAB Advisory Board Meeting
City Hall, City Commissioners Chambers
Monday, January 10, 2022
6:30 P.M.
Minutes

Welcome: Chair Michael Brakey

Roll Call: Michael Brakey, Michael Martinez, Mike Laskowsky, Martha Mendoza, (absent), Hugo Rodela, Angela Unruh, City Commissioner Rick Sowers, County Commissioner Kenneth Snook, City Manager Nick Hernandez, and County Administrator JD Gilbert

Call to Order: Chair Michael Brakey

Visitors:

1. There were no visitors remarks.

Election of Officers:

1. Election of 2022 Chair: Mike Martinez made a motion to nominate Michael Brakey to serve as Chair of CFAB for an additional term. Mike Laskowsky seconded the motion which passed 5-0.
2. Election of 2022 Vice-Chair: Michael Brakey made a motion to nominate Angela Unruh to serve as Vice-Chair of CFAB. Hugo Rodela seconded the motion which passed 5-0.

Consent Calendar:

1. Approval of Minutes from November 16, 2021 Meeting-

Angela Unruh made a motion to approve the consent calendar and Mike Laskowsky seconded. The motion passed 5-0.

Reports:

CFAB Updates:

1. “Why Not Dodge” Sales Tax Update, Report by Nicole May, Director of Finance, Assistant City Manager Melissa McCoy reported that Ms. May was absent but shared that the City was waiting on additional data to share on sales tax. A report will be sent out at a later. She added that as of the first of the year, the base sales tax rate within Dodge City has dropped from 8.65% to 8.5% with the sunset of the Horsethief Reservoir Sales Tax. However, rates still vary slightly in areas currently designated as Community Improvement Districts and STAR Bond Districts.
2. “Why Not Dodge” Sales Tax Project Update, Report by Melissa McCoy, Assistant City Manager/Public Affairs. Ms. McCoy shared updates on the following “Why Not Dodge” Sales Tax projects:

- Long Branch Lagoon: A conditional offer was made to the aquatics maintenance worker and he has accepted. Some preliminary meetings have been held with community members and former staff from the water park to get recommendations for improvements. The City has determined that it will be best to shift the manager position to seasonal since there has been limited interest in the full-time position. This will allow for the opportunity to hire two assistants to help oversee lifeguard training, swim lessons and programming as well as admissions and concessions.
- Field Sports: Jacob Miller was hired to serve as the new Sports and Events Coordinator. The 2022 season schedule for Legends Park is now available on dodgecity.org with the Spring Kickoff on April 16-17. Athletic Field Maintenance staff is working on projects at the different facilities including repairs to the fence at Cavalier field and regrading the warning tracks, the dirt edge between the outfield fence and the outfield.
- Dodge City Raceway Park: Ford County has been assisting with drainage repairs to correct some of the current issues. The Dollansky's are finalizing details to release the 2022 racing schedule which was sent to the board previously.
- United Wireless Arena and Boot Hill Casino and Resort Conference Center: The process to remove ice at the arena and prepare for the upcoming basketball tournaments has begun. City and County staff have been providing additional assistance for change overs for events. In addition, work is scheduled to begin this month on concrete repairs at the United Wireless Area. The other major project that is under review is the replacement of the ribbon board which has been failing along with the large screens for the north and south walls and the score tables. The overall project is anticipated at \$2,000,000. This is with \$732,000 for the Ribbon Board, \$1.15 million for the large end wall screens on the north and south walls and 65,000 for score tables. It will also need to be a sole purchase due to the nature of the equipment although the City will be able to use Government purchasing which will result in some cost savings.

Unfinished Business:

1. There was no unfinished business

New Business:

1. Recommend 2022 CFAB Organizational Funding Applications-Report by Assistant City Manager/Public Affairs, Melissa McCoy. Ms. McCoy provided an overview of the staff recommendation for Organizational Funding. Totaling \$110,000 which the total amount of funding available.

Hugo Rodela made a motion to recommend approval of the CFAB Organizational Funding applications as presented and Mike Martinez seconded. The motion passed 5-0.

Next Meeting Date(s):

Chair Michael Brakey went over the upcoming meeting dates. Then, the board thanked Mike Martinez and Michael Burns for their dedication and service on CFAB since this meeting marked the end of Mike's second three-year term and Michael Burns was elected to the City Commission. Staff is currently working on recommendations for nominations to the joint commissions for the new members.

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2. 6:30pm, Tuesday, April 19, 2022
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Adjournment:

Mike Martinez made a motion to adjourn and Mike Laskowsky seconded. The motion passed unanimously.



Memorandum

To: Community Facility Advisory Board (CFAB)

From: City Manager, Nick Hernandez & Assistant City Manager/Public Affairs, Melissa McCoy

Date: 02/24/2022

Subject: United Wireless Arena Ribbon Board Purchase

Agenda Item: New Business

Recommendation: Recommend the purchase of the ribbon board, screens, and associated hardware and software at the United Wireless Arena (UWA). Sole source bid amounts to \$1,474,492 from Daktronics to the City and County Commissions for approval.

Background: In early February, the City Commission authorized staff to obtain a sole source bid for the audio video components at UWA. The existing ribbon board at UWA is failing and some components are no longer functional. In addition, due to the age of the board, the replacement parts are no longer available. The ribbon board is an integral part of the arena and is used to promote upcoming events, sponsors, and scores for games and tournaments. However, there are very few vendors for this type of technology-thus the sole source bidding. In addition to the ribbon board failing, the large screens on the north and south walls are also in need of replacement.

Justification: Daktronics is the industry leader and provides a comprehensive system for venues of all sizes. They install quality systems and ensure that they remain operational. The goal is to have a partner who can provide, install and service the equipment and who will have parts when needed. The existing screens and ribbon are ten years old. The replacements are necessary to keep the system operational and should add improvements to quality of images and video as well. This proposal upgrades the current large screen on the north wall and upgrades the south wall screen from a static screen.

Financial Considerations: If approved, improvements will be paid for with a short-term bond, that has a five year pay off.

Purpose/Mission: Together we value progress, growth, and ongoing improvement.

Legal Considerations: There are no legal considerations.

Attachments:

Daktronics Sales Agreement

DAKTRONICS SALES AGREEMENT

United Wireless Arena
4100 W Comanche St
Dodge City, KS 67801

740143-2 REV 0
14-Feb-2022
Valid for 60 Days

RE: United Wireless Arena- Video and Ribbons
Omnia Partners Contract #R170101 – Certified Proposal Number #KS-R170101-314061

Dear Chris Ragland,

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to United Wireless Arena ("Purchaser").

Equipment and Services:

OPTION 1: END WALL DISPLAYS

- DVN-3001-5.9MN-840x2604
- DVN-3001-5.9MN-420x1344
- Control Equipment
- Installation
- Service: 1 Year Parts & Labor

(See attachments for additional details.)

PRICE (EXCLUDING TAXES) \$742,846.00

OPTION 2: RIBBON

- RTN-301-15MN-40x15904
- Control Equipment
- Installation
- Service: 1 Year Parts & Labor

(See attachments for additional details.)

PRICE (EXCLUDING TAXES) \$731,646.00

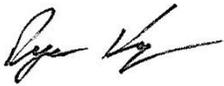
TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$1,474,492.00
(amount in USD)

DAKTRONICS SALES AGREEMENT

Delivery Terms: Equipment is quoted FCA Destination. Ship Date will be determined after execution of this Sales Agreement, shop drawings are approved, and down payment is received.

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.

Thank you for allowing Daktronics to submit a Sales Agreement for this project. We appreciate your consideration and are excited about the possibility of working with you. If you have any questions please contact the following:



Ryan Kuzman
Regional Sales
605-695-4368
Ryan.Kuzman@Daktronics.com



or Pat DeBoer
Project Manager
605-736-0104
Pat.DeBoer@Daktronics.com

ACCEPTANCE

The "Contract Documents" are comprised of the following and will be the basis of our Sales Agreement:

- Sales Agreement 740143-2 REV 0
- [SL-02375 Standard Terms and Conditions of Sale](#)
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- [SL-02374 Standard Warranty and Limitation of Liability](#)
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- Attachments
 - A [Equipment and Software](#)
 - B [Purchase Price and Payment Schedule](#)
 - C [Project Management, Engineering, and Site Support Services](#)
 - D [Installation Responsibilities](#)
 - E [Standard Warranty Service and Extended Services](#)

DAKTRONICS SALES AGREEMENT

Purchaser hereby agrees to purchase the Equipment, peripherals, Services, and additional supplies as defined by the Contract Documents. The Contract Documents constitute the full and final understanding of the parties and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Contract Documents as provided, including any online documents.

The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of the Contract Documents, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of the Contract Documents, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements.

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Sales Agreement.

All notices required herein shall be given to Purchaser at the address indicated above unless otherwise directed by the Purchaser in writing. The delivery and installation shall be at the address indicated on page one unless otherwise provided below:

Product Delivery Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

Installation/End User Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type



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Estimated Delivery: Determined by order date and approval of shop drawings.
Estimated Date of Substantial Completion: Determined by order date.

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ATTACHMENT A | EQUIPMENT AND SOFTWARE

OPTION 1 – END WALL DISPLAYS

South Wall - One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3001-5.9MN-1400-BR-MC-420x1344
- Approximate Active Area: 8.20' high x 26.25' wide
- Pixel Pitch: 5.9mm
- Matrix: 420 pixels high x 1344 pixels wide

North Wall - One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3001-5.9MN-1400-BR-MC-840x2604
- Approximate Active Area: 16.40' high x 50.85' wide
- Pixel Pitch: 5.9mm
- Matrix: 840 pixels high x 2604 pixels wide

OPTION 2 – RIBBON

One (1) Indoor Daktronics LED Ribbon Display

- Daktronics Model: RTN-301-15MN-1600-SM-MA-40x15904
- Approximate Active Area: 2.05' high x 815.29' wide
- Pixel Pitch: 15mm
- Matrix: 40 pixels high x 15904 pixels wide

Options Include:

Daktronics Custom Control
NCAA Stats Interface
Installation
Project Management
Spare Parts
Shipping to Site
One (1) Year Parts & Labor
Creative Services – Basic Content Package for Option 1
Two (2) Days – On-site Training
Commissioning

DAKTRONICS SALES AGREEMENT

ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price for Option 1 shall be \$742,846.00 (Excluding Taxes).

The Purchase Price for Option 2 shall be \$731,646.00 (Excluding Taxes).

The Total Purchase Price shall be \$1,474,492.00 (Excluding Taxes).

"Purchase Price" shall also include any additions or deletions pursuant to any duly authorized Change Orders.

The Payment Schedule is as follows, subject to credit review:

- Progress Payments

Financing option available; consult your sales representative for additional information.

TAXES: No taxes have been included in the price. Purchaser will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Purchaser is tax-exempt or purchasing for resale, a copy of Purchaser's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS: Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be in accordance with Section 3 of Standard Terms and Conditions of Sale (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

All Change Order work performed by Daktronics or a subcontractor of Daktronics will be performed at cost plus 20% overhead and profit.

DAKTRONICS SALES AGREEMENT

ATTACHMENT C | PROJECT MANAGEMENT, ENGINEERING AND SITE SUPPORT SERVICES

Our project management philosophy is focused on a smooth and uneventful experience for the Purchaser, and mitigating risk throughout the project to ensure there are no unexpected costs or delays. This philosophy includes a team tailored and dedicated to the unique needs of your project. Yet, understanding the need to have clear communication, your single point of contact will be our assigned project manager, who is familiar with your project and has completed jobs of similar scope and scale to yours.

Your project manager will collaborate with you and the entire project team to make sure every detail is covered and you have a clear understanding of what is happening during the course of the project.

Because our engineering capabilities are in-house, there is a reduction of risk in the possibility of issues arising. If there are items or discrepancies that come up, we can quickly address them to make sure problems do not compound. These engineering capabilities include mechanical, structural, electrical, and control systems to design and document the overall system.

Throughout the project, the project manager and the Purchaser will collaborate on many items. Some core functions of this process include:

- Organizing the key project team members from all parts of the project to complete the services as defined on the Installation Responsibilities (Attachment D). The responsibilities checklist is provided to make sure all parties clearly understand the scope and expectations.
- Establishing and managing the project timeline to meet the needs of your team.
- Reviewing the preliminary and/or final project shop drawings as per scope. This includes an explanation of the drawings and key items to approve before production.
- Coordinating shipments and deliveries to align with the established timeframes.
- Communicating activities of the Daktronics project team to understand when staff will be on-site for specific duties such as equipment installation support, control room set-up, final connections, system testing and training.
- Finalizing the project and securing project acceptance.

SUPPORT AND TRAINING

Daktronics support includes comprehensive training options, from technical training to learning how to use the software. We offer several different formats to suit your needs and schedule. Talk to your representative about what training is best for your needs.

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a basic content package. See www.daktronics.com/ContentRates for details.
- A Daktronics Creative Services Account Manager will work with Purchaser to fulfill all content packages. Quotes will be provided to the Purchaser detailing the scope of work and price chargeable at the then-current rate for services. Upon mutual agreement of the scope(s), Daktronics will furnish the content to Purchaser at no additional charge so



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long as the Purchaser has sufficient credit of creation services remaining. The content creation services credit for Basic and Bronze packages will expire one (1) year following the execution of the contract documents. All other packages will expire three (3) years following the execution of the contract documents unless otherwise noted. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright, and intellectual property right limitation. Creative Services Terms and Conditions (<http://www.daktronics.com/DCSTC>).

Unless specifically outlined in the Contract Documents, this order does not include the following:

- Physical installation
- Electrical installation
- Installation support
- Preventative maintenance
- Cable or conduit including labor
- Freight or insurance costs
- Any additional site related costs
- Appropriate structure, footing, and engineering
- Bonding

DAKTRONICS SALES AGREEMENT

ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Responsible Party		Description
Daktronics	Customer	
	✓	1. Provide existing utility drawings.
✓		2. Removal of existing equipment.
✓		3. Removal of existing mounting brackets.
✓		4. Removal of existing structure.
✓		5. Disposal of existing equipment.
✓		6. Disposal of existing mounting brackets.
✓		7. Generate and issue site specific electrical and signal drawing submittals for video equipment.
✓		8. Generate and issue site specific equipment shop drawing and attachment detail submittals for video equipment.
	✓	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	10. Provide verification and certification the building/structure can safely support all additional loads for the proposed equipment at all locations.
	✓	11. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		12. Engineering design and certification for Equipment attachment design.
	✓	13. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	14. Mark location of the new Equipment as delineated in the quote.
✓		15. Provide all required floor protection.
✓		16. Site clean-up after Daktronics work.
	✓	17. Clearly identify all specific display locations.
✓		18. Crating and shipping of all equipment to facility via common or independent carrier.
✓		19. Accept, lift, unload, and inspect all video equipment and control equipment from carrier.
✓		20. Provide storage of video equipment and control equipment in a safe, dry, and secure location until installation.
✓		21. Provide Equipment attachment hardware.
✓		22. Install Equipment attachment hardware.
✓		23. Fabricate and install substructure.
✓		24. Lift and mount Equipment listed in this quotation.
	✓	25. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations.

DAKTRONICS SALES AGREEMENT

✓		26. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
	✓	27. Provide and install signal cable conduit, with pull string, from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
✓		28. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
✓		29. Mount and install fiber patch panel as required by electrical and signal drawings.
✓		30. Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings.
✓		31. Furnish signal cable as delineated on the quote.
✓		32. Labor to pull all new signal cable (and remove existing cable, if required).
	✓	33. Interface cabling with video system including conduit, cabling and installation of cabling.
	✓	34. Interface cabling with audio system including conduit, cabling, and installation of cabling.
✓		35. Provide data drop within three (3) feet to the center of the LCDs and including adequate number of connection points.
✓		36. Terminate signal cable at control location and video Equipment.
	✓	37. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	38. Provide high speed internet connection to control room equipment.
	✓	39. Required power outlets on clean dedicated circuit(s) for all video and control equipment.
✓		40. Provide computer(s) for control software.
✓		41. Unpack, set-up, hook-up, and testing of control system.
✓		42. Set-up and testing of results/statistics/timing system including portable cabling and Daktronics software installation.
✓		43. Provide personnel for maintenance and operator training.
✓		44. Perform maintenance training during installation.
✓		45. Perform operator training.
✓		46. Perform installation supervision.
✓		47. Perform final systems testing and commissioning.
✓	✓	48. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		49. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

DAKTRONICS SALES AGREEMENT

ATTACHMENT E | STANDARD WARRANTY SERVICE AND EXTENDED SERVICES

FIRST YEAR OF SERVICE:

One Year Standard Parts and Labor Warranty DD1425981

(<http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Warranty and Limitation of Liability

ADDITIONAL YEARS OF EXTENDED SERVICE: Available upon request.

EXCLUSIONS

Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

SPARE PARTS PACKAGE

Adequate spare parts to support Daktronics' manufactured products with the quantities of each component included are based off well-trained engineers' and project managers' assessments of the custom display.

DAKTRONICS SERVICES

- Online Services available 24/7/365 via Daktronics.com and MySupport
- Service Coordination and Technical Support available via 1-800-DAK-TRON