

CITY COMMISSION AGENDA

City Hall Commission Chambers

Tuesday, January 22, 2013

7:00 p.m.

MEETING #4911

CALL TO ORDER

ROLL CALL

INVOCATION by Pastor Anthony Beville of Dodge City Church of the Nazarene

PLEDGE OF ALLEGIANCE

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, January 7, 2013;
2. Appropriation Ordinance No. 2, January 22, 2013;
3. Cereal Malt Beverage License
 - a. Tacos Jalisco, 410 E Wyatt Earp Blvd.
 - b. El Unico Restaurant, LLC, 1010 E Wyatt Earp Blvd
 - c. Walgreens #07817, 1801 N. 14th Avenue
4. Approval of Contract with the First Southern Baptist Church for Sewer Service.

ORDINANCES & RESOLUTIONS

Resolution No. 2013-02: A Resolution Amending Cemetery Regulations. Report by Director of Parks & Recreation, Paul Lewis.

Resolution No. 2013-03: A Resolution Amending Cemetery Fees. Report by Director of Parks & Recreation, Paul Lewis.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Agreement for Transfer of Real Estate and Improvements between the City of Dodge City and USD #443. Report by City Manager Ken Strobel.
2. Approval of Library Memorandum of Understanding. Report by Assistant City Manager, Cherise Tieben

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, January 7, 2013

7:00 p.m.

MEETING #4910

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Joyce Warshaw, Jim Sherer, Kent Smoll and Brian Delzeit.

INVOCATION by Pastor Anthony Beville of Dodge City Church of the Nazarene

PLEDGE OF ALLEGIANCE

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).

1. Cathy Reeves, Dodge City Public Library Quarterly Update.
2. Jane Longmeyer, Presented the Kansas City Public Improvement Award on the Water Reclamation Facility with Beneficial Reuse from the American Council of Engineering Companies of Kansas.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 17, 2012;
2. Approval of City Commission Special Meeting, December 31, 2012;
3. Appropriation Ordinance No. 1, January 7, 2013;
4. Cereal Malt Beverage License:
 - a. Water Sports Campground, 500 Cherry St.
 - b. Taylor's, 2305 W. Wyatt Earp Blvd.

Commissioner Jim Sherer moved to approve the Consent Calendar as presented; Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

A Resolution Designating the Fidelity State Bank and Trust Company of Dodge City, Kansas as an official Depository Bank of the City of Dodge City was approved on a motion by Commissioner Kent Smoll. The motion was seconded by Commissioner Brian Delzeit. The motion carried unanimously.

NEW BUSINESS

1. The 2013 State/Federal Legislative Policy was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Joyce Warshaw. Motion carried unanimously.
2. YMCA Supplemental Agreement was approved on a motion by Commissioner Brian Delzeit, seconded by Commissioner Jim Sherer. The motion carried unanimously.
3. Development Agreement by and between Kansas Builders, LLC and the City of Dodge City was approved by Commissioner Kent Smoll, seconded by Commissioner Brian Delzeit. The motion carried unanimously.

OTHER BUSINESS

Ken Strobel:

Reminders:

- The Hinkle House Ribbon Cutting, Friday, January 11 at 11:30 - New innovative program for rehabilitated homes;
- Next regular meeting will be on Tuesday, January 22;
- We have received preliminary design for Trail Street-will be having a Work Session on Monday, February 4;
- Thursday and Friday, January 9th & 10th, Amtrak will be sponsoring a train from Topeka to Lamar to talk about improvements that need to be made. We will be meeting in Topeka to discuss Star Bond Project;
- Thanked Commissioners and Staff for a good year last year.
- Message to send to State-Local government is most responsive government for local people;
- Mary Trent's mother passed away Sunday, expressed condolences to Mary and family;

Cherise Tieben:

- Wanted to know if Commission was okay with the Website to access documents.

Jane Longmeyer:

- Looking for residents interested in serving on Boards and Commissions.

Joyce Warshaw:

- Wishes everyone a Happy New Year;
- Complimented fellow Commissioners - Commented on the City Staff; They are very committed and we are very fortunate to have the caliber of employees that we do;
- Fortunate to serve on Commission.

Jim Sherer:

- Echoes Joyce's comments, appreciates her dedication to the City Commission.

Kent Smoll:

- YMCA has officially opened and will have an open house on January 15;
- YMCA changed the corporate structure in SW Kansas. One of the advantages will be more equipment and Child Watch;
- Saw Mike Goddard digging holes around town-Crews fixing Main breaks, has a lot of respect for Mike and his crew and thanked all of them;

Brian Delzeit:

- Commented on Sales Tax comparison sheets, we are up about \$500,000 year to date.

Rick Sowers:

- Excited for the New Year.

ADJOURNMENT

Commissioner Jim Sherer moved to adjourn the meeting; Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-K42613037E01</u>			
Name	Phone No.	Date of Birth	
<u>Rebecca Escalante</u>	<u>(7020)255-9045</u>		
Residence Street Address	City	State	Zip Code
<u>1201 1st Avenue</u>	<u>Dodge City</u>	<u>KS</u>	<u>67801</u>
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>N/A</u>	<u>N/A</u>		
Residence Street Address	City	State	Zip Code

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name	Name		
<u>Tacos Jalisco</u>	<u>Rebecca Escalante</u>		
Business Location Address	Address		
<u>712 W. Wyatt Earp</u>	<u>P.O. Box 1311</u>		
City	City	State	Zip
<u>Dodge City</u>	<u>Dodge City</u>	<u>KS</u>	<u>67801</u>
Business Phone No.	<input type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s)	<u>Amado Alvarez & Rebecca Escalante</u>		

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>18</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have Not Have
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

INDIVIDUAL/SOLE PROPRIETOR APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-461699535F-01</u>			
Name <u>Juan Farias</u>	Phone No. <u>620-430-0539</u>	Date of Birth <u>03-18-1951</u>	
Residence Street Address <u>706 Ave. B</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>	
Applicant Spousal Information			
Spouse Name <u>Maria Farias</u>	Phone No. <u>620 430-0539</u>	Date of Birth <u>01-17-1953</u>	
Residence Street Address <u>706 Ave B</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>El Unico Restaurant LLC</u>		Name	
Business Location Address <u>1010 E. Wyatt Earp Blvd</u>		Address	
City <u>Dodge City</u>	State <u>KS</u>	City	State Zip
Business Phone No. <u>620 390 9496</u>		<input checked="" type="checkbox"/> I own the proposed business or special event location.	
Business Location Owner Name(s)		<input type="checkbox"/> I do not own the proposed business or event location.	

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>5</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have Not Have
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City, KS

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-361924025F-01			
Name of Corporation Walgreen CO		Principal Place of Business 1801 N 14th Ave. Dodge City, KS	
Corporation Street Address PO Box 901		Corporation City Deerfield	State IL Zip Code 60015
Date of Incorporation 02/15/1909		Articles of Incorporation are on file with the Secretary of State. n/a <input type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Jason S Donica		Phone No.	
Residence Street Address 601 E Harry Street		City Wichita	State KS Zip Code 67218

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (if different from business address)	
DBA Name Walgreens #07817		Name Walgreen Co	
Business Location Address 1801 N 14th Ave Dodge City KS 67801		Address PO Box 901	
City Dodge City	State KS	City Deerfield, IL	Zip 60015
Business Phone No. 620-225-6095		<input type="checkbox"/> Applicant owns the proposed business or special event location. <input type="checkbox"/> Applicant does not own the proposed business or event location.	
Business Location Owner Name(s) WG 7817 LLC			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name Walgreen Co. is a publicly held Corporation listed on the New York Stock Exchange. To the best of my knowledge, no one person or Corporation owns as much as 5% of corporate stock.		Date of Birth	
Residence Street Address		State	Zip Code
Spouse Name		Date of Birth	
Residence Street Address		State	Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code
Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code

JAN 16 2013
984 8948
TF

Memorandum

To: *City Manager*
Assistant City Manager
City Commissioners

From: Ray Slattery, P.E. 
Director of Engineering Services

Date: January 18, 2013

Subject: Contract for Sewer Service
for the First Southern Baptist
Church

Agenda Item: Consent Calendar

Recommendation: Approve the Contract Sewer Service for the First Southern Baptist Church.

Background: First Southern Baptist Church, located on North 14th Avenue wants to connect their new addition and existing building to City Sewer. As part of the Reclamation Plant construction, a gravity sewer was extended from the plant to the northeast corner of the Ross Blvd. and N. 14th Ave. intersection to accept flow from the Mariah Center Development. With this line constructed, property along 14th Ave. can connect to municipal sewer. A service connection was planned for when the gravity sewer was installed. Since this facility is in the County, the contract for sewer has been issued and signed by Donald Beason, Trustee of the Church.

Justification: By allowing this connection, we can provide the church with a better means to handle their domestic waste.

Financial Considerations: None, the First Southern Baptist Church will be responsible for all the costs associated with construction of their sewer service line.

Purpose/Mission: The approval of this contract will insure that First Southern Baptist Church has appropriate disposal of their domestic waste water.

Legal Considerations: None

Attachments: Contract for Sewer Service

CONTRACT FOR SEWER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and First Southern Baptist Church, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas:

Lot 2, Block 1, Whispering Hills, Dodge City, Ks, A sub-division of part of the NW ¼ of Section 14, T 26S., R 25W., Ford County, Kansas. (More commonly known as 3106 N. 14th Ave.)

hereinafter referred to as "the premises".

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal sewer services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public sewer service provided to the premises described above, under the terms and conditions of this agreement,

Contract for Sewer Service

Page 2

and, the City is willing to provide such sewer service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City sewer system at its present location, or, that it will install, construct and maintain an extension of the City's present public sewer system to a point selected by the City and allow the Owners to access such public sewer extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public sewer service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City's public sewer system at such point or location. Should the City elect not to extend the sewer main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

The Owners understand and agree that the size of the sewer lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public sewer service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public sewer services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public sewer service as established by this

Contract for Sewer Service

Page 3

agreement by attaching to such sewer lines which the Owners may install for service to the premises.

Owners further agree that they will pay public sewer rates as established by ordinance for residential customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, consent that the City may in the future annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City. This consent for annexation shall be deemed withdrawn if absent nonpayment or other breach of this agreement by Owner (UNLESS SUCH NONPAYMENT OR BREACH IS CURED AFTER NOTICE TO OWNER) the City should decide not to provide sewer service under this agreement, or the City should terminate sewer service to the premises at anytime in the future, otherwise such consent shall remain in full force and effect. This consent for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, which such assignment is hereby authorized, and further agree that any

Contract for Sewer Service

Page 4

attempt to make an unauthorized assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate sewer services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City sewer system is to be extended that all costs associated with such extension of said public sewer system to provide such sewer service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such sewer service is approximately,

(\$ N/A) which amount may be increased due to unforeseen circumstances and which amount shall be paid by the Owners to the City in the following time and manner:

All tapping fees, service line installation (if done by City), along with filing fees shall be paid prior to connection to City Sewer.

Owners further agree that the Owners shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owners sewer service line from the point of connection to the City public sewer system and that such Owners shall construct and maintain said

Contract for Sewer Service

Page 5

line in accordance with City ordinances and any and all state or federal regulations applicable to such service, except that

N/A

SPECIAL CONDITIONS:

Owner is paying for all necessary improvements to install sewer service from their property to City sewer. Owner will be responsible to paying filing costs of this document at the Ford County register of Deed's Office.

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Rick Sowers**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

First Southern Baptist Church:

Donald D. Beason

Donald D. Beason

Trustee

DATED this 18th day of January, 2013.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 18 day of January, A.D. 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Donald D. Beason

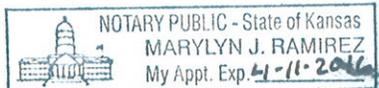
Who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Marylyn J. Ramirez

Notary Public

My Appointment Expires:



Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: January 17, 2013

Subject: Revised Cemetery Regulations

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends adopting Resolution 2013-02 amending the rules and regulations for Maple Grove Cemetery.

Background: Annually the Cemetery Advisory Board meets to review operations at Maple Grove Cemetery and consider revisions to rules and regulations. Based upon that meeting, the proposed revisions to Maple Grove Cemetery rules and regulations are recommended by the Board and staff.

Revisions for this year are minor in nature and are as follows:

- Adds language that approves Veteran's medallions that are now available to armed service personnel and specifies how and where they can be attached to headstones and markers.
- Limits the size of tents used for funeral services to not more than a double traditional funeral tent.
- Restricts the use of loud speaker systems in the cemetery for anything other than a community ceremony.
- Eliminates specific fees and charges information from the rules and regulations resolution and references the City Code location where that information is recorded.

Justification: The Veteran's Department is now making medallions available to those who have served in the Armed Forces. Maple Grove has always allowed Veteran's markers and this change clarifies the usage of government provided medallions.

The restriction on tent sizes is something of a preventative measure. There was an instance where a large tent was used for a service and both the funeral homes and staff became concerned with how that practice might infringe on other gravesites and so the proposed limitations were developed. The restriction on loud speaker systems was an offshoot of that concern. The recommendation was that activities in the cemetery should be restricted to graveside services and that other than public ceremonies, amplified voice and music should not be permitted in the cemetery.

Financial Considerations: N/A

Purpose/Mission: This action is consistent with the City's core value of Ongoing Improvement and Engaging the Community. Through soliciting input from other stakeholders in the operation of Maple Grove Cemetery, we are able to provide effective and consistent rules and regulations respective to all.

Legal Considerations: None

Attachments: Resolution No. 2013-02

RESOLUTION 2013-02

A RESOLUTION REPEALING RESOLUTION 2007-18 AND ALL OTHER RESOLUTIONS IN CONFLICT AND ESTABLISHING NEW RULES, REGULATIONS, AND FEES FOR MAPLE GROVE CEMETERY

WHEREAS, The City is the owner of Maple Grove Cemetery and is responsible for the maintenance and care of the property; and

WHEREAS, the creation of policies and regulations are necessary in order to provide for the efficient and effective operation of the cemetery; and

WHEREAS, The City desires to establish a reasonable and equitable schedule of fees and charges necessary to offset the cost of providing services at the cemetery; and

WHEREAS, the governing body of the City of Dodge City, Kansas, deems it necessary to adjust the Maple Grove Cemetery Rules and Regulations of Operation and Maintenance and to revise the fees and charges associated with cemetery operations.

NOW, THEREFORE, be it resolved by the governing body of the City of Dodge City, Kansas that the following rules, regulations, and fees be adopted for Maple Grove Cemetery:

Section 1: Internments

- A) Notice of Internments
 - 1) Request for grave opening and closing shall be made a minimum of 10 working hours prior to need.
 - 2) Internments will not be scheduled less than one hour apart without cemetery supervisor's approval.
 - 3) No internments will be scheduled Saturday afternoons, Sundays, or on city observed holidays except for the Friday after Thanksgiving.
- B) All information pertinent to the interment shall be provided to the cemetery supervisor or his/her designee to include but not limited to:
 - 1) Name and address of the lot owner
 - 2) Lot and block number on which burial is to be made
 - 3) Name of person applying for permission for interment
 - 4) Name and address of funeral home in charge of the body
- C) Only one traditional burial and one cremation, two cremations, or two baby internments shall be allowed in any one grave space with the exception of Garden of the Apostles which is specifically designed for double burials. Only human remains may be buried in Maple Grove Cemetery.
- D) All vaults and/or outside receptacles must be constructed of reinforced concrete or 12 gauge metal minimum. No vault shall be installed until the plans, specifications and location shall have been approved by the supervisor. No surface mausoleum or above ground vaults or crypts are allowed.

Section 2: Disinterment

- A) All information pertinent to the disinterment shall be provided to the cemetery supervisor or his/her designee to include but not limited to:
- 1) Name and address of person making/authorizing the request.
 - 2) The lot and block number of the grave to be disinterred.
 - 3) Name and address of the funeral home in charge of the disinterment arrangements.

Section 3: Monuments and Markers

- A) The purpose of these rules and regulations are to maintain uniformity and consistency with the installation and appearance of monuments and markers in Maple Grove Cemetery. These standards provide for a generally accepted appearance and ease of maintenance.
- B) All monuments shall be granite, bronze or marble. No other materials will be allowed.
- C) Except for the conditions listed below, only one monument or marker may be placed on a single grave space. The marker shall be placed at the head of the grave.
- 1) Veterans may be recognized with a Veterans marker or medallion provided by the U.S. Department of Veterans Affairs. If used as a second marker, the Veterans marker must be flush with the ground and placed at the foot of the grave. Medallions may be affixed to headstones in the headstone row or to the face of crypts and niches of mausoleum spaces.
 - 2) Family Blocks
 - (a) Family blocks are defined as a minimum of four contiguous grave spaces.
 - (b) Family blocks are permitted only in sections allowing upright monuments and must follow the regulations specified in Paragraph F below. Only one upright family monument per block will be permitted. Any additional monuments must be flush markers.
 - (c) Corner Stones – Family blocks may be marked with corner stones or granite not less than six inches dress on all sides and not less than ten inches deep, and shall not project above the level of the ground.
- D) Monument/Marker Foundations
- 1) All monuments and markers shall be located within the lot lines of each grave space. No part of the monument or marker shall protrude beyond the limits of the monument foundation.
 - 2) All monuments shall be placed on a foundation of either fresh poured or pre-cast concrete shall not exceed twenty-two inches (22") in width and not less than four inches in depth. Any foundation less than ten inches (10") in depth must be supported by post holes filled with freshly poured concrete two feet deep and approximately 6" in diameter. Post holes shall be equally spaced on the center line along the length of the foundation. Single monuments will be supported by two post holes and family or companion markers shall have three.
 - 3) The foundation shall be set level with the ground, at the head of the grave space on undisturbed ground, equal distance from the side boundaries. The center line of monuments and markers shall be set on the center line of the foundation.

E) Permits for Monuments

- 1) Permits are required for the placement of any monument, marker, or headstone. Before a permit is issued the Cemetery Supervisor or his designee must first approve the monument for size, style, and location.
- 2) Permits may be obtained at the cemetery office.

F) Upright Monuments

- 1) A standard, upright tablet is recommended in those divisions where upright monuments are permitted. Any deviation from this standard must have prior approval from the Cemetery Advisory Board.
- 2) Monuments for single standard grave spaces shall not exceed three feet (3') in height, forty-two inches (42") in length and fourteen inches (14") in width. These maximum dimensions shall also pertain to any design that incorporates a base. A base must be a minimum of four inches (4") in height.
- 3) Family or companion monuments shall only be placed on a minimum of two (2) standard spaces, provided that such a monument shall not exceed four feet (4') in height; eighty-four inches (84") in length; and fourteen inches (14") in width. These maximum dimensions shall also pertain to any design that incorporates a base. A base must be a minimum of four inches (4") in height.
- 4) Flower Receptacles for cut and artificial flowers are permitted as long as the vase is incorporated into a monument base. In-ground receptacles are not permitted with upright monuments.

G) Flush Markers

- 1) Flush markers only are permitted in Divisions 11, 14, 17, 18, designated baby grave areas, and Divisions A, B, C, and Garden of the Apostles of Maple Grove West.
- 2) Maple Grove East
 - (a) Markers for single standard grave spaces shall not exceed forty-two inches (42") in length and fourteen inches (14") in width.
 - (b) Companion markers shall only be placed on a minimum of two (2) standard spaces, provided that such a marker shall not exceed seventy-two inches (72") in length and fourteen inches (14") in width.
- 3) Maple Grove West
 - (a) Markers for single standard grave spaces shall not exceed thirty-six inches (36") in length and fourteen inches (14") in width which shall include the foundation.
 - (b) Companion markers shall only be placed on a minimum of two (2) standard spaces, provided that such a marker shall not exceed sixty inches (60") in length and fourteen inches (14") in width which shall include the foundation.
 - (c) Markers in the Garden of the Apostles section shall not exceed twenty-four inches (24") in length and thirty-six inches (36") in width including the foundation.
 - (d) Skirts or flanges for markers in Maple Grove West are prohibited.
- 4) Baby Graves
 - (a) Markers for baby graves shall not exceed twenty four inches (24") in length and twelve inches (12") in width. Foundations shall not exceed 18" in width and 30" in length.
- 5) Flower Receptacles

- (a) In-ground or inverted receptacles for cut flowers are permitted if installed flush with the ground. The receptacle must be of a type that can be stored away below grade when not in use. Receptacles can be installed centered in front of the marker or at either end of the marker when incorporated with the overall length requirements.

Section 4: Grave Decorations, Ornaments and Embellishments

A) Permanent Decorations

- 1) Permanent decorations, ornaments, or embellishments of any kind, including, but not limited to, fences, wrought iron, benches, statues, and figurines are not permitted as these become hazardous and interfere with cemetery operations.
- 2) Adhering or attaching items such as, cards or pictures or decorative elements to memorials and monuments or to crypt fronts (other than vases provided by the City), is not allowed. These objects will be removed by cemetery management whenever found on a grave or at a crypt site.
- 3) Slabs or grave coverings other than turf are prohibited.

B) Temporary Decorations of Graves

- 1) Temporary decorations shall be confined to: artificial and real flower arrangements, wreaths, potted plants, flags, figurines not more than 18" in height; and hanging iron planters provided they are placed around the headstone as close to the foundation as possible.
- 2) In order to maintain a neat appearance and to facilitate cemetery maintenance, temporary decorations, other than cut and artificial flowers as described below, are permitted only the three days prior to and the six days after the following periods:
 - (a) Memorial Day
 - (b) Veterans Day
 - (c) Winter Holiday season (Begins December 1st through January 1st.)
 - (d) Date of Birth
 - (e) Anniversary of the date of passing
- 3) Cut/Artificial Flowers
 - (a) Cut and artificial flowers are allowed at any time as long as they are maintained in receptacles permitted under these regulations.
 - (b) The use of glass jars, bottles, tin cans, and the like for receptacles for artificial and cut flowers is strictly prohibited.
 - (c) Any withered and faded flowers or artificial flowers that become unsightly will be removed without notice.
- 4) Funeral designs and floral pieces shall be removed from new internments when they become wilted or unsightly. Persons desiring to retain any such piece must remove the same within forty-eight hours after interment.
- 5) The Cemetery Supervisor will remove decorations from any grave space outside of approved periods. Unless prior arrangements are made, cemetery staff will not be responsible for the return of any temporary decorations to the family.

Section 5: Work, Maintenance and Repairs in the Cemetery

- A) Ordinary maintenance shall be the responsibility of cemetery staff and shall include mowing, tree care, weeding, painting, and trimming of the grounds, repairs to graves, mausoleums, and crypts.
- B) Repairs to monuments and markers shall be the responsibility of the family. All such work shall be performed under the direction of the cemetery supervisor or his/her designee.
- C) Persons desiring to do work other than ordinary maintenance (i.e. mowing, trimming) on any lot or grave shall first secure permission from the cemetery supervisor or his/her designee.
- D) No one other than cemetery staff shall be allowed to spray any chemical agent including fertilizers, weed killers, herbicides, and ground sterilants at any time.

Section 6: Planting of Trees, Shrubs and Flowers

- A) All landscaping including planting of trees, shrubs, and flowers will be done by cemetery staff. Lot owners are urged to consult with the cemetery supervisor regarding matters pertaining to the general beautification, care, and maintenance of lots in the cemetery.
 - 1) Existing lot plantings may be removed by the City when they become unsightly, undesirable, or interfere with cemetery maintenance and may not be replaced.
 - 2) Any plantings, shrubs, or trees wrongfully placed will be removed by cemetery staff without notice.
- B) Memorial Trees and Plantings - The Cemetery will accept donation of trees and shrubs to be planted in a suitable area of the cemetery. The Cemetery Supervisor will make the decision of the location of the planting.

Section 7: Other Rules and Regulations

- A) Vehicle Restrictions
 - 1) No unauthorized vehicle shall be permitted to drive at any place within the cemetery except on defined roads. Driving on walkways, grass, alleys, or in vacant places etc. is prohibited.
 - 2) Violators - If any person or persons shall violate any of the provisions herein contained they shall be deemed guilty of a misdemeanor and shall upon conviction thereof be fined in an amount determined by city code.
- B) Funeral Service Equipment
 - 1) Tents for funeral services shall be limited to traditional funeral tents and shall not be larger than 12' x 24'.
 - 2) Amplified music and loud speaker systems are not permitted for individual services. Use of such equipment for community events and special recognitions must have the prior approval of the City Manager.

Section 8: Hours of Operation/Visitation

- A) Cemetery Maintenance/Office Hours - 7:00 a.m. to Noon and 1:00 p.m. to 4:00 p.m. Monday through Friday
- B) Hours of Visitation - 7:00 a.m. – Sunset.

- 1) Any unauthorized person found in the cemetery after hours may be prosecuted.

Section 9: Fees and Charges

- A) Fees and charges for grave spaces and associated cemetery services are established and recorded in Appendix A of the Dodge City Code. Those fees and charges may be amended from time to time by resolution upon recommendation from the Cemetery Advisory Committee, hereinafter established, and/or approval by the City Commission.

Section 10: Advisory Committee

- A) A cemetery advisory committee is established for the purpose of reviewing rules and regulations and any other matters pertaining to the operation of Maple Grove Cemetery and making recommendations to the City Commission.
- B) Members - The committee shall be comprised of one representative from each of the funeral homes in Dodge City and a representative of any local monument company along with the Director of Parks and Recreation or his designee.
- C) Meetings
 - 1) Annual Meetings - The committee shall meet annually at the date and time established by the Director of Parks and Recreation.
 - 2) Special Meetings - If necessary a special meeting may be called by the Director of Parks and Recreation who shall provide adequate notice of date and time.
- D) Reports - Reports of all meetings and any recommendations shall be provided to the City Manager and City Commission. The City Commission may or may not act on any recommendation presented or may refer it back to the Advisory Committee for additional consideration.
- E) **Section 11: BE IT FURTHER RESOLVED this resolution shall take effect following its adoption by the Governing Body.**

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City this 22nd day of January, 2013.

RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: January 17, 2013

Subject: Revised Cemetery Fees

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends adopting Resolution 2013-03 revising Appendix A of the Dodge City Municipal Code - Cemetery Fees

Background: Annually the Cemetery Advisory Board meets to review operations at Maple Grove Cemetery and consider revisions to rules and regulations. Upon a recommendation from the Board, staff is presenting these proposed revisions to established fees and charges.

This change increases lot prices from \$450 to \$500 and disinterment fees from \$400 to \$1000 for traditional disinterment's and from \$150 to \$300 for cremations and baby graves.

Justification: Fees and charges at Maple Grove were last amended in 2011 and before that prior changes date back to 2007. One of the reasons brought forth by the Board for this revision for lot prices was to insure incremental adjustments. The last time lot prices were adjusted, the increase was near 100% and this represents closer to a 10% adjustment.

The change in disinterment fees was proposed by staff. That's not a service that is utilized often but what we have learned it can be a very time consuming operation. In order to perform the function safely and with necessary care, it can involve opening as many as three graves to access one interment. So based on City costs and the time involved, the recommendation was to increase those charges to the proposed levels.

Financial Considerations: At current levels, fees generated \$81,963 in 2012 which included two extraordinarily significant lot sales. Annual operating costs are budgeted at \$162,000 so fees offset something between 40% and 50% of the operations cost. The proposed fee revision helps maintain that ratio.

Purpose/Mission: This action is consistent with the City's core value of Ongoing Improvement. As we continue to prepare for the City's future, it is necessary to evaluate the services provided and charge reasonable and appropriate fees in order that available tax dollars are utilized in a responsible manner.

Legal Considerations: None

Attachments: Resolution No. 2013-03

RESOLUTION 2013-03

A RESOLUTION AMENDING APPENDIX A of the DODGE CITY MUNICIPAL CODE AND REVISING FEES AND CHARGES FOR MAPLE GROVE CEMETERY

WHEREAS, The City desires to establish a reasonable and equitable schedule of fees and charges necessary to offset the cost of providing services at Maple Grove Cemetery; and

WHEREAS, the Cemetery Advisory Board has reviewed the proposed fees and has voted to recommend their approval to the City Commission; and

WHEREAS, the governing body of the City of Dodge City, Kansas, deems it necessary to revise the fees and charges associated with the sale of grave spaces, services, and other ancillary charges for Maple Grove Cemetery previously established in Resolution 2011-13.

NOW, THEREFORE, be it resolved by the governing body of the City of Dodge City, Kansas that the following fees be established for Maple Grove Cemetery:

Section 1: Fees and Charges

A) Appendix A – Cemetery Fees of the Dodge City Code is hereby amended as follows:

1) Grave Spaces

- (a) Standard single grave space \$500
- (b) Baby grave No Charge
 - (i) Space in the designated baby grave section is provided at no cost for residents of Ford County as space permits for infants less than one (1) year of age. Casket size shall not be more than 36 inches in length.

2) Maple Grove West Mausoleum

- (a) Top Row \$1,000
- (b) Middle Two Rows \$1,200
- (c) Bottom Row \$1,000

3) Scroggins Mausoleum Crypts

	Chapel Crypts (Inside)		Patio Crypts (Outside)	
	Side by Side	End to End	Side by Side	End to End
Level E	\$2,000.00	\$1,800.00	\$1,600.00	\$1,400.00
Level D	\$2,100.00	\$1,900.00	\$1,700.00	\$1,500.00
Level C	\$2,350.00	\$2,150.00	\$1,950.00	\$1,750.00
Level B	\$2,500.00	\$2,300.00	\$2,100.00	\$1,900.00
Level A	\$2,300.00	\$2,100.00	\$1,900.00	\$1,700.00

4) Scroggins Mausoleum Niches	
(a) Pedestal	\$1,000
(b) Foyer	\$750
(c) Glass	
(i) 12x12	\$900
(ii) 12x15	\$1,200
(iii) 12x24	\$1,200
5) Internments	
(a) Standard Grave Service	\$350
(b) Baby Grave Service	\$100
(c) Cremation Urns	\$150
6) Disinterment	
(a) Traditional grave	\$1000
(b) Cremations	\$300
7) Other Charges	
(a) Scroggins Chapel Rental	\$50
8) Monument Permits	
(a) Single headstone	\$15
(b) Double headstone	\$25

Section 2: BE IT FURTHER RESOLVED this resolution shall take effect following its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City this 22nd day of January, 2013.

RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Memorandum

To: City Commissioners
From: Ken Strobel, City Manager
Date: January 22, 2013
Subject: Civic Center Transfer

Recommendation: Staff recommends the approval of the Agreement for Transfer of Real Estate and Improvements between the City and USD #443 which will serve to transfer ownership of the Civic Center from the City to the School District.

Background: The Civic Center has served the Community well for over 50 years by providing a venue for entertainment and athletic events. However, with the advent of the United Wireless Arena, Magouirk Conference Center and the Western State Bank Expo Center, the community's need for the use of the Civic Center has declined. At the same time, however, the School District, which presently owns a substantial portion of the property in the area of the Civic Center, is anticipating continued growth necessitating the need for additional school facilities. At the present time the District is one of the largest users of the existing Center and anticipates a growing need for the availability of such a facility in the future for school purposes.

Justification: In light of the needs of both the School District and the City, it is staffs belief that the most beneficial future use of the Center would be for school purposes. The transfer of the Civic Center would relieve the City of the responsibility for the on going maintenance and repair of the facility while at the same time preserving a valuable community asset for current and future use for the School District.

As reflected in the Agreement, until the facility is in need for future District use; the School District will make the Center available for public and private use as has been the case under City ownership. Since the district is already one of the highest users of the facility ownership by the District would provide an economic and operational benefit for the District.

The Civic Center is a valuable public asset which has been maintained and operated by the residents of the City and the School District for the past 50 years. Since, for the most part, residents of the City are also residents of the School District, the Agreement would simply transfer the maintenance and operations of the Center from the City to the District, who has both a current and future need to preserve and effectively utilize the facility.

Financial Considerations: The only City financial consideration is the commitment of not to exceed \$60,000, which was budgeted in the CFAB budget last year; providing for the repair or replacement of the north and south doors, however the City will save approximately \$250,000 annually in operational and maintenance expenses.

Purpose/Mission: Approval of this Agreement will bear witness to a joint cooperative effort between two local taxing units to preserve and extend the usefulness of a public asset which will result in a significant savings to local tax payers in the future.

Legal Considerations: The City Attorney has reviewed and approved all documents and the procedures used to facilitate the transfer of the property.

Attachments: Copy of Agreement for Transfer of Property.

AGREEMENT FOR TRANSFER OF REAL ESTATE AND IMPROVEMENTS

This Agreement to Transfer Real Estate and Improvements (the "Agreement") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "City") and Unified School District No. 443, Ford County, Kansas (the "District"):

WHEREAS, the City holds legal title to certain real estate and improvements described below; and

WHEREAS, the District is in need of obtaining real property and improvements for anticipated future needs within the District; and

WHEREAS, the City is willing to sell, transfer and convey to the District all of the City's right, title and interest in and to said certain real estate and improvements, commonly referred to as the Civic Center and surrounding parking area, (the "Property") to be more specifically described in a legal description prepared by Matthews Land Surveys, resulting from a survey and plat of the premises to be provided by the District, a copy of which shall be attached to this Agreement, marked Exhibit A and made in part here of by this reference, and

WHEREAS, such a transfer of ownership would benefit the cooperative needs of both the City and the District as each moves forward to meet the needs of their common constituents.

NOW, THEREFORE, in consideration of the monies to be paid as agreed hereunder and the mutual conveyances and promises of the parties, it is agreed as follows:

1. **Transfer:** City hereby agrees that effective February 1, 2013, (the “Effective Date”) it will transfer to the District all of the City’s right, title, and interest in and to the Property, and District agrees to accept ownership of and responsibility for the Property in its existing condition “as is, where is”. City makes no warranties or representations as to the condition of the real estate, buildings, improvements and/or the equipment and personal property being transferred by this Agreement, nor for its fitness for any particular use.

2. **Easements:** District will maintain all existing easements and rights-of-way reflected on Exhibit A so as to allow continued access to the Property for all legal and necessary actions on the part of the City.

3. **City’s Warranty and Representations:** City shall not at anytime between the date of approval of the Agreement and the Effective Date take any actions which would in any manner whatsoever encumber, modify, alter, change, or transfer the City’s present right, title and interest in and to said Property or that would in any manner whatsoever adversely effect or impact the District’s rights granted by this Agreement.

4. **Exterior Digital Sign:** Parties agree that the stand-alone digital sign which presently stands directly east of the Civic Center building will remain the property of the City and may remain at its present location until removal becomes necessary as a result of the District’s use of the property. The parties further agree that so long as located on the property all content displayed by said sign will be the responsibility of the City. While located on the property any and all displayed content

shall be consistent with District's policies for advertising and announcements appearing on all District property. Should the City choose to relocate the sign the City's costs of such relocation at anytime within three (3) years of the Effective Date of this Agreement will be reimbursed by the District in an amount not to exceed \$20,000. Costs of the City' relocation of the sign after three (3) years from the Effective Date of this Agreement shall be the sole responsibility of the City with no reimbursement from the District. If at anytime after 3 years from the Effective Date the District's use of the property requires removal of the sign, the City shall either remove the sign at its expense, or shall abandon the sign, in which case the District shall become the owner thereof and may remove or demolish the sign at District's discretion and expense.

5. Consideration for Transfer: As full and adequate consideration for this Transfer, the District shall pay to the City the sum of Ten dollars (\$10.00), receipt of which is hereby acknowledged by City. The entire Ten dollars (\$10.00) consideration paid hereunder and other commitments of the District as set out herein shall be accepted by City as full satisfaction of the payment of the purchase price.

6. Existence of Streets: The District understands and agrees that the roadway commonly referred to as First Street will be platted across the Property in question and will remain as a public street in generally the same configuration as it now exists by common usage.

7. Fire Station and Swimming Pool: The parties agree that the municipal swimming pool and the north fire station are not a part of the Property to be transferred.

8. Central Avenue Driveway: City hereby conveys to the District any and all rights of ingress and egress it may have, if any, in and to the use of the existing entryway from Central Avenue to the Property located in the northeast portion of the existing parking area.

9. Existing Contracts and Usage: District agrees that it will honor all pre-existing contracts for usage of the Civic Center and Property to the extent allowable by state statute, local ordinance and board policy. Further, District will continue to make the Civic Center available for various public and private activities and events. The District further agrees that it will in good faith attempt to insure that scheduled events and activities for the Center and Property will complement, and not compete with other City and County owned facilities.

10. Exterior Doors: The currently existing doors at the north and south ends of the Civic Center were scheduled by the City for repair or replacement. Funds in the amount of \$60,000 were included in the Why Not Dodge sales tax budget for 2012 for that purpose and bids were solicited. The bids received were in excess of the budgeted funds and the bids were rejected. In light of the District's intent to continue to utilize the Civic Center for the next several years in the same manner it has been used in the past and to protect the public safety, the parties agree that the \$60,000 previously budgeted in the Why Not Dodge budget will be available during the 2013 calendar year to be applied toward such repair or replacement of the doors should the District elect to do so. The District shall be responsible for the payment of any expense in excess of the budgeted amount.

11. Priority of Usage: The Parties agree that the City and County will have the right to use the Civic Center and Property for meetings and activities conducted by the City and/or County without rental charges, subject to scheduling availability, until such time as the District converts the Civic Center to a District attendance center.

12. Recycling Collection Area: The currently existing recycling collection area located at the southeast corner of the Property will continue to operate at that location unless and until the usage of the Property changes in such manner that the continued collection area cannot be sustained.

13. Scoreboard: The presently existing scoreboard present in the Civic Center will remain with the real property.

14. Vending/Sponsorship Agreements: Any and all currently existing contracts related to vending and sponsorships at the Civic Center shall be honored by the District. In the event any such contracts are not honored, the District shall reimburse the City for any payments required of the City resulting from such action.

15. Personal Property and Equipment: All personal property and equipment present at the facility and normally used in the operation and maintenance of the Civic Center shall be transferred to the District by the City unless otherwise mutually agreed by the parties. The District agrees to make such personal property and equipment available for use by the City as needed and available.

16. Utilities, Maintenance and Repairs: From and after the Effective Date the District shall assume and be responsible for the payment of all utilities, insurance, maintenance, repairs and operational expense of the Civic Center and Property.

17. **Binder:** This Agreement and the terms and conditions provided herein shall be binding on the parties hereto, their respective successors, assigns, agents, employees, boards and commissions as the case may be.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

USD No. 443 Board of Education

City of Dodge City, Kansas

Lisa Killion, Chairman

By: _____
Rick Sowers, Mayor

ATTEST:

Dated this _____ day of
January, 2013

By: _____
Nannette Pogue, City Clerk

Dated and Approved this _____ day
of January, 2013

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: 1-18-13
*Subject: Memorandum of
Understanding –DC Public
Library*
Agenda Item: New Business

Recommendation: Staff recommends approval of the Memorandum of Understanding with the Dodge City Public Library.

Background: The Dodge City Public Library and the City of Dodge City have operated under a Memorandum of Understanding (MOU) since 1996. Upon review of the existing MOU and multiple discussions with Director Cathy Reeves, various changes have been made to the agreement. The changes include:

1. A correction of insurance responsibilities.
2. Shifted some of the routine grounds maintenance to existing library staff. We will continue to provide parking lot snow removal and the more detailed landscape maintenance and irrigation.
3. Better defined capital improvement project eligibility.
4. Established that excessive work comp premiums (+10%), resulting from library incidents, may be passed back to the Library.

Justification: This action is a direct result of an effort to maintain a current Memorandum of Understanding that reflects the evolving efforts for coordination and service between the two entities.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between the CITY OF DODGE CITY, KANSAS (CITY), a municipal corporation and the DODGE CITY PUBLIC LIBRARY (LIBRARY), a subsidiary organization of the City of Dodge City.

WHEREAS, the CITY and the LIBRARY are jointly responsible for the operation and maintenance of the Dodge City Public Library; and

WHEREAS, the CITY and the LIBRARY are interested in formally clarifying the responsibilities of each party for the operations and maintenance of the Dodge City Public Library; and

WHEREAS, the existing Dodge City Public Library facility was financed through a bond election voted upon the by the citizens of Dodge City on November 4, 1978, authorizing expenditures up to \$1.9 million for the construction of a new library which was dedicated in August of 1982 at 1001 Second Ave.; and

WHEREAS, both parties have agreed that the 1996 Memorandum of Understanding between the CITY and LIBRARY which delineated the responsibilities of each party in the maintenance and improvement of the facility should be updated to better reflect present day activities; and

WHEREAS, the Parties have come to an updated agreement and concept for the maintenance, operation and capital improvements of said building and both desire to commit to one another their respective intent and desire from this point forward.

NOW THEREFORE, the Parties do hereby enter into this Memorandum of Understanding as evidence of their good faith, desire, and intent for the future operation maintenance and development of the Dodge City Public Library.

THE LIBRARY AGREES TO:

- a. Pay out of its annual tax levy and operating budget all operating expenses associated with the Dodge City Public Library operation including but not limited to payment of all utility expenses, payroll expenses, general supplies, and insurance expenses including liability and real and personal property coverage.
- b. Pay all general maintenance building repair expenses associated with the building interior/exterior that do not meet the criteria of the City of Dodge City's Capital Improvement Program.
- c. Pay all costs associated with office equipment, including but not limited to copiers, computers, printers, etc.
- d. Provide general grounds maintenance such as mowing, trimming, litter control and sidewalk snow removal and ice control.
- e. Purchase through annual operating budget all building and equipment needs not considered eligible for the Capital Improvement Program.

THE CITY AGREES TO:

- a. Submit for consideration in its annual Capital Improvement Program all eligible capital improvement projects and capital maintenance projects. These projects will compete with other city projects and be prioritized for funding. Eligible capital improvement projects are

those estimated at costing more than \$25,000 with a life expectancy of seven years. Capital maintenance projects are those estimated at costing \$10,000 or more with a life expectancy of seven years.

- b. Provide semiannual grounds maintenance such as fertilization and weed control, provide routine landscape maintenance to planter and flower beds according to City standards and assist in maintaining the irrigation system.
- c. Provide maintenance and repair of all parking areas.
- d. Provide initial snow removal in parking lots based on City determined priority list and ongoing maintenance as needs and priorities permit.
- e. Provide workers compensation coverage on library employees. .
Excessive increases in premiums (+10%) which are the direct result of claims from the Library may be passed back to the Library, only after consultation with the Library.

The LIBRARY will submit its six-year improvement program to the City Manager's office for submission in the City of Dodge City Six-Year Capital Improvement Program by May 31st of each year. Capital improvement projects will be evaluated and recommendations made for prioritization for submission to the Commission.

The LIBRARY agrees to submit its annual budget request to the City by May 31st of each year.

The Parties agree to use good faith efforts in working together to accomplish the purpose and intent of this Memorandum of Understanding.

The Parties agree to maintain an open line of communication during the annual budget preparation process and willing to share detailed information about the operation of both entities.

The Parties agree that this Memorandum of understanding is a general guideline and is to serve as a general understanding of each party's responsibilities. Any disagreements will be worked out between the City Manager and the Director of the Public Library or their designees.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding the date indicates below.

CITY OF DODGE CITY, KANSAS
a Municipal Corporation

by: _____
Rick Sowers, Mayor

ATTEST:

by: _____
Nannette Pogue, City Clerk

DODGE CITY PUBLIC LIBRARY

by: _____
Larry Burke, President

DATED this ____ day of _____, 2013.