

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, June 3, 2013

7:00 p.m.

MEETING #4924

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Albert Shrock, Bible Baptist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Dodge City Peace Commission Week

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, May 20, 2013;
2. Appropriation Ordinance No. 11, June 3, 2013;
3. Cereal Malt Beverage License
4. Approval of Fireworks Contract with Wald's All American Display Fireworks.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

Discussion of vacant Commission Seat

OTHER BUSINESS

ADJOURNMENT

**City of Dodge City
City Commission Meeting
June 3, 2013**

TO: City Manager and City Commission

SUBJECT: Dodge City Peace Commission Proclamation

INITIATED BY: Convention & Visitors Bureau

AGENDA: Proclamations

Recommendation: approval of proclamation

Background: This is the 130th Anniversary of the events leading to the forming of the Dodge City Peace Commission. While the circumstances surrounding the forming of the Peace Commission may be somewhat controversial, the bringing together of this group of lawmen was noteworthy. The now historic photograph taken of the group is one of the most celebrated of western lawmen.

We're planning a luncheon/reception for local retired lawmen to commemorate the bringing together of notable lawmen. We will also 'recreate' the photo at our reception.

Justification: to recognize the colorful history and independent nature of Dodge City's past.

Financial Considerations: N/A

Purpose/Mission: the preservation and recognition of our western heritage is always a plus in promoting our community to those around us. By keeping the past in the forefront, it helps us to give the visiting public a glimpse of the events that founded our community.

Legal Considerations: N/A

Attachment: Proclamation

PROCLAMATION

Whereas the history and heritage of Dodge City is one of adventure, enterprise and independence; and

Whereas while remembering that history sometimes brings to life the more colorful situations and characters; and

Whereas during the growing years of the community, Dodge City had a number of successful saloons and gaming houses and there was a faction of the community who wanted Dodge City to settle down and were working for a more respectable, moral city; and

Whereas after the adoption of two City Ordinances which restricted some of the activities in the saloons, a ‘Saloon War’ began due to a reported inconsistent enforcement of the ordinances; and

Whereas Luke Short, new owner of the Long Branch Saloon, feeling unjustly persecuted and all but run out of town, took his cause to the Governor. Not leaving the entire matter in Governor George Glickman’s hands, Luke also invited a few of his friends to town to help him settle the dispute; and

Whereas those friends invited included Wyatt Earp, Bat Masterson, W. H. Harris, W. F. Petillon, Charlie Basset, Frank McLain and Neil Brown, all known for their prowess with a hand gun; and

Whereas by the time the Governor’s investigator got to Dodge City, the dispute had been settled and a compromise had been reached. The gambling and the women in the saloon would be handled more discreetly and Short and his friends promised to help get rid of the really crooked gamblers and swindlers.

Now, therefore, be it Resolved, that the City of Dodge City recognizes the 130th anniversary of the self-proclaimed “Dodge City Peace Commission”, and designates the week of June 9-15, 2013, as

Dodge City Peace Commission Week

and encourages the people of Dodge City to enjoy remembering the colorful history and independent nature of our community.

IN WITNESS THEREOF, I have hereunto set my hand this 3rd day of June, 2013.

SEAL

Nannette Pogue, City Clerk

E. Kent Smoll, Mayor



CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, May 20, 2013

7:00 p.m.

MEETING #4923

CALL TO ORDER

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

INVOCATION by Elder Arthur Foote of Hanna Memorial Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Public Works Week

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).

Summer Bates – Locate Dennis Hopper Statues at TM Deal Property. The Commission asked that Summer work with Ken Strobel and Cherise Tieben.

Presentation to Sue Martinez for her Service to the Zoning Board

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 6, 2013;
2. Appropriation Ordinance No. 10, May 20, 2013;
3. Cereal Malt Beverage License;
 - (a) High Plains Pizza Hut #103, 1513 W Wyatt Earp Blvd;
 - (b) High Plains Pizza Hut #104, 110 W Frontview

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented; Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2013-23: Approval of Support for TIGER Grant application for Amtrak was approved on a motion by Commissioner Rick Sowers. Motion was seconded by Commissioner Joyce Warshaw. The motion carried 4-0.

Resolution No. 2013-24: A Resolution to Amend Sewer Rates and establish Special Sanitary Sewer Rates for Mid America Truck Wash was approved on a motion by Commissioner Rick Sowers. Motion was seconded by Commissioner Brian Delzeit. The motion carried 4-0.

Resolution No. 2013-25: A Resolution Making Certain Findings and Determinations as to the need for Housing within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be Designated as Rural Housing Incentive District within the City (Summerlon Phase I) was approved on a motion by Commissioner Brian Delzeit. Motion was seconded by Commissioner Joyce Warshw. The motion carried 4-0.

Ordinance No. 3562: Commissioner Joyce Warshaw moved to approve an Ordinance directing the installation of a Stop Sign at the Intersection of Avenue D and Brier Street for West Bound Traffic and Providing Penalties for the Violation of the Provisions of this Ordinance. Commissioner Rick Sowers seconded the motion. The motion carried 4-0.

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Lease Agreement for Mariah Hills Restaurant and authorizing the City Manger to execute the agreement was approved on a motion by Commissioner Brian Delzeit. Motion was seconded by Commissioner Kent Smoll. The motion carried 4-0.

OTHER BUSINESS

City Manager, Ken Strobel:

- Congratulations to Public Works Employees and Thank You;
- Congratulations to Sue Martinez for her many years of Service;
- Direct prayers and thoughts; keep Commissioner Jim Sherer in your prayers.

Commissioner, Joyce Warshaw:

- Last week of School; ask to watch for children.
- Prayers and thoughts to Moore, Oklahoma.

Commissioner, Brian Delzeit:

- Passed good word to Public Works he received from a citizen who was very appreciative of employees' assistance, thanks to them.

Mayor, Kent Smoll

- Exciting to see Leadership Dodge;
- Thoughts and prayers to Moore, Oklahoma;
- Keep Commissioner Jim Sherer in your thoughts and prayers.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting; Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: May 24, 2013

Subject: July 4 Fireworks Contract

Agenda Item: Consent Calendar

Recommendation: Staff requests Commission approval to enter into contract with Wald's All American Display Fireworks in the amount of \$20,000 for the July 4th fireworks show. The contract for 2013 is a one year agreement for the July 4 display.

Background: Wald's has provided all of the fireworks shows for the Old Dodge City event since we first started in 1998 with this being the 16th year. They have provided well designed shows, choreographed with music that has developed Dodge City's reputation as a premier show in the state.

This year the July 4th committee is working to coordinate with other agencies and organizations to promote activities planned for the day and then culminate with the fireworks show at 10pm that night. The show will be shot from Morgan Blvd and USD 443 will allow us to use Memorial Stadium for spectator viewing.

Justification: The Dodge City show is the largest display in western Kansas and local response is overwhelmingly positive. This show draws people into the community from all around the area and several thousand people line the streets and parking areas around north Dodge to view the display.

Wald's has provided excellent service and quality displays for the event since its inception. The planning committee has met and recommends to continue contracting with Wald for the display.

Financial Considerations: The contract for this show is \$20,000. That total has been reduced by \$5,000 this year as a result of increasing difficulties in raising funds. Of the total expense, the City covers \$5,000 from the Non-Departmental budget. The remainder is raised by the local fireworks committee through corporate and individual sponsors. The committee is already working towards that goal and sent out initial solicitation letters.

Purpose/Mission: The City's support of this program is consistent with the mission of the City to improve quality of life as it enhances a community wide event celebrating our history and providing entertainment for our citizens.

Legal Considerations: Liability issues with this activity are covered by Wald & Co. through a certificate of insurance with a coverage limit of \$5,000,000 for public liability and property damage.

Attachments: Wald Contract

Wald & CO., Inc. d/b/a All American Display Fireworks

PO Box 319, Greenwood, Missouri 64034-0319

Phone: 816-537-7400 Fax: 816-537-7270

This agreement entered into this 8 day of April-13 by and between Wald & Co., Inc. of Greenwood, Missouri, doing business as All American Display Fireworks, (hereinafter referred to as "All American") party of the first part, and City of Dodge City (hereinafter referred to as "Customer") party of the second part, City of Dodge City and State of Kansas.

WITNESSED: All American, for and in consideration of the sum of one dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and of terms and conditions hereinafter set forth, agrees to furnish Customer As Proposal Dated 4-8-13 fireworks display in accordance with the program agreed upon and approved by the parties hereto and made a part hereof, (hereinafter referred to as "Display") with said Display to be performed on 7/4/2013.

In the event of inclement weather, adverse conditions, life/safety issues, or some other cause beyond All American's control that would prevent the giving of Display on specified date, All American, at its sole discretion, may cancel or postpone the Display for that date, due to said conditions. Unless a reschedule date is agreed upon prior, it is agreed and understood that Customer may reschedule Display within 180 days of the original display date and that Customer must notify All American at least 30 days in advance of proposed rescheduled date. Rescheduled Display date must be mutually agreed upon by All American and Customer. If the rescheduled date falls within the 30 days following original Display date, the 30-day notice can be suspended, but date must be mutually agreed upon by All American and Customer. If Customer does not reschedule to a mutually agreed upon date within the 180 day period following original display date, or completely cancels the Display, the Customer understands and agrees to pay All American See Proposal % of the \$ \$20,000.00 contract price of Display.

All American agrees to provide services, secure permits and deliver fireworks as proposed. All American reserves the right to make necessary substitutions with product equal to or greater in value.

Customer shall furnish:

1. Sufficient minimum secured safety distances in the judgement of All American for proper shooting of Display
2. Necessary police protection and/or adequate security and a method to maintain and assure that spectators not go past the minimum secured safety distances determined by All American. Cancellation or postponement of Display due to breach of said minimum secured safety distances would not constitute a breach of contract by All American
3. Other reasonable safeguards and precautions as All American directs or deems necessary
4. Provide unobtrusive and safe access to the display site/fall out zone, as All American deems necessary
5. Fire protection as All American deems necessary

It is further agreed and understood that the Customer will pay All American the total sum of \$ \$20,000.00, as follows: \$10,000 deposit due by 5-1-13. Balance of \$10,000 due by 7-11-13

All American will provide the Customer with a \$ \$5,000,000.00 Certificate of Insurance covering Public Liability and Property Damage for Display. Customer will be included as additional insured and agrees to provide a complete list of all additional insureds to be named on the certificate.

Customer agrees to pay one and one half percent (1.5%) interest charged per month on unpaid accounts after fifteen days from agreed upon payment due date and Customer agrees to pay all fees necessary to collect balance due, in addition to any and all attorney fees.

It is further agreed that nothing in this Agreement between Customer and All American, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts, and obligations and neither party shall be responsible for any agreements or addendum not set forth in the Agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this agreement which is binding upon the parties, their heirs, executors, administrators, successors, assigns, and agents; as well as terms and conditions further set forth by All American.

IN WITNESS WHEREOF,

we hereto, set our hands and seals to duplicate copies hereof this the 8 day of April, 2013.
WALD & CO., INC./ALL AMERICAN DISPLAY FIREWORKS CUSTOMER

Charles Wald

BY: _____
Print Name of Authorized Agent

BY: _____
Print Name of Authorized Agent

**Acknowledging and agreeing to the payment schedule
As noted above**

SIGN: _____
Signature of Authorized Agent

SIGN: _____
Signature of Authorized Agent

This agreement subject to acceptance by All American (Wald & Co., Inc.) at its main office at Greenwood, Missouri. IMPORTANT: Place authorized signature on original (white) and return to All American Display Fireworks by return mail. Retain duplicate (yellow) copy for your files.

Memorandum

*To: City Manager
City Commissioners*

From: Ken Strobel

Date: 05-31-13

Subject: Commission Vacancy

Agenda Item: New Business

Recommendation: Staff recommends to the Commission to fill the vacancy left by the passing of Commissioner Sherer.

Background: The passing of Commissioner Sherer has sadly left an unexpected vacancy on the Commission. There is not a State Statute which dictates that a Commission vacancy must be filled, nor is there a Statute that requires that a particular method of replacement be utilized in order to fill a vacant Commission seat. Historically however, we have filled any vacancy in one of three ways:

1. Leave vacancy until next election (April 2014).
2. Commission votes to fill the position after discussing possible candidates.
3. Accept applications for the vacancy and appoint from the applications.
Three applications were received less than a year ago to fill Commissioner Weece's vacancy; the two remaining applications are Jim Lembright and Oliver Bland.

Justification: The budget is one of the most important issues that the Commission addresses. In consideration of this issue and the magnitude of issues to be addressed during this budget cycle, staff feels a vacancy could be problematic.

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: None