

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, July 1, 2019

7:00 p.m.

MEETING #5129

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of Joint City/County/USD #443/DCCC Meeting Minutes, June 17, 2019;
2. Approval of Joint City/County Commission Meeting Minutes, June 17, 2019;
3. Approval of City Commission Meeting Minutes, June 17, 2019;
4. Appropriation Ordinance No.14, July 1, 2019;
5. Cereal Malt Beverage License:
 - a. El Rodeo, 102 W. Wyatt Earp Blvd.
 - b. Miss Kitty's Café, 2110 E. Wyatt Earp Blvd.
6. Approval to Ratify Reimbursement to Credit Union for Sewer Service Expenses;
7. Approval of Memorandum of Understanding for Memorial at Saint Mary of the Plains Campus.

ORDINANCES & RESOLUTIONS

Ordinance No. 3718: An Ordinance Designating Dodge City Days as a Special Event in the City of Dodge City, Kansas. Report by City Clerk, Connie Marquez.

Ordinance No. 3719: An Ordinance Adding to Chapter III of the Code of the City of Dodge City a New Article 8, Establishing a Sidewalk Café Licenses and Conditions Pertaining Thereto Within The City Limits of Dodge City, Kansas. Report by Assistant of City Manager/ Project Development Coordinator Melissa McCoy.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the State Historic Preservation Office Ruling for Property at 306-308 Gunsmoke. Report by, Planning & Zoning Administrator, Nathan Littrell.
2. Approval of Engineering Services with Wilson and Company for Repairs to the Avenue D Drainage Levee. Report by Civil Engineer, Tanner Rutschman.
3. Approval of Property Transactions for City Owned lots at 805 and 811 First Avenue and to Authorize Staff to Execute Documents to Deed the Houses Located at 1203 and 1407 Park Street. Report by City Manager, Cherise Tieben.

OTHER BUSINESS

ADJOURNMENT

JOINT CITY/COUNTY/USD #443/DCCC MEETING MINUTES

The Learning Center, 308 W. Frontview, Dodge City, KS

Monday, June 17, 2019

5:30 p.m.

CALL TO ORDER – Shawn Tasset, Chairman, Ford County Commission called the meeting to order.

ROLL CALL

Ford County: Chairman Shawn Tasset and Commissioners Ken Snook and Chris Boys

City of Dodge City: Mayor Brian Delzeit Commissioners Jan Scoggins, Joyce Warshaw, Rick Sowers and Kent Smoll.

DCCC: Chairman Gary Harshberger, Dr. Jeremy Presley, Floris Jean Hampton, Dan Reichenborn, and Terry Malone. Mia Korbelik and Kathy Ramsour were reported absent.

USD #443: Chairman Lisa Killion, Ryan Ausmus, Jeff Hiers, Tammie West, and Pamela Preston. Jamey Lewis-Gonzales and Traci Rankin were reported absent.

PUBLIC HEARING

City of Dodge City

Mayor Brian Delzeit opened the Public Hearing regarding the adoption of the Neighborhood Revitalization Plan Frontview District.

Joann Knight, Economic Development Director gave a report regarding the proposed Neighborhood Revitalization District on Frontview Street as well as the existing commercial Neighborhood Revitalization Districts.

Shawn Tasset asked about a statement in the plan regarding an unresolved tax protest (Section 7 g). The answer to the question is that the application can be submitted and process begun, however the process would not be complete until the tax protest is settled.

No other public comments were had.

Commissioner Jan Scoggins moved to close the Public Hearing. Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

City Resolution No. 2019-16 - A Resolution Adopting the City of Dodge City Neighborhood Revitalization Plan and Designating a Neighborhood Revitalization Area

was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried 5-0.

County Resolution No. 2019-23 - A Resolution Adopting a Neighborhood Revitalization Plan and Designating a Neighborhood Revitalization Area was approved on a motion by Commissioner Shawn Tasset. Commissioner Ken Snook seconded the motion. The motion carried 3-0.

NEW BUSINESS

1. Discussion and Approval of Interlocal Agreement between the City of Dodge City, Ford County, USD #443, Board of Education, and Dodge City Community College Board of Trustees regarding adoption to Neighborhood Revitalization Plan Frontview District.

City Action: Commissioner Joyce Warshaw moved to approve the Interlocal Agreement regarding the adoption to Neighborhood Revitalization Plan Frontview District. Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

County Action: Commissioner Shawn Tasset moved to approve the Interlocal Agreement regarding the adoption to Neighborhood Revitalization Plan Frontview District. Commissioner Ken Snook seconded the motion. The motion carried 3-0.

USD 443: Ryan Ausmus moved to approve the Interlocal Agreement regarding the adoption to Neighborhood Revitalization Plan Frontview District. Jeff Hiers seconded the motion. The motion carried 5-0.

DCCC: Dr. Jeremy Presley moved to approve the Interlocal Agreement regarding the adoption to Neighborhood Revitalization Plan Frontview District. Floris Jean Hampton seconded the motion. The motion carried 5-0.

ADJOURNMENT

City Action: Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 5-0.

County Action: Commissioner Shawn Tasset moved to adjourn the meeting. Commissioner Ken Snook seconded the motion. The motion carried 3-0.

USD #443 Action: Tammie West moved to adjourn the meeting. Pamela Preston seconded the motion. The motion carried 5-0.

DCCC Action: Dr. Jeremy Presley moved to adjourn the meeting. Floris Jean Hampton seconded the motion. The motion carried 5-0.

Mayor

ATTEST:

City Clerk

JOINT CITY/COUNTY MEETING MINUTES
Learning Center, 308 W. Frontview
Monday, June 17, 2019
Meeting # 5127

CALL TO ORDER

Chairman Shawn Tasset called the meeting to order for Ford County.

Mayor Brian Delzeit called the meeting to order for the City of Dodge City.

ROLL CALL

Ford County: Chairman Shawn Tasset, Commissioner Chris Boys and Ken Snook.

City of Dodge City: Mayor Brian Delziet, Commissioners Jan Scoggins, Joyce Warshaw, Rick Sowers, Kent Smoll.

1. Discussion and Approval of VenuWorks Management Agreement

County Action: Commissioner Shawn Tasset moved to approve the VenuWorks Management Agreement. Commissioner Ken Snook seconded the motion. The motion carried 3-0.

City Action: Commissioner Jan Scoggins moved to approve the VenuWorks Management Agreement. Commissioner Joyce Warshaw seconded the motion. The motion carried 5-0.

ADJOURNMENT

City Action: Commissioner Kent Smoll moved and Commissioner Rick Sower seconded the motion to adjourn the meeting. The motion carried 5-0.

County Action: Commissioner Shawn Tasset moved and Commissioner Ken Snook seconded the motion to adjourn the meeting. The motion carried 3-0.

Mayor

ATTEST:

City Clerk

CITY COMMISSION WORK SESSION MINUTES
City Hall Commission Chambers
Monday, June 3, 2019
6:15 p.m.

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners Kent Smoll, Jan Scoggins, Joyce Warshaw (by phone), and Rick Sowers

1. City Manager Discussions. Ernestor De La Rosa, Assistant City Manager discussed with the Commission the process for hiring a City Manager in the future.
2. Live Stream Training. Abbey Martin, Public Information Officer, passed out some tips for nonverbal communication with the start of the live streaming of the Commission meetings.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting and Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, June 17, 2019
7:00 p.m.
MEETING #5128

CALL TO ORDER

ROLL CALL

INVOCATION by Reverend John Seatvet of St Cornelius Episcopal Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Jan Scoggins moved to approve the agenda as presented and Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

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).

Paul Lewis gave the Commissioners and the audience an update on the Shrine Bowl

CONSENT CALENDAR

1. Approval of City Commission Work Session, June 3, 2019;
2. Approval of City Commission Meeting Minutes, June 3, 2019;
3. Appropriation Ordinance No.13, June 17, 2019;
4. Approval of Temporary Alcohol Consumption for Eisenhower Park.
5. Approval of Temporary Alcohol Consumption for Long Branch Lagoon.
6. Approval of Change Order No. 1 for the 2019 Asphalt Street Projects.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3717: An Ordinance Providing for the Dodge City 2030 Comprehensive Plan for the City of Dodge City, Kansas was approved on a motion by Commissioner Joyce Warshaw.

Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Resolution No. 2019-17: A Resolution Appointing a Local Freedom of Information Officer for the City of Dodge City, and providing for the Officer's Duties was approved on a motion by Commissioner Kent Smoll. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Rick Sowers moved to approval the Metropolitan Energy Center Inc. (MEC) Professional Service agreement to receive 2018 Diesel Emissions Reduction Act (DERA) Grant Funding. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
2. Commissioner Jan Scoggins moved to approve the Real Estate Purchase Contract in the amount of \$104,375.00 plus closing costs to the Title Company for the property at 1409 Park Street. Commissioner Rick Sowers seconded the motion. The motion carried 4-1, with Kent Smoll voting no.
3. Stacey Ludlum of Felis Consulting, L.L. presented the Zoo Masterplan. Commissioner Joyce Warshaw moved to approve the Zoo Masterplan. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Reports of staff and City Commissioners.

ADJOURNMENT

The meeting was adjourned on a motion by Commissioner Joyce Warshaw and seconded by Commissioner Jan Scoggins. The motion carried unanimously.

Mayor

ATTEST:

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 licenses premises.		
SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-XXXXX3341F-02</u>		
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)		
Name <u>Maria del Carmen Medrano-Gutierrez</u>	Phone No. <u>620-082-5402</u>	Date of Birth <u>4/27/63</u>
Residence Street Address <u>1310 Central Ave</u>	City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
SECTION 3 - LICENSED PREMISE		
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)	
DBA Name <u>El Rodeo Bar and Grill</u>	Name	
Business Location Address <u>102 W Wyld H Earp Blvd.</u>	Address	
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City	State Zip
Business Phone No. <u>620-801-5205</u>	<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) <u>Maria C Medrano Gutierrez</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>15</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* have 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not	
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: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 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): 61-1933085

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name <u>Jessica Mercado</u>	Phone No. <u>620 253-4571</u>	Date of Birth <u>10-4-84</u>
Residence Street Address <u>2702 Hennessey Ct</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>

Applicant Spousal Information

Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (if different from business address)
DBA Name <u>Miss Kitty's cafe</u>	Name
Business Location Address <u>2110 E Wyatt Farp</u>	Address
City <u>Dodge City</u> State <u>K.S.</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620-801-4003</u>	<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Mike James Casey</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>28</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* have 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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

Memorandum

*To: City Manager
City Commissioners*

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

Date: June 25, 2019

*Subject: Ratify Reimbursement to Credit Union
for Sewer Service Expenses. ST 1203*

Agenda Item: Consent Calendar

Recommendation: Ratify the Reimbursement to Credit Union of Dodge City for Sewer Service Expenses.

Background: During the reconstruction of Trail St., the existing sewer services were moved from an older, smaller sewer line to the newer, larger sewer main. However, the active sewer service at the Credit Union did not get moved to the newer, larger main. This could have partially been because the sewer service was encased in concrete from the newer, larger main to the older, smaller line and was somewhat hidden. There were 2 other services in the vicinity of the Credit Union that were moved. But neither of these lines were the active Credit Union service. The older, smaller line was installed back in the teens of 1900 and extra sewer services were installed at that time. The Credit Union started experiencing back-ups and eventually no flow through there sewer service because they were still connected to the older, smaller line. The Credit Union hired plumbers to try and fix the problem. The City was notified in late April of 2019 of the possibility of the service not being moved. City Crews helped investigate the possibility and determined that Trail St. needed to be excavated to determine exactly what was happening. The plumber received quotes for the excavation of Trail St. The plumber then hired the contractor who provided the low quote to perform the pavement removal on Trail St. Once it was determined the sewer service needed to be moved, the plumber and City Crews worked to make this happen. The contractor replaced the pavement on Trail St. This had to be done to provide a working sewer service to the Credit Union. The City accepted responsibility of the expenses because this work should have been done during the project.

Justification: During the reconstruction of Trail St., the Credit Union's sewer service was not connected to the larger sewer main. This caused back-up issues and ultimately for the Credit Union to have the street excavated to make the connection to the larger sewer main.

Financial Considerations: The cost of the reimbursement is \$28,816.46. This includes the expenses the Credit Union has accrued over the past year plus. The cost for the pavement removal and replacement of Trail St. is also include in this amount. This amount will have to come out of the Waste Water Collection Fund.

Purpose/Mission: The completion of this project will meet the core values of Ongoing Improvements and Safety.

Legal Considerations: Payment to Credit Union of Dodge City.

Attachments: None



City of Dodge City

PARKS AND FACILITIES

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners
From: Troy Brown, Parks and Facilities Director
Date: June 26, 2019
Subject: Memorandum of Understanding with Gary Noller

Recommendation: Staff recommends approving the MOU with Gary Noller.

Background: Mr. Noller, a former Dodge City resident attended school at St. Mary of the Plains High School. Mr. Noller proposed placing a memorial monument at the former St. Mary of the Plains campus recognizing three of his former classmates who lost their lives in the Vietnam War.

Justification: After reviewing his proposal and understanding that all funds required for the project would be raised through donations, City administration agreed we could move forward with developing an MOU. In early May of this year I met with Mr. Noller and his brother who is a Dodge City resident at the potential location of the memorial. The proposed location is indicated on the attached map. It is agreed upon that long term maintenance and or replacement of the monument would not be the responsibility of the City and the City could remove the monument if the monument no longer reflected a professional image.

Financial Considerations: There are no costs associated with the project for the City.

Purpose/Mission: This project meets the City's core value of providing ongoing improvements for the citizens of this community.

Legal Considerations: The MOU was reviewed by City Attorney

Attachments: MOU; Location map

Memorandum of Understanding

Between

City of Dodge City, Kansas (City)

and

Gary L. Noller, (Veteran)

This Memorandum of Understanding (MOU) sets forth the terms and understandings between the City and Veteran to facilitate the placement of a St. Mary of the Plains High School Vietnam Veterans Memorial on the former grounds of the St. Mary of the Plains College education complex (SMOP) in Dodge City, Kansas. SMOP is now owned by the City.

Background

Veteran, an individual, is a native of Dodge City, Kansas and a 1965 graduate of St. Mary of the Plains High School. Veteran served as a combat infantryman in the U.S. Army during the Vietnam War and served in Vietnam. Veteran wishes to place an appropriate memorial monument stone (the “memorial”) listing the names and significant information of three St. Mary of the Plains High School schoolmates who were killed in combat action while serving in the U. S. Army in Vietnam. See Attachment 1 for a detailed proposal. The monument will honor the memory of James Nufer, Gregg Steimel, and Richard Conrardy.

Purpose

This MOU will establish a collaboration between the City and Veteran to carry out specific tasks related to the successful placement of the memorial (see attached map for location). This MOU will establish the license from the City to allow the construction activities related to the placement of the memorial. Each party has unique capabilities and will have defined roles and responsibilities to best utilize available resources. Veteran will be the project manager and primary contact with the parties involved in the design, fabrication, and installation of the memorial. This includes the memorial vendor, landowner, contractors, and the St. Mary of the Plains Alumni Association.

Reporting

The City and Veteran will provide updates on status from time to time as needed and/or requested. The primary means of reporting will be through electronic mail. The City and Veteran will each keep and share printed copies of any paper documents related to this MOU to provide for a duplicated file of documentation.

Funding and Donor Contact

Funds will be acquired through donations received from the general public. There is no requirement or agreement for the City to provide funding for any aspect of the project. The St. Mary of the Plains Alumni Association (the "Association") and Veteran executed a Memorandum of Understanding for the successful completion of this project. The Association will act as treasurer of funds donated for the memorial. The Association may contribute financial resources as it wishes but is not obligated to do so. The Association will escrow and encumber donated funds in the Association's bank account and release upon the request of Veteran and upon receipt of proper documentation. The Association and Veteran will not utilize donated funds for any purpose unrelated to the purchase, construction and/or placement of the memorial. The Association will manage the receipt and distribution of donated funds, donor contact, publicity, and memorial dedication, as well as perform related duties.

Ownership

Once the memorial is completed and installed, its ownership will be granted to the City. Any donated funds acquired for the purchase, construction and placement of the monument, and its dedication ceremony, that are in excess of needs will be granted to the City to assist in the upkeep of the area surrounding the memorial as well as the memorial itself.

In the event of a natural or manmade disaster or should over time, the memorial become deteriorated to a point where it no longer reflects a professional image, the City has the right to remove and not replace the monument.

Duration of MOU

This MOU is at-will and may be modified by mutual consent of the City and Veteran. This MOU shall become effective upon signature by the authorized official(s) of the City and Veteran, and will remain in effect until modified or terminated by mutual consent of the parties. In the absence of mutual agreement by the parties this MOU shall

terminate on December 31, 2020.

Contact Information

City of Dodge City, Kansas
Troy Brown
Parks and Facilities Director
806 N. Second Ave.
Dodge City, Kansas 67801
troybr@dodgecity.org
620-225-8160

Gary L. Noller
Project Manager
P.O. Box 294314
Kerrville, Texas 78029
gnoller@aol.com
830-377-8115

Date: _____

Cherise Tieben,
City Manager
City of Dodge City

Date: _____

Gary L. Noller, Veteran

Sheet 1

ST MARY OF THE PLAINS HIGH SCHOOL
VIETNAM VETERANS MEMORIAL
SITE



ST MARY OF THE PLAINS HIGH SCHOOL
VIETNAM VETERANS MEMORIAL
SITE [CLOSE]



Memorandum

*To: City Manager
City Commissioners*

*From: Connie Marquez
City Clerk/Finance Technician*

Date: July 1, 2019

*Subject: Ordinance Designating Dodge City
Days as a Special Event*

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend approval of Ordinance No. 3718

Background: Some businesses that sell alcohol frequently request a temporary alcohol permit in areas which includes streets or public property outside of their normal businesses. K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as Dodge City Days, as a “special event” as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol. The first step in allowing the State to issue a temporary permit is to pass an ordinance designating Dodge City Days as a Special Event.

We commonly will have different events during Dodge City Days and historically those events have caused no issues for the City or any of the participants.

Justification: Designate Dodge City Days as a special event so that events that are being planned in Dodge City can obtain the proper permits to hold their events.

Financial Considerations: None

Purpose/Mission: Together we promote open communications with our community members.

Legal Considerations: No additional

Attachments: Ordinance No. 3718

ORDINANCE NO. 3718

AN ORDINANCE DESIGNATING DODGE CITY DAYS AS A SPECIAL EVENT IN THE CITY OF DODGE CITY, KANSAS.

WHEREAS, Dodge City Days is a ten (10) day special event held annually during the last week in July and first week in August; and,

WHEREAS, the City of Dodge City celebrates its historical roots during this city-wide special event; and,

WHEREAS, a variety of activities are held throughout the City during this special event; and,

WHEREAS, K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as Dodge City Days, as a “special event” as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol; and,

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

NOW THEREFORE, the City of Dodge City hereby designates the community gathering and festival, commonly known as Dodge City Days as a “special event” in Dodge City, Kansas. This special event will extend for a period of ten (10) days beginning on July 25, 2019 and ending on August 4, 2019.

The Ordinance will take effect upon approval by the City Commission and upon publication of a summary Ordinance in the Dodge City Daily Globe.

Approved this 1st day of July, 2019.

Mayor

ATTEST:

City Clerk



City of Dodge City

806 N. Second Ave.
PO Box 880
Dodge City, KS 67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Brad Ralph, City Attorney

Date: June 27, 2019

Subject: Approve Sidewalk Café Ordinance

Agenda Item: New Business

Recommendation:

Staff recommends approval of Ordinance 3719, adding a new Article 8 to Chapter III of the Code of the City of Dodge City, which establishes conditions and licenses for sidewalk cafes located on an adjoining public sidewalk.

Background:

City staff received requests from downtown restaurant owners for permission to expand their food service onto the adjoining sidewalk next to their business to include alcoholic beverages. City Staff met with Alcohol and Beverage Control to determine the State requirements, and contacted other communities in Kansas to review similar programs. Development Services, Administration, Finance and the City Clerk reviewed the ordinance and discussed the processes to obtain a sidewalk café license agreement.

Justification:

The sidewalk café license offers a simplified mechanism for restaurants in the Heritage District to provide enhanced services to attract visitors. The licensee is also required to have fencing approved by the Director of Development Services that will separate the sidewalk dining area from the unobstructed walkway. The hours for this service are limited from 11 am to 10 pm on any day the restaurant is open.

Legal Considerations:

The sidewalk café license agreement grants a contractual license to use the sidewalk for the Sidewalk Dining Area in its present condition, “as is,” without any warranties, representations, or assurances from the City. This ordinance and the agreement protects the City’s liability while emphasizes additional business opportunities in the Heritage District. The Licensee will be required to carry an insurance policy for any liability associated with the sidewalk dining area.

Financial Considerations:



City of Dodge City

806 N. Second Ave.
PO Box 880
Dodge City, KS 67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Each applicant will be required to pay a nonrefundable annual fee to the City Clerk in order to obtain a sidewalk café license agreement. The Licensees will be responsible for all construction and maintenance costs for installing fencing or any other improvements required for sidewalk dining.

Attachments:

Sidewalk Café Ordinance

ORDINANCE NO. 3719

AN ORDINANCE ADDING TO CHAPTER III OF THE CODE OF THE CITY OF DODGE CITY A NEW ARTICLE 8, ESTABLISHING SIDEWALK CAFE LICENSES AND CONDITIONS PERTAINING THERETO WITHIN THE CITY LIMITS OF DODGE CITY, KANSAS.

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

Section 1 Repeal: Any ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 2 Amendment: A new Chapter III, Article 8, Sidewalk Cafes, Section 3-801 through 3-812, inclusive, is hereby adopted to read as follows:

3-801 Definitions

As used in this article, unless the context clearly indicates otherwise, the following words and phrases shall have the meanings ascribed to them in this section:

(1) "Adjoining sidewalk" means the area of sidewalk located within the area defined by the projection of the angle of the exterior walls of a restaurant building. If a restaurant building has adjoining sidewalk on connecting sides, the area between the two resulting segments of adjoining sidewalk may be included in the "adjoining sidewalk" for purposes of determining the sidewalk dining area.

(2) "Applicant" means the owner of a restaurant who has filed with the City an application for a sidewalk café license agreement.

(3) "Application" means the completed city form and any accompanying documentation filed with the City by the Applicant for the purpose of obtaining a sidewalk café license agreement.

(4) "Heritage District" means the geographic area defined in the Diagrammatic Map found in Exhibit A of the Heritage District Overlay Guidelines.

(5) "Extended sidewalk" means the area of sidewalk connected to and uninterrupted extending from the adjoining sidewalk.

(6) "Licensee" means the owner of a restaurant authorized under this article to use adjoining sidewalk for sidewalk dining pursuant to a sidewalk café license agreement.

(7) "Restaurant" means a public eating establishment except drive-ins in which the primary function is the preparation and serving of food on the premises.

(8) “Sidewalk dining” means the consumption of food, beverages (including, but not limited to, alcoholic liquor or cereal malt beverage), or both, by patrons of a restaurant outdoors on a specific area of adjoining sidewalk set aside for that purpose.

(9) “Restaurant building” means the building in which a restaurant is located within the Heritage District.

(10) “Sidewalk café license agreement” means the agreement between the City and the Licensee stating the terms under which the Licensee may utilize the sidewalk dining area for sidewalk dining.

(11) “Sidewalk dining area” means that portion of the adjoining sidewalk and, if applicable, the extended sidewalk which has been approved by the City for sidewalk dining pursuant to a sidewalk café license agreement.

(12) “Unobstructed walkway” means the area of sidewalk to remain open for unobstructed pedestrian traffic between the sidewalk dining area and street curb, permanent plantings, permanent street lighting, or other permanent obstructions.

3-802 Sidewalk café license agreement required; sidewalk dining prohibited outside of the Heritage District.

No owner or manager of a restaurant shall permit sidewalk dining without first obtaining a sidewalk café license agreement. No sidewalk café license agreement shall be issued for an establishment that does not meet the definition of “Restaurant” or for a Restaurant located outside of the Heritage District.

3-803. Sidewalk café license agreement fees.

(1) Application fee. Each applicant seeking to obtain a new sidewalk café license agreement shall pay a non-refundable fee to the City Clerk in an amount determined pursuant to Appendix A. Such fee shall be paid regardless of whether an Applicant has obtained an executed sidewalk café license agreement in the past.

(2) Renewal fee. Following approval of a sidewalk café license agreement, a Licensee shall pay a non-refundable annual renewal fee to the City Clerk in an amount determined pursuant to the Appendix A prior to renewal of the sidewalk café license agreement.

3-804. Applications.

The Application for a sidewalk café license agreement shall contain, without limitation, the following information:

(1) Applicant's name and the names of any other persons or entities who own the restaurant for which applicant is submitting the application, as well as such persons' email address(es), business address(es), business telephone number(s) and mailing address(es).

(2) The name of the manager of the Restaurant for which the application is being submitted, his or her telephone number, mailing address, and email address.

(3) A copy of a certificate of insurance, in accordance with Section 8, establishing that the Applicant has procured appropriate liability insurance and that such insurance is current.

(4) A copy of the Applicant's current State liquor license, if applicable.

(5) A sidewalk café license agreement signed by the Applicant.

(6) An approved City fencing permit.

(7) The Applicant's signature and the date of signature.

3-805. Application approval or denial.

(1) Review by City Clerk. An Application shall be referred to the City Clerk for review. The City Clerk shall review such Application within a reasonable time thereafter.

(2) Recommendation to City Commission; City Commission review. After reviewing an Application, the City Clerk shall submit a written recommendation to the City Commission, which may adopt, modify or reject the recommendation of the City Clerk, or may return the Application to the City Clerk for further consideration together with a statement specifying the basis therefor. If the City Commission chooses to approve an Application, subject to its modifications, if any, and to execute the Sidewalk Café License Agreement, the Application shall be incorporated into said agreement.

(3) Denial authority.

(a) The above notwithstanding, the City Clerk is authorized to deny an Application if one of the following conditions are satisfied by mailing a notice of denial to the Applicant at the Applicant's address provided in the Application, stating the reason for the denial and that the Applicant has the right to appeal such denial:

i. The Application is incomplete;

ii. The Applicant does not meet the definition of a Restaurant; or,

iii. The applicant has had a Sidewalk Café License Agreement terminated by the City for any reason within two (2) years prior to submission of the Application.

Provided, however, that if the sole basis for denial is an incomplete Application, the City Clerk will allow the Applicant additional time to complete the Application.

(b) If the City Clerk denies an Application, the Applicant may appeal the denial to the City Commission by filing a notice of appeal in the office of the City Clerk on a form provided by that office. The notice of appeal must be filed within fourteen (14) calendar days of the date of the City Clerk's decision and shall state the basis for the appeal. The City Commission shall review such denial within a reasonable time thereafter and may affirm or overrule the denial of the City Clerk, may approve the Sidewalk Café License Agreement with additional conditions, or may return the Application to the City Clerk for further consideration together with a statement specifying the basis therefor.

3-806. Sidewalk Café License Agreement; term.

(1) Content. Upon approval of an Application, a Sidewalk Café License Agreement shall be executed in a form provided by the City, which, without limitation, shall contain the name and mailing address of the Applicant, a statement of terms and conditions consistent with this article, and the term of the Sidewalk Café License Agreement.

(2) Term. A Sidewalk Café License Agreement will be effective on the date of execution and will expire at midnight on the subsequent December 31.

3-807. Sidewalk café license agreement renewal; denial.

(1) Renewals.

(a) Payment of fee and certificate of insurance. The City Clerk shall grant an annual renewal of a sidewalk café license agreement then in effect for an existing or reduced sidewalk dining area, upon submission by the Applicant to the City Clerk of a renewal application form, along with payment of the renewal fee and submission of a certificate of insurance establishing that the Applicant has procured appropriate liability insurance and that such insurance is current, in accordance with Section 8, unless as otherwise provided in subsection (b) below.

(b) Payment deadline. Payment of the renewal fee and submission of a certificate of insurance must be delivered to the City Clerk by January 1. If an Applicant fails to make the renewal payment and/or to provide an adequate certificate of insurance by January 1, the Applicant must pay a Fifty dollar (\$50.00) penalty prior to February 1 to be eligible for an annual renewal of a sidewalk café license agreement, in addition to satisfying other renewal requirements under this section.

(2) Denial authority.

(a) Grounds. The City Clerk shall not grant an annual renewal and shall mail a notice of denial to the Licensee at the Licensee's address shown on the renewal application, stating the reason for the non-renewal and that the Licensee has the right to appeal such non-renewal, if:

- i. The Licensee has failed to pay the appropriate renewal fee and/or has failed to submit to the City Clerk the requisite certificate of insurance by the deadlines set forth above; or,
- ii. The City Commission has directed that such renewal shall not be issued.

(b) Effect. If the City Clerk does not grant a renewal, the sidewalk café license agreement will terminate on May 1.

(3) Appeals.

(a) City Commission hearing. If the City Clerk declines to renew a sidewalk café license agreement, the Licensee may appeal the decision of the City Clerk to the City Commission by filing a notice of appeal in the office of the City Clerk. The notice of appeal must be filed within fourteen (14) calendar days of the date of the City Clerk's decision and, and such written request shall state the basis for the appeal. The City Commission shall review the City Clerk's decision within a reasonable time thereafter and may affirm or overrule the decision of the City Clerk, may renew the sidewalk café license agreement with additional conditions, or may return the issue of renewal to the City Clerk for further consideration together with a statement specifying the basis therefor.

(b) Pendency of appeal. The term of the sidewalk café license agreement shall be extended during the pendency of any appeal to the City Commission under this section, provided that the basis for the City Clerk's decision is not based, in whole or in part, upon the Licensee's failure to submit to the City Clerk the requisite certificate of insurance.

3-808. Sidewalk dining conditions.

A Licensee shall, without limitation, comply with the following provisions:

(1) Compliance.

(a) Compliance with sidewalk café license agreement. The Licensee shall comply with all terms of the sidewalk café license agreement.

(b) Compliance with applicable law. The use of the sidewalk dining area for sidewalk dining shall be in conformance with zoning law governing the real property upon which the Licensee's Restaurant is located, laws governing service of food and beverages, laws governing alcoholic liquor and/or cereal malt beverages, the provisions of this article or administrative regulations adopted pursuant thereto, and any other law pertaining to sidewalk dining or a Licensee's use of sidewalk.

(c) Limited use. The use of the sidewalk dining area shall be limited to sidewalk dining as part of the business of the Licensee's Restaurant. Without limitation, food preparation, mixing alcoholic liquor or cereal malt beverages, and tending bar is not permitted in the sidewalk dining area.

(2) Alcoholic liquor and cereal malt beverages.

(a) Compliance with alcoholic liquor and cereal malt beverage laws and regulations. A Licensee may serve seated patrons and a Licensee's seated patrons may purchase, possess, and consume alcoholic liquor and/or cereal malt beverages within the sidewalk dining area in accordance with chapter III of this Code and other applicable law, including, but not limited to Kansas alcoholic beverage control regulations on serving alcoholic liquor and/or cereal malt beverages in the Sidewalk Dining Area.

(b) Limited hours of sale. A Licensee shall not serve alcoholic liquor nor cereal malt beverages or allow alcoholic liquor or cereal malt beverages to be consumed in the Sidewalk Dining Area after 10:00 p.m. or before 11:00 a.m. on any day. In no event shall this subsection be construed to expand the permitted hours for sale of alcoholic liquor or cereal malt beverages beyond what is otherwise permitted under chapter III of this Code and other applicable law.

(c) Fencing required. Licensees cannot serve alcoholic liquor and/or cereal malt beverages within the Sidewalk Dining Area unless the Sidewalk Dining Area is separated from the unobstructed walkway by a barrier that has been previously approved by the Director of Development Services.

(3) Maintenance costs. Licensees are responsible for all construction and maintenance costs associated with installing barriers or any other improvements that may be necessary to develop and maintain the Sidewalk Dining Area in accordance with the terms of this article or any administrative regulations adopted pursuant to this article.

(4) Liability and insurance.

(a) Insurance.

i. Type and amount of coverage. A Licensee shall carry an insurance policy that insures a Licensee in an amount not less than \$500,000 per single incident for any liability associated with the failure of a Licensee, its officers, employees, agents, servants, invitees, patrons or contractors, to exercise reasonable care and diligence in the use of the sidewalk during the term of its Sidewalk Café License Agreement and for as long as a Licensee continues to occupy the sidewalk following termination of its Sidewalk Café License Agreement. Failure of a Licensee to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve a Licensee of liability.

ii. Rating. All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent "A.M. Bests" insurance guide, and admitted in the state of Kansas. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

iii. Certificate of insurance. A Licensee shall provide the City with a certificate of insurance listing the City as the certificate holder and evidencing compliance with the insurance requirements in this article and in the Sidewalk Café License Agreement. The City has the

right to require complete certified copies of all insurance policies procured by a Licensee pursuant to this article and the Sidewalk Café License Agreement, including any and all endorsements affecting the coverage required hereunder. The certificate of insurance shall also require the insurance carrier to notify the City at least thirty (30) days in advance of any change in terms and conditions of the policy, including cancellation for any reason, and in advance of any expiration of the policy term.

(b) Indemnification. To the fullest extent permitted by law, a Licensee shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the acts, errors, or omissions of a Licensee, its officers, employees, agents, servants, invitees, patrons, and contractors to construct, maintain, or use the Sidewalk Dining Area, and for as long as a Licensee continues to occupy the sidewalk following termination of its Sidewalk Café License Agreement.

(5) No representation by the City. The City makes no representations with respect to the Sidewalk Dining Area or its condition. A Sidewalk Café License Agreement grants a Licensee a contractual license to use the sidewalk in the Sidewalk Dining Area in its present condition, "as is," without any warranties, representations, or assurances from the City.

(6) Removal of fixtures. The City may require, at any time and for any reason, the temporary removal of any fixtures or objects placed on the sidewalk for a reasonable period of time. Licensees shall be responsible for any costs incurred in the removal of fixtures and shall, at the City's option, return the sidewalk to City pavement standards. If, at the time that removal is required, the Licensee is no longer the tenant of the real property on which the restaurant that used the Sidewalk Dining Area was located, then the owner(s) of record of the real property on which the Restaurant that used the Sidewalk Dining Area was located shall be responsible for any costs incurred in removing the fixtures and in returning the sidewalk to City pavement standards.

(7) Sidewalk café license agreement maintained at the restaurant. A Licensee shall retain a copy of the executed Sidewalk Café License agreement on the real property upon which the Licensee's Restaurant is located.

(8) Sidewalk café license agreement non-assignable. Licensees shall not attempt to transfer, assign, sublet or convey any rights in the Sidewalk Dining Area that are given to a Licensee pursuant to a Sidewalk Café License Agreement. Sidewalk Café License Agreements may not be assigned in any form.

(9) Sidewalk café license agreement confers no real property rights on Licensees. While a Licensee may control the Sidewalk Dining Area to the extent necessary to conduct activities authorized by this article or a Sidewalk Café License Agreement, a Licensee shall not be considered to be a real property tenant or lessee. Nothing in this article and regulations

adopted pursuant thereto, or a sidewalk Café License Agreement, shall be construed to convey any interest in the real property comprising the Sidewalk Dining Area except a contractual license.

3-809. Violations and termination of sidewalk café license agreement.

(1) Violations and cure period.

(a) Violation notice. Whenever it appears that there has been a violation of this article, administrative regulations adopted pursuant to this article, or the sidewalk café license agreement, a written notice of violation and order to cure (“Notice and Order”) may be served upon the Licensee according to subsection (d).

(b) Cure period. The notice and order shall provide information sufficient to reasonably allow the Licensee to determine the nature of the actions required to cure the violation and shall specify a reasonable time period to cure the violation.

(2) Continued operation contrary to public interest. If continued sidewalk dining on a Sidewalk Dining Area is contrary to the health, safety, and welfare of the public, a written notice of this determination shall be issued to the Licensee (“Termination Notice”), which shall provide the date upon which the sidewalk café license agreement will be terminated. A sidewalk café license agreement that is terminated under this subsection shall not terminate less than thirty (30) days from the date of the Termination Notice.

(3) Form. The Notice and Order or the Termination Notice, as applicable, shall:

(a) Identification. Include a description of the subject Sidewalk Dining Area sufficient for identification.

(b) Basis.

i. In the case of a Notice and Order, include a statement of the nature of the violation and references to relevant laws, ordinances, regulations, and/or sidewalk café license agreement provisions with sufficient information that would reasonably allow the Licensee to determine the nature of the violation to allow a Licensee to cure the violation; or

ii. In the case of a Termination Notice, include a detailed explanation as to why continued sidewalk dining on the subject Sidewalk Dining Area is contrary to the health, safety, and welfare of the public.

(c) Timing.

i. In the case of a Notice and Order, include a deadline for a Licensee to cure a violation that allows a reasonable time to take the actions required, and include a statement that failure to comply may result in the City terminating the Sidewalk Café License Agreement; or

ii. In the case of a Termination Notice, include a statement of when the sidewalk café license agreement will be terminated, which shall not be less than thirty (30) days from the date of the Termination Notice.

(d) Right to appeal hearing. Inform the Licensee of the right to an appeal hearing before the City Commission if the Licensee files a written request for hearing within fourteen (14) days from the date of issuance listed on the Notice and Order or the Termination Notice.

(4) Service. A Notice and Order and/or Termination Notice may be served by regular mail to the address indicated in the sidewalk café license agreement.

(5) Termination by City. In addition to any provisions in the sidewalk café license agreement, if the Licensee fails to cure a violation in the period of time designated in the Notice and Order, or the date designated within the Termination Notice has passed, then the Sidewalk Café License Agreement then in effect shall be terminated, unless a request for an appeal hearing has been filed with the City Commission, in which case the Sidewalk Café License Agreement shall terminate according to the order of the City Commission.

(6) Termination by Licensee. If a Licensee discontinues use of the Sidewalk Dining Area or provides written notification of the same, the Licensee's Sidewalk Café License Agreement shall terminate immediately.

(7) Responsibilities upon termination.

(a) Removal of obstructions. If a Sidewalk Café License Agreement is terminated for any reason, a Licensee shall remove all objects, including but not limited to fencing and furniture, that occupy the Sidewalk Dining Area under the Sidewalk Café License Agreement, and shall restore the sidewalk in and surrounding the Sidewalk Dining Area to city pavement standards. Such removal and/or restoration shall occur prior to termination of the sidewalk café license agreement.

(b) Failure to remove or restore. If the Licensee fails to remove objects or fails to restore the sidewalk according to subsection (i) above, then the City may remove such objects and restore the sidewalk in addition to any other applicable remedies. In the event that the City removes such objects or restores the sidewalk following termination, the City shall be able to assess all costs associated with such action, including, but not limited to reasonable costs associated with repairing sidewalk that may be damaged in such removal, according to the provisions of chapter XIII, and all amendments thereto, except that it shall be sufficient for the City to serve notice of costs by regular mail to the address indicated on the sidewalk café license agreement.

(8) Appeals.

(a) City Commission hearing. A Licensee may appeal a Notice and Order or a Termination Notice by filing a notice of appeal in the office of the City Clerk on a form provided by that office. The notice of appeal must be filed within fourteen (14) calendar days from the date of issuance listed on the Notice and Order or the Termination Notice and shall state the

basis for the appeal. The City Commission shall review the findings within a reasonable time thereafter and may affirm (with or without modification) or overrule the determinations.

(b) Pendency of appeal. The term of the sidewalk café license agreement shall be extended during the pendency of any appeal to the City Commission under this section, provided that the findings are not based, in whole or in part, upon the Licensee's failure to maintain requisite insurance coverage.

(c) Time extension. Should the City Commission issue a ruling adverse to the Licensee, the City Commission shall afford the Licensee a reasonable period of time to cure the violation in the case of a Notice and Order appeal, or to make necessary arrangements prior to termination of the sidewalk café license agreement, in the case of a Termination Notice appeal. In the case of a Notice and Order appeal, if the licensee fails to cure the violation within the time specified by the City Commission, the sidewalk café license agreement shall terminate.

(9) Additional and alternative remedies. In addition to or as an alternative to remedies provided in this article or the Sidewalk Café License Agreement, the City may cause to be instituted any appropriate proceeding at law or in equity to restrain, correct or abate any violation of the provisions of this article or of any order or direction made pursuant thereto.

3-810. Policy and regulations.

The City Manager is authorized to propose administrative regulations regarding sidewalk café license agreements and sidewalk dining as the City Manager deems necessary for public safety and welfare for adoption by resolution of the City Commission. All Licensees shall comply with all regulations adopted pursuant to this article. Failure to comply with such regulations shall be grounds for the issuance of a Notice and Order pursuant to Section 3-809, and possible termination of the sidewalk café license agreement.

3-811. City's rights to execute other license agreements unaffected.

Nothing in this article shall be construed to limit the City's right to execute license agreements outside the Heritage District or to execute license agreements not relating to sidewalk dining in the Heritage District.

3-812. Severability.

If any section, clause, sentence, or phrase of this article is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such finding shall not affect the validity of any remaining provisions of this article.

This Ordinance shall take effect and be in full force from and after its publication in the official city newspaper.

Passed by the Governing Body and Approved by the Mayor on this ___ day of _____, 2019.

Brian Delzeit, Mayor

ATTEST:

Connie Marquez
City Clerk

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: July 1, 2019
Subject: Appeal of SHPO Ruling
Agenda Item: New Business

Recommendation: City staff supports the determination of the State Historic Preservation Office (SHPO).

Background: The applicant proposed to place railing on both the front roofline and rear roofline of this property at 306-308 Gunsmoke. The front is more ornamental and the rear facing is a pipe-type. Our local Landmark Commission was split, 2-2, on whether to recommend approval or not to SHPO, citing concerns about impact of the façade of the building, damage to the parapet (roofline), and overall height of it. The State determined that the proposed railing would have damaging visual effect to the historic district. The State suggested moving or redesigning the railing so that it would not be visible from the street. The applicant does not want to make any changes to the proposed design.

Justification: The City's Historic Preservation Ordinance establishes that the applicant can appeal the SHPO's ruling to the City Commission. The applicant submitted a letter stating their intention to appeal the ruling. City staff supports the determination of the SHPO.

Financial Considerations: None

Purpose/Mission: None

Legal Considerations: None

Attachments: Application, Appeal Letter, SHPO Letter



City Of Dodge City

DESIGN REVIEW APPLICATION

PROPERTY INFORMATION

Address of Property 306 - 308 Gunsmoke
 Legal Description (*may be attached*) _____

OWNER INFORMATION

Name(s) Michael and Liliana Zuniga
 Contact Zachary Carlton
 Address 601 N 2nd Avenue
 City Dodge City State Ks ZIP 678
 Phone (620) 225-3980 Fax (620) 225-3364
 E-mail wcmadc@gmail.com Mobile (620) 2555322

APPLICANT/AGENT INFORMATION

Contact _____
 Company _____
 Address _____
 City _____ State _____ ZIP _____
 Phone (_____) _____ Fax (_____) _____
 E-mail _____ Mobile (_____) _____

Existing Zoning	Existing Land Use	Proposed Land Use	
Total site area	Current Appraised Value	Existing Building Footprint	Open Space Area
# of Buildings	Estimated Cost of Construction	Proposed Building Footprint	Pavement Coverage
Are you also submitting any of the following applications?			
Building Permit	Site Plan	Special Use Permit	Zoning Change
Variance	Other (specify)		

Property 306 -308 Gunsmoke

Address: _____

**Detailed Description of Proposed Project:
(Attach additional sheets if necessary)**

place a handrail on top of roof for safety. on both side if the building, facing Gunsmoke and facing the back alley.

FENCE WILL BE 62" INCHES TALL

**Reason for Request:
(Attach additional sheets if necessary)**

This is for safety reasons, so that when people are on the roof, there will be minimal chances of someone falling off the roof.

Architect/Engineer/Contractor Information: Please provide name and phone number of any persons associated with the project.

Contact Zachary Carlton
Company christian brothers construction
Address 611 W Cedar St
City Dodge City State Ks ZIP 67801
Phone (620) 789-1332 Fax () _____
E-mail _____ Mobile (620) 789-1332

REQUIRED ATTACHMENTS:

- 1. **Photographs of existing structure and site**
- 2. **Scaled or dimensioned site plan**
- 3. **Scaled elevation drawings**
- 4. **Scaled or dimensioned floor plans**

ADDITIONAL INFORMATION MAY BE REQUIRED BASED ON THE SCOPE OF THE PROJECT

SIGNATURE

I/We, the undersigned am/are the **(owner(s)), (duly authorized agent), (Circle One)** of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for design review approval as indicated above.

Signature(s):  Date 04/25/19

 Date _____

_____ Date _____

Note: If signing by agent submit Owner Authorization Form

OWNER AUTHORIZATION

Fax 785-832-3160

I/We hereby referred to as the "Undersigned", being of lawful age, do hereby on this day of 20 __, make the following statements to wit:

- 1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

- 2. I/We the undersigned, have previously authorized and hereby authorize (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Development Services Office of City of Dodge City Kansas, regarding _____ (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.

- 3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Owner

Owner

STATE OF KANSAS
COUNTY OF DODGE CITY

The foregoing instrument was acknowledged before me on this day _____ of _____, 20 __, by _____.

My Commission Expires:

Notary Public

REQUIRED INFORMATION FOR APPLICATIONS TO THE HISTORIC RESOURCES COMMISSION

Use the checklist below to be sure your application is complete.

GENERAL REQUIREMENTS

- **Application** Be sure to note if other applications (site plans, variance requests, etc.) have been submitted. Make sure that the application is signed and dated. Include a digital copy of application and supporting materials.
- **Written Description** Describe clearly and in detail the nature of your project. Include exact dimensions for materials to be used (e.g. width of siding, window trim, etc.) Attach additional documents and pages as necessary.
- **Drawings** Submitted drawings must be sufficiently clear, detailed and **dimensioned** in order to adequately communicate the scope of the proposed project. The applicant should include **dimensional drawings of each effected elevation** and floor plans of the structure. Staff may require more information based on submission and scope of the project. Applicants should submit one full size copy of the plans and one 11" x 17" copy of the plans. A digital copy of the drawings is also required.
- **Site Plan** Scaled or dimensioned site plan. Include location of all existing and proposed structures, outside features (retaining walls, historic limestone curbing and hitching posts, etc.), and materials to be used.
- **Description of Materials and Construction Techniques** (This may be noted on the required drawings or described on page 2 of the Application.) Please note window and door specifications if proposing replacement.
- **Photographs** Include photographs of each elevation of the property and any important architectural details. The property owner will allow staff access to the property to photo document the project.

ADDITIONAL REQUIREMENTS

- **Statement of Building Condition** (Include if proposing demolition) Structural analysis, completed by an engineer or licensed building contractor, of the structure to be demolished.
- **Repair vs. Replacement Cost Analysis** (Include if proposing demolition) Statement describing the cost to repair the structure to be demolished and the cost to build a new structure of equal size and materials. This information will help in the determination of the feasibility of rehabilitation.
- **Copy of Demolition or Sign Permit** If applicant is proposing demolition or to install a sign, include a copy of the sign or demolition permit.

FACING GUNSMOKE



FAEING COUNSMORE

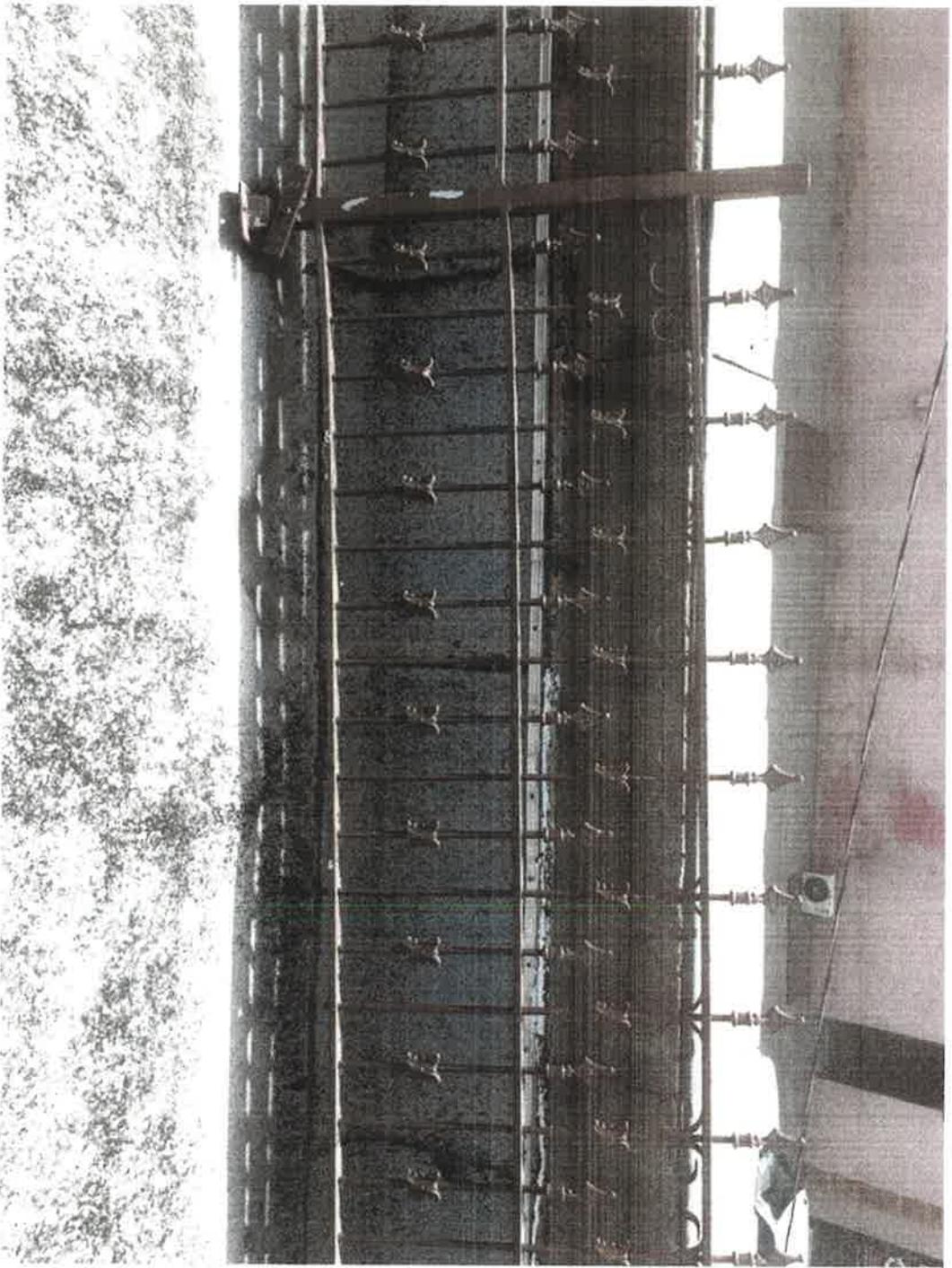


(FACING ALLEY)



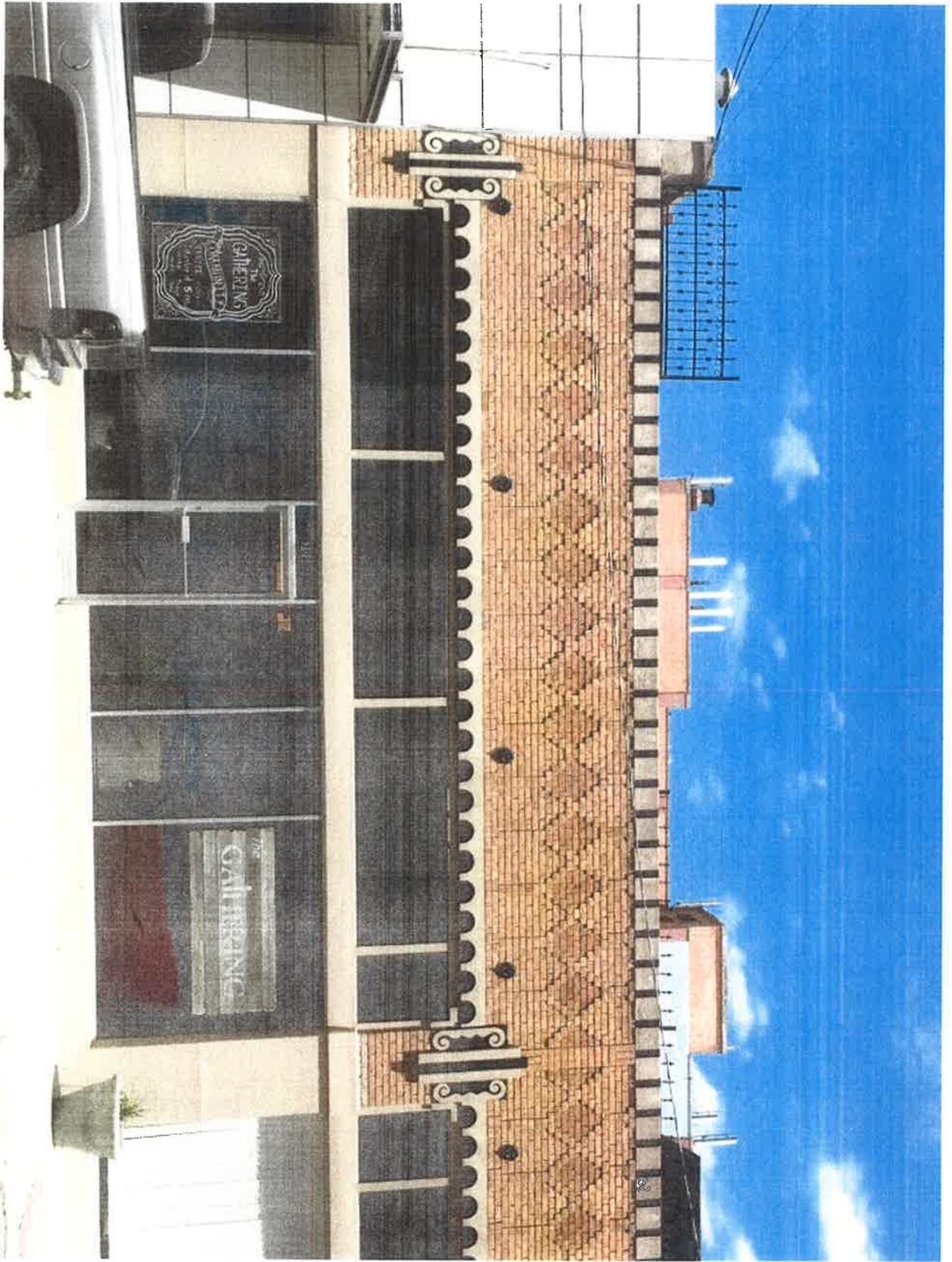
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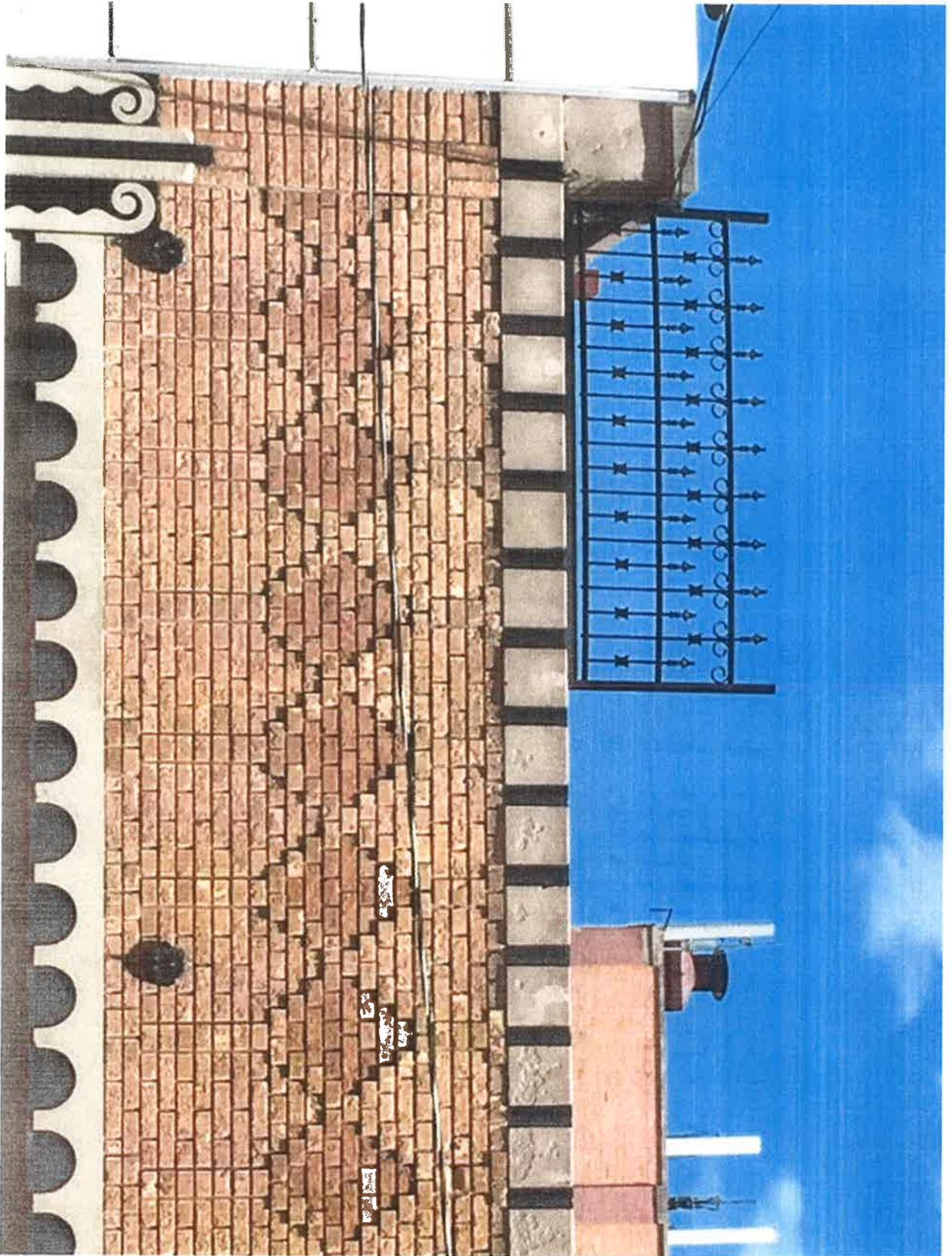


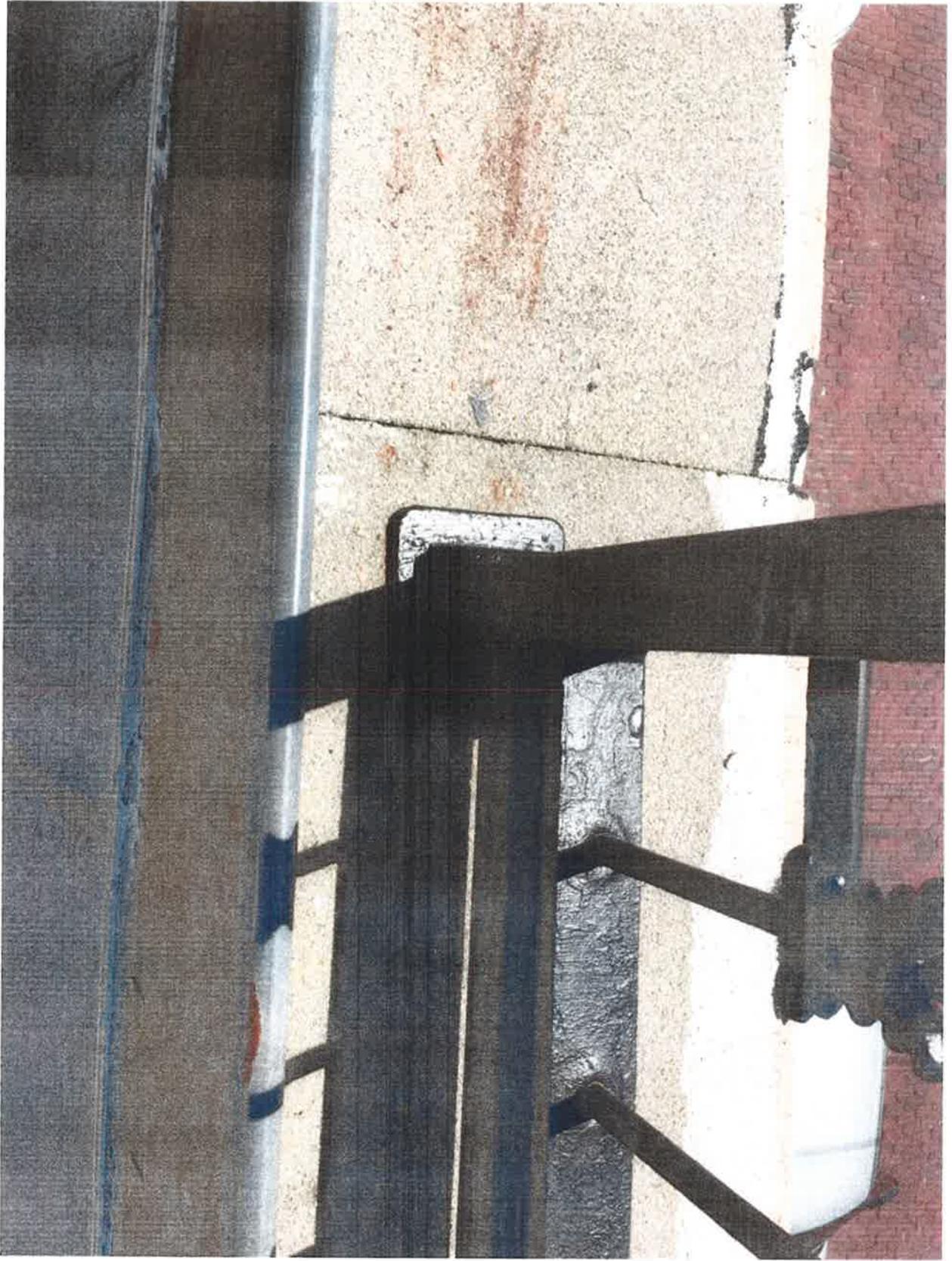


36" All.









Michel Zuniga
601 N 2nd Avenue
Dodge City, Ks. 67801
620-255-5322

City of Dodge City:
To Whom It May Concern:

I am requesting to be put in the agenda for the next City Commission meeting.

At this meeting I will be appeal the ruling on my handrail application with the historical society for the property located at 306 and 308 Gunsmoke. I will like to install the railing on top of the parapet on the building, I believe that this railing will add value and it will not affect the visual effect of the building and/or take away from the historical look of the building. I would like to open a roof top patio in this property and for the safety of people as well for city requirements a railing is needed.

It was suggested that a fence be installed in the roof itself behind the parapet, but this railing is only 36" in height and I am afraid that some one would climb over and get to the parapet. Or if we go in with a higher fence style, we would have to move the fence at least 10FT back so it would not be visible from the street and then you wouldn't be able to look down to the street to see parades and other downtown events.

I am asking for time on the next meeting so that I can show my plan and so that the commission can consider my appeal.

Respectfully,


Michael Zuniga

KSR&C# 19-05-092
June 20, 2019

Nathan Littrell
Planning & Zoning Administrator
City of Dodge City
Via Email

Re: Rooftop Railing, 308-310 Gunsmoke, Dodge City – Ford County

We have reviewed the materials received on May 28, 2019 along with earlier submissions regarding the above-referenced project in accordance with the state preservation statute K.S.A. 75-2724. The law requires the State Historic Preservation Officer (SHPO) be given the opportunity to comment on proposed projects affecting historic properties or districts. Properties listed in the National Register of Historic Places and/or the Register of Kansas Places are subject to review. The SHPO is charged with determining whether or not projects will “damage or destroy” historic resources.

The proposed project consists of adding a 36” tall fence to the parapet of 308-310 Gunsmoke, a contributing resource to the Dodge City Downtown Historic District. The decorative iron fence will be attached to the existing parapet and will have a total height of 62”. The SHPO has reviewed the proposed project following the Secretary of the Interior’s *Standards for the Treatment of Historic Properties, Standards for Rehabilitation #9*: “New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.” The addition of the fencing above the parapet alters the spatial relationship of the building’s front, adding a height that did not exist historically. There is no evidence for the existence of a railing/fence of this type on the roof of a historic commercial building. Fences like this may have been used historically, but as fencing on the ground, typically in residential areas. *Standard #3* states “Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.” The fence would be a conjectural feature or an element from another historic property. The SHPO has determined that this project does not meet the Secretary of the Interior’s *Standards* and will damage the National Register- listed property at Dodge City Downtown Historic District.

If after the investigation and hearing the local governing body finds no alternatives and verifies that all planning has been done to minimize harm to this building and its neighbors, the city is then required to give five days’ notice of such determination, by certified mail, to the SHPO before issuing the permit for work. This notice should include a written copy of the minutes of the meeting where the project was discussed, and a copy of all relevant written information upon which the city commission based its decision. The statute allows anyone aggrieved by the governing body’s determination to file suit and have the issue decided in the courts.

In advance of the investigation and hearing, please review the Kansas Preservation Act regulations K.A.R. 118-3-1 through 118-3-16, especially the definitions in 118-3-1:

(i) “Program includes all possible planning” means that the written evidence and materials submitted by a governmental entity to the state historic preservation officer clearly identify all alternative solutions that have been investigated, compare the differences among the alternative solutions and their effects, and describe mitigation measures proposed by the project proponent that address an adverse effect determination of the state historic preservation officer.

(j) “Relevant factors” means pertinent information submitted by project proponents or project opponents in written form, including evidence supporting their positions. (Authorized by K.S.A. 75-2721(b); implementing K.S.A. 75-2724; effective, T-118-5-1-98, May 1, 1998; effective Oct. 23, 1998.)

Thank you for giving us the opportunity to comment on this proposal. Please submit any comments or questions regarding this review to Lauren Jones at 785-272-8681 ext. 225 or lauren.jones@ks.gov.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

A handwritten signature in black ink that reads "Patrick Zollner". The signature is written in a cursive style with a large initial 'P'.

Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Office

Memorandum

To: City Manager
City Commissioners
From: Ray Slattery, P.E.
Director of Engineering Services
Date: June 27, 2019
Subject: Professional Services to provide
Additional Services for Repairs to the
Ave. D Drain Levee/Accreditation of
City's Levee System Phase III, SD 1102
Agenda Item: New Business

Recommendation: Given the importance of repairing the Ave. D Drain Levee and working towards our Levee Certification staff would recommend approval of the Additional Services for Phase III, Levee Improvement Design, with Wilson & Company to provide professional additional services to assist the city with accreditation of its levee system in the amount of \$33,673.00. Funds will be taken from the Stormwater Drainage Fund.

Background: During the recent rain events in May and June, the Levee and Drain at the Ave. D. drainage finger experienced severe erosion. This erosion needs to be repaired in a timely manner to prevent additional erosion of the levee system and washout of two sanitary sewer mains and a water main. Also this repair work will be required for accreditation of the Levee System. The USACE has been notified and could provide some monetary assistance in the repair. But it is crucial we repair the drain in a timely manner and not wait any longer than necessary. You may recall, in April of 2008 the city entered into an agreement with FEMA to determine if our levee system would indeed provide the necessary protection that it was designed to. Should the city not be able to provide this accreditation, then much of Dodge City between the BNSF Railroad tracks and Beeson Rd. would be placed in the 100-yr. flood zone and require flood protection insurance and any new construction would need to be elevated at least 1' above the flood elevation. The process of accreditation started when the City Commission signed the PAL (Provisionally Accredited Levee) agreement with FEMA. In September of 2008, Wilson & Company was retained to complete the discovery phase of the levee assessment. In January of 2009, Wilson & Company was retained to complete the assessment necessary to meet FEMA requirements, additional data collection and analysis was collected. From this data the necessary improvements were designed. In 2017, Phase I of the construction required for accreditation was completed with the removal of the excess sediment in the river channel. We have been notified that FEMA will be funding the new mapping of our Levee in fiscal year 2021. For FEMA to accept the Levee Accreditation, the remaining construction projects on the levees will need to be nearing completion by 2021. Also

Wilson & Co. will need to have started their approval of the Levee construction along with some documentation required by FEMA. Therefore, additional services will be required by Wilson and Co. to complete the accreditation.

Justification: The completion of this Phase of the Levee Accreditation is necessary to meet the FEMA requirements.

Financial Considerations: The cost of the Repair Services in Phase III, Levee Improvement Design, is \$33,673.00. Funds will be taken from the Stormwater Drainage Fund.

Purpose/Mission: The completion of the erosion repairs will ensure that no additional damage is done to the Levee System or the City's infrastructure. This will also allow the Levee Accreditation of the existing Levee System to meet the FEMA requirements, which will aid in the continued growth of Dodge City.

Legal Considerations: By approving the professional services with Wilson & Company the City will enter into a contract with Wilson & Company and be responsible to make payments for the completed work.

Attachments: Exhibit A - Scope of Repair Services for the Ave. D Drain Repair, Dodge City Levee Assessment Phase III.

Exhibit A

Scope of Services Dodge City, Kansas Levee Assessment (D Avenue Drain Repair)

ENGINEER – Wilson & Company, Inc., Engineers & Architects (Wilson) (Prime Consultant);
Wood Environment & Infrastructure Solutions, Inc. (Wood) (Sub Consultant – Geotechnical
and Engineering Support)

CITY – City of Dodge City, Kansas
USACE – United States Army Corps of Engineers
FEMA – Federal Emergency Management Agency

General Scope of Services

This document defines the ENGINEER's scope of services required to perform the necessary alternative analysis and then develop construction documents that will allow the CITY to correct the erosion of the D Avenue drain channel. A future addendum will be initiated for construction related services as well as to complete the remaining verifications, levee improvements design, construction documents, and complete the levee certification process.

Following is a brief summary of the identified items:

- 1) Survey
- 2) Geotechnical Analysis and Recommendations
- 3) Hydrologic Verification and Hydraulic Analysis of Two Options
- 4) Preliminary Plans
- 5) Final Plans
- 6) Bidding Services

The ENGINEER shall provide QA/QC check for all of the ENGINEER's work on the above sections (1 through 6). These reviews will include a comprehensive review of the proposed construction drawings for the purpose of verifying that the proposed construction project will make the levee system 44 CFR 65.10 compliant upon completion.

Detailed Scope of Services

1. Survey

Scope: The ENGINEER will utilize existing horizontal & vertical control from the previous Dodge City Levee projects and topographically map the erosion in D Avenue drain. This will include collecting breaklines and data to reflect the terrain to the center of the Arkansas River. Approximate length is 800' and is 100' in width. Data collected will be integrated into a basemap for design to utilize.

Deliverable: None (new topo will be incorporated into the existing basemap for design and will be a part of the plans)

Fee: \$4,531

2. Geotechnical Analysis and Recommendations

Scope:

2.1 The ENGINEER will perform a Slope Stability Analysis, Erosion Protection Verification, and Construction Drawing Support. See attached scope letter from Wood.

Deliverable: Memorandum of Slope Stability Results

Fee: \$9,710

3. Hydrologic Verification and Hydraulic Analysis

Scope:

3.1 The ENGINEER will revisit the hydrologic modeling for the Arkansas River and the interior drainage. It is not anticipated that the previously completed hydrology will need to be modified. If it is realized that some changes to the hydrology is warranted then the CITY will be notified. If the CITY wants to make changes to the hydrology this will be negotiated as an Additional Service.

3.2 The ENGINEER will review the previously completed hydraulic analysis on Avenue D drain and consider the recent rain event and ensuing erosion. An alternative hydraulic analysis will be performed in which the channel slope is flattened to establish additional cover over the water and sewer mains. The previously completed design modifications to the vertical walled concrete lined channel will be reviewed but no changes are planned to be made. If it is determined that the concrete structure needs to be modified and redesigned then it will be negotiated as an Additional Service.

3.3 A brief memo will be assembled comparing the two alternatives and presented to the CITY for review.

Deliverable: Alternative Memorandum for Avenue D Drain

Fee: \$4,515

4. Preliminary Plans

Scope:

4.1 Once the preferred alternative is selected by the CITY a preliminary plan design will be completed. The previously completed plans for Avenue D drain will be broken out from the larger set of plans and updated to the selected design.

The plan set will include the following sheet types:

- Title Sheet
- General Notes and Summary of Quantities
- General Layout and Survey Control
- Typical Sections
- Plan & Profile of the Channel and Levees
- Cross Sections
- Details

4.2 A project manual consisting of the CITY's standard up front documents, necessary bid forms, technical specifications, and any needed special provisions will be developed to be used to bid and construct the project. The previously completed project manual will be used as a starting point and then updated where needed.

4.3 An engineer's opinion of probable construction cost will be prepared based on recent bid tabs from the CITY. If certain items have not been recently bid in the CITY then KDOT bid averages will be utilized.

4.4 Once the preliminary plans are completed a field review meeting and an office review meeting with the CITY will be held to review the plans.

Deliverable: Preliminary Plans, Draft Project Manual, Cost Estimate

Fee: \$9,176

5. Final Plans

Scope:

5.1 Address any comments from the CITY or comments noted at the field review meeting and then finalize the plans. Complete all necessary details. The sheet list will be the same as Preliminary Plans.

5.2 Address comments concerning the Project Manual.

5.3 Revise the cost estimate based on comments and updated quantities.

Deliverable: Final Plans, Project Manual, Cost Estimate

Fee: \$3,321

6. Bidding Services

Scope: This task will include the ENGINEER providing support for the CITY's bidding process. This includes administering the pre-bid meeting, reviewing bids, answering questions during the bidding period, and putting together any addendums that maybe needed.

Fee: \$2,427

CITY's Responsibilities

1. Provide list of property owner names and addresses of affected tracts to the ENGINEER. The ENGINEER will use the information for sending letters to each of the property owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information (if needed).
2. Provide the CITY's standard design criteria to the ENGINEER.
3. Provide the CITY's standard details to the ENGINEER.
4. Provide the CITY's standard specifications to the ENGINEER to use in development of the Project Manual.
5. Provide the ENGINEER with copies of all plats requested by the ENGINEER in *.pdf format, *.tif format or hard copy as available.
6. Provide the ENGINEER with copies of all drainage and infrastructure plans, reports, studies, survey, etc. along the project area not already provided during previous phases of the levee assessment.
7. Notify all property owners along the project of planned activities and survey in the area.
8. Schedule, notify and provide the facilities for all public meetings and utility meetings (if necessary).
9. Provide the ENGINEER any recent bid tabs to assist in the development of the cost estimates.
10. Acquire any proposed right-of-way and/or easements, if required for construction of improvements.
11. It is our understanding that the CITY has maintained and renewed all necessary permits from the first phase of construction therefor no additional effort is anticipated on the part of the ENGINEER. If it is determined additional permitting effort is required it will be handled as an Additional Service.

Items Not Included in the Scope of Services

1. Any work requested by the CITY that is not included in the basic services described above will be classified as Additional Services. Additional Services shall include, but are not limited to the following:
 - a. Changes in the scope, extent, or character of the project.
 - b. Revisions to the plans when inconsistent with previous approvals or instructions by the CITY or the USACE.
 - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. Environmental investigations, permits or services except as specifically identified.
3. Full property surveys or setting of new property corners if they are missing.
4. Flagging of any proposed right-of-way and/or easements as part of the appraisal process.
5. Preparation of any environmental clearance documents, except as noted in the scope of services.
6. Preparation of legal descriptions and/or exhibits for property or easement acquisition.
7. Revisions or modifications to the construction plans created by negotiations between the CITY and the property owners during property acquisition.



Proj.: Dodge City Levee Improvements
 By: CDP
 Date: June 26, 2019
 Client: Dodge City, KS
 Notes: Ave D Drain

EXHIBIT A
FEE ESTIMATE WORKSHEET

Fee Reviewed by:
 JCK
 Date:
 06/25/19

TASK I.D.	WORK TASK DESCRIPTION	LABOR RATE	ESTIMATED MANHOURS						TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
			TASK CODE	TITLE	8670	8620	8620	1221				
1.A.S.K. I.D.			P5	P3	OD4	FS6	FS4	FS3				
			Project Manager	Project Engineer	CADD Technician	Survey Manager	Survey Party Chief	Survey Field Technician				
PHASE 01 - Survey												
1.1	Field Survey					2	16	16	34.00	\$ 2,672.00	\$ 908.00	\$ 3,580.00
1.2	Processing				8	2			10.00	\$ 944.00	\$ -	\$ 944.00
	Subtotal		0	0	8	4	16	16	44.00	\$ 3,616.00	\$ 908.00	\$ 4,524.00
PHASE 02 - Geotechnical Analysis and Recommendations												
2.1	Geotechnical Analysis and Recommendations			4					4.00	\$ 460.00	\$ 9,250.00	\$ 9,710.00
	Subtotal		0	4	0	0	0	0	4.00	\$ 460.00	\$ 9,250.00	\$ 9,710.00
PHASE 03 - Hydrologic Verification and Hydraulic Analysis												
3.1	Hydrology		1	4					5.00	\$ 627.00	\$ -	\$ 627.00
3.2	Hydraulics		3	24					27.00	\$ 3,261.00	\$ -	\$ 3,261.00
3.3	Alternative Memo		1	4					5.00	\$ 627.00	\$ -	\$ 627.00
	Subtotal		5	32	0	0	0	0	37.00	\$ 4,515.00	\$ -	\$ 4,515.00
PHASE 04 - Preliminary Plans												
4.1	Plans		1	20	24				45.00	\$ 4,387.00	\$ -	\$ 4,387.00
4.2	Project Manual		1	6					7.00	\$ 857.00	\$ -	\$ 857.00
4.3	Cost Estimate		1	2	4				7.00	\$ 717.00	\$ -	\$ 717.00
4.4	Field Review and Office Review Meetings		8	12					20.00	\$ 2,716.00	\$ 499.00	\$ 3,215.00
	Subtotal		11	40	28	0	0	0	79.00	\$ 8,677.00	\$ 499.00	\$ 9,176.00
PHASE 05 - Final Plans												
5.1	Plans		1	8	16				25.00	\$ 2,367.00	\$ -	\$ 2,367.00
5.2	Project Manual		1	2					3.00	\$ 397.00	\$ -	\$ 397.00
5.3	Cost Estimate		1	2	2				5.00	\$ 557.00	\$ -	\$ 557.00
	Subtotal		3	12	18	0	0	0	33.00	\$ 3,321.00	\$ -	\$ 3,321.00
PHASE 06 - Bidding Services												
6.1	Pre-Bid Meeting		4	2					6.00	\$ 898.00	\$ 505.00	\$ 1,403.00
6.2	Review Bids		1	2					3.00	\$ 397.00	\$ -	\$ 397.00
6.3	Answering Questions and Addendums		1	4					5.00	\$ 627.00	\$ -	\$ 627.00
	Subtotal		6	8	0	0	0	0	14.00	\$ 1,922.00	\$ 505.00	\$ 2,427.00
TOTALS			25	96	54	4	16	16	211.00	\$ 22,511.00	\$ 11,162.00	\$ 33,673.00



Proj.: Dodge City Levee Improvements
 By: CDP
 Date: June 26, 2019
 Client: Dodge City, KS
 Notes: Ave D Drain

Fee Reviewed by:
 JCK
 Date:
 06/25/19

EXHIBIT A
 FEE ESTIMATE WORKSHEET - EXPENSES

		ESTIMATED EXPENSES										
TASK I.D.	WORK TASK DESCRIPTION	TASK CODE	8620	8620	1221	1221	1221	1221	8620	DIRECT EXPENSE SUBTOTAL	SUB EXPENSE SUBTOTAL	EXPENSE EFFORT (\$)
		UNIT CODE	7010	MISC	7020	6010	MEAL	LDG	SUB1			
		Project Miles	Misc. Expenses	Survey Miles	GPS Equipment Daily/Unit	Meals	Lodging	wood				
		UNIT COST	Mile \$0.80	Unit \$1.00	Mile \$0.95	Day \$125.00	Day \$25.00	Day \$125.00	Unit \$1.00	(\$)	(\$)	
PHASE 01 - Survey												
1.1	Field Survey				324.21	2.00	4.00	2.00		\$ 908.00	\$ -	\$ 908.00
1.2	Processing									\$ -	\$ -	\$ -
	Subtotal	0.00	0.00	324.21	2.00	4.00	2.00	0.00		\$ 908.00	\$ -	\$ 908.00
PHASE 02 - Geotechnical Analysis and Recommendations												
2.1	Geotechnical Analysis and Recommendations								9250.00	\$ -	\$ 9,250.00	\$ 9,250.00
	Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9250.00	\$ -	\$ 9,250.00	\$ 9,250.00
PHASE 03 - Hydrologic Verification and Hydraulic Analysis												
3.1	Hydrology									\$ -	\$ -	\$ -
3.2	Hydraulics									\$ -	\$ -	\$ -
3.3	Alternative Memo									\$ -	\$ -	\$ -
	Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$ -	\$ -	\$ -
PHASE 04 - Preliminary Plans												
4.1	Plans									\$ -	\$ -	\$ -
4.2	Project Manual									\$ -	\$ -	\$ -
4.3	Cost Estimate									\$ -	\$ -	\$ -
4.4	Field Review and Office Review Meetings	405.00				2.00	1.00			\$ 499.00	\$ -	\$ 499.00
	Subtotal	405.00	0.00	0.00	0.00	2.00	1.00	0.00		\$ 499.00	\$ -	\$ 499.00
PHASE 05 - Final Plans												
5.1	Plans									\$ -	\$ -	\$ -
5.2	Project Manual									\$ -	\$ -	\$ -
5.3	Cost Estimate									\$ -	\$ -	\$ -
	Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$ -	\$ -	\$ -
PHASE 06 - Bidding Services												
6.1	Pre-Bid Meeting	405.00	6.00			2.00	1.00			\$ 505.00	\$ -	\$ 505.00
6.2	Review Bids									\$ -	\$ -	\$ -
6.3	Answering Questions and Addendums									\$ -	\$ -	\$ -
6.4	Addendums									\$ -	\$ -	\$ -
	Subtotal	405.00	6.00	0.00	0.00	2.00	1.00	0.00		\$ 505.00	\$ -	\$ 505.00
UNIT TOTALS		810.00	6.00	324.21	2.00	8.00	4.00	9250.00				
EXPENSE TOTALS		\$648.00	\$6.00	\$308.00	\$250.00	\$200.00	\$500.00	\$9,250.00	\$1,912.00	\$9,250.00	\$11,162.00	

26 June 2019



Cody Porter, IE
Wilson and Company, Inc.
Topeka, Kansas

**Re: Geotechnical Phase IV Scope of Services
Dodge City Local Flood Protection Project
Avenue D Drain Flood Repair
Dodge City, Kansas
Wood Proposal No. 2019-084**

Cody,

The purpose of this letter is to provide Wilson and Company, Inc. (Wilson) and The City of Dodge City (City) with an additional geotechnical scope of services associated with the subject project. We note that our company operated as AMEC during the initial levee accreditation projects during and before 2012. We have undergone a merger and acquisitions since then and are now Wood Environment & Infrastructure Solutions, Inc. (Wood).

1.0 PROJECT BACKGROUND

We understand that recent heavy rains and flooding along portions of the Arkansas River basin has resulted in flood damage to the Avenue D Drain. The damage appears to be severe erosion and possible head cutting which has exposed a water line and two sanitary sewer lines. Reportedly, the gabion-basket check-dams have been impacted by the flooding, which includes erosion through the downstream gabion-baskets and observable damage to the second gabion-basket. We understand the City is currently performing "emergency" type repairs on an as-needed basis to protect the exposed pipes from additional damage. Wilson has been tasked by the City to provide a permanent repair of the subject area such that any repairs designed by Wilson will be acceptable for future levee certification/accreditation. At this time, Wilson has asked Wood to provide geotechnical engineering support during their design of the permanent drainage channel repair.

Further, we understand that, for the subject project, Wilson plans to perform a hydraulic analysis within the subject drain to determine an appropriate geometry for the flood event (presumably base flood event) along with water velocities necessary for developing appropriate erosion protection measures. Additionally, Wilson will develop and submit to the City a set of construction drawings sufficient for the repairs to be constructed.

2.0 PROPOSED SCOPE OF SERVICES

For this project, we propose to propose to provide the following services to support Wilson on this project:

Slope Stability Analysis: We propose to develop a geotechnical model of the subject location to assess the stability of the side slopes eroded during the flood event as well as evaluate the side



slopes planned by Wilson. This effort using data collected from borings we advanced in 2012 that were located with the Avenue D drain. We understand Wilson will be performing a topographic survey of the post-flood condition of the subject drain and will provide us with that information for modeling purposes (i.e., selection of critical section for analysis).

We will perform slope stability analysis of one critical section within Avenue D Drain area using GeoStudio 2016, a suite of integrated computer program that can perform a variety of limit equilibrium stability analysis methods along with seepage analyses. Slope stability will be evaluated in accordance with the methodology outlined in USACE Engineering Manual EM 1110-2-1913. Each critical section will be analyzed for slope stability in each of the following cases:

- End of construction
- Normal stage
- Flood stage
- Rapid draw-down

We assume Wilson will provide to us their planned geometry for our evaluation prior to beginning our analysis. If our analyses indicate the planned geometry needs modification, we will communicate that with Wilson. We assume only one iteration is required.

We will document results of our analyses in a brief memorandum for your records.

Erosion Protection Verification: Using the geotechnical information from the previously mentioned study and the water velocities provided to us from Wilson, we propose to independently verify the adequacy of the erosion protection designed by Wilson. We assume only one iteration will be required.

Construction Drawing Support: During development of construction drawings (by Wilson), we will provide guidance for relevant geotechnical parameters as they pertain to earthwork.

3.0 FEE ESTIMATE AND AGREEMENT

3.1.1 Fee Estimate

We propose to provide our services on a Time and Materials basis with a not-to-exceed limit of **\$9,250.00**. Our fee estimate is based upon our understanding of the project as described previously and the assumptions stated later in this proposal. Should additional effort be required, we will discuss it with you, along with potential impacts to the fees proposed herein, and secure your authorization prior to proceeding with additional effort.

3.1.2 Assumptions/Exclusions

The preceding cost estimate is based on the following assumptions:

- We will analyze one critical section as described previously;
- Wilson will provide topographic information of the subject area as well as plans/profiles/cross sections of their planned improvements before we begin analysis;



- We assume gabions will be replaced in-kind and gabion design is included in this scope of services;
- Our scope does not include evaluating potential borrow source materials;
- We assume collection of additional subsurface information is not required. Our scope of services does not include performing geologic/subsurface investigations or testing.
- Our scope does not include updating our previously submitted draft report.
- Our scope does not include preparing a separate report for submittal to the USACE or updating our certification report post-construction.

3.1.3 Agreement

We propose to provide our services in accordance with the terms and conditions of the reciprocal agreement between our two firms, dated September 26, 2008. We understand the agreement will need to be novated to reflect our name change and that effort for doing so is currently underway. Only after the appropriate modifications are made to the agreement and after receipt of your authorization and notice-to-proceed can we begin working on this project.

4.0 CLOSURE

Once you have had an opportunity to consider the preceding, we will be happy to discuss any questions that you may have.

Sincerely,
Wood Environment & Infrastructure Solutions, Inc



Douglas Tate, P.E.
Senior Geotechnical Engineer

Reviewed by:

Mario Glorioso, P.E.
Infrastructure Services Manager

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: June 27, 2019
Subject: Property Transactions
Agenda Item: New Business

Recommendation: Staff recommends that the Commission authorizes City staff to do two things:

1. Exchange City owned lots at 805 & 811 First Ave. with CHAD for their lot at 804 First Ave. for the City's purpose of developing a parking lot and for CHAD's purpose to relocate homes.
2. Authorize staff to execute necessary documents to deed the houses located at 1203 Park St. and 1407 Park St. to CHAD for purposes of their relocation to CHAD owned lots.

Background: The lots at 805 First Ave. and 811 First Ave. were originally acquired by the City for future parking purposes. However, the combined cost of the parking lot on top of the additional acquisition cost of neighboring properties have made this difficult to achieve. CHAD received the 804 First Ave. lot from a donor. The lot is actually a double lot, so the lot will work nicely for construction of a parking lot to be used primarily for Police Department equipment.

The houses at 1203 Park St. and 1407 Park St. were acquired to facilitate the relocation of the CREW building and future Public Works facilities. It had been previously discussed to allow CHAD to relocate as many of those homes as possible in order to prevent further deterioration of our community's housing stock. They have identified the lots that they will be relocated to and are prepared to move the homes.

Justification: It is desired that these transactions take place in partnership with CHAD to effectively utilize City assets and property as financially effectively as possible and to save as many houses as possible as we prepare for the future Parks & Public Works facility.

Financial Considerations: Recording and filing fees.

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 at this time.

Attachments: NA