

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, April 17, 2023

7:00 p.m.

MEETING #5246

**Public is welcome although seats are limited for social distancing; or you can view as follows:**

1. Watch live on our Facebook page at [www.facebook.com/cityofdodgecity](http://www.facebook.com/cityofdodgecity)

2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://www.vimeo.com/cityofdodgecity).

The meeting will be archived on both sites to be viewed after the live video has ended.

## **CALL TO ORDER**

## **ROLL CALL**

## **INVOCATION BY**

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

## **PETITIONS & PROCLAMATIONS**

Arbor Day Proclamation

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, April 3, 2023.
2. Appropriation Ordinance No.8, April 20, 2023.
3. Cereal Malt Beverage License:
  - a. Fruteria Ramierz, 302 S. 2<sup>nd</sup> Avenue
  - b. La Tapatia Eatery & Grill, 1208 E. Wyatt Earp Blvd.  
(CMB applications on file in City Clerk's office)
4. Approval of Contract for Water Service at 11209 E. Comanche Road.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3793:** An Ordinance of the City of Dodge City Repealing and Replacing Language of Chapter 2 of the Dodge City Codes, Animal Control and Regulations. Report by Nick Hernandez, City Manager.

**Resolution No. 2023-15:** A Resolution Amending Resolution No. 2010-19 for the Purpose of Adding Additional Representatives to the Cultural Relations Advisory Board. Report by Melissa McCoy, Assistant City Manager/Public Affairs and Roxana Arjon, Administrative Intern.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of the Cultural Relations Advisory Board Bylaws. Report by Melissa McCoy, Assistant City Manager/Public Affairs and Roxana Arjon, Administrative Intern.
2. Approval GMP (Guaranteed Maximum Price) Earthwork Supplemental for the Expansion of the South WWTP. Report by Ray Slattery, Director of Engineering.
3. Approve KDOT's (Kansas Department of Transportation) Agreement for Mill & Inlay of US 50 Inside the City Limits. Report by Ray Slattery, Director of Engineering.
4. Approval of Asphalt Street Projects. Report by Tanner Rutschman, PE, City Engineer.
5. Approval of Plat for Rodeo Hills North and Rodeo Hills North Subdivision. Report by Nathan Littrell, Planning and Zoning Administrator.
6. Approval of Plat for Cottonwood Estates Subdivision. Report by Nathan Littrell, Planning and Zoning Administrator.
7. Approval of Plat for Lewis Third Addition. Report by Nathan Littrell, Planning and Zoning Administrator.
8. Approval of Plat for J and A Properties. Report by Nathan Littrell, Planning and Zoning Administrator.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **ADJOURNMENT**

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## **OTHER BUSINESS**

## **STAFF REPORTS**

## **ADJOURNMENT**



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Michael Burns, Mayor of the City of Dodge City Kansas, do hereby proclaim Friday, April 28<sup>th</sup>, 2023, as

# Arbor Day

In the City of Dodge City, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this day of 28th Day of April 2023

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Connie Marquez, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, April 3, 2023

7:00 p.m.

MEETING #5244

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## **CALL TO ORDER**

**ROLL CALL** Mayor Michael Burns, Commissioners Joseph Nuci, Rick Sowers present. Commissioners Chuck Taylor, Kent Smoll reported absent.

**INVOCATION** by Pastor Ryan Ausmus of First Presbyterian Church

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

Commissioner Ric Sowers moved to approve the agenda as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.

## **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 Work Session Meeting Minutes, March 20, 2023.
2. Approval of City Commission Meeting Minutes, March 20, 2023.
3. Appropriation Ordinance No.7, April 3, 2023.
4. Cereal Malt Beverage License:
  - a. Quick Pick 1, 2501 Central Avenue.

Commissioner Joseph Nuci moved to approve the consent calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.

## **ORDINANCES & RESOLUTIONS**

**UNFINISHED BUSINESS****NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve the purchase from Hi Plains Farm Equipment in the amount of \$108,500 for Forty (40) new Golf Carts for Mariah Hills Golf Course. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.
2. Tanner Rutschman, City Engineer discussed the street reconstruction projects.
  - a. Commissioner Rick Sowers moved to table the bid in the amount of \$1,634,288.90 from APAC Kansas Inc., Shears Division to allow staff time to readjust quantities and specifications and bring back to commission at a later date. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.
  - b. Commissioner Rick Sowers moved to approve the bid in the amount of \$450,000 from Circle C Paving and Construction, LLC to apply chip seal to 151,500 square yards of asphalt. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.
3. Commissioner Rick Sowers moved to approve the Wright Park Master Plan Contract with LK Architecture in the amount not to exceed \$117,800. Commissioner Michael Burns seconded the motion. The motion carried 3 - 0.
4. Commissioner Joseph Nuci moved to approve the 2023 Dodge City Legislative Policy. Commissioner Rick Sowers seconded the motion. The motion carried 3 - 0.
5. Commissioner Rick Sowers moved to approve to purchase a 2013 JLG 600AJ 60 Foot Articulating Boom Lift from United Rentals in the amount of \$60,000. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.

**OTHER BUSINESS****STAFF REPORTS**

Melissa McCoy, Assistant City Manager/Public Affairs stated that the city had been presented with an opportunity to apply for a community facility block grant under the community center and parks section of CDBG grant through the state of Kansas. The city is proposing for a splash pad for Beeson Arboretum in south Dodge City which will be incorporated into the existing park and playground equipment. She would like the commissions approval to move forward to apply for this grant and bring the grant application back in the near future. This grant is due on May 1, 2023 and this grant allows to apply for 750,000 with a minimum match of 25%, grant request would be

\$187,500 in order to qualify you must survey low to moderate income neighborhoods. The grant application would need to have a public hearing for public to attend with any

comments and shortly after we would have the grant for approval. If we move forward, we will have the public hearing on April 14<sup>th</sup>. Commissioners gave their consent.

**ADJOURNMENT**

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering  
**Date:** April 17, 2023  
**Subject:** Contract for Water Service for Steven Judge, 11209 E. Comanche Rd.  
**Agenda Item:** Consent Calendar

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**Recommendation:** Approve Contract for Water Service.

**Background:** The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. Steven Judge will be building a home at this location. He is requesting a domestic service from the City's line on Comanche Rd. By allowing this service, Mr. Judge will not need to drill a domestic water well, which can be a pollution source or use up to 25 ac-ft of water near an existing water well. This site is just over a half mile from Well #17.

**City Commission Options:**

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

**Financial Considerations:** There is no expense to the City at this time. Mr. Judge will be responsible for the \$2500 connection fee, the actual cost of installing the service, and fees associated with filing this agreement with the Register of Deeds.

Amount \$:

Fund:

Budgeted Expense       Grant       Bonds       Other

**Legal Considerations:** None

**Mission/Values:** This project aligns with the City's Core Value of Safety.

**Attachments:** Contract for Water Service

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, PE, Dir. of Engineering Services**

**AGREEMENT FOR WATER SERVICE**

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and Steven Judge, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

Description or Exhibit A

SEE ATTACHED COPY OF LEGAL

More commonly known as 11209 E COMANCHE ST hereinafter referred to as "the premises".

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

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

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

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City's present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

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

## Contract for Water Service

Page 2

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

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

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

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

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

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

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$ TBD which amount may be increased due to unforeseen circumstances or decreased due to actually costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

**All tapping, meter and service line installation fees, along with filing fees shall be paid once installation is complete and prior to water service being turned on.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

### SPECIAL CONDITIONS:

No Special Conditions are required for this installation.

**Contract for Water Service**

Page 3

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

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

CITY OF DODGE CITY, KANSAS  
A Municipal Corporation

By \_\_\_\_\_  
Michael Burns, Mayor

ATTEST:

\_\_\_\_\_  
Connie Marquez, City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF KANSAS, FORD COUNTY, ss:

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

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

**Contract for Water Service**

Page 4

By *Steven Judge*  
(Owner Signature)

\_\_\_\_\_  
(Owner Signature)

STEVEN JUDGE  
(Printed Owner Name)

\_\_\_\_\_  
(Printed Owner Name)

DATED this 3<sup>rd</sup> day of April 2023.

STATE OF KANSAS, FORD COUNTY, ss:

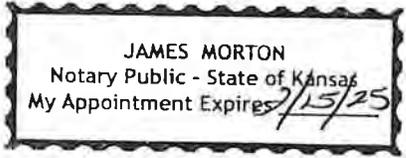
BE IT REMEMBERED, that on this 3<sup>rd</sup> day of April, A.D. 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Steven Judge

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

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

*[Signature]*  
Notary Public

My Appointment Expires: 2/15/25



Corrected

PLAT OF SURVEY of Lot Split East 200 feet of Lot #1  
Jean Bone #2 Subdivision, in Lot 4 and 9, Section 30,  
Township 26 South, Range 24 West of the 6th P.M., Ford  
County, Kansas.

FOR: CLIENT: Steve Judge  
2000 Boley Ave.  
Dodge City, KS 67801  
620-253-7481



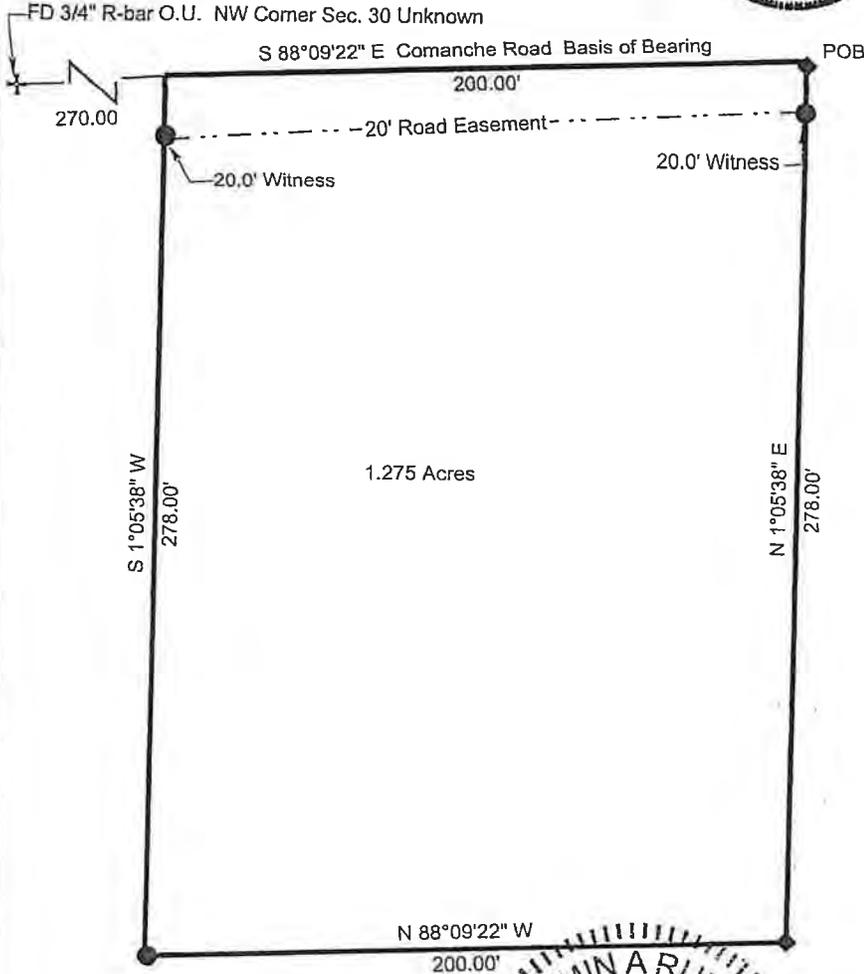
STATE OF KANSAS, FORD COUNTY  
This instrument was filed for  
Record on 02/22/2023 01:15 PM

BOOK S: B: 3 P: 4  
202300424

RECORDING FEE 17.00  
TECHNOLOGY FEE 3.00  
HERITAGE TRUST FEE 1.00

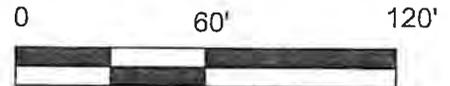
PAGES: 1

BRENDA POGUE, REGISTER OF DEEDS



INDEXED  
GRANTOR  
GRANTEE  
NUMERICAL  
PHOTOGRAPHED

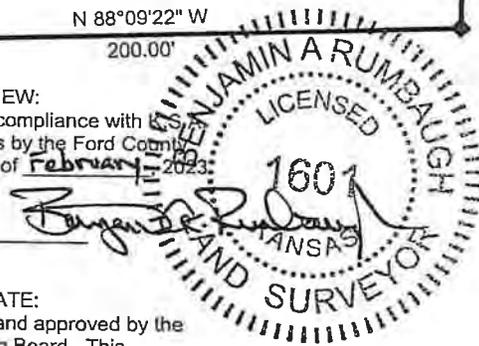
*Brenda Pogue*



Scale 1"=60'

FORD COUNTY SURVEYOR REVIEW:

This survey has been reviewed for compliance with  
58-2005 and Statutory requirements by the Ford County  
Surveyor on this 22nd day of February, 2023.



Benjamin A. Rumbaugh, PLS 1601

FORD COUNTY ZONING CERTIFICATE:

This new tract has been submitted and approved by the  
Secretary of the Ford County Zoning Board, This  
22 day of February, 2023.

Secretary: *Melisa Drake*

REGISTER OF DEED'S CERTIFICATE:

State of Kansas )  
) SS:  
County of Ford )

This is to certify that this instrument was filed for record in  
the Ford County Register of Deed Office, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, at

\_\_\_\_\_ o'clock  
In Plat Sheath  
2/22/2023 1:15:00 PM

Register of Deeds  
Brenda Pogue

LEGEND

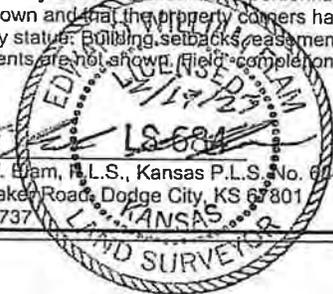
- Set 1/2" by 24" Rebar W/cap #684
- + Fd Section Corner
- ◆ FD 1/2" by 24" Rebar W/cap #684

Closer is better than 1 in 10,000

LAND SURVEYOR'S CERTIFICATE:

I, Edward W. Elam, a Licensed Surveyor in the State of  
Kansas, hereby CERTIFY that I have personally surveyed the  
tract as shown and that the property corners have been set as  
required by statute. Building setbacks, easements and  
improvements are not shown. Field completion date January  
28, 2023.

Edward W. Elam, P.L.S., Kansas P.L.S. No. 604  
11161 Quaker Road, Dodge City, KS 67801  
620-339-9737





# Memorandum

**To:** City Commission, City Manager  
**From:** Laura Stein, Director Dodge City Animal Shelter  
**Date:** 4/3/23  
**Subject:** Changing Animal Ordinances  
**Agenda Item:** Ordinance No. 3793

---

**Recommendation:** Revise pit bull ordinance and change how we convict running at large ordinance, aggressive dog ordinance, and kennel permit on cats.

**Background:** We have found doing research, that the pit bull dogs are not as dangerous as any other medium to large breed of dog. They should be able to be kept in the city with only the regulations of spay and neuter, microchip, and rabies vaccination records. We would like the penalty for having a female with puppies to be a \$500.00 fine and puppies taken by animal control and owners rights revoked. For running at large ordinance, we have found spaying and neutering helps keep dogs and cats home. If they are spayed or neutered, they are less likely to be running loose to breed more animals, they are less likely to be aggressive. We would like the penalties for people found guilty of running at large changed to enforce stricter regulations. For Kennel Permit, we would like to make a 4 cat rule per household. The amount of cats running loose in the city is causing overflow of cats in the shelter. We can only have 4 dogs , we should only have 4 cats as well. For aggressive dog, we would like to add a six sided pen and spay or neuter, microchip, and rabies vaccination records on any first time offence.

**Justification:** To reduce over flow of animals in the shelter and keep the people of the city safe.

**Financial Considerations:** It may cause people to pay extra money if their animals are caught breaking city ordinances.

**Purpose/Mission:** To cut down the amount of animals that run loose in the City and to help with the over population of unwanted pets.

**Legal Considerations:**

**Attachments:** City Code, Chapter 2-Animal Control and Regulations

## CHAPTER II. ANIMAL CONTROL AND REGULATION

- Article 1. General Provision
- Article 2. Penalties
- Article 3. Keeping of Bees
- Article 4. Pit Bull Dogs

### ARTICLE 1.

#### GENERAL PROVISIONS

2-101. **DEFINITIONS.** For the purposes of this chapter, the following words and phrases shall mean:

(a) Abandon the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.

(b) Altered The animal is permanently sterile by any means-operation, accident or birth.

(c) Animal Shelter means the facility or facilities operated by the City or its authorized agents for the purpose of impounding or caring for animals under the authority of this chapter or state law.

(d) At-large means to be outside of a fence or other enclosure or device which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to an object within range of public thoroughfares are deemed to be "At-large."

(e) Bite means any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin, caused by any animal, which is actually or suspected of contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health or vaccination status of the animal causing such bite.

(f) Companion Animal means:

- (1) cats;
- (2) dogs;
- (3) domestic ferrets;
- (4) domestic rodents commonly kept as pets;
- (5) domestic rabbits;
- (6) reptiles commonly kept as pets, excluding any venomous reptile or any constructor snake over six foot in length, alligator, caiman, crocodile, anaconda, komodo dragon, monitor lizard;
- (7) and domestic birds commonly kept as pets excluding any fowl. (Ord. 3514)

(g) Cat means any member of the species felis catus, regardless of gender.

(h) Cruelty means any act of neglect, torture, or torment that causes if not remedied will cause unjustifiable pain or suffering to an animal.

(i) Dangerous or Vicious Animal means any animal deemed to be dangerous or vicious per section 2-114.

(j) Dog means any member of the species canis familiars, regardless of gender.

(k) Domestic Animal means any horse or other equine, dairy and beef cattle, swine, sheep, goats, fowl, ostrich, emu, llama, alpaca and any other animal defined as such by a promulgated rule.

(l) Euthanasia the human destruction of a companion animal, domestic animals, or an exotic animal administered by a method which causes immediate unconsciousness.

(m) Exotic Animal means any animal not defined as a companion animal or domestic animal herein.

(n) Fowl birds commonly used for meat or egg production or sport which shall include but not be limited to, chickens, ducks, geese, turkeys, guineas and pigeons.

(o) Harbor to allow any animals to habitually remain, lodge or be fed within one's home, store, yard, enclosure or place of business or any other premises where one resides or has control.

(p) Humane Live Animal Trap means any cage trap that upon activation encloses an animal without placing any physical restraint upon any part of the body of such animal.

(q) Immediate Control means the regulation and supervision by a competent person so that an animal is unable to run or get loose at will.

(r) Impound means to seize summarily, confine, or restrain in custody.

(s) Kennel means any establishment, commercial residential or otherwise, where more than a total of four dogs and/or puppies are maintained for the purpose of breeding, rearing, training, grooming, or boarding. Also any premise commercial, residential or otherwise where more than four dogs/cats and/or puppies/kittens are harbored. Puppies or kittens born on the premises and less than twelve weeks of age shall not be included in the count.

(t) License means the method of caring and the information carried on a dog which identifies the owner of

said dog and any other information required by the City of Dodge City.

(u) Own means and includes own, keep, harbor, shelter, manage, possess, or have a part interest in any animal. If a minor owns any such animal subject to the provisions of the chapter, the head of the household of which such minor is a member shall be deemed to own such animal for the purposes of this chapter.

(v) Owner means the person or persons, firm association, partnership or corporation owning, keeping or harboring a companion animal, domestic animal or exotic animal. Also includes any other competent person into whose charge an animal has been placed by the actual owner.

(w) Tether means any physical method that restrains a dog by tying it with a rope, chain or any like object to a stationary object.

(x) Vaccinated means a companion animal or domestic animal has been administered a vaccine or vaccines against a disease or diseases harmful to itself and/or communicable to others.

(y) Veterinarian means a doctor of veterinary medicine licensed by the State of Kansas.

2-102

**ANIMAL CONTROL OFFICER; DUTY TO IMPOUND: CITATION ALTERNATIVE.**

(a) There is hereby created the position of animal control officer for the City and such officers shall be charge with the enforcement of this chapter. Any person employed by the City as an animal control officer and commissioned by the chief of police shall have such powers and authority as allowed by law in the enforcement of this chapter all animal control officers shall be subject to the supervision and direction of the Chief of Police.

(b) The animal control officer shall have the authority to seize and impound animals found to be in violation of the provisions of this chapter. Any law enforcement officer employed by the city is also authorized to seize and impound animals found to be in violation of the provisions of this chapter.

(c) If a complaint is filed in the municipal court for any violation of this chapter, any animal control officer or law enforcement officer shall serve upon the accused person, a written complaint and notice to appear in the municipal court at a time not less than five days after such notice to appear is served, unless the accused person shall demand an earlier hearing.

**2-103. SAME; CAPTURE/DESTRUCTION.** When deemed necessary by Law enforcement officers or the animal control officer for the health, safety and welfare of the residents of the City, such officers and/or their agents may:

(a) Place a humane trap on public property or upon the private property of a requesting or consenting person for the purpose of capturing any animal defined in this chapter as creating a nuisance in the city;

(b) Use any tranquilizer gun, humane trap, or other suitable device to subdue and capture any animal that is deemed by the animal control officer, to be of danger to itself or to the public health and safety, or to be a nuisance to the public.

(c) Use firearms or other suitable weapons to destroy any rabid animal, or vicious animal as defined in section 2-114, or any animal creating a nuisance as defined in section 2-110, where such animal is impossible or impractical to catch, capture or tranquilize.

**2-104. SAME; RIGHT OF ENTRY.** The animal control officer or any law enforcement officer shall have the right of entry upon any private unenclosed lots or lands for the purpose of collecting any animal whose presence thereupon is a violation of this chapter, It shall be unlawful for any person to interfere with the animal control officer or law enforcement officer in the exercise of this right.

**2-105. MUNICIPAL ANIMAL SHELTER ESTABLISHED.** A municipal animal shelter shall be established to carry out the provisions of this chapter. Such a shelter may be operated by a contractor and all services required herein may be provided by a contractor. The shelter shall have the following services and facilities:

(a) The impounding of stray and ownerless companion and domestic animals and animals otherwise in violation of the provisions of this chapter.

(b) Holding facilities for stray or ownerless animals impounded for violations of the provisions of this chapter.

(c) Facilities for the humane destruction of animals.

The shelter may also authorize animal adoption, including medical testing, treatment and sterilization.

**2-105a. DISPOSITION OF UNCLAIMED ANIMALS.** If any animal is not redeemed by its owner or harbinger within the time allowed for redemption thereof, the animal control officer, any authorized law enforcement officer, any

authorized veterinarian or any duly authorized shelter personnel may destroy such animal or authorize the adoption of the same for the costs per the provisions of the Kansas Pet Animal Act and the resolution of the City of Dodge City in Ordinance No. 3299.

**2-106. INTERFERENCE WITH ANIMAL SHELTER.**

(a) It shall be unlawful for any person to remove or attempt to remove any animal from a cage, pen or the premises of the animal shelter, unless authorized by an animal control officer or the Municipal Judge.

(b) It shall be unlawful for any person to obstruct, interfere with or hinder in any manner any animal control officer, law enforcement officer, City employee or authorized agent in efforts or actions to seize, take up or impound any animal believed to be in violation of this chapter.

(c) It shall be unlawful for any person to feed or provide care for any impounded animal unless authorized by an animal control officer.

(d) It shall be unlawful for any person to obstruct, interfere with or hinder in any manner the authorized care of an impounded animal.

**2-107. CRUELTY TO ANIMALS.**

(a) It shall be unlawful for any person to subject an animal to cruelty.

(b) Cruelty is further defined to mean that any of the following is a separate act of cruelty:

- (1) for any person to beat or physically injure an animal except that reasonable force may be employed to drive off vicious animals.
- (2) for any person to drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick or disabled animal, or cause, allow or permit the same to be done.
- (3) for any person to own, keep or harbor any animal which is not provided with adequate medical treatment and is thus infected with any dangerous or incurable disease or suffers from any painful condition.

(4) for any person to dye or artificially color any animal.

(5) for any person to promote, stage, hold, manage, in any way conduct, or attend any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or another animals. Also for any person to train any animal to fight or to possess the equipment for training said animals to fight or the equipment used in such fights.

(6) for any person to own, keep or harbor any animal which is not provided with adequate care, food, drink, air, light, space, shelter, and protection from the elements as necessary for the well-being of such animal.

(7) for any person to abandon or lease any animal In any place without making provisions for its Proper care.

(8) for any person to taunt an animal.

(9) for any person to poison or attempt to poison an animal.

(10) For any person to leave an animal in a vehicle when the temperature is such that it could cause unjustifiable pain or suffering to the animal.

(11) These provisions shall not apply to the exceptions sanctioned under section 2-108.

The Municipal Judge may order a person convicted of a violation under this section to transfer the animal involved to the municipal animal shelter where it can be adopted, transferred, or destroyed, as the shelter director deems appropriate.

**2-107a. SAME; EXCEPTIONS.** The provisions of section 2-107 shall not apply to:

(a) Normal or accepted veterinary or veterinary hospital practices or treatment of animals under active veterinary care.

(b) Bona fide experiments carried on by commonly recognized research facilities.

(c) Killing, attempting to kill, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 37 of the Kansas States Annotated.

(d) Rodeo practices accepted by the Professional Rodeo Cowboy's Association.

(e) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or by an authorized agent, such as a licensed veterinarian at the request of the owner.

(f) The humane killing of an animal by a public health official in the performance of his or her official duties.

(g) The humane killing of an unclaimed animal following the receipt of such animal at a municipal pound or an incorporated animal shelter by the operator or authorized agents of such establishments.

**2-108**

**TETHERING OF DOGS RESTRICTED.** It shall be unlawful for any person to continuously tether a dog for more than one continuous hour, except that tethering of the same dog may resume after a hiatus of three continuous hours, for up to three hours total time on tether per day.

(a) For the purpose of tethering a dog, a chain, leash, rope or tether shall be at least ten feet in length.

(b) A chain, leash, rope, collaring device, tether, or any assembly or attachments thereto used to tether a dog shall not weigh more than one-eighth of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered.

(c) Dogs shall be tethered in such a manner as to prevent injury, strangulation, or entanglement on fences, trees, or other manmade or natural obstacles.

(e) It is unlawful to attach chains, ropes or other restraints implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal.

**2-109**

**ANIMAL TRAPS.** It shall be unlawful for any person to use, place, set out, or deploy any animal trap above ground, which makes use of a spring gun, spring jaw, clamping devices, cutting or stabbing mechanism or any other devices that will damage or severely injure any animal when caught or trapped by the device; except that

nothing herein contained shall prohibit the use of animal traps that are so designed to trap and hold animals without injuring the animals.

**2-110. NUISANCE; ANIMAL ACTIVITIES PROHIBITED.** It shall be unlawful for the owner or harborer of any animal to keep or maintain such animal in the City so as to constitute a nuisance. For the purpose of this section, "nuisance" is defined as any animal which:

(a) Molests or interferes with persons on public or private property, other than that of its owner or harborer;

(b) Attacks or injures other domestic animals;

(c) Damages or fouls public or private property other than that of its owner or harborer, by its activities or with or with its excrement;

(d) Scatters refuse on public or private property, other than that of its owner or harborer;

(e) Causes any condition which threatens or endangers the health or well-being of persons or other animals.

**2-111. NOISE.** If any animal is found to be in violation of the City's noise ordinance (Ordinance No. 3361) it shall be the duty of any owner or harborer of such animal to abate the violation. If any owner or harborer fails to abate the violation, the animal or animals may be seized and impounded by any animal control officer or law enforcement officer in order to abate the condition. Said animal is subject to adoption and removal from the city or it may be destroyed by the order of the municipal judge after a hearing.

**2-112. ANIMAL CONFINES.** It shall be unlawful for any person to:

(a) Keep or maintain any animal in any yard, structure or area that is not clean, dry and sanitary, free from debris and offensive odors that may reasonably annoy others, and devoid of rodents and vermin.

(b) Excrement shall be removed at least once a week from any pen or yard area where animals are kept, or more often if necessary to prevent or control odors, insects and vermin. If excrement is stored on the premises it shall be stored in adequate containers with fly-tight lids.

(c) All animal pens and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.

(d) It shall be unlawful to maintain any animal pen

or kennel, or to tether any animal closer than 25 feet to the dwelling house of another, other than that of the owner of the animal.

(e) All premises on which animals are kept shall be subject to inspection by Animal Control Officers or Law Enforcement Officers. Any animal kept under any condition which could endanger the public or animal health or create a health nuisance may be impounded. Animals impounded shall be released after fees are paid and the condition which caused the impoundment has been corrected.

**2-113 DEAD ANIMALS.** All dead animals shall be disposed of by the owner or harboring within 24 hours of the animal's death, by burial, incineration at an approved facility, by rendering or by other lawful means. No dead animal shall be dumped on any private or public property or disposed of in any city-owned refuse container, or any other refuse container, unless authorized by the owner or lessor of the container.

**2-114 AGGRESSIVE ANIMALS.**

(a) All dogs deemed aggressive by Animal Control, will be spayed or neutered, microchipped, current on rabies vaccinations, and registered with the city of Dodge City through Animal Control.

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(b) All aggressive dogs will be required to be in a 6 sided kennel while outside or on a secure leash if being walked by owner. They shall never be tethered.

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~~(a) Prohibited: It shall be unlawful for any person to keep, possess or harbor a vicious animal within the City. Impoundment of animals whose owners or harborers have been cited for violation of this section shall be at the discretion of the animal control officer or law enforcement officer. If the animal presents a clear and present danger to the public health or safety, it shall be the duty of the animal control officer or law enforcement officer, or an authorized agent to immediately impound the animal.~~

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~~(cb) Defined:~~ For purposes of this chapter a vicious animal shall include:

- (1) Any animal with a known propensity, tendency or disposition to cause injury or to otherwise threaten the safety of human beings or domestic animals or companion animals; or
- (2) Any animal which in an aggressive or threatening

manner approaches any person in an apparent attack upon the person while on streets, sidewalks, or any public grounds or places or on private property other than on the property of the owner; or

(3) Any animal which, unprovoked, attacks or bites or has attacked or bitten a human being or domestic animal; or

(4) Any animal which is urged by its' owner or harborer to attack, or whose owner or harborer threatens to provoke such animal to attack, any animal Control Officer or any Law Enforcement officer while such officer is engaged in the performance of official duty. (Ord. No. 3561)

(5) This section shall not apply to dogs kept by law enforcement agencies for use in the performance of official duties.

(~~ed~~) Immediate Destruction: Nothing in this chapter shall be construed to prevent the Animal Control Officer or a law enforcement officer from taking whatever action is reasonably necessary to protect the officer or the public from injury or danger, including immediate destruction of any vicious animal without notice to the owner.

(~~ed~~) Whenever a complaint is filed in the municipal alleging that an animal is vicious and in violation of this section, the Municipal Court shall determine whether or not the animal is vicious, as defined herein. In making a determination, the Court shall consider the following:

- (1) The seriousness of the attack or injury;
- (2) Past history of attacks or injuries;
- (3) The likelihood of future attacks or injuries;
- (4) The condition and circumstances under which the animal is kept or confined.

If the court finds from the evidence presented that the animal is not vicious, the court shall order the release of the animal to the owner or harborer, after the payment of any fees or expenses associated with the impoundment of said animal as assessed by the court.

If after trial it is found that the animal is vicious as defined herein, the court may order the animal to be destroyed in a humane manner by the animal control officer or designated agent.

Consent by an owner or harborer of a vicious animal to have it destroyed, after finding that the animal is vicious, does not relieve or render the owner or harborer immune from the decision of the court, nor of the fees

and fines which result from the animal being in violation of this section.

2-115: Control and Protection of animals in general.

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(a) Any owner, keeper or harbor of any Domestic Animal found running at large within the corporate limits of the city shall be deemed guilty of a misdemeanor. Knowledge or intention on the part of the owner, keeper or harborer shall not be elements of this offense. An Animal Control Officer or Police Officer may seize, impound and cause to be destroyed any such animal, including those animals not within the definitions of the Kansas Pet Animal Act, using the procedures set out at K.S.A. 47-1710. The Supervisor of Animal Control may return the animal to its rightful owner, keeper or harborer upon request and may require the payment of boarding, Reclaim, rabies, and city tag charge, for days spent in confinement at the shelter prior to return of the animal.

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2-116: Any person who is convicted of the charge of animal running at large shall be punished as set forth below.

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(1) Upon a first conviction, Owner has the option of spaying or neutering their pet. If they do not want them altered, they can purchase an Unspayed or Unneutered Dog or Cat License. This fee will be \$50.00 and if they already have a city registration tag, that first tag will be voided out and a new unaltered dog tag will be issued. This will show that the dog already has been convicted of running at large once.

(2) Upon a second conviction, Owner must have the pet spayed or neutered and a microchip implanted in the dog or cat traceable to the current owner and registered with the City of Dodge City.

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(3) Upon a third conviction, Owner must purchase a 6 sided pen that the dog can't get out of while outside and not with its owner on a leash. This means the pen must have a top, bottom, and all four sides. Dogs should not be able to dig out or climb out and a lock on the door.

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~~2-115. RUNNING A LARGE. It shall be unlawful for any person  
2-116. to allow any companion animal or domestic animal  
under his~~

~~2-117. or her control to be at large within the City.~~

~~Any~~

~~2-118. companion animal or domestic animal found at large may be~~

~~2-119. impounded.~~

~~2-116. IMPOUNDMENT; FEE; NOTICE; RECORD.~~

~~(a) The Animal Control Officer or Law Enforcement Officer may impound any domestic animal or companion animal found at large within the city or constituting a nuisance or otherwise in violation of this chapter at the municipal pound or at another suitable pound or enclosure provided or contracted for by the City. The impounding officer shall make reasonable inquiry as to the owner of the animal and shall make any reasonable efforts to contact the owner thereof of such impoundment.~~

~~(b) The City shall be entitled to receive from such owner an impoundment fee which shall be as established in the fee schedule set out in Article 9 or Chapter 1 plus the actual cost of feeding and maintaining the animal while impounded.~~

**2-117 IMPOUNDMENT OF RABIES SUSPECTS .**

(a) Any animal control officer, law enforcement officer or any licensed veterinarian under contract with the City to provide animal control services, hereinafter referred to as the City veterinarian, may seize, upon private or public property, any animal which has bitten or scratched a person or other animal and impound the animal in the city pound, or in a veterinary hospital or animal care facility for a period not to exceed 30 days during which time the city veterinarian shall determine whether or not such animal is suffering from a communicable disease and, if not, the City Veterinarian shall authorize the release of the animal upon payment by the owner of the boarding costs and any other applicable fees. The City Veterinarian may authorize the keeping of any such animal on the owner's premises if the owner can produce proof of a current rabies vaccination for the animal and demonstrates the facilities and ability to quarantine the animal adequately. If in the opinion of the City Veterinarian symptoms of possible rabies infection develop or the circumstances of the animal bite or scratch incident merit a level of concern requiring such, then the animal shall be destroyed and an examination of brain tissue for rabies conducted. The owner of the animal shall be responsible for the cost of the examination.

(a) In lieu of the provisions of subsection (a), the owner of such animal may, at his or her own expense, take

such animal to any duly qualified and licensed veterinarian within the City for observation. Such Veterinarian shall report his or her findings to the shelter Veterinarian in writing. If, in the opinion of the City Veterinarian an examination of brain tissues is justified, then the animal shall be turned over to an animal control officer or the City veterinarian to be killed and the tissue submitted for examination.

(c) Any animal desired for observation by the City Veterinarian under this section shall be delivered to an animal control officer or law enforcement officer upon demand and shall not be withheld, hidden or harbored. Any person violating this provision shall be guilty of a violation of this code. The refusal of any person to so deliver such animal, subjects that person to immediate arrest.

**2-118. ANIMALS BITTEN BY RABID OR POSSIBLE RABID ANIMALS.**

(a) Whenever a companion or domestic animal is bitten by a rabid animal or an animal later proven to be rabid, or a wild animal, it shall be the duty of the owner of the exposed animal to report that fact to an animal control officer or law enforcement officer. It shall also be the duty of the owner of the exposed animal to have the exposed animal destroyed unless:

(1) The animal which had been exposed had been vaccinated against rabies and such vaccination was current; and

(2) The animal can be quarantined in an appropriate facility for 45 days;

(b) The animal shall be released from quarantine only upon written order from the City Veterinarian declaring the animal to be free of rabies;

(c) If during confinement, the animal was found to have contracted rabies, it shall destroyed.

**2-119. REPORT OF RABID ANIMALS.** It shall be the duty of the owner or harbinger of any animal and practicing veterinarians who become aware of an animal suspicioned or diagnosed as having rabies to report said suspicion or diagnosis to the city veterinarian or animal control officer. This report shall be made immediately upon diagnosis or suspicion of rabies.

**2-120. VEHICULAR ACCIDENTS INVOLVING ANIMALS.** the operator of a motor vehicle which strikes any animal shall stop at once and shall immediately contact the owner of such animal if the owner can be determined. In the event the owner can

not be ascertained or located, the operator shall at once report the accident to an animal control officer or law enforcement officer.

**2-121. RABIES VACCINATION REQUIRED.** It shall be unlawful for the owner or harbinger of any dog, cat or ferret over 4 months of age to fail to maintain effective rabies immunization of such dog, cat or ferret. Upon request by an animal control officer or law enforcement officer the owner or harbinger must be able to produce a current, valid, completed certificate of immunization against rabies or the dog, cat or ferret shall be deemed Not be immunized.

**2-122 REGISTRATION REQUIRED.**

(a) Every owner of any dog over 3 months of age shall annually register with the City of Dodge City his or her name and address with the name, sex and description of each dog owned or harbored within the City. It shall be unlawful for the owner of any newly-acquired dog to fail to register the animal within 30 days from acquisition or bringing the dog into the City. It shall be unlawful for the owner of any previously registered dog to fail to maintain current registration of such dog.

(b) The registration period shall be from January 1st through December 31st of each year.

(c) The City of Dodge City shall collect an annual registration fee as established in the fee schedule set out in Article 9 of Chapter 1.

(d) It shall be the duty of the City Clerk or designated agent, upon receipt of the registration fee herein before required, to record the date of registration, and the name of the owner or keeper, the number of the registration, and the fee paid, and to deliver to the owner or keep of the dog a certificate stating that the person has registered the dog and the number by which the dog is registered. The City Clerk or designated agent shall also deliver to the owner or keeper of the dog a tag with the registration number and the registration year thereon. When any registration tag is lost during a registration period, the owner of the dog may request a duplicate tag for the remainder of the registration period. When so requested, the City Clerk or designated agent shall, upon presentation of the registration certificate, issue a duplicate of such tag without a charge.

(e) It shall be unlawful for any person to take off or remove the City registration tag from any dog belonging to another, or remove the strap or collar to which the same is fastened.

**2-123. SAME; COUNTERFEIT TAG.** It shall be unlawful for any person to place on any dog a tag issued for any other dog or to make or use any false, forged or counterfeited tag or imitation thereof.

**2-124. IMPOUNDMENT; RECORD; NOTICE; REDEMPTION; MINIMUM FEE.**

(a) Any companion or domestic animal found in violation of the provisions of this article shall be subject to impoundment by the City.

(b) A record of all dogs impounded shall be kept by the City containing a physical description of the animal, registration number (if any) and the date of impoundment.

(c) If the animal impounded has a current registration tag attached to it or if the staff of the city pound knows the owner of the animal by other means, every reasonable attempt shall be made to contact the owner as soon as possible or at least 24 hours before such animal is disposed of by destruction, sale or adoption. If, after a minimum of three full days of custody during which the public has clear access to inspect and recover the animals through time periods ordinarily accepted as usual business hours, the city pound staff has been unable to locate the owner, or the owner, upon having been located, fails to redeem or claim the animal, then the animal may be euthanized, sold to or adopted by another person.

(d) If at any time within the impounding period, the owner of an impounded animal does appear to redeem the animal, it shall be turned over to the owner upon payment of the impoundment fee or penalties plus the actual cost of impoundment, and upon compliance with the registration and immunization provisions of this article. This subsection shall not apply to any animal alleged as being vicious under section 2-114, quarantined for rabies observation under section 2-117, or being held as evidence for court regarding a violation of this chapter.

(e) The minimum impoundment fee shall be established in the fee schedule set out in Article 9 of Chapter 1.

(f) Impoundment hereunder shall not preclude any court from imposing and executing any fine which might otherwise be levied under this article for violation of any of the provisions thereof; nor shall impoundment be a defense in any prosecution commenced hereunder.

**2-125. CONFINEMENT OF DOGS IN HEAT.** Any unspayed female dog in the stage of estrus (heat) shall be confined during such period of time in a secure enclosure, and the area of enclosure shall be so constructed that no other dog or dogs may gain access to the confined animal except for purposes

of planned breeding. Any female dog that is in the state of estrus (heat) and that is not properly confined, or any such dog that is creating a neighborhood nuisance, may be impounded by an animal control officer or law enforcement officer. All expenses incurred as a result of the impoundment shall be paid by the owner or harborer.

**2-126 EXOTIC ANIMALS.**

(a) It shall be unlawful for any person, partnership, organization, association, business firm or corporation to keep, maintain, harbor or have in control within the city any exotic animal.

(b) The prohibitions of this section shall not apply to zoos, circuses, carnivals, pet shops, educational institutions, or medical institutions, if:

- (1) Their location conforms to the provisions of the zoning ordinance of the City and any required permits have been obtained from the city; and
- (2) All animals and animal quarters are kept in a clean and sanitary condition so maintained as to eliminate objectionable odors; and
- (3) Animals are maintained in quarters so constructed as to prevent their escape.

**2-127 DOMESTIC ANIMALS.**

(a) It shall be unlawful for any person, partnership, organization, association, business, firm or corporation to own, harbor or maintain any domestic animal within the city without possession of a current valid permit issued by the City of Dodge City which designates the type and number of domestic animals which may be maintained and the location at which they may be kept.

(b) Permits must be renewed on an annual basis and are not transferable.

(c) It shall be unlawful for the owner or harborer of any domestic animal within the City to fail to display a current permit upon request of any animal control officer or law enforcement officer.

(d) The prohibitions of this section shall not apply to animals temporarily housed at bona fide sale barns, veterinarian offices or hospitals, or other agricultural business or temporarily within the City to participate in fairs, shows, rodeos or other demonstrations, contests or displays.

**2-128 KENNELS.**

(a) It shall be unlawful for any person, partnership, organization, association, business, firm or corporation to operate or maintain any kennel within the City without possession of a current valid permit issued by the city of Dodge City which designates the number of dogs which may be maintained and the location at which they may be kept.

(b) Permits must be renewed on an annual basis and are not transferable.

(c) It shall be unlawful for the owner or operator of any kennel which the city to fail to display a current permit upon request by an animal control officer or any law enforcement officer. (ORD. NO.3387)

## **ARTICLE 2. PENALTIES**

### **2-200 PENALTY.**

(a) Persons convicted of a violation of this chapter shall be punished by a fine not to exceed \$1000.00, or by imprisonment for no more than 180 days, or by both such fine and imprisonment, except those in violation so Section 2-107 Cruelty to Animals or 2-108 Tethering.

(b) Any person convicted of a violation of Section 2-107 Cruelty to Animals or 2-108 Tethering, shall be punished by a fine not to exceed \$2,500 or by imprisonment for no more than one year, or by both such fine and imprisonment. (ORD. NO. 3387)

## **ARTICLE 3. KEEPING OF BEES**

### **2-301 GENERAL PROVISIONS**

**PURPOSE.** The purpose and objective of the chapter are as follows:

1. To allow the keeping of bees within the City Limits in zones other than Agricultural Zoned areas.
2. To establish regulations and requirements for the keeping of bees.

**ADMINISTRATION:** City staff or other appointed representative shall administer. Implement and enforce the provisions of this chapter.

**DEFINITIONS:**

"Abandoned Hive" includes. But is not limited to, a Colony or Hive and equipment a Beekeeper has ceased to manage, is deserted, not maintained or left unattended.

"Apiary" a Hive or collection of Hives including the immediate area surrounding the Hive.

"Bees" means any stage of the common domestic honey bee. *Apis Mellifera* species.

"Beekeeper" is any person or persons who owns. Operates, maintains, possesses or otherwise controls a Hive or is the owner of property upon which a Hive is situated.

"Colony" is a single managed Colony or Hive consisting of a queen and all life stages to support sustenance and reproduction kept by a Beekeeper and synonymous with Hive.

"Flyover Barrier" is a solid wall, fence, or dense vegetation or combination thereof that provides an obstruction through which Bees cannot readily fly.

"Hive" is where a managed Colony is located. A Hive consists of a managed Bee Colony kept in a structure intentionally provided by the Beekeeper for Bee housing. The Bee housing. The Bee housing structure has movable frames to allow the Beekeeper and inspector complete access to the inner living area of the Colony and its contents for manipulations such as re-queening, viewing, evaluation and sampling.

"Hive Pests" means any agent or characteristic in a Managed Bee Colony or Hive that makes the existence of such Colony or Hive detrimental to the apicultural industry, other neighboring apiaries, the environment, or public safety by being kept in a manner as to contain any unhealthy conditions or be a source of Bee Pests which include but is not limited to disease, parasites, fungi, foulbrood, bacteria, microsporidia, virus, insect, nematode, mites, or other organisms that damage Bees or Bee products.

"Neighboring Dwellings" means a place where a person resides and may include, but is not limited to, the following: any part of an attached home, unattached residential office, unattached garage, mobile home, guest home, condominium or apartment.

"Undesirable Bee Behavior" is any behavior exhibited by Bees from a Hive that may result in harm to others. Undesirable Bee Behavior includes, but is not limited to, characteristics of Africanized Bees guarding a larger territorial perimeter around the Hive in greater numbers than is typical of European Bees, responding to minimal or no provocation into over-defensiveness, aggressiveness,

repeated swarming, unpredictability, reactivity, and agitation during, but not limited to, Hive inspection. Bees foraging on flowering vegetation is considered normal and desirable.

2-302

### PROHIBITION

It shall be unlawful for any person to place, establish, or maintain any Hive, box, stand or Apiary or keep any Bees or upon any premises within the city limits unless the Bees are kept in accordance with the provisions of this article.

2-303

### STANDARDS AND REQUIREMENTS

(a) Registration and Permit. Beekeepers shall register the number of Hives and the location of each Hive on the permit application. After submitting all required information, the City will issue a revocable license to the Beekeeper. An initial permit fee shall be Fifty Dollars (\$50.00).

(b) Distance Restrictions. Hives must be located at or greater than the following distances:

1. 50 feet from Neighboring Dwellings
2. 40 feet from any public road or sidewalk.
3. 40 feet from any public park or school.

(c) Flyover Barrier. Beekeepers must maintain an adequate Flyover Barrier of at least six (6) feet in height to Shield any part of a property line and creating a perimeter Around the Hive.

(d) Water Supply Required. Beekeepers shall maintain an Adequate and accessible supply of fresh water available at all times.

(e) Number of Hives. No more than (2) Hives shall be maintained on any property.

(f) Undesirable Hives. No Beekeeper shall own or operate a Hive that exhibits Undesirable Bee Behavior, contains Hive Pests or is an Abandoned Hive.

(g) Signage. Beekeepers must install and maintain a sign, no less than 5 inches by 3 inches, located at each pedestrian gate, indicating the keeping of bees on the property.

2-304.

### VIOLATIONS AND PENALTY

Any violation of any provision of this Ordinance shall be a Misdemeanor and punishable by a fine not to exceed Five

Hundred Dollars (\$500.00) or by imprisonment for not more Than six (6) months. Each day of violation after Notification shall constitute a separate offense. Nothing Contained herein shall prevent the City from taking such Other lawful action as necessary to prevent or remedy any violation. (Ord. #3668)

**ARTICLE 4.**  
**PIT BULL DOGS**

**2-401.** WHEREAS, Local governmental bodies possess broad powers to regulate the ownership and possession of dogs within the community; and

~~WHEREAS, The Kansas Supreme Court has determined that pit bull dogs:~~

~~(a) represent a unique public health hazard not presented by other breeds or mixes of dogs;~~

~~(b) possess both the capacity for extraordinary savage behavior and physical capabilities in excess of those possessed by many other breeds or mixes of dogs; and~~

~~(c) have an unpredictable nature;~~

~~WHEREAS, The governing body finds that pit bull dogs are potentially aggressive dogs and desires to enhance the public health, safety, and welfare by prohibiting their ownership and possession within the city limits.~~

**2-402. DEFINITIONS.**

The following words and phrases when used in this ordinance, shall have the meanings respectively, ascribed to them:

(1) "Enforcement Authority" means the City Manager, Chief of Police, Animal Control supervisor and their respective designees.

(2) "Pit Bull Dog" is defined to mean any and all of the following dogs:

- (a) The Staffordshire bull terrier breed of dog;
- (b) The American Staffordshire terrier breed of dogs;
- (c) The American Pit Bull Terrier breed of dog;
- (d) Any other breed commonly known as Pit Bull, Pit Bull Dog, or Pit Bull Terrier;

- (e) Dogs which have the appearance and characteristics of being predominantly of the breed of dogs known as Staffordshire Bull Terrier, American Pit Bull Terrier or American ~~Staffordshire Terrier~~ or a DNA test stating that the dog is less than 51% of the above breeds.

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~~The registration of a dog with a dog association or in any governmental jurisdiction as a pit bull or any of the dogs listed above shall constitute prima facie evidence the animal is prohibited by this ordinance.~~

~~**2-403. PROHIBITION.** No person shall own, keep, harbor, or in any way possess a pit bull dog within the city limits of Dodge City, Kansas unless in full compliance with the provisions of this ordinance. The City Manager shall implement administrative regulations related to standards and requirements to protect the public safety governing nonresident possession of a pit bull dog within the city limits on a temporary basis.~~

~~**2-404,2-403. SPECIAL REGULATIONS.** Pit bull dogs located within the city~~

~~limits must be lawfully registered with the City of Dodge City in full compliance with the provisions of this Ordinance. Pit Bull dogs may be kept within the city limits only upon strict compliance with the standards and requirements set forth in Section 4.~~

~~**2-405. STANDARDS AND REQUIREMENTS.** The keeping of a pit bull under Section 3 shall be subject to the following mandatory requirements:~~

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~~(1) **Special Permit Required** A special annual permit shall be required for keeping of any pit bull dog under Section 3. No permit shall be granted except with such conditions attached as shall, in the opinion of the enforcement authority, reasonably protect the public health, safety and welfare. A temporary permit may be issued following application and pending final disposition of the application. Permits shall only be issued to adults.~~

~~(2) The application shall be on forms provided by the city, with its form, content and submittal requirements to be determined by the City Manager.~~

~~(3) **Permit Fee** An initial application fee for an annual permit shall be Fifty Dollars (\$50.00), which fee will include the annual license for the first year. Annual renewal fee shall be Five Dollars (\$5.00) for the purchase of a license each year as required by all other dog owners residing within the city.~~

~~(2-2044)~~ Standard and Requirements The keeping of a pit bull dog in the City limits shall be subject to the following mandatory requirements, in addition to compliance with all other state and local laws and regulations including the provisions of Section 2-114 of this Chapter 11:

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(a) Leash Requirement Outside of Pen. No person shall permit a pit bull dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than six (6) feet in length and a properly sized ~~and attached muzzle~~. No person shall permit a pit bull dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless an adult physically capable of controlling the dog is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, or buildings.

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(b) Confinement. (1) All pit bull dogs must have a fenced in yard or dog kennel while outside, unless walked by owner on a secure leash. They shall never be tethered. Anyone in violation of breeding a pit bull in the city limits will pay a fine of \$500.00 and have puppies taken into custody by animal control and rights to them revoked.

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~~All pit bull dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel. Such pen or kennel must meet administrative regulations for construction and location standards established by the City Manager. All structures used to confine specially permitted pit bull dogs must be locked by a key or combination lock when such animals are within the structure.~~

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~~(c) Confinement Indoors. No pit bull dog may be kept on a perch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition.~~

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(d) Microchipping. All pit bull dogs, at owners expense, shall have an identification microchip implanted in the dog which is compatible with city detection equipment. Such microchipping shall be accomplished by a licensed veterinarian or by the Dodge City Animal Shelter as part of the special permitting process. ~~The applicant for a special permit under this ordinance shall file proof of microchipping if it has already taken place or has been accomplished outside the permitting process, in which case the initial application fee will be reduced by \$15.00.~~

~~(e) Signs. All owners of pit bull dogs shall~~

~~within 30 days of the effective date of this ordinance display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such animal.~~

(f) Special Collar. All pit bull dogs shall be required to wear a special designated numbered collar at all times when not confined indoors. The collar shall be visible on the dog when it is in a kennel or pen, or on a leash. The collar shall be one issued by the City during the special permit process. If the numbered collar is lost, stolen or damaged to the extent the number is not easily visible, the owner must immediately purchase a replacement collar from the city.

~~(g) Insurance. All owners of pit bull dogs shall, within thirty (30) days of the effective date of this ordinance obtain and have in effect public liability insurance in a single incident amount of not less than \$100,000 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such pit bull dog. In addition, such insurance policy shall provide for medical pay coverage protection in an amount of not less than \$5,000 for any bodily injury sustained by any person which is caused by a pit bull dog owned by or in the care of the insured person. At the time of initial application for a special permit, the owner, keeper or harborer must present proof of the required insurance. At the time of each subsequent registration renewal, the owner, keeper, or harborer shall show proof of insurance for the present registration period and proof that there was continuous insurance coverage through the period of the prior special permit year. In the event said liability insurance is canceled, lapsed or for any other reason becomes nonenforceable, said owner, keeper or harborer shall be in violation of the provisions of this ordinance. The owner, harborer or keeper shall notify the city within ten (10) days of any cancellation, lapse or non-enforceability of this insurance. And provide proof substitute coverage has been obtained. The insurance may be in the form of a special liability policy or a standard homeowners or renters insurance policy from a Kansas licensed insurer which does not have a provision limiting or excluding coverage due to pit bull dog ownership.~~

(h) Identification Photographs. All owners of pit

~~bull dogs shall make available the dog during the special permit process in order to allow the city to obtain digital photographs of the registered animal for identification purposes.~~

~~(i) Reporting Requirements. All owners of a pit bull dog shall, within ten (10) days of the occurrence, report the following information in writing to the city:~~

~~(1) The removal from the City limits or death, theft or loss of a specially permitted pit bull dog.~~

~~(2) The new address of the premises where the Pit bull dog is kept or harbored should the Owner move within the city limits.~~

~~(j) Written Notices. All notices required to be given to the city in writing shall be directed to the director of the Dodge City Animal Shelter and delivered to either the shelter or the City Clerk. Such delivery shall be made in person or by the United States Postal Service via regular mail or certified mail.~~

~~(k) Number of Pit Bulls Permitted per Household. One adult registered pit bull dog will be allowed per residence.~~

~~(l) Spayed or Neutered. All owners at the time of application for permit shall provide proof that the pit bull has been spayed or neutered.~~

~~**2-406. DUTY OF OWNERS: FAILURE TO COMPLY.** The purpose of the requirements in this ordinance governing pit bull dogs is to prevent attacks, injuries or deaths by mandating use of control methods. It is the positive duty of any owner of a pit bull dog to take all necessary steps to comply with this ordinance. It is unlawful for the owner of a pit bull dog and any person claiming to be responsible for said pit bull dog as agent of the owner. Any dog found to be the subject of a violation of this ordinance may be subject to immediate seizure and impoundment. If the dog is not immediately seized and impounded, the officer shall instruct the owner to keep said dog confined in a securely closed and locked pen or kennel until such time as the court may order seizure and impoundment. Neither the owner, nor any other person, may remove said dog from said secure pen or kennel without the written permission of either the animal control director or judge of the municipal court. Failure to comply with any provision of this ordinance shall also be considered good cause for the revocation of any license or special permit issued allowing for the keeping of the subject dog, resulting in the immediate removal of the animal from the city.~~

~~2-407. COSTS TO BE PAID BY RESPONSIBLE PERSONS. Any reasonable costs incurred by the city in seizing, impounding, confining or disposing of any pit bull dog pursuant to the provisions of this ordinance shall be charged against the owner of such animal and shall be subject to collection by any lawful means. If the owner of the animal is found guilty of a violation of this ordinance, said above-mentioned expenses shall be assessed as costs in said court action.~~

~~2-408. ADMINISTRATION AND ENFORCEMENT. It shall be the duty of the City Manager, through the enforcement authority to administer and enforce the provisions of this ordinance. The City Manager shall have authority to establish reasonable administrative regulations, policies and procedures as needed to effectively carry out the spirit and intent of this ordinance.~~

~~2-409. PENALTIES. Whenever in this ordinance any act is prohibited or is declared to be unlawful or the performance of any act is required or the failure to do any act is declared to be unlawful, the violation of any provision of any provision of this ordinance shall be punished by a fine of not more than two thousand five hundred dollars (\$2,500), or by imprisonment for a period not exceeding one (1) year, or by both fine and imprisonment, at the discretion of the court. Each day any violation of this ordinance continues shall constitute a separate offense. (ORD. NO.3560)~~

## CHAPTER II. ANIMAL CONTROL AND REGULATION

- Article 1. General Provision
- Article 2. Penalties
- Article 3. Keeping of Bees
- Article 4. Pit Bull Dogs

### ARTICLE 1.

#### GENERAL PROVISIONS

2-101. **DEFINITIONS.** For the purposes of this chapter, the following words and phrases shall mean:

(a) Abandon the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.

(b) Altered The animal is permanently sterile by any means-operation, accident or birth.

(c) Animal Shelter means the facility or facilities operated by the City or its authorized agents for the purpose of impounding or caring for animals under the authority of this chapter or state law.

(d) At-large means to be outside of a fence or other enclosure or device which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to an object within range of public thoroughfares are deemed to be "At-large."

(e) Bite means any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin, caused by any animal, which is actually or suspected of contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health or vaccination status of the animal causing such bite.

(f) Companion Animal means:

- (1) cats;
- (2) dogs;
- (3) domestic ferrets;
- (4) domestic rodents commonly kept as pets;
- (5) domestic rabbits;
- (6) reptiles commonly kept as pets, excluding any venomous reptile or any constructor snake over six foot in length, alligator, caiman, crocodile, anaconda, komodo dragon, monitor lizard;

(7) and domestic birds commonly kept as pets excluding any fowl. (Ord. 3514)

(g) Cat means any member of the species felis catus, regardless of gender.

(h) Cruelty means any act of neglect, torture, or torment that causes if not remedied will cause unjustifiable pain or suffering to an animal.

(i) Dangerous or Vicious Animal means any animal deemed to be dangerous or vicious per section 2-114.

(j) Dog means any member of the species canis familiars, regardless of gender.

(k) Domestic Animal means any horse or other equine, dairy and beef cattle, swine, sheep, goats, fowl, ostrich, emu, llama, alpaca and any other animal defined as such be a promulgated rule.

(l) Euthanasia the human destruction of a companion animal, domestic animals, or an exotic animal administered by a method which causes immediate unconsciousness.

(m) Exotic Animal means any animal not defined as a companion animal or domestic animal herein.

(n) Fowl birds commonly used for meat or egg production or sport which shall include but not be limited to, chickens, ducks, geese, turkeys, guineas and pigeons.

(o) Harbor to allow any animals to habitually remain, lodge or be fed within one's home, store, yard, enclosure or place of business or any other premises where one resides or has control.

(p) Humane Live Animal Trap means any cage trap that upon activation encloses an animal without placing any physical restraint upon any part of the body of such animal.

(q) Immediate Control means the regulation and supervision by a competent person so that an animal is unable to run or get loose at will.

(r) Impound means to seize summarily, confine, or restrain in custody.

(s) Kennel means any establishment, commercial residential or otherwise, where more than a total of four dogs and/or puppies are maintained for the purpose of breeding, rearing, training, grooming, or boarding. Also any premise commercial, residential or otherwise where more than four dogs/cats and/or puppies/kittens are harbored. Puppies or kittens born on the premises and less than twelve weeks of age shall not be included in the count.

(t) License means the method of caring and the information carried on a dog which identifies the owner of

said dog and any other information required by the City of Dodge City.

(u) Own means and includes own, keep, harbor, shelter, manage, possess, or have a part interest in any animal. If a minor owns any such animal subject to the provisions of the chapter, the head of the household of which such minor is a member shall be deemed to own such animal for the purposes of this chapter.

(v) Owner means the person or persons, firm association, partnership or corporation owning, keeping or harboring a companion animal, domestic animal or exotic animal. Also includes any other competent person into whose charge an animal has been placed by the actual owner.

(w) Tether means any physical method that retrains a dog by tying it with a rope, chain or any like object to a stationary object.

(x) Vaccinated means a companion animal or domestic animal has been administered a vaccine or vaccines against a disease or diseases harmful to itself and/or communicable to others.

(y) Veterinarian means a Doctor of Veterinary Medicine licensed by the State of Kansas.

2-102

**ANIMAL CONTROL OFFICER; DUTY TO IMPOUND: CITATION ALTERNATIVE.**

(a) There is hereby created the position of animal control officer for the City and such officers shall be charge with the enforcement of this chapter. Any person employed by the City as an animal control officer and commissioned by the chief of police shall have such powers and authority as allowed by law in the enforcement of this chapter all animal control officers shall be subject to the supervision and direction of the Chief of Police.

(b) The animal control officer shall have the authority to seize and impound animals found to be in violation of the provisions of this chapter. Any law enforcement officer employed by the city is also authorized to seize and impound animals found to be in violation of the provisions of this chapter.

(c) If a complaint is filed in the municipal court for any violation of this chapter, any animal control officer or law enforcement officer shall serve upon the accused person, a written complaint and notice to appear in the municipal court at a time not less that five days after such notice to appear is served, unless the accused person shall demand an earlier hearing.

**2-103. SAME; CAPTURE/DESTRUCTION.** When deemed necessary by Law enforcement officers or the animal control officer for the health, safety and welfare of the residents of the City, such officers and/or their agents may:

(a) Place a humane trap on public property or upon the private property of a requesting or consenting person for the purpose of capturing any animal defined in this chapter as creating a nuisance in the city;

(b) Use any tranquilizer gun, humane trap, or other suitable device to subdue and capture any animal that is deemed by the animal control officer, to be of danger to itself or to the public health and safety, or to be a nuisance to the public.

(c) Use firearms or other suitable weapons to destroy any rabid animal, or vicious animal as defined in section 2-114, or any animal creating a nuisance as defined in section 2-110, where such animal is impossible or impractical to catch, capture or tranquilize.

**2-104 SAME; RIGHT OF ENTRY.** The animal control officer or any law enforcement officer shall have the right of entry upon any private unenclosed lots or lands for the purpose of collecting any animal whose presence thereupon is a violation of this chapter, It shall be unlawful for any person to interfere with the animal control officer or law enforcement officer in the exercise of this right.

**2-105. MUNICIPAL ANIMAL SHELTER ESTABLISHED.** A municipal animal shelter shall be established to carry out the provisions of this chapter. Such a shelter may be operated by a contractor and all services required herein may be provided by a contractor. The shelter shall have the following services and facilities:

(a) The impounding of stray and ownerless companion and domestic animals and animals otherwise in violation of the provisions of this chapter.

(b) Holding facilities for stray or ownerless animals impounded for violations of the provisions of this chapter.

(c) Facilities for the humane destruction of animals.

The shelter may also authorize animal adoption, including medical testing, treatment and sterilization.

**2-105a. DISPOSITION OF UNCLAIMED ANIMALS.** If any animal is not redeemed by its owner or harbinger within the time allowed for redemption thereof, the animal control officer, any authorized law enforcement officer, any

authorized veterinarian or any duly authorized shelter personnel may destroy such animal or authorize the adoption of the same for the costs per the provisions of the Kansas Pet Animal Act and the resolution of the City of Dodge City in Ordinance No. 3299.

## **2-106. INTERFERENCE WITH ANIMAL SHELTER.**

(a) It shall be unlawful for any person to remove or attempt to remove any animal from a cage, pen or the premises of the animal shelter, unless authorized by an animal control officer or the Municipal Judge.

(b) It shall be unlawful for any person to obstruct, interfere with or hinder in any manner any animal control officer, law enforcement officer, City employee or authorized agent in efforts or actions to seize, take up or impound any animal believed to be in violation of this chapter.

(c) It shall be unlawful for any person to feed or provide care for any impounded animal unless authorized by an animal control officer.

(d) It shall be unlawful for any person to obstruct, interfere with or hinder in any manner the authorized care of an impounded animal.

## **2-107. CRUELTY TO ANIMALS.**

(a) It shall be unlawful for any person to subject an animal to cruelty.

(b) Cruelty is further defined to mean that any of the following is a separate act of cruelty:

- (1) for any person to beat or physically injure an animal except that reasonable force may be employed to drive off vicious animals.
- (2) for any person to drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick or disabled animal, or cause, allow or permit the same to be done.
- (3) for any person to own, keep or harbor any animal which is not provided with adequate medical treatment and is thus infected with any dangerous or incurable disease or suffers from any painful condition.

(4) for any person to dye or artificially color any animal.

(5) for any person to promote, stage, hold, manage, in any way conduct, or attend any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or another animals. Also for any person to train any animal to fight or to possess the equipment for training said animals to fight or the equipment used in such fights.

(6) for any person to own, keep or harbor any animal which is not provided with adequate care, food, drink, air, light, space, shelter, and protection from the elements as necessary for the well-being of such animal.

(7) for any person to abandon or lease any animal In any place without making provisions for its Proper care.

(8) for any person to taunt an animal.

(9) for any person to poison or attempt to poison an animal.

(10) For any person to leave an animal in a vehicle when the temperature is such that it could cause unjustifiable pain or suffering to the animal.

(11) These provisions shall not apply to the exceptions sanctioned under section 2-108.

The Municipal Judge may order a person convicted of a violation under this section to transfer the animal involved to the municipal animal shelter where it can be adopted, transferred, or destroyed, as the shelter director deems appropriate.

**2-107a. SAME; EXCEPTIONS.** The provisions of section 2-107 shall not apply to:

(a) Normal or accepted veterinary or veterinary hospital practices or treatment of animals under active veterinary care.

(b) Bona fide experiments carried on by commonly recognized research facilities.

(c) Killing, attempting to kill, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 37 of the Kansas States Annotated.

(d) Rodeo practices accepted by the Professional Rodeo Cowboy's Association.

(e) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or by an authorized agent, such as a licensed veterinarian at the request of the owner.

(f) The humane killing of an animal by a public health official in the performance of his or her official duties.

(g) The humane killing of an unclaimed animal following the receipt of such animal at a municipal pound or an incorporated animal shelter by the operator or authorized agents of such establishments.

**2-108**

**TETHERING OF DOGS RESTRICTED.** It shall be unlawful for any person to continuously tether a dog for more than one continuous hour, except that tethering of the same dog may resume after a hiatus of three continuous hours, for up to three hours total time on tether per day.

(a) For the purpose of tethering a dog, a chain, leash, rope or tether shall be at least ten feet in length.

(b) A chain, leash, rope, collaring device, tether, or any assembly or attachments thereto used to tether a dog shall not weigh more than one-eighth of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered.

(c) Dogs shall be tethered in such a manner as to prevent injury, strangulation, or entanglement on fences, trees, or other manmade or natural obstacles.

(d) It is unlawful to attach chains, ropes or other restraints implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal.

**2-109**

**ANIMAL TRAPS.** It shall be unlawful for any person to use, place, set out, or deploy any animal trap above ground, which makes use of a spring gun, spring jaw, clamping devices, cutting or stabbing mechanism or any other devices that will damage or severely injure any animal when caught or trapped by the device; except that

nothing herein contained shall prohibit the use of animal traps that are so designed to trap and hold animals without injuring the animals.

**2-110. NUISANCE; ANIMAL ACTIVITIES PROHIBITED.** It shall be unlawful for the owner or harborer of any animal to keep or maintain such animal in the City so as to constitute a nuisance. For the purpose of this section, "nuisance" is defined as any animal which:

(a) Molests or interferes with persons on public or private property, other than that of its owner or harborer;

(b) Attacks or injures other domestic animals;

(c) Damages or fouls public or private property other than that of its owner or harborer, by its activities or with or with its excrement;

(d) Scatters refuse on public or private property, other than that of its owner or harborer;

(e) Causes any condition which threatens or endangers the health or well-being of persons or other animals.

**2-111 NOISE.** If any animal is found to be in violation of the City's noise ordinance (Ordinance No. 3361) it shall be the duty of any owner or harborer of such animal to abate the violation. If any owner or harborer fails to abate the violation, the animal or animals may be seized and impounded by any animal control officer or law enforcement officer in order to abate the condition. Said animal is subject to adoption and removal from the city or it may be destroyed by the order of the municipal judge after a hearing.

**2-112 ANIMAL CONFINES.** It shall be unlawful for any person to:

(a) Keep or maintain any animal in any yard, structure or area that is not clean, dry and sanitary, free from debris and offensive odors that may reasonably annoy others, and devoid of rodents and vermin.

(b) Excrement shall be removed at least once a week from any pen or yard area where animals are kept, or more often if necessary to prevent or control odors, insects and vermin. If excrement is stored on the premises, it shall be stored in adequate containers with fly-tight lids.

(c) All animal pens and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.

(d) It shall be unlawful to maintain any animal pen

or kennel, or to tether any animal closer than 25 feet to the dwelling house of another, other than that of the owner of the animal.

(e) All premises on which animals are kept shall be subject to inspection by Animal Control Officers or Law Enforcement Officers. Any animal kept under any condition which could endanger the public or animal health or create a health nuisance may be impounded. Animals impounded shall be released after fees are paid and the condition which caused the impoundment has been corrected.

**2-113**

**DEAD ANIMALS.** All dead animals shall be disposed of by the owner or harbinger within 24 hours of the animal's death, by burial, incineration at an approved facility, by rendering or by other lawful means. No dead animal shall be dumped on any private or public property or disposed of in any city-owned refuse container, or any other refuse container, unless authorized by the owner or lessor of the container.

**2-114**

**AGGRESSIVE ANIMALS.**

(a) All dogs deemed aggressive by Animal Control, will be spayed or neutered, microchipped, current on rabies vaccinations, and registered with the city of Dodge City through Animal Control.

(b) All aggressive dogs will be required to be in a 6 sided kennel while outside or on a secure leash if being walked by owner. They shall never be tethered.

(c) Defined: For purposes of this chapter a vicious animal shall include:

(1) Any animal with a known propensity, tendency or disposition to cause injury or to otherwise threaten the safety of human beings or domestic animals or companion animals; or

(2) Any animal which in an aggressive or threatening manner approaches any person in an apparent attack upon the person while on streets, sidewalks, or any public grounds or places or on private property other than on the property of the owner; or

(3) Any animal which, unprovoked, attacks or bites or has attacked or bitten a human being or domestic animal; or

(4) Any animal which is urged by its' owner or harbinger to attack, or whose owner or harbinger threatens to provoke such animal to attack, any animal Control Officer or any Law Enforcement officer while such officer is engaged in the performance of

official duty. (Ord. No. 3561)

(5) This section shall not apply to dogs kept by law enforcement agencies for use in the performance of official duties.

(d) Immediate Destruction: Nothing in this chapter shall be construed to prevent the Animal Control Officer or a law enforcement officer from taking whatever action is reasonably necessary to protect the officer or the public from injury or danger, including immediate destruction of any vicious animal without notice to the owner.

(e) Whenever a complaint is filed in the municipal alleging that an animal is vicious and in violation of this section, the Municipal Court shall determine whether or not the animal is vicious, as defined herein. In making a determination, the Court shall consider the following:

- (1) The seriousness of the attack or injury;
- (2) Past history of attacks or injuries;
- (3) The likelihood of future attacks or injuries;
- (4) The condition and circumstances under which the animal is kept or confined.

If the court finds from the evidence presented that the animal is not vicious, the court shall order the release of the animal to the owner or harbinger, after the payment of any fees or expenses associated with the impoundment of said animal as assessed by the court.

If after trial it is found that the animal is vicious as defined herein, the court may order the animal to be destroyed in a humane manner by the animal control officer or designated agent.

Consent by an owner or harbinger of a vicious animal to have it destroyed, after finding that the animal is vicious, does not relieve or render the owner or harbinger immune from the decision of the court, nor of the fees and fines which result from the animal being in violation of this section.

## **2-115: Control and Protection of animals in general.**

(a) Any owner, keeper or harbor of any Domestic Animal found running at large within the corporate limits of the city shall be deemed guilty of a misdemeanor. Knowledge or intention on the part of the owner, keeper or harbinger shall not be elements of this offense. An Animal Control Officer or Police Officer may seize, impound and cause to be destroyed any such animal, including

those animals not within the definitions of the Kansas Pet Animal Act, using the procedures set out at K.S.A. 47-1710. The Supervisor of Animal Control may return the animal to its rightful owner, keeper or harbinger upon request and may require the payment of boarding, Reclaim, rabies, and city tag charge, for days spent in confinement at the shelter prior to return of the animal.

**2-116: Any person who is convicted of the charge of animal running at large shall be punished as set forth below.**

- 1) Upon a first conviction, Owner has the option of spaying or neutering their pet. If they do not want them altered, they can purchase an Unspayed or Unneutered Dog or Cat License. This fee will be \$50.00 and if they already have a city registration tag, that first tag will be voided out and a new unaltered dog tag will be issued. This will show that the dog already has been convicted of running at large once.
- 2) Upon a second conviction, Owner must have the pet spayed or neutered and a microchip implanted in the dog or cat traceable to the current owner and registered with the City of Dodge City.
- 3) Upon a third conviction, Owner must purchase a 6 sided pen that the dog can't get out of while outside and not with its owner on a leash. This means the pen must have a top, bottom, and all four sides. Dogs should not be able to dig out or climb out and a lock on the door.

**2-117 IMPOUNDMENT OF RABIES SUSPECTS.**

(a) Any animal control officer, law enforcement officer or any licensed veterinarian under contract with the City to provide animal control services, hereinafter referred to as the City veterinarian, may seize, upon private or public property, any animal which has bitten or scratched a person or other animal and impound the animal in the city pound, or in a veterinary hospital or animal care facility for a period not to exceed 30 days during which time the city veterinarian shall determine whether or not such animal is suffering from a communicable disease and, if not, the City Veterinarian shall authorize the release of the animal upon payment by the owner of the boarding costs and any other applicable fees. The City Veterinarian may authorize the keeping of any such animal on the owner's premises if the owner can produce proof of a current rabies vaccination for the animal and demonstrates the facilities and ability to quarantine the animal adequately. If in the opinion of the City Veterinarian symptoms of possible rabies infection develop or the circumstances of the animal bite or scratch

incident merit a level of concern requiring such, then the animal shall be destroyed and an examination of brain tissue for rabies conducted. The owner of the animal shall be responsible for the cost of the examination.

(a) In lieu of the provisions of subsection (a), the owner of such animal may, at his or her own expense, take such animal to any duly qualified and licensed veterinarian within the City for observation. Such Veterinarian shall report his or her findings to the shelter Veterinarian in writing. If, in the opinion of the City Veterinarian an examination of brain tissues is justified, then the animal shall be turned over to an animal control officer or the City veterinarian to be killed and the tissue submitted for examination.

(c) Any animal desired for observation by the City Veterinarian under this section shall be delivered to an animal control officer or law enforcement officer upon demand and shall not be withheld, hidden or harbored. Any person violating this provision shall be guilty of a violation of this code. The refusal of any person to so deliver such animal, subjects that person to immediate arrest.

**2-118. ANIMALS BITTEN BY RABID OR POSSIBLE RABID ANIMALS.**

(a) Whenever a companion or domestic animal is bitten by a rabid animal or an animal later proven to be rabid, or a wild animal, it shall be the duty of the owner of the exposed animal to report that fact to an animal control officer or law enforcement officer. It shall also be the duty of the owner of the exposed animal to have the exposed animal destroyed unless:

(1) The animal which had been exposed had been vaccinated against rabies and such vaccination was current; and

(a) The animal can be quarantined in an appropriate facility for 45 days;

(b) The animal shall be released from quarantine only upon written order from the City Veterinarian declaring the animal to be free of rabies;

(c) If during confinement, the animal was found to have contracted rabies, it shall destroyed.

**2-119. REPORT OF RABID ANIMALS.** It shall be the duty of the owner or harbinger of any animal and practicing veterinarians who become aware of an animal suspicioned or diagnosed as having rabies to report said suspicion or diagnosis to the city veterinarian or animal control

officer. This report shall be made immediately upon diagnosis or suspicion of rabies.

**2-120. VEHICULAR ACCIDENTS INVOLVING ANIMALS.** the operator of a motor vehicle which strikes any animal shall stop at once and shall immediately contact the owner of such animal if the owner can be determined. In the event the owner can not be ascertained or located, the operator shall at once report the accident to an animal control officer or law enforcement officer.

**2-121. RABIES VACCINATION REQUIRED.** It shall be unlawful for the owner or harborer of any dog, cat or ferret over 4 months of age to fail to maintain effective rabies immunization of such dog, cat or ferret. Upon request by an animal control officer or law enforcement officer the owner or harborer must be able to produce a current, valid, completed certificate of immunization against rabies or the dog, cat or ferret shall be deemed Not be immunized.

**2-122. REGISTRATION REQUIRED.**

(a) Every owner of any dog over 3 months of age shall annually register with the City of Dodge City his or her name and address with the name, sex and description of each dog owned or harbored within the City. It shall be unlawful for the owner of any newly-acquired dog to fail to register the animal within 30 days from acquisition or bringing the dog into the City. It shall be unlawful for the owner of any previously registered dog to fail to maintain current registration of such dog.

(b) The registration period shall be from January 1st through December 31st of each year.

(c) The City of Dodge City shall collect an annual registration fee as established in the fee schedule set out in Article 9 of Chapter 1.

(d) It shall be the duty of the City Clerk or designated agent, upon receipt of the registration fee herein before required, to record the date of registration, and the name of the owner or keeper, the number of the registration, and the fee paid, and to deliver to the owner or keep of the dog a certificate stating that the person has registered the dog and the number by which the dog is registered. The City Clerk or designated agent shall also deliver to the owner or keeper of the dog a tag with the registration number and the registration year thereon. When any registration tag is lost during a registration period, the owner of the dog may request a duplicate tag for the remainder of the registration period. When so requested, the City Clerk or designated agent shall, upon presentation of the registration certificate, issue a duplicate of such tag without a charge.

(e) It shall be unlawful for any person to take off or remove the City registration tag from any dog belonging to another, or remove the strap or collar to which the same is fastened.

**2-123. SAME; COUNTERFEIT TAG.** It shall be unlawful for any person to place on any dog a tag issued for any other dog or to make or use any false, forged or counterfeited tag or imitation thereof.

**2-124. IMPOUNDMENT; RECORD; NOTICE; REDEMPTION; MINIMUM FEE.**

(a) Any companion or domestic animal found in violation of the provisions of this article shall be subject to impoundment by the City.

(b) A record of all dogs impounded shall be kept by the City containing a physical description of the animal, registration number (if any) and the date of impoundment.

(c) If the animal impounded has a current registration tag attached to it or if the staff of the city pound knows the owner of the animal by other means, every reasonable attempt shall be made to contact the owner as soon as possible or at least 24 hours before such animal is disposed of by destruction, sale or adoption. If, after a minimum of three full days of custody during which the public has clear access to inspect and recover the animals through time periods ordinarily accepted as usual business hours, the city pound staff has been unable to locate the owner, or the owner, upon having been located, fails to redeem or claim the animal, then the animal may be euthanized, sold to or adopted by another person.

(d) If at any time within the impounding period, the owner of an impounded animal does appear to redeem the animal, it shall be turned over to the owner upon payment of the impoundment fee or penalties plus the actual cost of impoundment, and upon compliance with the registration and immunization provisions of this article. This subsection shall not apply to any animal alleged as being vicious under section 2-114, quarantined for rabies observation under section 2-117, or being held as evidence for court regarding a violation of this chapter.

(e) The minimum impoundment fee shall be established in the fee schedule set out in Article 9 of Chapter 1.

(f) Impoundment hereunder shall not preclude any court from imposing and executing any fine which might otherwise be levied under this article for violation of any of the provisions thereof; nor shall impoundment be a defense in any prosecution commenced hereunder.

**2-125 CONFINEMENT OF DOGS IN HEAT.** Any unspayed female dog in the stage of estrus (heat) shall be confined during such period of time in a secure enclosure, and the area of enclosure shall be so constructed that no other dog or dogs may gain access to the confined animal except for purposes of planned breeding. Any female dog that is in the state of estrus (heat) and that is not properly confined, or any such dog that is creating a neighborhood nuisance, may be impounded by an animal control officer or law enforcement officer. All expenses incurred as a result of the impoundment shall be paid by the owner or harborer.

**2-126 EXOTIC ANIMALS.**

(a) It shall be unlawful for any person, partnership, organization, association, business firm or corporation to keep, maintain, harbor or have in control within the city any exotic animal.

(b) The prohibitions of this section shall not apply to zoos, circuses, carnivals, pet shops, educational institutions, or medical institutions, if:

- (1) Their location conforms to the provisions of the zoning ordinance of the City and any required permits have been obtained from the city; and
- (2) All animals and animal quarters are kept in a clean and sanitary condition so maintained as to eliminate objectionable odors; and
- (3) Animals are maintained in quarters so constructed as to prevent their escape.

**2-127 DOMESTIC ANIMALS.**

(a) It shall be unlawful for any person, partnership, organization, association, business, firm or corporation to own, harbor or maintain any domestic animal within the city without possession of a current valid permit issued by the City of Dodge City which designates the type and number of domestic animals which may be maintained and the location at which they may be kept.

(b) Permits must be renewed on an annual basis and are not transferable.

(c) It shall be unlawful for the owner or harborer of any domestic animal within the City to fail to display a current permit upon request of any animal control officer or law enforcement officer.

(d) The prohibitions of this section shall not apply to animals temporarily housed at bona fide sale barns, veterinarian offices or hospitals, or other agricultural

business or temporarily within the City to participate in fairs, shows, rodeos or other demonstrations, contests or displays.

**2-128 KENNELS.**

(a) It shall be unlawful for any person, partnership, organization, association, business, firm or corporation to operate or maintain any kennel within the City without possession of a current valid permit issued by the city of Dodge City which designates the number of dogs which may be maintained and the location at which they may be kept.

(b) Permits must be renewed on an annual basis and are not transferable.

(c) It shall be unlawful for the owner or operator of any kennel which the city to fail to display a current permit upon request by an animal control officer or any law enforcement officer. (ORD. NO.3387)

**ARTICLE 2.  
PENALTIES**

**2-200 PENALTY.**

(a) Persons convicted of a violation of this chapter shall be punished by a fine not to exceed \$1000.00, or by imprisonment for no more than 180 days, or by both such fine and imprisonment, except those in violation so Section 2-107 Cruelty to Animals or 2-108 Tethering.

(b) Any person convicted of a violation of Section 2-107 Cruelty to Animals or 2-108 Tethering, shall be punished by a fine not to exceed \$2,500 or by imprisonment for no more than one year, or by both such fine and imprisonment. (ORD. NO. 3387)

**ARTICLE 3.**

**KEEPING OF BEES**

**2-301 GENERAL PROVISIONS**

**PURPOSE.** The purpose and objective of the chapter are as follows:

1. To allow the keeping of bees within the City Limits in zones other than Agricultural Zoned areas.
2. To establish regulations and requirements for the keeping of bees.

**ADMINISTRATION:** City staff or other appointed representative shall administer. Implement and enforce the provisions of this chapter.

**DEFINITIONS:**

"Abandoned Hive" includes. But is not limited to, a Colony or Hive and equipment a Beekeeper has ceased to manage, is deserted, not maintained or left unattended.

"Apiary" a Hive or collection of Hives including the immediate area surrounding the Hive.

"Bees" means any stage of the common domestic honey bee. *Apis Mellifera* species.

"Beekeeper" is any person or persons who owns. Operates, maintains, possesses or otherwise controls a Hive or is the owner of property upon which a Hive is situated.

"Colony" is a single managed Colony or Hive consisting of a queen and all life stages to support sustenance and reproduction kept by a Beekeeper and synonymous with Hive.

"Flyover Barrier" is a solid wall, fence, or dense vegetation or combination thereof that provides an obstruction through which Bees cannot readily fly.

"Hive" is where a managed Colony is located. A Hive consists of a managed Bee Colony kept in a structure intentionally provided by the Beekeeper for Bee housing. The Bee housing. The Bee housing structure has movable frames to allow the Beekeeper and inspector complete access to the inner living area of the Colony and its contents for manipulations such as re-queening, viewing, evaluation and sampling.

"Hive Pests" means any agent or characteristic in a Managed Bee Colony or Hive that makes the existence of such Colony or Hive detrimental to the apicultural industry, other neighboring apiaries, the environment, or public safety by being kept in a manner as to contain any unhealthy conditions or be a source of Bee Pests which include but is not limited to disease, parasites, fungi, foulbrood, bacteria, microsporidia, virus, insect, nematode, mites, or other organisms that damage Bees or Bee products.

"Neighboring Dwellings" means a place where a person resides and may include, but is not limited to, the following: any part of an attached home, unattached residential office, unattached garage, mobile home, guest home, condominium or apartment.

"Undesirable Bee Behavior" is any behavior exhibited by Bees from a Hive that may result in harm to others.

Undesirable Bee Behavior includes, but is not limited to, characteristics of Africanized Bees guarding a larger territorial perimeter around the Hive in greater numbers than is typical of European Bees, responding to minimal or no provocation into over-defensiveness, aggressiveness, repeated swarming, unpredictability, reactivity, and agitation during, but not limited to, Hive inspection. Bees foraging on flowering vegetation is considered normal And desirable.

2-302

## PROHIBITION

It shall be unlawful for any person to place, establish, or maintain any Hive, box, stand or Apiary or keep any Bees or upon any premises within the city limits unless the Bees are kept in accordance with the provisions of this article.

2-303

## STANDARDS AND REQUIREMENTS

(a) Registration and Permit. Beekeepers shall register the number of Hives and the location of each Hive on the permit application. After submitting all required information, the City will issue a revocable license to the Beekeeper. An initial permit fee shall be Fifty Dollars (\$50.00).

(b) Distance Restrictions. Hives must be located at or greater than the following distances:

1. 50 feet from Neighboring Dwellings
2. 40 feet from any public road or sidewalk.
3. 40 feet from any public park or school.

(c) Flyover Barrier. Beekeepers must maintain an adequate Flyover Barrier of at least six (6) feet in height to Shield any part of a property line and creating a perimeter Around the Hive.

(d) Water Supply Required. Beekeepers shall maintain an Adequate and accessible supply of fresh water available at all times.

(e) Number of Hives. No more that (2) Hives shall be maintained on any property.

(f) Undesirable Hives. No Beekeeper shall own or operate a Hive that exhibits Undesirable Bee Behavior, contains Hive Pests or is an Abandoned Hive.

(g) Signage. Beekeepers must install and maintain a sign, no less than 5 inches by 3 inches, located at each pedestrian gate, indicating the keeping of bees on the property.

2-304.

## **VIOLATIONS AND PENALTY**

Any violation of any provision of this Ordinance shall be a Misdemeanor and punishable by a fine not to exceed Five Hundred Dollars (\$500.00) or by imprisonment for not more Than six (6) months. Each day of violation after Notification shall constitute a separate offense. Nothing Contained herein shall prevent the City from taking such Other lawful action as necessary to prevent or remedy any violation. (Ord. #3668)

## **ARTICLE 4.**

### **PIT BULL DOGS**

2-401.

WHEREAS, Local governmental bodies possess broad powers to regulate the ownership and possession of dogs within the community; and

2-402.

### **DEFINITIONS.**

The following words and phrases when used in this ordinance, shall have the meanings respectively, ascribed to them:

(1) "Enforcement Authority" means the City Manager, Chief of Police, Animal Control supervisor and their respective designees.

(2) "Pit Bull Dog" is defined to mean any and all of the following dogs:

- (a) The Staffordshire bull terrier breed of dog;
- (b) The American Staffordshire terrier breed of dogs;
- (c) The American Pit Bull Terrier breed of dog;
- (d) Any other breed commonly known as Pit Bull, Pit Bull Dog, or Pit Bull Terrier;
- (e) Dogs which have the appearance and characteristics of being predominantly of the breed of dogs known as Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier or a certified DNA test stating that the dog is less than 51% of the above breeds.

2-403.

### **SPECIAL REGULATIONS.**

Pit bull dogs located within the city limits must be lawfully registered with the City of Dodge City in full compliance with the provisions of this Ordinance. Pit Bull dogs may be kept within the city limits only upon strict compliance with the standards and requirements set forth in Section 4.

2-204

**Standard and Requirements**

The keeping of a pit bull dog in the City limits shall be subject to the following mandatory requirements, in addition to compliance with all other state and local laws and regulations including the provisions of Section 2-114 of this Chapter 11:

(a) Leash Requirement Outside of Pen. No person shall permit a pit bull dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than six (6) feet in length and a properly sized. No person shall permit a pit bull dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless an adult physically capable of controlling the dog is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, or buildings.

(b) Confinement. (1) All pit bull dogs must have a fenced in yard or dog kennel while outside, unless walked by owner on a secure leash. They shall never be tethered. Anyone in violation of breeding a pit bull in the city limits will pay a fine of \$500.00 and have puppies taken into custody by animal control and rights to them revoked.

(d) Microchipping. All pit bull dogs, at owners expense, shall have an identification microchip implanted in the dog which is compatible with city detection equipment. Such microchipping shall be accomplished by a licensed veterinarian or by the Dodge City Animal Shelter as part of the special permitting process.

(e) Special Collar. All pit bull dogs shall be required to wear a special designated numbered collar at all times when not confined indoors. The collar shall be visible on the dog when it is in a kennel or pen, or on a leash. The collar shall be one issued by the City during the special permit process. If the numbered collar is lost, stolen or damaged to the extent the number is not easily visible, the owner must immediately purchase a replacement collar from the city.

(f) Spayed or Neutered. All owners at the time of application for permit shall provide proof that the pit bull has been spayed or neutered.



# Memorandum

**To:** City Commission and Nick Hernandez, City Manager  
**From:** Melissa McCoy, Assistant City Manager / Public Affairs and Roxana Arjon, Administrative Intern  
**Date:** April 17, 2023  
**Subject:** Approval of Amended Cultural Relations Advisory Board Resolution  
**Agenda Item:** Ordinances and Resolutions

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**Recommendation:** Staff recommends approval of Resolution 2023-15 for the Cultural Relations Advisory Board.

**Background:** The Cultural Relations Advisory Board (CRAB), recommended Resolution 2010-19 be amended to include two additional representatives on the board: one representative from Catholic Charities of Southwest Kansas and one at-large representative. At the March CRAB meeting, staff presented to the board the attached resolution for their review and approval. The Board unanimously voted in favor of the proposed changes to the resolution 8-0 with one member absent.

**Justification:** The proposed changes come at the recommendation of the board and would provide additional, valuable knowledge on the needs of the city's refugee and immigrant populations.

**City Commission Options:**

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

**Financial Considerations:** None

**Purpose/Mission:** Working with Boards and Commissions fulfills the City's mission statement: "Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future."

**Legal Considerations:** City Legal Counsel has reviewed the resolution and did not have any changes.

**Attachments:**  
Resolution 2023-15

RESOLUTION NO. 2023-15

A RESOLUTION AMENDING RESOLUTION NO. 2010-19 FOR THE PURPOSE OF ADDING ADDITIONAL REPRESENTATIVES TO THE CULTURAL RELATIONS ADVISORY BOARD.

WHEREAS, on June 21<sup>st</sup>, 2010, the Governing Body of the City of Dodge City adopted Resolution 2010-19, which created and established a City appointed Cultural Relations Advisory Board to act in an advisory capacity to the Governing Body of the City, and as otherwise requested, to insure the implementation of the purposes therein; and

WHEREAS, Dodge City continues to consist of a diverse and dynamic population, representing several major ethnic groups; and

WHEREAS, the principals of representative democracy require that the interest of all people be heard and considered in the establishment and administration of ordinances and policies, and in the general governing of the City; and

WHEREAS, Catholic Charities of Southwest Kansas plays an important role in serving refugee and immigrant community members; and

WHEREAS, having an additional at-large member would allow greater representation from the general public; and

WHEREAS, it is the policy of the City of Dodge City to promote and foster goodwill, and through cooperation and conciliation among all groups and segments of the population, to eliminate and prevent within its boundaries discrimination, segregation or separation because of race, color, national origin or ancestry.

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Dodge City, Kansas:

Resolution No. 2019-10 is hereby amended and restated in its entirety and shall provide as follows:

SECTION I. That it is advisable, desirable, and will be to the overall benefit of the City of Dodge City, Kansas, to create and establish a City appointed Cultural Relations Advisory Board, (hereinafter referred to as "The Board") which shall act in an advisory capacity to the Governing Body of the City, and as otherwise requested, so as to ensure the implementation of the purposes herein below set forth.

BE IT FURTHER RESOLVED that:

1. The purpose of the Cultural Relations Advisory Board is to advise the City Commission related to or affecting minority communities within Dodge City, to monitor the policies

and practices of the City of Dodge City to issue fair and equitable application, and to act as a resource for intercultural awareness, education, and celebration among all people.

2. That the members shall be composed of eleven representatives, appointed for three (3) year terms by the Mayor of the City with the advice and consent of the City Commission, provided that when initial appointments are made, three (3) shall be for terms which expire January 31, 2011; three (3) shall be for terms which expire January 31, 2012; and three (3) shall be for terms which expire January 31, 2013. The two additional appointments shall be for three (3) year terms, provided that when initial appointments are made, one (1) shall be for a term which expires January 31, 2025; and one (1) shall be for a term which expires January 31, 2026. Thereafter, all appointments shall be for three (3) years.
3. Membership on the Board will be represented from each of the following:
  - Cargill Meat Solutions – One (1) representative
  - National Beef Packing – One (1) representative
  - Dodge City Ministerial Fellowship – One (1) representative
  - United Way of Dodge City – One (1) representative
  - USD #443 – One (1) representative
  - Dodge City Community College/Adult Learning Center – One (1) representative
  - United Methodist Western Kansas Mexican American Ministries – One (1) representative
  - Dodge City Area Chamber of Commerce – One (1) representative
  - Catholic Charities of Southwest Kansas – One (1) representative
  - At large – Two (2) representatives.
4. Organizations and groups that represent cultural relations interests will be included on the agenda of the monthly meetings.
5. The Board shall convene in a place and time designated by a vote of the members. At such meeting, the Board shall elect a chairperson for an initial term which expires January 31, 2011, and thereafter for a term of one (1) year, and may elect other officers, adopt bylaws, and determine the time and place for future meetings. A quorum shall consist of six (6) members.
6. The City Manager shall appoint a staff representative to the Board. The staff representative shall assist the Board in the performance of its duties, keep a record of the proceedings of the Board, and notify members of the date, time, and place of meetings of the Board.
7. The Board shall act in an advisory capacity and its function shall be to further amicable relations among the various segments of the population which comprise the City of Dodge City; to help preserve and further the good name of the City for tolerance and fairness and to promote better relations among its people; to help make it possible for each citizen to develop talents, abilities, and opportunities without limitations. The Board shall advise the Governing Body on problems affecting human and intergroup

relations; may make studies, surveys, and investigations to provide accurate data for orderly and constructive community development and recommend such measures that are deemed necessary to carry out such recommendations; consult with and coordinate efforts among agencies, both public and private, such as local businesses, schools, law enforcement agencies, social welfare organizations, youth and senior groups, and other similar groups which function in the field of human relations. The Board may utilize the resources of individuals and groups towards the improvement of intergroup relations, enlist all potential community forces in an effort to make more secure and to extend democratic rights, opportunities and practices, and influence and encourage community support for educational programs and appropriate legislation designed to combat those misconceptions, prejudices, and untruths which tend to set group against group, reduce tensions created by ignorance and bigotry, and eliminate discriminatory practices arising from prejudice. The Board may recommend to the Governing Body human relations policies, procedures, and programs.

8. The Board, with the prior approval of the Governing Body, may expend funds, may accept contributions from any persons or governmental unit to assist in their efforts, and may enlist the cooperation, including the financial assistance of private, charitable, religions, labor, civic, or benevolent organizations for the purposes set forth. All funds shall be received and disbursed in the name of the City of Dodge City, Kansas. A budget provision for such receipts and expenditures shall be made part of the City's operating budget.
9. The Board shall report and make recommendations to the Governing Body of the City of Dodge City at regularly scheduled meetings of the Governing Body not less than twice each calendar year commencing in 2011.

SECTION II. That this resolution shall be effective on the date approved and adopted below.

APPROVED AND ADOPTED by the Governing Body of the City of Dodge City, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Michael Burns, Mayor

ATTEST:

\_\_\_\_\_  
Connie Marquez, City Clerk



# Memorandum

**To:** City Commission and Nick Hernandez, City Manager  
**From:** Melissa McCoy, Assistant City Manager / Public Affairs and Roxana Arjon, Administrative Intern  
**Date:** April 17, 2023  
**Subject:** Approval Cultural Relations Advisory Board Bylaws  
**Agenda Item:** New Business

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**Recommendation:** City staff and the Cultural Relations Advisory Board (CRAB) recommend approval of Bylaws for the Cultural Relations Advisory Board.

**Background:** CRAB was formed on June 21, 2010 when the City Commission adopted Resolution No. 2010-19 to form the Cultural Relations Advisory Board. The purpose was to advise the Commission and City Administration on issues affecting minority populations within Dodge City. When the board was established, the Cultural Relations Advisory Board began work including the International Festival, Strategic Plan for Welcoming and Integration, the Engage Dodge program, and several other projects. However, bylaws had not previously been created. Staff and the CRAB Board developed the attached bylaws and the board unanimously approved them at their March Board meeting.

**Justification:** The proposed bylaws come at the recommendation of the CRAB board and provide basic rules for the board to follow. They create an organizational map of its purposes.

**City Commission Options:**

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

**Financial Considerations:** None

**Purpose/Mission:** Working with Boards and Commissions fulfills the City's mission statement: "Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future."

**Legal Considerations:** Legal Counsel has reviewed the bylaws and their recommendations have been implemented.

**Attachments:** Cultural Relations Advisory Board Bylaws

**Bylaws of the Dodge City Cultural Relations Advisory Board**  
Adopted April 17, 2023.

**ARTICLE I: PURPOSE**

- A. Background.** On June 21, 2010, the City of Dodge City Commission (“Commission” or “Governing Body”) adopted Resolution #2010-19 (the “Resolution”) forming the Cultural Relations Advisory Board (“the Board”). The Resolution provided for formation of the Board for the purpose of advising the Commission regarding issues affecting minority populations within Dodge City.
- B. Purpose.** The purpose of the Board is to advise the City Commission related to or affecting minority communities within Dodge City, to monitor the policies and practices of the City of Dodge City to issue fair and equitable application, and to act as a resource for intercultural awareness, education, and celebration among all people.

**ARTICLE II: COMPOSITION**

- A. Board Members.** The Board shall be composed of eleven (11) members. The makeup of the members shall be as follows:
- Cargill Meat Solutions - One (1) representative
  - National Beef Packing - One (1) representative
  - Dodge City Ministerial Fellowship - One (1) representative
  - United Way of Dodge City - One (1) representative
  - USD #443 - One (1) representative
  - Dodge City Community College/Adult Learning Center - One (1) representative
  - United Methodist Western Kansas Mexican American Ministries - One (1) representative
  - Dodge City Area Chamber of Commerce - One (1) representative
  - Catholic Charities of Southwest Kansas – One (1) representative
  - At large - Two (2) representatives
- B. Staff Representative.** The City Manager shall appoint a staff representative to the Board. The staff representative shall assist the Board in the performance of its duties, keep a record of the proceedings of the Board, and notify members of the date, time, and place of meetings of the Board.
- C. Terms of Office.** Board members shall be appointed for three (3) year terms by the Mayor of the City with the advice and consent of the City Commission. A term shall begin on the first (1<sup>st</sup>) day of February and shall expire at the end of the thirty-first (31<sup>st</sup>) day of January of the appropriate third year of the term. Reappointment shall be allowed for all positions.
- D. Resignation, Vacancies and Attendance.** A Board member may resign at any time by giving written notice to the remaining members of the Board. The notice shall be effective upon the date of receipt, or at a later date indicated in the written notice. A Board member shall immediately cease to be a Board member in the event they no longer meet the qualification requirements in the bylaws. Vacancies shall also occur in case of the death, incapacity, or incarceration of a Board

member. Vacancies on the Board shall be filled in accordance with the provisions of paragraph II C. of these bylaws. All members shall contact the Staff Representative prior to a meeting if they are unable to attend. After two (2) missed meetings, the member will be contacted by the Chair or Staff Representative. Any member who is absent without excuse for three (3) board meetings within one year shall be subject to removal by the Governing Body and the corresponding entity will reappoint a member. At large members will be appointed by the Governing Body.

- E. Officers.** The officers of the Board shall be the Chair and Vice Chair, chosen as follows:
- 1. Time of Election.** At the first organizational meeting and thereafter annually in February of each year, the voting members of the Board shall elect the Chair and Vice Chair from among the members. The Staff Representative shall serve as Secretary for the Board.

**Term.** The Chair and Vice Chair nominated and elected at the initial meeting of the Board shall begin their terms of office immediately upon election. If the office of Chair becomes vacant during the term, the Vice Chair shall become Chair. In the event the office of Vice Chair becomes vacant, the remaining members shall nominate and vote to elect a Vice Chair from among their members to serve the remainder of the term. Elections for Chair and Vice Chair will be held annually in February regardless of when or whether vacancies for those offices were filled during the term.

- 2. Duties of the Chair and Vice Chair.** The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the Board and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a vote of four members, and perform such other duties as are required by these Bylaws, and the resolution(s) of the City of Dodge City creating and/or modifying the composition and charge of the Board. The Chair shall have all the rights and duties enjoyed by any other member of the Board, including the right to make and second motions.

- F. Compensation and Budget.** The members of the Board shall serve without compensation. The Board, with the prior approval of the Governing Body, may expend funds, may accept contributions from any persons or governmental unit to assist in their efforts, and may enlist the cooperation, including the financial assistance of private, charitable, religions, labor, civic, or benevolent organizations for the purposes set forth. All funds shall be received and disbursed in the name of the City of Dodge City, Kansas. A budget provision for such receipts and expenditures shall be made part of the City's operating budget.

### **ARTICLE III: MEETINGS**

- A. Date and Time of Regular Board Meetings.** The Board shall convene in a place and time designated by a vote of the members. Meetings may be held in person, by email, by telephone, or similar electronic method agreed upon by the majority of the Board. At such meeting, the Board may determine the time and place for future meetings. A quorum shall consist of six (6) members. Notwithstanding the foregoing, any regularly scheduled meeting of the Board may be canceled by majority vote of the Board or, for lack of business or a quorum, by the Chair or Staff Representative.

- B. Special Board Meetings.** Special meetings of the Board may be called by the Staff Representative upon the Staff Representative's determination a need exists to hold a special meeting in order for the Board to fulfill its purpose and perform its duties and functions.
- C. Agendas.** The Staff Representative shall prepare, post, and otherwise give notice of the agenda for each meeting of the Board to the members.

#### **ARTICLE IV: CONDUCT OF MEETINGS**

- A. Order of Business.** The regular order of business of the Board shall be:
  - 1. Call to order and roll call.
  - 2. Public comment on items not on the Agenda.
  - 3. Approval of the minutes of the previous meeting.
  - 4. Consideration and action on Agenda items.
  - 5. Board member reports/comments.
  - 6. Adjournment.
- B. Recording of Meetings.** Any meeting of the Board, other than a closed session, may be recorded by any person, unless the Board determines that such recording could constitute a disruption of the proceedings.
- C. Presentations to the Board.** Organizations and groups that represent cultural relations interests will be included on the agenda of the monthly meetings. Any person desiring to address the Board shall be requested, when recognized by the Chair, to give their name and address to facilitate preparation of the minutes, although no persons shall be denied recognition or denied the opportunity to speak solely because they decline to state their names and addresses. The Chair may, in the interest of facilitating the business of the Board, set reasonable time limits for oral presentation. The Chair may require Persons to submit written testimony in lieu of oral testimony if the Chair determines that a reasonable opportunity for oral presentations has been provided. The Chair may continue discussions of public comments to a later date to allow a reasonable time for such discussion to occur.
- D. Recordation of Board Actions.** All official actions or decisions by the Board shall be entered in the Board minutes kept by the Staff Representative. The vote or votes of Board members on every question shall be recorded.

#### **ARTICLE V: VOTING AND QUORUM**

- A. Roll Call Vote.** A roll call vote may be required for voting upon any motion of the Board, at the discretion of the Chair.
- B. Inaudible Votes.** Any member present who does not vote in an audible voice shall be recorded as voting "aye." Members may abstain from voting if the member has recused himself or herself from participating due to a conflict of interest, in which case the member shall not be present in the meeting room during the discussion and action on the item.
- C. Quorum.** A quorum shall consist of six (6) members.

- D. Number of Votes Required for Action.** No action or recommendation of the Board shall be valid and binding unless a quorum is present, and the action is approved by a majority vote of the Board members actually present at the meeting. Each member shall have one vote. No votes may be cast by proxy. Tie votes shall be considered as a denial of the motion.
- E. Voting Affected by Conflict of Interest.** No member shall participate in any discussion or voting if doing so would constitute a conflict of interest. Notwithstanding the foregoing, if a quorum cannot be achieved because conflicts of interest exist that prevent members from discussing or voting on the matter, and the conflicts are such that an insufficient number of non-conflicted members will be available to vote at a later date even if the matter is continued, then the matter shall not be continued and members having conflict(s) of interest shall be selected by lot until a quorum is obtained.
- F. Motion to Reconsider.** The Board may reconsider a matter during the meeting at which the vote was taken, provided all members who were present when the matter was discussed and voted upon are still present and provided further that the motion to reconsider is made by a member who voted with the prevailing side. A motion for reconsideration shall have precedence over every motion except a motion to adjourn. A final vote on any matter may also be placed on the agenda for reconsideration by the Board upon motion of any member at any later meeting. When the Board approves a motion for reconsideration, the Board may, in its discretion, reconsider the matter immediately or at a later date.

#### **ARTICLE VI: BYLAWS AMENDMENT**

These Bylaws may be amended only with the approval of the Board and to the extent not inconsistent with any applicable federal, state, or local law.



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** April 17, 2023  
**Subject:** Approve GMP Earthwork Supplemental for the Expansion of the S. WWTP from UCI  
**Agenda Item:** New Business

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**Purpose:** Approval GMP (Guaranteed Maximum Price) Earthwork Supplemental for the expansion of the south WWTP.

**Recommendation:** Approve the proposed GMP Earthwork Supplement from UCI for the expansion of the South WWTP in the amount of \$7,256,549.86.

**Background:** With Hilmar Cheese development along with additional growth of the city and Industrial users, the existing South WWTP will be beyond its design capacity for treatment. One of the phases of the expansion is the earthwork needed for the construction of anaerobic, aerobic, and facultative lagoons. This is the first phase that needs to be completed before any of the actual expansion work can begin. As staff, PEC, and UCI were reviewing plans for the expansion, it became evident to keep the project on schedule, the earthwork package would need to fall under UCI's GMP instead of a stand-alone package. With that, once the plans were to a stage that they were submitted to KDHE for approval, UCI requested quotes from three dirt contractors based off those plans. UCI received quotes from MJE LLC, Bergkamp Construction Co. Inc., and Stoppel Dirt, LLC.

The Quotes were as follows.

- MJE, LLC. - \$7,256,549.86 with a budgetary dollar amount for bentonite of \$3,117,840.00
- Bergkamp Const. Co. Inc. - \$7,921,296.00 with a budgetary dollar amount for bentonite of \$4,440,800.00
- Stoppel Dirt, LLC - \$20,678,576.61 with a budgetary dollar amount for bentonite of \$3,833,585.00

The budget numbers were requested from each contractor in case bentonite was required to "seal" the sides and bottom of the facultative lagoons. In the previous expansion the clay content of the existing soil was such that bentonite did not have to be added to "seal" the facultative lagoons. Since the new lagoons are being constructed adjacent to the existing lagoon, we believe that bentonite will not be required to "seal" the facultative lagoons.

PEC's estimate for the Earthwork Package as stated in the Preliminary Engineering Report to KDHE was \$11,601,000.00.

By approving the GMP Earthwork Supplement, UCI will be able to have MJE, LLC start construction on the earthwork phase of the project. This will allow UCI to start on the most time critical pieces of the expansion, paving of the anaerobic and aerobic lagoons, piping to the lagoons, etc.

## City Commission Options:

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

**Financial Considerations:** The GMP Earthwork Supplemental amount is \$7,256,549.86. Funding will come from the State Revolving Fund.

Amount \$: \$7,256,549.86

Fund:

Budgeted Expense     Grant     Bonds     Other    SRF

**Legal Considerations:** This supplement will be added to the UCI's GMP Contract.

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

**Attachments:** Letter from UCI outlining construction of the Earthwork Package.

**Approved for the Agenda by:**

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

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Ray Slattery, PE, Dir. of Engineering Services



March 30, 2023

Ray Slattery, PE  
Director of Engineering Services  
Dodge City, Ks.

**Reference: City of Dodge City Package 1 - Earthwork PEC Project No. 35-210263-001-1009**

Ray,

Utility Contractors, Inc. (UCI) is pleased to submit the following proposal for your review and consideration of the above-referenced project.

**Scope of work:**

UCI will provide Labor, supervision, construction equipment, materials, and subcontractors for the construction of Package 1 – Earthwork per the above plans and specs dated 2-20-23 and the following notes:

- Permeability Testing is included at 1 test per acre for clay liner.
- Price includes topsoil stripping for the Anaerobic, Aerobic, and Facultative Cells 5 & 6. Topsoil to be stockpiled to be placed on the backslopes of lagoons.
- Excavation & compaction in all lagoons includes labor and equipment for excavation and compaction of the anerobic, aerobic and facultative cells 5 & 6. The quantity includes over excavation of facultative lagoons 5 & 6 for placement of Clay Liner. Slopes of Facultative lagoons will be over excavated 12". Floors of Facultative lagoons 5 & 6 will be over excavated 6". Over excavation material to be stockpiled within 1500' of lagoons.
- 12" Clay Liner in Facultative Lagoon includes labor and equipment to haul, place, and compact up to 12" of clay liner in the facultative lagoons. For the pond bottoms, 6" of clay liner will be disc and packed in place. The remaining 6" for the pond bottoms will be hauled in, placed, and compacted in 6" lifts. For the pond slopes, 12" of clay liner will be hauled in, placed, and compacted in 6" lifts. Our dirt subcontractor is willing to build test pads and test clay permeability at no cost to the City of Dodge City to utilize onsite materials and eliminate the need of bentonite. For information purposes, bentonite additive budget is provided separately at the bottom of this quote.



- Topsoil return includes 8" for the Anaerobic, Aerobic, and Facultative Cells 5 & 6. Topsoil to be placed on all backslopes, inslopes of facultative lagoons, and east roads of the facultative lagoons.
- Road Base includes labor, and equipment to haul & place 4" asphalt millings on the facultative lagoons entrance road, west road around each facultative lagoon, and connecting road between the facultative lagoons. Asphalt milling to be available from the City at no charge.
- Storm Sewer piping - 140' of 18" & 24" RCP.
- Concrete Paving – 193 SY of 6" paving on 6" crushed rock base.
- Erosion Control consists of 20,000' of silt fence & 28ea. ditch checks.
- 148,135 SY Erosion Mat Curlex Seeding on backslopes of the anaerobic, aerobic, and facultative cells 5 & 6.
- 23,125 SY of Erosion Mat TRM w/Curlex seeding on the top 18.5' of the inside slopes of facultative cells 5 & 6.
- Seeding of disturbed areas
- Budget pricing for Bentonite Additive. This is a BUDGET ONLY price. Budget includes material, freight, labor, and equipment to mix 4% bentonite added to clay material in Item 5. The Geotech report is unclear on the boring testing done for the facultative lagoon's location. These recommendations will need to be revisited before construction. The large quantity of bentonite required based on the size of the facultative lagoons is not going to be available in the timeframe of this project from a single vendor. Material will be railed from Wyoming and offloaded to pneumatic trucks for delivery to the project site in Dodge City, KS. Freight costs are very volatile so budgeted only at this time.
- No temporary seeding included. Add \$1700.00/acre if needed.
- UCI includes construction surveying. UCI does not include a licensed surveyor.
- Testing of concrete and dirt will be by others.
- No seepage testing is included other than the permeability testing.
- 12" WWTP piping will be PVC C900 DR18 with restrained joint fittings
- Owner to supply all water for the purpose of construction. Contractor is responsible to get water to the site for construction.
- Quantities are based on takeoffs of current design.
- Issues related to the pandemic that affect delivery of materials, supply chain disruptions, or rate of production shall be allowed to be coordinated during the construction process.
- Force Majeure: Neither party to this Agreement will be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, pandemic, epidemic, acts in compliance with any law, regulation or order (whether valid or invalid) of the U.S.A. or any state thereof or any other domestic or foreign government body or instrument thereof having jurisdiction in the matter. Delay occasioned thereby will not be considered a breach of this Agreement. Issues related to force majeure that affect delivery of materials, supply chain disruptions, or rate of production shall be allowed to be coordinated during the construction process.



## Proposal Pricing

Item No.	Description	Quantity*	Unit	COST	
				Unit Price	Total
1	Mobilization	1	LS		\$360,000.00
2	Earthwork	1	LS		\$5,522,154.86
3	Erosion Control	1	LS		\$914,395.00
4	Pipe Work	1	LS		\$460,000.00
5	Bentonite Adder (Budget Only Price)	11810	TN	\$264.00	\$3,117,840.00
	<b>Total Price</b>				\$10,374,389.86

UCI  
Walter D. Marcotte  
VP Estimating



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** April 17, 2023  
**Subject:** Approve KDOT Agreement for US 50 Mill & Inlay, 029 U-2463-01, ST 2207  
**Agenda Item:** New Business

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**Purpose:** Approve KDOT's (Kansa Department of Transportation) Agreement for mill & inlay of US 50 inside the City Limits.

**Recommendation:** Approve the Agreement with KDOT for the Mill & Inlay of US 50 inside the City Limits.

**Background:** In March of 2022 the City submitted a City Connecting Link Improvement Program (CCLIP) Pavement Preservation project to KDOT for the mill & inlay of US 50 from the west City Limits to the Barbara Ln. East & US 50 intersection, omitting the portion that was recently reconstructed with the Gary Ave. & US 50 intersection widening project. The project will provide a 1 ½" mill and a 2" asphalt inlay of the driving lanes on US 50.

The last surface preservation on this stretch of US 50 through town was completed in 2014 and has reached the end of its service life. This is a major corridor on the north side of town that sees heavy trucks and vehicular traffic.

This project has been selected for funding as part of KDOT's State Fiscal Year (SFY) 2024 CCLIP. KDOT's SFY 2024 runs from July 1, 2023, to June 30, 2024. KDOT will be responsible for Participating Costs of Construction and Construction Engineering, not to exceed \$400,000. The City will be responsible for funding the remainder of the project. It is estimated that the City's share will also be approximately \$400,000. With the CCLIP Program, the City, as a Local Project Administrator (LPA), can design, bid, and administer the project. Once the project is completed and approved by KDOT, KDOT will then reimburse the City, KDOT's share of the project cost. We plan to bid the project in the third quarter of 2023. Construction will most likely take place in 2024.

**City Commission Options:**

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

**Financial Considerations:** By signing the Agreement, the City will be responsible for payment of the project above KDOT's Share of \$400,000. Funding will come from the Street Sales Tax Fund.

Amount \$: N/A

Fund:

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** The City Attorney has reviewed the KDOT Agreement.

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

**Attachments:** Agreement No. 053-23 from KDOT for the 029 U-2463-01 (US 50 Mill & Inlay) Project.

**Approved for the Agenda by:**

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

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**Ray Slattery, PE, Dir. of Engineering Services**

PROJECT NO. 029 U-2463-01  
CCLIP (SP) RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF DODGE CITY, KANSAS

## A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Dodge City, Kansas** (“City”), **collectively**, the “Parties.”

### RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on US-50, a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

**NOW THEREFORE**, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
  2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
  3. **“City”** means the City of Dodge City, Kansas, with its place of business at P.O. Box 880, 806 N. 2<sup>nd</sup> Avenue, Dodge City, KS 67801.
  4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway;
- CCLIP (SP) Master – City Let (Rev. 10.01.2021)

(3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary's designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for US-50, from the west city limits to the beginning of new pavement west of Fairway Drive (Project No. KA-4047-01), excluding new pavement area to the east and west of the US-50 and Gary Avenue intersection (Project No. KA-5150-01), in Dodge City, Kansas, and is the subject of this Agreement.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

**ARTICLE II**

**FUNDING:**

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	85% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000.00.
City	15% of Participating Costs of Construction and CE until Secretary’s funding limit is reached.  100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached.  100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments  100% Non-Participating Costs.

**ARTICLE III**

**SECRETARY RESPONSIBILITIES:**

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

**ARTICLE IV**

**CITY RESPONSIBILITIES:**

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or Non-Participating by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City will prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it will not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. The Eligible/Participating bid items must be shown separated and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

- (a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from

KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*) (ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City will provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE V

### GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement regarding portions of US-50 existing within the Dodge City city limits which is still valid and in effect as of the Effective Date. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during Construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment, Rev. 01.24.2023** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into, and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

***The signature pages immediately follow this paragraph.***

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF DODGE CITY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Greg M. Schieber, P.E. (Date)  
Interim Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ATTACHMENT**

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

**CLARIFICATION**

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **ASSURANCE APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Tanner Rutschman, PE, City Engineer  
**Date:** April 17, 2023  
**Subject:** Asphalt Street Projects, ST 2301  
**Agenda Item:** New Business

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**Purpose:** The purpose of this project is to reconstruct asphalt streets throughout the City. Reconstruction of the selected City streets shall include removal of the existing street pavement, fly-ash sub-grade preparation & construction of new full-depth pavement (asphalt or concrete). A new water main shall be installed on street section where the existing water main is located under the street pavement. The reconstruction of the selected streets will improve the overall condition of the City's asphalt street network.

**Recommendation:** Approve the bid with concrete alternate from Building Solutions, LLC in the amount of \$1,347,807.50 (\$932,857.00 Street & \$414,950.50 Water) to complete reconstruction of asphalt streets and replacement of water mains within the City. The Engineer's estimate for the project was \$1,595,207.50 (\$1,174,050.00 Street & \$421,157.50 Water). Due to the favorable concrete bid, City Staff is also seeking commission approval to extend street reconstruction quantities to fund approximately \$1,750,000 in street reconstruction.

**Background:** The City's 0.50% Street Sales Tax collection started April 1<sup>st</sup>, 2023. Streets reconstructed with this project will be funded solely from proceeds generated via the new 0.50% sales tax.

## Street Reconstruction List:

- Toalson Ave. (Plains St. – Ross Blvd.)
- Shirlane St. (Maralane Ave. – Donedda Ave.)
- Burr Pkwy. (13<sup>th</sup> Ave. – Soule St.)
- 13<sup>th</sup> Ave. (Soule St. – North End)
- Greenwood Ave. (Homewood Ave. – Division St.)
- 12<sup>th</sup> Ave. (Spruce St. – W. Cedar St.)
- W. Cedar St. (14<sup>th</sup> Ave. – 12<sup>th</sup> Ave.)
- E. Spruce St. (Ave. D – Ave. E)
- E. Elm St. (Ave. D – Ave. E)
- 1<sup>st</sup> Ave. (E. Trail St. – RR Tracks)
- W. Market St. (Prospect Ave. – Sunnyside Ave.)

## City Commission Options:

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

## Financial Considerations:

Amount \$: 1, 347,807.50

Funds: Street Sales Tax Fund & CIP Water Fund

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** By approving this bid from Building Solutions, LLC the City will enter a contract with Building Solutions, LLC and be responsible to make payments the Building Solutions, LLC for completed work.

**Mission/Values:** Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

**Attachments:** Bid Tab

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, Dir. Of Engineering Services**

CITY OF DODGE CITY, KANSAS  
 BID TABULATION

PROJECT: 2023 Asphalt Street Projects  
 PROJECT #: ST 2301  
 BID DATE: 02/23/23

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>STREET QUANTITIES</b>					
1	Mobilization	L.S.	1	\$75,000.00	\$ 75,000.00
2	Pavement Excavation	S.Y.	12300	\$12.50	\$ 153,750.00
3	Sub-Grade Repair	C.Y.	100	\$50.00	\$ 5,000.00
4	6" Fly-Ash Treatment	S.Y.	12300	\$10.50	\$ 129,150.00
5	4" HMA Base Course	TON	2812	\$120.00	\$ 337,440.00
6	2" HMA Surface Course	TON	1406	\$120.00	\$ 168,720.00
7	7" Concrete Pavement Patch	S.Y.	516	\$100.00	\$ 51,600.00
8	Traffic Control	L.S.	1	\$40,000.00	\$ 40,000.00
ALT	Concrete Pavement (6")(AE)(NRDJ)	S.Y.	12300	\$58.50	\$ 719,550.00
<b>WATER QUANTITIES</b>					
1	Mobilization	L.S.	1	\$35,000.00	\$ 35,000.00
2	8" (PVC) Water Pipe	L.F.	1697.5	\$65.00	\$ 110,337.50
3	12" (PVC) Water Pipe	L.F.	58.5	\$120.00	\$ 7,020.00
4	6" - 90° MJ Bend	Each	1	\$750.00	\$ 750.00
5	6" Tee (DIP)	Each	1	\$850.00	\$ 850.00
6	6" Gate Valve Assembly	Each	1	\$1,650.00	\$ 1,650.00
7	8" - 45° MJ Bend	Each	8	\$1,000.00	\$ 8,000.00
8	8" Cross (DIP)	Each	2	\$1,450.00	\$ 2,900.00
9	8" Tee (DIP)	Each	2	\$1,250.00	\$ 2,500.00
10	8" x 4" Reducer (DIP)	Each	5	\$750.00	\$ 3,750.00
11	8" x 6" Reducer (DIP)	Each	1	\$900.00	\$ 900.00
12	8" Gate Valve Assembly	Each	18	\$2,400.00	\$ 43,200.00
13	10" x 8" Reducer (DIP)	Each	2	\$1,150.00	\$ 2,300.00
14	12" x 8" Tee (DIP)	Each	1	\$1,850.00	\$ 1,850.00
15	12" Gate Valve Assembly	Each	2	\$4,250.00	\$ 8,500.00
16	Manhole Adjustment	Each	20	\$1,100.00	\$ 22,000.00
17	Water Valve Adjustment	Each	9	\$850.00	\$ 7,650.00
18	5 1/4" Fire Hydrant Assembly	Each	7	\$6,000.00	\$ 42,000.00
19	Blue Poly Service Connection (3/4")	Each	50	\$2,150.00	\$ 107,500.00
20	Blue Poly Service Connection (2")	Each	1	\$2,500.00	\$ 2,500.00
21	QC/QA Testing	L.S.	1	\$10,000.00	\$ 10,000.00

STREET - TOTAL \$ 960,660.00  
 WATER - TOTAL \$ 421,157.50  
 BASE GRAND TOTAL \$ 1,381,817.50  
 TOTAL w/ ALTERNATE \$ 1,595,207.50

UNIT PRICE	CONTRACT AMOUNT
\$43,500.00	\$ 43,500.00
\$5.75	\$ 70,725.00
\$50.00	\$ 5,000.00
\$7.50	\$ 92,250.00
\$0.00	\$ -
\$0.00	\$ -
\$127.00	\$ 65,532.00
\$47,000.00	\$ 47,000.00
\$49.50	\$ 608,850.00
\$20,000.00	\$ 20,000.00
\$62.00	\$ 105,245.00
\$93.00	\$ 5,440.50
\$700.00	\$ 700.00
\$1,000.00	\$ 1,000.00
\$2,650.00	\$ 2,650.00
\$1,000.00	\$ 8,000.00
\$1,800.00	\$ 3,600.00
\$1,530.00	\$ 3,060.00
\$825.00	\$ 4,125.00
\$900.00	\$ 900.00
\$3,500.00	\$ 63,000.00
\$1,175.00	\$ 2,350.00
\$2,350.00	\$ 2,350.00
\$6,600.00	\$ 13,200.00
\$235.00	\$ 4,700.00
\$120.00	\$ 1,080.00
\$10,250.00	\$ 71,750.00
\$1,775.00	\$ 88,750.00
\$3,050.00	\$ 3,050.00
\$10,000.00	\$ 10,000.00

STREET - TOTAL NO BID  
 WATER - TOTAL \$ 414,950.50  
 BASE GRAND TOTAL NO BID  
 TOTAL w/ ALTERNATE \$ 1,347,807.50

BID SECURITY 5%  
 START DATE 6/5/2023

UNIT PRICE	CONTRACT AMOUNT
\$122,000.00	\$ 122,000.00
\$8.00	\$ 98,400.00
\$125.00	\$ 12,500.00
\$14.85	\$ 182,655.00
\$162.30	\$ 456,387.60
\$179.80	\$ 252,798.80
\$160.00	\$ 82,560.00
\$15,365.00	\$ 15,365.00
\$0.00	\$ -
\$99,915.00	\$ 99,915.00
\$116.00	\$ 196,910.00
\$155.00	\$ 9,067.50
\$3,275.00	\$ 3,275.00
\$3,275.00	\$ 3,275.00
\$3,275.00	\$ 3,275.00
\$3,180.00	\$ 25,440.00
\$3,720.00	\$ 7,440.00
\$3,560.00	\$ 7,120.00
\$3,660.00	\$ 18,300.00
\$3,660.00	\$ 3,660.00
\$6,270.00	\$ 112,860.00
\$2,530.00	\$ 5,060.00
\$3,905.00	\$ 3,905.00
\$6,920.00	\$ 13,840.00
\$2,850.00	\$ 57,000.00
\$1,000.00	\$ 9,000.00
\$13,385.00	\$ 93,695.00
\$1,865.00	\$ 93,250.00
\$3,380.00	\$ 3,380.00
\$7,000.00	\$ 7,000.00

STREET - TOTAL \$ 1,222,666.40  
 WATER - TOTAL \$ 776,667.50  
 BASE GRAND TOTAL \$ 1,999,333.90  
 TOTAL w/ ALTERNATE NO BID

BID SECURITY 5%  
 START DATE 8/1/2023



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nathan Littrell, Planning & Zoning Administrator

**Date:** April 17, 2023

**Subject:** Rodeo Hills North Subdivision Plat

**Agenda Item:** New Business

---

**Purpose:** The applicant wishes to plat this property zoned R-2 Residential Medium Density to allow for single-family residential development.

**Recommendation:** It is City Staff's recommendation to approve this plat. On April 11, 2023, the Planning Commission reviewed and voted 5-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

**Background:** The property was annexed into the City on January 8, 2022 and rezoned from R-S Residential Development to R-2 Residential Medium Density on February 21, 2022 with the intent of development single-family residential. This plat meets the City's zoning and subdivision regulations. This plat will allow for 53 single-family residential lots. All of the proposed lots meet R-2 Residential Medium Density zone minimum lot requirements. A detention pond will be placed at the northeast corner of the development and is shown on the plat. The proposed streets and R.O.W. meet City requirements. The Proposed utilities have been reviewed by City staff and are in suitable locations. The plat meets all of our Subdivision Regulations.

**City Commission Options:**

1. Approve
2. Disapprove
3. Disapprove with recommended revisions
4. Table for further discussion

**Financial Considerations:** None

**Legal Considerations:** None

**Mission/Values:** Approving this plat will encourage and support growth and development in our community.

**Attachments:** Plat Application, Map, Plat

**Approved for the Agenda by:**

A handwritten signature in cursive script, reading "Kevin Israel".

Kevin Israel, Development Services & Inspections Director



Case No. 22-14

Date Filed 4/5/23

### Application for Plat Approval

Name of Subdivision Rodeo Hills

General Location North of W Ross Blvd

Name of Property Owner Sunview Development, LLC Phone 580-564-2680 Ext. 3

Address Po Box 1746, Kingston OK 73439

Name of Agent Jay Mauck Phone 580-916-6277

Address Po Box 1746, Kingston OK 73439

Name of Surveyor Pro Stake LLC Phone \_\_\_\_\_

Address 503 N 6th Suit 104, Garden City KS 67846

Subdivision Information:

A. Gross Acreage of Plat 17.67 (Ac.)

B. Number of Lots:

1. Residential 53

2. Commercial \_\_\_\_\_

3. Industrial \_\_\_\_\_

4. Other \_\_\_\_\_

C. Minimum Lot Frontage 65'

D. Minimum Lot Area 8000 SF

E. Existing Zoning \_\_\_\_\_

F. Proposed Zoning R2

G. Public Water Supply Yes  No \_\_\_\_\_

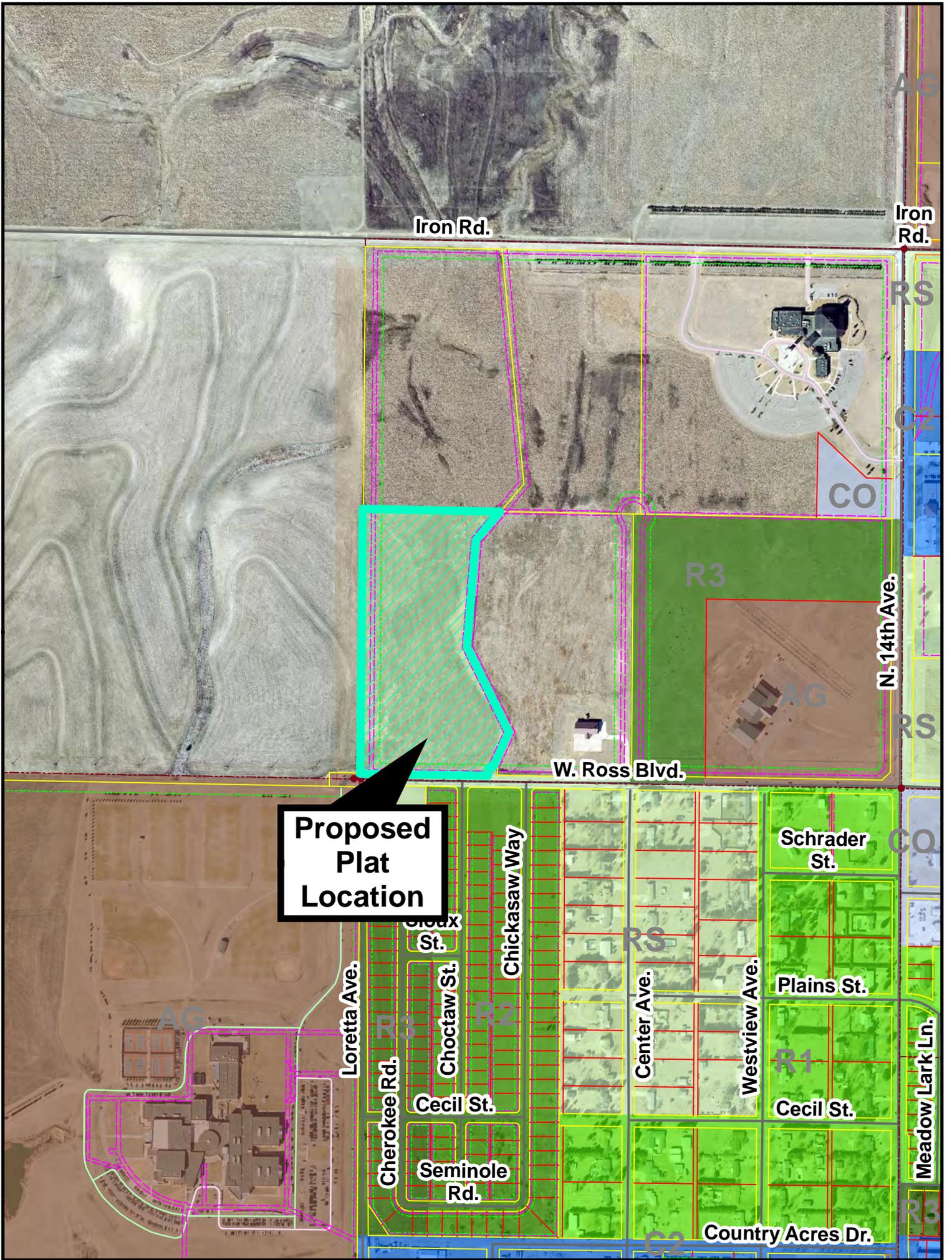
H. Public Sanitary Sewers Yes  No \_\_\_\_\_

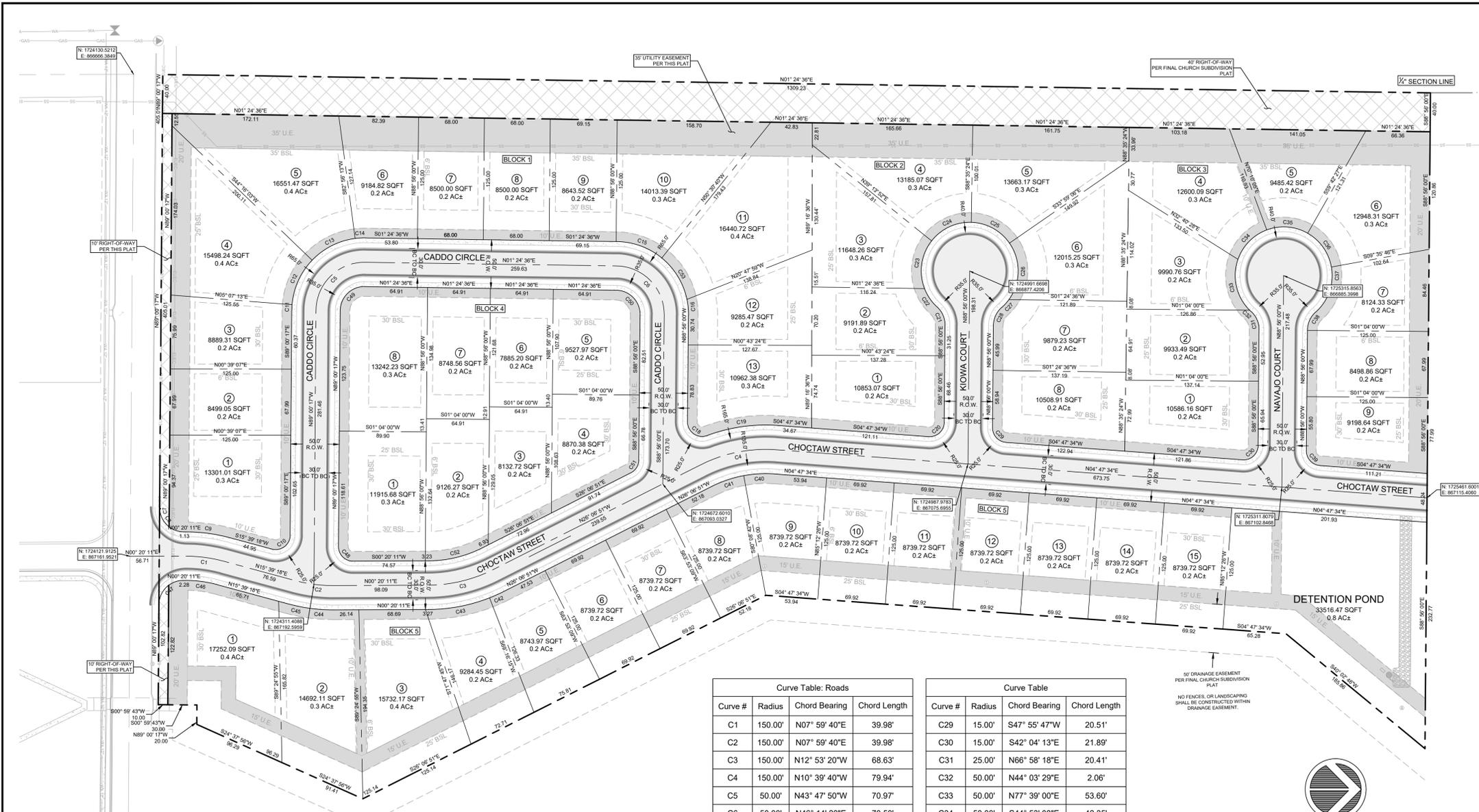
Office Use Only:

Received in the office of the Zoning Administrator on April 5, 2023, together with the appropriate fee of \$200.00

Nathan Litchell Planning & Zoning Admin.  
Name and Title

**Proposed  
Plat  
Location**





**OWNERS CERTIFICATE:**  
 THE UNDERSIGNED, JAY MAUCK, A MANAGING MEMBER OF SV DEVELOPMENT, LLC, HEREBY CERTIFIES THAT THEY ARE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "RODEO HILLS SUBDIVISION" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES:

A PORTION OF THE SE1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE 6TH P.M., CITY OF DODGE CITY, FORD COUNTY, KANSAS, BEING A PORTION OF SCOTSDALE SUBDIVISION AND A PORTION OF COUNTRY ACRES SUBDIVISION, MORE PARTICULARLY DESCRIBED AS:  
 COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 15, THENCE ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 15 S89°00'17"E 317.00 FEET, THENCE S00°59'43"W 31.95 FEET TO THE NORTHEAST CORNER OF LOT 14 OF BLOCK 15 OF SCOTSDALE SUBDIVISION AND THE POINT OF BEGINNING, THENCE S89°00'56"E 660.04 FEET TO THE NORTHEAST CORNER OF LOT 14 OF BLOCK 10 OF SCOTSDALE SUBDIVISION, THENCE S00°20'11"W 2201.17 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF BLOCK 10 OF COUNTRY ACRES SUBDIVISION, THENCE N89°17'31"W 930.59 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF BLOCK 9 OF COUNTRY ACRES SUBDIVISION, THENCE N00°15'28"W 2044.73 FEET TO THE SOUTHWEST CORNER OF LOT 14 OF BLOCK 15 OF SCOTSDALE SUBDIVISION, THENCE S89°12'22"E 291.79 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF BLOCK 15 OF SCOTSDALE SUBDIVISION, THENCE N00°20'11"E 160.30 FEET TO THE POINT OF BEGINNING. THIS DESCRIPTION CONTAINS 46.57 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.  
 THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES, REQUIRED DRAINAGE CHANNELS OR STRUCTURES, HARD AND IMPERVIOUS SURFACES, OR OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V., AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

SUNVIEW DEVELOPMENT, LLC.  
 JAY MAUCK, MANAGING MEMBER  
 STATE OF KANSAS  
 COUNTY OF FORD SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH. IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC  
**THE CITY OF DODGE CITY, KANSAS**  
 CITY APPROVAL  
 STATE OF KANSAS  
 CITY OF DODGE CITY

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "RODEO HILLS SUBDIVISION" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE DAY OF \_\_\_\_\_, 2022, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

THE CITY OF DODGE CITY, KANSAS  
 MICHAEL BURNS, MAYOR  
 CONNIE MARQUEZ, CITY CLERK

STATE OF KANSAS  
 COUNTY OF FORD SS  
 BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH. IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC  
**DODGE CITY PLANNING COMMISSION**

THIS PLAT OF "RODEO HILLS SUBDIVISION" HAS BEEN SUBMITTED TO AND IS HEREBY APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TOM TAYLOR, CHAIRMAN  
 NATHAN LITRELL, SECRETARY

**TRANSFER RECORD CERTIFICATE**  
 THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

DEBBIE COX, FORD COUNTY CLERK

**REGISTER OF DEEDS CERTIFICATE**  
 STATE OF KANSAS  
 COUNTY OF FORD SS  
 THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022  
 IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

Curve Table: Roads

Curve #	Radius	Chord Bearing	Chord Length
C1	150.0'	N07° 59' 40"E	39.98'
C2	150.0'	N07° 59' 40"E	39.98'
C3	150.0'	N12° 53' 20"W	68.63'
C4	150.0'	N10° 39' 40"W	79.94'
C5	50.0'	N43° 47' 50"W	70.97'
C6	50.0'	N46° 14' 20"E	70.50'

Curve Table

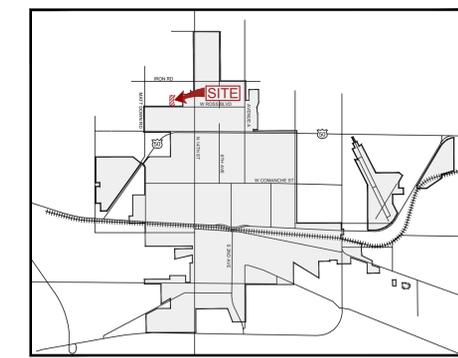
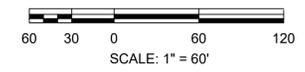
Curve #	Radius	Chord Bearing	Chord Length
C29	15.0'	S47° 55' 47"W	20.51'
C30	15.0'	S42° 04' 13"E	21.89'
C31	25.0'	N68° 58' 18"E	20.41'
C32	50.0'	N44° 03' 29"E	2.06'
C33	50.0'	N77° 39' 00"E	53.60'
C34	50.0'	S44° 53' 08"E	42.35'
C35	50.0'	S05° 13' 49"W	42.36'
C36	50.0'	S55° 20' 54"W	42.35'
C37	50.0'	N70° 10' 12"W	49.13'
C38	25.0'	N64° 50' 19"W	20.41'
C39	15.0'	S47° 55' 47"W	20.51'
C40	125.0'	N02° 31' 52"W	31.87'
C41	125.0'	N17° 59' 05"W	35.35'
C42	175.0'	N23° 25' 18"W	16.44'
C43	175.0'	N10° 11' 47"W	63.98'
C44	175.0'	N07° 59' 45"E	46.65'
C45	175.0'	N07° 59' 45"E	46.65'
C46	125.0'	N07° 59' 45"E	33.32'
C47	15.0'	N62° 26' 23"W	22.36'
C48	15.0'	S45° 39' 57"W	21.33'
C49	25.0'	N43° 47' 51"W	35.48'

Curve Table

Curve #	Radius	Chord Bearing	Chord Length
C7	25.0'	S64° 25' 48"W	22.36'
C8	25.0'	S64° 25' 48"W	22.36'
C9	175.0'	S07° 59' 45"W	46.65'
C10	15.0'	S36° 40' 30"E	23.75'
C11	75.0'	S86° 46' 14"E	5.85'
C12	75.0'	S64° 57' 46"E	50.25'
C13	75.0'	S26° 03' 16"E	49.66'
C14	75.0'	S02° 39' 18"E	10.63'
C15	75.0'	S20° 37' 16"W	49.36'
C16	75.0'	S84° 49' 46"W	16.30'
C17	15.0'	S35° 42' 34"W	24.68'
C18	175.0'	S07° 25' 39"E	74.09'
C20	15.0'	S42° 04' 13"E	21.89'
C21	25.0'	N66° 58' 18"E	20.41'
C22	50.0'	N56° 07' 53"E	22.93'
C23	50.0'	S80° 51' 47"E	49.62'
C24	50.0'	S24° 15' 04"E	45.18'
C25	50.0'	S29° 08' 27"W	44.67'
C26	50.0'	N88° 54' 34"W	57.95'
C27	50.0'	N47° 07' 02"W	11.10'
C28	25.0'	N64° 50' 19"W	20.41'

Curve Table

Curve #	Radius	Chord Bearing	Chord Length
C50	25.0'	N46° 14' 18"E	35.25'
C51	15.0'	S57° 31' 26"E	15.63'
C52	125.0'	S12° 53' 19"E	57.19'
C53	75.0'	S59° 12' 44"W	49.78'



VICINITY MAP  
(not to scale)

**NOTES:**  
 NO EASEMENTS, RESTRICTIONS, RESERVATIONS, SETBACKS, OR OTHER MATTER OF RECORD, IF ANY, AFFECTING THE TITLE OF THIS PROPERTY ARE SHOWN EXCEPT AS PLATTED, AS PER AGREEMENT WITH THE LANDOWNER.  
 NO GAPS OR OVERLAPS EXIST.  
 THERE ARE NO LINES OF POSSESSION THAT AFFECT THIS SURVEY.  
 PARENT TRACT BEARING AND DISTANCES COME FROM ALTA SURVEY PERFORMED BY PROSTAKE SURVEYING ON MARCH 2022 PROJECT # DC SUNVIEW  
 THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.  
 ALL BUILDING SETBACKS SHALL BE DETERMINED BY THE ZONING DISTRICT, UNLESS OTHERWISE NOTED.  
 CONTOUR LINES AND ELEVATIONS ARE FROM A SURVEY SPECIFICALLY EXECUTED FOR THIS PLAT.  
 ZONING: "R2"  
**FLOODPLAIN NOTES:**  
 FLOOD PLAIN: FLOOD ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, FEMA FIRM (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 2005703195E, EFFECTIVE DATE, SEPTEMBER 25, 2009.  
**UTILITY NOTES:**  
 ANY UTILITY COMPANY THAT LOCATES FACILITIES IN ANY EASEMENT SHALL HAVE THE RIGHT TO PRUNE, REMOVE, ERADICATE, CUT AND CLEAR AWAY ANY TREES, LIMBS, VINES AND BRUSH ON THE UTILITY EASEMENT NOW OR AT ANY FUTURE TIME AND PRUNE AND CLEAR AWAY ANY TREE LIMBS, VINES, AND BRUSH ON LANDS ADJACENT TO THE UTILITY EASEMENT WHENEVER, IN THE UTILITY COMPANIES JUDGMENT, SUCH MAY INTERFERE WITH OR ENDANGER THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF ITS FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THE UTILITY EASEMENT AND CONTIGUOUS LAND SUBJECT TO THIS PLAT FOR THE PURPOSE OF SURVEYING, ERECTING, CONSTRUCTING, MAINTAINING, INSPECTING, REBUILDING, REPLACING, AND WITH OR ENDANGERING THE CONSTRUCTION, OPERATION OR MAINTENANCE OF SAID FACILITIES.

**CERTIFICATION BY COUNTY REVIEW SURVEYOR**  
 STATE OF KANSAS  
 COUNTY OF FORD SS  
 THIS PLAT HAS BEEN EXAMINED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.  
 BEN RUMBAUGH

**SURVEYOR CERTIFICATE:**  
 I, BENJAMIN A. RUMBAUGH PS1601 WE THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE PLAT OF "RODEO HILLS SUBDIVISION", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE 13TH DAY OF JULY, 2022, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:  
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**SURVEYOR**  
 ProStake Surveying  
 PO Box 2324  
 Garden City, KS 67846  
 Phone: 620-385-0547

**OWNER & DEVELOPER**  
 SV Development, LLC  
 600 S Washington St  
 Ardmore, OK 73401  
 Phone: 580-916-6277



**SURVEY DESCRIPTION:**  
 A PORTION OF THE SE1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE 6TH P.M., CITY OF DODGE CITY, FORD COUNTY, KANSAS, BEING A PORTION OF SCOTSDALE SUBDIVISION AND A PORTION OF COUNTRY ACRES SUBDIVISION, MORE PARTICULARLY DESCRIBED AS:  
 LOT 1 OF THE CHURCH SUBDIVISION FINAL PLAT TO THE CITY OF DODGE CITY, KANSAS, BEING RECORDED IN PLAT BOOK # PAGES 52-73 IN THE OFFICE OF THE EX OFFICIO RECORDER, FORD COUNTY, KANSAS AND PLAT BOOK 103 PAGES 161-167 OF THE KANSAS STATE HISTORICAL SOCIETY LAND SURVEY REPORTS, FORD COUNTY, KANSAS.

FINAL PLAT  
**RODEO HILLS**  
**NORTH**  
**SUBDIVISION**  
 An Addition to the City of Dodge City,  
 Ford County, Kansas  
 April 2023



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nathan Littrell, Planning & Zoning Administrator

**Date:** April 17, 2023

**Subject:** Cottonwood Estates Subdivision Plat

**Agenda Item:** New Business

---

**Purpose:** The applicant wishes to replat this property zoned R-2 Residential Medium Density to allow for the lots to be reconfigured and better allow for residential and commercial development.

**Recommendation:** It is City Staff's recommendation to approve this plat. On April 11, 2023, the Planning Commission reviewed and voted 5-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

**Background:** The applicant wishes to replat this property zoned R-2 Residential Medium Density and C-2 Commercial Highway to allow for the lots to be better configured to allow for both commercial and residential development. The property was rezoned to R-2 and C-2 on February 6, 2023. This property had previously been platted as part of the Young's Place Addition and Young's Place Replat. Reconfiguring these lots will make them easier to develop. The existing lots vary in size now. The proposed plat will create more standard sized residential lots and also create a large lot for commercial development. This plat meets the City's zoning and subdivision regulations and is in agreement with the City's Comprehensive Plan.

**City Commission Options:**

1. Approve
2. Disapprove
3. Disapprove with recommended revisions
4. Table for further discussion

**Financial Considerations:** None

**Legal Considerations:** None

**Mission/Values:** Approving this plat will encourage and support growth and development in our community.

**Attachments:** Plat Application, Map, Plat

**Approved for the Agenda by:**

A handwritten signature in cursive script, appearing to read "Kevin Israel", written over a horizontal line.

Kevin Israel, Development Services & Inspections Director



Case No. 23-02

Date Filed 3/7/23

### Application for Plat Approval

Name of Subdivision Young's Place Addition

General Location Cottonwood and Park Street

Name of Property Owner JDJ Investments LLC Phone 620-338-3681

Address 2500 Central Ave STE F Dodge City KS 67801

Name of Agent Joseph Nuci Phone 620-338-3681

Address 2500 Central Ave STE F Dodge City KS 67801

Name of Surveyor Pro Stake Survey Phone 620-272-1499

Address P.O. Box 2324 Garden City Ks 67846

Subdivision Information:

A. Gross Acreage of Plat 3.79 Acres (Ac.)

B. Number of Lots:

- 1. Residential 10
- 2. Commercial 1
- 3. Industrial
- 4. Other

C. Minimum Lot Frontage 68.75

D. Minimum Lot Area 8250

E. Existing Zoning C-2 and R-2

F. Proposed Zoning No Change

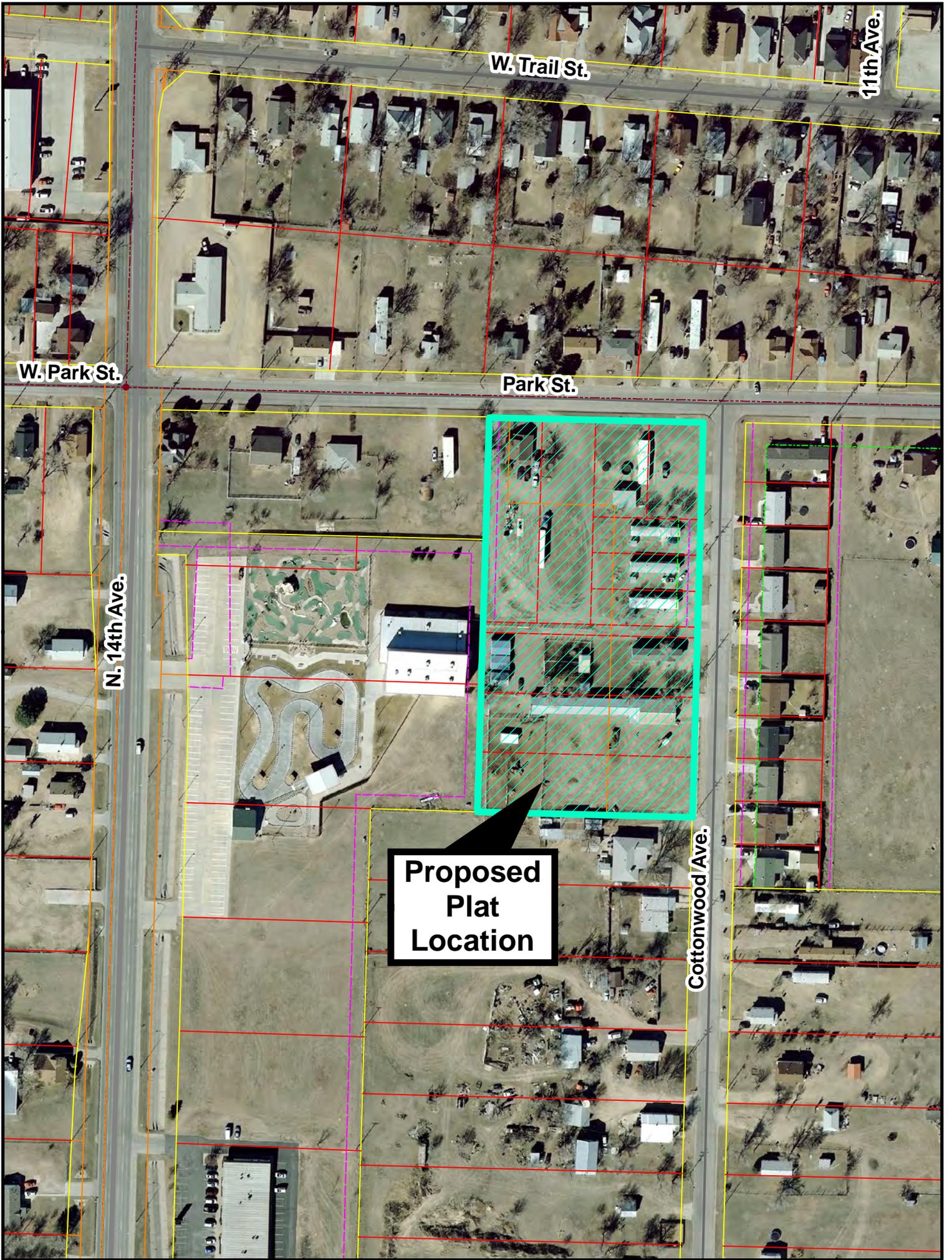
G. Public Water Supply Yes X No       

H. Public Sanitary Sewers Yes X No       

Office Use Only:

Received in the office of the Zoning Administrator on March 7, 20 23  
together with the appropriate fee of \$ 155.00

Nathan Little Planning & Zoning Admin.  
Name and Title



W. Trail St.

11th Ave.

W. Park St.

Park St.

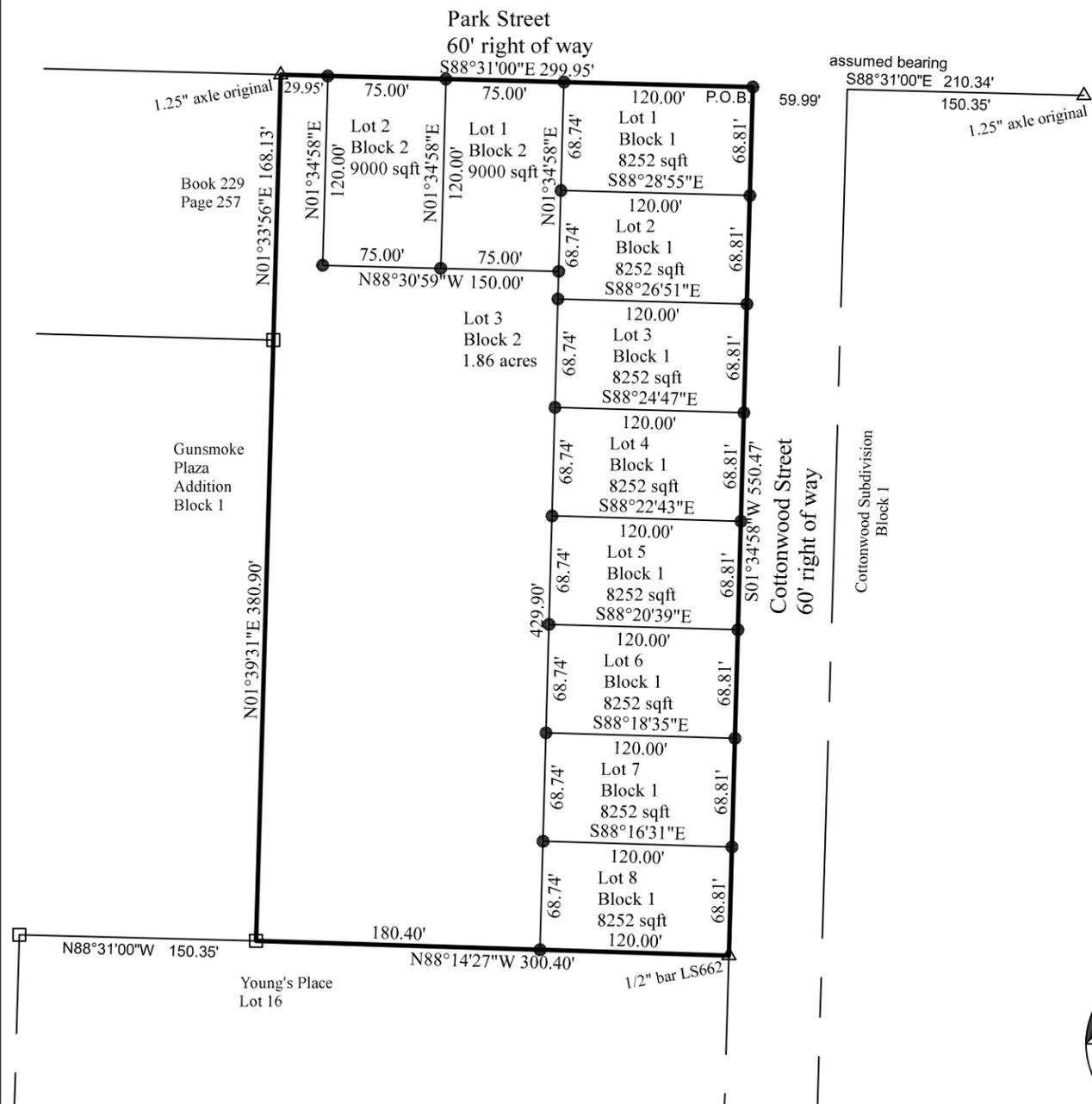
N. 14th Ave.

Cottonwood Ave.

**Proposed  
Plat  
Location**

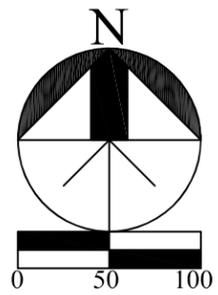
# Final Plat of Cottonwood Estates

a Replat of Lots 5, 6, 7, 8, 10, 12, 14, and vacated alley,  
Young's Place Addition to the City of Dodge City  
Ford County, Kansas



**FORD COUNTY REVIEW SURVEYOR**  
I, hereby certify, that this survey plat was reviewed by me, Ed Elam, and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Surveys.

**SURVEYOR**  
I, Benjamin A. Rumbaugh, do hereby certify that I am a Professional Land Surveyor in the State of Kansas and that the property described hereon was surveyed under my supervision on 3-28-2023, and all of the monuments shown exist and their positions are correct to the best of my knowledge.



- Legend**
- set 1/2"x24" rebar with plastic cap PS1601
  - △ found corner as noted
  - found 4"x4" concrete
  - P.O.B. point of beginning

- NOTES:**
- 1) Some utilities and improvements have not been shown by agreement with the client.
  - 2) Platted dimensions are shown in parenthesis.
  - 3) Bearings are based on an assumed bearing between original found monuments, as shown.

**OWNER CONSENTS AND DEDICATIONS:**  
KNOW ALL MEN BY THESE PRESENTS: that JDJ Investments, LLC, is the owner of that land included on the plat shown hereon, and that it is the only entity whose consent is necessary to pass clear title to said land and that it hereby consents to the making and recording of said plat and it hereby dedicates said plat to the public.

IN WITNESS WHEREOF this dedication is executed  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

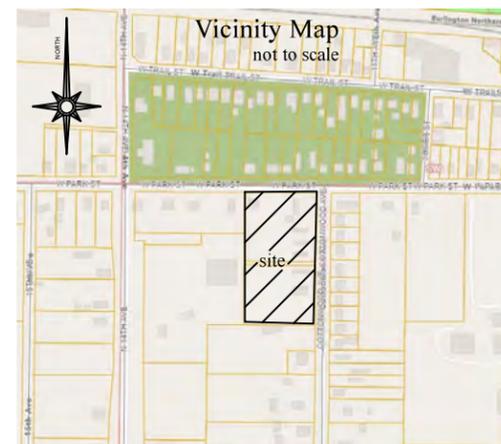
\_\_\_\_\_  
Joe Nuci  
Managing Partner, JDJ Investments, LLC

**NOTARY ACKNOWLEDGEMENT**  
State of Kansas )  
County of Ford ) ss  
This dedication was acknowledged before me, the undersigned notary public, by Joe Nuci, Managing Partner, JDJ Investments, LLC,

this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**EXTERIOR PLAT LEGAL DESCRIPTION:**  
A replat of Lots 5, 6, 7, 8, 10, 12, 14 and vacated alley in Young's Place Addition to the City of Dodge City in the NW1/4 of Section 35, T26S, R25W of the 6th P.M., Ford County, Kansas, more particularly described on 4-5-2023 by Ben Rumbaugh PS1601 as Beginning at the Northeast corner of said Lot 5 Young's Place, THENCE S01°34'58"W 550.47 feet to the Southeast corner of said Lot 14, THENCE N88°14'27"W 300.40 feet to the Southwest corner of said Lot 14, THENCE along the west line of Young's Place N01°39'31"E 380.90 feet, THENCE continuing along said west line N01°33'56"E 168.13 feet to the Northwest corner of said Lot 8, THENCE S88°30'59"E 299.95 feet to the Point of Beginning.  
This description contains 3.79 acres, subject to easements and rights of way.  
CLOSURE: This property has a calculated closure error of 0.006' over a 1699' perimeter for a closure ratio of 1:280,000.



**REGISTER of DEEDS CERTIFICATE:**  
STATE OF KANSAS )  
COUNTY OF FORD )  
This is to certify that this instrument was filed for record in the office of the Ford County Register of Deeds on this

\_\_\_\_\_ day of \_\_\_\_\_, 2023 at  
\_\_\_\_\_ o'clock \_\_\_M in

Cabinet/Slide # \_\_\_\_\_, Doc ID # \_\_\_\_\_

and is duly recorded.

\_\_\_\_\_  
Brenda Pogue, Ford County Register of Deeds

Fee total \$ \_\_\_\_\_

**TRANSFER RECORD CERTIFICATE:**

This is to certify that this instrument was entered into the Transfer Record on this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Debbie Cox, Ford County Clerk

**DODGE CITY PLANNING COMMISSION**  
State of Kansas )  
County of Ford )

This plat has been submitted to and is hereby approved by the Dodge City Planning Commission this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Tom Taylor, Chairman

\_\_\_\_\_  
Nathan Littrell, Secretary

**THE CITY OF DODGE CITY, KANSAS**  
State of Kansas )  
County of Ford )

All Easements described on this Plat are hereby accepted by the Governing Body of the City of Dodge City, Kansas, and are hereby dedicated this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Michael Burns, Mayor

Attest: Connie Marquez, City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nathan Littrell, Planning & Zoning Administrator

**Date:** April 17, 2023

**Subject:** Lewis' Third Addition Plat

**Agenda Item:** New Business

---

**Purpose:** The applicant wishes to replat this property zoned R-S Residential Suburban to allow for an additional residence to be built on this property.

**Recommendation:** It is City Staff's recommendation to approve this plat. On April 11, 2023, the Planning Commission reviewed and voted 5-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

**Background:** The applicant wishes to replat this property zoned R-S Residential Suburban to allow for this platted lot to be subdivided into 2 lots. This property had a portion split off previously. In order to split up these lots further, replatting was required. Dividing this lot into 2 smaller lots that will each be approx. 441' by 99', around 1 acre in size. The minimum lot width for R-S is 100' and minimum lot area is 1 acre if on public sewer., so the lots basically meet minimum size requirements. City staff are ok with being one foot under the minimum width in this instance. Both lots have access to City water and sewer and will be accessed from Virginia St. This plat meets the City's zoning and subdivision regulations and is in agreement with the City's Comprehensive Plan.

**City Commission Options:**

1. Approve
2. Disapprove
3. Disapprove with recommended revisions
4. Table for further discussion

**Financial Considerations:** None

**Legal Considerations:** None

**Mission/Values:** Approving this plat will encourage and support growth and development in our community.

**Attachments:** Plat Application, Map, Plat

**Approved for the Agenda by:**

A handwritten signature in cursive script, reading "Kevin Israel".

Kevin Israel, Development Services & Inspections Director

CITY OF DODGE CITY  
APPLICATION FOR PLAT APPROVAL

Section No. \_\_\_\_\_  
Township No. \_\_\_\_\_  
Range No. \_\_\_\_\_

Subdivision Case No. 23-04  
Date Filed 3/20/23

I. Name of Subdivision Lewis' 3<sup>RD</sup> Addition

II. General Location 1009 Virginia St.

III. Name of Property Owner Felix Del Real  
Address 809 Minneola Rd., Dodge City, KS  
Phone 620-339-1877

IV. Name of Agent N/A  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

V. Name of Surveyor SMH Consultants  
Address 707 3<sup>RD</sup> Ave., Ste. A, Dodge City, KS  
Phone 620-255-1952

VI. Subdivision Information:  
A. Gross Acreage of Plat 1.91 (Ac.)

B. Number of Lots:  
1. Residential 2  
2. Commercial \_\_\_\_\_  
3. Industrial \_\_\_\_\_  
4. Other \_\_\_\_\_

C. Minimum Lot Frontage 98.68'

D. Minimum Lot Area 0.93 AC

E. Existing Zoning RS

F. Proposed Zoning RS

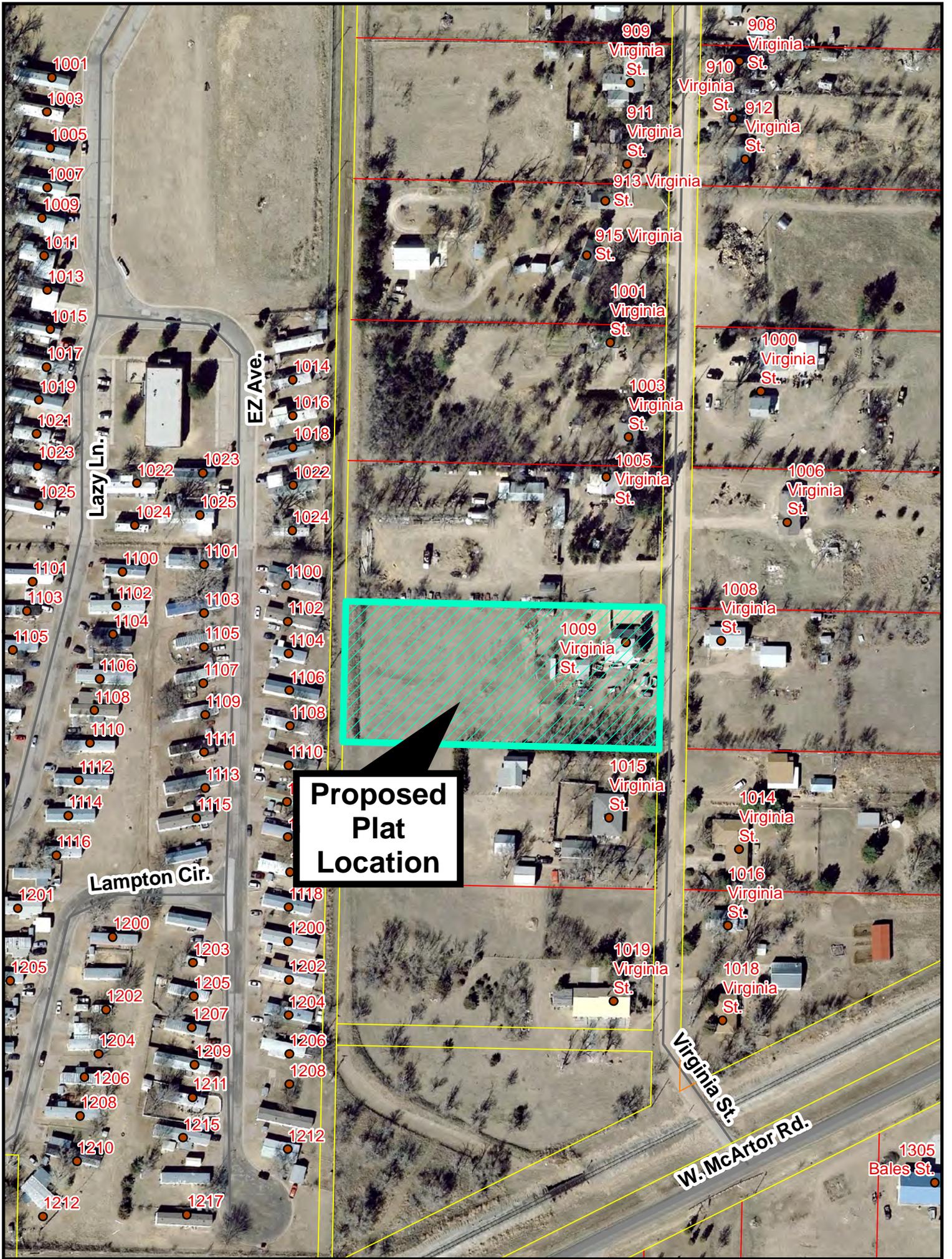
G. Public Water Supply Yes X No \_\_\_\_\_

H. Public Sanitary Sewers Yes X No \_\_\_\_\_

.....  
This application was received at the office of the Secretary of the Dodge City Zoning Board at 10:00 (A.M.) (P.M.) on the 20th day of March, 2023. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ 50.00.

Nathan L. Hull  
Name

Planning & Zoning Admin.  
Title



**Proposed  
Plat  
Location**

1001  
1003  
1005  
1007  
1009  
1011  
1013  
1015  
1017  
1019  
1021  
1023  
1025  
1101  
1103  
1105  
1106  
1108  
1110  
1112  
1114  
1116  
1201  
1205  
1202  
1204  
1206  
1208  
1210  
1212

Lazy Ln.

EZ Ave.

Lampton Cir.

909 Virginia St.  
911 Virginia St.  
913 Virginia St.  
915 Virginia St.  
1001 Virginia St.  
1003 Virginia St.  
1005 Virginia St.  
1009 Virginia St.  
1015 Virginia St.  
1019 Virginia St.

Virginia St.

W. McArtor Rd.

908 Virginia St.  
910 Virginia St.  
912 Virginia St.  
1000 Virginia St.  
1006 Virginia St.  
1008 Virginia St.  
1014 Virginia St.  
1016 Virginia St.  
1018 Virginia St.

1305 Bales St.

**Notes:**  
 No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.

No gaps or overlaps exist.

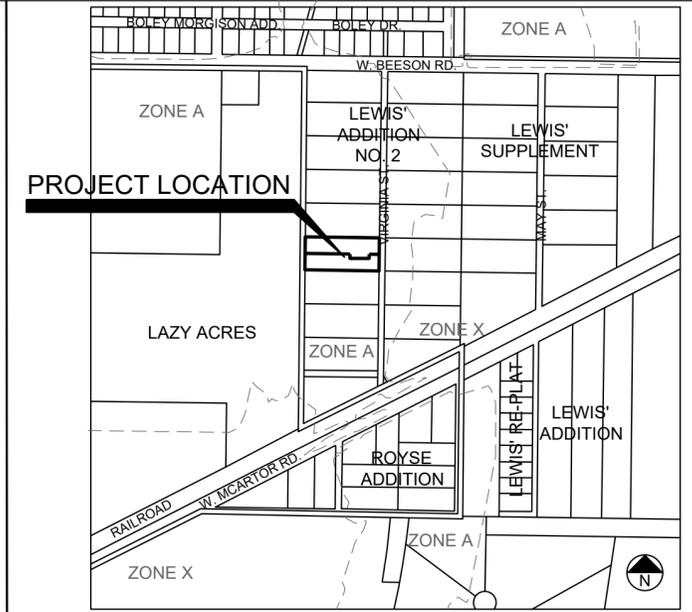
There are no lines of possession that affect this survey.

No existing buildings are shown, as per agreement with the owners.  
 Parent tract is recorded in Book A, Page 14, Register of Deeds Office, Ford County, Kansas.

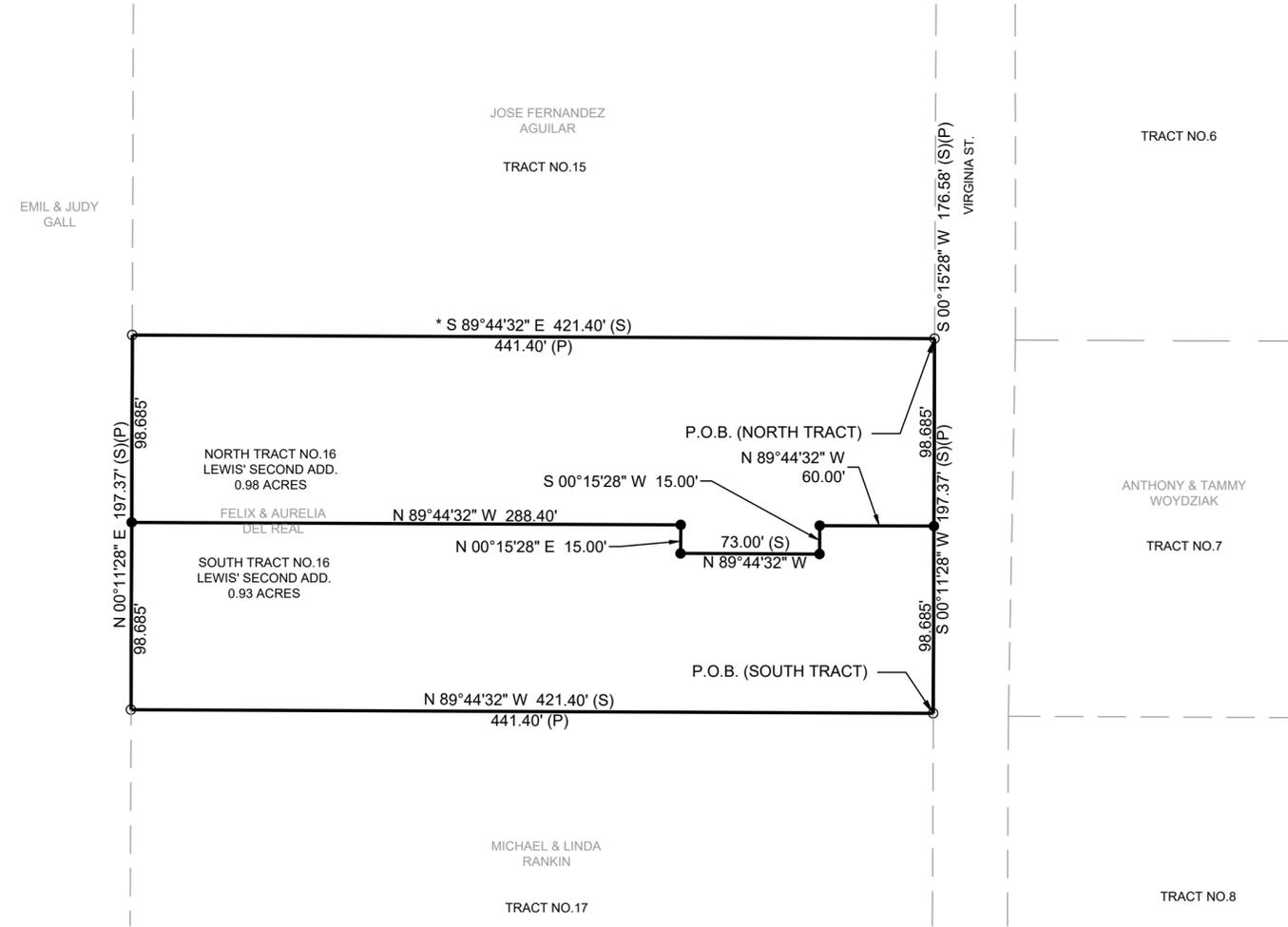
All building setback requirements shall be determined by the zoning district, unless otherwise noted.

**Floodplain Note:**  
 Flood Plain: Flood Zone A, an area determined to be in the 1% annual chance floodplain and has no Base Flood Elevations determined, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0331E, effective date, September 25, 2009.

**Utility Notes:**  
 Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.



**VICINITY MAP**  
 (NOT TO SCALE)



JOSE FERNANDEZ AGUILAR  
 TRACT NO.15

TRACT NO.6

ANTHONY & TAMMY WOYDZIAK  
 TRACT NO.7

TRACT NO.8

MICHAEL & LINDA RANKIN  
 TRACT NO.17

**DESCRIPTION: NORTH TRACT**

A tract of land in Tract 16, Lewis' Second Addition, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of said Tract 16; thence S 00°11'28" W 98.68 feet along the East Line of said Tract 16; thence N 89°44'32" W 60.00 feet; thence S 00°15'28" W 15.00 feet; thence N 89°44'32" W 73.00 feet; thence N 00°15'28" E 15.00 feet; thence N 89°44'32" W 288.40 feet to the West Line of said Tract 16; thence N 00°11'28" E 98.68 feet to the Northwest Corner of said Tract 16; thence S 89°44'32" E 421.40 feet to the point of beginning, containing 0.98 acres.  
 Tim Sloan, PLS 783, February 2, 2023.

Subject to easements and restrictions of record.

**DESCRIPTION: SOUTH TRACT**

A tract of land in Tract 16, Lewis' Second Addition, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Tract 16; thence N 89°44'32" W 421.40 feet to the Southwest Corner of said Tract 16; thence N 00°11'28" E 98.68 feet along the West Line of said Tract 16; thence S 89°44'32" E 288.40 feet; thence S 00°15'28" W 15.00 feet; thence S 89°44'32" E 73.00 feet; thence N 00°15'28" E 15.00 feet; thence S 89°44'32" E 60.00 feet to the East Line of said Tract 16; thence S 00°11'28" W 98.68 feet to the point of beginning, containing 0.93 acres.  
 Tim Sloan, PLS 783, February 2, 2023.

Subject to easements and restrictions of record.

**Replat of Lewis' Second Addition, North Tract Closure Table**

POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
47		N 89°44'32"W	60.00	48	10042.82	9941.42
48	270°00'00"	S 00°15'28"W	15.00	49	10027.82	9941.35
49	90°00'00"	N 89°44'32"W	73.00	50	10028.15	9868.35
50	90°00'00"	N 00°15'28"E	15.00	51	10043.15	9868.42
51	270°00'00"	N 89°44'32"W	288.40	52	10044.44	9580.02
52	90°04'00"	N 00°11'28"E	98.68	45	10143.13	9580.35
45	89°56'00"	S 89°44'32"E	421.40	43	10141.23	10001.75
43	90°04'00"	S 00°11'28"W	98.68	47	10042.55	10001.42
47	89°56'00"					

PERIMETER: 1070.17 CUMULATIVE PERIMETER: 1070.17

APPROX: SQ. FEET: 42,681.00 ACRES: 0.98  
 APPROX: TOTAL - SQ. FEET: 42,681.00 ACRES: 0.98

CORRECT ENDING COORDINATES, NORTH: 10042.55 EAST: 10001.42  
 ENDING COORDINATES, NORTH: 10042.55 EAST: 10001.42  
 ERROR, N: -0.00 E: -0.00 TOTAL: 0.00 BRG: N 70°40'01" E  
 DISTANCE TRAVERSED: 1075.16 CLOSURE: 3840041

**Replat of Lewis' Second Addition, South Tract Closure Table**

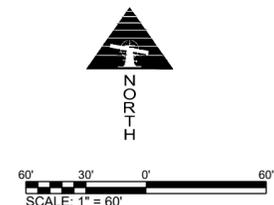
POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
44		N 89°44'32"W	421.40	46	9945.76	9579.69
46	90°04'00"	N 00°11'28"E	98.68	52	10044.44	9580.02
52	89°56'00"	S 89°44'32"E	288.40	51	10043.15	9868.42
51	90°00'00"	S 00°15'28"W	15.00	50	10028.15	9868.35
50	270°00'00"	S 89°44'32"E	73.00	49	10027.82	9941.35
49	270°00'00"	N 00°15'28"E	15.00	48	10042.82	9941.42
48	90°00'00"	S 89°44'32"E	60.00	47	10042.55	10001.42
47	90°04'00"	S 00°11'28"W	98.68	44	9943.86	10001.09
44	89°56'00"					

PERIMETER: 1070.17 CUMULATIVE PERIMETER: 1070.17

APPROX: SQ. FEET: 40491.00 ACRES: 0.93  
 APPROX: TOTAL - SQ. FEET: 40491.00 ACRES: 0.93

CORRECT ENDING COORDINATES, NORTH: 9943.86 EAST: 10001.09  
 ENDING COORDINATES, NORTH: 9943.86 EAST: 10001.09  
 DISTANCE TRAVERSED: 1070.16 CLOSURE: 3840041

- LEGEND**
- Monument Found (1/2" Rebar),  
 Origin: Lewis' Second Addition
  - 1/2"x24" Rebar w/CLS66 Cap Set
  - \* Assumed Bearing
  - (P) Plat Dimension
  - (S) Surveyed Dimension



**FINAL PLAT**  
**LEWIS' THIRD ADDITION**  
 A Re-Plat of Tract No. 16, Lewis' Secong Add.  
 Dodge City, Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture  
 www.smhconsultants.com  
 Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952  
 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By:RJC Project #2301-0021 TDS #92

**APRIL 2023**

**OWNERS CERTIFICATE:**

THE UNDERSIGNED, FELIX & AURELIA DEL REAL, HEREBY CERTIFIES THAT THEY ARE THE OWNERS, AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "LEWIS' THIRD ADDITION" AN ADDITION TO FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

DESCRIPTION: NORTH

A TRACT OF LAND IN TRACT NO. 16, LEWIS' SECOND ADDITION, CITY OF DODGE CITY, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST HALF CORNER OF SAID TRACT NO. 16, LEWIS' SECOND ADDITION, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE N 89°44'32" W 60.00 FEET; THENCE S 00°15'28" W 15.00 FEET; THENCE N 89°44'32" W 73.00 FEET; THENCE N 00°15'28" E 15.00 FEET; THENCE N 89°44'32" W 288.40 FEET; THENCE N 00°11'28" E 98.68 FEET; THENCE N 89°44'32" W 421.40 FEET; THENCE N 00°11'28" E 98.68 FEET TO THE POINT OF BEGINNING, CONTAINING 0.98 ACRES.

DESCRIPTION: SOUTH

A TRACT OF LAND IN TRACT NO. 16, LEWIS' SECOND ADDITION, CITY OF DODGE CITY, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT NO. 16, LEWIS' SECOND ADDITION, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE N 89°44'32" W 421.40 FEET; THENCE N 00°11'28" E 98.68 FEET; THENCE S 89°44'32" E 288.40 FEET; THENCE S 00°15'28" W 15.00 FEET; THENCE S 89°44'32" E 73.00 FEET; THENCE N 00°15'28" E 15.00 FEET; THENCE S 89°44'32" E 60.00 FEET; THENCE S 00°11'28" W 98.68 FEET TO THE POINT OF BEGINNING, CONTAINING 0.93 ACRES.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
FELIX DEL REAL

\_\_\_\_\_  
AURELIA DEL REAL

**NOTARY PUBLIC CERTIFICATE**

STATE OF KANSAS )  
COUNTY OF FORD ) SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**DODGE CITY PLANNING COMMISSION:**

THIS RE-PLAT OF "LEWIS' THIRD ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
CHAIRMAN, TOM TAYLOR

\_\_\_\_\_  
SECRETARY, NATHAN LITTTRELL

**REGISTER OF DEEDS CERTIFICATE:**

STATE OF KANSAS )  
COUNTY OF FORD ) SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. IN CABINET/SLIDE # \_\_\_\_\_, DOC ID # \_\_\_\_\_, AND IS DULY RECORDED.

\_\_\_\_\_  
BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

FEE TOTAL: \_\_\_\_\_

**TRANSFER RECORD CERTIFICATE:**

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
DEBBIE COX, FORD COUNTY CLERK

**CITY APPROVAL**

STATE OF KANSAS )  
CITY OF DODGE CITY ) SS

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "LEWIS THIRD ADDITION" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

THE CITY OF DODGE CITY, KANSAS

\_\_\_\_\_  
MICHAEL BURNS, MAYOR

\_\_\_\_\_  
CONNIE MARQUEZ, CITY CLERK

**COUNTY SURVEYOR CERTIFICATE**

STATE OF KANSAS )  
COUNTY OF FORD ) SS

THIS PLAT HAS BEEN EXAMINED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

\_\_\_\_\_  
BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

**SURVEYOR CERTIFICATE:**

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE RE-PLAT OF "LEWIS' THIRD ADDITION", AN ADDITION TO FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

DESCRIPTION: NORTH

A TRACT OF LAND IN TRACT 16, LEWIS' SECOND ADDITION, CITY OF DODGE CITY, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 16; THENCE S 00°11'28" W 98.68 FEET ALONG THE EAST LINE OF SAID TRACT 16; THENCE N 89°44'32" W 60.00 FEET; THENCE S 00°15'28" W 15.00 FEET; THENCE N 89°44'32" W 73.00 FEET; THENCE N 00°15'28" E 15.00 FEET; THENCE N 89°44'32" W 288.40 FEET TO THE WEST LINE OF SAID TRACT 16; THENCE N 00°11'28" E 98.68 FEET TO THE NORTHWEST CORNER OF SAID TRACT 16; THENCE S 89°44'32" E 421.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.98 ACRES.

DESCRIPTION: SOUTH

A TRACT OF LAND IN TRACT 16, LEWIS' SECOND ADDITION, CITY OF DODGE CITY, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 16; THENCE N 89°44'32" W 421.40 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE N 00°11'28" E 98.68 FEET ALONG THE WEST LINE OF SAID TRACT 16; THENCE S 89°44'32" E 288.40 FEET; THENCE S 00°15'28" W 15.00 FEET; THENCE S 89°44'32" E 73.00 FEET; THENCE N 00°15'28" E 15.00 FEET; THENCE S 89°44'32" E 60.00 FEET TO THE EAST LINE OF SAID TRACT 16; THENCE S 00°11'28" W 98.68 FEET TO THE POINT OF BEGINNING, CONTAINING 0.93 ACRES.

\_\_\_\_\_  
TIM SLOAN, P.S.  
VICE-PRESIDENT



Final Plat

# LEWIS' THIRD ADDITION

A Re-Plat of Tract No. 16, Lewis' Second Add.  
Dodge City, Ford County, Kansas



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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By:RJC Project #2301-0021 TDS #92

## APRIL 2023

**SURVEYOR:**

SMH Consultants  
Tim Sloan, P.S., Vice-President  
2017 Vanesta Place, Suite 110,  
Manhattan, KS 66503  
PH: 785-776-0541  
707 3rd Avenue, Suite A,  
Dodge City, Kansas 67801  
PH: 620-255-1952

**OWNER and SUB-DIVIDER:**

Felix & Aurelia Del Real  
1009 Virginia St.  
Dodge City, Kansas 67801



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Nathan Littrell, Planning & Zoning Administrator  
**Date:** April 17, 2023  
**Subject:** J & A Properties Plat  
**Agenda Item:** New Business

---

**Purpose:** The applicant wishes to replat this property zoned R-3 Residential Higher Density to allow for the development of two multi-family buildings.

**Recommendation:** It is City Staff's recommendation to approve this plat. On April 11, 2023, the Planning Commission reviewed and voted 5-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

**Background:** The applicant wishes to replat this property zoned R-3 Residential Higher Density to allow for these 3 ½ platted lots to be condensed into 2 lots. The applicant plans to construct multi-family housing on each of the proposed lots. The current size of the lots was not compatible with the proposed development. Dividing this property into 2 larger lots that will each be approx. 150' by 88', around 13,100 sq. ft. in size. The minimum lot width for R-3 is 50' and minimum lot area is 2,500 sq. ft. multi-family in R-3, so the lots exceed minimum size requirements. Both lots have access to City water and sewer and will be accessed from Mikan St. This plat meets the City's zoning and subdivision regulations and is in agreement with the City's Comprehensive Plan.

**City Commission Options:**

1. Approve
2. Disapprove
3. Disapprove with recommended revisions
4. Table for further discussion

**Financial Considerations:** None

**Legal Considerations:** None

**Mission/Values:** Approving this plat will encourage and support growth and development in our community.

**Attachments:** Plat Application, Map, Plat

**Approved for the Agenda by:**

A handwritten signature in cursive script, reading "Kevin Israel".

Kevin Israel, Development Services & Inspections Director



Case No. 23-05

Date Filed 4/6/23

### Application for Plat Approval

Name of Subdivision J + A Properties  
General Location Mikan Ave.

Name of Property Owner J + A Properties LLC Phone \_\_\_\_\_  
Address 11483 112 Rd. Dodge City KS 67801

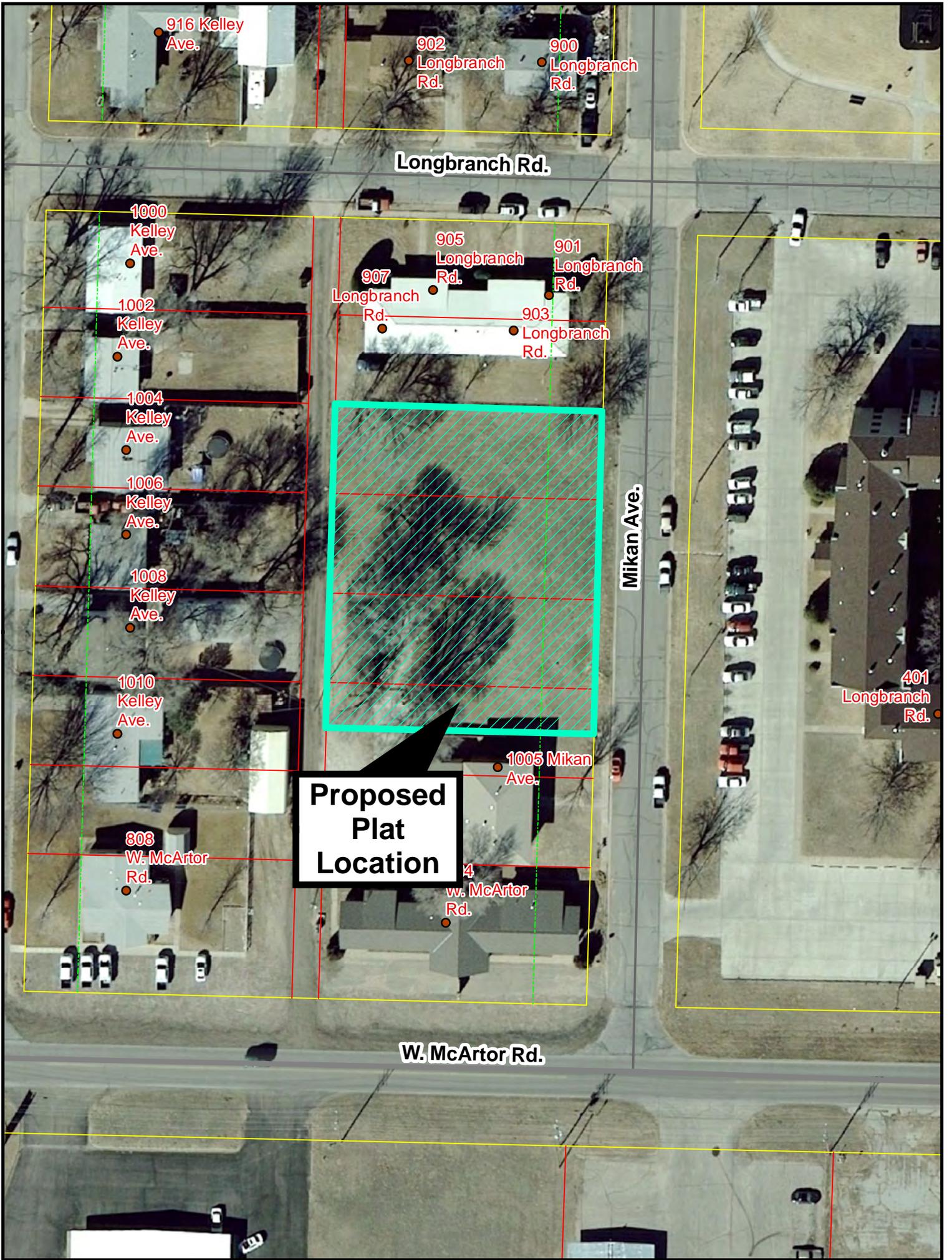
Name of Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

Name of Surveyor Edward Elam Phone 620-339-9737  
Address 11661 Quaker Rd. Dodge City KS 67801

Subdivision Information:

- A. Gross Acreage of Plat .60 (Ac.)
- B. Number of Lots:
  - 1. Residential 2
  - 2. Commercial \_\_\_\_\_
  - 3. Industrial \_\_\_\_\_
  - 4. Other \_\_\_\_\_
- C. Minimum Lot Frontage 87.50'
- D. Minimum Lot Area 13,090 sq. ft.
- E. Existing Zoning R-3
- F. Proposed Zoning R-3
- G. Public Water Supply Yes X No \_\_\_\_\_
- H. Public Sanitary Sewers Yes X No \_\_\_\_\_

**Office Use Only:**  
 Received in the office of the Zoning Administrator on April 6, 20 23  
 together with the appropriate fee of \$ 50.00  
Nathan Litchell Planning + Zoning Admin.  
 Name and Title



916 Kelley Ave.

902 Longbranch Rd.

900 Longbranch Rd.

Longbranch Rd.

1000 Kelley Ave.

1002 Kelley Ave.

1004 Kelley Ave.

1006 Kelley Ave.

1008 Kelley Ave.

1010 Kelley Ave.

808 W. McArtor Rd.

907 Longbranch Rd.

905 Longbranch Rd.

901 Longbranch Rd.

903 Longbranch Rd.

Mikan Ave.

401 Longbranch Rd.

1005 Mikan Ave.

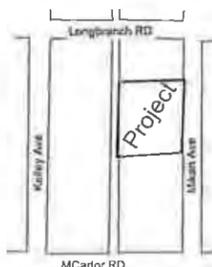
4 W. McArtor Rd.

**Proposed Plat Location**

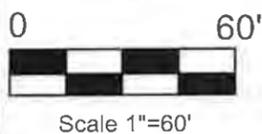
W. McArtor Rd.

Plat of J & A Properties a RE-PLAT of the North half of Lot 11 and all of Lots 12, 13 and 14 in Block #2 CHALK BEESON ADDITION No. 2 Located in the N 1/2 of the NW 1/4 of Section 2, T 27 S, R 25 W of the 6th P.M., Dodge City, Ford County, Kansas

Report of Survey:  
 For: J & A Properties L.L.C.  
 Mailing Address: 11483 112 Road  
 Dodge City, Kansas  
 Deed: Book 259, Page 363  
 Zoning R3

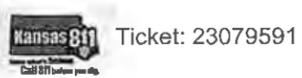


Vicinity Map  
Not to Scale

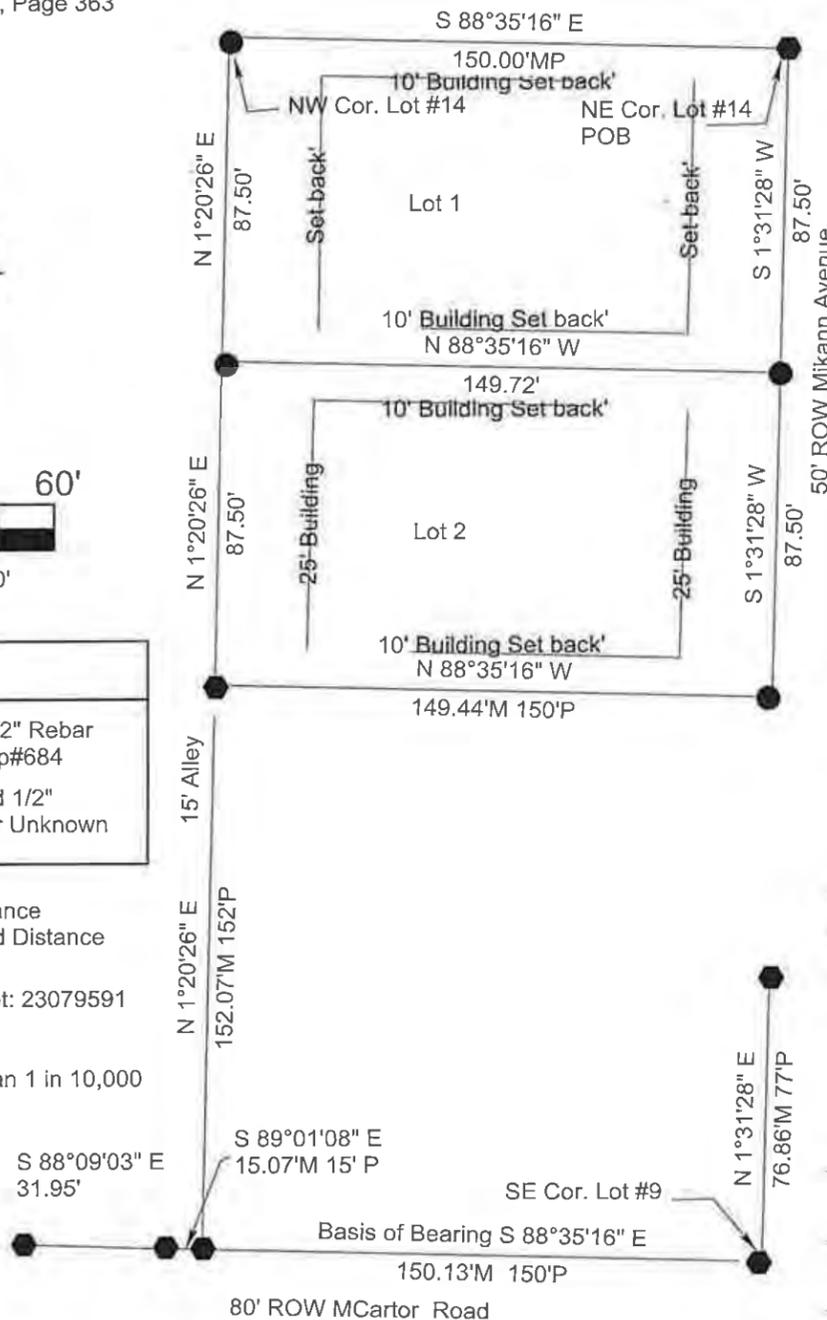


LEGEND	
●	Set 1/2" Rebar W/Cap#684
●	Found 1/2" Rebar Unknown

P Plated Distance  
 M Measured Distance



Closure better than 1 in 10,000



OWNER CONSENTS AND DEDICATIONS:  
 KNOW ALL MEN BE THESE PRESENTS: THAT WE, THE UNDERSIGNED, BEING THE SOLE PROPRIETORS AND OWNERS OF THE LAND INCLUDED WITHIN THE PLAT SHOWN HEREON, ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID PLAT.

IN WITNESS WHEREOF THIS DEDICATION IS EXECUTED THIS 7 DAY OF March, 2023.

J & A PROPERTIES  
 BY: Juan A. Hernandez  
 JUAN ANGEL HERNANDEZ

BY: Alma Erica Lopez  
 ALMA ERICA LOPEZ

NOTARY ACKNOWLEDGEMENT  
 STATE OF KANSAS )  
 COUNTY OF FORD ) ss. MARIA L. OROZCO  
 This dedication was acknowledged before me, the undersigned notary public, by JUAN ANGEL HERNANDEZ and ALMA ERICA LOPEZ.

THIS 7 DAY OF March, 2023.

Maria L. Orozco  
 NOTARY PUBLIC  
 My commission expires: 9/14/2025

DODGE CITY PLANNING COMMISSION  
 State of Kansas )  
 County of Ford )

This plat has been submitted to and is hereby approved by the Dodge City Planning Commission This \_\_\_\_\_ day of \_\_\_\_\_, 2023

Tom Taylor, Chairman

Nathan Littrell, Secretary  
 City of Dodge City

THE CITY OF DODGE CITY PLANNING COMMISSION  
 State of Kansas )  
 County of Ford )

All easements described on this plat are hereby accepted by This plat has been submitted to and is hereby approved by the Governing Body of the City of Dodge City, Kansas, and are hereby dedicated this This \_\_\_\_\_ day of \_\_\_\_\_, 2023

Michael Burns, Mayor

Attest; Connie Marquez, City Clerk

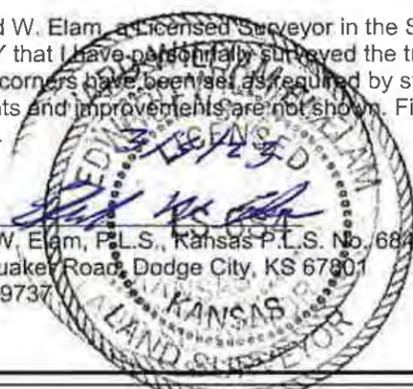
DESCRIPTION

Beginning at a Found 1/2" Rebar at the Northeast corner of Lot #14 in Block#2 CHALK BEESON ADDITION No. 2 Dodge City, Ford County, Kansas. Prepared by Edward W. Elam PLS #684 on March 1, 2023; Thence South 01° 31' 28" West along the East line of the Lots for 175.00 feet to a Set 1/2" Rebar w/Cap 684; thence North 88° 35' 16" West for 149.44 feet to a found 1/2" Rebar; thence North 01° 20' 26" East for 175.00 feet to a Set 1/2" Rebar w/Cap 684 for the Northwest corner of said Lot #14; thence South 88° 35' 16" East for 150.00 , to the True Point of Beginning, the Area being 26200.82 SqFt or 0.601 Acres. The End

LAND SURVEYOR'S CERTIFICATE:

I, Edward W. Elam, a Licensed Surveyor in the State of Kansas, hereby CERTIFY that I have personally surveyed the tract as shown and that the property corners have been set as required by statute. Building setbacks, easements and improvements are not shown. Field completion date February 28, 2023.

Edward W. Elam, P.L.S., Kansas P.L.S. No. 684  
 11161 Quaker Road, Dodge City, KS 67801  
 620-339-9737



FORD COUNTY SURVEYOR REVIEW:  
 This survey has been reviewed for compliance with K.S.A. 58-2005 and Statutory requirements by the Ford County Surveyor on this 3rd day of March, 2023.



Benjamin A. Rumbaugh, PLS #100

REGISTER OF DEEDS CERTIFICATE  
 State of Kansas )  
 County of Ford )  
 This is to certify that this instrument was filed for record in the Ford County Register of Deed Office, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ O'clock \_\_\_\_\_.  
 In Plat Sheath

Brenda Pogue, Ford County Register of Deeds:

Fee total \$ \_\_\_\_\_

TRANSFER RECORD CERTIFICATE:  
 This is to certify that this instrument was entered into the Transfer Record on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Debbie Cox, Ford Co