

CITY COMMISSION WORK SESSION

City Hall Commission Chambers

Monday, July 20, 2009

6:00 p.m.

MEETING #4767

CALL TO ORDER

ROLL CALL

1. Discussion of the 2010 City of Dodge City Budget
2. Discussion of 2010 Fireworks Regulations

ADJOURNMENT

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, July 20, 2009

7:00 p.m.

MEETING #4768

CALL TO ORDER

ROLL CALL

INVOCATION: Reverend Kirk Castelman, Church of Christ

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Day of the Cowboy

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).

Dodge City Public Library Quarterly Report-Cathy Reeves

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, July 6, 2009
2. Approval of Joint City/County Commission Meeting minutes, July 14, 2009
3. Appropriation Ordinance No. 14, July 20, 2009
4. Mid America Wash Out, LLC

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

Waiver of Noise Ordinance during Dodge City Days. Presented by Ken Strobel, City Manager.

Approval of Bids for Sheridan Pool Dehumidification. Presented by Paul Lewis, Director of Parks and Recreation.

OTHER BUSINESS

ADJOURNMENT

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Jan Stevens

Date: July 13, 2009

*Subject: National Day of the Cowboy
Proclamation*

Agenda Item: Proclamation

Recommendation: Approval of proclamation at July 20, 2009 City Commission Meeting.

Background: This is the 5th annual National Day of the Cowboy approved in a few states by the US Senate.

Justification: To recognize the American cowboy and the contribution to Dodge City's heritage as well as modern day culture and economy. With the assistance of Representative Pat George, this proclamation was presented and approved at the State level on March 31, 2009. This made Kansas the 3rd state to adopt the resolution, along with Wyoming and Arizona. Since that time Texas, New York and Oklahoma have joined the list.

Financial Considerations: N/A

Purpose/Mission: The cowboy code of ethics embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism which are the basis of the City's Core Values.

Legal Considerations: N/A

Attachments: Proclamation

HOUSE CONCURRENT RESOLUTION No. 5020

A CONCURRENT RESOLUTION designating the fourth Saturday in July as National Day of the Cowboy.

WHEREAS, Pioneering men and women, recognized as cowboys, helped establish the American West; and

WHEREAS, That cowboy spirit continues to infuse this country with its solid character, sound family values and good common sense; and

WHEREAS, The cowboy embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism; and

WHEREAS, Approximately 725,000 ranchers are conducting business in all 50 States and are contributing to the economic well being of nearly every county in the Nation; and

WHEREAS, Annual attendance at professional and working-ranch rodeo events exceeds 27 million fans and is the seventh most-watched sport in the United States; and

WHEREAS, The cowboy is an American icon and to recognize the cowboy is to acknowledge the on-going commitment of the United States to an esteemed and enduring code of conduct; and

WHEREAS, The on-going contributions made by cowboys to their communities should be recognized and encouraged: Now, therefore,

Be it resolved by the House of Representatives of the State of Kansas, the Senate concurring therein: That we designate the fourth Saturday in July as National Day of the Cowboy and that we encourage the people of Kansas to observe the day with appropriate ceremonies and activities.

I hereby certify that the above CONCURRENT RESOLUTION originated in the HOUSE, and was adopted by that body

Speaker of the House.

Chief Clerk of the House.

Adopted by the SENATE _____

President of the Senate.

Secretary of the Senate.

PROCLAMATION

Whereas pioneering men and women, recognized as cowboys, helped establish the American West;

Whereas that cowboy spirit continues to infuse this country with its solid character, sound family values, and good common sense;

Whereas the cowboy embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism;

Whereas approximately 800,000 ranchers are conducting business in all 50 States and are contributing to the economic well being of nearly every county in the Nation;

Whereas rodeo is the sixth most-watched sport in the United States;

Whereas the cowboy is an American icon;

Whereas to recognize the American cowboy is to acknowledge the ongoing commitment of the United States to an esteemed and enduring code of conduct; and

Whereas the ongoing contributions made by cowboys to their communities should be recognized and encouraged:

Now, therefore, be it Resolved, that the City of Dodge City supports the Senate of the United States in their quest to designate the 4th Saturday in July each year, and this year designates July 25, 2009, as

National Day of the American Cowboy

and encourages the people of Dodge City and the United States to observe the day with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 20th day of July, 2009.

Rick Sowers, Mayor

SEAL

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, July 6, 2009

7:00 p.m.

MEETING #4765

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Jim Sherer, Monte Broeckelman and Brian Weber. Commissioner Kent Smoll was reported absent.

INVOCATION: Reverend Kirk Castelman, Church of Christ

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

PUBLIC HEARING: Application for Low Interest KDHE Loan. Joe Finley, Director of Engineering Services commented. Commissioner Weber moved to close the Public Hearing, seconded by Commissioner Sherer. Motion carried 4-0.

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).

City Character Trait for July: Gentleness vs Harshness read by Commissioner Sherer.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, June 15, 2009
2. Appropriation Ordinance No. 13, July 6, 2009
3. Cereal Malt Beverage License
 - a. Presto #28, 609 S. Second Ave
 - b. Love's Country Store #58, 1108 W. Wyatt Earp
4. Change Order for 2009 Asphalt Overlay Wilroads Garden Road and Butter & Egg Road.

Commissioner Weber moved to approve the Consent Calendar as presented, seconded by Commissioner Sherer. Motion was approved on a vote of 4-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2009-16: A Resolution authorizing the completion of an application to the Kansas Department of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund. Commissioner Sherer moved to approve Resolution No. 2009-16, seconded by Commissioner Weber. The motion carried 4-0.

Resolution No. 2009-17: A Resolution endorsing participation in the Kansas Main Street Inside Track Program. Commissioner Weber moved to approve Resolution No. 2009-17, seconded by Commissioner Broeckelman. The motion carried 4-0.

NEW BUSINESS

A contract with Sloan Meir Hancock for Engineering Services for the Fairway Drive Traffic Study in the amount of \$9,673.00 was approved on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. The motion carried 4-0.

The Engineering Services Agreement with BG Consultants for the 14th Street Bridge in the amount not to exceed \$33,000.00 was approved on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried 4-0.

An Agreement with the Friends of the Zoo for Voluntary Utility Bill Donations and to split evenly between The Alley and Friends of the Zoo any money that is collected through the round up program, not a part of the pledges, was approved on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. The motion carried 4-0.

A Final Plat for Mariah Center Replat was approved on a motion by Commissioner Broeckelman, seconded by Commissioner Sherer. The motion carried 4-0.

Ratification of Assignment for Option Agreement with Dodge City Gaming & Resort in the amount of \$99,396.00 was approved on a motion by Commissioner Weber, seconded by Commissioner Sherer. Motion carried on a vote of 4-0.

OTHER BUSINESS

Ken Strobel, City Manager:

- Thanked the Fireworks Committee who put on the 4th of July show.
- Reminder that July 14th will be a Joint City/County Commission meeting at 5:30 p.m. in the Ford County Government Center Rose Room.
- Casino people will be in town this week and will continue to work on the Development Agreement.

Commissioner Sherer:

- Thanked the 4th of July Committee
- Thanked Economic Development for the Business Appreciation Luncheon
- Congratulated Rick Sowers on wedding

Commissioner Broeckelman:

- South Second and Sycamore railroad crossing

Mayor Sowers:

- Thanked everyone for the Fireworks Show

ADJOURNMENT: Commissioner Weber moved to adjourn the meeting, seconded by Commissioner Sherer. Motion carried 4-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

JOINT CITY/COUNTY COMMISSION AGENDA

Ford County Government Center/Rose Room
100 Gunsmoke
Tuesday, July 14, 2009
5:30 p.m.
MEETING #4766

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Kent Smoll, Monte Broeckelman and Brian Weber. Commissioner Jim Sherer was absent.

NEW BUSINESS

1. The Final Design and Development Plans for the Special Events Center was discussed. In attendance were Charlie Sirokman and Ivan Moore, Global Properties; Barry Koklis, Encore Management; Rob Cleavinger and David Young, JE Dunn; and Lindsay Peckinpaugh from Sink Combs Deflus Architect. Rob Cleavinger discussed the projected budget and project schedule. Lindsay Peckinpaugh discussed the design development milestone and code review. The anticipated groundbreaking for the Special Events Center is scheduled for October 15, 2009.

City Vote: The final design, development plans, drawings and specifications for the Special Events Center was approval on a motion by Commission Smoll, seconded by Commissioner Weber. The motion carried 3-1, with Commissioner Broeckelman voted no.

County Vote: Commissioner Williams moved to approve the final design, development plans, drawing and specifications for the Special Events Center, seconded by Commissioner Goodnight. The motion carried on a vote of 3-0.

2. The cost of the Special Events Center was discussed during the presentation of the Final Design and Development Plan.
3. The Construction Manager Agreement was discussed. The agreement is not completed but will be reviewed and approved by each Commission when it has been finalized.

ADJOURNMENT: Commissioner Goodnight moved to adjourn the Joint City/County Commission meeting, seconded by Commissioner Swayze. The motion carried on a vote of 3-0.

Commissioner Weber moved to adjourn the meeting, seconded by Commissioner Broeckelman. The motion carried on a vote of 4-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk



Specialized in Trailer Washout

321 E. Cathy St. • Fremont, NE 68025
Ph: 402-727-6400 • Fax: 402-727-6404
Email: info@midamericatruckwash.com • www.midamericatruckwash.com

July 10, 2009

Dodge City Hall
Mr. Ken Strobel
Mr. Joe Finley
806 North 2nd Avenue
Dodge City, KS 67801

Dear Ken and Joe:

This letter is in response to your request for an explanation as to why Mid America Wash Out, LLC has an urgent need to be hooked up with Dodge City's sewer services, from outside city limits. We believe a washout in Dodge City is a great need for a town with two packing plants and multiple feed lots in the area. In the past when the washout was not open on busy days, it is said by Carey Hoskinson that the streets get polluted with animal waste. In order to comply with state regulation on livestock washouts like ours there needs to be a place where the excess water can go (excess water only, not solids). Our dilemma is that there is not enough land nearby that can be used for land application. This is why we feel it is an emergency request to be allowed this service and hope you will grant this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "CR", written over a light blue horizontal line.

Chad Ruda
Mid America Truck Wash, LLC
Owner

CONTRACT FOR SEWER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and Mid America Washout LLC, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: Address is Legal Description(see attached)

hereinafter referred to as "the premises".

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

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

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

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

Contract for Sewer Service

Page 2

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

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

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

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

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

Owners further agree that they will pay public sewer rates as established by ordinance for (residential) (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 sewer services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City sewer system is to be extended that all costs associated with such extension of said public sewer system to provide such sewer service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such sewer service is NA, (\$ 0) which amount may be increased due to unforeseen circumstances and which amount shall be paid by the Owners to the City in the following time and manner:

Mid America Washout is paying all costs incurred to connect to city utility.

Owners further agree that the Owners shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owners sewer service line from the point of connection to the City public sewer system and that such Owners shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service, except that

no exception

SPECIAL CONDITIONS:

All sewer charges will be billed to National Beef.
Applicant will be responsible to reimburse National Beef per their agreement. Should either party terminate agreement, applicant shall be responsible for all cost to reconnect at City connection point.
Applicant shall be responsible to report to KDHS all over-flows or leaks and shall repair all leaks within 24 hrs.

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

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

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

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

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

Notary Public

My Appointment Expires:

Contract for Sewer Service

Page 6

MidAmerica Washout LLC _____
(Owner) By (C/M) (Owner)

DATED this 2nd day of July, 2009.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 2 day of JULY, A.D. 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came CHAD KUDA

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

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

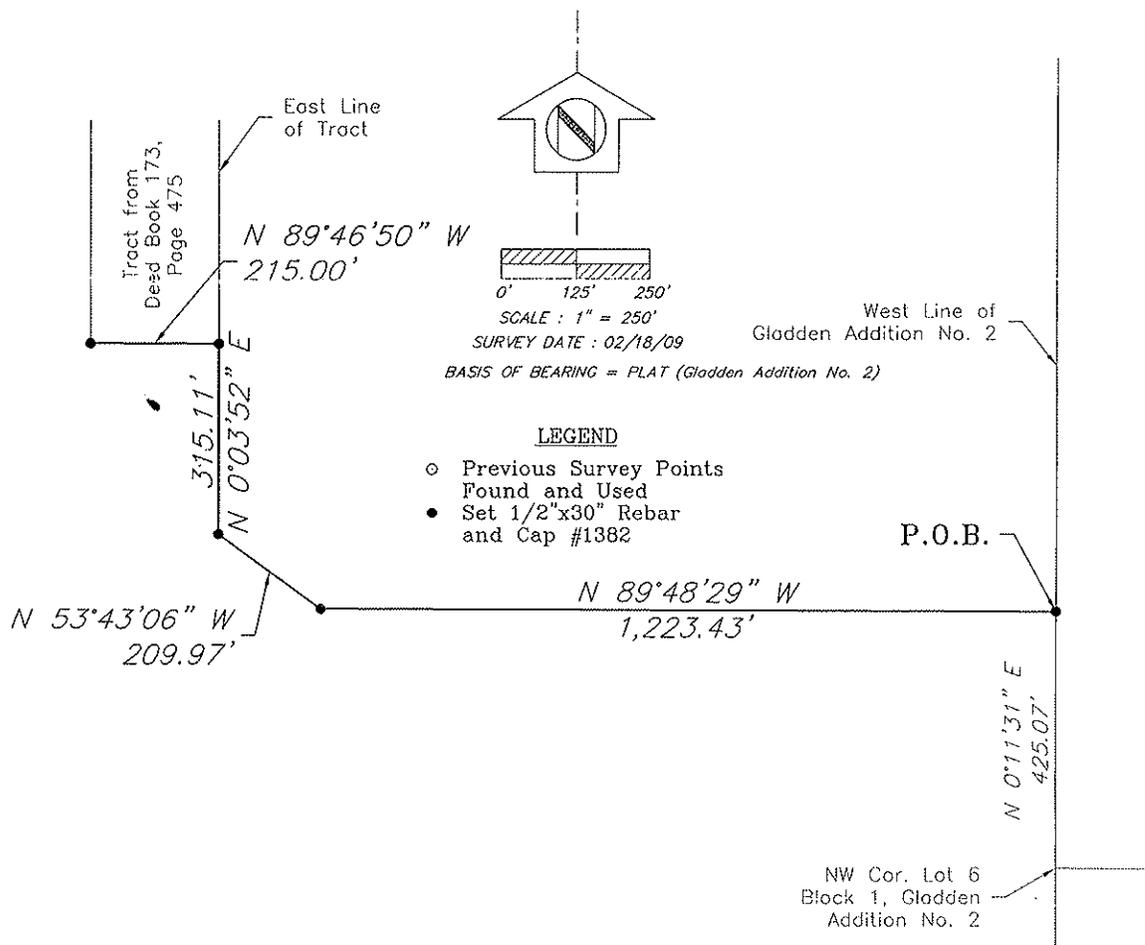
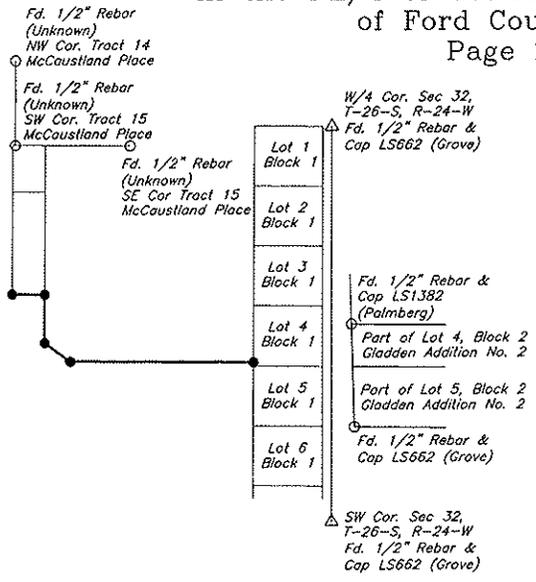
Marcia Rutherford
Notary Public

My Appointment Expires: 8/17/2009



Plat of Survey
in the SE/4 of Section 31, T-26-S; R-24-W and
in the NE/4 of Section 6, T-27-S, R-24-W
of Ford County, Kansas
Page 1 of 2

[Handwritten scribbles]



I hereby certify that the drawing hereon correctly represents a survey made under my supervision and, to the best of my knowledge, property boundary lines have been established, or reestablished, in accordance with recorded plats, existing land monuments and/or evidence of obliterated monument locations and other information of public record.

I, Hereby Certify that this survey meets
The Requirements of K.S.A. 60-2005

Edward W. Palmberg
COUNTY SURVEYOR
EDWARD W. PALMBERG
LS-684

DATE 2/19/09

DUANE K. PALMBERG
LICENSED
2/19/09
LS-1382
DUANE K. PALMBERG
COUNTY SURVEYOR
DUANE K. PALMBERG
LS #1382

Edwards W. Palmberg, County Surveyor
DUANE K. PALMBERG, 800 KELLEY AVENUE * DODGE CITY, KS. 67801 * (620)255-9649

Plat of Survey
in the SE/4 of Section 31, T-26-S; R-24-W and
in the NE/4 of Section 6, T-27-S, R-24-W
of Ford County, Kansas
Page 2 of 2

LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter of Section 31, Township 26 South, Range 24 West and in the Northeast Quarter of Section 6, Township 27 South, Range 24 West in Ford County, Kansas, lying West of the West Line of Gladden Addition No. 2, lying East of the extended centerline of McCaustland Road 2, lying North of the Arkansas River and South of the following described line:

Commencing at the Northwest Corner of Lot 6, Block 1, Gladden Addition No. 2;

Thence North along the West Line of Gladden Addition No. 2, on the plat bearing of North 0°11'31" East for a distance of 425.07 feet to the True Point of Beginning;

Thence on a bearing of North 89°48'29" West for a distance of 1,223.43 feet;

Thence on a bearing of North 53°43'06" West for a distance of 209.97 feet to the extended East line of a tract described in Book 173, Page 475, recorded in the office of the Ford County Register of Deeds;

Thence on a bearing of North 0°03'52" East along said extended line for a distance of 315.11 feet to the Southeast Corner of said tract;

thence on a bearing of North 89°46'50" West along the South line of said Tract for a distance of 215.00 feet to the extended centerline of McCaustland Road 2, this point being the West end of the North line of this described tract.

EXCEPT that part of Lots 5 and A, Section 31, Township 26 South, Range 24 West, of the 6th P.M., Ford County, Kansas, lying South of the following described tract of land; Beginning at the Southwest corner of Tract No. 15, McCaustland Place, Subdivision No. 1; then South 1690.78 feet; thence Southeast on an angel 54°13' to the right for 976.81 feet; thence North 2251.65 feet to a point on the South line of said Tract No. 15 that is 786.2 feet East of the place of beginning, thence West 786.2 feet to the place of beginning, said tract conveyed to the City of Dodge City by deed recorded in Book 157, Page 16, in the office of the Register of Deeds, Ford County, Kansas.

The above described tract is subject to easements and rights-of-ways of record.

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben, Asst. City Manager
Date: July 17, 2009
Subject: Loud Noise Exemption
Agenda Item: New Business

Recommendation: Staff recommends allowing loud music permits to be issued until 1:30 a.m. during Dodge City Days, as it is a community wide festival.

Background: Staff feels that it is important to have your guidance and support on this issue as Commissioners receive the phone calls/complaints from these events.

Justification: Ordinance No. 3361 allows for exemptions to the restrictions based on an individual receiving a valid permit.

Financial Considerations: NA

Purpose/Mission: Accepting the recommendation will assist in promoting multiple activities during the 10 day long community event.

Legal Considerations: NA

Attachments: Ordinance No. 3361

Ordinance No. 3361

An Ordinance of the City of Dodge City regulating noise in the City Limits, repealing Chapter 8, Article 4 of the Code of the City of Dodge City and repealing conflicting Ordinances and replacing it with a new Chapter 8, Article 4. Repealing Chapter 5, Article 10 of the Code of the City of Dodge City.

Be it Ordained by the Governing Body of the City of Dodge City, Kansas:

Section 1: That Chapter 8, Article 4 of the Code of the City of Dodge City, Kansas regulating noise is hereby repealed and same is replaced with the following:

8-401.DEFINITIONS.

The following words and phrases when used in this ordinance shall, for the purpose of this ordinance, have the meanings respectively ascribed to them in this section unless otherwise defined in the text of the section.

Agricultural Area -- property zoned AG.

Commercial Area - property zoned C-1, C-2,C-O or property operating under a special use permit for a commercial use.

dB(A) - A-weighted sound level measured in decibels by a general purpose, properly calibrated, sound level meter complying with the provisions of the American National Standard Institute.

Emergency Motor Vehicle - a motor vehicle belonging to a fire department or certified private volunteer firefighter or firefighting association, partnership or corporation, an ambulance, or a motor vehicle belonging to a federal, state, county or municipal law enforcement agency, provided such vehicle is being used as an emergency vehicle by one authorized to use such vehicle for that purpose.

Industrial Area - property zoned I-1 or I-2.

Plainly Audible - capable of being heard. It is not necessary to distinguish words or melodies. A plainly audible sound may consist of bass alone.

Property Owner - the named property owner as indicated by the records of the Register of Deeds or Appraiser's Office in Ford County, Kansas.

Residential Area - property zoned R-S, R-1, R-2, R-3 or property upon which a legal nonconforming residential use is operating.

Sound Amplification or Producing Device or Similar Equipment - shall mean radio, radio receiving set, television, phonograph, stereo, tape player, cassette player, computer, compact disc player, "boom box," loudspeaker, drum, juke box, nickelodeon, musical instrument, sound amplifier or other device which produces, reproduces, or amplifies sound.

Tenant - any person who has an interest in real property either by oral or written lease or covenant.

8-402: UNLAWFUL TO CAUSE A NOISE DISTURBANCE

It shall be unlawful to make or cause to be made a noise disturbance within the city. A noise disturbance shall include any or all of the following:

- A. A sound registered on a decibel meter from any source not exempted or otherwise regulated by this chapter and which, when measured anywhere off of the property of the sound source, is in excess of the dB(A) established for the time period and zones listed below.

<u>AREA</u>	7:00 a.m. – 10:00 p.m.	10:00 p.m. – 7:00 a.m.
Residential	60 dB(A)	55 dB(A)
Commercial	65 dB(A)	60 dB(A)
Industrial	85 dB(A)	80 dB(A)
Agricultural	85 dB(A)	80 dB(A)

- B. The owning, keeping or harbouring of any animal that continuously, repeatedly, or persistently for 15 minutes or more, without provocation by the complainant, creates a sound which is plainly audible across any property boundary line.
- C. A sound resulting from the erecting, constructing, excavating, demolishing, altering or repairing of any structure, or operating, or permitting the operation of any tools or equipment used in construction, drilling, or demolition work in such a manner as to cause

a sound plainly audible across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m. Between the hours of 7:00 a.m. and 10:00 p.m., this activity shall not be subject to the time, area and dB(A) limits set forth in subsection A.

- D. The repairing, rebuilding, modifying or testing of any motor vehicle, motorcycle, or motorboat in such a manner as to cause a sound plainly audible across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m. Between the hours of 7:00 a.m. and 10:00 p.m., this activity shall not be subject to the time, area and dB(A) limits set forth in subsection A.
- E. The operating or occupancy of a vehicle, which is moving or stationary, standing or parked, whether persons are seated in the vehicle or not, from which any sound amplification or producing device or similar equipment is creating a sound that is plainly audible at least fifty (50) feet from the source of the sound.
- F. The operation of any power tool, garden tool, lawnmower, snow blower or other similar equipment or device in residential areas in such a manner as to cause a sound plainly audible across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m. Between the hours of 7:00 a.m. and 10:00 p.m., this activity shall not be subject to the time, area and dB(A) limits set forth in subsection A.
- G. The operating, playing, permitting or causing to be operated or played any sound amplification or producing device or similar equipment in a manner as to cause a sound plainly audible across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m. Between the hours of 7:00 a.m. and 10:00 p.m. (~~midnight~~), this activity is subject to the area and dB(A) limits set forth in subsection A above.

8-403: UNLAWFUL TO ALLOW A NOISE DISTURBANCE; RESPONSIBILITY FOR ABATEMENT.

- A. It is unlawful for any property owner or tenant, or other person with control, occupancy, or possession of residential property, to allow or permit a person or group of persons to create a noise disturbance as defined in subsections A through G of Dodge City Municipal Code Section 8-402 on said property.

- B. The property owner, tenant or other such person with control, occupancy, or possession of property, shall be responsible for abatement of noise disturbances occurring on that property and failure to do so shall be a violation of this section.

Exemptions.

The following shall not be considered to be noise disturbances for purposes of this ordinance:

- A. Sound from law enforcement motor vehicles and other emergency motor vehicles including, but not limited to, snow-clearing equipment.
- B. Sound from vehicles or equipment belonging to the city, state, county, federal government, school or other governmental agencies or utilities engaged in preparing for or remedying a potentially hazardous situation.
- C. Sound from railway locomotives and cars, railway signalling devices, and aircraft operations.
- D. Recreation and sporting events sponsored by or authorized by a governmental entity or accredited public and private schools.
- E. Bells or chimes associated with houses of worship.
- F. Sound that a person is making or causing to be made when said person has received and maintains a valid license or permit which specifically allows said sound from any department, board or commission of the city authorized to issue such license or permit.

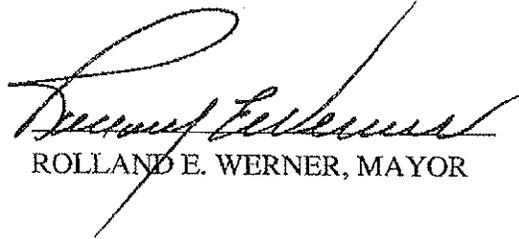
8-404: CLASSIFICATION OF VIOLATION.

- A. Causing a noise disturbance is a Class C violation as defined by the Uniform Public Offence Code for Kansas Cities. Fines shall not exceed \$500 for each violation and jail terms shall not exceed 30 days for each violation.
- B. Each occurrence of a violation, or in the case of a continuous violation, each day a violation occurs or continues, constitutes a separate offence and shall be punishable as such hereunder.

Section 2: Chapter 5, Article 10, Loudspeaker, is hereby repealed

Section 3: This ordinance shall take effect from and following its publication in the official newspaper as required by law.

Passed by the City of Dodge City this 17th day of November, 2003.


ROLLAND E. WERNER, MAYOR

ATTEST:


NANNETTE POGUE, CITY CLERK

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: July 16, 2009

Subject: Sheridan Pool Dehumidifier Bids
Agenda Item: New Business

Recommendation: Staff recommends accepting the bids of Ray Omo Inc. in the amount of \$89,632 and Davis Electric in the amount of \$11,800 for the installation of dehumidification equipment for Sheridan pool.

Background: This project provides a dehumidification system for the indoor pool at Sheridan. This project is budgeted in the CIP program for \$125,000 and has been under design since early 2008. It is a companion project to one completed in 2001 that repaired the roof structure and provided primary air handling for the pool space.

Justification: High humidity and a caustic environment typical of indoor pools can cause dangerous deterioration to the structural steel members of the roof system. In 2001, this damage required major repairs to the Sheridan building structure. At that time roof purlins and deck panels were replaced, steel components painted, and a new air handling system installed. This work repaired the extensive damage and provided temporary control of the corrosion process.

In order to adequately control the environment, a dehumidification system is required. This system conditions the air in the space using a compressor/coil system that removes excess moisture in the air.

An additional benefit is a more efficient heating system. During winter months, cold outside air is heated to 80 degrees to compensate for all the warm humid air being exhausted. With the dehumidifier system, air is circulated in the space and heat is retained reducing the heating loads.

Financial Considerations: Staff recommends accepting bids from Ray Omo and Davis Electric. The combined bid from Tatro is \$1,457 less than Omo/Davis however the dehumidifier unit is the key component in the system and local service provided by Omo warrants the additional expense. Tatro is not an electrical contractor and accepting their

bid for the electrical contract requires dealing with a vendor that didn't formally bid the project.

This project is budgeted in the CIP in the amount of \$125,000 and funds are available to complete the work. Additional project costs include design fees in the amount of \$9,000, painting estimated at \$5,000, and general construction costs of approximately \$7,500.

This project presents no additional operating expenses for the pool as potential electrical demands should be offset by reduced heating costs. Failure to complete this project will result in significant future capital costs. Corrosion has been managed with the repairs from 2001 but minor rusting has begun to occur. The dehumidifier system is required to provide an appropriate pool environment over the long term.

Purpose/Mission: This project fits the core purpose of making Dodge City the best place to be by utilizing financial resources effectively to maintain an asset of the city and provide a service important to our citizens.

Legal Considerations: N/A

Attachments: Bid Tabulation

Dodge City Parks & Recreation Bid Tabulation

Sheridan Pool Dehumidification
July 14th, 2 p.m.

Bidder	Bid Bond	Addendum	Mechanical	Electrical
Building Solutions			No Bid	No Bid
Davis Electric	X	n/a		\$11,800.
Frank's Electric				No Bid
Glassman Corp.			No Bid	
Tatro Plumbing	X	n/a	\$94,275	\$5,700
Weber Refrigeration			No Bid	
Wildcat Electric				No Bid
Ray Omo Inc.	X	n/a	\$89,632	