

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, February 15, 2010

7:00 p.m.

MEETING #4796

CALL TO ORDER

ROLL CALL

INVOCATION: Pastor Dimitri Clark of Second Missionary Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

February as Ambuc Disability Month

VISITORS

Certificate of Appreciation to Dave Geist

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, February 1, 2010
2. Appropriation Ordinance No. 4, February 15, 2010
3. Resolution No. 2010-02
4. Approval of contract for City Water Services at 3206 North Avenue A

ORDINANCES & RESOLUTIONS

Resolution No. 2010-03 A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS (Street Improvements for Interfaith Housing Project) IN THE CITY OF DODGE CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY AND REPEALING RESOLUTION NO. 2009-32.

Resolution No. 2010-04 A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS (Waterline Improvements for Interfaith Housing Project) IN THE CITY OF DODGE CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY AND REPEALING RESOLUTION NO. 2009-33.

Resolution No. 2010-05 A RESOLUTION REQUIRING THE REPAIR OF THE RAILROAD TRACKS LOCATED DIRECTLY SOUTH OF WYATT EARP BOULEVARD ON 14TH AVE., FAILURE TO MAKE SUCH REPAIRS WITHIN NINETY (90) DAYS SHALL RESULT IN THE CITY CONTRACTING FOR SUCH REPAIRS AND A LIEN BEING PLACED UPON THE PROPERTY OF SUCH RAILWAY COMPANY IN THE SAME MANNER AS OTHER TAXES ARE ASSESSED, LEVIED AND OR COLLECTED.

Resolution No. 2010-06 A RESOLUTION REQUIRING THE REPAIR OF THE RAILROAD TRACKS LOCATED ON SECOND AVE. IMMEDIATELY SOUTH OF SYCAMORE ST., FAILURE TO MAKE SUCH REPAIRS WITHIN NINETY (90) DAYS SHALL RESULT IN THE CITY CONTRACTING FOR SUCH REPAIRS AND A LIEN BEING PLACED UPON THE PROPERTY OF SUCH RAILWAY COMPANY IN THE SAME MANNER AS OTHER TAXES ARE ASSESSED, LEVIED AND OR COLLECTED.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bids from UCI for the construction of four (4) Water Wells. Report by Joe Finley, Director of Engineering Services.
2. Approval of PEC Supplemental Agreement for Sanitary Sewer Master Plan reported by Joe Finley Director of Engineering Services.
3. Approval of Final Plat for Brown-Cole Addition. Report by Dennis Veatch, Director of Development Services and Inspections
4. Approval of Final Plat for Dodge City Business Park. Report by Dennis Veatch, Director of Development Services and Inspections

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, February 1, 2010

7:00 p.m.

MEETING #4795

CALL TO ORDER

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

INVOCATION: Vernon Bogart

PLEDGE OF ALLEGIANCE. The Boy Scout Troup presented the colors.

PETITIONS & PROCLAMATIONS

Santa Fe Trail Council of the Boy Scouts of America celebrating 100 years of Scouting.

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).

Employee of the Month: Connie Marquez, Deputy City Clerk

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, January 19, 2010
2. Approval of Joint City/County Commission Meeting minutes, January 25, 2010
3. Appropriation Ordinance No. 3, February 1, 2010
4. Cereal Malt Beverage License
 - a. Clasen dba Heartland Store

The Consent Calendar was adopted as presented on a motion by Jim Sherer, seconded by Monte Broeckelman. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3485: An Ordinance Repealing Ordinance No. 3160, which established a ten minute loading zone on the west side of Second Avenue, North of Vine Street was approved on a motion by Commissioner Sherer, seconded by Commissioner Smoll. The motion carried 4-0.

Resolution No. 2010-02: A Resolution Requesting Support and Approval of Affordable Rental Housing in the vicinity of 6th Avenue and Cedar Ridge Street, Dodge City, Kansas was approved on a motion by Commissioner Smoll, seconded by Commissioner Sherer. The motion carried 4-0.

NEW BUSINESS

1. Commissioners Monte Broeckelman and Brian Weber were appointed to the Dodge City Ford County Development Board of Directors on a motion by Commissioner Sherer, seconded by Commissioner Smoll. The motion carried 4-0.
2. Commissioner Smoll moved and Commissioner Sherer seconded the motion to approve the appointment of the following members to the Boards and Commissions.

Housing Authority Board – Mary Virginia Winter - 4 Year Term

Library Board – John Smithhisler, Cecilia Domingus - 4 Year Term

Airport Advisory Board – Duane Weber, Steve Durrant, Mike Schubert, Paul Yaroslaski - 2 Year Term

Dodge City Zoning Board – Emily Schultz, Billy Manning - 3 Year Term

Board of Zoning Appeals – Larry Daniels, Robert Vinton - 3 Year Term

Historic Landmark Commission – Janice Klein, Nancy Jo Trauer -3 Year Term

Convention and Visitors Bureau – Hospitality/Kari Casterline; At Large/Rod Crick; Attraction/Colleen Hastings – 3 Year Term

Shade Tree Commission – Gary Musick, Nina Lieder- 3 Year Terms, David Grayson, Karrett Brown – filling vacant terms

Golf Advisory Board – Judy Bluemer - 3 Year Term

Recycling Advisory Board – Cheryl Koontz, David Grayson, Debbie Allen - 3 Year Term

Santa Fe Trails Community Corrections - Francisco Herrera, Jennifer Gutierrez - 2 Year Term

St. Mary of the Plains College Advisory Committee – Dave Geist, Kent Stehlick, Pat McLaughlin and Liz Demuth – 3 Year Term

The motion carried 4-0.

3. Mayor Sowers moved and Commissioner Sherer seconded the motion to appoint Mike Mariche and Jennifer Hiemstra to the Park and Recreation Board for a 4 year Term. The motion carried 3-0. Commissioner Smoll abstained.

OTHER BUSINESS

Cherise Tieben, Assistant City Manager

- Offered condolences to Daryl Reeves, Engineering Department, who lost a member of his family.
- March 8 is Dodge City Night in Topeka
- Tri City Meeting on February 25, 2010

Jane Longmeyer

- There was a train derailment at the 14th and Beeson intersection. While repairs are being made, traffic is being detoured from this intersection
- Remind residents to clean sidewalks and walk ways of snow and ice within 24 hours of a snow storm
- Census 2010 is gearing up and looking to hire temporary workers

Jim Sherer

- Congratulated Bill Miller regarding the article in the Dodge City Daily Globe written about him
- Thanked the Street crews for the excellent job of cleaning the streets after the recent snow storm

Monte Broeckelman

- He thought the Public Works Department did a very good job cleaning the streets after the recent snow storm
- Recently had the opportunity to go to Hays, Kansas, and several people were inquiring as to all of the things happening in Dodge City

Kent Smoll

- Thanks to the Street crew for the clean up. Commented about the RR crossing at 14th, south of Wyatt Earp.

Rick Sowers

- Thanked and congratulated Connie Marquez as employee of the Month.
- Congratulated the street crew

ADJOURNMENT was had on a motion by Commissioner Smoll, seconded by Commissioner Sherer. Motion carried 4-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

PROCLAMATION

WHEREAS: AMBUCS, American Business Clubs, Inc. is dedicated to creating independence for people with disabilities; and,

WHEREAS: the recognition of AMBUCS as an organization making an important difference in communities across the United States as a noteworthy event; and,

WHEREAS: The Dodge City AMBUCS is a chapter now celebrating 26 years of service; and,

WHEREAS: AMBUCS displays a proud record of providing scholarships for training young people as therapists for people with disabilities; and

WHEREAS: The Dodge City Chapter has various community projects in which they participate.

NOW, THEREFORE, BE IT RESOLVED that I, E. Rick Sowers, Mayor of the City of Dodge City, Kansas, do hereby proclaim the month of February, 2010 as:

NATIONAL AMBUCS MONTH

in Dodge City, Kansas and urge all citizens to become more aware of the altruistic service and the wholesome up building of communities they render.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 15th day of February, 2010.

Rick Sowers, Mayor

SEAL

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Joe Finley, 
Director of Engineering Services*

Date: February 9, 2010

Subject: Contract for Water Service

Agenda: Consent Calendar

Recommendation: Approve contract for water service between Luis Estrada and the City.

Background: This property is located at 3206 North Avenue A. The property can not be serviced by City Sewer. However, there is water available from a water main located on the west side of Avenue A. As this property is not located inside the City Limits, they are required to sign a contract for water service, as the City is not obligated to provide this service.

Justification: By providing this service, the owners will have potable water to their home once it is complete. In addition, they will not construct an additional well in this area. This is also in an area that the City staff will recommend for annexation. At that point, the City would need to provide this service.

Financial Considerations: All cost associated with providing water to this site will be paid for by the owner.

Purpose/Mission: The City will be helping to provide safe drinking water to an individual who desires to build a new home. By providing this service, the individual will not have these expenses of drilling and maintaining their well.

Legal Considerations: The City will be entering into a contract to provide service to this individual.

Attachments: Contract with owners of property

CONTRACT 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 Luis Estrada, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: 3206 Nth Avenue A

hereinafter referred to as "the premises".

WHEREAS, the Owner(s) desire(s) to have public water service provided to the premises described above, and, whereas, 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 to install, construct and maintain an extension of the City's present public water system to a point selected by the City and to allow the Owner(s) to access such public water extension under the terms and conditions as set forth herein.

The Owner(s) do(es) hereby agree to accept public water service from a connection at a point to be 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.

Contract for Water Service

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The Owner(s) understand(s) and agree(s) 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 Owner(s) and Owner(s) accept(s) 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 Owner(s) hereby agree(s) that they/he/she may not permit any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owner(s) may install for service to the premises.

Owner(s) further agree(s) 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.

Owner(s) further do(es), by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City at such time as the City of Dodge City is willing to provide usual City services to the premises and that all determinations in regard to the time of annexation shall be made by the governing body of the City and that Owner(s) shall not withdraw this request for annexation.

Owner(s) further agree(s) that they/he/she will not assign any right, privilege or obligation which shall accrue to them/him/her 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.

Contract for Water Service

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In the event Owner(s) should fail to perform any actions or obligations incumbent upon them/him/her 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 Owner(s) understand(s) and agree(s) that all costs associated with the extension of the City's present public water system to provide such water service to the premises under this agreement shall be paid by the Owner(s); that the estimated cost of providing such water service is _____, (\$ 1400 ⁰⁰) which amount may be increased due to unforeseen circumstances and which amount shall be paid by the Owner(s) to the City in the following time and manner:

Licensed plumber must pull permit and
connect house to city meter

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

None

Contract for Water Service

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

CITY OF DODGE CITY, KANSAS

By _____
Mayor

Dated this _____ day of _____, 2010.

ATTEST:

City Clerk

Luis C Estrada
Nilma Estrada

"Owners"

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Nannette Pogue

Date: February 11, 2010

Subject: Resolution Nos. 2010-03 and 2010-04

Agenda Item: Ordinances and Resolutions

Recommendation: Approve Resolution Nos. 2010-03 and 2010-04

Background: The City Commission previously approved Resolution Nos. 2009-32 and 2009-33 with the same subject. They are resolutions that approve the improvements for streets (Resolution 2009-32) and waterline improvements (Resolution No. 2009-33) in Haggard Addition where the Interfaith Housing Project is being constructed. The Resolutions allowed the improvements be made by the City and paid back through special assessments. The original resolutions did not have the entire benefit district described, only the lots that Interfaith Housing owned. The improvements benefit additional lots and all of the lots are described in the new Resolutions; No. 2010-03 and 2010-04.

Justification: Resolutions No. 2010-03 and 2010-04 need to be approved to accurately describe the benefit district and correct the two previous resolutions.

Financial Considerations: none

Purpose/Mission: To provide for the community's future by improving lots that can be built upon.

Legal Considerations: Correct an error made previously.

Attachments: Resolution Nos. 2010-03 and 2010-04

RESOLUTION NO. 2010-03

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS (Street Improvements for Interfaith Housing Project) IN THE CITY OF DODGE CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY AND REPEALING RESOLUTION NO. 2009-32.

WHEREAS, Resolution No. 2009-32 is repealed.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 28th day of January, 2010, proposing the following improvements: construct road and curb and gutters serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 3 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

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

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements: construct road and curb and gutters serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 3 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City, Kansas

(b) The estimated or probable cost of such improvements is: \$354,000

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 3 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City, Kansas

(d) The method of assessment is: per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 100% to be assessed against the improvement district.

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on February 15, 2010.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2010-04

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS (Waterline Improvements for Interfaith Housing Project) IN THE CITY OF DODGE CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY AND REPEALING RESOLUTION NO. 2009-33.

WHEREAS, Resolution No. 2009-33 is repealed.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 3rd day of December, 2009, proposing the following improvements: construction of water services lines serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 3 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

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

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements: construction of water services lines serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 3 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City, Kansas

(b) The estimated or probable cost of such improvements is: \$183,000

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 3 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City, Kansas

(d) The method of assessment is: per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 50% to be assessed against the improvement district, 50% City at large.

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on February 15, 2010 .

Mayor

ATTEST:

City Clerk

Memorandum

*To: City Manager
City Commissioners*

From: Cherise Tieben

Date: 02-12-2010

*Subject: Resolution to repair railroad
track crossings*

Recommendation: In order to assist staff with their efforts to bring certain railroad crossings on 14th and 2nd Ave. into compliance with City standards, staff recommends the approval of Resolution 2010-05 and 2010-06.

Background: Ordinance 2052 was passed in October of 1973, it establishes the need for the City to pass a resolution which dictates to the railway company that improvements must be made within 90 days of notice being served. Failure to make such improvements allows the City to contract such repairs and assess the costs back to the operator.

Justification: After numerous phone calls and written correspondence, we have yet to receive plans for repairs of the Yreka railway crossing on 2nd Ave.. Staff has contacted the BNS&F operator to discuss repairs of the 14th Ave. crossing just south of Wyatt Earp, we have not received confirmation as to the intent to make repairs.

Financial Considerations: None at this time, however, failure to make repairs by either railway operator may result in the City contracting such repairs and assessing it back to the property.

Purpose/Mission: These resolutions assist us in fulfilling our core value of safety for our community.

Legal Considerations: None at this time.

Attachments: None

RESOLUTION NO. 2010-05

A RESOLUTION REQUIRING THE REPAIR OF THE RAILROAD TRACKS LOCATED DIRECTLY SOUTH OF WYATT EARP BOULEVARD ON 14TH AVE., FAILURE TO MAKE SUCH REPAIRS WITHIN NINETY (90) DAYS SHALL RESULT IN THE CITY CONTRACTING FOR SUCH REPAIRS AND A LIEN BEING PLACED UPON THE PROPERTY OF SUCH RAILWAY COMPANY IN THE SAME MANNER AS OTHER TAXES ARE ASSESSED, LEVIED AND OR COLLECTED.

WHEREAS, the Governing Body of the City of Dodge City, Kansas, finds that the railroad tracks, crossing Dodge City streets south of Wyatt Earp Boulevard, north of Trail St. on 14th Ave. are in need of repair; and

WHEREAS, failure to make such repairs by the railway operator has resulted in the crossing becoming defective and causes an impediment to vehicular traffic in such a way as to cause the obstruction or slowing of such traffic to the detriment of public welfare and safety; and

WHEREAS, the City Engineer has requested but has not received from the railroad operator a firm commitment regarding future repairs, the timing of such repairs or an indication of the extent of any planned repairs; and

WHEREAS, Ordinance No. 2052, authorizes that under such circumstances a formal resolution may be adopted requiring such repairs;

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

That the aforementioned railroad crossing owned by Burlington Northern Santa Fe Railroad be improved to the standard required by City Code and approved by the City Engineer. City staff is hereby directed to serve notice to an agent of the railway to correct such defects within ninety (90) days after said notice has been served.

Should the railway operator fail to repair and correct the defects at said crossing within ninety (90) days of receipt of said notice and return the tracks to the standard required by City Code and approved by the City Engineer, City staff shall hereby be authorized to contract such repairs to be completed and assess the costs of such repairs and improvements to the railroad operator in accordance with Ordinance No. 2052.

ADOPTED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2010.

(seal)

City of Dodge City, KS

Attest:

Rick Sowers, Mayor

Nannette Pogue, City Clerk

RESOLUTION NO. 2010-06

A RESOLUTION REQUIRING THE REPAIR OF THE RAILROAD TRACKS LOCATED ON SECOND AVE. IMMEDIATELY SOUTH OF SYCAMORE ST., FAILURE TO MAKE SUCH REPAIRS WITHIN NINETY (90) DAYS SHALL RESULT IN THE CITY CONTRACTING FOR SUCH REPAIRS AND A LIEN BEING PLACED UPON THE PROPERTY OF SUCH RAILWAY COMPANY IN THE SAME MANNER AS OTHER TAXES ARE ASSESSED, LEVIED AND OR COLLECTED.

WHEREAS, the Governing Body of the City of Dodge City, Kansas, finds that the railroad tracks, crossing Dodge City streets on Second Ave. south of Sycamore St. are in need of repair; and

WHEREAS, failure to make such repairs by the railway operator has resulted in the crossing becoming defective and causes an impediment to vehicular traffic in such a way as to cause the obstruction or slowing of such traffic to the detriment of public welfare and safety; and

WHEREAS, the City Engineer has requested but has not received from the railroad operator a firm commitment regarding future repairs, the timing of such repairs or an indication of the extent of any planned repairs; and

WHEREAS, Ordinance No. 2052, authorizes that under such circumstances a formal resolution may be adopted requiring such repairs;

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

That the aforementioned railroad crossing owned by Right Coop and leased by Yreka Railroad be improved to the standard required by City Code and approved by the City Engineer. City staff is hereby directed to serve notice to an agent of the railway to correct such defects within ninety (90) days after said notice has been served.

Should the railway operator fail to repair and correct the defects at said crossing within ninety (90) days of receipt of said notice and return the tracks to the standard required by City Code and approved by the City Engineer, City staff shall hereby be authorized to contract such repairs to be completed and assess the costs of such repairs and improvements to the railroad operator in accordance with Ordinance No. 2052.

ADOPTED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2010.

(seal)

City of Dodge City, KS

Attest:

Rick Sowers, Mayor

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Joseph E. Finley, P.E. 
Director of Engineering*

Date: January 27, 2010

*Subject: Bids for Water Wells
Agenda Item: New Business*

Recommendation: Approve bid from UCI for the construction of four water wells in the amount of \$1,998,500.

Background: For several years we have been working to develop several new water rights and redevelop several wells that had failed and could no longer pump from the existing well. Several of the water rights required DWR to grant the City permission to move the water right and to change the use from an irrigated right to a domestic right. This process was recently completed and bids were solicited to complete the required work.

Justification: This project will add two additional water rights which will enable the City to pump an additional 511 acre feet of water each year. In addition two wells will be reconstructed allowing the City to pump 1801 acre feet of existing rights that we have been unable to pump for the past several years. Without the construction of these wells, the City may not be able to keep up with the demand for water.

Financial Considerations: The construction of the four wells will cost \$1,998,500. Funds are available through the temporary financing that will be converted to General Obligations Bonds at a later date.

Purpose/Mission: The completion of this project will allow the City to continue to provide an adequate source of water to our citizens.

Legal Considerations: By approving the bid with UCI the City will enter into a contract with UCI and be responsible to make payments to UCI for the completed work.

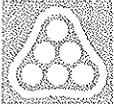
Attachments: The bid tabulation for UCI and Wildcat Construction which includes the Engineers' estimate and the recommendation from PEC.

Professional Engineering Consultants, P.A.
 303 S. Topeka
 Wichita, Kansas 67202
 Phone (316) 262-2831

OWNER: CITY OF DODGE CITY, KANSAS
 PROJECT: WATER SUPPLY WELLS (WELL NO.'S 19, 21, 29, 30)
 PEC PROJECT NO. 34-06K11-002-1009
 Bid Date/Time: January 26, 2010 2:00 PM

BID TABULATION

ITEM NO.	DESCRIPTION	UNIT	ENGINEER'S ESTIMATE		LCI		Wildcat	
			COST		COST		COST	
1.	Water Supply Well No. 19	LS	\$ 333,200.00	\$	250,000.00	\$	330,000.00	
2.	Water Supply Well No. 21	LS	\$ 299,890.00	\$	250,000.00	\$	305,000.00	
3.	Water Supply Well No. 29	LS	\$ 594,150.00	\$	438,500.00	\$	558,000.00	
4.	Water Supply Well No. 30	LS	\$ 299,160.00	\$	280,000.00	\$	345,000.00	
5.	System Control Equipment	LS	\$ 72,600.00	\$	85,000.00	\$	80,000.00	
6.	Well Drilling and Equipment	LS	\$ 694,286.00	\$	725,000.00	\$	750,000.00	
TOTAL PROJECT BID			\$ 2,293,286.00	\$	\$ 1,998,500.00	\$	\$ 2,368,000.00	



Professional Engineering Consultants, P.A.

January 27, 2010

City of Dodge City
806 Second Avenue
Dodge City, Kansas 67801

Attention: Joe Finley, P.E.
Director of Engineering Services

Reference: Water Supply Wells (Well No.'s 19, 21, 29, 30)
PEC Project No. 34-06K11-002-1009

Dear Mr. Finley:

We have reviewed the bids received at 2:00 p.m. on January 26, 2010 at City Hall, City of Dodge City for the above referenced project. Tabulations of the bids received for the Water Supply Wells are attached. Copies of the bid packages submitted were received by email from the City for review; the original bid packages remained with the City.

Two (2) general contractors submitted bid packages, with Utility Contractors, Inc. (UCI) presenting the lowest proposal at 13% below the Engineer's Estimate. Professional Engineering Consultants, P.A. has worked with UCI in the construction of numerous projects, and believes it to be a stable, experienced company.

As the Project Engineer, our recommendation is that the governing body award the Water Supply Wells project to Utility Contractors Inc. for the amount of \$1,998,500.00. Upon taking this action, please sign and return the attached four (4) copies of the Notice of Award. The City can execute contracts for construction once the project has been awarded.

Should you have any questions, please do not hesitate to call.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah C. Unruh, P.E.
Project Engineer

SCU/jdd

Encl: As noted

cc: Dan Clair, P.E., KDHE (w/o encl)
Todd Wedel, UCI (w/o encl)

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Joe Finley, 
Director of Engineering Services*

Date: February 9, 2010

*Subject: PEC Contract for Sanitary Sewer
Master Plan*

Agenda: New Business

Recommendation: Approval of Supplemental Agreement for PEC to provide flow meter to monitor flow in twelve locations.

Background: The City contracted with PEC to update our Master Sewer plan. Our current Master Plan was started in the late 1990 and completed and presented to the City in 2000. Since that time we have completed a major upgrade to our current Waste Water Treatment Plant and added several subdivisions. As a part of the PEC needs to model the sewer flow throughout the City. To do this flow meters will be installed in key locations to monitor both wet/dry weather flows. The original contract stipulated that the City would use meters that were purchased for the first study. In addition, the City would install and retrieve all of the meters and provide PEC with the data. When PEC examined our flow meter they found that the flow meters were not functioning and could not be reburnished. In addition, the software was no longer compatible with software used to develop the model. Purchasing the flow meters and software would cost \$64,000. I requested PEC to research what it would cost for them to provide the flow meters and perform the necessary installation and information retrieval. The supplemental agreement is the result of that request.

Justification: Without the information retrieved from the flow meters the study can not proceed. There are three options open to the City

1. Purchase the flow meters for \$64,000 and install the meters, retrieve and retrieve and download information.
2. Rent the equipment ourselves for \$40,000 and perform all the necessary installation and retrieval works.

3. Contract with PEC to perform the necessary work.

The bulk of the cost is the equipment to monitor the flow at each of the locations. This work will require workers to enter each manhole to install, retrieve data, and remove the monitors. Currently the utility department does not have the equipment to perform confined space work in the manholes.

Financial Considerations: The City will be required to pay PEC \$49,000 to perform this work. Cost of this work will be paid from the Wastewater fund.

Purpose/Mission: Performing this work will allow our consultants and the City to make decisions on how to improve our collection and treatment process.

Legal Considerations: The City will be entering into a Supplement Agreement with PEC.

Attachments: Supplement Agreement 1

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR CONSULTANTING SERVICES DATED APRIL 10, 2008

between

THE CITY OF DODGE CITY, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED "OWNER"

and

PROFESSIONAL CONSULTANTING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED "ENGINEER"

for

STUDY OF WASTEWATER COLLECTION & TREATMENT SYSTEM

WITNESSETH:

WHEREAS, there now exists a contract between the two parties covering Consulting services to be provided by the ENGINEER in conjunction with the study of the wastewater collection and treatment system,

WHEREAS, Article IV, Paragraph B. of the above referenced Contract provides that additional services not covered by the scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

1. Provide flow monitoring services for a total of 12 locations (three in each major basin). The monitoring devices will be installed and data collected in each location for a period of approximately 3 months. Three months is the anticipated time frame to gather sufficient data for both dry weather and wet weather flows. A total of four monitors will be used to collect data. Monitors will be set initially at the downstream end of each basin then moved twice to cover additional subbasins upstream of the first monitoring location.
2. Conduct an initial project inspection with OWNER's staff to review desired manhole monitoring locations, accessibility, etc. OWNER's staff will provide necessary manpower for manhole lid removal, traffic control, signage, etc.
3. Provide initial equipment setup in the first four manhole locations. This will consist of a two man crew with additional assistance provided by the OWNER. OWNER will provide all traffic control, manhole lid removal, etc.
4. Field data collection will be via cell phone modems that transmit real time data to the equipment rental supplier's website for ENGINEER's review and download.
5. Includes rental of the equipment from the equipment supplier (4 units for a period of 9 months). Assumes the four monitoring brackets will be removed and relocated to each monitoring location, and returned to the equipment rental supplier upon completion of the project. If OWNER desires to leave brackets in place, brackets can be purchased for \$500 each.
6. Removal and resetting the flow monitoring equipment and brackets in manholes (2 times with 4 locations each time).

7. Removal of the flow monitoring equipment and brackets upon completion of the flow monitoring.
8. Review the flow monitoring data on at least a biweekly basis to validate the data.
9. ENGINEER's staff entering manholes will have OSHA confined space training.

B. EXCLUSIONS/OWNER'S RESPONSIBILITIES

1. Traffic control and manhole lid removal as needed.
2. Provide assistance with ENGINEER's two man crew for initial equipment installation, removal, and relocation.
3. Assist ENGINEER as needed to troubleshoot and verify equipment functionality should data provided via the cell phone modem indicate possible problems with the equipment.
4. Additional trips by ENGINEER other than initial project setup, removal, and reinstallation in the 12 monitoring locations.
5. Initial inspection/check of manholes proposed to be used as flow monitoring sites to verify accessibility.

C. PAYMENT PROVISIONS

Payment to the ENGINEER for the performance of the professional services required by this agreement shall be billed on the basis of actual hours worked times the hourly rates of the individual based upon the attached hourly rate schedule (Exhibit A) plus reimbursable costs for mileage, hotel, meals, and equipment rental. The estimated fee for the above scope of services is \$49,000. If additional flow monitoring locations or duration are required the fee will be adjusted accordingly.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Supplemental Agreement as of this _____ day of _____, 2010.

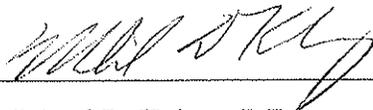
CITY OF DODGE CITY

By: _____

ATTEST:

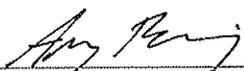
By: _____

PROFESSIONAL CONSULTANTING CONSULTANTS, P.A.

By:  _____

Michael D. Kelsey, P.E.
Principal

ATTEST:

By:  _____

Andy Buessing, P.E.
Water/Wastewater Division Manager



Professional Engineering Consultants, PA.

HOURLY RATE SCHEDULE
ATTACHMENT B.2

<u>Title</u>	<u>Hourly Rate</u>
Principal Engineer 3	\$125.00
Principal Engineer 2	\$120.00
Principal Engineer 1	\$115.00
Project Manager 5	\$110.00
Project Manager 4	\$109.00
Project Engineer 5	\$102.00
Project Engineer 4	\$96.00
Project Engineer 3	\$86.00
Project Engineer 2	\$83.00
Design Engineer 3	\$78.00
Design Engineer 2	\$73.00
Design Engineer 1	\$67.00
Landscape Arch. 3	\$83.00
Design Technician Supervisor 3	\$92.00
Design Technician Supervisor 2	\$72.00
Design Technician 5	\$90.00
Design Technician 4	\$80.00
Design Technician 3	\$70.00
Drafter/CAD Operator 4	\$74.00
Drafter/CAD Operator 3	\$66.00
Drafter/CAD Operator 2	\$60.00
Drafter/CAD Operator 1	\$54.00
Balance Technician Supervisor 3	\$68.00
Balance Technician 5	\$68.00
Balance Technician 4	\$64.00
Balance Technician 3	\$58.00
Land Surveyor 4	\$88.00
Land Surveyor 3	\$70.00
Land Surveyor 2	\$60.00
Party Chief 4	\$55.00
Instrument Man 3	\$50.00
Instrument Man 2	\$48.00
Survey Assistant 2	\$44.00
Survey Assistant 1	\$32.00
Field Engineer 3	\$75.00
Inspector Supervisor 3	\$70.00
Inspector 5 Regular Rate	\$68.00
Inspector 5 O/T Rate	\$90.00

HOURLY RATE SCHEDULE

Page 2

<u>Title</u>	<u>Hourly Rate</u>
Inspector 4 Regular Rate	\$62.00
Inspector 4 O/T Rate	\$82.00
Inspector 3 Regular Rate	\$54.00
Inspector 3 O/T Rate	\$74.00
Lab Technician Supervisor 3.....	\$66.00
Lab Technician 4.....	\$58.00
Lab Technician 3.....	\$50.00
Lab Technician 2.....	\$46.00
Lab Technician 1.....	\$34.00
Administrative Assistant Supervisor 4.....	\$52.00
Administrative Assistant 3.....	\$48.00
Clerk Typist 2.....	\$40.00
Clerk Typist 1.....	\$32.00
Computer Programmer.....	\$68.00
Technical Writer 3.....	\$52.00
Word Processing Technician 4.....	\$50.00

REIMBURSABLES:

Outside Consultants.....	Cost plus 10%
In-House Consultant.....	Labor Cost plus 50%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Truck Mileage.....	\$0.60/Mile
Auto Mileage.....	\$0.50/Mile
Car Rental and Fuel.....	Cost
Per Diem.....	Cost
Telephone (Long Distance).....	No Charge
Fax.....	No Charge
Postage (Regular Mail).....	No Charge
Deliveries and Overnight Mail.....	Cost plus 10%

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: February 9, 2010

*Subject: 10-00000001
Brown-Cole Addition
Agenda Item: New Business*

Recommendation: The Dodge City Zoning Board met February 4, 2010 to review the Final Plat of Brown-Cole Addition. They are recommending that this plat be approved. City staff also concurs with the recommendation.

Background: Lee Cole submitted an application for this plat on January 21, 2010. The Development Services Committee reviewed this plat and comments were furnished to the Zoning Board. Mr. Cole has also submitted an agreement for road maintenance dated January 19th 2010. The roads will be private and the City requires that the legal responsibility for road maintenance shall be established in writing.

Justification: This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: To create additional lots available for sale and redevelopment.

Legal Considerations: None

Attachments: Final Plat of Brown-Cole Addition

AGREEMENT FOR ROAD MAINTENANCE

This agreement is made and entered into by and between Lee Cole and Lillian M. Brown this 19th day of January, 2010.

Witness:

The parties have ownership interests in the real estate bearing a municipal address of 3107 Joel and 3109 Joel, Dodge City, Kansas.

Cole is developing a cul-de-sac private road on each property. The road is not dedicated to the public. Cole will construct four homes on each property around the cul-de-sacs. The road intended to be constructed on 3107 Joel will be known as Lillian Drive. The road to be constructed upon 3109 Joel will be known as Charlynn Drive.

The parties understand that the City of Dodge City will not provide maintenance to private roadways. As a condition to building and improving the properties as described, the City of Dodge City requires that legal responsibility for road maintenance shall be established in writing.

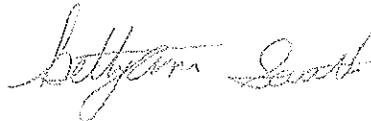
NOW THEREFORE, the parties agree that they will pay all installation, snow removal, and other maintenance expense on such private roads unless and until a homeowner's association shall be formed which shall assume all such responsibility.

This agreement extends to and is binding upon the heirs, personal representatives and assigns of the parties.


Lillian M. Brown


Lee Cole





Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: February 10, 2010

*Subject: Dodge City Business
Park*

Agenda Item: New Business

Recommendation: The Dodge City Zoning Board met August 18, 2009 to review the Final Plat of Dodge City Business Park Unit One. They are recommending that this plat be approved. City staff also concurs with this recommendation.

Background: Sloan Meier Hancock has submitted an application on behalf of the City of Dodge City on April 13, 2009 for plat. The Development Services Committee reviewed this plat and comments were furnished to the Zoning Board. The Zoning Board met August 18, 2009 to recommend approval of this plat.

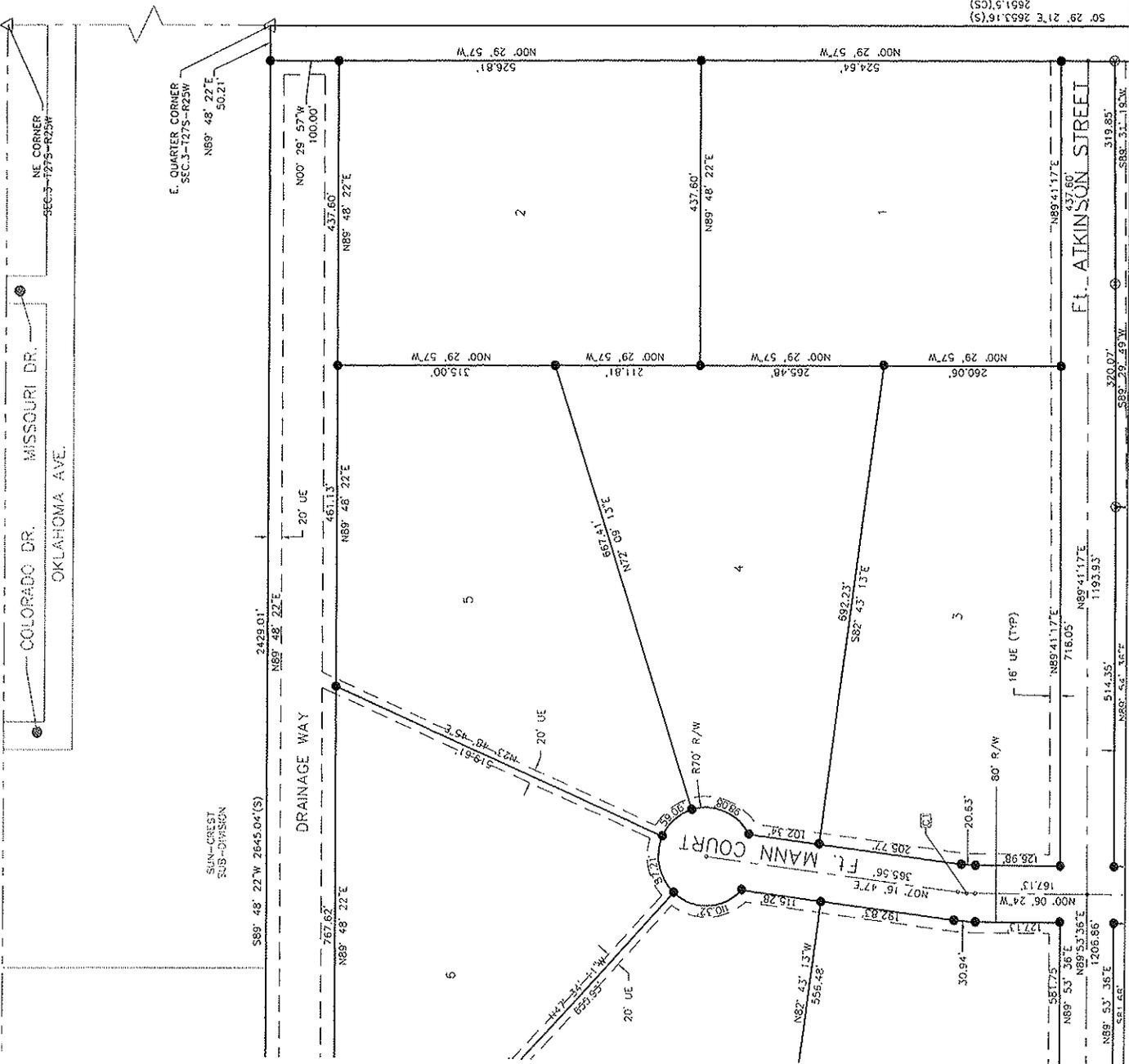
Justification: This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: To create additional lots available for sale and redevelopment.

Legal Considerations: None

Attachments: Final Plat of Dodge City Business Park Unit One.



Final Plat
**DODGE CITY
 BUSINESS PARK**
 UNIT ONE
 an Addition to the City of Dodge City,
 Ford County, Kansas

SMH
 CONSULTANTS

42018 Anderson Avenue, Suite 2 • Manhattan, Kansas 66503
 (785) 776-6541 • Fax: 776-9760 • Email: jpell@smhmanhattan.com
 Project #200905 00 #00

NOVEMBER 2009
 Sheet 3 of 6



50' 29' 21" E 2653.16'(S)
 2651.5'(S)

SUN-CREST
 SUB-DIVISION

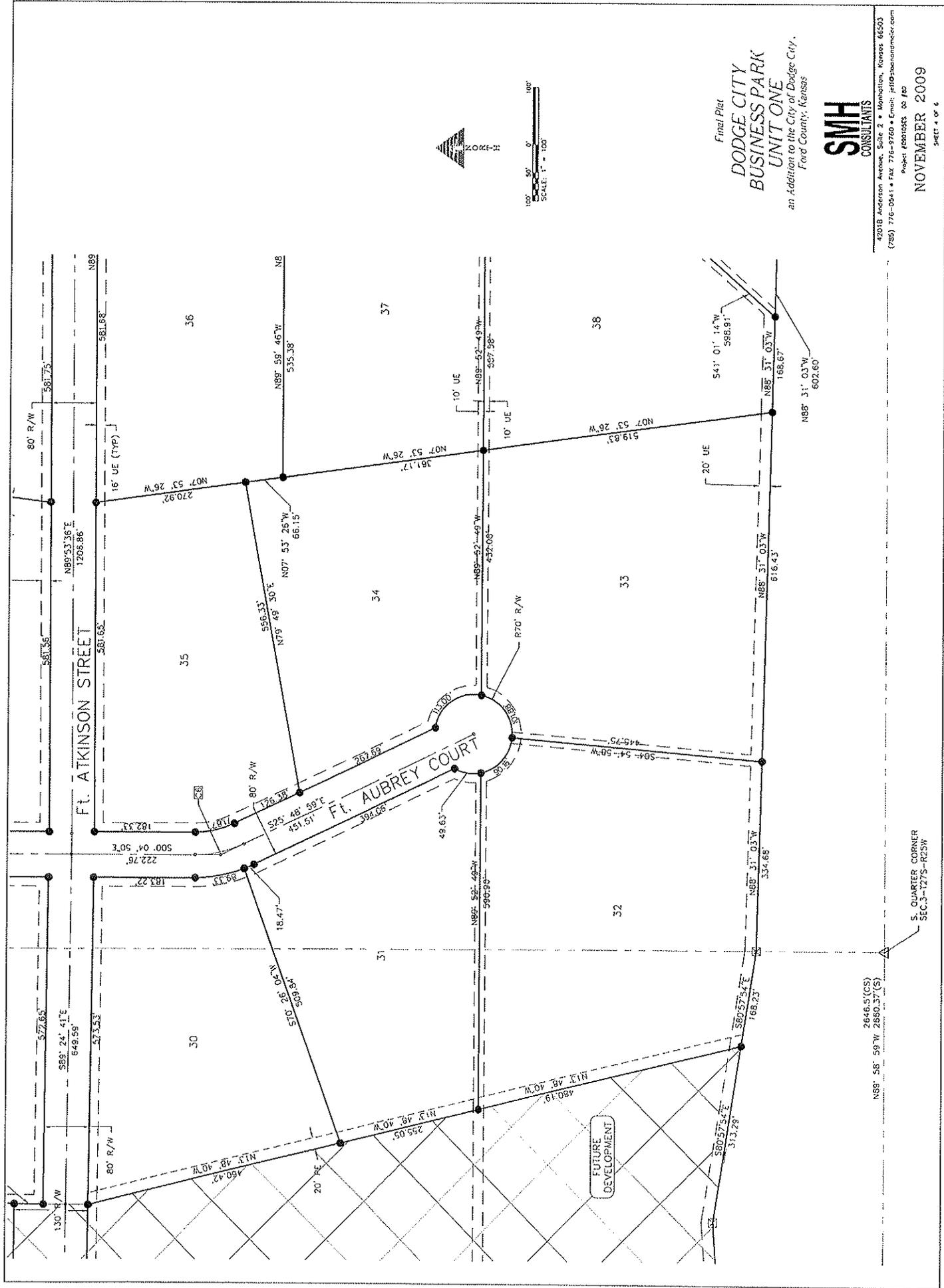
NE CORNER
 SEC. 3-1275-R25W
 MISSOURI DR.
 COLORADO DR.
 OKLAHOMA AVE.

E. QUARTER CORNER
 SEC. 3-1275-R25W

Ft. ATKINSON STREET

Ft. MANN COURT

DRAINAGE WAY

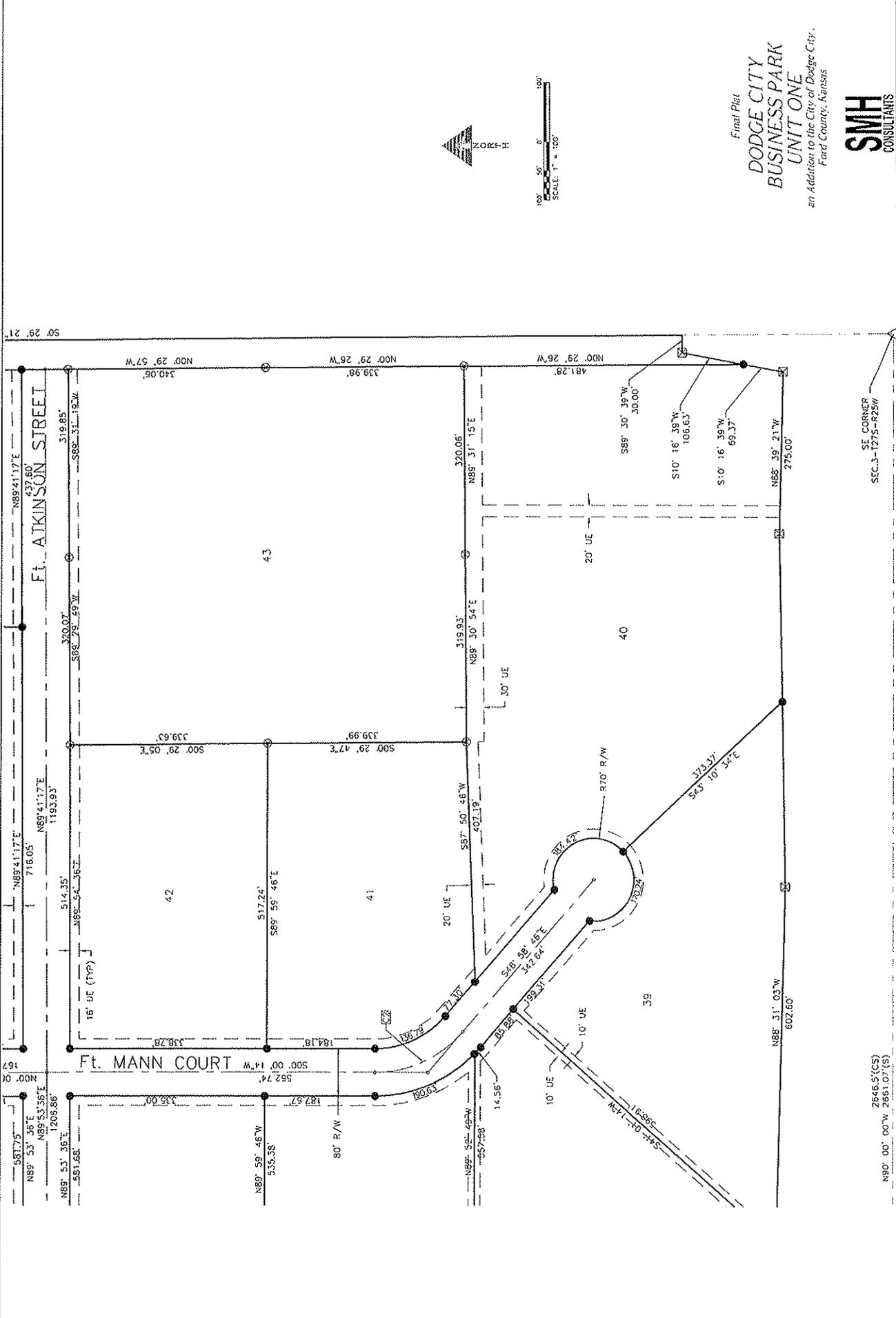


Final Plat
**DODGE CITY
 BUSINESS PARK
 UNIT ONE**
 an Addition to the City of Dodge City,
 Ford County, Kansas



4201B Anderson Avenue, Suite 2 • Manhattan, Kansas 66503
 (785) 776-0541 • Fax 776-9760 • Email: jpf@stationandciv.com
 Project #2009055 DO #20

NOVEMBER 2009
 SHEET 4 OF 6



Final Plat
DODGE CITY BUSINESS PARK
UNIT ONE
 an Addition to the City of Dodge City,
 Ford County, Kansas



4201B Anderson Avenue, Suite 2 • Manhattan, Kansas 66503
 (785) 776-0541 • Fax 776-9760 • Email: jrt@smhconsultants.com
 Project #0601055 00 P0

NOVEMBER 2009
 sheet 5 of 6

SE CORNER
 SEC. 3-127S-R25W

2646.5'(CS)
 N80° 00' 00"W 2881.0'(S)

