

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, February 20, 2012

7:00 p.m.

MEETING #4878

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Pastor Anthony Beville of Family Life – Dodge City Church of the Nazarene

## **PLEDGE OF ALLEGIANCE**

**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, February 6, 2012;
2. Approval of City Commission Work Session minutes, February 6, 2012;
3. Appropriation Ordinance No. 4, February 20, 2012
4. Cereal Malt Beverage License
  - a. Tres Amigos Mexican Grill, Inc., 1301 W. Wyatt Earp Blvd
5. Approval of Contracts for Water and Sewer Service for the Expo Building.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3526:** An Ordinance Amending and Adopting Revisions to Chapter IV, Building and Construction, of the Dodge City Code; and Amending Ordinance No. 3435 of the City of Dodge City; Adopting Building and Construction Codes By Reference and Providing for the Issuance of Permits and the Collection of Fees for Said Permits; Providing for Licensing of Contractors and Trades and Providing for Penalties for the Violation of the Provisions of the Ordinance. Report by Director of Developmental Services, Dennis Veatch.

**Resolution No. 2012-06:** A Resolution By the City of Dodge City, Kansas, Modifying the Schedule of Fees for Services, Licenses, Permits and Programs for Building Permits, Subdivision and Zoning Activities. Report by Director of Developmental Services, Dennis Veatch.

**Resolution No. 2012-07:** A Resolution Authorizing City Staff to Enter Into Negotiations of an Operating Agreement with Dodge City Family Y.M.C.A. and Establishing Expectations of Such Negotiations. Report by Assistant City Manager, Cherise Tieben.

**Resolution No. 2012-08:** A Resolution Endorsing Efforts to Maintain the Southwest Chief Passenger Service Through Dodge City, Kansas. Report by City Manager, Ken Strobel.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**OTHER BUSINESS**

**ADJOURNMENT**

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, February 6, 2012

7:00 p.m.

MEETING #4876

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners Michael Weece, Monte Broeckelman, Kent Smoll and Jim Sherer.

**INVOCATION** by Pastor Anthony Beville of Family Life – Dodge City Church of the Nazarene

**PLEDGE OF ALLEGIANCE** colors presented by Dodge City Boy Scouts

## **PETITIONS & PROCLAMATIONS**

Boy Scout Anniversary Proclamation

National AMBUCS Month 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).

Director of Public Information, Jane Longmeyer, presented the Character Trait – Deference for the month of February.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, January 17, 2012;
2. Appropriation Ordinance No. 3, February 6, 2012
3. Cereal Malt Beverage License
  - a. Mariscos Nayarit, 509 N. 2<sup>nd</sup> Avenue
  - b. Water Sports Campground & RV Park, 500 Cherry St.
  - c. Gene's Heartland Foods, 1800 Central

Commissioner Kent Smoll moved to approve the Consent Calendar as presented, seconded by Commissioner Jim Sherer. The motion carried 5-0.

**ORDINANCES & RESOLUTIONS**

**Resolution No. 2012-04:** A Resolution Requesting Support of an Application for Housing Tax Credits to be Utilized for the Development of Affordable Rental Housing Located at 2804 North 6<sup>th</sup> Avenue, Dodge City, KS was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried unanimously.

**Resolution No. 2012-05:** A Resolution of the Governing Body of the City of Dodge City, Kansas Determining that the City is Considering Establishing a STAR Bond Project District Within the City, Establishing the Date and Time of a Public Hearing on Such Matter, and Providing for the Giving of Notice of Such Public Hearing was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried unanimously.

**UNFINISHED BUSINESS**

1. Commissioner Kent Smoll moved to approve the National League of Cities Service Line Warranty Program, seconded by Commissioner Jim Sherer. Motion carried unanimously.

**NEW BUSINESS**

1. Commissioner Jim Sherer moved to appoint the following citizens to Boards and Commissions as recommended by Mayor Rick Sowers:
  - Housing Authority Board – Bob Marshall
  - Library Board – Dennis Scheck
  - Airport Advisory Board – Duane Weber, Steve Durrant, Paul Yaroslaski, Jeff Hutton
  - Dodge City Zoning Board – Susanne Martinez, Jeff Turner, Kevin Salzman
  - Board of Zoning Appeals – Robert Durheim
  - Building Board of Appeals – John O’Neal, Varae Norman, Mike Weber, Zac DeVoss
  - Historic Landmark Commission – Charles Meade, Darleen Clifton-Smith, Don Pearce
  - Convention & Visitors Bureau – Austin Swift, Beth Rhoten, R. C. Trotter
  - Shade Tree Commission – Jim Geis, David Grayson, Dale Coleman
  - Parks & Recreation Advisory Board – Barbara Lundin
  - Golf Advisory Board – Ron Herrman
  - Santa Fe Trail Community Corrections – Melissa Rodriguez
  - Cultural Relations Advisory Board – Mary Marquez representing United Way, Robert Vinton representing USD #443, Victor Sosa representing Cargill

Commissioner Michael Weece seconded the motion. The motion carried unanimously.

2. Commissioner Kent Smoll moved to appoint two (2) City Commissioners, Michael Weece and Rick Sowers, to the Dodge City/Ford County Development Corporation Board. Commissioner Jim Sherer seconded the motion, the motion carried unanimously.
3. The final plat of the Waddell 2<sup>nd</sup> Subdivision was approved on a motion by Commissioner Monte Broeckelman, seconded by Commissioner Kent Smoll. Motion carried unanimously.
4. Donation of Fire Engine 412 to the Dodge City Community College Fire Science Technology Program was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried 4-1, Commissioner Monte Broeckelman voted no.

#### **OTHER BUSINESS**

Commissioner, Michael Weece:

- Impressed with the number of Boy Scouts involved in scouting.
- Sales Tax – commented on the positive growth

Commissioner, Jim Sherer:

- Attended City Hall Day in Topeka, reception with at least 88 legislatures, Governing Body meeting followed.

Mayor, Rick Sowers:

- Thanks to everyone who went to Chamber Legislative Coffee this past weekend.

Commissioner, Kent Smoll:

- Need clarification from Work Session report...history regarding number of events at Arena.

**ADJOURNMENT:** Commissioner Jim Sherer moved to adjourn the meeting; Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

---

Rick Sowers, Mayor

ATTEST:

---

Nannette Pogue, City Clerk

# **CITY COMMISSION WORK SESSION**

City Hall Commission Chambers

Monday, February 6, 2012

6:30 p.m.

MEETING #4875

**ROLL CALL:** Mayor Rick Sowers, Commissioners Michael Weece, Kent Smoll and Jim Sherer. Commissioner Monte Broeckelman was absent.

## **WORK SESSION**

Ralph Nall, Executive Director of United Wireless Arena with Venu Works, gave an update on the Arena.

Commissioner Monte Broeckelman joined the meeting at 6:35 p.m.

---

Rick Sowers, Mayor

ATTEST:

---

Nannette Pogue, City Clerk

## CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of DODGE CITY

<b>SECTION 1 - LICENSE TYPE</b>	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): 004-454285450F-01			
Name of Corporation TRES AMIGOS MEXICAN GRILL, INC	Principal Place of Business 1301 W WYATT EARP BLVD		
Corporation Street Address 1301 W WYATT EARP BLVD	Corporation City DODGE CITY	State KS	Zip Code 67801
Date of Incorporation 01/17/2012	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name MEDARDO MUNOZ	Phone No. (620)640-8468		
Residence Street Address 3309 YELLOWSTAR	City GARDEN CITY	State KS	Zip Code 67846

<b>SECTION 3 - LICENSED PREMISE</b>			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name TRES AMIGOS MEXICAN GRILL, INC		Name	
Business Location Address 1301 W WYATT EARP BLVD		Address	
City DODGE CITY	State KS	City	State      Zip
Business Phone No. (620)640-8468	<input type="checkbox"/> Applicant owns the proposed business or special event location. <input checked="" type="checkbox"/> Applicant does not own the proposed business or event location.		
Business Location Owner Name(s) MIKE CASEY			

<b>SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name MEDARDO MUÑOZ	Position CEO	Date of Birth 03/21/1979	
Residence Street Address 3309 YELLOWSTAR	City GARDEN CITY	State KS	Zip Code 67846
Spouse Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Name GILBERTO ZAVALZA	Position CFO	Date of Birth	
Residence Street Address 1717 PINECREST AVENUE	City GARDEN CITY	State KS	Zip Code 67846
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code

SECTION 5 - MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age <sup>1</sup> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 7 - DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Medardo Muñoz

DATE 02/01/2012

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____	( \$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation	<input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved	Valid From Date _____ to _____ By: _____
<input type="checkbox"/> License Renewed	Valid From Date _____ to _____ By: _____
<input type="checkbox"/> Special Event Permit Approved	Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

<sup>1</sup> Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

# *Memorandum*

To: *City Manager*  
*Assistant City Manager*  
*City Commissioners*  
From: Ray Slattery, P.E. *RS*  
Director of Engineering Services  
Date: February 8, 2012  
Subject: Contract for Water & Sewer  
Service for the Western State Bank  
Expo Building.  
Agenda Item: Consent Calendar

---

**Recommendation:** Approve the Contracts for Water and Sewer Service for the Western State Bank Expo Building.

**Background:** The Western Bank Expo Building, located east of the Race Track, is currently under construction. The Public Building Committee (PBC) of the County has requested that this facility be connected to City water and sewer. Since this facility is in the County, the contracts for water and sewer have been issued and signed by the County.

**Justification:** By allowing these connections, there will be potable water and municipal sewer service for everyone who attends functions at the facility.

**Financial Considerations:** None, the PBC will be responsible for all the costs associated with construction of the water and sewer lines.

**Purpose/Mission:** The approval of these contracts will insure that the Western State Bank Expo Building will have a good reliable source of potable water and appropriate disposal of waste water.

**Legal Considerations:** None

**Attachments:** Contracts for Water and Sewer Service

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 Ford County, hereinafter referred to as

"Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: Trails addition A Plat of a Part of the North one-half of section 11, township 27 south, range 25 west of the 6th P.M. in Ford County, KS

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;

## Contract for Water 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 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 to 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.

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.

## **Contract for Water Service**

Page 3

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.

**Contract for Water Service**

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, (\$ 215 ) 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:

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

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 water service line from the point of connection to the City public water 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

---

SPECIAL CONDITIONS:

---

---

---

---

**Contract for Water Service**

Page 5

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 Water Service

Page 6

Ford County Jerry King  
Owner(s)

DATED this 17<sup>th</sup> day of Jan, 2012.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 17<sup>th</sup> day of Jan, A.D. 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerry King

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.



Sharon C. Seibel  
Notary Public

My Appointment Expires:

## *Memorandum*

*To: City Commission*  
*From: Dennis Veatch*  
*Date: 2-15-12*  
*Subject: Adopting 2009 building codes*  
*Agenda Item: Ordinances*

---

**Recommendation:** Attached you will find Ordinance No. 3526 amending and adopting revisions to Chapter IV, Building and Construction, of the Dodge City Code. The Development Services Department and the Building Board have worked together to review these codes for adoption and staff recommends approval.

**Background:** The City is currently under the 2003 International Building Codes adopted by Ordinance No. 3435 and passed and approved by the Governing Body on August 7, 2007. The International Building Codes are revised and updated every three years. They currently have updated codes for 2006, 2009 and most recently 2012. The State Fire Marshall is working under the 2006 Code and all testing and certifications for contractors and inspectors are under the 2009 Code.

**Justification:** Maintaining the most current codes is essential to the community to ensure that safe building practices are followed and that all buildings meet minimum safety standards.

**Financial Considerations:** None

**Purpose/Mission:** To assist the public and to direct and encourage quality community development which enhances the city, protects the environment, and makes the community a better place to live.

**Legal Considerations:** None

**Attachments:** Ordinance No. 3526

**ORDINANCE NO. 3526**

**AN ORDINANCE AMENDING AND ADOPTING REVISIONS TO CHAPTER IV, BUILDING AND CONSTRUCTION, OF THE DODGE CITY CODE: AND AMENDING ORDINANCE NO. 3435 OF THE CITY OF DODGE CITY: ADOPTING BUILDING AND CONSTRUCTION CODES BY REFERENCE AND PROVIDING FOR THE ISSUANCE OF PERMITS AND THE COLLECTION OF FEES FOR SAID PERMITS: PROVIDING FOR LICENSING OF CONTRACTORS AND TRADES AND PROVIDING FOR PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THE ORDINANCE.**

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

**SECTION 1:** The Table of Contents is hereby amended as follows:

- Article 1. International Building Code
- Article 2. International Electrical Code
- Article 3. International Plumbing Code
- Article 5. International Mechanical Code
- Article 6. International Property Maintenance Code
- Article 17. International Fuel Gas Code
- Article 18. International Existing Building Code
- Article 19. International Residential Code.

**SECTION 2:** The Dodge City Code provision 4-101 is amended as follows:

4-101 2009 INTERNATIONAL BUILDING CODE. The 2009 International Building Code is hereby adopted as the Building Code of the City of Dodge City for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure the structures are safe, sanitary and fit for occupation and use; and condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures in the City of Dodge City; providing for the issuance of permits and collection of fees; including Appendix.

4-101.1 AMENDMENTS AND DELETIONS TO BUILDING CODE. The following sections of the Building Codes adopted by references in this article are hereby amended or deleted as follows:

- (a.) Title-Insert: These regulations shall be known as the Building Code of the City of Dodge City, hereinafter referred to as “the code.”

- (b.) Building permits will be required for all exterior improvements for structures designated on the Local, State or National Historic Register. Exterior improvements will include the following: Window replacement, door and door frame replacement, repainting, siding , tuck pointing, gutter replacement, altering a façade, altering signage, replacing awnings, replacing roofing and making structural changes.
- (c.) Kansas State Law SB101 prohibits any jurisdiction from requiring residential sprinklers to be installed.

**SECTION 3:** The Dodge City provision 4-108 is amended as follows:

**4-108 DETACHED SMALL STRUCTURE FOUNDATIONS:**

For small detached structures containing 600 or less square ft in floor area, foundations shall meet the following requirements:

- (a.) Storage sheds of 300 sq ft or less, no foundation is required.
- (b.) Storage sheds of 300-600 sq ft in size shall have a spread footing of a minimum bottom width of 12”, and a minimum depth of 10” below grade. The structure must be 6” above grade.
- (c.) Any structure over 600 sq ft, regardless of use shall have a minimum footing of 30” depth, and 8” width. The structure must be 6” above grade.
- (d.) Any enclosed structure for the purpose of, or capable of vehicle storage shall have footings at a minimum of 30” depth, 8” width, and include a 4” parking slab of concrete or asphalt. The structure must be 6” above grade.
- (e.) All light weight, pre engineered carports shall have a footing of a minimum 12” width, and 10” depth, with a 4” parking slab of dustless surface (concrete or asphalt).
- (f.) All stick built carports must have a minimum footing of 30” depth, and 8” width. If the structure is built in “pole barn” fashion concrete piers of 30” depth 8” width are required.

**SECTION 4:** The Dodge City Code provision 4-201 is amended as follows:

4-201 2008 ELECTRICAL CODE. The National Electrical Code, 2008 Edition, as promulgated by the National Fire Prevention Association, including Appendixes A, B, & C is hereby adopted as the Electrical Code of the City of Dodge City for the purposes of providing practical safeguarding of persons and property from hazards arising from the use of electricity.

**SECTION 5:** The Dodge City Code Provision 4-301 is amended as follows:

4-301 2009 INTERNATIONAL PLUMBING CODE. The 2009 International Plumbing Code is hereby adopted as the Plumbing Code of the City of Dodge City for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, addition to, use or maintenance of plumbing systems in the City of Dodge City, providing for the issuance of permits and collection of fees, including the Appendix.

**SECTION 6:** The Dodge City Code provision 4-501 is amended as follows:

4-501 2003 INTERNATIONAL MECHANICAL CODE. The 2009 International Mechanical Code is hereby adopted as the Mechanical Code of the City of Dodge City for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to used or maintenance of mechanical systems in the City of Dodge City; providing for the issuance of permits and collection of fees, including Appendix.

**SECTION 7:** The Dodge City Code provision 4-601 is added as follows:

4-601 2009 INTERNATIONAL PROPERTY MAINTENANCE CODE. The 2009 International Property Maintenance Code is hereby adopted as the property maintenance code of the City of Dodge City.

**SECTION 8:** Dodge City Code provision 4-701 is added as follows:

4-701 2009 INTERNATIONAL FUEL GAS CODE. The 2009 International Fuel Gas Code is hereby adopted as the Fuel Gas Code for the City of Dodge City. All gas piping and gas appliances installed, maintained, altered or repaired within the City of Dodge City shall comply with the provisions of this article

**SECTION 9:** Dodge City Code provision 4-801 is added as follows:

4-801 2009 INTERNATIONAL EXISTING BUILDING CODE. The 2009 International Existing Building Code is hereby adopted as the Existing Building Code by the City of Dodge City for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings of the City of Dodge City; providing for the issuance of permits and collection of fees; including the Appendix.

**SECTION 10:** Dodge City Code provision 4-901 is added as follows:

4-901 2009 INTERNATIONAL RESIDENTIAL CODE. The 2009 International Residential Code is hereby adopted as the Residential Code of the City of Dodge City for regulating and governing construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family

dwellings and multiple single height with separate means of egress in the City of Dodge City; providing for the issuance of permits and the collection of fees; including appendix.

**SECTION 11: PUBLIC INSPECTION.** Three (3) copies of each code are on file and are open for inspection by the public in the office of the City Clerk, and made a part hereof as is fully set out on this ordinance.

**SECTION 12: EFFECTIVE DATE.** This ordinance shall take full force and effect following its adoption by the City Commission and publication in the official city newspaper, as provided by law.

**PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY AND APPROVED BY THE MAYOR THIS 20<sup>th</sup> DAY OF FEBRUARY, 2012**

---

**RICK SOWERS, MAYOR**

**ATTEST:**

---

**Nannette Pogue, City Clerk**

## Memorandum

*To: City Commission*  
*From: Dennis Veatch*  
*Date: 2-16-12*  
*Subject: New fee schedule for building permits & zoning activities.*  
  
*Agenda Item: Resolutions*

---

**Recommendation:** Attached you will find Resolution No. 2012-06 modifying the schedule of fees for services, licenses, permits and programs for building permits, subdivision and zoning activities. The Development Services/Inspection Department has worked together to review these fees for adoption and staff recommends approval.

**Background:** Staff felt it is necessary to review our current fee schedule. Building permit fees were last updated by Res. 2007-14 and approved on August 7, 2007. Subdivision & Zoning fees were last updated by Res. 2005-10 and approved on April 4, 2005. City staff surveyed other communities of similar size located in western and central Kansas.

**Justification:** After compiling the data from the surveys, City staff determined that our fees are lower than the average fees being charged by other communities in the area. Raising the fees will provide consistency and compatibility with our neighboring communities. Garden City and Liberal have both expressed the need to raise their fees and are waiting to see what we do.

**Financial Considerations:** Modifying our fees will increase the amount of money collected for these services.

**Purpose/Mission:** To assist the public and to direct and encourage quality community development which enhances the city, protects the environment, and makes the community a better place to live.

**Legal Considerations:** None

**Attachments:** Resolution No. 2012-06

**RESOLUTION NO. 2012-06**

**A RESOLUTION BY THE CITY OF DODGE CITY, KANSAS, MODIFYING THE SCHEDULE OF FEES FOR SERVICES, LICENSES, PERMITS AND PROGRAMS FOR BUILDING PERMITS, SUBDIVISION AND ZONING ACTIVITIES.**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:** that the fees for Services, Licenses, Permits and Programs of the City of Dodge City are modified as follows:

**Subdivision and Zoning:**

Zoning Map Amendment	\$200.00
Zoning Permit/Certificate	\$50.00
Plat Review Fee	
Lot Split	\$50.00
Minor Plat	\$50.00
Major Plat	\$100.00 + 5.00/Lot with Max. \$200.00/plat
Board of Zoning Appeals	
Appeals	\$50.00
Variance	\$200.00
Minor Variance	\$50.00
Conditional Use	\$200.00
Floodplain Development Permit	\$100.00
Sign Permits:	
Permanent (\$200.00 max. per property)	\$50.00
Portable Com.& Res.	\$25.00
Portable Non-profit	0.00
Sign Hanger Contractor	
Annual License	\$25.00
Fence Permit	\$25.00
Domestic Animal/Kennel Permit (Renewed Annually)	\$20.00

**Building Permits Fees:**

Residential	
New Homes/Additions	\$00.42/sq ft
Decks, porches, carports	\$00.14/sq ft
Minor remodel	\$00.22/sq ft
Major remodel	\$00.35/sq ft
Manufactured Housing/ Residential Design and Modular Housing.	\$00.35/sq ft
Water heater up to 50gal.	\$30.00
Heat/AC change	\$60.00
Residential Electric Service	\$35.00

Commercial (prices include plan review)	
Assembly	\$00.45/sq ft
Hotel/Motel	\$00.40/sq ft
Restaurants	\$00.90/sq ft
Office/Retail	\$00.40/sq ft
Minor remodel	\$00.30/sq ft
Major remodel	\$00.40/sq ft
Commercial Boiler	\$50.00
Water heater over 50 gal.	\$50.00
Heat/AC change	\$75.00
Commercial Electric service	\$50.00

**Roofing Fees:**

Residential	\$3.00/sq (10'x10')
Commercial	
Composite shingles	\$4.00/sq (10'x10')
Overlay (membrane/ gravel/rubber)	\$2.50/sq (10'x10')
Complete reconstruction (removal of decking)	\$5.00/sq (10'x10')

**Other Inspections:**

Exterior Spray Painting	\$25.00
Moving Building Permit	\$25.00
Excavation Permit	\$25.00
Mobile Home Permit (mobile home park)	\$50.00
Master Water Treatment Permit (Installed)	\$75.00
Gas Pressure Check	\$30.00
Backflow Preventer	\$25.00
Water Service	\$40.00
Sewer Service	\$40.00
Ice Machine/Condenser	\$30.00
New Establishment Agreement	\$50.00

This Resolution shall become effective upon its adoption by the City Commission and publication in the official City newspaper.

**PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS  
THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2012.**

\_\_\_\_\_  
RICK SOWERS, MAYOR

ATTEST:

\_\_\_\_\_  
NANNETTE POGUE, CITY CLERK

## *Memorandum*

*To: City Manager  
City Commissioners*

*From: Cherise Tieben*

*Date: 2-17-12*

*Subject: Dodge City YMCA*

*Agenda Item: Resolution 2012-07*

---

**Background:** Early in 2011, staff was asked if the City Commission was interested in allowing a Y.M.C.A. to operate our recreation programs and facilities. At that time, the Commission was interested in pursuing this opportunity in order to produce a tax savings for citizens, as long as the community as a whole continued to be served by a quality recreation program. However, there were various stipulations that would need to be agreed to and the group had substantial work ahead of them in order to organize a Y.M.C.A. Since those early meetings, the group has moved forward by forming the Dodge City Y.M.C.A. Steering Committee and various task forces: campaign study, recognition & audit, programming, marketing & communication and facilities. The group has been assisted by the Garden City Y.M.C.A as required by the National Y.M.C.A. organization. Ultimately the Dodge City and Garden City Y.M.C.A.'s will form a Southwest Kansas regional Board of Directors which will assure that the needs of both organizations are being realized.

**Justification:** In order for the local Steering Committee to move forward with their organizational planning, they need to be able to tell businesses and individuals what the intent of the City is regarding our Recreation programs and facilities. In addition, we believe it is the intent of the Y.M.C.A. Steering Committee to proceed with their interest in beginning a program in Dodge City whether the City participates or not. If this is the case, we believe it is not the role of government to compete with the private sector, in this case a non-profit entity that can perform the function being completed by the government for all citizens. It has been stressed repeatedly to the Steering Committee that this Y.M.C.A. must truly serve the community as a whole if it plans to utilize public facilities.

**Recommendation:** It is staffs recommendation to approve Resolution 2012-07 as guidelines for the development of a long-term agreement.

**Financial Considerations:** There will be a savings to the community in excess of one mill in the first year. However, that number cannot be pinpointed until the final agreement is completed.

**Purpose/Mission:** Together we serve to make Dodge City the best place to be.

**Legal Considerations:** None at this time.

**Attachments:** Resolution 2012-07

**Resolution 2012-07**

**A RESOLUTION AUTHORIZING CITY STAFF TO ENTER INTO  
NEGOTIATIONS OF AN OPERATING AGREEMENT WITH DODGE CITY  
FAMILY Y.M.C.A. AND ESTABLISHING EXPECTATIONS OF SUCH  
NEGOTIATIONS.**

---

**WHEREAS**, the City of Dodge City, KS (“the City”) owns the Sheridan Activity Center located at 240 San Jose Drive and the public swimming pool located at 2101 N. First Ave.; and

**WHEREAS**, the City of Dodge City, KS provides for operation of recreation programming for the community at-large; and

**WHEREAS**, the governing body of the City of Dodge City, KS is interested in exploring and potentially establishing a lease of the Sheridan Activity Center and outdoor swimming pool (“the facilities”); and

**WHEREAS**, the governing body of the City of Dodge City, KS is interested in exploring and potentially establishing an operating agreement for Sheridan Activity Center and the current City operated recreation programs and outdoor pool activities; and

**WHEREAS**, the Dodge City Family Y.M.C.A. Steering Committee (“the YMCA”) is interested in the utilization of the Sheridan Activity Center in order to operate the current City operated recreation programs and swimming facility beginning in calendar year 2013; and

**WHEREAS**, the Y.M.C.A. is currently engaged in a one million two hundred fifty thousand dollar (\$1,250,000.00) fundraising effort to establish a fund equal to three (3) calendar years of estimated operating costs for a Y.M.C.A.; and

**WHEREAS**, the City and Y.M.C.A. will not move forward with a formal agreement prior to eighty percent (80%) of the fundraising effort having been achieved.

**WHEREAS**, the governing body is interested in permitting staff to negotiate such an operating agreement allowing for the transitioning of such facilities and programs to a Y.M.C.A. beginning in the anticipated calendar year of 2013, said agreement to be subject to the final approval of the governing body.

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

Staff is hereby instructed to begin negotiations with the Y.M.C.A. utilizing the following as guidelines for an agreement that the governing body intends to consider for approval if the Y.M.C.A. meets the established fundraising goals:

1. A twenty (20) year operating agreement for Sheridan Activity Center and the outdoor public pool to be operated exclusively by Y.M.C.A. as a community facility with possible five (5) year extensions thereafter.
2. Ability of either party to terminate the agreement with one year notice of termination unless a shorter term is negotiated.
3. All City property and facilities used by the Y.M.C.A. will be insured by the City. All contents and liability insurance will be provided by the Y.M.C.A.
4. Any programming fees, assessments, rates or other charges paid by citizens in order to utilize services or activities covered under this agreement will be expected to remain the same, as is currently assessed by the City, for a term of (3) years from the date of the final agreement. In an effort to anticipate that the City may have needed to change the rates during this three year period, the Y.M.C.A. may do so, but only upon approval by the City Commission.
5. Programming shall be compliant with the American's with Disabilities Act.
6. One sitting City Commissioner shall be appointed by the governing body to serve as a voting member of the Y.M.C.A. Board of Directors, the same Commissioner shall serve on the Regional Y.M.C.A. Board of Directors.
7. One City staff member shall be appointed as an ex-officio non-voting member to the Y.M.C.A. Board of Directors.
8. Other facilities such as the Soccer Complex, Legends Complex and other City owned sporting facilities may be provided for utilization by the Y.M.C.A. for reasonably expected recreation programs for all citizens of the community. However, the use of such facilities must be scheduled in advance with the City Manager's designee. Priority for the use of such facilities will be given to Why Not Dodge programming.
9. The agreement will not prevent the City from providing or contracting with other organizations to provide activities or services not being provided by the Y.M.C.A.
10. Structural improvements made by the Y.M.C.A. to the facilities shall be subject to the prior approval of the City Manager. Improvements in excess of twenty-five thousand dollars (\$25,000.00) must also receive the approval of the City Commission.
11. All improvements made to the facilities shall be done by licensed contractors in accordance with local codes and federal regulations, such as the Americans with Disabilities Act and shall be compliant with Master Plans for the facilities or complexes as determined by the City Manager or designee.

12. The cost of the repairs to the facilities shall be decided upon by the parties during the first three (3) years of this agreement, thereafter, the repairs shall be the responsibility of the Y.M.C.A. unless otherwise agreed upon by the City.
13. All exterior signage at the facilities shall be approved by the City Manager or designee, which consent shall not be unreasonably withheld.
14. Capital improvements to the facilities shall pass to the City upon expiration or termination of the operating agreement.
15. An initial inventory of all furniture, fixtures and equipment will be prepared and agreed to in writing by the City Manager or designee and the President of the Y.M.C.A. Board of Directors.
  - a. Existing equipment shall be made available for the Y.M.C.A. to utilize for programming.
  - b. As equipment depreciates and is removed from service, the Executive Director or his designee shall notify the City Manager or designee of such need for disposal. The cost of all new or replacement equipment will be provided by the Y.M.C.A.
16. Utilities at the facilities shall be the responsibility of the Y.M.C.A.
17. There shall be no assignment of the operating agreement by the Y.M.C.A. without prior authorization of the City Commission
18. The City agrees to continue to pay salaries and benefits of current Full-time and Regular Part-time employees per a schedule to be attached to the final agreement, subject to the following conditions:
  - a. Once the current employee per said schedule leaves City service, the replacement for the position will be paid by the Y.M.C.A.
  - b. In year 2013 the Y.M.C.A. shall reimburse the City in an amount equal to 25% of the said schedule of active employees salary and benefits. In year 2014 the Y.M.C.A. shall reimburse the City in an amount equal to 50% of the said schedule of active employees salary and benefits. In year 2015 the Y.M.C.A. shall reimburse the City in an amount equal to 75% of the said schedule of active employees salary and benefits. In year 2016 and thereafter, the Y.M.C.A. shall reimburse the City in an amount equal to 100% of the said schedule of active employees salary and benefits, unless otherwise negotiated by the Y.M.C.A. Board of Directors.
  - c. These employees will be subject to both the Y.M.C.A. and the City's policies, rules and regulations. Conflicts in the policies shall be resolved by the Y.M.C.A. CEO or designee and the City Manager and written notification shall be provided to said employees.
  - d. Wages and benefits for said active employees per said schedule will be based upon the City's benefit, wage and classification schedules.
  - e. Said employees will be under the daily direction and supervision of the Y.M.C.A..

2-17-12

19. The City Commission will determine a contribution to the depreciation/capital improvement fund to be dedicated to improvements at the facilities on an annual basis.
20. Annually the Y.M.C.A. Branch Executive Director & CEO shall submit a report of activity to the City Manager for distribution to the City Commission. The Executive Director shall also make a formal presentation to the governing body regarding activities and financial solvency of the organization; the report shall also include justification for increase in fees or decrease in programming. The report shall be made by July 1<sup>st</sup> of each year.

**ADOPTED AND APPROVED THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2012.**

(SEAL)

**CITY OF DODGE CITY, KS**

**ATTEST:**

\_\_\_\_\_  
Rick Sowers, Mayor

\_\_\_\_\_  
Nannette Pogue, City Clerk

## Memorandum

*To: City Commissioners*  
*From: Ken Strobel*  
*Date: February 17, 2012*  
*Subject: Southwest Chief Passenger Service*  
*Agenda Item: Ordinances and Resolutions*

---

**Recommendation:** Approve Resolution No. 2012-08.

**Background:** There is currently consideration of an alternative Amtrak route that would re-route the train south from Newton, Kansas through the Texas Panhandle to New Mexico.

**Justification:** Amtrak has been providing rail service through Kansas between Chicago and Los Angeles. Rail service is an important transportation link to the residents of southwest Kansas that is of growing importance as energy prices curtail the attractiveness of driving and flying.

**Financial Considerations:** None.

**Purpose/Mission:** The City of Dodge City values progress, growth and new possibilities.

**Legal Considerations:** None

**Attachments:** Resolution No. 2012-08

**RESOLUTION NO. 2012 -08**

**A RESOLUTION ENDORSING EFFORTS TO MAINTAIN THE SOUTHWEST CHIEF PASSENGER SERVICE THROUGH DODGE CITY, KANSAS**

**WHEREAS**, Amtrak's Southwest Chief serves southwest Kansas on its route between Chicago and Los Angeles on the host railroad line of Burlington Northern Santa Fe; and

**WHEREAS**, eastbound and westbound trains stop at Dodge City daily and served more than 44,000 Kansas passengers in 2010; and

**WHEREAS**, Amtrak provides a transportation link to the residents of southwest Kansas that is of growing importance and will likely become critical as rising energy prices curtail the attractiveness of driving and flying; and

**WHEREAS**, railway freight traffic has declined, thereby reducing monies customarily set aside for rail maintenance and consequently forcing travel at lower speeds; and

**WHEREAS**, it has been estimated that the rail traversed by the Southwest Chief is in immediate need of more than \$100 million in rail repairs in three states, including Kansas, in order to resume normal speeds; and

**WHEREAS**, it has been further projected that rail repairs over the course of the entire rail will total \$300 million over the next ten years; and

**WHEREAS**, Amtrak is unable to make said repairs given current fiscal conditions; and

**WHEREAS**, the route of the Southwest Chief through Dodge City is threatened by an alternative route under consideration that would re-route the train south from Newton, Kansas through the Texas Panhandle to New Mexico, bypassing Dodge City

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Dodge City, Kansas that the City of Dodge City calls upon the governor of the State of Kansas, members of the legislature of the State of Kansas, and the congressional delegation of the State of Kansas to strongly endorse continuation of Amtrak's current Southwest Chief route through southwest Kansas.

**ADOPTED** by the Governing Body of the City of Dodge City, Kansas this 20th day of February 2012.

---

Rick Sowers, Mayor

ATTEST:

---

Nannette Pogue, City Clerk