

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, September 17, 2012

7:00 p.m.

MEETING #4900

CALL TO ORDER

ROLL CALL

INVOCATION by John Lucero of the Ford County Jail Ministry

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Constitution Week Proclamation – September 17, 2012 through September 23, 2012

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, September 4, 2012;
2. Approval of City Commission Special Meeting Minutes, September 10, 2012;
3. Appropriation Ordinance No. 18, September 17, 2012;
4. Approval of Change Order 1 of Concrete Street Repair;
5. Approval of Change Order 1 of Candletree #5;
6. Approval of Contract for Water Service for Tract 3 of Green Acres Sub-Division;
7. Approval to reject all bids for Thurow Park Playground Equipment.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of bids for E-Citation. Report by Chief of Police, Craig Mellecker.
2. Approval of 2011 City of Dodge City Audited Financial Statements. Report by City Clerk/Director of Finance, Nannette Pogue.

OTHER BUSINESS

ADJOURNMENT

**PROCLAMATION
FOR
CONSTITUTION WEEK**

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2012, marks the two hundred twenty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designation September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Rick Sowers, Mayor of the City of Dodge City, Kansas by virtue of the authority vested in me as Mayor of the City of Dodge City, Kansas in the county of Ford do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of Dodge City, KS to be affixed this 17th day of September of the year of our Lord two thousand twelve.

Rick Sowers, Mayor

SEAL

Attest

Nannette Pogue, City Clerk

CITY COMMISSION AGENDA

City Hall Commission Chambers

Tuesday, September 4, 2012

7:00 p.m.

MEETING #4897

CALL TO ORDER

INSTALLATION OF NEW COMMISSIONER Joyce Warshaw

ROLL CALL

INVOCATION by John Lucero of the Ford County Jail Ministry

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, August 20, 2012;
2. Approval of City Commission Meeting minutes, August 20, 2012;
3. Appropriation Ordinance No. 17, September 4, 2012;
4. Cereal Malt Beverage Licenses
 - a. Dillons Store, 1700 N. 14th Avenue

ORDINANCES & RESOLUTIONS

Resolution No. 2012-29: A resolution of the Governing Body of the City of Dodge City, Kansas giving Notice of a Public Hearing on the Advisability of Creating a Community Improvement District. Report by City Manager, Ken Strobel.

Resolution No. 2012-30: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the International Fire Code pertaining to the discharge of Fireworks within the City limits on November 11, 2012. Report by Fire Chief, Kevin Norton.

Resolution No. 2012-31: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the International Fire Code pertaining to the discharge of Fireworks within the City limits on July 4, 2013. Report by Fire Chief, Kevin Norton.

UNFINISHED BUSINESS

NEW BUSINESS

1. Appointment of League of Kansas Municipalities Delegates. Report by Nannette Pogue.
2. Approval of the Sale by the City of City owned Real Estate property to the proposed purchaser Commercial Capital Development, LLC. Report by Ken Strobel.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION SPECIAL MEETING AGENDA

City Hall Commission Chambers

Monday, September 10, 2012

5:30 p.m.

MEETING #4898

CALL TO ORDER

ROLL CALL

NEW BUSINESS

1. Approval of Right to sell Agreement and Development Agreement with Mages Group LLC. Covering Dodge City Business Park Property.

ADJOURNMENT

Memorandum

To: City Manager
Assistant City Manager
City Commissioners
From: Ray Slattery, 
Director of Engineering
Services
Date: September 7, 2012
Subject: Concrete Street Repair
ST1204
Agenda Item: Consent Calendar

Recommendation: Approve change order 1 of Concrete Street Repair

Background: Concrete Street Repair was approved by City Manager on July 2, 2012

Justification: Unclassified Excavation & 9" PCC Pavement – The additional 3 S.Y. for both of these bid items represent actual field measurements. The patch that was replaced was 2' 3" longer than what was originally anticipated.

Sub-Grade Repair – The deletion of 46 C.Y. represent actual field measurements. The reason for this under run was only minor sub-grade repair work was necessary.

Financial Considerations: Change Order 1 is for an decrease of \$875.50

Purpose/Mission: To provide a safe passage for the community to travel on 14th Avenue and Comanche Street.

Legal Considerations: N/A

Attachments: Change Order 1 and Change Order 1 description

CHANGE ORDER #1

Concrete Street Repair 14th Ave. near the Comanche St. Intersection ST 1204

ITEM:

DESCRIPTION:

Unclassified Excavation & 9" PCC Pavement – The additional 3 S.Y. for both of these bid items represent actual field measurements. The patch that was replaced was 2' 3" longer than what was originally anticipated.

Sub-Grade Repair – The deletion of 46 C.Y. represent actual field measurements. The reason for this under run was only minor sub-grade repair work was necessary.

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery, 
Director of Engineering
Services

Date: September 11, 2012

Subject: Candletree #5
PL1102

Agenda Item: Consent Calendar

Recommendation: Approve change order 1 of Candletree #5

Background: Candletree #5 was approved by City Commission on May 7, 2012.

Justification: Install 8" x 8" Tee – An additional 8" Tee was needed to complete the waterline loop on Steam Boat Dr. The developer's quote only listed one tee.

Install Curb Stops w/Boxes – This items was necessary since water services where being installed to each lot. Curb Stops are installed at the end of a water service to shut the water off until a water meter is installed and the service is extend to the house. Typically the curb stops are part of the water service bid item, but the curb stops were not included in any water service details and the quote provided to the contractor didn't include specifications stating such.

Install Silt Fence – The deletion of 36 L.F. represents actual field measurements. Not all the proposed silt fence needed to be installed.

Financial Considerations: Change Order 1 is for an increase of \$7942.00

Purpose/Mission: The completion of this project will allow the developer to construct housing for our citizens.

Legal Considerations: N/A

Attachments: Change Order 1 and Change Order 1 description

CHANGE ORDER #1

Candletree #5
PL 1102

ITEM:

DESCRIPTION:

Install 8" x 8" Tee – An additional 8" Tee was needed to complete the waterline loop on Steam Boat Dr. The developer's quote only listed one tee.

Install Curb Stops w/Boxes – This items was necessary since water services where being installed to each lot. Curb Stops are installed at the end of a water service to shut the water off until a water meter is installed and the service is extend to the house. Typically the curb stops are part of the water service bid item, but the curb stops were not included in any water service details and the quote provided to the contractor didn't include specifications stating such.

Install Silt Fence – The deletion of 36 L.F. represents actual field measurements. Not all the proposed silt fence needed to be installed.

Invoice

Invoice #: 00012208

Change Order:

Klotz Sand
PO Box 150
Holcomb, KS 67851

LOCATION / PO			TERMS		DATE	PG.
Candletree, DC			Net 10 after EOM		9/6/2012	1
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	EXTENDED	TAX
41	M	Approved - Material Change Order	\$ 55.00		\$ 2255.00	
41	LSMAT	Curb Stop Box	\$ 121.00		\$ 4961.00	
1	HL	Install Curb Stop & Curb Stop Boxes	\$ 660.00		\$ 660.00	
<p>SUB: Drilling Construction</p>						
			SUB TOTAL		\$ 7876.00	
			SALES TAX			
			TOTAL AMT.			
			APPLIED PYMT			
Please pay from this invoice, no statement will be sent. Thank You.			BALANCE		\$ 7876.00	

Memorandum

To: *City Manager*
Assistant City Manager
City Commissioners

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

Date: September 11, 2012

Subject: Contract for Water Service
for Tract 3 of the Green Acres
Sub-division.

Agenda Item: Consent Calendar

Recommendation: Approve Contract for Water Service.

Background: The City has allowed County Residents/Property Owners located adjacent to waterlines to connect service lines once a contract has been approved between the City and the Resident/Property Owner. The Property Owner is requesting two 2" water services for a trailer park located on the property.

Justification: By allowing these connections, the Residents/Property Owners have access to a potable water supply when their private wells quit working or have other issues, like contamination. The connection provides a safe supply of potable water for the Residents/Property Owners.

Financial Considerations: None, the Resident/Property Owner will be responsible for all the costs associated with the service connection. The cost of these services has been estimated to be approximately \$2,100. The Resident/Property Owner will pay the actual cost to install the services.

Purpose/Mission: The approval of this contract will insure that the County Resident/Property Owner have a good reliable source of potable water.

Legal Considerations: None

Attachments: Contract for Water 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 Robert L. Waddell JR. or Vickie A. Waddell, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: Tract 3 Green Acres Subdivision #2
a subdivision to Ford County

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

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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

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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

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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, (\$ actual amount to be determined) 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 waters services 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:

A licensed plumber shall make all hookups from the meter to house. All connections to existing well(s) shall be terminated. City personnel shall verify that all connections have been terminated and no cross connections exist prior to the water services being turned on. Any cost for relocation of the service line due to highway construction shall be paid by owners. The City of Dodge City will not guarantee continued service.

Contract for Water Service

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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

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Randy L. Waddell
Owner(s)

Tricki A. Waddell

DATED this 14 day of September, 2012

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 _____

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.

Notary Public

My Appointment Expires:

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: September 13, 2012

Subject: Thurow Playground Bids

Agenda Item: Consent Calendar

Recommendation: Staff recommends rejecting the sole bid for playground equipment for Thurow Park.

Background: Proposals were opened on Tuesday September 4th for new playground equipment for Thurow Park. Only one vendor responded to the RFP by the appropriate time. A proposal from a second vendor arrived late and so it was returned to the vendor unopened.

In lieu of accepting the sole bid, staff will review sales brochures and catalogs and acquire written quotes from three or four of the major equipment vendors. Vendors routinely at this time of year offer end of season sales promotions and by accessing those promotion the City will be able to obtain a better playground at a better price.

Quotes will be kept under a \$25,000 limit which will allow the City Manager to approve the purchase. Rebidding at this time would unnecessarily delay the project and prevent us from meeting a fall construction schedule.

Justification: This playground project is replacing equipment that was previously removed from Thurow Park because of deterioration and unsafe conditions. It will be combined with equipment donated by USD 443 that was removed from the Comanche School site to provide a larger play environment that is compatible with a bigger park.

Financial Considerations: This project was budgeted in the 2012 CIP and funds are available to meet the expense. This project was also submitted and approved for a KDHE waste tire grant which will cover the cost of the rubber safety surfacing for the playground.

Purpose/Mission: This project is consistent with the City's core purpose of ongoing improvement.

Legal Considerations: None

Attachments: Bid Tabulation

Dodge City Parks & Recreation

Bid Tabulation

Thurrow Park Playground

September 4th, 2012

Bidder	Manufacturer	Bid Bond	Addendum	Bid Price
ATCHO	Landscape Structures	n/a	n/a	\$27,400

Date: 09/12/12

To: Ken Strobel
Cherise Tieben

From: Craig Mellecker, Chief of Police

Reference: E-citation purchase

Recommendation: Two bids were obtained for the purchase of an E-citation system for the Patrol Division. Based on the bids received staff would recommend purchasing the E-citation system from Saltus Technologies because it is low bid and available on the State of Kansas Contract pricing list.

Background: The Dodge City Police Department has Forty-nine (49) sworn officers. The majority of officers serve in the uniformed patrol division. The uniformed patrol division has several functions; one of those functions is traffic enforcement. In 2011 officers conducted 6,053 traffic stops. As a result of those traffic stops 4,989 violations were issued for various traffic infractions / misdemeanors. Once a citation is issued, the court copy is turned in to the police department records division. They enter the citation in to a program called "Ticket Tracker". Once data entry is completed the citation is sent to the municipal court. This transfer from the police department to municipal court can take one (1) to four (4) days. Several issues can slow the process down. Citations that are not completed properly such as incorrect court date, legibility, location of offense etc.

To ensure compliance with State of Kansas mandates, the Dodge City Police Department currently requires the collection of data for biased based policing. On every traffic stop regardless if a citation is issued, the officer must record the following information on the "Dodge City Police Department Stop Report".

- Location of stop
- Start time
- End time
- Vehicle license number, State of issue
- Case number
- Driver name
- Driver license number
- Male or female
- Driver race
- Number of occupants
- Occupants frisked
- Vehicle search
- Was driver arrested, cited, warned

- Were any of the following found during the stop weapons, contraband, and evidence?

These stop reports are turned in to the records division. The records division then enters the data into an “Access Data Base”.

There are several goals to this project:

- Eliminate the data entry by the police department record clerks in to the “Ticket Tracker” program and the Access data base for biased based policing. The e-Citation program is web based. Since it is web based the citations are uploaded into a data base maintained by the company.
- Eliminate the transfer time of one (1) to four (4) days that it takes for a citation to arrive at the municipal court. Any time during the officer’s shift he/she can take the mobile capture system to the police department and upload the citations to the web site. Once this is done, municipal court clerks have immediate access to the citations. They no longer have to wait for the citations to be sent over from the police department.
- Elimination of the legibility issues. The capture system will scan the back of the driver license and import all of the driver’s information into the device. The officer then enters the license plate number and VIN if necessary. The officer then goes to the violation drop down box and looks for the violation that the driver committed. The officer then goes to the court date data entry box. The municipal court clerks can enter dates that the court will not be open and if an officer tries to use one of those dates, the system will tell them that date is not available and to pick another date.
- Elimination of the data entry by Municipal Court clerks. They would be able to import the citation information from the website into the Municipal Court records management system.
- Reduce the time officers are on traffic stops. With this equipment the time spent on traffic stops should be reduced. This would allow officers to spend more time patrolling their districts and having interaction with citizens in their district.

Justification: With the purchase of this equipment it will reduce the data entry requirements for police department and municipal court clerks. The citation information will be more readily available for our customers. The “Stop Report” information will be more readily available and in a searchable data base. The web based system can produce accurate reports that can be sent to the State of Kansas or used internally. The citations will be printed legible with this system. It will prevent confusion for our customers and court staff. This mobile capture system has a built in camera that can be used to take a photograph of the driver or occupants of the vehicle.

Financial Considerations: The cost of this system is \$69,012.06. The funding to purchase this system is from a COPS grant that the Police Department obtained in 2009.

Other Financial considerations

Starting January of 2013 a \$100.00 per month hosting fee will required. Starting in 2015 an annual maintenance & support fee of \$3,400.00 will be required.

Legal Considerations: None

Attachments: DigiTicket Technical Overview

Bids Received:

DigiTicket Electronic Ticketing Solution (Saltus Technologies) \$69,012.06

E-Citation / Mobile Data Capture System (Brazos Technology) \$71,396.00

- Starting in January of 2014 an annual fee of \$5,300.00 will be required for maintenance.

Memorandum

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

From: Nannette Pogue

Date: September 14, 2012

Subject: Approval of 2011 Audited Financial Statements

Agenda Item: New Business

Recommendation: I recommend the City Commission formally accept the 2011 Audited Financial Statements

Background: The 2011 audited financial statements will be presented by John Hendrickson of Kennedy and McKee at the work session prior to the regular meeting. They will go through the highlights and give the City Commission a chance to ask any questions.

Justification: Annually the City is required to have their financial statements audited.

Financial Considerations: none

Purpose/Mission: We strive for high service standards

Legal Considerations: None

Attachments: A hard copy of the audit will be available to each of the City Commissioners.