

COMMISSION Study Session
May 15, 2006 - 6:15 p.m.
City Hall

Tour of City Hall

COMMISSION AGENDA

May 15, 2006 - 7:00 p.m.

Commission Chambers

MEETING NO. 4651

CALL TO ORDER

ROLL CALL

INVOCATION by Rev. Lanny Bollicker of First Church of God

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Public Works Week

VISITORS (Limit of 5 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)

Clayton Carr of the 16th Judicial District Juvenile Services
Mary Tuytschaevers of Dodge City Public Library

CONSENT CALENDAR

1. Approval of Minutes of Regular Meeting of May 1, 2006
2. Approval of payment of bills.
3. Approval of cereal malt beverage license for:
 - A. Southwest Sports Assn. @ Legends Park, 2601 N. Central
 - B. Tianguis Grocery Store, 512 S. Second Avenue
(pending inspections and approval of City Fire, Inspection & Police Dept.)
4. Renewal of Lease Contract at Hennessey Hall with Southwest Kansas Area Agency on Aging.

ORDINANCES & RESOLUTIONS

Resolution 2006-09: A Resolution repealing Resolution 2005-05 and all other resolutions in conflict and establishing new rules, and regulations for Maple Grove Cemetery. Report by Park & Recreation Director, Paul Lewis.

UNFINISHED BUSINESS

NEW BUSINESS

OTHER BUSINESS

Commissioners
City Manager

EXECUTIVE SESSION – Attorney/Client privilege and discussion of Personnel Issues

ADJOURNMENT

CITY OF DODGE CITY
OFFICE OF THE MAYOR
PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water and waste water treatment, streets and highways, public buildings, watershed management, GIS and mapping, engineering, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, V. James Sherer, Mayor of the City of Dodge City, do hereby proclaim the week of May 21 through May 27, 2006 as

“NATIONAL PUBLIC WORKS WEEK”

in the City of Dodge City, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and the Seal of the City of Dodge City this 15th day of May, 2006.

V. James Sherer, Mayor

Clayton Carr
Executive Director



16th Judicial District Juvenile Services

114 1/2 Gunsmoke Suite 207

Dodge City, KS 67801

Phone (620) 225-7850 Fax (620) 225-7097 *x 225*

Serving Gray, Ford, Meade, Clark,
Kowa and Comanche Counties.

Gray	Ford	
Meade	Clark	Kowa
		Comanche

May 4, 2006

Sandy Masden
Dodge City Hall
806 N Second Ave
Dodge City, Kansas
67801

Re: Dodge City Commission Meeting Agenda

Ms. Masden,

I request to be given an opportunity to speak with the Commission regarding my agencies services as well as discuss appointments from the commission of three members to our Advisory Board. The terms would be three years in length. Our Advisory Board meets twice yearly in Bucklin, Kansas. We will pay mileage. The meetings are typically from 7 p.m. to 8:30 p.m in November and January.

Clayton Carr
Executive Director,
16th Judicial District Juvenile Services

MINUTES
May 1, 2006 - 7:00 p.m.
MEETING NO. 4650

MAYOR Jim Sherer called the regular meeting to order at 7:00 p.m.

RESPONDING TO ROLL CALL were Mayor Sherer, Commissioners Terry Lee, Kent Smoll, and Rick Sowers. Reported absent was Commissioner Jim Lembright.

The Invocation was given by Vernon Bogart, Chaplin at Fort Dodge.

The PLEDGE OF ALLEGIANCE was recited.

PETITIONS & PROCLAMATIONS

Mayor Jim Sherer read a proclamation naming May, 2006 National Mental Health Month in Dodge City.

VISITORS (Limit of 5 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)

S. L. Martin, Interim CVB Director, updated the Commission on tourism and Dodge City statistics.

The City of Character trait for May – Discretion – was presented by Jane Longmeyer.

Ryan Carpenter talked about some information regarding Wyatt Earp Reconstruction Project. The Kickoff Celebration is set for Friday, May 12th, at the Boot Hill Parking lot from noon to 1:00 p.m.

The CONSENT CALENDAR was approved on a motion by Commissioner Smoll, seconded by Commissioner Sowers, by a vote of 4-0.

1. 1. Approval of Minutes of Regular Meeting of April 17, 2006
2. Approval of payment of bills.
3. Approval of contract with for fireworks show for the July 4th celebration.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Lee moved to table the appointment of a Commissioner to the **Convention & Visitors Bureau Advisory Board** pending a review of the makeup of the board. The motion was seconded by Commissioner Sowers and passed by a vote of 4-0. Commissioner Smoll was appointed to the Commission representative on the **Dodge City/Ford County Economic Development Corporation Board** by a motion by Commissioner Sowers, seconded by Commissioner Lee, by a vote of 4-0.
2. Kelly Ayala was appointed to a vacancy on the Convention & Visitors Bureau Advisory Board as recommended by the CVB Advisory Board on a motion by Commissioner Sowers, seconded by Commissioner Smoll, by a vote of 4-0.
3. A bid for dump truck/snow plow for Street Department from Dodge City International in the amount of \$96,507 was approved on a motion by Commissioner Smoll, seconded by Commissioner Lee, by a vote of 4-0.
4. A proposal from Professional Engineering Consultants to develop water rights, refurbish two water wells and treat or move 2 water wells in the amount of \$726,859 was approved contingent upon the City Attorney reviewing and approving the contract, on a motion by Commissioner Lee, seconded by Commissioner Smoll, by a vote of 4-0.
5. A bid for the 2006 Asphalt Street Reconstruction from Klotz Sand Company, Inc. in the amount of \$534,154.42 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lee, by a vote of 4-0.
6. A bid for widening and drainage improvements to Avenue A from APAC-Kansas, Inc. Shears Division in the amount of \$146,013.59 was approved on a motion by Commissioner Smoll, seconded by Commissioner Sowers, by a vote of 4-0.
7. The Civil Rights/Housing Policy was approved on a motion by Commissioner Smoll, seconded by Commissioner Lee, by a vote of 4-0.
8. Land Acquisition Agreements for West Wyatt Earp Reconstruction Project and appraiser and legal fees as follows were approved on a motion by Commissioner Sowers, seconded by Commissioner Lee, by a vote of 4-0.

Kwik Shop – Dillon Real Estate	\$190,000	
Cowboy Supply – Kirby	\$ 20,500	
King’s Buffet	\$ 36,000	
Reinert Real Estate	\$ 71,048	
Burger King-Two Day Properties	\$ 38,000	
McDonald’s	<u>\$ 26,750</u>	
Total	\$382,298	
Hitz Appraisal Service	\$ 1,620	
Jeff Heirs	\$ 1,440	
Frank Rose	\$ 1,500	
David Snapp, Guardian Ad Litem	<u>\$ 150</u>	
Total	\$ 4,710	\$387,008

OTHER BUSINESS

City Manager, Jeff Pederson reported:

1. Website re-design bids are due May 23. We are working on making the Agenda packet available on line.
2. The Depot Phone Project should be operational next week. There is also an effort underway to get funds for the waiting room benches. We have approximately 27 volunteers interested in manning the station.
3. A Special meeting of the joint City and County Commissions is in the works to deal with some joint issues.
4. A tentative date of May 16 is being worked on for Commission orientation.

Commissioner Sherer commented the Fireworks contract was approved on the Consent Calendar, so the City will be gearing up for our annual July 4th Celebration.

On a motion by Commissioner Smoll, seconded by Commissioner Sowers, the meeting adjourned by a vote of 4-0.

Mayor

Attest:

Nannette Pogue, City Clerk

(Individual)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

COUNTY, KANSAS, APRIL 26, 20 06

TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS

or

THE BOARD OF COUNTY COMMISSIONERS OF FORD COUNTY, KANSAS

I hereby apply for a license to retail cereal malt beverages in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages; for the purpose of securing such license, I make the following statements under oath:

1. (a) Name of proposed licensee ISMALL HERNANDEZ

(b) Age 52

(c) Place and date of birth MICHOACAN, MEXICO JUNE 26, 30 1954

(d) Residence address 2201 ROBIN ROAD DODGE CITY, KS

(e) I have been a resident of the State of Kansas THREE years.

I have been a resident of the City of DODGE CITY, FORD County THREE years.

2. The premises for which the license is desired are located at 512 S. SECOND DODGE CITY,

(a) The legal description of said property is LOTS PART 3+4, BK 9, SUBDIVISION CRAWFORD

(b) The street number is 512 S. SECOND

(c) The building to be used is A GREGORY STORE

(d) The business will be conducted under the following name: TRIANGULS

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is

ISMALL HERNANDEZ 2201 ROBIN ROAD

4. I am a citizen of the United States. Yes (X), No ()

(a) My citizenship arises by birth (), Naturalization (X).

(b) My place of naturalization and the date thereof is as follows: LOS ANGELES, CALIFORNIA MAY, 31 20 1996

5. I have (), have not (X), been convicted of a felony within two years immediately preceding the date of this application.

6. I have (), have not (X), been convicted of a crime involving moral turpitude within two years immediately preceding the date of this application.

7. I have (), have not (X), been adjudged guilty of drunkenness within two years immediately preceding the date of this application.

8. I have (), have not (X), been adjudged guilty or entered a plea, or forfeited bond on a charge of driving a motor vehicle while under the influence of intoxicating liquors within two years immediately preceding the date of this application.

9. I have (), have not (X), been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.

10. My place of business will be conducted by a manager or agent— Yes (), No (X)

(a) If the answer above is yes, the name, age, and residence of manager or agent is

Said manager or agent does (), does not (), have the qualifications to have a license issued in his own name. The same to be determined by reference to K.S.A. 41-2703, K.S.A. 41-2702. Specifies concerning his residence, citizenship, and the answers to questions 5 through 9 are as follows:

11. I have (X), have not (), been a resident of this State for at least one year immediately preceding making this application.

12. My spouse would (), would not (X), be eligible to receive a retailer's license.

(a) If the answer is would not, explain what the fact or facts are that would cause your spouse to be ineligible.

13. This application is for a license to retail cereal malt beverages for consumption on the premises (). For a license to retail cereal malt beverages in original and unopened containers and not for consumption on the premises (X).

A license fee of \$ 12.50 is enclosed herewith.



City of Dodge City

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8184

Memorandum

To: City Commission
Jeff Pederson, City Manager
From: Paul Lewis, Parks & Recreation Director
cc: SMPC Advisory Board
Date: May 11, 2006
Subject: Hennessy Lease w/SWKAAA

A handwritten signature in black ink, appearing to be "P. Lewis", located to the right of the "From:" line.

Attached with this memo is a lease between the City and the Southwest Kansas Area Agency on Aging, Inc., for office space in Hennessy Hall. The lease is a renewal of an existing lease and involves the east wing of the first floor.

The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for 10 years and the annual lease amount is \$36,000 payable in \$3,000 monthly installments. This rate was based on 6,000 square feet at the standard \$6 per square foot annual rate.

The Southwest Kansas Area Agency on Aging, Inc. has been a tenant in Hennessy Hall for the past ten years and has been our primary tenant.

I will be happy to answer any questions or provide any additional information if needed.

HENNESSEY HALL LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD), and Southwest Kansas Area Agency on Aging, Inc., a Kansas not-for-profit corporation, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately 6,000 square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises."
2. **TERM:** The term of this lease shall be for a period of ten (10) years commencing March 1, 2006, and terminating February 28, 2016, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During this lease, the TENANT shall pay the LANDLORD annual rental in the amount of \$36,000 per year, representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of \$3,000.00, commencing on the first day of March, 2006, and continuing monthly thereafter for the duration of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT.** It is agreed by the parties, that in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on

the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant bases on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately 6,000 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 16%.
 - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 16%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 6,000 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
 - (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on March 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
 - (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2006.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this lease the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and

heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.
7. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
8. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
9. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonable withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease

premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

10. **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date. In the event of such termination by the LANDLORD, the LANDLORD will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of the lease as set forth herein. In the event of a termination of this lease by the LANDLORD, by reason of the sale of the leased building facility to a third party as provided above, the LANDLORD will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

If the termination occurs during the year in which the improvements were made, reimbursement shall be 100% of the actual cost of improvements;

If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be 66% of the actual cost of such improvements;

If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be 33% of the actual cost of such improvements;

If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

11. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss or damage by fire and all

casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

12. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expensed by the LANDLORD in defending against any such claims or causes of action.

13. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are

not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.

14. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
15. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
16. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
17. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Box 1636, Dodge City, KS 67801.
19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in day and year written below.

CITY OF DODGE CITY, A MUNICIPAL CORPORATION

By: _____

V. JAMES SHERER, MAYOR

APPROVED:

NANNETTE POGUE, CITY CLERK

SOUTHWEST KANSAS AREA AGENCY ON AGING, INC.

By: _____

DAVID L. GEIST

EXECUTIVE DIRECTOR

ATTEST:



City of Dodge City

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8184

Memorandum

To: City Commissioners
Jeff Pederson, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: May 11, 2006
Subject: Cemetery Rules, Regulations, and Fees

A handwritten signature in black ink, appearing to be "P. Lewis", located to the right of the "To:" and "From:" lines.

Attached with this memo is a proposed resolution containing revisions to the rules and regulations for Maple Grove Cemetery and an update to the schedule of fees and charges. The proposed changes deal with a modification to the guidelines for installing monuments and markers; revision of a couple of fees for services; and a change in the standards and treatment of temporary decorations on grave sites.

A summary of significant changes is as follows:

- **Monument Guidelines** – Changes were made in the standards and requirements of foundations for monuments and markers. The new language clarifies how monuments should be set and provides a consistent appearance within cemetery sections. The standards were developed based on input from local monument dealers and represents practices they already utilize.
- **Fees and Charges** – The fees for interment was increased from \$225 to \$250 and disinterment from \$350 to \$400 to reflect the City's increased cost with our backhoe operator. The fee for funeral equipment (tent, chairs, and lowering device) was increased from \$75 to \$100. That amount still compares favorably with charges applied by commercial operations.
- **Temporary Decorations** – By far, the most significant changes relates to guidelines associated with temporary decorations. This revision establishes four periods throughout the year when temporary decorations can be left on a grave site. Temporary decorations will be allowed at Memorial Day, Veteran's Day, through the winter holiday season and at the anniversary of the date of passing. Except for flowers maintained in approved receptacles, all other temporary decorations will be removed outside of those time periods.

For many years, the City has not permitted permanent decorations to grave spaces other than monuments and markers. Temporary decorations including small statutes, flags, etc. were allowed but the only standard for removing those items was when they became unsightly. That

has created the situation where all kinds of items including plant hangers, wrought iron arches and variety of other items are being placed around grave sites and they're interfering with staff's ability to maintain the grounds and has lead to a less formal and consistent appearance in the cemetery.

With these guidelines, individuals will have defined opportunities to decorate grave spaces with a variety of items of personal interest. The rest of the year, cemetery staff will remove any temporary decorations to reduce clutter and interference with maintenance operations.

Beginning sometime after Memorial Day, cemetery staff will start to remove all remaining temporary items, some of which have been permanently anchored and installed. Our intent is to provide signage and produce media coverage to alert the community of the impending policy change so that individuals can remove most items on their own. Initially, all items removed by staff will be tagged and stored for a period of time to give community members and additional opportunity to reclaim decorations. Finally, an informational piece will be created and provided to the funeral homes to inform future interments of the rules and regulations.

These changes and additions were discussed with the Cemetery Advisory Board at their annual meeting in December and are now being incorporated into the proposed resolution. The Advisory Board and staff both recommend resolution 2006-09 be adopted. If there are any questions I'll be happy to address them or provide more information if needed.

RESOLUTION 2006-09

A RESOLUTION REPEALING RESOLUTION 2005-05 AND ALL OTHER RESOLUTIONS IN CONFLICT AND ESTABLISHING NEW RULES, REGULATIONS, AND FEES FOR MAPLE GROVE CEMETERY

WHEREAS, The City is the owner of Maple Grove Cemetery and is responsible for the maintenance and care of the property; and

WHEREAS, The creation of policies and regulations are necessary in order to provide for the efficient and effective operation of the cemetery; and

WHEREAS, The City desires to establish a reasonable and equitable schedule of fees and charges necessary to offset the cost of providing services at the cemetery; and

WHEREAS, the governing body of the City of Dodge City, Kansas, deems it necessary to adjust the Maple Grove Cemetery Rules and Regulations of Operation and Maintenance and to revise the fees and charges associated with cemetery operations.

NOW, THEREFORE, be it resolved by the governing body of the City of Dodge City, Kansas that the following rules, regulations, and fees be adopted for Maple Grove Cemetery:

Section 1: Internments

- A) Notice of Internments
 - 1) Request for grave opening and closing shall be made a minimum of 10 working hours prior to need.
 - 2) Internments will not be scheduled less than one hour apart without cemetery supervisor's approval.
 - 3) No internments will be scheduled Saturday afternoons, Sundays, or on city observed holidays except for the Friday after Thanksgiving.
- B) All information pertinent to the interment shall be provided to the cemetery supervisor or his/her designee to include but not limited to:
 - 1) Name and address of the lot owner
 - 2) Lot and block number on which burial is to be made
 - 3) Name of person applying for permission for interment
 - 4) Name and address of funeral home in charge of the body
- C) Only one traditional burial and one cremation, two cremations, or two baby internments shall be allowed in any one grave space with the exception of Garden of the Apostles which is specifically designed for double burials.
- D) All vaults and/or outside receptacles must be constructed of reinforced concrete or 12 gauge metal minimum. No vault shall be installed until the plans, specifications and location shall have been approved by the supervisor. No surface mausoleum or above ground vaults or crypts are allowed.

Section 2: Disinternment

- A) All information pertinent to the disinternment shall be provided to the cemetery supervisor or his/her designee to include but not limited to:
 - 1) Name and address of person making/authorizing the request.
 - 2) The lot and block number of the grave to be disinterred.
 - 3) Name and address of the funeral home in charge of the disinternment arrangements.

Section 3: Monuments and Markers

- A) The purpose of these rules and regulations is to maintain uniformity and consistency with the installation and appearance of monuments and markers in Maple Grove Cemetery. These standards provide for a generally accepted appearance and ease of maintenance.
- B) All monuments shall be granite, bronze or marble. No other materials will be allowed.
- C) Except for the conditions listed below, only one monument or marker may be placed on a single grave space. The marker shall be placed at the head of the grave.
 - 1) Veterans may be recognized with a Veterans marker provided by U.S. Department of Veterans Affairs. If used as a second marker, the Veterans marker must be flush with the ground and placed at the foot of the grave.
 - 2) Family Blocks
 - (a) Family blocks are defined as a minimum of four contiguous grave spaces.
 - (b) Family blocks will be allowed a family monument according to the regulations specified in Paragraph F below. Only one upright family monument per block will be permitted. Any additional monuments must be flush markers.
 - (c) Corner Stones – Family blocks may be marked with corner stones or granite not less than six inches dress on all sides and not less than ten inches deep, and shall not project above the level of the ground.
- D) Permits for Monuments
 - 1) Permits are required for the placement of any monument, marker, or headstone. Before a permit is issued the Cemetery Supervisor or his designee must first approve the monument for size, style, and location.
 - 2) Permits may be obtained at the cemetery office.
- E) Monument/Marker Foundations
 - 1) All monuments and markers shall be located within the lot lines of each grave space. No part of the monument or marker shall protrude beyond the limits of the monument foundation.
 - 2) All monuments shall be placed on a foundation of either fresh poured or pre-cast concrete of not less than four inches in depth. Any foundation less than ten inches (10”) in depth must be supported by post holes filled with freshly poured concrete two feet deep and approximately 6” in diameter. Post holes shall be equally spaced on the center line along the length of the foundation. Single monuments will be supported by two post holes and family or companion markers shall have three.

- 3) The foundation shall be set level with the ground, at the head of the grave space on undisturbed ground, equal distance from the side boundaries. The center line of monuments and markers shall be set on the center line of the foundation.
- 4) Except for Maple Grove West and baby graves as denoted below, foundations shall be 20" in width and provide a minimum 3" flange surrounding the monument.

F) Upright Monuments

- 1) A standard, upright tablet is recommended in those divisions where upright monuments are permitted. Any deviation from this standard must have prior approval from the Cemetery Advisory Board.
- 2) Monuments for single standard grave spaces shall not exceed three feet (3') in height, forty-two inches (42") in length and fourteen inches (14") in width. These maximum dimensions shall also pertain to any design that incorporates a base. A base must be a minimum of four inches (4") in height.
- 3) Family or companion monuments shall only be placed on a minimum of two (2) standard spaces, provided that such a monument shall not exceed four feet (4') in height; eighty-four inches (84") in length; and fourteen inches (14") in width. These maximum dimensions shall also pertain to any design that incorporates a base. A base must be a minimum of four inches (4") in height.
- 4) Flower Receptacles for cut and artificial flowers are permitted as long as the vase is incorporated into a monument base. In-ground receptacles are not permitted with upright monuments.

G) Flush Markers

- 1) Flush markers only are permitted in Divisions 11, 14, 17, 18, Babyland, and Divisions A, B, C and Garden of the Apostles of Maple Grove West.
- 2) Maple Grove East
 - (a) Markers for single standard grave spaces shall not exceed forty-two inches (42") in length and fourteen inches (14") in width.
 - (b) Companion markers shall only be placed on a minimum of two (2) standard spaces, provided that such a marker shall not exceed seventy-two inches (72") in length and fourteen inches (14") in width.
- 3) Maple Grove West
 - (a) Markers for single standard grave spaces shall not exceed thirty-six inches (36") in length and fourteen inches (14") in width which shall include the foundation.
 - (b) Companion markers shall only be placed on a minimum of two (2) standard spaces, provided that such a marker shall not exceed sixty inches (60") in length and fourteen inches (14") in width which shall include the foundation.
 - (c) Markers in the Garden of the Apostles section shall not exceed twenty-four inches (24") in length and thirty-six inches (36") in width including the foundation.
 - (d) Skirts or flanges for markers in Maple Grove West are prohibited.
- 4) Baby Graves
 - (a) Markers for baby graves shall not exceed twenty four inches (24") in length and twelve inches (12") in width. Foundations shall not exceed 18" in width and 30" in length.

5) Flower Receptacles

- (a) In-ground or inverted receptacles for cut flowers are permitted if installed flush with the ground. The receptacle must be of a type that can be stored away below grade when not in use. Receptacles can be installed centered in front of the marker or at either end of the marker when incorporated with the overall length requirements.
- (b) Vases are not permitted for baby graves.

Section 4: Grave Decorations, Ornaments and Embellishments

A) Permanent Decorations

- 1) Permanent decorations, ornaments, or embellishments of any kind, including, but not limited to, fences, wrought iron, benches, statutes and figurines are not permitted as these become hazardous and interfere with cemetery operations.
- 2) Adhering or attaching items such as, cards or pictures or decorative elements to memorials and monuments or to crypt fronts (other than vases provided by the City), is not allowed. These objects will be removed by cemetery management whenever found on a grave or at a crypt site.
- 3) Slabs or grave coverings other than turf are prohibited.

B) Temporary Decorations of Graves

- 1) Temporary decorations shall be confined to: artificial and real flower arrangements, wreaths, potted plants, flags, figurines not more than 18" in height; and hanging iron planters provided they are placed around the headstone as close to the foundation as possible.
- 2) In order to maintain a neat appearance and to facilitate cemetery maintenance, temporary decorations, other than cut and artificial flowers as described below, are permitted only the three days prior to and the six days after the following periods:
 - (a) Memorial Day
 - (b) Veterans Day
 - (c) Winter Holiday season beginning December 25th through January 1st.
 - (d) Anniversary of the date of passing
- 3) Cut/Artificial Flowers
 - (a) Cut and artificial flowers are allowed at any time as long as they are maintained in receptacles permitted under these regulations.
 - (b) The use of glass jars, bottles, tin cans, and the like for receptacles for artificial and cut flowers is strictly prohibited.
 - (c) Any withered and faded flowers or artificial flowers that become unsightly will be removed without notice.

- 4) Funeral designs and floral pieces shall be removed from new internments when they become wilted or unsightly. Persons desiring to retain any such piece must remove the same within forty-eight hours after interment.
- 5) The Cemetery Supervisor will remove decorations from any grave space outside of approved periods. Unless prior arrangements are made, cemetery staff will not be responsible for the return of any temporary decorations to the family.

Section 5: Work, Maintenance and Repairs in the Cemetery

- A) Ordinary maintenance shall be the responsibility of cemetery staff and shall include mowing, tree care, weeding, painting, and trimming of the grounds, repairs to graves, mausoleums, and crypts.
- B) Repairs to monuments and markers shall be the responsibility of the family. All such work shall be performed under the direction of the cemetery supervisor or his/her designee.
- C) Persons desiring to do work other than ordinary maintenance (i.e. mowing, trimming) on any lot or grave shall first secure permission from the cemetery supervisor or his/her designee.
- D) No one other than cemetery staff shall be allowed to spray any chemical agent including fertilizers, weed killers, herbicides, and ground sterilants at any time.

Section 6: Planting of Trees, Shrubs and Flowers

- A) All landscaping including planting of trees, shrubs, and flowers will be done by cemetery staff. Lot owners are urged to consult with the cemetery supervisor regarding matters pertaining to the general beautification, care, and maintenance of lots in the cemetery.
 - 1) Existing lot plantings may be removed by the City when they become unsightly, undesirable, or interfere with cemetery maintenance and may not be replaced.
 - 2) Any plantings, shrubs, or trees wrongfully placed will be removed by cemetery staff without notice.
- B) Memorial Trees and Plantings - The Cemetery will accept donation of trees and shrubs to be planted in a suitable area of the cemetery. The Cemetery Supervisor will make the decision of the location of the planting.

Section 7: Vehicle Restrictions

- A) No unauthorized vehicle shall be permitted to drive at any place within the cemetery except on defined roads. Driving on walkways, grass, alleys, or in vacant places etc. is prohibited.
- B) Violators - If any person or persons shall violate any of the provisions herein contained they shall be deemed guilty of a misdemeanor and shall upon conviction thereof be fined in an amount determined by city code.

Section 8: Hours of Operation/Visitation

- A) Cemetery Maintenance/Office Hours - 7:00 a.m. to Noon and 1:00 p.m. to 4:00 p.m. Monday through Friday
- B) Hours of Visitation - 7:00 a.m. – Sunset.

- 1) Any unauthorized person found in the cemetery after hours may be prosecuted.

Section 9: Fees and Charges

A) Article 9, Section 1 of the Dodge City Code is hereby amended as follows:

- 1) Grave Spaces

- (a) Standard single grave space \$250
- (b) Baby grave No Charge
 - (i) Space in the designated baby grave section is provided at no cost for residents of Ford County as space permits for infants less than one (1) year of age.

- 2) Maple Grove West Mausoleum

- (a) Top Row \$1,000
- (b) Middle Two Rows \$1,200
- (c) Bottom Row \$1,000

- 3) Scroggins Mausoleum Crypts

	Chapel Crypts (Inside)		Patio Crypts (Outside)	
	Side by Side	End to End	Side by Side	End to End
Level E	\$2,000.00	\$1,800.00	\$1,600.00	\$1,400.00
Level D	\$2,100.00	\$1,900.00	\$1,700.00	\$1,500.00
Level C	\$2,350.00	\$2,150.00	\$1,950.00	\$1,750.00
Level B	\$2,500.00	\$2,300.00	\$2,100.00	\$1,900.00
Level A	\$2,300.00	\$2,100.00	\$1,900.00	\$1,700.00

- 4) Scroggins Mausoleum Niches

- (a) Pedestal \$1,000
- (b) Foyer \$750
- (c) Glass
 - (i) 12x12 \$900
 - (ii) 12x15 \$1,200
 - (iii) 12x24 \$1,200

- 5) Internments

- (a) Standard Grave Service \$250
- (b) Baby Grave Service \$50
- (c) Cremation Urns \$100

- 6) Disinterment

- (a) Traditional grave \$400
- (b) Cremations \$100

- 7) Other Charges

- (a) Funeral Service Equipment \$100
 - (i) Includes tent, chairs, grass carpet, and lowering device.

- | | |
|-----------------------------|------|
| (b) Scroggins Chapel Rental | \$50 |
| 8) Monument Permits | |
| (a) Single headstone | \$15 |
| (b) Double headstone | \$25 |

Section 10: Advisory Committee

- A) A cemetery advisory committee is established for the purpose of reviewing rules and regulations and any other matters pertaining to the operation of Maple Grove Cemetery and making recommendations to the City Commission.
- B) Members - The committee shall be comprised of one representative from each of the funeral homes in Dodge City and a representative of any local monument company along with the Director of Parks and Recreation or his designee.
- C) Meetings
 - 1) Annual Meetings - The committee shall meet annually at the date and time established by the Director of Parks and Recreation.
 - 2) Special Meetings – If necessary a special meeting may be called by the Director of Parks and Recreation who shall provide adequate notice of date and time.
- D) Reports - Reports of all meetings and any recommendations shall be provided to the City Manager and City Commission. The City Commission may or may not act on any recommendation presented or may refer it back to the Advisory Committee for additional consideration.
- E) **Section 11: BE IT FURTHER RESOLVED this resolution shall take effect following its adoption by the Governing Body.**

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City this 15th day of May, 2006

V. JAMES SHERER, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK