

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, May 20, 2013

7:00 p.m.

MEETING #4923

CALL TO ORDER

ROLL CALL

INVOCATION by Elder Arthur Foote of Hanna Memorial Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Public Works Week

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).

Summer Bates – Locate Dennis Hopper Statues at TM Deal Property

Presentation to Sue Martinez for her Service to the Zoning Board

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 6, 2013;
2. Appropriation Ordinance No. 10, May 20, 2013;
3. Cereal Malt Beverage License;
 - (a) High Plains Pizza Hut #103, 1513 W Wyatt Earp Blvd
 - (b) High Plains Pizza Hut #104, 110 W Frontview

ORDINANCES & RESOLUTIONS

Resolution No. 2013-23: A Resolution of Support for TIGER Grant application for Amtrak.
Report by Assistant City Manager, Cherise Tieben

Resolution No. 2013-24: A Resolution to Amend Sewer Rates to add Mid America Truck Wash Sewer Rate. Report by Director of Engineering Services, Ray Slattery.

Resolution No. 2013-25: A Resolution Making Certain Findings and Determinations as to the need for Housing within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be Designated as Rural Housing Incentive District within the City (Summerlon Phase I). Report by Special Projects Asst. Leslie Lomas.

Ordinance No. 3562: An Ordinance of Dodge City directing the installation of a Stop Sign at the intersection of Avenue D and Brier Street for west bound traffic and Providing Penalties for the Violation of the Provisions of this Ordinance. Report by Director of Engineering, Ray Slattery.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Lease Agreement for Mariah Hills Restaurant. Report by Director of Parks & Recreation, Paul Lewis.

OTHER BUSINESS

ADJOURNMENT

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, sewers, streets and highways, public buildings, 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, E. Kent Smoll, Mayor of the City of Dodge City, do hereby proclaim the week of May 19 through May 25, 2013 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 20th day of May, 2013.

E. Kent Smoll, Mayor

Attest

Nannette Pogue, City Clerk

Multi-Cultural Park Request

On behalf of the Dodge City Area Arts Council, I am requesting making formal request to create a Multicultural Park on the property located between Spruce and Vine streets on 3rd Ave.

Goals & Objectives

- 1: Create a Multicultural Park representing the various cultures inhabiting Dodge City.
- 2: The Multicultural Park will have Open Air Structures to house and protect the Dennis Hopper Sculptures.
- 3: Half of the Multicultural Park will include an Area for Arts and Crafts Fairs and the Farmers Market as well as other possibilities
- 4: The Multicultural Park will convey a sense of “Welcome” for all cultures through the use of Murals and creative areas.
- 5: The Creation Process of the Park will allow for more Art Creative’ s jobs in Dodge City.
- 6: The Multicultural Park will be visually incorporated into the Down town area and the Carnegie Center for the Arts, providing a visual continuation all the way to the Cowboy Statue.

Responsibilities

Dodge City Area Arts Council

1. responsible for the care, maintenance and insurance of the Dennis Hopper Sculptures
2. Responsible for the Care of the Murals.

City of Dodge City/ Parks and Rec

1. Responsible for the care and maintenance for the park aspects, including water, landscaping and mowing if applicable.

Other entities interested in helping – Women’s Chamber of Commerce Beatification Project

Supporters for the Multicultural Park and interest in Possible Participation.

- Main Street Dodge City
- Terry Jansen
- Ric Marbouef and M.R. Builder
- Women’s Chamber of Commerce
- CVB
- Tourism Coalition.

Financial Opportunities Available if Approved

Nation Endowment for the Arts Grant due August 8th

Tourism and Attractions Grant

Capital Campaign if Applicable

I am currently researching other Grants and possibilities.

This is a wonderful opportunity for us to create something “Beautiful and Unique” at this location that will encompass all of us. The Multicultural Park will be a creative outlet for our community and an attraction for visitors. This area can also be utilized during festivals and events.

1. Murals on each side of existing walls. Provides jobs for Creatives to design and create the Multicultural Murals. We want to celebrate all the cultures that make Dodge City.
2. Use existing concrete floor as a seating area and art area. Cover with a cement paint coating
3. Left portion of property will have a small walking path and some landscaping. Inspiration.
4. Right side of Property will have an open area for the Farmers Market and Arts and Crafts Shows.
5. Canopies such as those at Legends Park used to cover the portion with three walls. These types of canopies can be used at Other areas such as Eisenhower Park
6. Incorporate benches approved by Main Street to help with the flow. The Multicultural Project can provide money for the placement if the benches through out eowntown.
7. Inspired by Ryan Carpentars Vision - create a Mexican Village Memorial. This will continue to help tie in the promenant Hispanic Culture.
8. Placement of Dennis Hopper Sculptures - open air structure to help with protection.
9. Brick and iron fence surrounding the park - similar to the Carnegie to tie it into the area.
10. Gate for vehicle access to be dtermined

Side walk possibilities

Special features

Iron esles/sculpture for functionality to allow artists a place to sit and work

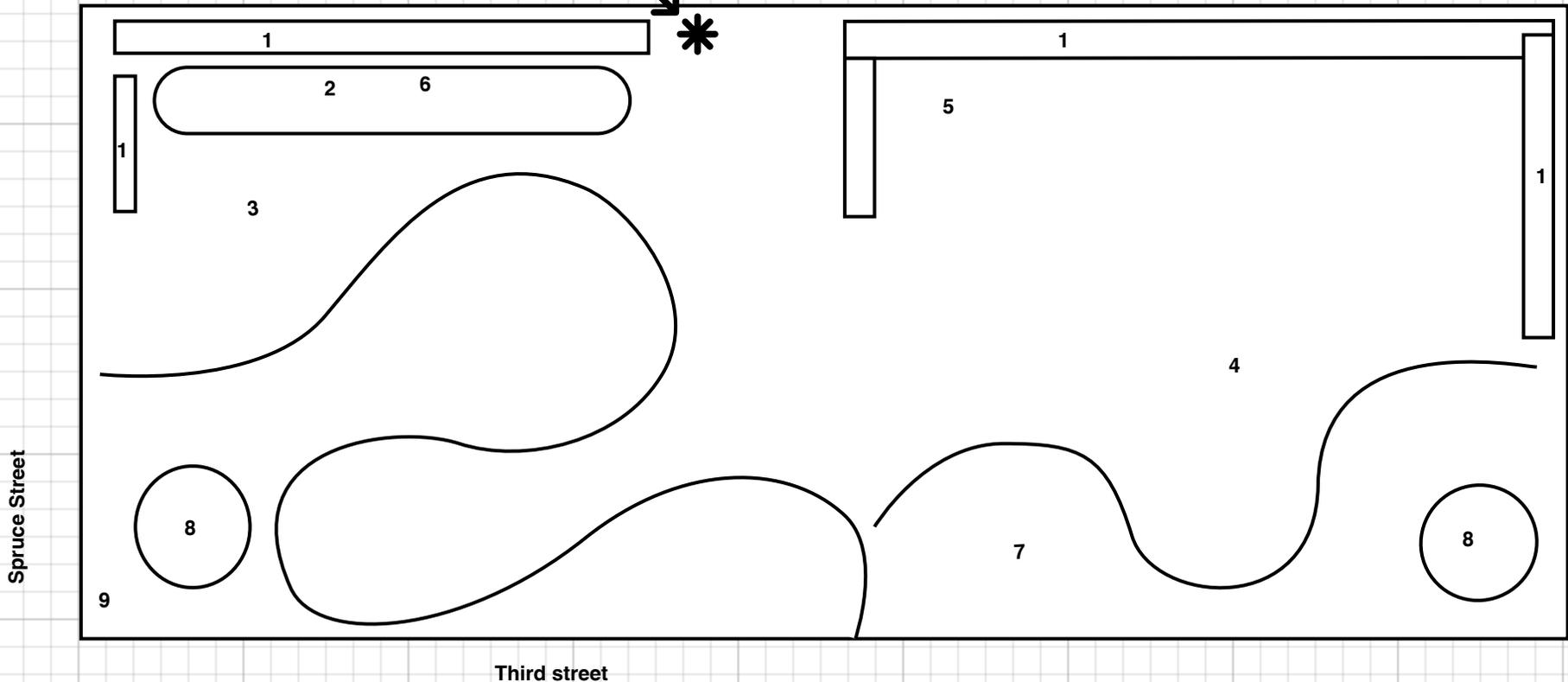
Multi cultural Murals Inspredby Dodge City. Concepts created by cultural representatives

Tables and chairs for interaction

Incorporate the time caps,e as a prominent feature

Sinage for Hopper Art Work, Murals, down town and Cowboy Sculpture.

Replace missing wall



CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, May 6, 2013

7:00 p.m.

MEETING #4921

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Joyce Warshaw, Kent Smoll and Brian Delzeit. Jim Sherer absent.

INVOCATION by Elder Arthur Foote of Hanna Memorial Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Kent Smoll opened the Public Hearing on the Tax Abatement for SC & JC, LLC (Curtis Machine). Report given by Joann Knight, Economic Development.

Commissioner Rick Sowers moved to close the Public Hearing. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

PETITIONS & PROCLAMATIONS

National Tourism Week – Jan Stevens, Convention Visitors Bureau spoke on behalf of National Tourism Week. Kerri Baker, spoke, representing Boothill Museum. Kent Stehlik spoke, representing Tourism Task Force. Alan Bailey thanked the City Commission for their support of Tourism

Amtrak & National Train Day - Melissa McCoy, Chairman of Main Street spoke about activities during the month on behalf of Amtrak & National Train Day.

National Historic Preservation Month 2013

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).

Ralph Nall, Executive Director of United Wireless Arena and Magourirk Conference Center, spoke about the activities at the Arena and Conference Center during the 1st quarter.

Chelsey Fisher, Main Street, spoke regarding an award that Main Street Dodge City has received.

Morales Boxing Coach – no longer has a place for the boxing program. Asking for help to locate a place for the program.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, April 15, 2013;
2. Appropriation Ordinance No. 9, May 6, 2013;
3. Cereal Malt Beverage License
 - (a) DC Athletics' Baseball Association, San Jose Dr.
 - (b) Ban Lao, 102 West Wyatt Earp Blvd.;
 - (c) Tianguis Carniceria, LLC, 512 S 2nd Avenue;
4. Approval of Sewer Contract with Mid America Washout, LLC.

Commissioner Rick Sowers moved to approve the Consent Calendar as presented; Commissioner Delzeit seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2013-19: A Resolution to consider Establishing a Rural Housing Incentive District for Summerlon V Project and Establishing a Public Hearing on Such Matter, and providing for the giving of notice of such Public Hearing was approved on a motion by Commissioner Brian Delzeit. Motion was seconded by Commissioner Joyce Warshaw. The motion carried 4-0.

Resolution No. 2013-20: A Resolution of the Governing Body of the City of Dodge City, Kansas, Amending and Restating Resolution Nos. 2011-21 and 2012-37, was approved on a motion by Commissioner Rick Sowers. Motion was seconded by Commissioner Brian Delzeit. The motion carried 4-0.

Resolution No. 2013-21: A Resolution Authorizing the Sale of Special Obligation Revenue Bonds, Series 2013A (Summerlon Phase III-SI Project) of the City of Dodge City, Kansas and Authorizing Execution and Delivery of a Real Estate and Bond Purchase Agreement in Connection Therewith and Authorizing the City Manager and City Clerk to Execute the Documents for the City was approved on a motion by Commissioner Brian Delzeit. Motion was seconded by Commissioner Rick Sowers. The motion carried 4-0.

Resolution No. 2013-22: A Resolution Authorizing the Sale of Special Obligation Revenue Bonds, Series 2013B (Summerlon Phase III-NI Project) of the City of Dodge City, Kansas and Authorizing Execution and Delivery of a Real Estate and Bond Purchase Agreement in Connection Therewith and Authorizing the City Manager and City Clerk to Execute the Documents for the City was approved on a motion by Commissioner Brian Delzeit. Motion was seconded by Commissioner Rick Sowers. The motion carried 4-0.

UNFINISHED BUSINESS

NEW BUSINESS

Discussion of Southwest Chief Funding reported by Ken Strobel, City Manager. Commissioner Kent Smoll moved to approve, Commissioner Rick Sowers seconded the motion to fund up to \$20,000 for the Southwest Rail Coalition. Motion carried 4-0.

Agreement with Interfaith Housing for Abandon Housing was approved on a motion by Commissioner Rick Sowers. Motion was seconded by Commissioner Joyce Warshaw. The motion carried 4-0.

Approval of Bids for Asphalt Street Projects from Klotz Sand Co. in the amount of \$263,263.60 was approved on a motion by Commissioner Brian Delzeit. Motion was seconded by Commissioner Joyce Warshaw. The motion carried 4-0.

OTHER BUSINESS

City Manager, Ken Strobel:

- A lot of activities upcoming with National Tourism Week;
- Cinco de Mayo was last weekend;
- Dedication for Lee Braddock was held the past weekend. Lee's family was in attendance;
- Roy Piper who gave a lot of time to youth passed away;
- Needs a signature from each commissioner for Workmen's Comp changes.

Commissioner, Joyce Warshaw

- Enjoyed the Proclamations. There is a lot to do in Dodge City.

Commissioner, Rick Sowers

- Sales Tax Report is available. Sales Tax on internet sales is being considered by Federal Legislation.

Mayor, Kent Smoll

- Sales Tax Collection through March are up over 2%;
- Start thinking about July 4 and are looking for donations, can send to Jane Longmeyer;

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting; Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

**PARTNERSHIP, FIRM OR ASSOCIATION
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, FORD

SECTION 1 – LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" 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.	

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): 004-480728482F-01		
Name of Partnership/Firm/Association HIGH PLAINS PIZZA, INC	Phone No. 620-324-5638	
Place of Business Street Address 7 W PARKWAY BLVD	City LIBERAL, KS	Zip Code 67901

SECTION 3 – LICENSED PREMISE					
Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name PIZZA HUT #104			Name HIGH PLAINS PIZZA, INC		
Business Location Address 110 FRONTVIEW <i>110 Frontview</i>			Address P.O. BOX 2438		
City DODGE CITY	State KS	Zip 67801	City LIBERAL	State KS	Zip 67905
Business Phone No. 620-225-2286			<input type="checkbox"/> I own the proposed business or special event location. <input checked="" type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s) <i>High Plains pizza, One</i>					

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION			
List each partner or member of a firm/association and their spouse, if applicable. Attach additional pages if necessary.			
Partner/Member Name SEE ATTACHED	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code

**PARTNERSHIP, FIRM OR ASSOCIATION
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, FORD COUNTY

SECTION 1 – LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" 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.	

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): 004-480728482F-01		
Name of Partnership/Firm/Association HIGH PLAINS PIZZA, INC	Phone No. 620-624-5638	
Place of Business Street Address 7 W PARKWAY BLVD	City LIBERAL, KS	Zip Code 67901

SECTION 3 – LICENSED PREMISE					
Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name PIZZA HUT # 103			Name HIGH PLAINS PIZZA, INC		
Business Location Address 1513 W WYATT EARP			Address P.O BOX 2438		
City DODGE CITY	State KS	Zip 67801	City LIBERAL	State KS	Zip 67905
Business Phone No. 620-225-0290			<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s) HIGH PLAINS PIZZA, INC					

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION			
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Partner/Member Name	Title	Date of Birth	
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Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code

Memorandum

To: City Commissioners
From: Ken Strobel
Date: May 20, 2013
Subject: Southwest Chief Passenger Service
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Resolution No. 2013-23

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 2013-23

RESOLUTION NO. 2013-23

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 49,498 Kansas passengers in 2012; 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 May 2013.

Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery,
Director of Engineering
Services

Date: May 16, 2013

Subject: Resolution 2013-24
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Resolution 2013-24

Background: At the last City Commission meeting, the Contract for Sewer for Mid-America Washout, LLC was approved. Since Mid-America Washout, LLC is a new industrial customer a special sanitary sewer rate was negotiated. This sewer rate will be added to Resolution 2013-13 that lists all the sewer rates for the City of Dodge City.

Justification: This Resolution will add a new customer to the city's current Resolution of Sewer Rates to cover the cost of operation for the new customer.

Financial Considerations: The city currently accepts flow from Mid-America Washout through another industrial sewer customer. Mid-America Washout will pay the city directly for this service instead of previous arrangements.

Purpose/Mission: Provide safe wastewater treatment services for Mid-America Washout, LLC.

Legal Considerations: N/A

Attachments: Resolution 2013-24

RESOLUTION NO. 2013-24

A RESOLUTION AMENDING RESOLUTION 2013-13 ESTABLISHING SPECIAL SANITARY SEWER RATES FOR LARGE VOLUME WASTEWATER CUSTOMER FOR THE City OF DODGE CITY

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide wastewater collection and treatment service to its citizens; and

WHEREAS, such wastewater collection and treatment services includes residential, commercial, and industrial users; and

WHEREAS, Federal Regulations require that all users pay a fair and equitable share of collection of wastewater and for the costs of treatment plan construction, operation and maintenance, and replacement cost,

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas that the following shall be the fee schedule for Sewer Service in Dodge City

Section 2; AMENDED: Resolution 2013-13; adopted on the 18th day of March 2013 is hereby amended by the following addition:

2.8 Mid-America Washout, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 50,000 gallons of wastewater.

The Special Sanitary Sewer Rate is based on a daily discharge of 50,000 gallons of waste water.

Volume Charge if flow \leq 1.5 million gallons per month	\$1,550.00	per million gallons
Volume Charge if flow $>$ 1.5 million gallons per month	\$2,325.00	per million gallons
BOD> 25,020 lbs. per month	\$ 0.0550	per pound above parameter
TSS> 20,016 lbs. per month	\$ 0.0550	per pound above parameter
TDS> 13,448 lbs. per month	\$ 0.0550	per pound above parameter

6.0 EFFECTIVE DATE: The rates specified hereinabove shall become effective upon said customer connection to the City's sanitary sewer and upon 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 the 20th day of May 2013.

E, Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
City Commissioners*

*From: Leslie Lomas
Special Projects/Housing*

Date: 5/20/13

Subject: Summerlon Phase I

Agenda Item: Resolution No. 2013-25

Recommendation: Staff recommends adoption of Resolution 2013-25, which permits the submittal of a proposed Rural Housing Incentive District (RHID) to the Kansas Secretary of Commerce for approval.

Background: In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The RHID was identified as one of those programs. The program has captured the attention of several developers, locally and statewide. In 2012, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide the incentive needed to entice developers to and in our community.

Justification: Housing continues to be a constant challenge in the Dodge City area. Establishment of the RHID is necessary in order to address the City's critical housing shortage.

Financial Considerations: None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Resolution No. 2013-25

RESOLUTION NO. 2013-25

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF DODGE CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 40,000 located in a county with a population of less than 60,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848 and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated May 9, 2012 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations contained in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A-16* attached hereto, and shown on the maps depicting the existing parcels of land attached hereto as *B-16* (the “District”).

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary for the Secretary’s review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Approved this 20th day of May, 2013 and signed by the Mayor.

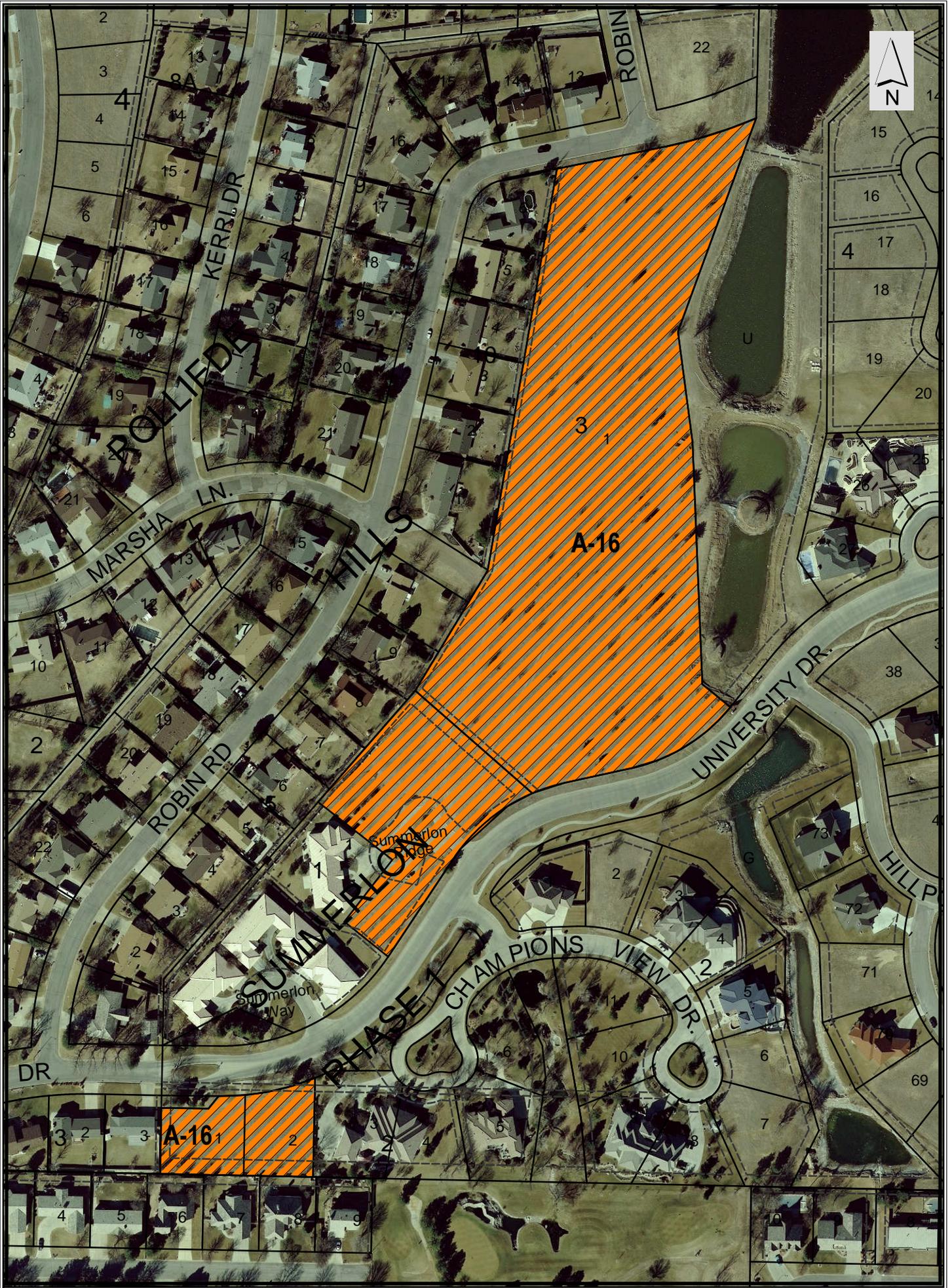
E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Resolution No. 2013-25
Exhibit A

A-16 Lot 1 and 2, Block 2, Summerlon Phase I;
Lot 1, Block 3, Summerlon Phase III; and
Unit 1, Unit 2, Unit 3 and Unit 5 (Summerlon Place Planned Development
District) of Lot 1, Block 1, Summerlon Phase I Subdivision.



Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery,
Director of Engineering
Services

Date: May 16, 2013

Subject: Ordinance 3562
Installation of Stop Sign
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3562

Background: This Ordinance is for the installation of the Stop Sign for west bound traffic at Ave. D and Brier Street. There is already a Stop Sign at this intersection for east bound traffic. This creates some confusion and a safety issue for the traveling public. Traffic on Ave. D can see the Stop Sign for east bound and think it is a controlled intersection, when in reality westbound traffic does not have to stop. Public Works has also received numerous calls from citizens and law enforcement thinking the west bound Stop Sign is missing. West bound traffic also has a limited site distance issue at this intersection because of the incline from the east.

Justification: Due to the thought the intersection is a controlled intersection when it really isn't and site distance issues, the installation of a Stop Sign will make traveling through this intersection safer.

Financial Considerations: The cost of the installation of the Stop Sign.

Purpose/Mission: One of the City's core values in Safety. With the installation of the Stop Sign, the City will be able to provide a safer route for the traveling public.

Legal Considerations: N/A

Attachments: Ordinance 3562 and a map of the intersection.

Ordinance No. 3562

AN ORDINANCE DIRECTING THE INSTALLATION OF A STOP SIGN AT THE INTERSECTION OF AVENUE D AND BRIER STREET AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF THE CITY OF DODGE CITY:

Section 1: A stop sign shall be installed at the intersection of AVE. D and BRIER STREET, stopping west bound traffic on BREIR STREET at the intersection.

Section 2: Any person convicted of a violation of the provisions of this ordinance shall be subject to penalties provided by Chapter I, Section 1-116 of the Code of the City of Dodge City.

Section 3: This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after posting of the appropriate signs advising the motoring public of the provisions of this ordinance.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 20th day of May, 2013.

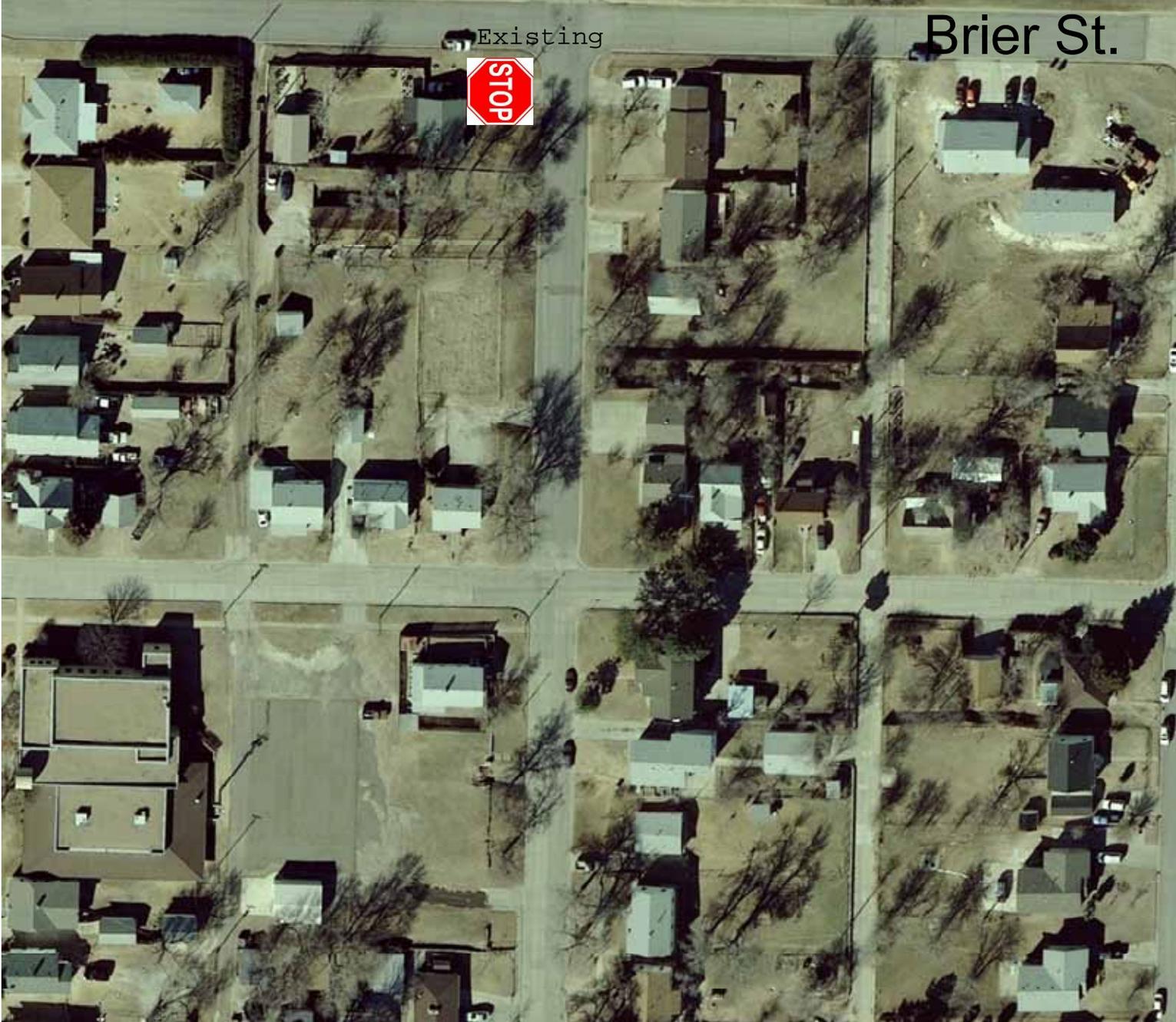
Kent Smoll, Mayor

Attest:

Nannette Pogue, City Clerk



Ave. D



Brier St.

Existing





Parks & Recreation

806 N. Second Ave.
PO Box 880
Dodge City, KS 67801
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www.dodgecity.org

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis

Date: May 17, 2013

Subject: Mariah Hills Restaurant Lease

Agenda Item: New Business

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

Recommendation: Staff recommends approving the lease agreement with Prime on the Nine LLC for space at Mariah Hills Clubhouse for the purpose of conducting a restaurant operation and authorizing the City Manager to execute the agreement upon execution by the tenant.

Background: Since the closing of the Mariah Hills restaurant last summer, the City has fielded several inquiries regarding the availability of the space. Until recently, none of those inquiries resulted in a serious contract offer. In recent weeks staff was contacted by individuals representing Prime on the Nine LLC to discuss a proposed lease and following a few conversations with the parties, the attached lease agreement was drafted and is being presented for Commission consideration.

This new business is led by Ryan Emery, the chef from United Wireless Arena along with financial backing from local businessmen Dr. Kelly Henrichs and Gary Harshberger. Mr. Emery has made the decision to become the chef/owner of his own restaurant and desires the Mariah location to start his new business.

Justification: This lease is beneficial to the City in that it provides additional income to the City's General Fund. The leased space provides an enhanced income stream which offsets a portion of the subsidy currently required for golf course operations and as the restaurant operation continues, that income stream increases.

Secondly, the restaurant and golf course operations mutually benefit from this arrangement. Both entities enjoy increased exposure which should help drive business as well as provide an additional service at the golf course which presently is not available.

Financial Considerations: This agreement utilizes an incentive approach allowing the new operation a lower cost of occupancy in the initial years to allow the business to become

established. Lower minimum payments are called for in the first years, gradually increasing over the life of the agreement.

Secondly, a percentage clause kicks in beginning with year three which allows the City to realize additional income based on certain performance measures of the restaurant. Base rent levels also escalate in future years of the contract.

Purpose/Mission: This lease is consistent with the City's core purpose which is to make Dodge City the best place to be. This arrangement capitalizes on the assets at Mariah Hills and combines to provide a full service operation that is attractive and desirable to residents and tourists alike. In doing so, it improves income generated at the facility to help offset operational expenses and manages taxpayer responsibility for golf course operations.

Legal Considerations: The language in this agreement is similar to the previous restaurant lease for this space. That lease was designed and developed with the guidance, input, and review of City's legal counsel. Based on similar agreements for operations in different venues, the agreement provides a comprehensive treatment of foreseeable issues involved with this type of arrangement. Based on those considerations, staff believes this arrangement does not present any additional legal concerns beyond those typically found in a tenant agreement.

Attachments: Mariah Hills Lease Agreement

LEASE AND OPERATIONS AGREEMENT

THIS LEASE AND OPERATIONS AGREEMENT (Lease Agreement), made this ____ day of May, 2013, between CITY OF DODGE CITY, KANSAS, a municipal corporation (City), and PRIME ON THE NINE LLC, (Tenant).

WITNESSETH:

WHEREAS, City is the owner of improved real property located at the Mariah Hills Golf Course (MHGC), Dodge City, Ford County, Kansas; and

WHEREAS, Tenant desires to lease from City, space in the MHGC Clubhouse, commonly known as the Pro Shop; and

WHEREAS, City and Tenant desire to enter into a written Lease Agreement setting forth the terms and conditions of the agreement between the parties for lease of space and operation of a restaurant and catering business.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its exclusive use and occupancy as a restaurant and food preparation kitchen, that portion of the Pro Shop structure occupying the Main (top) Floor situated at the MHGC, as more particularly detailed as the highlighted area in Exhibit A, attached hereto and incorporated herein, consisting of approximately 3800 square feet of occupable space ("Restaurant Premises"). Further, City hereby grants to Tenant the exclusive authorization and right to seek and obtain appropriate licensure for the sale and consumption of cereal malt/alcoholic beverages on the Restaurant Premises, the lower level meeting room of the Pro Shop structure and the adjacent golf course, cumulatively to be known hereafter as the Leased Premises. The parties acknowledge and agree that the restaurant operated by Tenant shall be known as Prime on Nine.

2. **TERM/TERMINATION.** This Lease Agreement shall be for a period of three (3) years ("Initial Term"). Thereafter, this Lease Agreement shall automatically renew for two (2) annual one (1) year terms ("Renewal Term"), unless either party gives written notice of termination to the other party, not less than sixty (60) days prior to the end of the initial term or any renewal term.

The parties acknowledge that at the time of termination of this Lease Agreement, whether by mutual e of the parties or otherwise, City shall have the sole ownership rights to the name Prime on Nine in the continued operation of a restaurant at the MHGC, whether or not said operation is continued.

3. **RENT.** Tenant shall pay to City as rent for the Leased Premises the amounts set out in the attached Rent Payment Schedule marked Exhibit B and made a part hereof by this reference.

Tenant shall pay rent to City by the 10th of each month, for the preceding month, with the first payment due by the 10th day of the month following the month during which the restaurant is opened for business. If Tenant fails to pay rent on or before the 10th of each month, a late fee of five percent (5%) of the monthly rent shall be assessed by City and due from Tenant. All payments shall be made to the City of Dodge City, Kansas – MHGC.

4. **CONDITION OF PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

5. **USE OF PREMISES.** Tenant intends to use the Leased Premises for the operation of a restaurant. Lease of the Leased Premises by City to Tenant is expressly conditioned upon the requirement that Tenant maintain a restaurant open to the public.

6. **HOURS OF OPERATION.** Tenant agrees to operate the restaurant, open to the public, from at least 11:00 a.m. to 9:00 p.m., Tuesday, Wednesday, Thursday and Sunday, and 11:00 a.m. to 10:00 p.m. Friday and Saturday. Tenant shall have the option to operate the restaurant for hours in excess of the hours set forth herein.

7. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against personal property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorem taxes at the present time as owned by City, however, the parties agree that should City be compelled at a later date to pay ad valorem taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorem taxes.

8. **MAINTENANCE.** City shall be responsible for all necessary major repairs (\$500 or more) to the basic structure of the Leased Premises, including the foundation, building supports, exterior walls, roof, plumbing, heating and air conditioning, and electrical systems, but excluding, however, any repairs which must be made as a result of damages caused by any acts or omissions of Tenant, its employees or agents. Tenant shall be responsible for minor repairs (less than \$500) to the Leased Premises. Tenant shall provide janitorial services and janitorial supplies for the Leased Premises.

9. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant shall not be permitted to terminate its restaurant business during the term of this Lease Agreement. Termination of restaurant business activity by Tenant shall be deemed to be a default and breach of this Lease Agreement, in spite of the fact that Tenant may continue to make rent payments hereunder, and City shall have the right, without notice, to immediately terminate this Lease Agreement if such period of termination exceeds thirty (30) days.

Tenant further agrees to the following terms and conditions in the renovation and operation of its restaurant and catering businesses:

- (a) Store all trash and refuse in appropriate containers within the Leased Premises and to attend to the daily disposal thereof in the manner and place designated by City. Tenant shall not burn any trash or rubbish in or from the Leased Premises or anywhere else within the confines of the MHGC, nor shall Tenant operate a garbage grinder without City's prior written consent. Tenant will not dispose of any hazardous waste material on the Leased Premises or use the Leased Premises in any manner that would be in violation of state or federal environmental laws.
- (b) Not erect or maintain, nor permit to be erected or maintained, at its place of business in the MHGC, any signs, advertisements, notices, or other lettering, without obtaining in advance the prior written consent and approval of the City.
- (c) Maintain the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests. City agrees to have the Leased Premises serviced by a pest exterminator at such intervals as City may reasonably require, and City will be financially responsible for paying for these services.
- (d) Receive and deliver goods and merchandise only in the manner and in such areas as may be designated by City.
- (e) Not perform any act or carry out any practice that may injure the Leased Premises or any part of the MHGC, or cause any offensive odors or loud noise, or constitute a nuisance to any other tenant or the general public at MHGC.
- (f) Conform to and comply with any and all laws, rules, regulations, and operating standards which have been heretofore, or which may be hereafter adopted, by any governmental authority having jurisdiction, including City. Tenant further agrees to procure and

maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.

- (g) Not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage to plumbing facilities or the sewer system, shall be borne by Tenant, if Tenant, or its employees, agents, or invitees shall have caused such problems.
- (h) Keep the Leased Premises in such condition and repair so as to enable it to pass any City, Ford County, or State of Kansas health or restaurant inspection. If Tenant fails to run the restaurant in a commercially reasonable and safe manner so as to fail an inspection two (2) or more times within a twelve (12) month period, City shall have the right to immediately declare this Lease Agreement terminated by furnishing written notice to Tenant.
 - (i) Require management and employees to work in proper attire and with good hygiene. Tenant's employees shall be clean, courteous, efficient, and neat in appearance. Tenant shall not employ any person or persons in or about the Leased Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner.
- (j) Maintain the floor and wall coverings in a clean condition, having the carpet shampooed at such reasonable intervals so as to maintain a safe and hygienic environment. In the event Tenant shall fail to perform this duty, City shall have the right to have the Leased Premises cleaned and either have Tenant charged directly or pay or same for which Tenant will be obligated to reimburse City at the time the next rental payment is due upon City furnishing Tenant a copy of the paid invoice.
- (k) Be responsible for all expenses, including but not limited to, supplies, food preparation and delivery, and personnel, associated with the operation of Tenant's restaurant and catering businesses.
- (l) Purchase, install, and maintain all equipment, furniture, fixtures, drapes, and/or appliances required by Tenant in the operation of Tenant's restaurant and catering business.
- (m) Maintain a competitively priced menu in the restaurant.

10. **CASUALTY INSURANCE.** City agrees to keep the structure where the Leased Premises is located insured against loss or damage for fire or other casualties. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City.

11. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless City from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, its agents, or employees.

12. **INSURANCE.** Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, with City named as an additional loss payee/insured. Tenant shall also maintain workers compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents, or employees are not employees of City. Tenant shall annually provide proof of required insurance to City.

13. **ALTERATIONS.** Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of City. All fixtures, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Lease Agreement. Tenant shall be responsible for all expense of any remodeling or alteration of the Leased Premises required by the intended use of the Leased Premises by Tenant, subject to prior approval by the City.

14. **LIENS AND ENCUMBRANCES.** Tenant agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at Tenant's request.

15. **UTILITIES.** Tenant shall be responsible for its proportional share of all utilities used in the structure known as the MHGC Clubhouse, to include gas, electricity, and water. The calculation of said proportional share is described in the paragraph to follow and said payments are due as described in Paragraph 3 above. Tenant shall be responsible for all charges for telephone, cable TV, or internet service used in the restaurant operation.

City's average monthly utility costs for the Clubhouse structure for the twelve (12) months preceding this lease have been seven hundred fifteen dollars (\$715.00). Tenant shall be responsible for utility costs each month to the extent that said total costs are in excess of seven hundred fifteen dollars (\$715.00).

16. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify City, who shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Lease Agreement shall cease as of the date upon which the casualty occurred, with no further obligation of either party hereunder to recognize this Lease Agreement.

17. **CONSTRUCTION PROJECTS.** Tenant acknowledges that from time to time construction projects for improvement of MHGC shall be commenced which may interfere with the operation of Tenant's business. City agrees to take all available steps to minimize inconvenience and loss of business to Tenant, but shall not be financially responsible for the same.

18. **RIGHT TO INSPECT.** City hereby reserves, and Tenant hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises.

19. **DEFAULT.** This Lease Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above and/or the utility payments specified in paragraph 15 above, after the same shall become due and such failure shall continue for a period of thirty (30) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to Tenant from City, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination of this Lease Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining in or upon the Leased Premises. Should tenant be in default, City shall have the right to pursue all available remedies allowed by law.

20. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Lease Agreement, such holding over shall not constitute a renewal or extension of this Lease Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Lease Agreement,

except as to duration thereof, and in that event Tenant shall pay rent at the rate provided herein as effective during the last month of the Lease Agreement.

21. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 20 above, upon expiration of this Lease Agreement and the Renewal Terms for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City, in as good condition or repair as the same was at the inception of this Lease Agreement, reasonable depreciation and damages from the elements excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant during the term hereof. In addition, Tenant agrees to offer for sale to City upon expiration of this Lease Agreement, except for by reason of default by tenant, all equipment, furnishing, and other accessories placed by Tenant upon and within the Leased Premises used by Tenant in the operation of the restaurant and catering business at the Tenant's depreciated book value of such items. Within thirty (30) days of Tenant's offer, City may at its sole option purchase any or all such items by tendering to Tenant a City check in the total amount of all items City elects to purchase, in which case said items shall remain in the Leased Premises. All items not purchased by the City shall be removed from the Leased Premises by Tenant at its sole expense within thirty (30) days following written notice of city's election. Tenant shall be responsible for any and all damage to the Lease Premises resulting from Tenant's removal of any such items.

22. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of City.

23. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, City shall have the right to terminate this Lease Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Lease Agreement had never been made or issued.
- (c) This Lease Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, or their boards, agencies, or commissions, relative to the operation or maintenance of the MHGC, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the MHGC.

24. **ACCESSIBILITY FOR HANDICAPPED.**

- (a) City shall be responsible for maintaining the MHGC facilities and services in a manner which complies with obligations under the Uniform Federal Accessibility Standards

(UFAS), or substantially equivalent standards; under 49 CFR, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and under 42 U.S.C.S. §§12101, et seq., The Americans with Disability Act of 1990, or a substantially equivalent standard.

- (b) All of the MHGC facilities designed, constructed, or altered shall be accessible to handicapped persons. City shall be responsible for the cost of all alterations or improvements necessary to meet the requirements of the statutes and regulations cited above and other relevant Federal, State, or local laws, statutes and ordinances that relate to handicapped accessibility standards.

25. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

26. **ALCOHOLIC BEVERAGES.** City grants exclusive right to Tenant to sell alcoholic beverages in the Leased Premises, the lower level meeting room, and the adjacent golf course, as may be lawfully allowed by City ordinance or state statute, as they may now exist or may exist in the future. Tenant shall be responsible for obtaining any licenses required to sell and allow consumption of alcoholic beverages.

This Lease Agreement is conditioned upon the City passing and maintaining, during the term hereof, an ordinance allowing for the sale and consumption of alcoholic beverages on the Leased Premises, the lower level meeting room and the adjacent golf course. If at anytime during any term of this Lease Agreement the sale and consumption of alcoholic beverages are prohibited on the Leased Premises, lower level meeting room and/or golf course, as a result of action taken by the City to repeal or amend said ordinance, the Tenant at its sole option may terminate this Lease Agreement and upon thirty (30) days prior written notice to the City vacate the premises and thereupon be released from any further obligation, duties and responsibilities hereunder.

27. **GENERAL COVENANTS.**

- (a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to City: City Manager
 City of Dodge City
 PO Box 880
 Dodge City, Kansas 67801
 (620) 225-8100

(2) If to Tenant: Ryan Emery
 1606 W. Division
 Dodge City KS, 67801

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease Agreement.
- (c) This Lease Agreement may be amended, changed, or modified, only upon the written consent of all the parties.

- (d) This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (e) This Lease Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF DODGE CITY, KANSAS

By _____
KEN STROBEL, City Manager

ATTEST:

NANETTE POGUE, City Clerk

TENANT

By _____

EXHIBIT A

RED BOUNDARY – Leased Premises

YELLOW BOUNDARY - Restaurant Premises



Exhibit B								
Rental Payment Schedule								
	Square Foot Rate	Base Rent	Payment Amount	# Payments	Minimum Rent	Deferred Balance	Option Credit	Total Deferred
Year 1	8.00	15,000	500	6	3,000	12,000		
	8.00	15,000	1,250	6	7,500	7,500		
		30,000			10,500	19,500		19,500
Year 2	8.00	15,000	1,500	6	9,000	6,000		
	8.00	15,000	1,750	6	10,500	4,500		
		30,000			19,500	10,500		30,000
Year 3#	8.00	30,000	2,000	12	24,000	6,000		36,000
Year 4#*	9.50	36,000	2,500	12	30,000	6,000	(24,000)	18,000
Year 5#*	9.50	36,000	2,500	12	30,000	6,000	(24,000)	0
Totals		162,000			114,000	48,000	(48,000)	0
# - Minimum Rent plus 5% of gross revenues in excess of \$500,000, not to exceed Base Rent amount								
* Tenant Option								