

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, June 16, 2014

7:00 p.m.

MEETING #4960

CALL TO ORDER

ROLL CALL

INVOCATION by Father Wesley Schawe, of Cathedral of Our Lady of Guadalupe Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Issuance of Industrial Bonds for Dodge City Community College Activity Center

PETITIONS & PROCLAMATIONS

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

Dodge City Public Library Quarterly Update: Cathy Reeves.

CONSENT CALENDAR

1. Approval of Joint City/County/USD #443/DCCC Minutes, May 29, 2014
2. Approval of City Commission Meeting Minutes, June 2, 2014;
3. Appropriation Ordinance No. 12, June 16, 2014;
4. Cereal Malt Beverage License;
 - (a) Pizza Hut #103, 1513 W. Wyatt Earp Blvd.
 - (b) Pizza Hut #104, 110 Frontview
 - (c) Raxx, 1216 E. Wyatt Earp Blvd.
 - (d) Love's Country Store #62, 400 E. Wyatt Earp Blvd.
 - (e) El Charro Restauarant, 1209 W. Wyatt Earp Blvd.
5. Approval of Change Order 1 of US 50, Mill & Overlay-KLINK, ST 1302

ORDINANCES & RESOLUTIONS

Ordinance No. 3584: An Ordinance Annexing to the City of Dodge City the Described Property (Whispering Hills Subdivision and the adjacent right-of-way to the centerline of 14th Avenue), in Accordance with K.S.A. 12-520 ET; and providing for the Zoning Thereof. Report by Director of Developmental Services, Dennis Veatch.

Resolution No. 2014-16: A Resolution of the Governing Body of the City of Dodge City, Kansas Determining the Advisability of Issuing Industrial Revenue Bonds for the purpose of Financing the Acquisition, Construction and Equipping of a Recreational Facility, Community Events Center and Community Tornado Shelter to be Located in said city; and authorizing Execution of Related Documents. Report by Finance Director/City Clerk, Nannette Pogue.

Resolution No. 2014-17: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the International Fire Code Pertaining to the Discharge of Fireworks within the City Limits of the City of Dodge City, Kansas.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Option for Land Acquisition. Report by City Manager, Cherise Tieben.

OTHER BUSINESS

ADJOURNMENT

MINUTES
JOINT CITY/COUNTY/USD #443/DODGE CITY
COMMUNITY COLLEGE

Learning Center, 308 W. Frontview
Thursday, May 29, 2014
6:00 p.m.
MEETING #4958

CALL TO ORDER

ROLL CALL

City of Dodge City: Mayor Brian Delzeit, Commissioners Kent Smoll, Rick Sowers, Joyce Warshaw and Jan Scoggins.

Ford County: Chairman Chris Boys, Commissioner Shawn Tasset, Commissioner Danny Gillum

DCCC: Merrill Conant, Don Webb, Morris Reeves and Floris Jean Hampton

USD #443: Ryan Ausmus, Tammie West, Lisa Killion, Traci Rankin, Barbara Lundin, Brian Winter

PUBLIC HEARING

The Joint Public Hearing Regarding Adoption of Commercial Neighborhood Revitalization Area and Plan was opened by Mayor Brian Delzeit.

Joann Knight, Economic Development Director, introduced Chelsey Dawson, who spoke about the proposed Commercial Neighborhood Revitalization Program. Chelsey outlined the changes to the original document received by all parties.

Joann spoke about the request being submitted by the Main Street Board. She also talked about the boundaries of the district.

Rick Sowers moved Brian Winter seconded the motion to close the public hearing. All members voted yes.

NEW BUSINESS

1. Discussion and Approval of Interlocal Agreement between the City of Dodge City, Ford County, USD #443, Board of Education, and Dodge City Community College Board of Trustees and the Commercial Neighborhood Revitalization Plan.

City Action: Commissioner Sowers moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Commissioner Warshaw seconded the motion. The motion carried unanimously.

County Action: Commissioner Gillum moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Commissioner Tasset seconded the motion. The motion carried 3-0.

DCCC Action: Morris Reeves moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Don Webb seconded the motion. The motion carried 4-0.

USD #443: Ryan Ausmus moved to approve the Interlocal Agreement that includes the Commercial Neighborhood Revitalization Plan. Barbara Lundin seconded the motion. The motion carried 6-0.

ADJOURNMENT

Commissioner Scoggins moved to adjourn the meeting. Commissioner Smoll seconded the motion. The motion carried unanimously.

Commissioner Jan Scoggins moved to adjourn the meeting; Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, June 2, 2014

7:00 p.m.

MEETING #4959

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners, Jan Scoggins, Rick Sowers, Joyce Warshaw. Kent Smoll was reported absent.

INVOCATION Father Wesley Schawe, of Cathedral of Our Lady of Guadalupe Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Delzeit opened the Public Hearing.

Edward Byrne Justice Assistance Grant Program for Dodge City Police Department. Craig Mellecker, Chief of Police, presented information regarding the amount of the grant which is \$13,535.00. They propose to purchase Dura Bloc Equipment and 1 AED with the grant funds.

Mayor Delzeit closed the Public Hearing.

PETITIONS & PROCLAMATIONS

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

Dodge City Community College – Discussion of Industrial Revenue Bonds for Dodge City Community College Project. Dr. Woodburn presented information regarding the student activity center that DCCC wants to build for the students. This is proposed to be financed with Industrial Revenue Bonds and these Industrial Revenue Bonds will need to be issued through the City. At the next City Commission meeting the Public Hearing and Resolution to accomplish this will be on the agenda. Veda Herrman from DCCC was available to answer questions. Architect, Brian Marshall also answered questions and made comments.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 19, 2014;
2. Appropriation Ordinance No. 11, June 2, 2014;

3. Cereal Malt Beverage License;
(a) Ban Lao restaurant, 102 W Wyatt Earp Blvd.

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

ORDINANCES & RESOLUTIONS

Ordinance No. 3583: An Ordinance Authorizing the Declaration of a Water Watch, Water Warning, and Water Emergency and Repealing Conflicting Ordinance No. 2914 Pertaining to Emergency Regulations on Restricting Water Use was approved on a motion by Commissioner Jan Scoggins, seconded by Commissioner Joyce Warshaw. Motion carried 4-0.

Water Conservation Plan was approved by Commissioner Jan Scoggins, seconded by Commissioner Joyce Warshaw. Motion carried 4-0.

Resolution No. 2014-15: A Resolution Repealing Resolution 82-13 and all other Resolutions in conflict and Establishing New Rules, Regulations, and Guidelines for Brick Streets was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw. Motion carried 4-0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Bids for Utility Water Supplies in the total amount of \$202,306.73 which includes: Municipal Supply for water meters in the amount of 113,146.78, HD Supply for brass items, fire hydrants, mainline boxes and other items in the amount of 71,286.00, D-C Wholesale for jars and lids in the amount of 11,037.19, Winwater for couplings in the amount of 6,836.76 that will be utilized to maintain and upgrade the City's water system were approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Jan Scoggins. Motion carried 4-0.
2. The bid from Klotz Sand Co., Inc. for the Construction of the 2014 Asphalt Street Projects in the amount of \$284,367.50 was approved on a motion by Commissioner Joyce Warshaw, seconded by Commissioner Jan Scoggins. Motion carried 4-0.
3. The bid from Apac-Kansas Sheers Division, for the Construction of the 2014 Trail Street Asphalt Mill & Overlay in the amount of \$373,965.60 was approved on a motion by Commissioner Jan Scoggins. The motion was seconded by Commissioner Joyce Warshaw. Motion carried 4-0.
4. The bid from APAC-Kansas Sheers Division for the construction of the Infrastructure Improvements for the Prairie Pointe Apartments was rejected on a motion by Commissioner

Rick Sowers. The motion was seconded by Commissioner Joyce Warshaw. Motion carried 4-0.

5. Commissioner Rick Sowers moved to authorize staff to negotiate with APAC-Kansas Sheers Division for Ongoing Improvements to Thurow Park Path. The bids were over 10% higher than the Engineer's Estimate, so it was recommended to negotiate the contract. Commissioner Scoggins seconded the motion. The motion carried 4-0.
6. There was discussion of Sale of the TM Deal Property located at 3rd Avenue and Spruce Street. Cherise Tieben, City Manager, asked for direction from the City Commission. Mayor Delzeit advocates selling it directly to an interested party who has said they would build community restrooms. Rick Sowers thinks it will fix blight problems and would agree with direct sale. Joyce Warshaw wants the bathroom to be part of the agreement and would like a direct sale. Jan Scoggins agrees.

OTHER BUSINESS

City Manager, Cherise Tieben:

- State of the City is tomorrow.
- RSVP for Creative Arts industry to be held on Thursday.
- Reminder that public meetings are scheduled for June 7 at 10:00 at Wright Park Shelter and - at 1:00 at the public library. Public Notice for quorum of City Commissioners attending will be put out for these Public Hearings.

Jane Longmeyer:

- Fireworks fundraiser will be on Wednesday June 11 at Wendy's.

Commissioner, Jan Scoggins:

- Would like to recognize and acknowledge all of those who put out flags at the Avenue of Flags, who are Scouts. The next group she would like to recognize is the Women's Chamber. This group of women volunteer time and money and give back to the Community in a variety of ways.

Commissioner, Rick Sowers:

- 4th of July is coming up. The City will accept donations.

Commissioner, Joyce Warshaw:

- Remind everyone that school is out for the summer.

Mayor, Brian Delzeit:

- Passed on a compliment from a gentleman who helped organize the motorcycle rally last weekend regarding the Dodge City CVB who works so strongly. One of the finest groups he has worked with.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting; Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

Liquor License
 71847
 5-29-14
 \$225.00
 103/6280
 P.6 MI
 RTM

**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

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	Zip Code 67905

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 7 W PARKWAY BLVD		
City DODGE CITY	State KS	Zip 67801	City LIBERAL	State KS	Zip 67901
Business Phone No. 620-225-0290			<input checked="" type="checkbox"/> I own the proposed business location.		
			<input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s)					

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	

Liquor License
 71847
 5-29-14
 \$225.00
 104/6280
 P.6 MI
 RTM

**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

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	Zip Code 67905

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 FRONTAGE			Address 7 W PARKWAY BLVD		
City DODGE CITY	State KS	Zip 67801	City LIBERAL	State KS	Zip 67901
Business Phone No. 620-225-2286			<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s)					

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

**INDIVIDUAL/SOLE PROPRIETOR
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

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

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name <u>Victor Carrillo</u>	Phone No. <u>(620) 770-6255</u>	Date of Birth <u>9/16/83</u>
Residence Street Address <u>1713 5th Ave</u>	City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Raxx</u>	Name		
Business Location Address <u>1216 E Wyatt Earp</u>	Address		
City <u>Dodge City, KS</u> State <u>KS</u> Zip <u>67801</u>	City	State	Zip
Business Phone No. <u>(620) 770-6255</u>	<input type="checkbox"/> I own the proposed business or special event location.		
Business Location Owner's Name(s) <u>Billie W...</u>	<input checked="" type="checkbox"/> I do not own the proposed business or event location.		

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>30</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No /A
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No /A

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of _____ City of Dodge City

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 type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" 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): 004-731220756F-01			
Name of Corporation Love's Travel Stops & Country Stores, Inc.		Principal Place of Business	
Corporation Street Address 10601 N Pennsylvania		Corporation City Oklahoma City	State OK
		Zip Code 73120	
Date of Incorporation 12/29/1986		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name CT Corporation		Phone No.	
Residence Street Address 112 SW 7th, Suite 3-C		City Topeka	State KS
		Zip Code 66603	

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Love's Country Store #62		Name Attn: Store Licensing	
Business Location Address 400 E Wyatt Earp		Address PO Box 26210	
City Dodge City	State KS	City Oklahoma City	State OK
	Zip 67801		Zip 73126
Business Phone No. 620-225-0641		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) Love's Travel Stops & Country Stores, Inc.			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name See Attached List		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Name		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Name		Position	
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	

INDIVIDUAL/SOLE PROPRIETOR APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of _____

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 licenses premises.	

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name <i>Catherine Runcion</i>	Phone No. <i>620-255-3499</i>	Date of Birth <i>6-22-78</i>
Residence Street Address <i>1815 Burr Plany</i>	City <i>Dodge City</i>	Zip Code <i>67801</i>
Applicant Spousal Information		
Spouse Name <i>Dyron Runcion</i>	Phone No. <i>620-255-1108</i>	Date of Birth <i>10-20-78</i>
Residence Street Address <i>1815 Burr Plany</i>	City <i>Dodge City</i>	Zip Code <i>67801</i>

SECTION 3 – LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <i>El Charro Restaurant</i>	Name
Business Location Address <i>1209 W. Wyatt Exp</i>	Address
City <i>Dodge City</i> State <i>KS</i> Zip <i>67801</i>	City State Zip
Business Phone No. <i>620-225-0371</i>	<input checked="" 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>Mike Weber</i>	

SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>35</u> years.	
I am at least 21 years old.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery, 
Director of Engineering
Services

Date: June 9, 2014

Subject: US5- Mill & Overlay - KLINK
ST1302

Agenda Item: Consent Calendar

Recommendation: Approve change order 1 of US 50 Mill & Overlay - KLINK

Background: US 50 Mill & Overlay - KLINK was approved by City Manager on November 4, 2013

Justification: UBituminous Surfacing -

The KLINK Resurfacing Project along US 50 has exceeded the engineers estimate and below is a list of explanations that account for the rise in project cost. The estimated tonnage required for the project was based on a total area of 368,405 ft² and a slight increase for variance in the depth of asphalt laid in the field was 3,450 TONS. The actual tonnage of asphalt that was laid on this project was 4,128 TONS. This is an overage of 678 TONS. This overage of tonnage taking into account the tonnage not needed for patching on the project will result in an increase in total project cost of ≈\$38,600 equating to a percentage increase of 11.77%.

1.) The Plans call out 12 ft driving lanes and 10 ft shoulders throughout the length of the Project. When the milling operation began, the driving lanes were found to be 12.5 ft wide. This fact resulted in the width of milled surface and overlay to be a foot wider through the entire length of the project.

Tonnage Addition Calculation

AREA: (STA 213+57 to STA 126+30) X 1 ft = 8727 ft²

VOLUME: (8727 ft²) X (1.5") = 1091 ft³

TONS: (1091 ft³) X (145 lbs/ft³) X (1 TON / 2000 lbs) = 79 TONS

2.) Two sections of road were milled that were not called out in the plans. These sections were determined in the field to be in need of improvement and added additional tonnage to the project.

Tonnage Addition Calculation

AREAS: (STA 194+40 to STA 196+28) X (10 ft / 2) = 940 ft²
(STA 205+22 to STA 207+96) X (10 ft) = 2740 ft²

VOLUME: (3680 ft²) X (1.5") = 460 ft³

TONS: (460 ft³) X (145 lbs/ft³) X (1 TON / 2000 lbs) = 34 TONS

3.) The average depth of asphalt was calculated for at least 3-5 truckloads throughout the day on each day surface was being laid. This information was shared with the operator. On average, the depth of asphalt was calculated to be 1.7" throughout the project. The operator was laying the asphalt at a depth of 2" (loose) expecting a compaction of 1/2" after it was rolled. The rollers only succeeded in compacting the pavement 3/10".

Tonnage Addition Calculation

TONS: (1.7" ÷ 1.5") X 100 = 113.33%
(3450 TONS + 79 TONS + 34 TONS) X 113.33% = 4038 TONS

This calculation is based on depth averages determined in the field and is only an attempt to quantify how the project ended up exceeding the engineers estimate. The difference from this calculated tonnage and the actual is a result of using an average depth measured and the fact that the depth of all asphalt that was laid was not measured.

Patching –

We felt that in order to complete this project there was a strong possibility of running into areas in need of patching. Because of this, we included a small quantity in the scope of the project noting that the needs would be scattered throughout the project limits and that only the actual tonnage used would be paid for. In the end, the project did not require near the tonnage that was allotted, using only five of the 50 tons that were planned for. We ended up saving money on patching.

Financial Considerations: Change Order 1 is for an increase of \$38,620.80

Purpose/Mission: To provide a safe passage for the community to travel on US 50.

Legal Considerations: N/A

Attachments: Change Order 1 and Change Order 1 description

CHANGE ORDER #1

US 50 – KLINK Resurfacing Project

ST 1302

ITEM:

DESCRIPTION:

Bituminous Surfacing -

The KLINK Resurfacing Project along US 50 has exceeded the engineers estimate and below is a list of explanations that account for the rise in project cost. The estimated tonnage required for the project was based on a total area of 368,405 ft² and a slight increase for variance in the depth of asphalt laid in the field was **3,450 TONS**. The actual tonnage of asphalt that was laid on this project was **4,128 TONS**. This is an overage of **678 TONS**. This overage of tonnage taking into account the tonnage not needed for patching on the project will result in an increase in total project cost of **≈\$38,600** equating to a percentage increase of **11.77%**.

- 1.) The Plans call out 12 ft driving lanes and 10 ft shoulders throughout the length of the Project. When the milling operation began, the driving lanes were found to be 12.5 ft wide. This fact resulted in the width of milled surface and overlay to be a foot wider through the entire length of the project.

Tonnage Addition Calculation

AREA: (STA 213+57 to STA 126+30) X 1 ft = **8727 ft²**

VOLUME: (8727 ft²) X (1.5") = **1091 ft³**

TONS: (1091 ft³) X (145 lbs/ft³) X (1 TON / 2000 lbs) = **79 TONS**

- 2.) Two sections of road were milled that were not called out in the plans. These sections were determined in the field to be in need of improvement and added additional tonnage to the project.

Tonnage Addition Calculation

AREAS: (STA 194+40 to STA 196+28) X (10 ft / 2) = **940 ft²**

(STA 205+22 to STA 207+96) X (10 ft) = **2740 ft²**

VOLUME: (3680 ft²) X (1.5") = **460 ft³**

TONS: (460 ft³) X (145 lbs/ft³) X (1 TON / 2000 lbs) = **34 TONS**

- 3.) The average depth of asphalt was calculated for at least 3-5 truckloads throughout the day on each day surface was being laid. This information was shared with the operator. On average, the depth of asphalt was calculated to be 1.7" throughout the project. The

operator was laying the asphalt at a depth of 2" (loose) expecting a compaction of 1/2" after it was rolled. The rollers only succeeded in compacting the pavement 3/10".

Tonnage Addition Calculation

$$\begin{aligned} \text{TONS:} \quad & (1.7'' \div 1.5'') \times 100 = 113.33\% \\ & (3450 \text{ TONS} + 79 \text{ TONS} + 34 \text{ TONS}) \times 113.33\% = \mathbf{4038 \text{ TONS}} \end{aligned}$$

This calculation is based on depth averages determined in the field and is only an attempt to quantify how the project ended up exceeding the engineers estimate. The difference from this calculated tonnage and the actual is a result of using an average depth measured and the fact that the depth of all asphalt that was laid was not measured.

Patching –

We felt that in order to complete this project there was a strong possibility of running into areas in need of patching. Because of this, we included a small quantity in the scope of the project noting that the needs would be scattered throughout the project limits and that only the actual tonnage used would be paid for. In the end, the project did not require near the tonnage that was allotted, using only five of the 50 tons that were planned for. We ended up saving money on patching.

Memorandum

*To: City Manager
City Commissioners
From: Dennis Veatch
Date: June 9, 2014
Subject: First Southern Baptist Church
Annexation
Agenda Item: Ordinance No. 3584*

Recommendation: City staff recommends approval of this annexation ordinance.

Background: The First Southern Baptist Church submitted a petition to annex the proposed property and request that resolution, notice to public hearing in connection with the request be waived and that the matter proceeds before the City Commission for its action.

Justification: This is a voluntary annexation. This property is adjacent to the existing City Limits and city services are available to the property.

Financial Considerations: None

Purpose/Mission: To provide overall growth to the community and provide city services to developed areas.

Legal Considerations: None

Attachments: Ordinance No. 3584 and a map showing the proposed area.

ORDINANCE NO. 3584

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

Lot Two (2), Block One (1), Whispering Hills Subdivision and the adjacent right-of-way to the centerline of 14th Avenue, Ford County, Kansas, subject to easements, restrictions and reservations of record.

SECTION 2: The property annexed is currently zoned A, "Agricultural" and will be designated RS, Residential Suburban", in accordance with the Dodge City Zoning Regulations.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SIXTEENTH DAY OF JUNE, 2014.

BRIAN DELZEIT, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK



City Limits

Proposed Annexation



Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue, Finance Director/City Clerk
Date: June 12, 2014
Subject: Resolution No. 2014-16
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2014-16.

Background: The DCCC Foundation Board wishes the City of Dodge City to issue \$5,500,000 in Industrial Revenue Bonds to provide funds to pay the costs of the acquisition, construction and equipping of a recreational facility, community events center and community tornado shelter to be located at the Dodge City Community College Campus. Pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, the Issuer (the City of Dodge City) is authorized to issue revenue bonds for such purposes.

This resolution is a resolution of intent and the conditions to actual issuance of the bonds is subject to the passage of an ordinance authorizing the issuance of the bonds, the successful negotiation of a Trust Indenture, Guaranty Agreement, Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds. This ordinance will follow at a future meeting. A cost benefit analysis has been completed for this project.

A notice was published in the Dodge City Daily Globe on May 31 notifying the public of a public hearing which will be held June 16, the same date at this resolution. Don Woodburn and Veda Herman were present at the June 2 meeting to talk to the Commission about this project.

When the Industrial Revenue Bonds are issued, the City of Dodge City will have no financial obligation, as the bonds are not backed by the City. DCCC will pay the bonds through a lease with the DCCC Foundation. The resolution provides for a property tax exemption and sales tax exemption, commen

Justification: To promote economic development in Dodge City.

Financial Considerations: None – DCCC will pay all costs involved.

Purpose/Mission: We value progress, growth and new possibilities.

Legal Considerations: All legal considerations will be met with documents provided by Gilmore & Bell, the DCCC Bond Counsel.

Attachments: Resolution No. 2014-16

RESOLUTION NO. 2014-16

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A RECREATIONAL FACILITY, COMMUNITY EVENTS CENTER AND COMMUNITY TORNADO SHELTER TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Dodge City, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Dodge City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the approximate principal amount of \$5,500,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a recreational facility, community events center and community tornado shelter (the "Project") to be located in the Issuer and to be leased by the Issuer to Dodge City Community College Foundation, a Kansas not for profit corporation (the "Tenant").

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

Section 1. Public Purpose. The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the approximate principal amount of \$5,500,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Guaranty Agreement, Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses

relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Court of Tax Appeals.

Section 4. Property Tax Exemption. The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth* the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Court of Tax Appeals.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 6. Reliance by Tenant; Limited Liability of Issuer. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. Execution and Delivery of Bond Purchase Agreement. At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Court of Tax Appeals pursuant to the Act.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until [_____], unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the governing body of the City of Dodge City, Kansas on June 16, 2014.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on June 16, 2014, as the same appears of record in my office.

DATED: _____ 2014.

Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Fire Chief, Kevin Norton

Date: 6/16/2014

*Subject: Temporary Suspension of Ord.
No.2838 (Fireworks Ban)*

*Agenda Item:
Ordinances and Resolutions*

Recommendation: Approve resolution.

Background: This resolution is the same as those that have been approved over the last several years. The practice of temporarily suspending the ban on the discharge of fireworks in the city was originally started at the request of Ford County in an effort to reduce the amount of fireworks being discharged in their jurisdiction.

Justification: The approval of resolution # 2014-17 would provide a limited time for the public to discharge their fireworks in celebration of independence day. Also, because of high law enforcement calls in past years I am again requesting the ban be lifted for one day only - July 4, 2014 (10:00 am to 11:00 pm).

Financial Considerations: None

Purpose/Mission: Mission Statement: "Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future."

Legal Considerations: None

Attachments: A copy of resolution 2014-17 is attached.

RESOLUTION NO. 2014-17

A RESOLUTION FOR THE TEMPORARY SUSPENSION AND WAIVER OF CERTAIN PROVISIONS OF ORDINANCE NO. 2838 AND THE INTERNATIONAL FIRE CODE PERTAINING TO THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1: For the time period and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, on Friday; July 4th, 2014 between the hours of 10:00 a.m. to 11:00 p.m. of said day;

SECTION 2: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 4th, 2014 on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (Civic Center / Memorial Stadium).

SECTION 3: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 4th, 2014 on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

SECTION 4: Notwithstanding this suspension and waiver, officers of the Dodge City Fire Department and the Dodge City Police Department shall have the authority to confiscate any fireworks from any individual possessing the same, if in the opinion of said officer, the use or discharge of such fireworks is being conducted in such a manner as to create a health or safety hazard for the user or other persons, or in such a manner as to create a safety hazard to public or private property.

SECTION 5: This waiver will automatically expire at 11:01 p.m. on July 4th, 2014, and may be rescinded prior thereto by action of the governing body.

SECTION 6: This Resolution shall take effect and be in force from and after its adoption.

Adopted by the governing body this 16th day of June, 2014.

Brian Delzeit, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Commissioners
City Manager*

From: Ken Strobel

Date: June 12, 2014

Subject: Option to Purchase Land

Agenda Item: New Business

Recommendation: Authorize the Mayor to sign the Option Agreement to acquire the Harding property for future development.

Background: City staff has worked with and has a letter of intent from Dial Properties, LLC to pursue retail development in Dodge City. After lengthy research and discussion with the Star Bond consultants and Dial Properties it was recommended that the City pursue this property option in order to better position ourselves for retail development. Please be aware that this does not prevent us from encouraging development or shifting our interest to other areas in the community if the actual retailer chooses another site.

The option agreement entails:

1. Quarterly option consideration payments of \$25,000 which apply to the ultimate purchase price.
2. The option is for a period of 365 days.
3. The option covers approximately 100 acres of Highway 50 frontage.
4. We have the right to assign the option to a developer or to execute the purchase ourselves if we so desire in the future at an average of approximately \$32,000 per acre.
5. The agreement is broke down in parcels and we can acquire a minimum of two parcels under the agreement.
6. We can terminate the agreement at any time by not paying any of the future option payments.
7. The cost of purchasing the option will be eligible for reimbursement from Star Bond proceeds.

Justification: Dial Properties and CBC have recommended this site due to the reduced cost of development on this parcel, to focus on our trade area to the east of Dodge City and the availability of the land.

Financial Considerations: Funds to acquire this option will be provided from the Development and Growth Fund.

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

Legal Considerations: The agreement has been reviewed by both CBC's legal consultants and myself.

Attachments: Option Agreement

6-10-14
Final

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), is made and entered into as of the date of the last execution hereof, which date is the ___ day of June, 2014 (the "Effective date"), by and between John V. Harding and Twyla R. Harding, as Trustees for the Twyla R. Harding Revocable Trust under Instrument of Trust dated September 1, 1995 ("Grantor"), and THE CITY OF DODGE CITY, KANSAS, or its successors and assigns ("Grantee") (Grantor and Grantee are collectively referred to herein as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Ford County, Kansas, which includes five parcels, as legally described on **Exhibit A**, attached hereto and made a part hereof. The first parcel contains approximately 23.88 acres, along with any improvements thereon ("Parcel #1"). The second parcel contains approximately 40.17 acres, along with any improvements thereon ("Parcel #2"). The third parcel contains approximately 16.07 acres, along with any improvements thereon ("Parcel #3"). The fourth parcel contains approximately 22.50 acres, along with any improvements thereon ("Parcel #4"). Parcel #1, Parcel #2, Parcel #3 and Parcel #4 are collectively hereinafter referred to as the "Property". Additionally, Grantor owns a fifth parcel which contains approximately 12.86 acres, along with any improvements thereon including that certain residence and barn structure ("Parcel #5").

WHEREAS, in consideration for the Option Payment (as hereinafter defined), Grantor desires to grant to Grantee an option to purchase the Property, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. GRANT OF OPTION. Grantor hereby grants to Grantee the exclusive option(s) to purchase all parcels or any one or more of the parcels, and/or all of Parcel #5 upon the terms and conditions set forth herein (the "Option to Purchase").

2. DURATION OF OPTION AND OPTION PAYMENT. The Option to Purchase any one or more parcels of the Property, and/or Parcel #5, shall run from the Effective Date through and including three hundred sixty-five (365) consecutive calendar days from the Effective Date (the "Initial Option Period"), and in consideration for the grant of the Option to Purchase for the Initial Option Period, Grantee shall pay into escrow with the Escrow Agent (as hereinafter defined) four separate installments payments of Twenty Five Thousand Dollars (\$25,000.00) each, with the first installment due within fifteen (15) days after the Effective Date (the "Initial Option Payment"), the amount and sufficiency of which Grantor hereby acknowledges, the second Twenty Five Thousand Dollar (\$25,000.00) installment payment due on or before the later of (i) the date that the Mineral Rights (as defined in Section 3(c) below) are released of record as described in Section 3(c) of this Agreement, or (ii) October 1, 2014 (the "Second Option Payment"), the third Twenty Five Thousand Dollar (\$25,000.00) installment

payment due on or before January 1, 2015 (the "Third Option Payment") and the fourth Twenty Five Thousand Dollar (\$25,000.00) installment payment due on or before April 1, 2015 (the "Fourth Option Payment") (collectively, the Second Option Payment, Third Option Payment and Fourth Option Payment, if any, may referred to as the "Additional Option Payments"). The Initial Option Payment and each of the Additional Option Payments shall be deemed to be the property of the Grantor and non-refundable to the Grantee as and when made, except in the event of (a) a failure to resolve the title issues described in Section 3(b) and (c) below, or (b) a Grantor default as set forth in Section 9(a) of this Agreement. If any of the Additional Option Payments are not made on or before the date when the same are due hereunder, then Grantor shall provide written notice of such failure to Grantee and if Grantee shall fail to make such payment within three (3) business days of receipt of any such notice, then the Option to Purchase set forth herein shall automatically terminate and be of no further force and effect. The term "Option Payment" as used herein shall refer to the Initial Option Payment together with the Additional Option Payments, as the case may be, if made; all Option Payments shall be made directly to and shall be held by the Escrow Agent. If, and only if, the Grantee shall exercise its Option to Purchase Parcel #1 and any of the other parcels comprising of the Property (or Parcel #5) and either (i) have closed on such parcels during the Option Period, or (ii) is in the process of diligently working toward a closing of such parcels on a date certain after the expiration of the Option Period, then Grantee shall be entitled to one (1) extension of the Option Period by an additional three hundred and sixty five (365) days (the "Extension Period"). Such right to the Extension Period shall be exercised by Grantee, if at all, by providing written notice to Grantor on or before the last day of the Initial Option Period. Grantor hereby agrees that Grantee shall not be required to make any additional option payments in connection with such Extension Period. The term "Option Period" shall refer to the Initial Option Period, together with the Extension Period, if such extension period is exercised.

In the event that Grantee consummates the Closing (as defined herein) on Parcel #1 and any of the other parcels comprising the Property (or Parcel #5), then Fifty Thousand Dollars (\$50,000.00) of the Option Payment, including the Initial Option Payment and the Second Option Payment, if previously paid at that time, shall be applied as a credit to the Purchase Price for Parcel #1 or any of the other parcels comprising the Property (or Parcel #5) as set forth in this Agreement. In the event that Grantee also consummates the Closing on any of the other parcels comprising the Property (or Parcel #5), then Fifty Thousand Dollars (\$50,000.00) of the Option Payment, including all Additional Option Payments paid to date, if any, will be applied as credit to the Purchase Price against such parcel(s). In no event shall credits to the purchase price of any parcel exceed the amount of all Option Payments actually paid. In the event that Grantee elects (i) to not deliver the Purchase Notice (as herein defined) by the last day of the Option Period prior to the expiration of the Option Period on all or a portion of the Property and Parcel #5, or (ii) to terminate this Agreement at any time, then the entire Option Payment, along with the Additional Option Payments made to date, shall be retained by the Grantor and this Option Agreement shall thereafter be of no further force or effect. Grantor covenants that it will not transfer or encumber the Property or grant the right or option to purchase or lease the Property or any part thereof, or Parcel #5, or any part thereof, from and after the Effective Date during the Option Period. Notwithstanding the foregoing, if Grantor violates the covenant set forth in the preceding sentence, in addition to any other rights or remedies of Grantee at law or in equity,

Grantee shall be entitled to a refund of the Option Payment, along with any Additional Option Payments, if any, previously made by Grantee.

3. GRANTEE DUE DILIGENCE AND APPROVAL. In order for Grantee to determine if it will exercise the Option to Purchase during the Option Period, Grantee and Grantee's contractors, employees, agents, representatives, engineers and potential assignees shall have full access to the Property and Parcel #5, during normal business hours to perform such tests (environmental or otherwise), examinations, and ALTA/ACSM survey in accordance with the requirements of Grantee (the "Survey"), investigations, title searches and feasibility studies which Grantee may deem necessary or desirable, provided, however, in the event that any such tests or investigations performed by Grantee result in damage to the Property and/or Parcel #5 Grantee shall be responsible to reasonably restore the Property and/or Parcel #5 to the condition that existed prior to such testing. Grantor has delivered or will deliver to Grantee, within twenty (20) business days after executing this Agreement, copies of all surveys, reports, tests, plans, and studies, if any, pertaining to the Property and Parcel #5 which Grantor possesses or has obtained. Grantee agrees that it will not exercise any of its entry rights provided in this Section 3, until Grantor and Grantee have in their possession a signed original Option Agreement and the Option Payment has been paid to and received by the Escrow Agent. The parties further agree as follows:

(a) The survey lines and legal descriptions shall conform, as closely as reasonably possible, to the boundary lines depicted on the parcel boundaries superimposed on the aerial photo submitted to the Grantor and attached hereto as Exhibit A.1; provided however that the boundaries of the various parcels may be adjusted by up to ten percent (10%) of the acreage contained therein by written notice from Grantee to Grantor, and any larger adjustment may only be made by mutual agreement of the parties in their respective sole discretion. In no event shall the north boundary of Parcel #1 be placed closer than one hundred twenty (120) feet from the Grantor's existing south wall of Grantor's barn structure.

(b) Reference is hereby made to that certain Oil and Gas Lease dated as of September 9, 2011 between Grantor and Sullivan Land Resources, Inc. ("Tenant"). If such Tenant shall exercise its right to renew such Oil and Gas Lease pursuant to the terms of Section 16 thereof, then Grantee shall have the right to terminate this Agreement and Grantor agrees that the Option Payment shall be returned and refunded to Grantee, less and except for any costs incurred by Grantor pursuant to subsection (c) below.

(c) Reference is also hereby made to that certain Corporation Deed (General Warranty) from Eckles Investment Co, Inc. to PMP Partnership, a Kansas general partnership ("PMP"), which Corporation Deed was dated as of December 5, 1988 and recorded on December 8, 1988 and which Corporation Deed granted a one-half interest in the oil, gas and other minerals in that portion of the Property governed thereby to PMP (the "Mineral Rights"). The parties hereby agree that Grantor shall use commercially reasonable efforts to get PMP to release such Mineral Rights of record, but in no event shall Grantor be required to pay more than \$15,000 to obtain such Mineral Rights. If, despite such commercially reasonable efforts, Grantor is not able to get PMP to release

such Mineral Rights, then Grantee shall have the right to terminate this Agreement and Grantor agrees that the Option Payment shall be returned and refunded to Grantee, less and except for any reasonable attorneys' fees expended by Grantor in its efforts to have such Mineral Rights released, which amounts shall be paid from the Option Payment to Grantor to reimburse such costs.

4. METHOD OF EXERCISE. Grantee may exercise the Option to Purchase the any or all of the Property and/or Parcel #5 by written notice to Grantor, with a copy of the Escrow Agent (the "Purchase Notice"), given no later than the last day of the Option Period, including any Extension Period exercised by Grantee.

5. TERMS OF PURCHASE. Upon Grantee delivering the Purchase Notice, the Parties agree to consummate the purchase and sale of the Property according to the following terms:

(a) Purchase Price. The purchase price for the various parcels of the Property and Parcel #5, if and to the extent that Grantee shall exercise its Option to Purchase the same (the "Purchase Price") shall be as follows: Parcel #1 shall be valued at One Million Two Hundred Thousand Dollars (\$1,200,000.00); property in Parcel #2 shall be valued at One Million Dollars (\$1,000,000.00) if and to the extent that Grantee should exercise its Option to Purchase all of said parcel; Parcel #3 shall be valued at shall be valued at Five Hundred Thousand Dollars (\$500,000.00) if and to the extent that Grantee should exercise its Option to Purchase all of said parcel; Parcel #4 shall be valued at shall be valued at Six Hundred Thousand Dollars (\$600,000.00) if and to the extent that Grantee should exercise its Option to Purchase all of said parcel; Parcel #5 shall be valued at One Million Two Hundred Thousand Dollars (\$1,200,000.00). Grantee may not elect to split or purchase a portion of any parcel, provided however that Grantee may adjust the boundaries of any parcel as set forth in Section 3 above. If purchased, parcels must be purchased intact. In the event that Grantee delivers the Purchase Notice, the Option Payment, along with any Additional Option Payments previously made by Grantee, shall be applied to the Purchase Price as a credit to Grantee as set forth in the second paragraph of Section 2 of this Agreement.

(b) Time for Closing. It is contemplated that closing on the purchase of all or a portion of the Property and/or Parcel #5 will take place in phases. Each closing (the "Closing") will take place on a mutually agreeable date and time (the "Closing Date") no later than sixty (60) days after the date of the Purchase Notice for each parcel of property that is the subject of such Purchase Notice. The Closing will take place at the offices of High Plains Land & Title ("Escrow Agent") located in Dodge City, Kansas, or other mutually agreed upon title company.

(c) Cost of Closing. The costs of the Closing shall be as set forth in **Exhibit B**, attached hereto and made a part hereof.

(d) Method of Closing and Transfer. Grantor and Grantee will executed and deliver such documents necessary to effectuate the Closing, including, but not limited to,

a general warranty deed for all or a portion of the Property and/or Parcel #5 that is subject to and specified in a Purchase Notice, a settlement statement apportioning the Closing costs referred to in Section 5(c), mechanic's lien and/or any other affidavits required by the Escrow Agent and Grantee (including a FIRPTA affidavit from Grantor), and corporate resolutions indicating the authority of the persons executing the Closing documents on behalf of each Party. Grantor will transfer title to the Property and/or Parcel #5 that is subject to and specified in a Purchase Notice, to Grantee or to a designee of Grantee by the Deed (as hereinafter defined). The Deed will be subject to only: (i) real estate taxes for the year in which the Closing occurs, with none then due and payable at Closing, and (ii) those matters showing on Schedule B-II of Grantee title commitment (other than the preprinted exceptions) at the time that Grantee delivers the Purchase Notice (except for any matters which may be discharged by the payment of money, which Grantor shall discharge and the matters described in Section 3(b) and (c) above) (the "Permitted Exceptions"). Grantor agrees to reasonable cooperate with Grantee in causing the preprinted exceptions in Schedule B-II and the standard requirements in Schedule B-I of Grantor's title commitment to be satisfied in all respects. At the Closing, Grantee will pay that portion of the Purchase Price which is applicable to the Property and/or Parcel #5 that is subject to and specified in a Purchase Notice, by wire transfer, subject to a credit for the Option Payment and adjustments necessary to reflect the Closing costs set out in the settlement statement.

(e) Form of Closing Documents. The form of closing documents shall be as follows:

(i) Deed. Grantor will transfer the Property and/or Parcel #5 that is subject to and specified in a Purchase Notice, free and clear of all liens and encumbrances which may be satisfied by the payment of money and subject only to Permitted Exceptions, by means of a general warranty deed containing covenants of title, which covenants of title shall state that Grantee is seized of such property in fee, and that Grantor has conveyed unto Grantee and its successors and/or assigns in title such property in fee simple, along with any other interests that Grantor has in such property, including without limitation, all water rights and mineral rights; and that Grantor will warrant and defend title against the claims of all persons or entities (the "Deed").

(ii) Title Policy. Grantee must receive a 2006 ALTA owner's title insurance policy, insuring Grantee will be the fee simple owner of the Property and/or Parcel #5 that is subject to and specified in a Purchase Notice, upon delivery of the Deed and subject only to the Permitted Exceptions.

(f) Possession. Upon consummating the Closing, complete possession of the Property and/or Parcel #5 that is subject to and specified in a Purchase Notice, will be provided to Grantee.

6. GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS. In consideration for Grantee making the Option Payment and performing the due diligence contemplated in Section 3:

(a) Grantor represents and warrants to Grantee that it has not dealt with any broker, agent or finder. Grantor agrees to indemnify, defend and hold harmless Grantee for a breach of the foregoing representation and warranty. Grantor will pay any fees and commissions owed to Grantor's Broker pursuant to a separate agreement with Grantor's Broker.

(b) Grantor represents and warrants to Grantee that it is the sole fee owner of the Property and Parcel #5 and in full possession of the same and has the right to grant the Option to Purchase and will be able to consummate the Closing as contemplated by this Agreement without the joinder or consent of any third party.

(c) Grantor represents and warrants to the Grantee that, to the best of its knowledge, there are and have been no hazardous or toxic substances or materials on or about the Property and Parcel #5, including without limitation any oil, petroleum, PCBs, asbestos, or other materials regulated by environmental laws, and there are no underground storage tanks on the Property and Parcel #5.

(d) Grantor represents and warrants to Grantee that it has received no notice of, nor is Grantor aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property and/or Parcel #5 being taken by condemnation or conveyed lieu thereof.

(e) Grantor represents and warrants to Grantee that there is no action, suit or proceeding pending or, to Grantor's knowledge, threatened by or against or affecting Grantor or the Property and Parcel #5 which does or will involve or affect such property or title thereto.

(f) Grantor represents and warrants to Grantee that to Grantor's knowledge, there are no violations of state or federal law, municipal or county ordinances, or other legal requirements with respect to the Property and/or Parcel #5, or any legal requirements with respect to such property. Grantor has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Grantor receives notice of any such violations prior to the closing affecting the Property and/or Parcel #5, Grantor shall promptly notify Grantee thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(g) With respect to the Property and Parcel #5, Grantor gives Grantee and Grantee's employees, agents, representatives, and potential assignees the right to apply for any permits, zoning matters, annexation and/or subdivision approvals and/or other approvals deemed necessary or desirable by Grantee in connection with Grantee's

intended development of such property (collectively, the “Approvals”) during the Option Period, and Grantor agrees to cooperate with and assist Grantee in obtaining the Approvals, provided Grantor does not incur any costs as a result of such cooperation and assistance.

The parties understand that the Property is currently zoned as Agricultural. Grantee will not apply for any permit, zoning change, annexation or subdivision approval or other matter that will allow a change of use of any parcel unless the Grantee has given a Purchase Notice as to such parcels. Such Purchase Notice shall be subject to and contingent upon approval of any permit, zoning change, or subdivision approvals by the proper governmental authorities. No change of use may be sought other than to R-1, R-2, R-3, C-O and C-2.

The foregoing representations and warranties of Grantor shall survive the Closing.

7. GRANTEE’S REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Grantee represents and warrants that it has not dealt with any broker, agent or finder other than CarrBaierCrandall, LLC and agents thereof (“Grantee’s Broker”). Grantee will pay any commissions and fees owing to Grantee’s Broker pursuant to a separate agreement. Grantee agrees to indemnify, defend and hold harmless Grantor for a breach of the foregoing representations and warranties. The foregoing representations and warranty shall survive the Closing.

(b) When and if Grantee (or a developer acting through or in a public/private partnership with Grantee) shall commence construction of a STAR bond project on Parcel #1, Grantee hereby agrees to (i) construct a berm and other landscaping improvements on the north side of Parcel #1 to reasonably screen the house and barn complex (collectively, the “Adjacent House/Barn”) on the Grantor’s adjacent property to the north; and (ii) relocated the existing road and related improvements providing access to the Adjacent House/Barn. This covenant shall survive Closing. If the road is relocated by Grantee, the road shall be of the same or better quality of materials and construction as the existing road.

8. NOTICES. Any notices, request or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given (except as otherwise provided herein) when received if (i) delivered by hand, (ii) deposited with a widely recognized national overnight courier service, or (iii) mailed by United States registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each Party at its address set forth below:

To Grantor:

With a copy to:

To Grantee: Cherise Tieben
City Manager
City Hall
P.O. Box 880
Dodge City, KS 67801-0880

With a copy to: Ken Strobel, Esq.
Legal Counsel
City Hall
P.O. Box 880
Dodge City, KS 67801-0880

And with a copy to: Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut, Suite 2600
Kansas City, Missouri 64106-2150

And with a copy to: William F. Crandall
CarrBaierCrandall, LLC
4706 Broadway, Suite 240
Kansas City, Missouri 64112 And a copy

to Escrow Agent: High Plains Land & Title
107 Gunsmoke Street
Dodge City, KS 67801

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communications. By giving at least five (5) days prior notice thereof, any Party may from time to time at any time change its mailing address hereunder.

9. DEFAULT.

(a) Grantor's Default. One of the purposes of this Agreement is to bind Grantor to sell the Property. If the sale and purchase of the Property and/or Parcel #5 contemplated by this Agreement is not consummated on account of Grantor's default hereunder, Grantor hereby agrees that Grantee may, in its sole discretion, elect to (i) terminate this Agreement and receive a return of all of the Option Payment from the Escrow Agent, along with any Additional Option Payments, or (ii) enforce this Agreement by suing Grantor for (x) specific performance of the obligation of Grantor to execute and deliver the documents required to convey the Property to Grantee in accordance with this Agreement, and (ii) Grantee's damages arising from any delay in the acquisition of the Property as a result of Grantor's default. In the event Grantor deliberately or willfully refuses or fails to consummate a closing in violation of the terms of this Agreement, by selling the Property to a third party rather than to Grantee, and as a result thereof specific performance is not an available remedy to Grantee, then in addition to the remedies provided in this Section 9(a), Grantee may bring an action against

Grantor for Grantee's damages incurred as the result of Grantor conveying the Property to such third party.

(b) Grantee's Default. If the sale and purchase of the Property and/or Parcel #5, if any of the same is subject to and specified in a Purchase Notice, contemplated by this Agreement is not consummated on account of Grantee's default (Grantee shall only be deemed to be in default if it delivers the Purchase Notice and then fails to consummate the Closing), Grantor shall be entitled, as its sole and exclusive remedy hereunder, to retain payment of the Initial Option Payment along with any Additional Option Payments previously made by Grantee as full and complete liquidated damages for such default of Grantee, the Parties acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Grantor upon Grantee default of this Agreement or any duty arising in connection or relating herewith. Grantor's entitlement to and receipt of the Initial Option Payment and any Additional Option Payments previously made by Grantee is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Grantor's sole and exclusive remedy in the event of default hereunder by Grantee, and Grantor hereby waives and releases any right to (and hereby covenants that it shall not) sue Grantee as to any claims, injury or loss arising from or in connection with this Agreement: (i) for specific performance of this Agreement, or (ii) to recover actual or consequential damages in excess of such sums.

10. SUCCESSORS AND ASSIGNS. Except as permitted herein, neither Party may assign this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, (a) Grantor's rights may be assigned to _____ for estate/tax planning purposes, provided however that if any such assignee of Grantor shall fail to perform and close as required hereunder, then Grantor shall remain liable to Grantee for such performance, and (b) Grantee may assign its rights and obligations under this Agreement, without the consent of Grantor; provided however that if any assignee of Grantee shall fail to perform and close as required hereunder, then Grantee shall remain liable to Grantor for such performance. Additionally, Grantee may assign the Option to Purchase for the purposes of carrying out an IRC 1031 Tax Deferred Property Exchange.

11. CONSTRUCTION. This Agreement shall be construed in accordance with the laws of the State of Kansas.

12. RECORDING. This Agreement shall not be recorded. Grantor and Grantee will execute a memorandum of this Agreement which shall be substantially similar to that which is attached hereto as Exhibit C (the "Memorandum") which Memorandum will be executed on the Effective Date and recorded in the public land records for Ford County, Kansas within five (5) days after the Effective Date.

13. CONFIDENTIALITY. Each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other Party, but this will not preclude recording the memorandum of the Agreement pursuant to Section 12 hereof. However, a Party

may disclose such confidential information to legal counsel of the Party, to such Party's Broker, to other professional advisors of the Party, and as required by the Kansas Open Records Act, the Kansas Open Meetings Act or other laws or legal process.

14. TAX FREE EXCHANGE. Grantor shall have the right to transfer the Premises to Grantee pursuant to the exchange provisions of Section 1031 of the Internal Revenue Code. In the event Grantor elects to transfer the Premises subject to such provisions, Grantee shall assist and cooperate with Grantor in connection with the acquisition of the exchange property including, without limitations, entering into an exchange contract and/or such other necessary documents provided by Grantor. In addition, Grantor shall reimburse Grantee for any attorney's fees or other costs that Grantee may incur in connection with Grantee's participation in an exchange transaction. Any contract to be executed by Grantee in connection with an exchange transaction shall provide that (a) Grantee shall not have its rights under this Agreement affected or diminished in any manner and (b) Grantee shall not be responsible for compliance with or be deemed to have warranted to Grantor that the proposed exchange in fact complies with Section 1031 of the Code.

15. COUNTERPARTS/FACSIMILE SIGNATURES. This Agreement may be executed in counterparts and may be signed and transmitted by facsimile machine or other electronic copy, and if so, is to be treated as an original document, and the signature of any Party thereon is to be considered as an original signature.

16. TIMING. Time is of the essence. If any day on which an event is scheduled to occur under this Agreement falls on a Saturday or Sunday or legal holiday, the time period for such event shall be automatically extended until the next business day.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

“GRANTOR”:

John V. Harding and Twyla R. Harding, as
Trustees for the Twyla R. Harding
Revocable Trust under Instrument of Trust
dated September 1, 1995

By: _____

_____, Trustee

Date: _____

By: _____

_____, Trustee

Date: _____

“GRANTEE”:

THE CITY OF DODGE CITY, KANSAS

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

EXHIBIT A

Legal Descriptions for the Property **(Final legal descriptions to be provided by the Escrow Agent)**

Parcel #1

- Approximately 23.88 Acres
- Located at the North East Corner of 112 Road and Hwy 50

Parcel #2

- Approximately 40.17 Acres
- Lot that sits directly east of Parcel #1

Parcel #3

- Approximately 16.07 Acres
- Lot that sits directly east of Parcel #2

Parcel #4

- Approximately 22.50 Acres
- Lot that sits directly east of Parcel #3(Northwest corner of 113 Road and Highway 50).

Parcel #5

- Approximately 12.86 Acres
- Lot that sits directly north of Parcel #1
- This lot will only be purchased if the Grantee (or its developer) requires Parcel #1 to be expanded to accommodate a future retail requirement.

EXHIBIT B

Closing Costs

1. Tax proration: Prorated as of the Closing Date, with Grantor paying all taxes for the periods up to and including the Closing Date, and Grantee responsible for taxes for the periods after the Closing Date.
2. Fee to Grantee Broker: Grantee
3. Fee to Grantor Broker: Grantor
4. Survey costs: Grantee
5. Abstract and Title Insurance Fees: Grantee
6. Recording Fees for Deed: Grantee
7. Document Preparation Costs: to be paid by each Party, to the extent incurred by such Party
8. All other Closing costs: to be paid by each Party, to the extent incurred by such Party
9. Owner's Title Insurance Policy: Grantee

EXHIBIT C

Memorandum of Option Agreement

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the “Memorandum”) is made and entered into as of the ____ day of _____, 2014, by and between _____, (“Grantor”) and the CITY OF DODGE CITY, KANSAS (“Grantee”).

AGREEMENT:

1. For a valuable consideration and pursuant to that certain Option Agreement dated _____, 2014 (the “Effective Date”), between Grantor and Grantee (the “Agreement”), Grantor has granted to Grantee an exclusive option to purchase certain real property located in the City of Dodge City, Kansas, legally described on **Exhibit 1** attached hereto and incorporated herein by this reference (the “Property”).
2. The Agreement is for an initial term of three hundred and sixty-five (365) calendar days commencing on the Effective Date (the “Initial Option Period”). Under certain circumstances, more fully set forth in the Agreement, Grantee may extend the Initial Option Period for one (1) additional consecutive three hundred and sixty five (365) calendar day period.
3. All of the other terms and conditions of the Agreement are more fully set forth in the Agreement and are incorporated herein by this reference. A full copy of the Agreement is on file with the City Clerk’s Office.
4. This Memorandum is executed for recording purposes only and is not intended to alter or amend the terms of the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.
5. This Memorandum shall inure to the benefit of and be binding upon Grantor and Grantee and their respective representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Lease as of the date first above written.

“GRANTEE”:

THE CITY OF DODGE CITY, KANSAS

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

STATE OF KANSAS)
) ss.
COUNTY OF FORD)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the Mayor of the City of Dodge City, Kansas, a City duly incorporated and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be the same persons who executed, as such officials, within instrument on behalf of and with the authority of said City, and such persons duly acknowledge the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and the year last above written

NOTARY PUBLIC
Printed Name: _____

My Commission Expires:

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Lease as of the date first above written.

“GRANTOR”:

John V. Harding and Twyla R. Harding, as Trustees for the Twyla R. Harding Revocable Trust under Instrument of Trust dated September 1, 1995

By: _____

_____, Trustee

Date: _____

By: _____

_____, Trustee

Date: _____

STATE OF KANSAS)
) ss.
COUNTY OF FORD)

This instrument was acknowledged before me on _____, 2014, by _____, Trustee for the Twyla R. Harding Revocable Trust under Instrument of Trust dated September 1, 1995.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and the year last above written

NOTARY PUBLIC
Printed Name: _____

My Commission Expires:
