

COMMISSION AGENDA

March 5, 2007 - 7:00 p.m.

Commission Chambers

MEETING NO. 4670

CALL TO ORDER

ROLL CALL

INVOCATION by Velaro Pasquel of Rio de Aqua Viva Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Kick-off to Keep America Beautiful's Great American Cleanup March 1 - May 31.

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).

City of Character Trait for March - Discernment

CONSENT CALENDAR

1. Minutes of Regular Meeting of February 19, 2007, and Joint City/County Meeting of February 26, 2007.
2. Payment of bills.
3. Cereal Malt Beverage for:
 - A. Israel Estrella "El Mezon", 614 E. Wyatt Earp Blvd.
 - B. Taqueria Mexico, 1010 E. Wyatt Earp Blvd.(pending inspections by Dodge City Fire and Inspection Depts.)

ORDINANCES & RESOLUTIONS

Ordinance No. 3429. An ordinance establishing prohibitions against the possession or carrying of certain firearms while upon designated property owned and/or operated by the City of Dodge City, Kansas. Report by City Manager.

UNFINISHED BUSINESS

NEW BUSINESS

1. Appointments to the Santa Fe Trail Community Corrections Advisory Board. Report by Administrative Assistant.
2. Approval of computer bids. Report by Finance Director/City Clerk.
3. Approval of contract with Land Acquisitions, Inc. for professional service to acquire the right-of-way and temporary easements for the West Wyatt Earp right-of-way acquisition, Phase II. Report by Public Works Director.
4. Approval of PILOT Agreement with David's Inc. Report by City Attorney.

OTHER BUSINESS

City Manager
Commissioners

ADJOURNMENT



PROCLAMATION

WHEREAS, Keep America Beautiful, Inc., a national nonprofit organization dedicated to helping individuals improve their community environments, celebrated its 50th Anniversary in 2003, and has established the Great American Cleanup as its signature national effort for involving American citizens in environmental stewardship; and

WHEREAS, Keep America Beautiful's Great American Cleanup, is celebrating its 22nd Anniversary in 2007, featuring over 2 million volunteers participating in over 30,000 events in over 15,000 communities in all 50 states; and

WHEREAS, the City of Dodge City is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, schools, government and businesses working together; and

WHEREAS, President George W. Bush and Mrs. Laura Bush have recognized the important commitment to improve American communities through litter prevention, beautification and solid waste management initiatives, thereby assuming the title of Honorary Chairs of Keep America Beautiful's Great American Cleanup, to help spread the word about the importance of volunteerism and motivate millions nationwide to become stewards of the environment.

NOW, THEREFORE, I, V. James Sherer, do hereby proclaim March 1st as the kick-off of Keep America Beautiful's Great American Cleanup for 2007 and call upon our citizens to join in activities that promote responsible environmental stewardship and help us renew our commitment to building a better world today and for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the city of Dodge City to be affixed, this 5th day of March, 2007.

V. James Sherer, Mayor

Attest:

Nannette Pogue, City Clerk

GREAT AMERICAN CLEANUP™ NATIONAL SPONSORS 2007

The banner features logos for the following sponsors: PEPSI, WRIGLEY, HONDA, GLAD, FORCE FLEX, WASTE MANAGEMENT, Sprint, Scotts Miracle-Gro, Sparkle, Firestone Complete Auto Care, Sam's Club, and TROY-BILT.

MINUTES
February 19, 2007 - 7:00 p.m.
MEETING NO. 4669

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

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

The PLEDGE OF ALLEGIANCE was recited

PETITIONS & PROCLAMATIONS

VISITORS (Limit of 5 minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting, unless an emergency situation does exist)

George Laughead, Jr., representing the Historic Preservation Commission, reported that Dodge City will be hosting the State Preservation Conference May 10-12, 2007. Mr. Laughead asked as to whether a Citizen Task Force for Boot Hill has been appointed.

Aaron Duree thanked the Commission for stepping up to consider the smoking ban.

Commissioner Sowers moved to add an Executive session to discuss non-elected personnel matters to the end of the agenda. Commissioner Smoll seconded the motion which passed unanimously.

The CONSENT CALENDAR was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, by unanimous vote.

1. Approval of Minutes of Regular Meeting of February 5, 2007
2. Approval of payment of bills.
3. Approval of joint mortgage resolution on Kimbroy loan.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Bids for Utility Water Supplies as listed were approved on a motion by Commissioner Sowers, seconded by Commissioner Lee, by unanimous vote.

Municipal Supply, Inc., Hastings, NE

5. The Flying J Development Agreement was approved on a motion by Commissioner Smoll, seconded by Commissioner Lembright, by unanimous vote.
6. The Interlocal agreement for firing range between the City and County was approved on a motion by Commissioner Sowers, seconded by Commissioner Lee, by unanimous vote.

OTHER BUSINESS

Commissioner Sherer thanked Public Works for the snow removal and branch pickup.

Commissioner Smoll attended the library 100th Anniversary.

Commissioner Lee thanked the City Manager, Mike Klein and Joe Finley for taking care of an ice problem downtown.

City Manager, Jeff Pederson, reported

- Barring any weather problems, concrete will hit Wyatt Earp this week on Wednesday.
- A Committee met with Heritage Development Group and Global Entertainment regarding questions about the Events Center.
- Will consider a joint City/County Commission meeting next Monday.

Joe Finley alerted the public that traffic on Wyatt Earp will be limited to one way when concrete is being poured.

On a motion by Commissioner Lembright, seconded by Commissioner Sowers, the meeting adjourned to Executive Session at 8:00 p.m. to discuss non-elected personnel matters not to exceed 30 minutes, by unanimous vote. The Executive Session included the Commission, City Manager and City Attorney.

The meeting reconvened at 8:30 and adjourned by consensus.

V. James Sherer, Mayor

Attest:

Nannette Pogue, City Clerk

MINUTES
JOINT CITY OF DODGE CITY/FORD COUNTY MEETING
February 26, 2007

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

Responding to roll call were Mayor Jim Sherer, Commissioners Jim Lembright, Kent Smoll, Rick Sowers and Terry Lee. Also present were County Commissioners Kim Goodnight, Terry Williams and John Schwaze.

NEW BUSINESS

City Manager, Jeff Pederson, presented the 2007 budget for the Dodge City Raceway Park. On a motion by Rick Sowers, seconded by Jim Lembright the Dodge City Raceway Park budget in the amount of \$890,100, with \$740,100 for operations and \$150,000 for purchase of equipment was adopted. The vote carried 4-1 with Lee voting nay.

Jay Gifford, Athletic Director for USD 443, and Bill Hammond, Director of Finance, presented the commissions with a proposal for synthetic football turf at Memorial Stadium. They made a request for funds from the Special Sales Tax Project Fund. The CFAB recommendation was to fund the project for 8 years at \$60,000 per year if the sales tax projects exceeded a 1.75% increase each year. Lee moved to table the action, Sherer seconded. The vote carried 3-2 with Smoll and Sowers voting nay.

On a motion by Commissioner Lee, seconded by Mayor Sherer, the meeting adjourned by unanimous vote.

(Individual)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Ford COUNTY, KANSAS, 20 07

TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS,

or THE BOARD OF COUNTY COMMISSIONERS OF Dodge City COUNTY, KANSAS.

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

1. (a) Name of proposed licensee Manuel J Robles
(b) Age 43
(c) Place and date of birth Mexico 02-08-1964
(d) Residence address 1211 Ave 'A' Dodge City KS 67801
(e) I have been a resident of the State of Kansas 15 years.
I have been a resident of the City of Dodge City, Ford County 15 years.

2. The premises for which the license is desired are located at 1010 E. Wyatt East

(a) The legal description of said property is E. 100 Feet of lot 2 and 8 Block 1 SUGHRUE'S Addition Dodge City K.S.

(b) The street number is 1210 Ave A

(c) The building to be used is Metal

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

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Manuel J. Robles 1211 Ave. A Dodge City Kansas

4. I am a citizen of the United States. Yes (X), No ().
(a) My citizenship arises by birth (), Naturalization (X).
(b) My place of naturalization and the date thereof is as follows: Topeka Kansas May, 22-1998

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

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

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

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

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

10. My place of business will be conducted by a manager or agent— Yes (), No ()
(a) If the answer above is yes, the name, age, and residence of manager or agent is

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

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

12. My spouse would (), would not (), be eligible to receive a retailer's license.
(a) If the answer is would not, explain what the fact or facts are that would cause your spouse to be ineligible.

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

A license fee of \$ 225.00 is enclosed herewith.

Date: March 2, 2007
To: City Commission
From: City Manager 
RE: Concealed Carry Ordinance

The Concealed Carry Ordinance is back on the Agenda in it's original form, as it was tabled and now needs to be dealt with in some manner. Commission options are:

1. Take action as drafted, assuming that the votes would be there to introduce it.
2. Make changes during the meeting, and introduce with changes to draft.
3. Kill the measure through insufficient votes to introduce (motion, and second).

At this point, all things considered I would recommend that the CC let this die by failure to introduce, and proceed to ask for a recommendation on City buildings/sites for placement of required signage to disallow concealed carry. I would then bring the recommendations back to you at the next meeting.

ORDINANCE NO. 3429

AN ORDINANCE ESTABLISHING PROHIBITIONS AGAINST THE POSSESSION OR CARRYING OF CERTAIN FIREARMS WHILE UPON DESIGNATED PROPERTY OWNED AND/OR OPERATED BY THE CITY OF DODGE CITY, KANSAS.

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

SECTION 1. As used in this ordinance, the term "firearm" shall mean any handgun, pistol, or revolver.

SECTION 2(a). Pursuant to the authority granted to property owners and to the owners or operators of businesses under the Personal and Family Protection Act, Chapter 32 of the 2006 Session Laws of Kansas, as amended by Chapter 210 of the 2006 Session Laws of Kansas, the governing body of the City of Dodge City, Kansas, hereby prohibits the carrying of any concealed firearm by any person other than those identified in Section 5 below while in or upon the premises of any of the following properties which are owned by the City of Dodge City, Kansas, and/or which the City is operating as a public employer:

- 1) Maple Grove Cemetery
- 2) C.R.E.W. Recycling Center
- 3) Animal Shelter
- 4) Raceway Park
- 5) Santa Fe Depot
- 6) Santa Fe Train Station
- 7) Santa Fe Depot Dormitory
- 8) Homestead Theatre
- 9) Regional Airport
- 10) Civic Center
- 11) Outdoor Swimming Pool
- 12) Mariah Hills Golf Course
- 13) All-4-Fun Activity Center
- 14) St. Mary's Complex including
 - a) Sheridan Activity Center
 - b) Hennessey Hall
 - c) All other open spaces and fields of the St. Mary's Complex
- 15) All city parks, playgrounds and ball fields including but not limited to Wright Park, Homestead Park, Longbranch Park, Beeson Arboretum, Ford Park, Willow Park, Eisenhower Park, Friendship Park, Kiwanis Park, Thurow Park, Jean Russell Park, Centennial Park, Kliesen Hills Park, Colleen Park, Spiers Park, Chilton Park, VFW Park, Lions Park, Optimist Park, Legends Park, Youth Complex, St. Mary's Complex soccer fields and Cavalier Baseball Field.

- 16) All Fire and EMS stations
- 17) Wastewater Treatment Plant and Wastewater Office
- 18) Water Plant
- 19) Sanitation Department Building
- 20) Street Department Building
- 21) Any other building owned or leased by the City to conduct business or to further the interests of the City.

2(b). The governing body of the City of Dodge City further prohibits the carrying of any firearm or any pellet gun, shotgun or rifle that is not concealed by any person other than those identified in Section 5 below while in or upon the premises of any of the properties which are described in subsection (a) of Section 2.

SECTION 3. Violation of Section 2 of this ordinance is a Class B violation.

SECTION 4. The prohibitions set forth in Section 2 above shall apply both to the interiors of the structures on all such properties and to the exterior areas; provided, however, that the prohibitions shall not apply to persons who are otherwise lawfully in possession of any such firearm while in a motor vehicle which is located in an area designated for public vehicular traffic or for public vehicular parking.

SECTION 5. The prohibitions set forth in Section 2 above shall not apply to any person identified under the exclusions set forth in subsections (b) or (c) of K.S.A. 21-4201 regarding the criminal use of weapons, as said provisions not apply or may hereafter be amended.

SECTION 6. This ordinance shall take effect and be in force from and after its publication in the official newspaper of said City.

PASSED AND ADOPTED this 5th day of March, 2007.

ATTEST:

City Clerk

Mayor

Memo

To: City Commission
From: Jane Longmeyer, Administrative Assistant 
CC: City Manager
Date: March 1, 2007
Re: Appointments to Santa Fe Trail Community Corrections Board

The terms of William Mercado, Kris Ball and Rene Larman are due to expire on May 2, 2007. The Corrections Board asked that we make appointments now since they meet quarterly and their next meeting is the first part of April.

Kris Ball has agreed to seek a reappointment.

Bill Mercado and Rene Larman do not wish to seek a reappointment.

Applications to fill the positions have been received by Luciana Martinez and Tim Herrera.

We ask that you consider a reappointment of Kris Ball and appointment of Luciana Martinez and Tim Herrera to the Santa Fe Trails Community Corrections Advisory Board.

SANTA FE TRAIL

Community Corrections

Sixteenth Judicial District - Ford County

208 West Spruce Street
Dodge City, KS 67801
Telephone: (620) 227-4564
Fax: (620) 227-4686
www.fordcounty.net/commcorr

February 20, 2007

Mr. Jim Sherer
Dodge City Commissioner
City Hall
P.O. Box 880
Dodge City, KS 67801

Dear Jim Sherer:

As you know, the 2-yr term for the city appointed Advisory Board members would end 5-2-2007.

William Mercado has not attended an SFTCC board meeting since October 2005. Kris Ball and Rene Larman have received a letter asking them to serve another 2-yr term with us. Kris has accepted another term and Rene declined due to other commitments.

The Advisory Board members provide input and feedback that is very important to us. Therefore we would like for you to approve Kris Ball and appoint two more persons to serve on our board that would have the time and availability to be involved in our meetings.

Please replace existing personnel with the same sex and ethnicity. KDOC requires SFTCC to have ethnic and gender representation for its board members. If you have any questions please contact us at 227-4564.

Sincerely,


Patrick R. Klecker
Director

PRK/jj

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: TIM HERRERA OCCUPATION: Police Officer
ADDRESS: 11546 Plum Rd TELEPHONE: 620-339-5936

Advisory Board(s) you wish to be considered for:

Tell us about your educational background:

School	Dates Attended	Major
<u>DC HS</u>	<u>1973-75</u>	
<u>FT. HAYS</u>	<u>1975-77</u>	<u>Gen</u>
<u>KS. L.E. ACADEMY</u>	<u>1979</u>	<u>L.E.</u>

Work history:

Job and Title	Dates of Employment
<u>Police officer - Lt. - Training & standards</u>	

To the best of your knowledge, would the appointment of you to the S.F. Trail Corrections advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

NO

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

United Way - Allocation Committee

Tell us about other qualifications you have which you feel qualify you for appointment.

Signature: Tim Herrera Date: 03-01-07

Please return to: City Manager's Office, City Hall, P.O. Box 880; Dodge City, Kansas 67801-0880.

Thank you for your interest!

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Luciana Martinez OCCUPATION: Secretary City of Dodge City
ADDRESS: 2903 Gary TELEPHONE: (620) 225-6930 *Inspections office*

Advisory Board(s) you wish to be considered for:

Santa Fe Trails Community Corrections

Tell us about your educational background:

School	Dates Attended	Major
<u>GED State of KS</u>	<u>1988</u>	
<u>DCCC</u>	<u>1993-2005</u>	<u>Criminal Justice</u>
<u>Friends University</u>	<u>2006-2007</u>	<u>Leadership + Mgmt</u>

Work history:

Job and Title	Dates of Employment
<u>City of Dodge City Secretary</u>	<u>July-2002-present</u>
<u>Three Rivers Home Personal Care Att.</u>	<u>July 91-present</u>

To the best of your knowledge, would the appointment of you to the _____ advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

no

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

CEO Board, I attended meetings as requested and gave input when called for.

Tell us about other qualifications you have which you feel qualify you for appointment.

I think it is important to be involved in the community. This is the home of mine and my family and it should be valued as such.

Signature: Luciana Martinez Date: 2/27/07

Please return to: City Manager's Office, City Hall, P.O. Box 880; Dodge City, Kansas 67801-0880.

Thank you for your interest!

Memorandum

To: Jeff Pederson, City Manager
From: Nannette Pogue
Date: 2/28/2007
Re: Approval of Bids for 2007 Computer Purchases

During the budget process, each Department along with Ryan Reid, the IS Administrator, identifies personal computers, printers or servers that need replaced along with any new computers that are needed for the department's operation. The specifications are then written to align with these needs. The advertisement for bids for these computers was sent to the local paper and to interested parties. Bids were received on February 20, 2007.

Attached to this memo is the bid tabulation and a list of those who will receive computers in 2007. This tabulation and list were compiled and reviewed by Ryan Reid.

The recommendation is to purchase the computers from Enpointe in the amount of \$24,383.64, and the servers from Southern Computer Warehouse in the amount of \$4,546.83. If you have any questions or wish additional information, please let me know.

MEMO

To: Nannette Pogue
CC: Mike Klein
From: Ryan T. Reid
Date: 2/22/2007
Re: Pcs, etc for 2007

Nannette:

I distributed specs to various vendors outlining our personal computer and printer needs for this year. We had two separate bids, one for pcs and one for a server.

Mike and I opened and reviewed the bids on Tuesday, February 20th at 2:00. After comparing them and double-checking their accuracy, I recommend we purchase the items on the computer bid from Enpointe (a new company that we have not worked with in the past). They are the low bidder at \$24,383.64.

For the server, the low bidder was Southern Computer Warehouse at \$4546.83.

Attached is the spreadsheet that breaks down each vendor's prices as well as where the proposed equipment will go (by department).

Please contact me if you have any questions or concerns.

RTR

2007 02 22

Project 2007 Computers

Items	Enpointe	Zones	Nex-Tech	Mwave
21 Acer Veriton Pcs	\$ 16,194.36	no bid	\$ 19,964.91	wrong model
17 Samsung 940bx 19" lcd	\$ 4,035.12	\$ 4,113.49	\$ 4,743.00	\$ 4,675.00
2 Acer Travelmate laptops (Tm4230)	\$ 2,381.16	no bid	\$ 4,200.00	\$ 2,150.00
2 Infrant Ready NAS	\$ 1,773.00	\$ 1,691.46	\$ 2,156.58	\$ 2,084.00
Totals	<u>\$ 24,383.64</u>	invalidated	\$ 31,064.49	invalidated

Project 2007 Server

Items	Infinitec	Nex-Tech	Southern Computer	Zones
IBM server and software	\$ 6,369.70	\$ 7,264.83	<u>\$ 4,546.83</u>	\$ 4,835.65

2007 02 22

<u>Item</u>	<u>Destination</u>	<u>Dept</u>
laptop	joe f	PW/Engin
pc	nannette	Admin
screen	nannette	Admin
pc	connie m	Admin
screen	connie m	Admin
pc	jane l	Admin
screen	admin	Admin
laptop	ryan c	Admin
pc	doris	Court
2 pcs	front counter	Court
2 screens	Court	Court
pc	Sheridan (jane?)	P&R
screen	Sheridan (jane?)	P&R
pc	joe m	Comm Dev
screen	joe m	Comm Dev
7 pcs	Records dept	PD
pc	Astra pc	PD
Network Attached Storage device	PD	PD
Network Attached Storage device	PW	PW
Laserfiche server	All, shared	all
pc	it	i.T.
pc (spare/parts)	all, shared	all, shared
pc	mik k	Admin/ub
screen	mike k	Admin/ub
pc	barb s	UB
screen	barb s	UB
pc	rose w	Admin
screen	rose w	Admin
7 screens	pd records	Pd

Memorandum

February 26, 2007

TO: Jeff Pederson, City Manager

FROM: Joseph E. Finley, P.E., Director of Public Works *JF*

RE: Wyatt Earp Right of Way Acquisition, Phase II

Attached for approval is a contract with Land Acquisitions, Inc. to perform professional service necessary to acquire the right-of-way and temporary easements necessary to construct the proposed improvements for Phase II of the Wyatt Earp Project

In addition to the contract is the outline of their scope of services and the proposed schedule of fees for the acquisition of the 31 parcels that are needed. Their proposed fee schedule is an estimate based on the time they believe will be necessary. As they can't determine the actual time and effort involved with each parcel, any additional time or expense will be billed on an hourly rate. In addition, their fees do not include any cost associated with eminent domain proceedings.

This agreement is similar in scope to what was approved for Phase I of the project. LAI did a very thorough job. Staff was very pleased with the work and outcome. Staff received very few if any negative comments from any of the property owners regarding the negotiations or settlement price. Staff would recommend approval of LAI's Contract as submitted.

Should you have any questions please let me know.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN DODGE CITY, KANSAS AND LAND ACQUISITIONS, INC.**

THIS CONTRACT, made this ____ day of _____, 200_____, by and between Dodge City, Kansas of the first part, hereinafter, called the "CITY" and LAND ACQUISITIONS, INC. a Delaware Corporation, party of the second part, hereinafter called the "LAI".

WITNESSETH: That

WHEREAS, the CITY has identified the need to acquire certain real estate in connection with a road reconstruction project to be constructed along Wyatt Earp Blvd, hereinafter called the "PROJECT"; and

WHEREAS, the CITY wishes to accomplish the acquisition of real estate for said PROJECT in conformance with all applicable State of Kansas and federal rules and regulations; and

WHEREAS, LAI has available and offers to provide the necessary professional services to accomplish the PROJECT work within the required time; and

WHEREAS, the CITY is authorized by law to employ LAIs to assist with the completion of such PROJECT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

- A. The LAI shall furnish professional services as set out in Scope of Services, which is attached hereto and incorporated herein by reference.
- B. In the event of delays in the performance by the LAI due to circumstances caused by CITY, the LAI'S schedule of performance shall be equitably adjusted to account for such delay.

II. IN ADDITION, THE LAI AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Scope of Services.
- B. To make available electronically during regular office hours at its Arlington Heights, Illinois office all records, documents and other written material as the CITY may wish to examine periodically during performance of this agreement.
- C. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of LAI, its agents, servants, employees, or subcontractors occurring in the performance of its service under this contract.
- D. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1974.
- E. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- F. To submit monthly billings to the CITY for the performance of services rendered, and associated fees, as set forth in Fee Summary.



Wyatt Earp Blvd – Dodge City Scope of Services

Land Acquisitions, Inc. (LAI) will provide a "turnkey" acquisition program which will include acquisition-related services as part of a Road Reconstruction project. It will be necessary to coordinate many separate and distinct tasks in order to achieve this objective. The following summary outlines these individual steps that must be accomplished by LAI on behalf the City.

Once authorization to proceed is received, LAI will utilize the following steps and perform the following functions to achieve success in the proposed project:

I. PROJECT MANAGEMENT CONFERENCE

- A. Prior to beginning work assignments, Land Acquisitions, Inc. (LAI) and the City will review the general requirements of each of the work elements such as appraisal approaches and negotiation procedures for the project.
- B. The organization and classifications of LAI personnel will be discussed, identifying primary contacts in each organization for the purpose of reporting progress, presenting inquiries, and the resolution of problems, which may surface during the acquisition process. The project work plan submitted herein will be discussed.
- C. Determination of the LAI project staff, (if different than those identified herein) to be assigned to the project, will be made. Appropriate individual resumes will be subsequently submitted to the City for review and approval.

II. OWNERSHIP IDENTIFICATION

- A. A preliminary list of all property owners' names and addresses affected by the project will be prepared by LAI from the tax rolls. This list will be utilized for making initial contacts with affected businesses and individuals.
- B. A comprehensive ownership and encumbrance reports will be prepared by LAI from available County records. The title searches will extend over a minimum period of thirty years from the date of the search. The reports will indicate the current property owner and their address as shown on the tax roll listing, all easements of record, deeds of record conveying rights of way and all liens of record. Copies of the last deed of record, all easements of record, rights of way of record and liens of record will be attached to the reports. Copies of all such reports will be provided to the City



Wyatt Earp Blvd – Dodge City Scope of Services

III. PUBLIC INFORMATION

- A. A letter describing the project and introducing LAI as the Agent for the City will be prepared by LAI, subject to City approval, and will be mailed by LAI to all affected property owners. This correspondence, prepared on behalf of the City, will clearly identify the LAI personnel whom the landowners can contact with questions related to the project and also for information concerning negotiations that will be conducted relative to the acquisition of portions of their respective properties.
- B. Public meetings will be held in locations convenient to the landowners, as directed by the City and project needs. Additional meetings may be conducted to keep landowners informed of work progress and for the dissemination of general project information.

IV. APPRAISALS OF THE PROPERTIES BEING ACQUIRED.

- A. Appraisal reports, when required, will be prepared independently of any other appraiser employed under a similar contract.
- B. The Appraiser will not furnish a copy of any appraisal or the findings or results contained therein to any other person or agency unless authorized by the CITY.
- C. Appraisal reports will be fully documented as required by Federal, State and Local statutes and shall conform to the Standards for Appraisals as required by the Federal Highway Administration and the Kansas Department of Transportation.

V. APPRAISAL REVIEWS

- A. At LAI's expense, a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements.
- B. When necessary, the reviewing appraiser shall obtain necessary corrections or revisions to the subject appraisals.
- C. The reviewing appraiser shall make a recommendation of a single conclusion of value.



Wyatt Earp Blvd – Dodge City Scope of Services

VI. NEGOTIATIONS TO SECURE THE REQUIRED REAL ESTATE

- A. Negotiation procedures will conform to Public Laws 91-646 and 49 CFR, Part 24 and all applicable State statutes.
- B. The LAI Negotiator will provide respective landowners with factual information concerning the project at the preliminary acquisition interview. During subsequent negotiations, the owner will be supplied the project-related data necessary to fit into the knowledge he has previously acquired to assist in making an effective, positive decision concerning the project and the requested taking.
- C. Following City approval the Negotiator will provide the landowner a written offering price letter. When presented, the offer of compensation is stated in a brief and straight-forward manner.
- D. Upon landowner acceptance of the offering price, releases, waivers of appraisal, deeds and any other pertinent conveyance documents are executed for each parcel. Once executed, the documents are transmitted to the CITY for review and approval. Payment for the acquisition will generally be made within 25 days of the date of deed delivery.
- E. In the event of a negative reaction to the offer, the Agent will document the specific landowner objections and assure the landowner that more detailed information will be made available. Settlements for amounts greater than the approved offering price may be recommended to CITY at this stage of the negotiation process and shall be subject to City's prior approval.
- F. LAI will procure the necessary releases, conveyances, etc. to secure the estate sought by the CITY.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN DODGE CITY, KANSAS AND LAND ACQUISITIONS, INC.**

- G. To complete the services to be performed by LAI hereunder in accordance with the schedule set forth in SCOPE OF SERVICES AND FEE SUMMARY, which is attached hereto and incorporated herein by reference. LAI shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the LAI.
- H. LAI covenants and represents to be responsible for the professional and technical accuracies of the work or material furnished by the LAI under the agreement. LAI further agrees, covenants and represents that all work or material furnished by LAI, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from errors, omissions or negligence.
- I. LAI shall procure and maintain a Workman's Compensation and Employer's Liability Policy. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation - Statutory
Employer's Liability - \$100,000.00 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the LAI that shall be written in a comprehensive form and shall protect LAI and the City against all claims arising from injuries to persons (other than LAI'S employees) or damage to property to the CITY or others arising out of any negligent act or omission of LAI, its agents, officers, employees or subcontractors in the performance or LAI services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time LAI starts any work under this agreement if requested by the CITY.

III. THE CITY AGREES

- A. To furnish all available information and data pertaining to the PROJECT now in the CITY's possession and LAI may rely on such information and data as accurate without having to take steps to verify the same.
- B. To pay the LAI for its services in accordance with the requirements of this agreement within thirty days of receipt of the monthly invoices for LAI's services.

IV. PAYMENT PROVISIONS

- A. Payment to the LAI for the performance of its services shall be based on the actual units of work performed and on the schedule of fees set out in Fee Summary. LAI shall invoice once-monthly for services completed. CITY shall pay LAI's invoices within 30 days of receipt thereof.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN DODGE CITY, KANSAS AND LAND ACQUISITIONS, INC.**

- B. If additional work should be necessary, by virtue of a major change in the scope of the proposed PROJECT, the LAI will be given written notice by the CITY along with a request for an estimate of fees for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the LAI's inability to proceed with the work, or because the services of the LAI are unsatisfactory; PROVIDED, however, that in any case the LAI shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement.
- B. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY provided, however, that the LAI shall request extensions in writing giving the reasons therefor.
- C. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement, upon City Prior review and approval, shall be binding upon the parties hereto and their successors and assigns.
- D. Neither the CITY's review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the LAI under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- E. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damage pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and LAI have executed this agreement as of the date first above written.

DODGE CITY, KANSAS

BY: _____ Date _____

LAND ACQUISITIONS, INC.

BY:  Date 02/28/2007
President



Highway 50 – Dodge City Fee Summary

TASK	ITEM	QUANTITY	UNITS	RATE	TOTAL
Appraisals	Before / After	5	Each	2,700.00	\$13,500.00
Appraisals	Nominal Value	26	Each	550.00	\$14,300.00
Appraisal Reviews	Parcel	5	Each	750.00	\$3,750.00
Negotiations	Parcel	31	Each	1650.00	\$51,150.00
Relocation Assistance	Residential	0	Each	2200.00	\$ 0.00
Relocation Assistance	Business	0	Each	3000.00	\$ 0.00
Title Reports	Parcels	31	Each	350.00	\$10,850.00
TOTAL					\$93,550.00

1. This estimate is based upon the assumption of thirty-one parcels to be acquired. The actual contract amount will be based upon the actual number of parcels to be acquired multiplied by the unit rates shown above.
2. Fees stated herein do not include condemnation services nor expert witness services. If such services are required, they shall be billed at the rate of \$150.00 per hour and shall constitute extra work above and beyond the scope of this CONTRACT.
3. Fees for title insurance policies, recording fees and mortgage release fees shall be billed at cost. These amounts are not included in nor subject to the Contract Maximum set forth above.
4. Fees for negotiation services shall be billed at LAI customary hourly rates. All expenses shall be billed at actual cost. The total aggregate billings shall not exceed the unit rates set forth above.
5. All prices stated herein assume authorization to proceed being issued no later than 03/31/2007. Should the actual date the authorization to proceed is issued after 03/31/07, we reserve the right to renegotiate the stated fees.
6. All work associated with condemnation proceedings shall constitute extra work to be billed at an hourly rate not to exceed \$150.00 per hour.

Memorandum

COPY

To: Jeff Pedersen, City Manager
CC: Joe Norton, Phil Lacey/Gilmore & Bell and
Nannette Pogue, City Clerk
From: Ken W. Strobel, City Attorney *KWS*
Date: February 22, 2007
Subject: David's, Inc. (Parmars) IRB-Tax Abatement

Jeff:

Enclosed is a copy of a PILOT Agreement which David's Inc. has approved. This Agreement is the result of our negotiations with the attorney for Parmars (d/b/a David's Inc.) regarding the tax abatement requested by Parmars as part of their IRB financing.

Please note the PILOT Agreement, which would be incorporated as part of the final ordinance authorizing issuance of the Industrial Revenue Bonds, includes the abatement schedule consistent with the prior City Commission's motion, but provides for a payment of an "origination fee" to the City in the amount \$150,000, payable at the rate of \$15,000 per year over a ten year period. The first annual payment would not be due until March 1 of the calendar year following the year during which the bonds are actually issued.

Also, please note that the signed original of this Agreement must be returned to Parmars by March 7, 2007, if the commission has not taken official action to approve the Agreement by that time.

I am not going to take the time to respond to the observations set out in the attorney's letter accompanying the Agreement regarding the City's handling of this matter, suffice to say there are always two sides to every issue. I do, however, concur with his observation, and apparently that of the Parmars as evidenced by their approval of the enclosed Agreement, that this matter needs to be resolved as soon as possible so that the City and the Parmars know where they stand.

I would, therefore, suggest that the PILOT Agreement be presented to the Commission for official approval at the earliest opportunity with a staff recommendation for approval.

In the meantime, if you or the commissioners have any questions, please feel free to contact me.

KWS/skp



TRIPLETT, WOOLF & GARRETSON, LLC

LAW FIRM

Thomas C. Triplett
John P. Woolf
Thomas P. Garretson
James A. Walker
Timothy E. McKee
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Jeffrey W. Brown *
Tyler E. Heffron
Paula D. Langworthy
Tania D. Groover
Mary F. Carson, *Of Counsel*

February 19, 2007

WILLIAMS LAW FIRM
Attn: Ken Strobel
P. O. Box 39
Dodge City, Kansas 67801

*RE: David Inc v. City of Dodge City, Kansas
Our File No. 12748-01*

Dear Ken:

Thank you for your letter dated January 25, 2007 containing proposed amendments to the form of Payment in Lieu of Tax ("PILOT") Agreement in the above-referenced matter and for the final form of execution copy received on February 9, 2007.

Per your request, I have enclosed a copy of the agreement executed by David Inc. and hereby deliver the same in your trust for approval and execution by appropriate City Officials. I request that a copy of the enclosed agreement, duly executed by the City, be returned to me on or before March 7, 2007. In the event approval cannot be secured by that time, I request the original be returned, so as to allow the Parmars to consider other potential remedies.

As we discussed, the Parmars reluctantly agreed that an immediate and final settlement of this matter is in each party's best interest, but I would be remiss if I did not advise you of my clients' overwhelming dissatisfaction with how this matter has been handled by the City of Dodge City.

The facts are clear that the City Commission first approved abatement for the Parmars' hotel, then later reconsidered and again approved abatement, and now desire to reconsider again to obtain an additional \$150,000 over ten years, as a condition to honoring their previous approvals. As a matter of fact and equity, David Inc. and the Parmars have undoubtedly relied to their detriment on all of the City's previous approvals, stated intents and encouragements.

WILLIAMS LAW FIRM

Attn: Ken Strobel

February 19, 2007

Page 2

As I address economic development groups throughout the State, I've heard people say "A deal's a deal everywhere; except in Dodge City." While I do not know the origin of this adage, it certainly comes to mind in this particular circumstance.

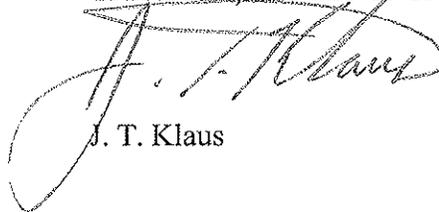
I trust the Commission will see the value in finalizing the amount the Parmars will pay in lieu of tax, without the matter resulting in any litigation. It is truly unfortunate, given the Parmars' past generosity to the community, that this matter has created all the animosity that has resulted from the City's mishandling of this matter.

Lastly, the Parmars' approval is conditioned upon a fair and impartial access to any and all hospitality training programs financed by their \$150,000 contribution. They look forward to encouraging their employee's participation in the programs which they have financed. We certainly anticipate notice on each and every program to be financed by their contribution, so their employees may participate to the greatest degree possible.

I look forward to your timely response.

Very truly yours,

TRIPLETT, WOOLF & GARRETSON, LLC

A handwritten signature in cursive script, appearing to read "J. T. Klaus", is written over the typed name. The signature is fluid and somewhat stylized, with a large loop at the end.

J. T. Klaus

JTK:pjg

Enclosure

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), entered into as of January ___, 2007, between the City of Dodge City, Kansas (the "City") and David, Inc. (the "Tenant") collectively referred to herein as "the Parties:"

RECITALS:

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), the City is authorized to issue revenue bonds for the purpose of purchasing, acquiring, constructing, furnishing and equipping certain commercial facilities; and

WHEREAS, pursuant to Resolution No. 2005-27 (the "Inducement Resolution") of the City, adopted on October 27, 2005, the City has indicated its intent to issue industrial revenue bonds in an aggregate principal amount of not to exceed \$6,500,000 (herein the "Bonds") pursuant to the Act to pay the costs of purchasing, acquiring, constructing, furnishing and equipping a hotel facility to be located within the corporate limits of the City (the "Project"), to be owned by the City and leased to the Tenant; and

WHEREAS, prior to the adoption of the Inducement Resolution, the City caused a notice of its consideration of the issuance of the Bonds and accompanying ad valorem property tax abatement on the Project to be published in the official City newspaper at least seven days prior to the date of adoption of the Inducement Resolution and further notified Ford County, Kansas and Unified School District No. 443 of its consideration thereof; and

WHEREAS, the City caused a cost benefit analysis to be prepared in connection with its consideration of ad valorem property tax abatement on the Project, which cost benefit analysis included an analysis of the effect on state revenues; and

WHEREAS, the City, as is its practice, convened a committee representing the governmental taxing units which would be impacted by any such tax abatement (the "Review Committee") which committee after careful review made a recommendation to the City as to an appropriate ad valorem property tax abatement, and

WHEREAS, the City has conducted a public hearing on October 27, 2005, on the issue of both the issuance and delivery of the Bonds, as well as the accompanying ad valorem property tax exemption prior to the adoption of the Inducement Resolution, and all persons present were afforded the opportunity to be heard on such matters; and

WHEREAS, the City Commission on November 1, 2005, passed a motion adopting an ad valorem tax abatement proposal more favorable to the Tenant than the recommendation made by the Review Committee (the "Motion"), and

WHEREAS, at the time of the adoption by the City of the Inducement Resolution and passage of the Motion a payment in lieu of taxes ("PILOT") agreement establishing the amount of the ad valorem tax abatement had not been agreed to by and between the Parties as anticipated in said Resolution and no such PILOT agreement is presently in existence as of this date, and

WHEREAS, the Tenant has incurred and will continue to incur substantial costs in connection with the construction of the Project in reliance on the issuance of the Bonds and the

accompanying property tax abatement as set forth in the Motion as adopted by the City, but which was never incorporated in a PILOT agreement; and

WHEREAS, the Tenant and the City desire to resolve the amount of and the procedures for an ad valorem tax abatement in the form of a PILOT Agreement, prior to the adoption of the ordinance by the City for the issuance of bonds for the benefit of the Tenant and establishing the accompanying ad valorem property tax abatement, and

WHEREAS, the Tenant has requested assurance from the City that it will in good faith honor its intent to issue the bonds for the benefit of the Tenant, and specifically an agreement between the parties relating to the property tax abatement for the Project; and

WHEREAS, both the City and the Tenant acknowledge and agree that it would be to their mutual benefit, as well as owners of other lodging facilities throughout the City, to make available to their present and future employees a program for the recruiting and training of individuals involved in the delivery of hospitality and tourism services in the Dodge City area, and

WHEREAS, other local taxing entities impacted by the granting of a tax abatement to the Tenant would benefit from the enhancement of economic development resulting from such a program, and

WHEREAS, the parties have now reached a mutually acceptable agreement to which both parties will in good faith comply and which shall be incorporated in the Ordinance for issuance of the bonds and the ad valorem property tax abatement for the benefit of the Tenant.

NOW THEREFORE, WITNESSETH:

1. **Consideration; Approval.** In consideration of the agreement of the City to issue the Bonds to finance the Project and its approval of the *ad valorem* property tax exemption on the Project as provided herein, which issuance and exemption has been and are hereby approved (subject to the negotiation of reasonable and ordinary terms and provisions for the Bonds and accompanying authorizing documents) the Tenant agrees to make payments in lieu of *ad valorem* property taxes and other obligations in the amounts specified herein, in the manner provided for herein.

2. **Tax Exemption; Payment in Lieu of Taxes.** The City shall take such action or actions as are necessary and consistent with its intent that the property acquired with the proceeds of the Bonds be 100% exempted from *ad valorem* property taxation for a ten-year period commencing the calendar year after the year in which the Bonds are issued in accordance with Kansas law. In lieu of general *ad valorem* property taxes on the Project for the 10 calendar years commencing the calendar year after the year in which the Bonds are issued, other than special assessments levied on account of special benefits, the Tenant shall pay by separate checks to the Treasurer of Ford County, Kansas, or other appropriate office as directed by the City, on or before December 20 in each of the years following the issuance of the Bonds, with the privilege of half payment as provided by law for general *ad valorem* taxes, a payment in lieu of taxes, the total amount of which is specified in this paragraph 2 below, to be distributed as and for a part of the general *ad valorem* tax collections for all taxing subdivisions in which the

Project is located as provided in K.S.A. 12-1742. The total amount of such payments in lieu of taxes shall be determined as follows:

Calendar Year Following Bond Issuance	Payment in Lieu of Taxes*
Year One	-0-
Year Two	-0-
Year Three	-0-
Year Four	-0-
Year Five	-0-
Year Six	50%
Year Seven	50%
Year Eight	50%
Year Nine	50%
Year Ten	50%

*Expressed as a percentage of *ad valorem* tax otherwise payable in respect of the Project in any given year.

3. **Reduction of Payment for Actual Taxes Paid.** The annual amount to be paid pursuant to Paragraph 2 above shall be reduced (but not below zero) by any actual *ad valorem* tax payments paid in respect of the real property constituting a part of the Project by or on behalf of the Tenant for any given year (other than special assessments).

4. **Special Assessments.** Any special assessments levied against the real property portion of the Project, if any, shall not abate and shall continue to be the obligation of the Tenant, payable in the manner provided by law.

5. In addition to the Payment in Lieu of Taxes as provided in paragraph 2 above, and as part of this Agreement, the Tenant shall pay to the City an origination fee in the amount of \$150,000 the payment of which shall be made in equal annual installments in the amount of

\$15,000 annually commencing March 1, of the calendar year after the year in which the bonds are issued and continuing on each March 1 thereafter for a period of ten (10) calendar years. The origination fee will be utilized by the City to enhance economic development activities of the area through the cooperative effort of the City's convention and tourism bureau and Dodge City Community College for the general purpose of the recruiting and training of employees or potential employees in hospitality management, operations, and services for the hospitality and tourism businesses in Dodge City and the surrounding area through programs, courses, instructional classes and activities conducted and provided by virtue of an interlocal cooperation agreement between Dodge City Community College and the City.

6. **Failure to Make Payment in Lieu of Taxes.** Should the Tenant fail to make the payments required by paragraph 2 above, penalties and/or interest will be assessed against the Tenant by the Ford County Treasurer in accordance with applicable state laws relating to late tax payments. If the Tenant fails to make a payment required by this Agreement and such failure shall continue for one year, this Agreement shall be deemed terminated effective as of December 20 in the year such payment was originally due, and Tenant agrees that from and after such termination date, it shall pay in full the regular amount of *ad valorem* real estate and personal property taxes on the property constituting the Project.

7. **Failure to Make Origination Fee Installments.** Should the Tenant fail to make the payments required by paragraph 5 above of this Agreement when due, City may upon 30 days written notice declare this Agreement to be in default and upon such declaration the total

balance of the origination fee remaining unpaid shall immediately become due and owing and subject to any and all collection remedies available to the City. The provision of this paragraph 7 shall be in addition to and not in lieu of the provisions of paragraph 6 above.

8. **Approval of Exemption.** This Agreement is conditioned on the issuance by the Board of Tax Appeals of the State of Kansas of an order exempting the bond-financed portion of the Project from *ad valorem* taxation in accordance with Kansas law, including particularly K.S.A. 79-201a *Second*.

9. **Counterparts.** This Agreement may be executed simultaneously and several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

10. **Transferability.** The benefits of this Agreement may be transferred to any assignee of the Lease of the Project made in accordance with the provisions of the Lease between the City and the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by a duly authorized official, such signature to be attested by a duly authorized officer and its official seal to be applied, and the Tenant has caused this Agreement to be signed on its behalf by a duly authorized officer, such signature attested by a duly authorized officer, and its corporate seal (if any) to be applied, as of the day and year first above written.

CITY OF DODGE CITY, KANSAS

[seal]

By _____
V. James Sherer, Mayor

ATTEST:

By _____
Nannette Pogue, City Clerk

“CITY”

DAVID, INC.

By  _____
Wilson S. Parmar, President

“TENANT”

ATTEST:

By K. L. Patel
Secretary