

**CITY COMMISSION AGENDA
SPECIAL MEETING**

City Commission Chambers
Monday, March 3, 2008 5:30 p.m.
MEETING #4701

CALL TO ORDER

ROLL CALL

BUSINESS

1. Review and Action on Butler National Memorandum of Understanding
Re: Butler National Casino/Event Center Proposal
2. Review and Action on Global Entertainment Consulting Agreement
Re: Special Event Center
3. Review and Action on Joint Communication Board Agreement Amendments
4. Review and Action on Dodge City Resort & Gaming Casino Endorsement Resolution

ADJOURNMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on this ___ day of _____, 2008, by and among Butler National Service Corporation (“Butler National”) and the City of Dodge City, Kansas and Ford County, Kansas, acting pursuant to an Interlocal Agreement dated _____ (“Dodge City/Ford County”) with reference to the following agreed facts and statements:

WHEREAS,

A. Butler National has purchased approximately 400 acres of real estate and improvements in Dodge City, Kansas (the “Land”, including its legal description is attached in Exhibits A-C of this MOU). Dodge City annexed the Land within the city limits of Dodge City pursuant to state and local law on September 21, 2007.

B. Dodge City/Ford County desires to build and develop a Special Events Center which would include a multipurpose arena and convention center to be situated on approximately 33 acres of the Land and financed through use of sales tax revenues. Dodge City/Ford County anticipates a first class Special Events Center with a total investment anticipated to exceed \$30,000,000, exclusive of infrastructure improvements. The approximate location is described on Exhibit D.

C. Butler National has proposed construction of a Casino, Hotel and related ancillary development on the Land pursuant to Kansas Senate Bill 66 (the “Casino”). This Casino is proposed to be a destination and tourist center as part of the “Boot Hill Gaming Experience”, with planned retail and business development associated with the Casino for the benefit of Dodge City, Ford County and Western Kansas. Butler National’s proposed investment in the Casino is expected to exceed \$60,000,000.00, and its proposed Casino site is reflected in Exhibit D. The parties state that Butler National’s sale of the portion of the Land for the Special Events Center as described above is in no way contingent upon Butler National receiving a contract to manage the Casino pursuant to Senate Bill 66.

D. If Butler National is awarded the contract as a Lottery Gaming Facility Manager, the parties desire to share certain costs related to infrastructure improvements (the “Shared Costs”).

NOW, THEREFORE, the parties hereto agree as follows:

1. The Land. Upon the receipt of resolutions from both the City of Dodge City and the County Commission of Ford County requesting the purchase of the approximately 33 acres, Butler National agrees to sell, and Dodge City/Ford County agrees to purchase, approximately 33 acres of the Land for development and construction of the Special Events Center for a sum equal to the pro-rata share of the actual amount Butler National paid for the Land, plus the costs incurred by Butler National for the purchase of the Land and improvements. A contract and other necessary documents to effectuate this sale shall be executed by the parties as soon as practicable following the execution

of this agreement. Butler National commits to plan the retail and/or commercial development of the remaining portion of the Land consistent with a destination Casino and the Special Events Center. If requested by Dodge City/Ford County, Butler National agrees to develop that portion of the Land for the Special Events Center to be “pad-ready” for construction of the Special Events Center. The parties agree that the cost to Dodge City/Ford County shall be the actual costs incurred by Butler National for the land (pro-rata share of the cost of the entire Land), for the “pad-ready” site preparation, and for the related roads, utilities and amenities required by Dodge City/Ford County and paid for by Butler National. Costs anticipated to be incurred by Butler National to prepare the site for construction shall be included in the sales price of the part of the Land to Dodge City/Ford County for the Special Events Center. Reconciliation of costs shall occur after actual costs have been determined.

2. Shared Costs. In the event Butler National is awarded a Lottery Gaming Facility Manager contract, the parties agree that Butler National shall be responsible for the Shared Costs necessary for the Casino, Hotel and related improvements to its development. In the event Butler National is unsuccessful in obtaining a Lottery Gaming Facility Manager Contract, the parties shall negotiate Butler National’s share of any infrastructure costs or improvements related to development of the Land by Butler National, if any occurs.

3. Destination Development and Marketing Plan. If Butler National is awarded a Gaming Facility Manager Contract, it agrees to use its good faith efforts to market and develop its destination Casino in the best interests of Ford County, Dodge City and Western Kansas. Butler National plans in addition to any required revenue sharing pursuant to Senate Bill 66, to contribute not less than one percent (1.0%) of its total “win” (net gaming revenue after prizes paid) generated by the Casino to a development foundation dedicated to attracting non-resident visitors to the destination Casino and the features of Southwest Kansas, frequently known as Wild West Country. The parties recognize this provision is subject to negotiations between the Lottery Commission and Butler National.

4. Land Development. The Mariah Center Development is currently planned as part of the Casino Destination Development described above in paragraph 3, for over one million square feet of retail, restaurant, entertainment and commercial office development including multiple pad sites for additional, retail shops, banks and entertainment. If developed as planned, Butler National will establish and enforce certain quality and design standards to help tenants develop their projects to be compatible with the overall design concept of the center. By encouraging Tenants to create innovative and dramatic storefronts consistent with the overall destination development, including shop interiors and graphics utilizing sensitive lighting, color and strategic choice of building materials, the plan is to make Mariah Center an exciting and unique shopping and entertainment environment that attracts customers and results in increased sales.

5. Further Assurances. Each party hereto acknowledges and agrees to cooperate in the construction of a destination and themed tourist gaming facility, and to work together in good faith to achieve the objectives outlined herein. Each signatory hereto, warrants and acknowledges that they

have the legal authority to bind the parties hereto to this MOU, and the MOU shall inure to all successors, heirs and assigns.

AGREED AND EXECUTED effective on the date first written above, by:

City of Dodge City

Butler National Service Corporation

By: _____
Signature

By: _____
Signature

Its: _____

Its: _____
Clark Stewart, President

Board of County Commissioners of Ford County

By: _____
Signature

Its: _____

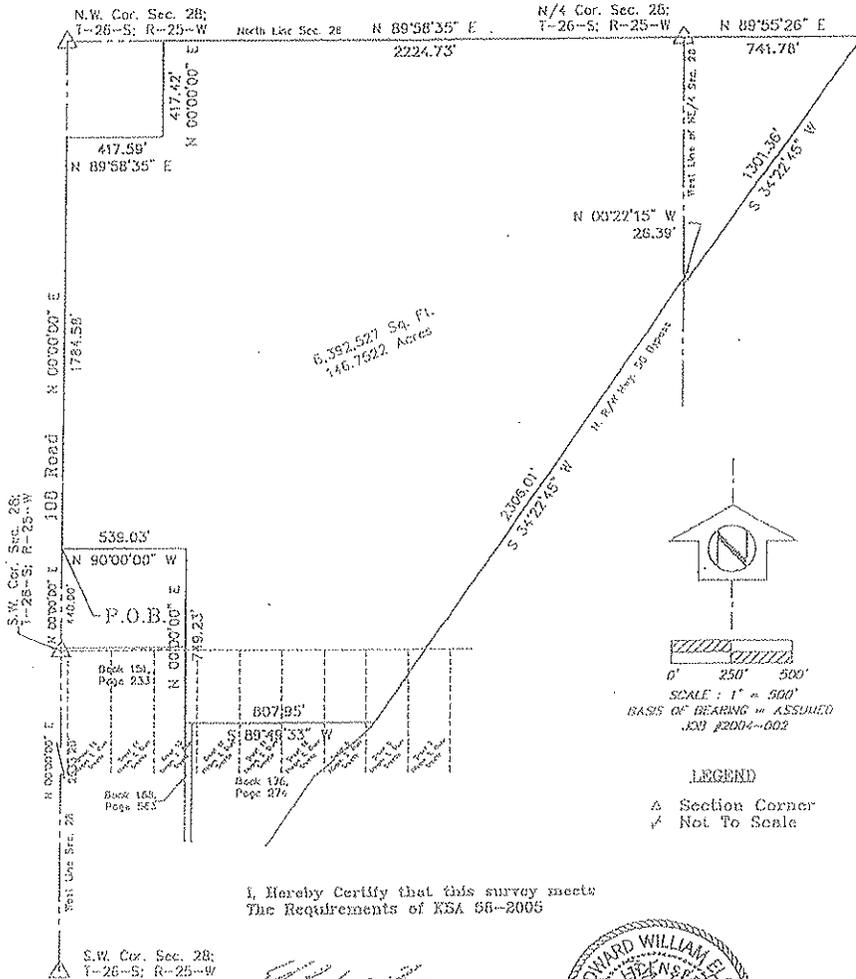
EXHIBIT A
Legal Description
"Parcel A"

A tract of land in the West One-Half (W/2) and the Northwest corner of the Northeast Quarter (NE/4) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6th P.M. in Ford County, Kansas, being more fully described by Metes and Bounds as follows: Commencing at the Southwest corner of Section Twenty-eight (28), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6th P.M., in Ford County, Kansas; thence on an assumed bearing of North 00°00'00" East, along the West Line of said Section Twenty-eight (28), a distance of 2,633.20 feet to the West Quarter corner of said Section Twenty-eight (28); thence continuing on a bearing of North 00°00'00" East along the West Line of Section Twenty-eight (28), a distance of 440.00 feet to the TRUE POINT OF BEGINNING; thence continuing on a bearing of North 00°00'00" East, along the West Line of said Section Twenty-eight (28), a distance of 1,784.58 feet; thence on a bearing of North 89°58'35" East, parallel to the North Line of said Section Twenty-eight (28), a distance of 417.59 feet; thence on a bearing of North 00°00'00" East, parallel to the West Line of said Section Twenty-eight (28), 417.42 feet to a point on the North Line of said Section Twenty-eight (28); thence on a bearing of North 89°58'35" East, along the North Line of the Northwest Quarter (NW/4) of said Section Twenty-eight (28), a distance of 2,224.73 feet, more or less, to the North Quarter Corner of said Section Twenty-eight (28); thence on a bearing of North 89°55'26" East, along the North Line of the Northeast Quarter (NE/4) of said Section Twenty-eight (28), a distance of 741.78 feet to a point on the Northwesterly right of way line of U.S. Highway 50 By-pass; thence on a bearing of South 34°22'45" West, along the Northwesterly right of way line of U.S. Highway 50 By-pass, a distance of 1,301.36 feet, more or less, to the West Line of the Northeast Quarter (NE/4) of said Section Twenty-eight (28); thence on a bearing of North 00°22'15" West, along said highway right of way line on the East Line of said Northeast Quarter (NE/4) of said Section Twenty-eight (28), 26.39 feet; thence on a bearing of South 34°22'45" West, along the Northwesterly right of way line of said U.S. Highway 50 By-pass a distance of 2,306.01 feet, more or less, to the Northeast corner of a Tract recorded in the Ford County Register of Deeds, Book 176, page 274; thence on a bearing of South 89°49'33" West, along the North line of two tracts described in the Ford County Register of Deeds Book, 176, page 274 and Book 188, page 563, a distance of 807.95 feet to a point on the East line of a tract described in the Ford County Register of Deeds, Book 151, page 233; thence on a bearing of North 00°00'00" East, along the East line of and the projection thereof, of a tract described in the Ford County Register of Deeds, Book 151, page 233, a distance of 749.23 feet; thence on a bearing of North 90°00'00" West, a distance of 539.03 feet to the POINT OF BEGINNING. Containing 6,392,527 square feet or 146.7522 acres, more or less, and being subject to easements and rights of way of record. The above described tract also contains parts of Tracts 7 through 13 of Hiram T. Burr Tracts, a platted Addition in Ford County, Kansas, recorded at the Ford County Register of Deeds Office in Plat Book A, Page 5 1/2.

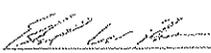
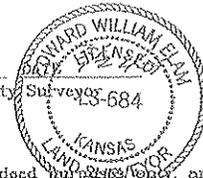
EXHIBIT A "Parcel A" Map

338

Exhibit for Legal Description
For Deed Purposes of a Tract Located in the
W/2 and the NW Cor. of the NE/4 of
Section 28, T-26-S; R-25-W of The 6th. P.M.
Ford County, Kansas
Page 2 of 2



I, Hereby Certify that this survey meets
The Requirements of KSA 66-2005


 Edward W. Elam R.L.S. 684; County Surveyor 684
 

This exhibit drawing was prepared for legal description for deed purposes only, and does not constitute a boundary survey. As such, it is subject to any inaccuracies that a subsequent boundary survey may disclose. No property corners were set, and the information shown hereon should not be used to establish any fence, structure or other improvements. No warranty is extended to the present or future owners or occupants.

EXHIBIT B
Legal Description
"Parcel B"

The Southwest Quarter (SW/4), and all of the Southeast Quarter (SE/4) lying North and West of right-of-way of U. S. Highway 50 By Pass in Section Twenty-one (21), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6th P.M., EXCEPT a tract described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 21; thence North $89^{\circ}39'54''$ West along the North line of the Southeast Quarter of said Section 21 for 222.21 feet to the point of beginning, said point of beginning being on the Northwesterly right-of-way line of U.S. Highway 50 By Pass; thence South $34^{\circ}50'32''$ West along said right-of-way line for 402.92 feet; thence South $26^{\circ}58'43''$ East along said right-of-way line for 158.80 feet; thence South $34^{\circ}50'32''$ West along said right-of-way line for 217.00 feet; thence North $55^{\circ}09'28''$ West for 1009.61 feet; thence North $0^{\circ}20'06''$ East for 80.0 feet to a point on the North line of the Southeast Quarter of said Section 21; thence South $89^{\circ}39'54''$ East along the North line of the Southeast Quarter of said Section 21 for 1110.29 feet to the point of beginning; and further EXCEPTING a tract described by metes and bounds as follows: Commencing at the northeast corner of the Southeast Quarter of Section 21, Township 26 South, Range 25 West of the 6th P.M., Ford County, Kansas; thence North $89^{\circ}39'54''$ West along the north line of the Southeast Quarter of said Section 21 for a distance of 1460.18 feet to a point of beginning; thence South $24^{\circ}12'58''$ West for a distance of 320.00 feet; thence South $52^{\circ}09'42''$ West for a distance of 85.00 feet; thence South $86^{\circ}53'26''$ West for a distance of 165.00 feet; thence South $63^{\circ}33'08''$ West for a distance of 210.00 feet; thence South $80^{\circ}45'53''$ West for a distance of 200.00 feet; thence North $73^{\circ}25'46''$ West for a distance of 100.00 feet; thence North $31^{\circ}22'13''$ West for a distance of 110.00 feet; thence North $12^{\circ}12'36''$ West for a distance of 370.23 feet to a point on the north line of the Southwest Quarter of said Section 21 that is 200.00 feet east of the center of said Section 21, said center being the southwest corner of Mariah West Addition, a platted subdivision of the Northeast Quarter of said Section 21, thence South $89^{\circ}39'54''$ East along the north line of the Southeast Quarter of said Section 21 for a distance of 980.00 feet to the point of beginning, containing 8.00 acres, more or less. (The land conveyed herewith contains 239.4 acres, more or less.)

AND

A tract of land located in the Southeast Quarter of Section 21, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 21; thence on an assumed bearing of North 89 degrees 39 minutes 54 seconds West along the north line of the Southeast Quarter of said Section 21 for a distance of 22.21 feet to the Northwesterly right of way line of U.S. Highway 50 by-pass; thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 402.92 feet to the TRUE POINT OF BEGINNING; thence South 26 degrees 58 minutes 43 seconds East along said right of way line for a distance of 158.82 feet (158.80 feet record); thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 217.00 feet; thence North 55 degrees 09 minutes 28 seconds West for a distance of 140.00 feet; thence North 34 degrees 50 minutes 32 seconds East for a distance of 292.00 feet to the point of beginning, containing 0.818 acres, more or less.

EXHIBIT C
Legal Description
"Parcel C"

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-one (21), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6th P.M., Ford County, Kansas, more fully described as follows: Commencing at the northeast corner of the Southeast Quarter of Section 21, Township 26 South, Range 25 West of the 6th P.M., Ford County, Kansas; thence North 89°39'54" West along the north line of the Southeast Quarter of said Section 21 for a distance of 1460.18 feet to the point of beginning; thence South 24°12'58" West for a distance of 320.00 feet; thence South 52°09'42" West for a distance of 85.00 feet; thence South 86°53'26" West for a distance of 165.00 feet; thence South 63°33'08" West for a distance of 210.00 feet; thence South 80°45'53" West for a distance of 200.00 feet; thence North 73°25'46" West for a distance of 100.00 feet; thence North 31°22'13" West for a distance of 110.00 feet; thence North 12°12'36" West for a distance of 370.23 feet to a point on the north line of the Southwest Quarter of said Section 21 that is 200.00 feet east of the center of said Section 21, said center being the southwest corner of Mariah West Addition, a platted subdivision of the Northeast Quarter of said Section 21, thence South 89°39'54" East along the north line of the Southeast Quarter of said Section 21 for a distance of 980.00 feet to the point of beginning, containing 8.00 acres, more or less;

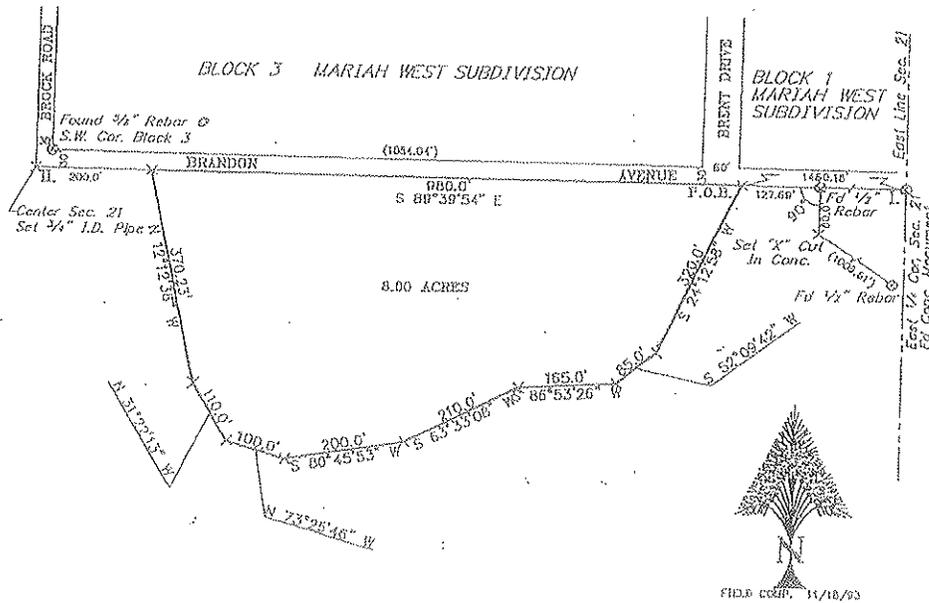
EXHIBIT C
"Parcel C" Map

PLAT OF SURVEY FOR WESTERN BEVERAGE, INC. FOR THE 24th day of Nov. A.D. 1993 at 4:50 o'clock P.M. and duly Recorded in Book 80 Page 827 For 16.00 Registrar of Deeds

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH P.M., FORD COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS:

Commencing at the northeast corner of the Southeast Quarter of Section 21, Township 26 South, Range 25 West of the Sixth P.M., Ford County, Kansas; thence North 89°39'54" West along the north line of the Southeast Quarter of said Section 21 for a distance of 1460.18 feet to the point of beginning; thence South 24°12'58" West for a distance of 320.00 feet; thence South 52°09'42" West for a distance of 85.00 feet; thence South 86°53'26" West for a distance of 165.00 feet; thence South 63°33'08" West for a distance of 210.00 feet; thence South 80°45'53" West for a distance of 200.00 feet; thence North 73°25'46" West for a distance of 100.00 feet; thence North 31°22'13" West for a distance of 110.00 feet; thence North 12°12'35" West for a distance of 370.23 feet to a point on the north line of the Southwest Quarter of said Section 21 that is 200.00 feet east of the center of said Section 21, said center being the southwest corner of Mariah West Addition, a platted subdivision of the Northeast Quarter of said Section 21, thence South 89°39'54" East along the north line of the Southeast Quarter of said Section 21 for a distance of 980.00 feet to the point of beginning, containing 8.00 acres, more or less.

Job #93-196
Nov. 22, 1993



REFERENCES

- | | |
|---|---|
| <p>I. East 1/4 Cor. Sec. 21, T26S, R25W</p> <ol style="list-style-type: none"> 1. Fd. 2"x8" Conc. Mon. @ Cor. 2. W. Edge conc. ditch liner 14.5' N.E. 3. Nail & Wshr. in conc ditch liner 24.01' N. 4. Spk. & Wshr. in P.P. 53.09' E. 5. Spk. & Wshr. in P.P. 133.63' N.-R.E. 6. "X" cut in top 4"x3" R.C.B. 99.75' E. 7. Fd. 6/8" Rebar, 1.6' deep, 1.8' N. of Mon. | <p>H. Center Sec. 21, T26S, R25W</p> <ol style="list-style-type: none"> 1. Fd. 5/8" Rebar by Winfrey destroyed 2. Set 3/4" I.D. Pipe @ Cor. 3. 30.0' South & 30.0' West of 5/8" Rebar by Winfrey @ S.W. Cor. Blk. 3, Mariah West Subdivision 4. 5/8" Rebar @ S.W. Cor. Blk. 3 42.18' N.E. 5. No permanent objects avail. for reference |
|---|---|

I hereby certify that the sketch hereon correctly represents a survey made under my supervision and, to the best of my knowledge, property boundary lines have been established, or re-established, in accordance with recorded plats, existing land monuments and/or evidence of obliterated monument locations and other information of public record.

- ⊙ Previous Survey Points Found and Used
- × Points Established in this Survey (3/4" I.D. Pipe)
- 60.0 Platted Distances
- 50.0 Measured Distances



AGREEMENT FOR PROJECT CONSULTING SERVICES

This Project Consulting Services Agreement ("Agreement") is made and entered into as of this _____ day of March 2008, by and between the City of Dodge City, Kansas, and Ford County, Kansas, acting under authority of and in accordance with the provisions of the Interlocal Agreement between the City of Dodge City and Ford County, Kansas, (the "City/County") and Global Properties I, Inc., on its own behalf and as authorized representative of Global Entertainment Corporation, and its subsidiaries ("Developer").

WHEREAS, City/County is undertaking the construction of a multi-purpose events center on real property owned or to be owned by City/County (hereinafter referred to individually as the "Project").

Whereas, the City of Dodge City, Kansas and Ford County, Kansas ("City/County"), and Global Properties I, Inc., on its own behalf and as authorized representative of Global Entertainment Corporation, and its subsidiaries entered into Development Agreement on May 10, 2007 for the design, construction, operation, equipping, maintenance, marketing, programming, ticketing and promotion for the Project.

Whereas, the Development Agreement intended that the parties would execute within a 45 day time period, a Project Management Agreement and Management Agreement for those services defined in the Development Agreement. However, during this 45 day time period, a Ford County referendum authorized Destination Gaming in Ford County. As a result, the City/County requested Developer to extend the 45 day period until the State Lottery Commission has entered into a contract for the operation of a Casino in Ford County, Kansas, so the City/County could examine and contemplate the integration of the Project with the "Destination Casino" at the same site location.

Whereas, the City/County requests that during this extension period the Developer provide advice and consultation on their behalf and their direction to compliment and integrate, where appropriate, the Project scope (e.g., site, site layout, design, exterior, amenities, operations) with the Destination Casino and its related amenities on the Destination Casino site, yet to be selected.

1. Development Agreement
 - 1.1 All aspects and intent of the Development Agreement signed on May 10, 2007 are still valid unless expressly otherwise stated within this Agreement.
2. Project Consulting Fees and Reimbursable Expenses
 - 2.1 Developer's consulting services and corresponding fees and reimbursable expenses will commence upon execution of this Agreement and shall automatically terminate on December 31, 2008 or upon the execution by the parties of the Project Management Agreement, whichever is sooner.
 - 2.2 Developer will receive a fee of \$50 / hour for work as requested by City/County on behalf of the Project.

- 2.3 Developer will receive a fee of \$50 / hour for travel on behalf of the Project. Travel hours will commence upon leaving the work office and end with arrival at the final destination and vice versa for the return trip. If the Developer is visiting clients in addition to City/County during the same trip, shared travel hours will be prorated between projects dependent upon time spent in each client location.
- 2.4 City/County will reimburse Developer for reasonable and customary travel expenses incurred on behalf of the Project. If the Project Manager is visiting clients in addition to City/County during the same trip, shared travel expenses will be prorated between projects dependent upon time spent in each client location.
- 2.5 The maximum cost for travel expenses in connection with the Project shall be limited per person per trip as follows: (a) airline fares - \$850 per ticket, (b) rental car - \$70 per day, (c) hotel - \$140 per night, and (d) meals - \$60 per day. Developer shall use reasonable efforts to minimize these expenses.
- 2.6 Developer is responsible for the cost of normal and customary office expenses, specifically, telephone, postage, printing and general overhead.
- 2.7 City/County will reimburse Project Manager for expenses incurred on behalf of the project that are not considered normal office expenses.
- 2.8 Developer will receive prior authorization from City/County for any single non travel item greater than \$500.00, such authorization not to be reasonably withheld.
- 2.9 Any services requested by City/County under this Agreement which would be provided by architects or engineers engaged by Developer will be provided under a separate fee and expense rate and subject to prior approval of the City/County. Any such architect or engineering fees and expenses paid by City/County will be applied to and credited against the City/County obligations for such services under the provisions of the Project Management Agreement and Development Agreement.
- 2.10 Developer will submit monthly statements for the fees and reimbursable expenses with payment due within 15 days upon presentation of such statement.
3. Limitation of Liability. In no event shall either party be liable hereunder for consequential, indirect, special or incidental damages of any kind, whether or not such party was aware of the possibility of such damages.
4. This Agreement shall automatically terminate on December 31, 2008 or upon the execution by the parties of the Project Management Agreement, whichever is sooner, and all consulting fees and expenses paid pursuant to this agreement shall be applied to and credited against the City/County obligations for fees and expenses to be paid to the Developer under the provisions of the Project Management Agreement.

5. Either party may terminate this Agreement by providing at least 10 day prior written notice to the other.

This Agreement shall become effective on the date of the City and County Commission approval and shall be binding on the parties hereto and their successors and or assigns. The first signature on this agreement will be valid for 30 days from the date of the signature. If this agreement is not fully executed within that 30 day period, the first signature will be void.

Global Properties I, Inc.

City of Dodge City, Kansas

By: Steve Bielewicz
Steve Bielewicz, President

By: _____
E. Kent Smoll, Mayor

Dated this 28 day, February, 2008

ATTEST:

Nannette Pogue

Ford County, Kansas

Kim Goodnight, Chairman

John Swayze, Commissioner

Terry Williams, Commissioner

Dated this _____ day, _____, 2008

ATTEST:

Vickie Wells, County Clerk

COPY

INTERLOCAL COOPERATION AGREEMENT
FOR COMMUNICATIONS BOARD AND DEPARTMENT

THIS AGREEMENT is made and entered by and between Ford County, Kansas ("County") and the City of Dodge City, Kansas ("City") effective this _____ day of _____, 20078.

RECITALS

WHEREAS, the County and City have previously entered into an agreement providing for the establishment of the Dodge City/Ford County Communications Board and Department (Ford County Resolution No. 1997-9 and City of Dodge City Ordinance No. 3202);

WHEREAS, the County and City Commissions have determined continuation of the Dodge City/Ford County Communications Board and Department is in the best interest of the public and the agencies it serves;

WHEREAS, the County and City Commissions have agreed to certain modifications to the 1997 agreement to clarify responsibilities, operations and procedures for the Dodge City/Ford County Communications Board and Department;

AND WHEREAS, the Kansas Interlocal Cooperation Act (K.S.A. 12-2901 *et seq.*) provides that local governmental units may enter into agreements for joint and cooperative actions pursuant to the provisions of the Act.

AGREEMENT

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

1. RECITALS. The recitals as set out above are hereby incorporated by this reference.

2. PURPOSE. The purpose of this agreement is to continue the consolidation of communication operations and services for the following agencies:

- a. Ford County Sheriff's Department,
- b. Ford County Fire and Emergency Medical Services Department,
- c. Ford County Public Works Department,
- d. Dodge City Police Department,
- e. Dodge City Fire Department, and
- f. Dodge City Superintendent of Public Works and Utility Departments.

3. DEFINITIONS. For the purpose of this agreement, the following definitions shall apply:

- a. "Board" shall mean the joint Dodge City/Ford County Communications Governing Board as described and provided for herein.
- b. "Department" shall mean the joint Dodge City/Ford County Communications Department as described and provided for herein.
- c. "Director" shall mean the Dodge City/Ford County Communications Department Head.

4. DEPARTMENT RESPONSIBILITIES. The Department will provide all emergency and appropriate non-emergency communications for County and City departments.

The Department will maintain the records required by the departments it serves and the records required by any federal, state, or local agency it is governed by. The Department shall also be responsible for maintaining the annual FCC licenses required by the departments it serves. The Department shall be operated in accordance with policies and procedures developed by the Director and approved by the Board. Emergency dispatches shall take priority over all other communications at all times. Commercial services may, with prior Board approval, be provided as a subsidiary function of the Department. The Department is presently located in the Ford County Government Center. Any change in location as recommended by the Board must have the prior approval of both the City and County Commissions.

Do Not make change

Comment [MSOffice1]: Add: "The parties acknowledge the location of the Department will be moved to the new Ford County Detention and Law Enforcement Center upon its completion."

5. DODGE CITY/FORD COUNTY COMMUNICATIONS BOARD. The following persons shall be members of the Board:

- a. Ford County Sheriff,
- b. Chief of the Dodge City Police Department,
- c. Chief of the Ford County Fire and Emergency Medical Services,
- d. Chief of the Dodge City Fire Department,
- e. Director of the Ford County Public Works Department, and
- f. Dodge City Superintendent of Public Works.

OK

Comment [MSOffice2]: Change to "Ford County Road and Bridge Superintendent"

The Board shall have an equal number of members from the County and the City. Board members will serve as long as they hold their respective office or position. Neither the City Manager nor the County Administration shall be a member of the Board. The Board shall elect from its membership a chairperson and a vice chairperson at its December meeting each year. The elected officers shall assume their positions at the following January meeting and shall serve

a term of one year. The chairperson shall annually alternate between a County and City representative.

6. MEETINGS. The Board shall convene at such time and place as shall be fixed by the chairperson. A special meeting may be called by the chairperson, Director, or by any three (3) members of the Board.

7. BOARD RESPONSIBILITIES. The Board shall be responsible for developing, reviewing and approving operational policies and procedures for the Department. The Board shall review and recommend appointment and removal of the Director and the Director shall hold the appointment until terminated by action of the City Manager and County Administrator after consideration of the recommendation of the Board. The Board shall develop, revise, and maintain a job description for the Director. The Board shall review and evaluate the job performance of the Director at least annually. With the assistance of the Director, the Board shall develop an annual budget by June 1st each year.

8. DIRECTOR. ~~The Board shall select and appoint a Director to serve at the pleasure of the City Manager and County Administrator. Board. The Director may be removed, disciplined, or terminated at anytime by majority vote of the Board agreement of the City Manager and County Administrator after consideration of the recommendations of the Board.~~ The Director shall serve in the capacity of a County Department Head and shall exercise day-to-day supervision over all employees within the Department based upon personal policies developed by the Director and approved by the Board. The Director shall be responsible for the hiring, discipline, and termination of all personnel working within the Department. The Director

ok

Comment [MSOffice3]: Change to: "The Board, in consultation with the Director shall develop, review and approve operational policies and procedures for the Department."

ok

Comment [MSOffice4]: Change to: "The Board shall make recommendations to the County Administrator and the City Manager concerning the appointment, discipline or termination of the Director. The final determination of such matters shall be made by the County Administrator and the City Manager."

ok

Comment [MSOffice5]: Change "to" to "shall."

ok

Comment [MSOffice6]: Delete as it is covered in previous paragraph

ok

Comment [MSOffice7]: Change to "personnel."

shall develop, review and maintain written operating procedures for the Department, subject to approval by the Board. The Director shall serve as staff to the Board and maintain minutes of all Board meetings.

ok

Comment [MSOffice8]: Change to read: "The Director shall serve as staff to the Board, attend all Board meetings and maintain minutes of all Board meetings."

9. BUDGET AND FINANCING. The annual budget shall be developed and submitted to both City and County Commissions by the Director and the Board chairperson. On or before the first day of July each year, the Board shall submit to the County Administrator and the City Manager a proposed budget for the next fiscal year. The final budget shall be subject to approval by both City and the County Commissions. Once approved by both Commissions, such approved budget shall be incorporated as part of the County's final budget and adopted and published by the Board of County Commissioners.

ok

Comment [MSOffice9]: Insert "be" after "shall."

The Department's budget as approved and adopted shall be funded fifty percent (50%) by the County and fifty percent (50%) by the City. The amount funded shall be based on actual expenditures of the Department. Included in actual expenditures will be an annual transfer to the Board Communications Equipment Reserve Fund (the "Fund"). At the close of each budget year any unexpended budget for capital equipment or fixed assets shall be transferred to the Fund. Any unexpended Fund balance shall carry over from year to year. In the event funds are received from sources other than the County or the City, except reimbursed expenditures or income as the result of operations, such funds shall be deposited in the Fund. In the event actual expenditures from the Fund exceed the total amount budgeted, both the County and City Commissioners must approve any such expenditures before any funds are disbursed.

The Ford County Treasurer shall be the custodian and disbursing agent for the Department. The City Manager shall direct the City's finance director to pay to the Ford County

Treasurer the City's portion of the Department's adopted budget. The City's payments and the County's allocation for the fiscal year shall be made quarterly, based upon the adopted budget. The City's payment and the County's allotment for the fourth quarter shall be based upon the balance of actual expenditures less previous payments, allowing for the balance of the Department's equipment line item to be transferred to the Communications Equipment Reserve Fund.

In the event of any major change which would materially alter the respective use by either the County or the City of communication services, the percentage of funds contributed by the Commissions may be renegotiated. Any changes in the percentage of funds contributed by the Commissions must have the prior approval of both Commissions.

10. **ACQUISITION OF PROPERTY.** All personal and real property acquired by the Department shall be titled to in the County but the ownership interest shall be fifty percent (50%) by the County and fifty percent (50%) by the City. In the event this agreement is terminated, all personal and real property purchased or otherwise acquired shall either be distributed in kind or sold with any consideration received to be distributed fifty percent (50%) to the County and fifty percent (50%) to the City.

11. **EMPLOYEES.** Notwithstanding the equal budget contributions of the City and County Commissions the Director and all employees of the Department shall be considered employees of the County and shall be subject to all County employment policies and procedures unless otherwise provided herein. Further, the Director and all employees of the Department

shall be entitled to the same benefits, holidays, vacation time and other leave as any other County employee.

12. **LAW ENFORCEMENT SUBCOMMITTEE.** The Ford County Sheriff and the Dodge City Police Department Chief shall serve as a subcommittee for purposes of compliance with the State of Kansas Management Control Agreement for Regional Dispatch Centers. Such subcommittee is necessary for the Department to qualify for access to KCJIS, NCIC, NLETS and ALERT. Such subcommittee shall have final authority and approval concerning issues related to compliance with requirements of the Regional Dispatch Centers Agreement.

13. **VOTING MATTERS.** In all Board voting matters which result in a tie vote, and in all matters requiring approval of both Commissions where agreement can not be reached, the matter will be referred to the City Manager and County Administrator who will be charged with making recommendations to resolve the matter.

14. **DURATION.** The duration of the agreement shall be perpetual. However, either the City or County Commissions may terminate this agreement upon giving written notice to the other at least twelve (12) months prior to the effective date of the termination.

15. **REVIEW AND MODIFICATION.** This agreement may be reviewed at the request of either Commission and may be amended only by the mutual consent and agreement of the Commissions, expressed in writing, dated and signed.

16. **PRIOR AGREEMENTS.** This agreement constitutes the entire understanding and agreement between the parties with respect to the Department and supersedes all prior amendments, negotiations and discussions concerning any matter contained herein.

17. **EFFECTIVE DATE.** This agreement shall take effect upon its approval by the City and County Commissions, the Attorney General of the State of Kansas, and recording of the agreement with the Ford County Register of Deeds office and in the office of the Secretary of State of the State of Kansas.


Comment [MSOffice10]: Change to "Kansas Secretary of State."

18. **BINDING EFFECT.** This agreement shall be binding upon and extend to the benefit of both City and County Commissions, and their respective successors and assigns.

19. **VENUE.** Should any dispute result in litigation concerning the validity or interpretation of this agreement, venue for such action shall be in the District Court of Ford County, Kansas.

20. **APPLICABLE LAW.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

21. **SEVERABILITY.** If any section, subsection or clause of this agreement shall be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this agreement, which shall remain in full force and effect.

22. APPROVAL AND AUTHORIZATION. Each Commission warrants and represents by its execution of this agreement that said agreement has been properly approved by the Commission and by its legal counsel, that the execution, delivery and performance of this agreement by such Commission has been authorized by resolution duly adopted by its Commission, and that this agreement constitutes a legal, valid and binding obligation of such Commission and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the City and County Commission have caused this agreement to be executed and made effective as set forth herein.

FORD COUNTY BOARD OF COMMISSIONERS

By: _____
T. Kim Goodnight, Chair

Approved by the Ford County Board of Commissioners this _____ day of _____, 2007.

Victoria Wells, Ford County Clerk

CITY OF DODGE CITY, KANSAS

By: _____
E. Kent Smoll, Mayor

Approved by the City of Dodge City, Kansas, this _____ day of _____,
20078.

Nanette Pogue, City Clerk

Approved by the Attorney General of the State of Kansas this _____ day of _____,
20078.

By: _____

COUNTY RESOLUTION _____

CITY RESOLUTION _____

**A JOINT RESOLUTION OF ENDORSEMENT FOR THE MANAGEMENT OF A
LOTTERYGAMING FACILITY IN DODGE CITY, FORD COUNTY, KANSAS BY
DODGE CITY RESORT AND GAMING COMPANY, LLC**

WHEREAS, the City of Dodge City (“City”) and the County of Ford County (“County”) have undertaken an aggressive economic development program described as the Why Not Dodge development project, the purpose and intent of which is to attract tourists, visitors, conventions and meetings to the City and the Ford County area involving the construction of various entertainment and recreational facilities including facilities and programs, the primary purpose of which would be to enhance, improve and foster the nationally recognized western heritage of the area, thereby broadening, diversifying and enhancing the economic base of the City and Ford County economy; and

WHEREAS, Senate Bill 66, the Kansas Expanded Lottery Act (the “Act”), was approved by the Kansas Legislature, signed by the Governor, and was published in the Kansas Register, Vol. 26, No. 16, Pg. 518 on April 19, 2007; and

WHEREAS, the Act provides for the development of one Lottery Gaming Facility in each of four Gaming Zones; and

WHEREAS, Dodge City is located in Ford County, which is designated in the Act as the Southwest Kansas Gaming Zone; and

WHEREAS, the Act provides that each county in each gaming zone must submit to the qualified voters a resolution to permit a Lottery Gaming Facility within the County; and

WHEREAS, Ford County called for an election on the question of whether to allow a Lottery Gaming Facility in Ford County; and

WHEREAS, the election was duly noticed, conducted and the votes counted and canvassed in the matter provided by Kansas law; and

WHEREAS, the qualified electors of Ford County voted in favor of a Lottery Gaming Facility in Ford County and the certified results were transmitted to the Lottery Commission; and

WHEREAS, Dodge City Resort & Gaming Company, LLC (“Dodge City Gaming”) has proposed to construct and manage a Lottery Gaming Facility and to development a Lottery Gaming Enterprise as defined in the Act, in Ford County and

WHEREAS, Dodge City Gaming has entered into a real estate purchase option agreement to acquire approximately 281 acres of property in Ford County of which approximately 66 acres will be used for the location of the Lottery Gaming Enterprise, and

WHEREAS, Dodge City Gaming will be requesting that said property be annexed into the City, and will consent to the City's annexation there of at the appropriate time, and

WHEREAS, Dodge City Gaming has agreed to enter into a mutually agreed upon development plan with the City and County related to the use and development of the total acreage encompassing the site of the casino, and

WHEREAS, the Act requires a resolution of endorsement by the City or the County governing body of any prospective Lottery Gaming Facility Manager who submits an application for a Lottery Gaming Facility Management Contract to the Lottery Commission to manage a Lottery Gaming Facility within the Gaming Zone; and

WHEREAS, Dodge City Gaming has presented to the City and County a proposal for the development, construction and management of a Lottery Gaming Enterprise to be located on the property to be annexed and has requested a resolution of endorsement of such proposal, and

WHEREAS, Dodge City Gaming has presented to the City and County its statement of qualifications, financial resources, proposed site and development plans for the Lottery Gaming Facility & Enterprise, and

WHEREAS, after duly considering the information provided by Dodge City Gaming, the City and County have determined that Dodge City Gaming possesses the necessary qualifications, financial resources and development plans to manage a Lottery Gaming Facility as proposed; and

WHEREAS, the City and County have determined that the proposed Lottery Gaming Facility and Enterprise are well suited to attract tourism and enhance the economic development of the City, Ford County and the surrounding counties and is consistent and compatible with the long range development plans of the City and County;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY AND THE FORD COUNTY COMMISSION, FORD COUNTY, KANSAS: Pursuant to the provisions of Senate Bill No. 66, the City and County Commissions do hereby jointly issue their endorsement of the application of Dodge City Gaming to develop and manage a destination casino in Dodge City, Ford County, Kansas to be constructed and developed in accordance with the requirements of the Act and in accordance with the terms and conditions of above described development plan mutually agreed to by the City, County, and Dodge City Gaming in anticipation of Dodge City Gaming being granted a Lottery Gaming Facility management contract pursuant to the Act.

Adopted this ____ day of _____, 2008

City Commission of Dodge City

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Ford County Board Commissioners

T. Kim Goodnight, Chair

John Swayze

Terry Williams

ATTEST:

Victoria Wells, Ford County Clerk

Certificate

The undersigned being the duly appointed Clerk of the City of Dodge City, Kansas does hereby certify that the above and forgoing Resolution was duly adopted by majority vote of the City Commission of the City of Dodge City, Kansas on this ____ day of _____, 2008.

Nannette Pogue, City Clerk

Victoria Wells, Ford County Clerk