

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, August 2, 2010

7:00 p.m.

MEETING #4812

CALL TO ORDER

ROLL CALL

INVOCATION: by Phil Scott, Senior Minister – First Christian Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

Employee of the Month – Chelsey Fisher

Character Trait – Security

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, July 19, 2010
2. Appropriation Ordinance No. 14, August 2, 2010
3. Cereal Malt Beverage License
 - a. Riverstop, 705 S. 14th Avenue
 - b. Speedy Stop, 2615 Gary Avenue
4. Approval of Change Orders 1, 2 and 3 for the modification to the ARFF building during construction.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of FOP Supplemental Memorandum of Understanding. Report by Assistant City Manager, Cherise Tieben.
2. Approval of Mariah Hills Restaurant Lease. Report by Director of Parks & Recreation, Paul Lewis.
3. Approval to authorize the City Manager to execute an Agreement with Great Plains Development for Revolving Loan Fund Administration involving Startup Kansas Awards. Report by City Manager, Ken Strobel.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, July 19, 2010

7:00 p.m.

MEETING #4810

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Brian Weber, Rick Sowers and Jim Sherer were present. Monte Broeckelman was absent.

INVOCATION: by Vernon Bogart

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

The Proclamation for National Day of the Cowboy that is July 24, 2010 was presented by Sandie Masden.

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).

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, July 6, 2010
2. Approval of City Commission Work Session minutes, July 6, 2010
3. Appropriation Ordinance No. 13, July 19, 2010
4. Cereal Malt Beverage License
 - a. Love's Travel Stop #58, 1108 W. Wyatt Earp Blvd.
 - b. El Zarape of Dodge City, KS, 1301 W. Wyatt Earp
5. Approve Change Order #1 for the 14th Avenue Pavement Replacement at the Railroad Crossing.
6. Approval of Water Contract with Walt Gould.

Commissioner Brian Weber moved to approve the Consent Calendar as presented, seconded by Commissioner Jim Sherer. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2010-21: Accepting the street, water lines and sewer lines for the Beeson Court Subdivision was approved on a Motion by Commissioner Jim Sherer, seconded by Brian Weber. Motion carried 4-0.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Appointments of the Cultural Relations Advisory Board were...

Sara Mora, Cargill, Inc.
Marilyn Treto, National Beef Packing Co.
Vernon Bogart, Ministerial Alliance
Ryan Ausmus, United Way
Randy Smith, USD #443
Greta Clark, DCCC/Adult Learning Center
Elva Dominguez, United Methodist Ministries
Micaela Morales, Chamber of Commerce
Oliver Bland, At - Large

Appointments were made on a motion by Commissioner Rick Sowers, seconded by Commissioner Brian Weber. Motion carried 4-0.

2. Grant Award Agreement between the Kansas Corporation Commission and the City of Dodge City was approved and authorized the City Manager to sign the Agreement on a motion by Commissioner Jim Sherer, seconded by Commissioner Brian Weber. Motion carried 4-0.

OTHER BUSINESS

Ken Strobel, City Manager:

- Acknowledged James Walker of Boot Hill Casino & Resort

Jane Longmeyer, Director of Public Information:

- Reported the "Clean Team" is cleaning up for Dodge City Days.

Mayor Kent Smoll:

- Dodge City Days is coming up. Encourage everyone to get involved.

EXECUTIVE SESSION:

At 7:20 p.m., Commissioner Brian Weber moved to adjourn to Executive Session to discuss personnel matters not to exceed 30 minutes to include City Manager, Assistant City Manager and the Finance Director. The motion was seconded by Commissioner Jim Sherer, motion carried 4-0.

Commissioner Monte Broeckelman joined the meeting at 7:45 p.m.

At 7:50 p.m., Commissioner Brian Weber moved to extend the Executive Session by 10 minutes. The motion was seconded by Commissioner Jim Sherer, motion carried 5-0.

At 8:00 p.m., Executive Session was adjourned to Regular Session.

ADJOURNMENT: Commissioner Rick Sowers moved to adjourn the meeting, Commissioner Brian Weber seconded the motion. The motion carried 5-0.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

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

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

City or County of Ford County

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

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name <u>Nageeb ALHAS</u>	Phone No. <u>620-338-8267</u>	Date of Birth <u>1-1-70</u>
Residence Street Address <u>3206 Gary AVE</u>	City <u>Dodge, KS</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>Leana ALHAS</u>	Phone No. <u>620-338-8267</u>	Date of Birth <u>7-14-83</u>
Residence Street Address <u>3206 .KS. 67801</u>	City <u>Dodge, KS</u>	Zip Code <u>67801</u>

SECTION 3 - LICENSED PREMISE		
Licensed Premise (Business Location)		Mailing Address
DBA Name <u>River Stop</u>	Name	
Business Location Address <u>705 Sixth AVE</u>	Address <u>Same</u>	
City <u>Dodge</u> State <u>KS</u> Zip <u>67801</u>	City	State Zip
Business Phone No. <u>620-227-9811</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) <u>Nageeb ALHAS</u>		

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>eight</u> years. <u>(8)</u>	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form prepared by the Attorney General's Office)

SECTION 5 – MANAGER OR AGENT QUALIFICATION		
My place of business will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Qualification Statement		
My manager/agent and his/her spouse ² meets all of the qualifications in Section 4.		<input type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE Nancy J. ACHAJ DATE 07-22-2016

\$ 75.00

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>2250</u> Date <u>7-22</u>	(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>7-22</u>	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____	<input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved Valid From Date _____ to _____	By: _____
<input type="checkbox"/> License Renewed Valid From Date _____ to _____	By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS 66625-3512.

¹ If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)
² Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)

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Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name <u>Naseeb ALHAS</u>	Phone No. <u>620-338-8267</u>	Date of Birth <u>1-1-70</u>
Residence Street Address <u>3206 Gary AVE</u>	City <u>Dodge, KS</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>Laura ALHAS</u>	Phone No. <u>338-8267</u>	Date of Birth <u>7-14-59</u>
Residence Street Address <u>3206 Gary AVE</u>	City <u>Dodge, KS</u>	Zip Code <u>67801</u>

SECTION 3 - LICENSED PREMISE		
Licensed Premise (Business Location)		Mailing Address
DBA Name <u>Speed Step</u>	Name	
Business Location Address <u>2615 Gary AVE</u>	Address <u>SOME</u>	
City <u>Dodge</u> State <u>KS</u> Zip <u>67801</u>	City	State Zip
Business Phone No. <u>620-225-6905</u>	<input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) <u>Naseeb ALHAS</u>		

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>eight</u> years. <u>8</u>	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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If yes, provide the following:		
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Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Qualification Statement		
My manager/agent and his/her spouse ² meets all of the qualifications in Section 4.		<input type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE Nancy red AYHAI DATE 07-22-2016

75.00

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>50.00</u> Date <u>7-22-10</u> <small>(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)</small>	
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>7-22-10</u>	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS 66625-3512.

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Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Mike Klein

Date: July 29, 2010

*Subject: Ratification ARFF Change
Orders 1, 2&3*

Agenda Item: Consent Calendar

Recommendation:

Ratification of Change Orders 1, 2 and 3 for the modification to the ARFF building during construction.

Background:

During the construction of the ARFF building we had three change orders to make modification to the building. Larger fuel tank, new electrical service, American flag pole, additional asphalt paving and epoxy non slip floor coating. All of the change orders have been approved by FAA for their 95% participation.

The total change orders amount is \$ 52,762.00,
FAA 95% \$ 50,124.00
Local match \$ 2,638.00

Justification:

Change Order #1 Generator Fuel Tank and New Electrical Service Line

The ARFF facility was designed according to FAA AC 150-5210-15A, which recommends the ARFF facility to have an emergency generator with fuel storage. It has been determined that the fuel tank to be supplied with the generator would not be sufficient to meet the current AC requirements. Therefore, the change order will require the fuel tank to meet the minimum 72 hour full load capacity of the generator and facility. A new electrical service line is needed to provide power to the proposed ARFF building. The service between the existing power line connection and the proposed building transformer is to be provided by the local power company. As a result, there was a large expense in the installation of the service line. In order to reduce the costs, Building Solutions provided a quote to install the service line. The change order will provide the ARFF facility with a direct underground electrical service, which would allow for future expansion.

Burns & McDonnell has completed an independent cost analysis to verify the costs are reasonable. The cost analysis is as follows:

Item Description	BMcD Estimate	Building Solution Costs	Percentage
Install Generator Fuel Tank System	\$9,505.00	\$8,335.00	114%
Install Underground Electrical Service	\$15,000.00	\$13,961.00	107%

Burns & McDonnell recommends approval and acceptance to install the underground electrical service line to the ARFF building and to install a 72-hour FAA recommended fuel tank for the back-up electrical generator system. The total cost of this change order is \$22,296.00. Also, due to these changes and from weather, we recommend the day count to be increased by 39 calendar days. These additions are AIP eligible and are according to the scope of work for the ARFF project.

Change Order #2 American Flag Pole and Additional Asphalt Road Paving

The ARFF facility, as a Federal and City funded building, should have an American flag and designated flagpole area. The flagpole will be installed just south of the ARFF building and will be analyzed for any airspace issues.

The maintenance road that passes along the ARFF facility will be rehabilitated with a 3-inch asphalt overlay. However, the access road from the maintenance road to the ARFF parking apron was not included in the asphalt paving. Therefore this change order adds paving this portion of the access road, allowing the airport the operational ease to use the ARFF facility as well as reduce the amount of maintenance needed, including the allowance for snow removal.

Burns & McDonnell has completed an independent cost analysis to verify the costs are reasonable. The cost analysis is as follows:

Item Description	BMcD Estimate	Building Solution Costs	Percentage
Install Flagpole	\$5,426.00	\$5,305.00	102%
Access Road Paving (3")	\$5,872.00	\$5,586.00	105%

Burns & McDonnell recommends approval and acceptance to install a flagpole and pave the access road to the ARFF facility from the maintenance road. The total cost of this change order is \$10,891.00. These changes are not required to change the calendar day count. These additions are AIP eligible and are according to the scope of work for the ARFF project.

Change Order #3 Apply Epoxy Non Slip Floor Coating

Installation of non slip epoxy floor coating to the ARFF building at Dodge City. It became apparent, when the floor was completed, that the surface became very slippery when wet. As you know the specifications call for a smooth floor, and in this case it came out to be very smooth. However, the smoothness also creates a potential slipping hazard. Non-slip epoxy floor coating to be placed all interior exposed concrete (namely the vehicle bays, electrical, and mechanical room). We believe that this floor coating is necessary for safety in these areas and that the costs are AIP eligible.

Request for Change Order 3, to apply epoxy non-slip floor coating to be placed on interior exposed concrete. This change will result in the contract amount increase of \$19,575 and contract time increase of 20 calendar days. We consider this proposed change AIP eligible for federal participation subject to the limitations of the grant agreement.

Burns & McDonnell recommends approval and acceptance of the epoxy non slip floor coating in the amount of \$19,575.00. This addition is AIP eligible and is according to the scope of work for the ARFF project.

Financial Considerations:

P.O. # 2848 Building Solutions Original Amount \$1,561,254.00

New P.O. Amount with change orders \$1,614,016.00

Total Change Orders Amount \$ 52,762.00

95 % FAA \$ 50,124.00

5% Local Match \$ 2,638.00

Purpose/Mission:

Legal Considerations: N. A.

Attachments: N. A.

Memorandum

To: City Commissioners
From: Cherise Tieben, Asst. City Manager
Date: July 30, 2010
Subject: Supplemental Memorandum of Understanding
Agenda Item: New Business

Recommendation: Staff recommends the approval of the Supplemental Memorandum of Understanding authorizing the amendment to the existing FOP contract.

Background: In the past multiple efforts and methods have been utilized by the Police Department to control overtime while still providing staffing levels expected by the public and desired by the commission. The amendment utilizes a schedule which requires the officers to work 12 hr shifts which total 168 hours scheduled over 28 days. Chief James feels this schedule type will allow more flexibility with the additional hours and yet provides a benefit to the officers of one scheduled week off in a 28 day cycle. The schedule also prevents officers from strictly working night shifts, which will make for more well rounded officers. Additionally, officers who had been assigned to the night shift previously may now be scheduled for court and training during working hours, instead of causing additional overtime expenditures.

Justification: The amendment will give us an opportunity to review a schedule which offers many positive aspects in our effort to control overtime, while offering officers an additional benefit. At the end of November, if either party is unsatisfied with the results of the scheduling change, the schedule will revert back to the existing schedule.

Financial Considerations: None at this point, due to the fact that there have been savings from vacancies which were unfilled for a period, expected reduction in overtime and the savings of shift differential pay should allow us the opportunity to try this program without a financial impact.

Purpose/Mission: Utilizing the proposed schedule will provide additional hours to Police staff so that we may better serve the community while being fiscally responsible.

Legal Considerations: N/A

Attachments: Supplemental Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

SUPPLEMENT NO. 1

This Memorandum of Understanding – Supplement No. 1 (“Supplemental Memorandum”) is made and entered into by and between the City of Dodge City, Kansas (“City”) and the Fraternal Order of Police, Lodge #49 of Dodge City, Kansas (“Lodge”).

WHEREAS, the City as the employer and the Lodge as the exclusive representative of members of the employee unit are parties to a Memorandum of Understanding dated January 1, 2008 (“Memorandum”) which resulted from agreements reached between the parties pursuant to meet and confer provisions of the PEER Act; and,

WHEREAS, the City and Lodge mutually desire to amend and modify the wording of certain provisions of the Memorandum; and,

WHEREAS, both parties agree that the proposed amendment and modification of said provisions of the Memorandum as set forth below is to their mutual best interest.

NOW, THEREFORE, the City and the Lodge agree as follows:

- (1) From and after the effective date of this Supplemental Memorandum, the provisions of Article 8 – HOURS OF WORK, Section 8.1 – Patrol Bureau of the Memorandum shall be amended and modified by inserting the following language which replaces and is in lieu of Article 8 – HOURS OF WORK, Section 8.1 – Patrol Bureau of the Memorandum:

Article 8 – HOURS OF WORK, Section 8.1 – Patrol Bureau

The normal work period in Patrol Bureau, exclusive of officers on special assignment, such as, warrant officer, GREAT Officers and school resource officers, shall consist of a twenty-eight (28) day work cycle (hereinafter “Cycle”). In the Cycle, an officer shall work seven (7) twelve (12) hour night shifts and seven (7) twelve (12) hour day shifts, with seven (7) unscheduled twenty-four (24) hour periods disbursed during twenty-one (21) days, with an additional seven (7) consecutive twenty-four (24) hour periods remaining unscheduled at some point in the twenty-eight (28) day period.

- (2) From and after the effective date of this Supplemental Memorandum, the provisions of Article 16 – COMPENSATION, Section 16.5 – Shift Differential shall be amended and modified by inserting the following language, which replaces and is in lieu of Article 16 - COMPENSATION, Section 16.5 – Shift Differential:

Article 16 – COMPENSATION, Section 16.5 – Shift Differential
Officer’s who are assigned exclusively to a night shift for any twenty-eight day work cycle shall be paid an additional forty-five cents (\$.45) per hour in addition to the officer’s regular base wage, while working that work cycle.

- (3) From and after the effective date of this Supplemental Memorandum, the provisions of Article 17 – OVERTIME PAYMENT, Section 17.1 -

Overtime Rate and Scheduling shall be amended and modified by inserting the following language which replaces and is in lieu Article 17 – OVERTIME PAYMENT, Section 17.1 - Overtime Rate and Scheduling as set forth in the Memorandum:

Article 17 – OVERTIME PAYMENT, Section 17.1 – Overtime Rate and Scheduling

All officers shall receive one and one-half (1-1/2) times their regular rate of pay for work performed in excess of one hundred seventy-one (171) hours in the twenty-eight (28) day Cycle. Any officer called back to duty will receive a minimum of two (2) hours or time actually worked, whichever is greater. Flex time may be utilized in lieu of overtime payment if the Chief or his designee can adequately arrange scheduling within the same twenty-eight (28) day Cycle. Flex time shall not accrue beyond the twenty-eight (28) day Cycle during which the overtime hours were incurred.

Overtime within the Bureau of Patrol will be based on necessity as determined by the Chief, and incurred only upon prior approval of the Chief or his designee. Assignment of overtime will be based on qualifications and experience needed and will be assigned at the discretion of the Chief or his designee.

- (4) From and after the effective date of this Supplemental Memorandum, the City agrees that it will interpret and apply the foregoing Amendments, in lieu of the original provisions as set forth in the Memorandum.

- (5) The Lodge agrees that it will not initiate on its own behalf or on behalf of any member or former member of the employee unit any grievance, complaint or cause of action challenging or objecting to the City's application and enforcement of the Amendments, in lieu of the original provisions of the Memorandum, nor will the Lodge encourage, participate in, or provide any assistance whatsoever to or on behalf of any member or former member of the employee unit in any such grievance, challenge, complaint, objection or action, which in any manner arises out of the City's application of the foregoing Amendments as set forth in paragraph one (1), two (2) and three (3) above rather than the original provisions of the Memorandum.
- (6) The parties agree that this Supplemental Memorandum and all other provisions of the Memorandum shall remain in full force and effect during the original term of the Memorandum.
- (7) The effective date of this Supplemental Memorandum shall be August 9, 2010..
- (8) This Supplemental Memorandum may be amended only by mutual written agreement of the parties.
- (9) The parties agree the amendments set out in paragraphs (1), (2) and (3) of this Supplemental Memorandum shall become a part of and will be included in any Memorandum of Understanding which supersedes the Memorandum, dated January 1, 2008, unless either party provides to the other written notice no later than November 29, 2010, of the party's desire

to modify, supplement or delete any of the provisions of the amendments set out in paragraphs (1), (2) and (3) of this Supplemental Memorandum. Upon delivery of said written notice by either party, Article 8.1, 16.5 and 17.1 shall revert to the language set forth in the Memorandum dated January 1, 2008, and said reversion shall be effective on December 13, 2010.

This Supplemental Memorandum has been approved by the parties on the dates reflected below. The parties agree that the persons whose signatures appear below are authorized to, and by their signatures hereto do, hereby bind the respective parties and their respective successors and assigns hereto, and represent that each has been duly authorized to sign this Supplemental Memorandum and thereby bind the parties hereto.

FRATERNAL ORDER OF POLICE,
LODGE #49

CITY OF DODGE CITY

By 
James Morton, President

By _____
E. Kent Smoll, Mayor

Dated this ____ day of July, 2010

Dated this ____ day of July, 2010

ATTEST:

ATTEST:


Amy Stringer, Lodge Secretary

Nannette Pogue, City Clerk

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: July 30, 2010

Subject: Mariah Hills Restaurant Lease

Agenda Item: New Business

Recommendation: Staff recommends approving the lease contract with Mr. Brent Cunningham for space at Mariah Hills Clubhouse for the purpose of conducting a restaurant operation.

Background: Some time ago, individuals expressed an interest in establishing a restaurant operation in the upper level of the Mariah Hills Clubhouse. Under this concept, pro shop operations would be relocated to the lower level and the upper level leased to a private contractor to operate a restaurant.

This concept was presented to the Golf Course Advisory Board who recommended proceeding and to the City Commission where staff was directed to obtain RFP's from potential tenants. RFP's were solicited in May of this year with the sole respondent being Mr. Cunningham. In the following months staff and legal counsel have developed and negotiated the proposed lease agreement presented here.

Justification: Justification for this agreement is two fold. The restaurant and golf course operations mutually benefit from this arrangement. Both entities will enjoy increased exposure which should help drive business as well as provide an additional service at the golf course which presently is not available.

Secondly, the leased space provides an enhanced income stream which offsets a portion of the subsidy currently required for golf course operations. Moving pro shop operations to the lower level does not interfere with course management. The existing meeting space contained on the lower level will be re-configured and will not be able to handle as big of events as in the past, but any loss of revenue will be minimal and more than offset by the upstairs lease.

Financial Considerations: Based on the initial rate of \$12 per s.f. annually, this lease generates \$45,600 annually. Those rates adjust upwards annually by \$1 per s.f. after the first three years of the agreement. All additional utility costs are the responsibility of the tenant.

All renovations and improvements required to provide and maintain a restaurant operation in the upper level are the responsibility of the tenant. The City will bear the costs for improvements to

the lower level necessary for pro-shop operations. That cost was estimated to be \$30,000 which can be recovered through the first years lease revenue.

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

Legal Considerations: This agreement provides the tenant exclusive rights to sell alcoholic beverages in the facility and on the grounds. There is a clause in the agreement making approval conditional on the City passing a revised ordinance allowing consumption of cereal malt and alcoholic beverages. Presently those items are allowed under a restricted basis and the ordinance requires revision to permit commercial sale at that location.

This agreement has been designed and developed with the guidance, input, and review of City's legal counsel. Based on similar agreements for operations in different venues, the agreement provides a comprehensive treatment of foreseeable issues involved with this type of arrangement. Based on those considerations, staff believes this arrangement does not present any additional legal concerns beyond those typically found in a tenant agreement.

Attachments: Mariah Hills Lease Agreement

LEASE AND OPERATIONS AGREEMENT

THIS LEASE AND OPERATIONS AGREEMENT (Lease Agreement), made this 2nd day of August, 2010, between CITY OF DODGE CITY, KANSAS, a municipal corporation (City), and Brent Cunningham d/b/a Mariah Hills Steak & Ale (Tenant).

WITNESSETH:

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

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

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

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

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its exclusive use and occupancy as a restaurant and food preparation kitchen, that portion of the Pro Shop situated at the MHGC occupying the Main (Top) Floor, as more particularly detailed as the highlighted area in Exhibit A, attached hereto and incorporated herein, consisting of approximately 3800 square feet of occupable space, to be known hereafter as the Leased Premises. The parties acknowledge and agree that the restaurant operated by Tenant shall be known as Mariah Hills Steak & Ale.

2. **TERM/TERMINATION.** This Lease Agreement shall be for a period of five (5) years ("Initial Term"). Thereafter, this Lease Agreement shall automatically renew for annual one (1) year terms ("Renewal Term"), unless either party gives written notice of termination to the other party, not less than sixty (60) days prior to the end of the initial term or any renewal term.

The parties acknowledge that at the time of termination of this Lease Agreement, whether by mutual agreement of the parties or otherwise, City shall have the sole ownership rights to the name Mariah Hills Steak & Ale in the continued operation of a restaurant at the MHGC, whether or not said operation is continued.

3. **RENT.** Tenant shall pay to City as rent for the Leased Premises:

- The sum equal to twelve dollars (\$12) per square foot for the first three (3) lease years, which payment shall increase by one dollar (\$1) per year for each lease year thereafter to a maximum of seventeen dollars (\$17) per square foot based on 3,800 total square feet.

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

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

Within thirty (30) days following approval of this Lease Agreement by the City Commission, the City shall remove from the Leased Premises all equipment, furnishing, goods and supplies the City intends to retain.

Within forty-five (45) days following approval of this Lease Agreement, the Tenant shall submit to the City drawings and plans prepared signed and sealed by a licensed architect or engineer reflecting Tenant's proposed renovation of the Leased Premises for review and approval by the City, which approval shall not be unreasonably withheld, delayed or conditioned.

Immediately upon City approval of the Plans the Tenant shall, at its sole cost and expense, commence renovation work in accordance with such plans on the Leased Premises, using a licensed contractor. Tenant shall be responsible for the acquisition and installation of all materials, equipment, fixtures, furniture and supplies in the Leased Premises at its sole cost and expense, and shall not allow any liens or other encumbrances to attach to the Leased Premises at anytime. At no time during the renovation work or during the operation of the restaurant shall Tenant interfere with or prevent the City's use and access to the lower level meeting room or the golf course.

Tenant shall complete all construction and renovation of the Leased Premises and have the restaurant and catering business open for business within _____ months from the date of approval of this Lease Agreement by the City Commission, which date may be extended by mutual agreement of the parties. In the event the Tenant fails or refuses to complete the renovation work within the time set forth above, the City may, at its sole option, terminate this Lease Agreement and either, complete said renovation or restore the premises to its original condition, in which case Tenant shall reimburse the City for all expenses and costs incurred by the City in completing said renovation or restoring the premises to its original condition.

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

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

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

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

9. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant shall not be permitted to terminate its restaurant business during the term of this Lease Agreement. Termination of restaurant business activity by Tenant shall be deemed to be a default and breach of this Lease Agreement, in spite of the fact that Tenant may

continue to make rent payments hereunder, and City shall have the right, without notice, to immediately terminate this Lease Agreement if such period of termination exceeds thirty (30) days.

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

- (a) Store all trash and refuse in appropriate containers within the Leased Premises and to attend to the daily disposal thereof in the manner and place designated by City. Tenant shall not burn any trash or rubbish in or from the Leased Premises or anywhere else within the confines of the MHGC, nor shall Tenant operate a garbage grinder without City's prior written consent. Tenant will not dispose of any hazardous waste material on the Leased Premises or use the Leased Premises in any manner that would be in violation of state or federal environmental laws.
- (b) Not erect or maintain, nor permit to be erected or maintained, at its place of business in the MHGC, any signs, advertisements, notices, or other lettering, without obtaining in advance the prior written consent and approval of the City.
- (c) Maintain the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests. City agrees to have the Leased Premises serviced by a pest exterminator at such intervals as City may reasonably require, and City will be financially responsible for paying for these services.
- (d) Receive and deliver goods and merchandise only in the manner and in such areas as may be designated by City.
- (e) Not perform any act or carry out any practice that may injure the Leased Premises or any part of the MHGC, or cause any offensive odors or loud noise, or constitute a nuisance to any other tenant or the general public at MHGC.
- (f) Conform to and comply with any and all laws, rules, regulations, and operating standards which have been heretofore, or which may be hereafter adopted, by any governmental authority having jurisdiction, including City. Tenant further agrees to procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.
- (g) Not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage to plumbing facilities or the sewer system, shall be borne by Tenant, if Tenant, or its employees, agents, or invitees shall have caused such problems.
- (h) Keep the Leased Premises in such condition and repair so as to enable it to pass any City, Ford County, or State of Kansas health or restaurant inspection. If Tenant fails to run the restaurant in a commercially reasonable and safe manner so as to fail an inspection two (2) or more times within a twelve (12) month period, City shall have the right to immediately declare this Lease Agreement terminated by furnishing written notice to Tenant.
- (i) Require management and employees to work in proper attire and with good hygiene. Tenant's employees shall be clean, courteous, efficient, and neat in appearance. Tenant shall not employ any person or persons in or about the Leased Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner.
- (j) Maintain the floor and wall coverings in a clean condition, having the carpet shampooed at such reasonable intervals so as to maintain a safe and hygienic environment. In the event Tenant shall fail to perform this duty, City shall have the right to have the Leased Premises cleaned and either

have Tenant charged directly or pay or same for which Tenant will be obligated to reimburse City at the time the next rental payment is due upon City furnishing Tenant a copy of the paid invoice.

- (k) Operate the public restaurant under the name Mariah Hills Steak & Ale.
- (l) Be responsible for all expenses, including but not limited to, supplies, food preparation and delivery, and personnel, associated with the operation of Tenant's restaurant and catering businesses.
- (m) Purchase, install, and maintain all equipment, furniture, fixtures, drapes, and/or appliances required by Tenant in the operation of Tenant's restaurant and catering business.
- (n) Maintain a competitively priced menu in the restaurant.

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

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

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

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

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

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

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

16. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify City,

who shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Lease Agreement shall cease as of the date upon which the casualty occurred, with no further obligation of either party hereunder to recognize this Lease Agreement.

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

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

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

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

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

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

23. **NONDISCRIMINATION.**

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

24. **ACCESSIBILITY FOR HANDICAPPED.**

- (a) City shall be responsible for maintaining the MHGC facilities and services in a manner which complies with obligations under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and under 42 U.S.C.S. §§12101, et seq., The Americans with Disability Act of 1990, or a substantially equivalent standard.
- (b) All of the MHGC facilities designed, constructed, or altered shall be accessible to handicapped persons. City shall be responsible for the cost of all alterations or improvements necessary to meet the requirements of the statutes and regulations cited above and other relevant Federal, State, or local laws, statutes and ordinances that relate to handicapped accessibility standards.

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

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

This Lease Agreement is conditioned upon the City passing and maintaining, during the term hereof, an ordinance allowing for the sale and consumption of alcoholic beverages on the Leased Premises, the lower level meeting room and the adjacent golf course. If at anytime during any term of this Lease Agreement

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

27. **GENERAL COVENANTS.**

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

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

(2) If to Tenant: _____

 Dodge City, Kansas 67801
 (620) _____

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

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease Agreement.
- (c) This Lease Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (e) This Lease Agreement shall be construed in accordance with the laws of the State of Kansas.

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

CITY OF DODGE CITY, KANSAS

By _____
 KENT SMOLL, Mayor

ATTEST:

NANETTE POGUE, City Clerk

TENANT

By _____
