

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, November 1, 2010

7:00 p.m.

MEETING #4822

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION:** by Rev. Ryan Ausmus with Ford Community Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Extra Mile Proclamation

**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 – Tony Hornberger

Character Trait – Hospitality

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, October 18, 2010
2. Approval of City Commission Work Session minutes, October 18, 2010
3. Appropriation Ordinance No. 19, November 1, 2010
4. Cereal Malt Beverage License
  - a. South Dodge Shamrock, 302 S. 2<sup>nd</sup> Avenue

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3499:** An Ordinance Amending Sections 9-111(b) and (c) of Article 1, Chapter IX of the Code of the City of Dodge City and Repealing Ordinance No. 3117, Assessing Costs for the Administration of Justice in the Municipal Court. Report by Director of Finance/City Clerk, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Mariah Center Final Plat. Report by Director of Developmental Services, Dennis Veatch.
2. Approval of Estancia Final Plat. Report by Director of Developmental Services, Dennis Veatch.
3. Approval of Property Acquisition for Waste Water Reclamation Plant. Report by Director of Engineering, Joe Finley.
4. Approval of Contract with United Wireless for Naming Rights of the Dodge City/Ford County Events Center. Report by City Manager, Ken Strobel.
5. Approval of Recommendation of appointee for the Golf Course Advisory Board. Report by Director of Parks & Recreation, Paul Lewis.

## **OTHER BUSINESS**

## **ADJOURNMENT**

## PROCLAMATION

**WHEREAS**, Dodge City, Kansas is a community that acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

**WHEREAS**, Dodge City, Kansas is a community that encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

**WHEREAS**, Dodge City, Kansas is a community that chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

**WHEREAS**, Dodge City, Kansas acknowledges the mission of the Extra Mile America Foundation to create 100 Extra Mile cities and states in America and is proud to support “Extra Mile Day” on November 1, 2010

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of Dodge City, Kansas, do hereby proclaim November 1, 2010 to be

## EXTRA MILE DAY

I urge each individual in our community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those around who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

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E. Kent Smoll, Mayor

SEAL

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Nannette Pogue, City Clerk

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, October 18, 2010

7:00 p.m.

MEETING #4821

## **CALL TO ORDER**

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

**INVOCATION** by Elder David Smith of the Hanna Memorial Church of God in Christ.

## **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).

Travis Simmons inquired about the process for management of the Dodge City Raceway Park.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, October 4, 2010
2. Approval of Joint City/County Commission minutes, October 5, 2010
3. Appropriation Ordinance No. 19, October 18, 2010
4. Cereal Malt Beverage License
  - a. Presto #1624, 2615 E. Trail Street
  - b. Presto #1625, 609 S. 2<sup>nd</sup> Avenue
  - c. Presto #1645, 800 W. Wyatt Earp Blvd.
  - d. Kates, 305 E. Trail Street

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

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3498:** An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 ET. SEQ; Providing for the Zoning Thereof, and Placing the Property in a Voting Ward was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Jim Sherer. The motion carried 4-0.

**UNFINISHED BUSINESS****NEW BUSINESS**

1. Bid in the amount of \$479,200.00 from Mid America Liner, Valley Park, Missouri for removal and replacement of the damaged covers on lagoons #1 and #2 and repair of the biogas recovery system on lagoon #2 was approved by a motion from Commissioner Jim Sherer, seconded by Commissioner Rick Sowers. The motion carried 4-0.

**OTHER BUSINESS**

Ken Strobel, City Manager:

- Extend condolences to Chris Hodges family and friends. Chris was a firefighter for the City of Dodge City;
- Reported that Request for Proposals for Operation of the Dodge City Raceway Park will be sent out tomorrow; and
- Commented on the Regional Transportation public hearing.

Jane Longmeyer, Director of Public Information:

- BSNF Railroad will be replacing four (4) tracks on East Trail Street, will talk to them about the tracks at other locations;
- Wright Park Zoo was accredited with Zoological Association of America;
- On November 1<sup>st</sup> the City will proclaim Extra Mile Day. The City is asking the community to submit nominations from the public to recognize local citizens that go the extra mile;
- Halloween – Boo for the Zoo at Civic Center; and
- Received a Thank You flyer from Numana.

Commissioner Jim Sherer:

- Congratulations to Duane Brumit who received 40 year award at LKM.

Commissioner Rick Sowers:

- Condolences to the Hodge family and the Fire Department

Mayor Kent Smoll:

- Attended the LKM (League of Kansas Municipalities), Jim Sherer was elected as Vice-President of the LKM.

**EXECUTIVE SESSION:** At 7:30 p.m., Commissioner Rick Sowers moved to adjourn to Executive Session to discuss Attorney/Client Privilege Matters to include City Manager, Ken Strobel, Assistant City Manager, Cherise Tieben and Director of Finance/City Clerk, Nannette Pogue, not to exceed 30 minutes, Commissioner Monte Broeckelman seconded the motion.

At 8:00 p.m., Commissioner Rick Sowers moved to extended the Executive Session 30 minutes, Commissioner Monte Broeckelman seconded the motion.

At 8:30 p.m., the meeting was reconvened to Regular Session.

**ADJOURNMENT:** Commissioner Rick Sowers moved to adjourn the meeting, Commissioner Monte Broeckelman seconded the motion. The motion carried 4-0.

\_\_\_\_\_  
E. Kent Smoll, Mayor

ATTEST:

\_\_\_\_\_  
Nannette Pogue, City Clerk

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, October 18, 2010

6:15 p.m.

MEETING #4820

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

## **WORK SESSION:**

1. The City Commission discussed Landscaping Requirements.

**ADJOURNMENT:** Commissioner Rick Sowers moved to adjourn the Work Session, Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

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E. Kent Smoll, Mayor

ATTEST:

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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

**SECTION 1 - LICENSE TYPE**

Check One:  New License  Renew License

Check One:  
 License to sell cereal malt beverages for consumption on the premises.  
 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): 35-1307

Name <u>Tim J Rostette</u>	Phone No. <u>720-255-5645</u>	Date of Birth <u>10-22-61</u>
Residence Street Address <u>2504 Webster</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>

**Applicant Spousal Information**

Spouse Name <u>Vaneta Rostette</u>	Phone No. <u>same</u>	Date of Birth <u>10-9-66</u>
Residence Street Address <u>same</u>	City <u>same</u>	Zip Code

**SECTION 3 - LICENSED PREMISE**

Licensed Premise (Business Location)	Mailing Address
DBA Name <u>South Dodge Shamrock</u>	Name
Business Location Address <u>302 S 2nd Ave</u>	Address <u>Same</u>
City <u>Dodge City KS</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620-227-7271</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)	

**SECTION 4 - APPLICANT QUALIFICATION**

I am a U.S. Citizen  Yes  No

I have been a resident of Kansas for at least one year prior to application.  Yes  No

I have resided within the state of Kansas for LIFE years.

I am at least 21 years old.  Yes  No

Within 2 years immediately preceding the date of this application, neither I nor my spouse<sup>1</sup> 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.

Yes  No  
True

My spouse has previously held a CMB license.  Yes  No

My spouse has never been convicted of one of the crimes mentioned above while licensed.  Yes  No True

**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 <sup>2</sup> 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)

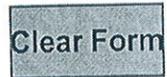
SIGNATURE  DATE 10/22/10

\$ 75<sup>00</sup>

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____ (\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)	
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<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.

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



## *Memorandum*

*To: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager*

*From: Nannette Pogue*

*Date: October 26, 2010*

*Subject: Ordinance No. 3499*

*Agenda Item Ordinances and Resolutions*

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**Recommendation:** I recommend the approval of Ordinance No. 3499.

**Background:** Currently, the Dodge City Municipal Code allows "each case filed in municipal court charging a drug or alcohol related offense ... where there is a guilty finding ... a sum in the amount of \$10.00 shall be assessed and such assessment shall be credited to the D.A.R.E. Project Fund. Recently, the Police Department assessed the DARE program and made the decision to use the GREAT Program in the schools instead. The GREAT program is similar to the DARE program, but adds a gang resistance education dimension to the program. It is part of the curriculum in the elementary and middle schools. In 2009, approximately \$4,000 was assessed from drug and alcohol offenses to assist in funding the DARE program. It would be essential that this funding continue for supplies for the GREAT Program.

**Justification:** To continue funding a drug and alcohol education and awareness program in the public schools.

**Financial Considerations:** The assessments are added to fines already being assessed.

**Purpose/Mission:** To help fund the GREAT Program in the public schools.

**Legal Considerations:** None

**Attachments:** Ordinance No. 3499.

ORDINANCE NO. 3499

AN ORDINANCE AMENDING SECTIONS 9-111 (b) AND (c) OF ARTICLE 1, CHAPTER IX OF THE CODE OF THE CITY OF DODGE CITY AND REPEALING ORDINANCE NO. 3117, ASSESSING COSTS FOR THE ADMINISTRATION OF JUSTICE IN THE MUNICIPAL COURT.

SECTION 1: Ordinance No. 3117 is repealed.

SECTION 2: Section 9-111 (b) and (c) of Article 1, Chapter IX of the Code of Dodge City are hereby repealed and the following inserted in lieu thereof:

9-111 (b) In addition to costs set forth in Section (a) above, in each case filed in Municipal Court charging a drug or alcohol related offense, including but not necessarily limited to the following: driving under the influence of alcohol or drugs, transporting an open container of alcohol, pedestrian under the influence, minor in possession of alcohol or cereal malt beverage, possession of drug paraphernalia, possession of a controlled substance, and any drug or alcohol related offense, where there is a finding of guilty, or a plea of guilty, or a plea of no contest, forfeiture of bond or a diversion, a sum in the amount of \$10.00 shall be assessed and such assessment shall be credited to a Project Fund as approved by the City Clerk that promotes drug and alcohol awareness and education.

9-111 (c) A Project Fund shall be established in the General Ledger of the City of Dodge City and shall, unless ordered otherwise by the Municipal Court Judge, credit to such fund all costs assessed in accordance with Section (b) above.

SECTION 3: Except as amended herein, all other sections of Article 1, Chapter IX of the Code of Dodge City shall remain in full force and effect.

SECTION 4: This Ordinance shall take effect upon adoption by the Governing Body and publication in the official City newspaper.

ADOPTED by the Governing Body of the City of Dodge City and approved by the Mayor this 1<sup>st</sup> day of November, 2010.

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Mayor

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City Clerk

## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: October 28, 2010*

*Subject: Mariah Center Replat*

*Agenda Item: New Business*

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**Recommendation:** The Dodge City Zoning Board met October 26, 2010 to review the final plat of Mariah Center Replat. They are recommending approval of this plat subject to a few minor technical revisions. City staff agrees with this recommendation.

**Background:** BHC Development, LLC submitted an application for this plat which will create an additional lot for the Hampton Inn Hotel to be located next to the Casino.

**Justification:** This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

**Financial Considerations:** None

**Purpose/Mission:** This plat was created to provide a separate lot for the Hampton Inn Hotel complex.

**Legal Considerations:** None

**Attachments:** Mariah Center Addition

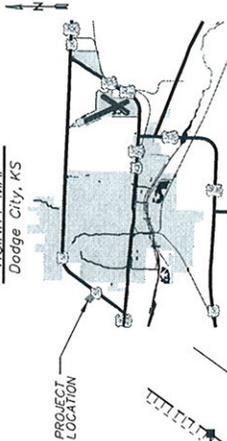


# MARIAH CENTER REPLAT LOT 1 REPLAT

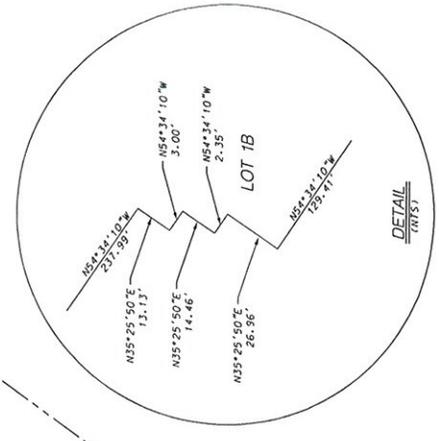
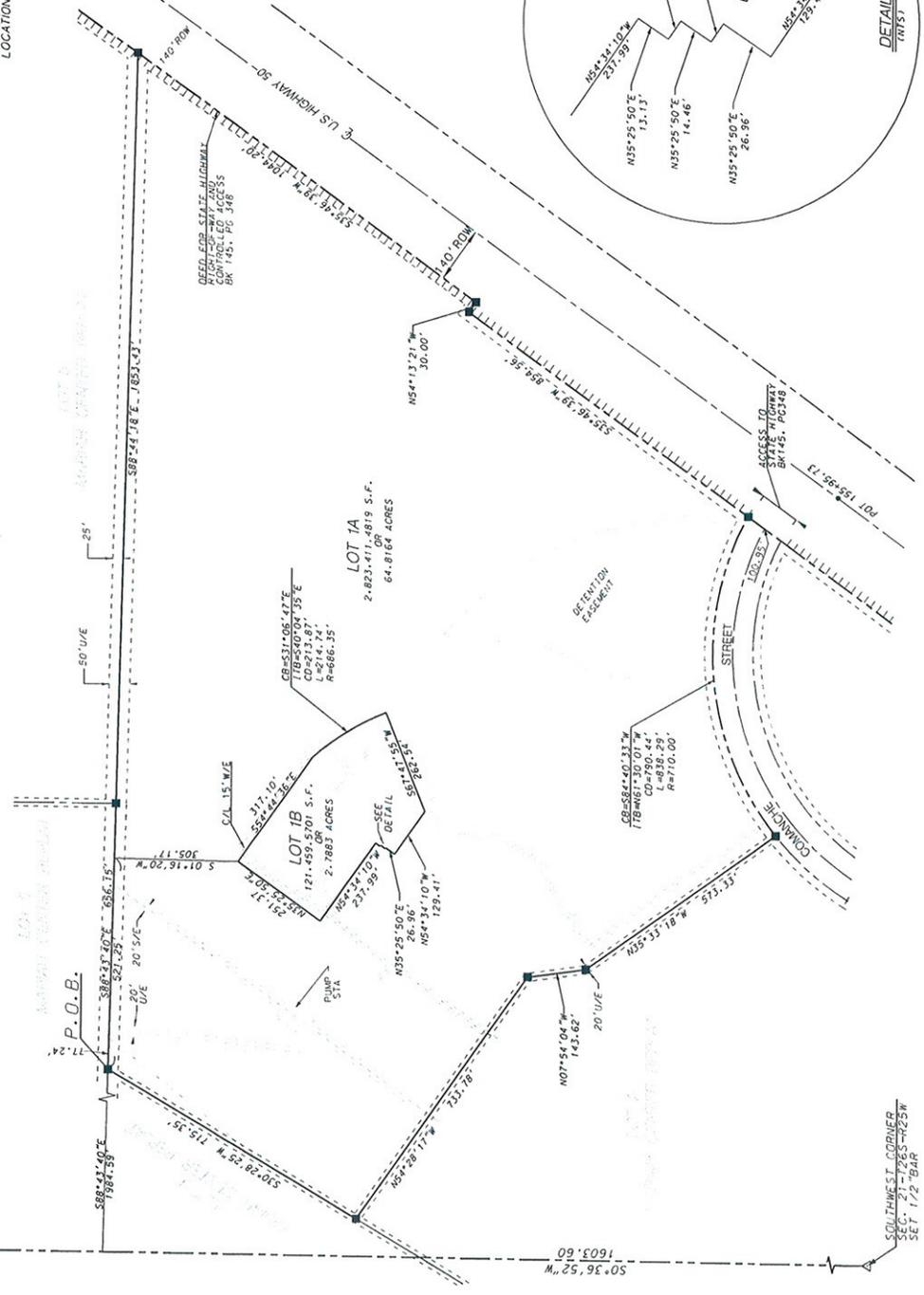
A REPLAT OF LOT 1 MARIAH CENTER REPLAT, A SUBDIVISION OF LAND IN DODGE CITY, FORD COUNTY, KANSAS LOCATED IN SECTION 21, TOWNSHIP 25 SOUTH, RANGE 25 WEST AND SECTION 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN

P.O.C.  
NW CORNER OF SW/4  
SECTION 21-26S-R25W  
FOUND 1/2 BAR L5081

SOUTHWEST CORNER  
SEC. 21-26S-R25W  
SET 1/2 BAR



- LEGEND**
- ▲ FOUND SECTION CORNER
  - 1/2" BAR TO BE SET AFTER CONSTRUCTION
  - P.O.B.
  - P.O.C.
  - SECTION LINE
  - PROPERTY LINE
  - RIGHT OF WAY LINE
  - ||||| LACK OF DIRECT ACCESS



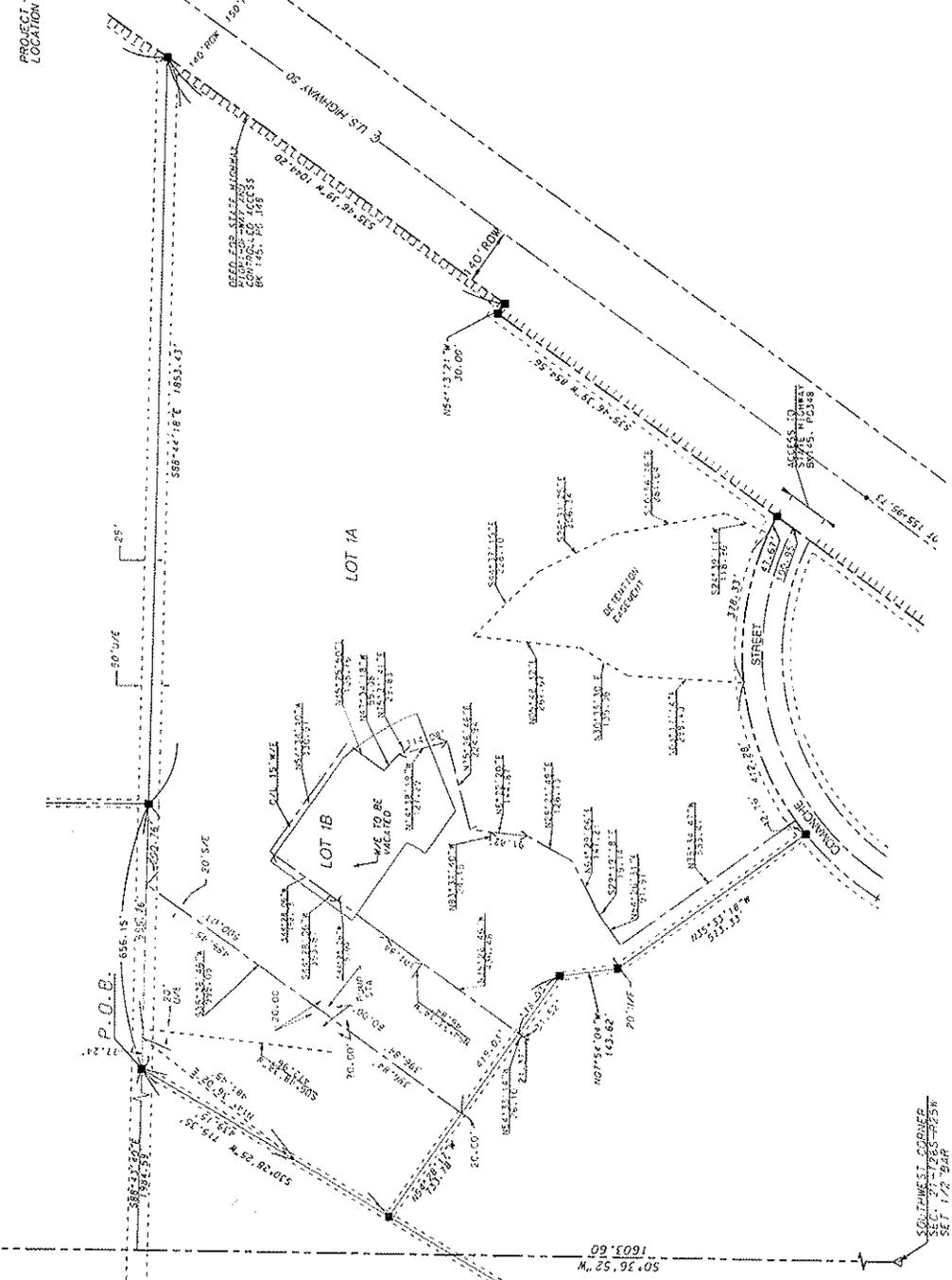
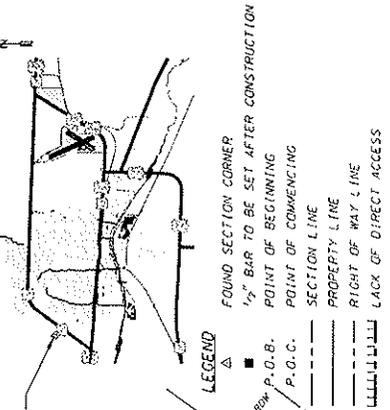
DETAILED TRUST

# FINAL PLAT OF MARIAH CENTER REPLAT LOT 1 REPLAT

A REPLAT OF LOT 1 MARIAH CENTER REPLAT, A SUBDIVISION OF LAND IN DODGE CITY, FORD COUNTY, KANSAS, LOCATED IN SECTION 21, TOWNSHIP 25 SOUTH, RANGE 25 WEST AND SECTION 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN

P.O.C.  
NW CORNER OF SW/4  
SECTION 21-26S-R25W  
FOUND 1/2 BAR 15081

SOUTHWEST CORNER  
SEC. 21-26S-R25W  
SET 172 948



## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: October 28, 2010*

*Subject: Estancia Addition*

*Agenda Item: New Business*

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**Recommendation:** The Dodge City Zoning Board met October 26, 2010 to review the final plat of Estancia Addition. They are recommending approval of this plat subject to a few minor technical revisions. City staff agrees with this recommendation.

**Background:** Brett Johnson with Estancia Partners, LLC submitted an application for this plat which will create a development for affordable housing apartment complexes. This property is located North of Trinity Manor and East of 6<sup>th</sup> Avenue.

**Justification:** This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

**Financial Considerations:** None

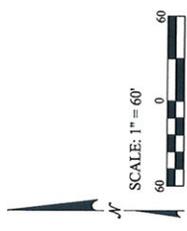
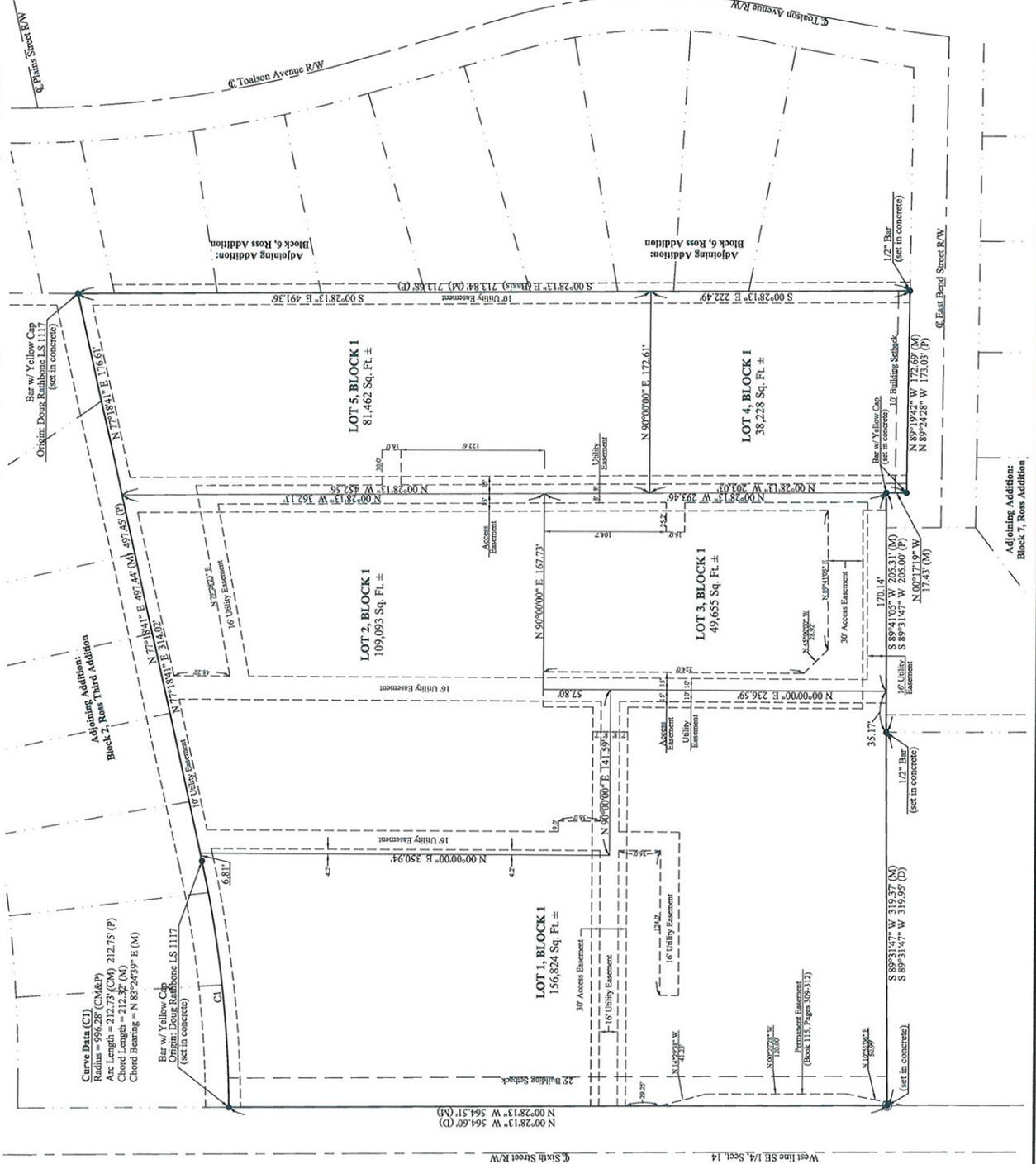
**Purpose/Mission:** This plat was created to provide additional affordable housing units.

**Legal Considerations:** None

**Attachments:** Estancia Addition

# The Final Plat of Estancia Addition

to the City of Dodge City, Ford County, Kansas  
 A Replat of a portion of Blocks 6 & 7, Ross Addition and a Parcel of land located in the Southeast Quarter of Section 14, Township 26 South, Range 25 West of the 6th Principal Meridian



**LEGEND**

- Set 1/2" Rebar w/ "L" landmark CLS-116" cap
- Monuments Found
- D Described Distance
- M Measured Distance
- P Platted Distance

- Addition Boundary Line
- Lot Line
- Building Setback Line
- Easement Line

**PLAT NOTES**

- 1) Basis of Bearings: Assumed S 00°28'13" E along the East line of Lots 9-15, Block 6, Ross Addition.
- 2) Monuments found have an unknown origin unless noted otherwise.
- 3) The plat is based on the 1983 Kansas State Plane Zone X, as determined by the 2007 annual chance floodplain. According to the Flood Insurance Rate Map for the City of Dodge City, Ford County, Kansas, Map Number: 2007TC0195E Effective Date: 09/25/2009

**CLOSURE CALCULATIONS**

NORTHING	EASTING	STATION	BEARING	DISTANCE
3248.87	-5051.20	0.00		
RADIUS: 996.28	LENGTH: 212.73	CHORD: 212.32	DELTA: 12°14'00"	
CHORD BRG: N 83°24'59" E	PC-R: N 00°28'20" W	PT-R: N 12°42'22" W		
RADIUS POINT: 4245.11	-5059.42			
3273.23	-4840.28	212.72		
			N 77°18'41" E	497.44
3382.49	-4354.99	710.16		
			S 00°28'13" E	713.84
2668.68	-4349.13	1424.00		
			N 89°19'42" W	172.69
2670.70	-4521.81	1596.69		
			N 00°17'19" W	17.43
2688.13	-4521.90	1614.12		
			S 89°41'05" W	205.31
2687.00	-4727.21	1819.43		
			S 89°31'47" W	319.37
2684.38	-5046.57	2138.80		
			N 00°28'13" W	564.51
3248.87	-5051.20	2703.31		

Closure Error Distance < 0.01 Error Bearings < 5.26°31'03" W  
 Closure Precision > 1 in 438455.6 Total Distance > 2703.31  
 Polyline Area: 435256.2 sq ft, 9.99 acres

**Landmark SURVEYING & MAPPING INC.**  
 Email: [landmarksurveying@bellsouth.net](mailto:landmarksurveying@bellsouth.net)  
 Website: [www.landmarksurveying.com](http://www.landmarksurveying.com)  
 Office: (785) 262-2625 Fax: (785) 262-1580  
 301 North Broadway, P.O. Box 97  
 Abilene, Kansas 67410

Project #: 10-6162\_PLAT  
 Date of Plat: 10/4/10  
 Drawn By: JPJ Client: La Estancia Partners, LLC  
 Checked By: TR

Sheet 1 of 2

# The Final Plat of Estancia Addition

to the City of Dodge City, Ford County, Kansas  
A Replat of a portion of Blocks 6 & 7, Ross Addition and a Parcel of land located in the Southeast Quarter of Section 14, Township 26 South, Range 25 West of the 6th Principal Meridian

## OWNERS CERTIFICATE

The undersigned, Gregory B. Starks and Ed Stewart, Jr., hereby certify that they are the President and Secretary respectively, and are duly authorized as an agent for Methodist Hospital Association, Inc., a Kansas not-for-profit corporation and has caused to be laid out and platted a tract of land to be called "Estancia Addition" an addition to the City of Dodge City, Ford County, Kansas, which includes portions of the following:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 7, Ross Addition to the City of Dodge City, Ford County, Kansas; and all of the West Half of the vacated North Bend Avenue lying immediately East of and fronting said Lots; AND

All of Lots 9, 10, 11, 12, 13, 14 and 15, Block 6, Ross Addition to the City of Dodge City, Ford County, Kansas; and all of the East Half of the vacated North Bend Avenue lying immediately West of and fronting said Lots; AND

All of the South Half of vacated Plains Street lying immediately North of Lots 1, 2, 3, and 4, Block 7, and immediately North of Lot 15, Block 6, including that part of the vacated intersection of North Bend Avenue and the South Half of Plains Street, all in Ross Addition to the City of Dodge City, Ford County, Kansas; AND

A tract of land lying South of Lots 1, 2, and 3 and West of Lots 6, 7, 8 and 9, Block 7, Ross Addition to the City of Dodge City, Ford County, Kansas, more fully described as follows: Commencing at the Southwest corner of Lot 1, Block 7, of said Ross Addition, thence South 89 degrees 27 minutes 26 seconds East, (Bearings based on the original Plat of said Ross Addition) along the South line of Lots 1, 2 and 3, Block 7, of said Ross Addition for a distance of 320.00 feet; thence South 0 degrees 28 minutes 13 seconds East along the West line of Lot 6, 7, 8 and 9, Block 7, of said Ross Addition for a distance of 393.94, to the Southwest corner of Lot 9, Block 7, of said Ross Addition; thence at right angles to the previous course South 89 degrees 31 minutes 47 seconds West for a distance of 319.95 feet to the East Right of Way line of Sixth Avenue; thence North 0 degrees 28 minutes 13 seconds West along the East Right of Way line of Sixth Avenue for a distance of 399.60 feet to the point of beginning, said descriptive tract containing 2.91 acres, more or less.

The undersigned, as such owners, do hereby state that all street right-of-ways as shown on this plat are hereby dedicated to the public. An easement and license to locate, construct, operate, inspect, replace and maintain, or authorize the locations, construction, operation, inspection, replacement and maintenance of poles, wire, conduits, water, gas, and sewer pipes; required drainage channels or structures; hard and impervious surfaces; or other structures necessary to carry out the function of the easement, upon the area marked for easements on this plat, is also hereby dedicated to the public. When and if, used on this plat, the term "utility" shall include, by way of example, but not limited to, sewer, water, gas, electricity, cable t.v. and telephone. When and if, used on this plat, the term "travel" shall include all forms of travel, by whatever means, unless the term is limited by other words or phrases, such as, "pedestrian travel", etc. The undersigned acknowledge that pursuant to K.S.A. 12-406, the dedication of right-of-way and easements to the public constitutes a conveyance thereof to the City of Dodge City, Ford County, Kansas, in trust, for the uses named, expressed or intended.

Methodist Hospital Association, Inc., a Kansas not-for-profit corporation

Gregory B. Starks, President

Ed Stewart, Jr., Secretary

## NOTARY CERTIFICATE

State of Kansas )  
County of Ford ) SS

Before me, a Notary Public, within and for said County and State, personally known to me to be the legal parties who executed the above and foregoing instrument and acknowledged to me that said parties executed the same as a free and voluntary act and deed for the purposes set forth.

In witness whereof, I have hereunto put my hand and seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public

## SURVEYOR'S CERTIFICATE

I, Thad C. Reynolds, the undersigned, do hereby certify that I am, by profession, a land surveyor, and that the plat of "Estancia Addition", an addition to the City of Dodge City, Ford County, Kansas correctly represents a survey made under my supervision on the 12th day of July, 2010, and that all monuments shown herein actually exist and their positions are correctly shown. This survey meets the Kansas Minimum Standards for the Practice of Land Surveying of a tract of land which includes portions of the following:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 7, Ross Addition to the City of Dodge City, Ford County, Kansas; and all of the West Half of the vacated North Bend Avenue lying immediately East of and fronting said Lots; AND

All of Lots 9, 10, 11, 12, 13, 14 and 15, Block 6, Ross Addition to the City of Dodge City, Ford County, Kansas; and all of the East Half of the vacated North Bend Avenue lying immediately West of and fronting said Lots; AND

All of the South Half of vacated Plains Street lying immediately North of Lots 1, 2, 3, and 4, Block 7, and immediately North of Lot 15, Block 6, including that part of the vacated intersection of North Bend Avenue and the South Half of Plains Street, all in Ross Addition to the City of Dodge City, Ford County, Kansas; AND

A tract of land lying South of Lots 1, 2, and 3 and West of Lots 6, 7, 8 and 9, Block 7, Ross Addition to the City of Dodge City, Ford County, Kansas, more fully described as follows: Commencing at the Southwest corner of Lot 1, Block 7, of said Ross Addition, thence South 89 degrees 27 minutes 26 seconds East, (Bearings based on the original Plat of said Ross Addition) along the South line of Lots 1, 2 and 3, Block 7, of said Ross Addition for a distance of 320.00 feet; thence South 0 degrees 28 minutes 13 seconds East along the West line of Lot 6, 7, 8 and 9, Block 7, of said Ross Addition for a distance of 393.94, to the Southwest corner of Lot 9, Block 7, of said Ross Addition; thence at right angles to the previous course South 89 degrees 31 minutes 47 seconds West for a distance of 319.95 feet to the East Right of Way line of Sixth Avenue; thence North 0 degrees 28 minutes 13 seconds West along the East Right of Way line of Sixth Avenue for a distance of 399.60 feet to the point of beginning, said descriptive tract containing 2.91 acres, more or less.

Thad C. Reynolds L.S. # 1354

## COUNTY SURVEYOR CERTIFICATE

State of Kansas )  
County of Ford ) SS

This plat has been examined this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010 for compliance with the requirements of the act concerning land surveys in the State of Kansas, K.S.A. 58-2005.

Edward W. Eham, County Surveyor, Ford County, Kansas

## DODGE CITY ZONING BOARD

This plat of "Estancia Addition" has been submitted to and approved by the Dodge City Zoning Board this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Chairman, Billy Manning, PhD

Secretary, Dennis L. Venach



## CITY APPROVAL

State of Kansas )  
City of Dodge City ) SS

The above and foregoing document known as "Estancia Addition" to the City of Dodge City, Ford County, Kansas, having been submitted to the governing body of the City of Dodge City, Ford County, Kansas at the regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, has been examined and considered and the same is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

The City of Dodge City, Kansas

Kent Smoil, Mayor

Nannette Pogue, City Clerk

## TRANSFER RECORD CERTIFICATE

This is to certify that this instrument was entered into the transfer record on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Sharon Seibel, Ford County Clerk

## REGISTER OF DEEDS CERTIFICATE

State of Kansas )  
County of Ford ) SS

This is to certify that this instrument was filed for record in the Office of Ford County Register of Deeds on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, and is duly recorded.

Brenda Pogue, Ford County Register of Deeds



Landmark  
SURVEYING & MAPPING INC.  
Email: landmarksurvey@bellsouth.net  
Web: www.landmarksurveying.com  
Office: 301 North Broadway, P.O. Box 97  
Abilene, Kansas 67410

Date of Plat:	10/4/10	Project #:	10-6162_PLAT
Drawn By:	JPJ	Client:	La Estancia Partners, LLC
Checked By:	TR		Sheet 2 of 2

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# Memorandum

*To:* City Manager  
Assistant City Manager  
City Commissioners

*From:* Joseph E Finley, P.E.  
Director of Engineering Services

*Date:* October 27, 2010

*Subject:* Property Acquisition for Waste  
Water Reclamation Plant (WWRP)

*Agenda Item:* New Business

---

**Recommendation:** Approve appraisal recommendation and authorize staff and SMH to negotiate final offer with property owners.

**Background:** In order to transport wastewater to the new WWRP and transport the treated water to the golf course it is necessary to construct gravity sewer mains, forcemains and a pump station. As most of these new lines will be constructed in property in the county that do not have any public utility easements, the City will need to acquire permanent easements, construction easements, and property for the pump stations. Because State Funds are being used for the construction of the WWRP, the City is required to follow the Uniform Act for Property Acquisition. Earlier this year the City contracted with SMH to provide professional services to insure compliance with this requirement. The appraisals have been completed on seven parcels and we are waiting on 7-10 other parcels. Five of the seven parcels are for the forcemain and pump station project and the remaining two are for a portion of the treated water and the gravity line.

**Justification:** Without the acquisition of these parcels the project cannot proceed. Currently the WWRP will be completed in early 2011. Accepting these values and allowing staff to negotiate further will allow this part of the project to proceed.

**Financial Considerations:** The appraisal has recommended the following offers:

Tract 8-Bartell Truck Lines	\$2,593
Tract 2-Barbara Higby	\$1,000
Tract 1 Gerard & Diane Lix	\$4,528
Tract 26 Prather	\$1,200
Tract 27 Angel & Julia Romero	\$7,500
Tract 15 Inosencia & Maria Serrano	\$6,057
Tract 23 Kliessen	<u>\$3,200</u>
Total	\$26,078

The low interest loan will not pay for property acquisition costs. Therefore, funds from the Wastewater treatment budget will be used to pay for these costs.

**Purpose/Mission:** The purchasing of this property will insure the completion of the WWRP, which will allow for the future growth of the City.

**Legal Considerations:** Once the offers or counter offers have been accepted, the City will enter into agreement with the owners and be responsible for payment of the final negotiated purchase price.

**Attachments:** None

## *Memorandum*

*To: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager*

*From: Nannette Pogue* 

*Date: October 28, 2010*

*Subject: Approval of Contract for Naming Rights of the arena at the  
Special Events Center  
Agenda Item New Business*

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**Recommendation:** It is recommended that the Contract with United Wireless be approved.

**Background:** Kelley Linn, Director of Sales for Global Entertainment Marketing Systems has been working to secure Corporate Sponsors for the Dodge City/Ford County Events Center. United Wireless has agreed to be the Corporate Sponsor for naming rights for the Arena. For their sponsorship, they will receive:

Naming Rights for the Dodge City Ford County Events Center Arena; Three building name and United Wireless logos on exterior arena signage, all arena promotional material, clothing, advertising, ticketing, marketing and all other materials related to the area; Exclusive marketing within the building with regard cable, telephone, internet, and wireless communications; and Name of arena on center ice.

**Justification:** The Corporate Sponsorships are an important funding source for the new Special Events Center.

**Financial Considerations:** Per the agreement, United Wireless will make payments outlined in Schedule C.

**Purpose/Mission:** To promote quality of life in Dodge City and Ford County and move the community forward.

**Legal Considerations:** None

**Attachments:** Dodge City/Ford County Events Center Corporate Sponsorship Agreement with United Wireless

**Dodge City / Ford County Events Center**  
**CORPORATE SPONSORSHIP AGREEMENT**

This Corporate Sponsorship Agreement (this “**Agreement**”) is made as of September 22, 2010, by and between: The Dodge City / Ford County, Kansas, owner of the Dodge City / Ford County Events Center (the “**DCFCEC**”), as represented by Global Entertainment Marketing Systems, Inc. (“**GEMS**”), serving as sales agent for the DCFCEC, and

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**United Wireless**  
 (“**Corporate Sponsor**”).

**RECITALS**

- A. Global Dodge City / Ford County LLC, operates the DCFCEC under contract with the Dodge City / Ford County, Kansas.
- B. Corporate Sponsor wishes to advertise market, sell, distribute or otherwise promote its products and/or services through one or more DCFCEC advertising programs and the DCFCEC is willing to grant to Corporate Sponsor certain rights and privileges for that purpose, upon and subject to the terms and conditions hereinafter set forth.

**COVENANTS**

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained including the Recitals above, the parties agree as follows:

- 1. **Grant of Advertising Rights.** On and subject to the terms and conditions contained herein, the DCFCEC hereby grants to the Corporate Sponsor the rights set forth on Schedule A attached hereto and incorporated herein by this reference (the “**Corporate Sponsorship Rights**”).
- 2. **Obligations of Corporate Sponsor.** On and subject to the terms and conditions contained herein the Corporate Sponsor shall abide by the terms of this Agreement including, without limitation, the obligations outlined in Schedule B attached hereto and incorporated herein by this reference.
- 3. **Payment for Sponsorship Rights.** Corporate Sponsor shall pay, grant and perform, and the DCFCEC shall be entitled to the payment, grant and performance by the Corporate Sponsor of, the fees, rights and obligations, in the amounts and on the terms, set forth on Schedule C attached hereto and incorporated herein by this reference.

**Term.** The term of this Agreement shall commence on October 22, 2010 and shall expire on December 31, 2020 (the “**Term**”), unless sooner terminated in accordance with the provisions of this Agreement.

4. **Promotional Materials.** Corporate Sponsor shall, at its sole cost, deliver to the DCFCEC all advertising copy, camera-**ready** artwork or film needed for the development of signage and other promotional materials (“**Corporate Sponsor Materials**”). All Corporate Sponsor Materials submitted for use in the DCFCEC shall be prepared according to the DCFCEC’s requirements. The Corporate Sponsor Materials must be approved by the DCFCEC prior to their use in or in connection with the DCFCEC. The DCFCEC may prohibit the use of any Corporate Sponsor Materials if, in its sole opinion, such materials contain objectionable matter of any nature or violate any obligation of the DCFCEC or its manager. The costs associated with placing the Corporate Sponsor Materials in final artwork, advertising copy, transparencies, signage and any other materials listed in Schedule A are included in the prices listed in Schedule C. Corporate Sponsor shall supply all proposed Corporate Sponsor Materials by November 15, 2010 or additional charges may be incurred. Any changes to the signage and promotional material after the initial development will be at the sole cost of the Corporate Sponsor.
  
5. **Force Majeure.** Any delay, interruption, diminution or failure, in whole or in part, in the providing of the rights granted herein due to power blackout, war, riot, insurrection state of emergency, labor disputes, strike, boycott, governmental condemnation, fire, flood, accident, electrical failure, storm, act of God or any cause beyond the reasonable control of the DCFCEC shall not constitute a breach of the Agreement, and the DCFCEC shall not be responsible or liable for any damages to the Corporate Sponsor as result thereof.
  
6. **Reservation of Rights.**
  - (A) Corporate Sponsor’s trade names, trademarks, service marks, logos, designs, identifications, decals, artwork and other symbols and devises relating to Corporate Sponsor or its products or services and utilized in connection with the exercise of the rights granted to Corporate Sponsor hereunder (“**Corporate Sponsor Property**”) shall remain the property of the Corporate Sponsor. Any and all rights to the Corporate Sponsor Property arising under trademark or copyright law or otherwise relating to such items will inure to the benefit of the Corporate Sponsor. Except as expressly provided herein, the DCFCEC is not licensed or otherwise authorized to use in any way Corporate Sponsor Property and no use by the DCFCEC of Corporate Sponsor Property may be undertaken without Corporate Sponsor’s prior written consent. Corporate Sponsor guarantees that neither the Corporate Sponsor Material nor the Corporate Sponsor Property, nor the use of either, will infringe on any rights of any third party.

- (B) The trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the DCFCEC (“**DCFCEC Property**”) will remain the property of the DCFCEC. Any and all rights to the DCFCEC Property arising under trademark or copyright law or otherwise relating to such items will inure to the benefit of the DCFCEC. The right to use the DCFCEC’s property, as permitted under this Agreement is non-assignable, non-exclusive, and non-transferable by Corporate Sponsor. Except as expressly provided herein, Corporate Sponsor is not licensed or otherwise authorized to use in any way DCFCEC’s Property and no use by Corporate Sponsor of DCFCEC’s Property may be undertaken without the DCFCEC’s prior written consent.

7. **Use of Property.**

- (A) Corporate Sponsor hereby grants to the DCFCEC the right to use the Corporate Sponsor Property in conjunction with the implementation of this Agreement. Corporate Sponsor will have the opportunity to review all uses of Corporate Sponsor Property by the DCFCEC. Upon termination of this Agreement, the DCFCEC shall cease using Corporate Sponsor Property and, as soon as practicable, will cause any Corporate Sponsor signage to be painted over, covered or removed.
- (B) The DCFCEC hereby grants to Corporate Sponsor the right to use the DCFCEC Property in conjunction with the implementation of this Agreement. The DCFCEC will have the opportunity to approve all uses of the DCFCEC Property by Corporate Sponsor. Upon termination of the Agreement, Corporate Sponsor shall cease using the DCFCEC Property.

8. **Indemnification.**

- (A) Corporate Sponsor shall defend, indemnify and hold harmless the DCFCEC, GEMS, Global of Dodge City / Ford County, LLC (including its parent and affiliates), and all of their respective members, manager, parents, affiliated entities, partners, directors, officers, employees, agents, customer, distributors and assigns, from any suit, cost, loss, damage or expense (including reasonable attorney’s fees) arising from any claim by any party resulting from any of the following: (a) the pictorial, word or other content of any Corporate Sponsor Materials or Corporate Sponsor Property, or (b) any product or service offered or provided by Corporate Sponsor, or (c) the negligent or other wrongful acts or omissions of Corporate Sponsor, its officers, employees or agents, in connection with this Agreement, or (d) the breach by Corporate Sponsor under this Agreement.

(B) The DCFCEC shall give Corporate Sponsor prompt notice of any claim or suit to which this Section 9 is applicable, and the DCFCEC will use its commercially reasonable efforts to cooperate with Corporate Sponsor in its defense of such action.

(C) The provisions of this Section 9 shall survive termination or expiration of this Agreement.

9. **Termination for Breach; Limitation of Liability.** If Corporate Sponsor fails in any material respect to perform its obligations under this Agreement, and such breach is not cured within ten (10) days after written notice of termination is given by the DCFCEC (which cure period may be extended up to an additional sixty (60) days if the nature of the breach is non-monetary and cannot reasonably be cured in such a 10-day period and Corporate Sponsor commences to cure within such 10-day period and proceeds with due diligence to complete such cure) the DCFCEC shall be entitled to terminate this Agreement. The parties acknowledge that it would be difficult to determine the exact amount of damages in the event Corporate Sponsor fails to make timely payment as indicated herein. Therefore, in the event Corporate Sponsor breaches its obligation to make payment as referred to in Schedule C to this Agreement, Corporate Sponsor shall immediately pay liquidated damages to the DCFCEC in an amount equal to fifty percent (50%) of the total of the remaining payments due for the remainder of the Term, such amount being a reasonable estimate of the amount of damages the DCFCEC would incur in the event of such breach by Corporate Sponsor. Notwithstanding anything to the contrary in this Agreement, the termination or expiration of this Agreement shall not affect the obligations of the parties hereunder that have accrued during or with respect to the period prior to the date of termination or expiration. In no event will the DCFCEC, GEMS, or Global of Dodge City / Ford County, LLC (including its parent and affiliates) be liable to Corporate Sponsor for indirect, special, incidental or consequential damages of any kind, whether or not they were aware of the possibility of such damages. Further, the DCFCEC, GEMS and Global of Dodge City / Ford County, LLC disclaim, and Corporate Sponsor waives, any and all warranties of any kind or nature, express or implied (including the implied warranties of merchantability and fitness for a particular purpose).
10. **Governmental Regulation.** This Agreement is subject in all respects to the terms and conditions of the licenses and permits held by DCFCEC or by which the DCFCEC properties are bound and by all applicable federal, state and municipal laws, regulations ordinances and decisions, whether existing or hereafter enacted, including the regulations and actions of all governmental administrative agencies having jurisdiction.
11. **Assignments; Binding Effect.** Corporate Sponsor shall not assign this Agreement or any of its rights or obligations hereunder or grant to any other person or entity in any other manner any of its rights hereunder except with the

prior written consent of the DCFCEC, which may not be unreasonably withheld. However, any such assignment shall not relieve Corporate Sponsor from its obligations and duties hereunder. DCFCEC may assign this Agreement upon notice to Corporate Sponsor, and upon the assumption by any assignee of the obligations of the DCFCEC hereunder, the DCFCEC shall be relieved of all covenants, obligations and liabilities accented thereafter under this Agreement. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors and permitted assigns.

12. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed to or construed as creating a principal/agent relation, partnership or joint venture between Corporate Sponsor and DCFCEC, GEMS or Global of Dodge City / Ford County, LLC or cause the DCFCEC, GEMS or Global of Dodge City / Ford County, LLC to be responsible in any way for the debts or obligations of Corporate Sponsor. Nothing in this Agreement may be construed to establish any rights in any third party other than as specifically set forth herein.
13. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be deemed properly given if delivered in person or by confirmed facsimile transmission or deposited with the U.S. mail, postage prepaid, certified mail return receipt requested, addressed as set forth below or to such other person or place as each party may from time to time designate in written notice to the other hereunder.

If to Corporate Sponsor:      United Wireless  
Corporate Office  
1107 McArtor Road  
Dodge City, KS 67801  
Attn: General Manager

If to DCFCEC:                      Dodge City/Ford County Events Center  
314 W. Spruce Street  
Dodge City, KS 67801  
Attn: Director of Sales  
Tel. 620-371-7390

with a copy to:                      Global of Dodge City/Ford County, LLC  
Attn. Chief Administrative Officer  
1600 N. Desert Drive, Suite 301  
Tempe, Arizona 85281  
Tel. 480/994-0772

14. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties regarding the subject matter hereof and may be amended only by a writing duly executed by executive officers of both the parties hereto.

15. **Governing Law; Jurisdiction.** This Agreement shall be subject to and governed by the laws of the State of Kansas. In the event an action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.
16. **Facsimile Signatures; Counterparts.** The delivery of an executed copy of this Agreement or of any amendment hereto, including any and all amendments to any Schedule to this Agreement, made by facsimile transmission by any party to the other party hereto shall constitute effective delivery of such document by such transmitting party to such receiving party, and any executed facsimile copy so delivered shall be deemed equivalent to an executed original. This Agreement and any amendments hereto, including any and all amendments to any Schedule to this Agreement may be signed in two or more counterparts, and all counterparts' signature pages, taken together, shall constitute one executed original.
17. **Headings.** Section headings contained in this Agreement are for the convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Agreement.
18. **Non-waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right hereunder.
19. **Construction.** All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number or gender, as the context may require.
20. **No Commissions.** Corporate Sponsor represents that it has not dealt with any other agent or person to whom the payment of a commission or other remuneration of any kind is required to be paid by DCFCEC by reason of the execution and delivery of this Agreement.
21. **Arbitration:**  
Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration hearing shall take place in the Wichita, KS, metropolitan area.

**This Agreement embodies the entire agreement between the parties with respect to the subject matter of this agreement, and supersedes all prior proposals, agreements and understandings relating to the subject matter hereof.**

United Wireless  
1107 McArtor Road  
Dodge City, KS 67801

Dodge City/Ford County Events Center  
*(Represented by)*  
Global Entertainment Marketing Systems,  
Inc.

---

Authorized Signatory (Print)

---

Authorized Signatory (Print)

---

Authorized Signatory (Sign)

---

Authorized Signatory (Sign)

---

Title of Signatory

---

Title of Signatory

---

Date

---

Date

**Schedule A**

**(Corporate Sponsor Rights)**

**CORPORATE SPONSOR SHALL RECEIVE THE FOLLOWING:**

- Naming Rights for the Dodge City Ford County Events Center Arena
- Three (3) building name and United Wireless logo on exterior arena signage, all arena promotional material, clothing, advertising, ticketing, marketing, and all other materials related to the arena.
- Exclusive marketing within the building with regard cable, telephone, internet, and wireless communications.
- Name of arena on center ice. Once a tenant team develops, name of team will go on center ice, and will be surrounded by the arena name

**Schedule B**

**(Certain Corporate Sponsor Obligations)**

**The following terms are the responsibility of the CORPORATE SPONSOR.**

- provide payment according to Schedule C
- provide graphics/content for all signage in package

**Schedule C**

**Payment Terms**

Most forms of payment are accepted. Invoices will be provided.

**PAYMENT SCHEDULE**

<b><u>YEAR</u></b>	<b><u>PAYMENT NO.</u></b>	<b><u>AMOUNT</u></b>	<b><u>PAYMENT DUE DATE</u></b>
2010/2011	No. 1	\$60,000.00	Due @contract signing
2012	No. 2	\$62,400.00	October 15, 2011
2013	No. 3	\$64,896.00	October 15, 2012
2014	No. 4	\$67,491.84	October 15, 2013
2015	No. 5	\$70,191.51	October 15, 2014
2016	No. 6	\$72,999.17	October 15, 2015
2017	No. 7	\$75,919.14	October 15, 2016
2018	No. 8	\$78,955.91	October 15, 2017
2019	No. 9	\$82,903.71	October 15, 2018
2020	No. 10	\$86,219.86	October 15, 2019

**Remit All Payments To:**

**Global of DCFC, LLC**  
314 W. Spruce Street  
Dodge City, KS 67801  
**Attn: Director of Finance**



2'-7"
7'-6"
2'-6 1/2"
3'-7"

# UNITED WIRELESS Arena

18'-10"
16'-10 1/2"

**SPECIFICATIONS**

- INTERNALLY-ILLUMINATED CHANNEL FORM LETTERS/LOGO.
- WHITE TRIM CAPS AND RETURNS.
- UNITED WIRELESS - WHITE ACRYLIC FACES WITH APPLIED VINYL IN 3630-33 RED AND 3630-157 SULTAN BLUE (LOGO/WIRELESS/ARENA - ALL WITH 1/2" INLINE).
- INSTALLED ON RACEWAYS PAINTED TO MATCH BUILDING FASCIA.
- ILLUMINATED WITH WHITE LED.

**CUSTOMER:** DODGE CITY/FORD CO.  
**NAME:** BOB TAMBORSKI  
**LOCATION:** 4000 W. COMANCHE  
 DODGE CITY, KS 67801

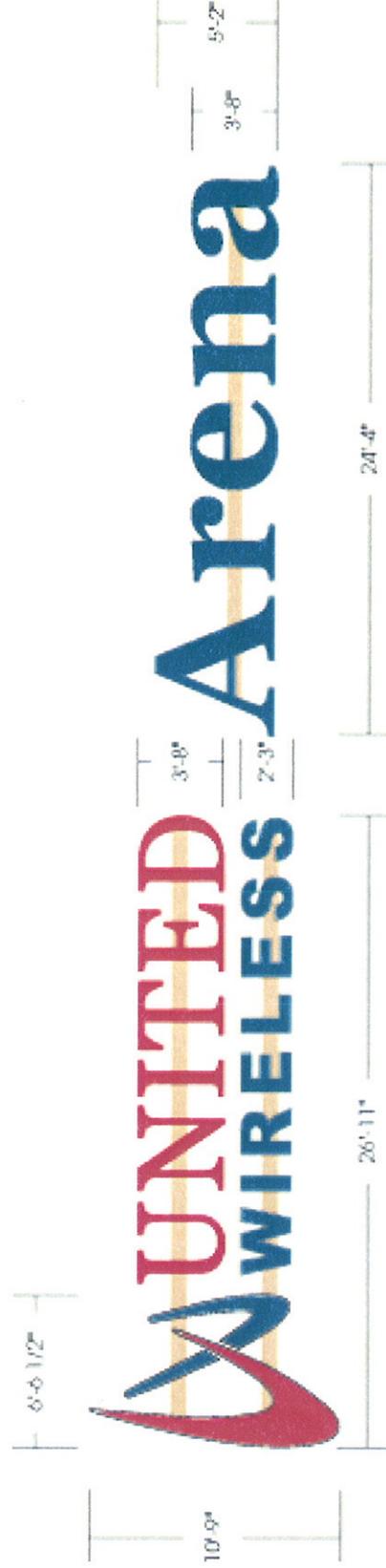
**DATE:** 10/25/10  
**DESIGN NO:** NH-3314-5 A  
**ARTIST:** AW  
**SCALE:** 1/8" = 1'

**APPROVED:**

**DATE:**



**LUMINOUS Acrylic Inc**  
ART & SIGN SYSTEMS



**SPECIFICATIONS**

- INTERNALLY-ILLUMINATED CHANNEL FORM LOGOS/LETTERS.
- BLACK TRIM CAPS AND RETURNS.
- WHITE ACRYLIC FACES WITH APPLIED VINYL IN 3630-33 RED AND 3630-157 SULTAN BLUE (1/2" INLINE ON LOGO/WIRELESS/ARENA LETTERS).
- INSTALLED ON RACEWAYS PAINTED TO MATCH BUILDING FASCIA.
- ILLUMINATED WITH WHITE LED.

**CUSTOMER:** DODGE CITY/FORD CO.  
**NAME:** BOB TAMBORSKI  
**LOCATION:** 4000 W. COMANCHE  
 DODGE CITY, KS 67801

**DATE:** 10/25/10  
**DESIGN NO:** NH-3849 A  
**ARTIST:** AW

**SCALE:** 1/8" = 1'

**APPROVED:**

**DATE:**



**LUMINOUS NEON INC**  
**ART & SIGN SYSTEMS**

# Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis 

Date: October 29, 2010

Subject: Board Appointment  
Recommendation

Agenda Item: Consent Calendar

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**Recommendation:** Staff recommends accepting the recommendation of the Golf Course Advisory Board to appoint Bob Carlson to fill an unexpired term on the Advisory Board.

**Background:** Due to ongoing demands of his job, Casey Malek announced his resignation at a prior meeting of the Golf Course Advisory Board. The Advisory Board solicited potential replacements and identified two individuals interested in filling the vacancy, Ron Herrman and Bob Carlson. Both individuals expressed a desire to serve and have a strong interest in the golf course and would be excellent contributors to the Board. At their meeting this month, the Advisory Board voted to recommend to the Commission that Bob Carlson be appointed to fill the vacancy. This term expires in January of 2013.

**Justification:** Mr. Carlson is a regular player at Mariah Hills. As a former City Commissioner he is well versed in City operations, including the golf course and understands the Advisory Board concept.

**Financial Considerations:** N/A

**Purpose/Mission:** This action is consistent with the City's Mission Statement that values open communication with the community. Mr. Carlson will bring valuable experience and insight to the Advisory Board and will help foster the communication to drive ongoing improvements at Mariah Hills.

**Legal Considerations:** N/A

**Attachments:** None