

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, May 21, 2012

7:00 p.m.

MEETING #4888

CALL TO ORDER

ROLL CALL

INVOCATION by Rev. Darrell Hendrickson of the First Church of God

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Byrne Memorial Justice Assistance Grant for Equipment for the Dodge City Police Department.

PETITIONS & PROCLAMATIONS

National Public Works Week 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).

Summer Bates – Director of the Carnegie Center for the Arts

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, May 7, 2012;
2. Approval of City Commission Work Session minutes, May 7, 2012;
3. Appropriation Ordinance No. 10, May 21, 2012;
4. Cereal Malt Beverage Licenses;
 - a. Tianguis's Carniceria LLC, 512 S. 2nd Avenue
 - b. Alpha Git-N-Go, 2305 W. Wyatt Earp Blvd.
5. Approval of Lease with Crotts Aircraft Service, Inc. at the Airport.

ORDINANCES & RESOLUTIONS

Ordinance No. 3536: An Ordinance Levying Special Assessments on Certain Property (Interfaith Housing Project) to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized by Resolution No. 2010-13 and 2010-04 and Providing for the Collection of Such Special Assessments. Report by Director of Finance/City Clerk, Nannette Pogue.

Ordinance No. 3537: An Ordinance Establishing No Parking on 14th Avenue From McArtor Road to the South City Limits and Providing Penalties for the Violation of the Provisions of this Ordinance. Report by Director of Engineering Services, Ray Slattery.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Contract with Finney County Committee on Aging for Public Transportation Dispatch. Report by Director of Parks & Recreation, Paul Lewis.

OTHER BUSINESS

ADJOURNMENT

May 15, 2012

To: Ken Strobel
Cherise Tieben

From: Craig Mellecker, Chief of Police

RE: Edward Byrne Justice Assistance Grant Program

The Dodge City Police Department is eligible for grant funds from the 2012 Edward Byrne Memorial Justice Assistance Grant program. Under this grant program the Dodge City Police Department has been allocated \$15,823. This grant does not require a local match. The grant provides funds for use in a number of stated areas, including the application we will be submitting. It is our plan to use these funds to enhance our ability to process crime scenes in low light or dark conditions and to communicate with barricaded subjects or large crowds with a public address system.

The Police Department has been working with the Ford County Sheriff's Department on various criminal investigations and public safety issues surrounding large scale public events. The light towers being requested below will aid the detectives in processing crime scenes at night. Currently neither department has adequate lighting to process a crime scene at night. These light towers can also be used during large scale public events as emergency lighting.

The public address system being requested can be used during barricaded suspect situations. Currently we use a hand held bull horn to communicate with a barricaded subject if the special crisis phone system is unable to be safely delivered to the suspect. This system allows a speaker to be placed facing the suspect's residence and a wireless microphone is used by the negotiator who would be in a safe location out of harms way. This system can also be used at large scale public events to keep the audience apprised of weather conditions or any other message that is deemed necessary.

Below is a break down of the costs associated with this request:

A. Amida light towers model: AL406004MH Qty: 2	Total cost \$10,586.60
B. Mipro model: MA808 public address system Qty: 2	Total cost \$5,236.40
	Total cost \$15,823.00

Thank you

Craig Mellecker
Chief of Police

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers , streets and highways, public buildings, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Rick Sowers, Mayor of the City of Dodge City, do hereby proclaim the week of May 20 through May 26, 2012 as

“NATIONAL PUBLIC WORKS WEEK”

in the City of Dodge City, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and the Seal of the City of Dodge City this 21st day of May, 2012.

Rick Sowers, Mayor

Attest

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, May 7, 2012

7:00 p.m.

MEETING #4886

CALL TO ORDER

ROLL CALL: Commissioners Rick Sowers, Kent Smoll, Michael Weece, Brian Delzeit and Jim Sherer.

INVOCATION by Pastor Darill Hendrickson of the First Church of God

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on
Wagon Wheel Assessments;
Beeson Court Subdivision Assessments;
Interfaith Housing Project; and
Consideration of the Establishment of an RHID District and Development Plan for
Candletree 5,

Mayor Rick Sowers closed the Public Hearing.

PETITIONS & PROCLAMATIONS

- National Train Day Proclamation was presented by Melissa McCoy, Project Development Coordinator.
- National Tourism Week Proclamation was presented by Marshall Alan Bailey.
- National Foster Care Month Proclamation was presented by Amanda Seimens.

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).

Carolyn Henry of the American Red Cross;
Dr. Trotter with RoundUp Rodeo...Dodge City RoundUp will be inducted to Hall of Fame;
Jim Johnson with Trail of Fame;
Connie Penick with Depot Theater Company;
Bill Miller spoke about the Depot Theater;
Lara Brehm with Boot Hill Museum ; and
Jessi Rabe with Boot Hill Casino and Resort

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, April 16, 2012;
2. Approval of City Commission Special Meeting minutes, April 23, 2012;
3. Appropriation Ordinance No. 9, May 7, 2012;
4. Approval of Easement and Contract for Sewer Service for the new control building of Koch Nitrogen Company.
5. Approval of Fireworks Contract with Wald's All American Display Fireworks.
6. Approval of Suspension of Cereal Malt Beverage License for H&J Food Mart, 510 E. Wyatt Earp.

Commissioner Kent Smoll moved to approve the Consent Calendar as presented, seconded by Commissioner Brian Delzeit. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3533: Commissioner Michael Weece moved to approve an Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Candletree 5). Commissioner Jim Sherer seconded the motion. Motion passed unanimously.

Ordinance No. 3534: Commissioner Kent Smoll moved to approve an Ordinance Levying Special Assessments on Certain Property (Wagon Wheel Addition) to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized by Resolution No. 2011-06 and Providing for the Collection of Such Special Assessments. Commissioner Michael Weece seconded the motion. Motion passed unanimously.

Ordinance No. 3535: Commissioner Jim Sherer moved to approve an Ordinance Levying Special Assessments on Certain Property (Beeson Court Subdivision) to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized by Resolution No. 2009-11, 2009-12 and 2009-13 and Providing for the Collection of Such Special Assessments. Commissioner Kent Smoll seconded the motion. Motion passed unanimously.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Jim Sherer moved to approve of the 2012 Street Program. Commissioner Michael Weece seconded the motion. Motion passed unanimously.

2. Commissioner Kent Smoll moved to approve a Contract with BHC Rhodes for Design of Comanche Street from 14th Street to US 50 in the amount of \$376,991.00 pending review by City Attorney and authorize City Manager to sign contract. Commissioner Michael Weece seconded the motion. Motion passed 4-1, Commissioner Jim Sherer opposed.
3. Commissioner Michael Weece moved to approve a Proposal from Klotz Sand Co., Inc. for the Construction of Infrastructure Improvements for the Candletree #5 Sub-Division in the amount of \$556,242.88. Commissioner Kent Smoll seconded the motion. Motion passed unanimously.
4. Commissioner Kent Smoll moved to approve a Quote from Toter, Inc. for Purchase of 1,248 Polykarts in the amount of \$62,308.00. Commissioner Michael Weece seconded the motion. Motion passed unanimously.

OTHER BUSINESS

City Manager, Ken Strobel:

- Reminder on May 14th at 6:00 p.m. there will be a Joint Meeting with City, County, School District and Community College at the USD 443 Learning Center.

Mayor, Rick Sowers:

- Attended Mary Spurgeon celebration for the statutes to be displayed at CVB. Thanked the Spurgeon Family;
- Thanked Dr. & Mary Trotter for sponsoring the Dodge City Art Contest – art will be displayed – thanked the kids of Dodge City for participating; and
- New Trolley is here.

Commissioner, Kent Smoll:

- Flew out of Garden City – on the way back had trouble getting back to Garden City. Asked about a flight through Denver and flights out of Dodge City were full.

ADJOURNMENT: Commissioner Jim Sherer moved to adjourn the meeting; Commissioner Michael Weece seconded the motion. The motion carried unanimously.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, May 7, 2012

5:00 p.m.

MEETING #4885

ROLL CALL: Mayor Rick Sowers, Commissioners Michael Weece, Kent Smoll, Brian Delzeit and Jim Sherer.

WORK SESSION

Discussion of Comanche Street Expansion.

EXECUTIVE SESSION

At 6:10 p.m., Commissioner Jim Sherer moved to adjourn to Executive Session to discuss Attorney/Client Privilege Matters and Employer/Employee Contract Negotiations and discussions prior to acquisition of real estate, to include Ken Strobel and Nannette Pogue, not to exceed 45 minutes. Commissioner Kent Smoll seconded the motion, motion carried 5-0.

The meeting reconvened to Regular Session at 6:50 p.m. Commissioner Jim Sherer moved to adjourn the meeting, Commissioner Kent Smoll seconded the motion. Motion carried unanimously.

Rick Sowers, 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 _____

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

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004 - 452641330F-01			
Name Ismael Hernandez	Phone No. (620) 227-2110	Date of Birth 6/26/54	
Residence Street Address 2201 Robin Rd	City Dodge city KS	Zip Code 67801	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Tianqui's Carniceria LLC	Name Same		
Business Location Address 512 s. 2nd Ave	Address		
City Dodge City State KS Zip 67801	City	State	Zip
Business Phone No. (620) 227-2110	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s)			

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>10</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <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

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

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

City or County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input 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): <u>Applied For</u>			
Name <u>Alan Finkeldei</u>	Phone No. <u>620-255-8839</u>	Date of Birth <u>7/15/54</u>	
Residence Street Address <u>1000 Wright Apt. A</u>	City <u>Dodge City</u>	State <u>Ks.</u>	Zip Code <u>67801</u>
Applicant Spousal Information <u>EIN # 45-522114</u>			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (if different from business address)	
DBA Name <u>Alpha Git-N-Go</u>	Name		
Business Location Address <u>2305 W. Wyatt Earp Blvd.</u>	Address		
City <u>Dodge City</u>	State <u>Ks.</u>	City	State Zip
Business Phone No. <u>620-371-</u>	<input type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s)			

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>57</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Have not been convicted of anything!</i>
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 type="checkbox"/> No <u>NA.</u>

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Mike Klein, Airport Manager

Date: May 17, 2012

Subject: Crotts Lease Agreement

Agenda Item: Consent Calendar

Recommendation:

It is staffs recommendation to approve the lease agreement between the City of Dodge City and Crotts Aircraft Service. Please find attached the updated Lease Agreement between the City of Dodge City and Crotts Aircraft Service for your review and ratification. The following section of the lease have been updated to include the starting date of the agreement, lease amount, CPI adjustment, term of the lease, insurance requirements, exclusive rights and 14 CFR Part 139, Airport Certification Manual, Section 321 “Hazardous Materials”, NFPA 2012.

The Lease commences on May 1, 2012 and expires on May 1, 2022 for a period of ten (10) years. Lessee shall have the option to renew the Lease for two (2) additional five (5) year terms unless the Lease has been terminated as a result of voluntary withdrawal, destruction of premises, or Lessee’s default or breach.

Background:

Crotts Aircraft Service is the Fixed Based Operator, (FBO) at the Dodge City Regional Airport since October 1, 1990. Crotts Aircraft Service provides; charter service, aircraft rentals, flight training, fuel service, hangar space, deicing, mechanical, major airframe repair and service for aircraft. Crotts has 12 full time employees and 2 part time employees including mechanics, pilots, flight instructors, office personnel and line service personnel.

At the current time, the airport has 32 single engine aircraft, 10 multi engine and 3 helicopters based at our airport. Crotts is responsible for housing all of the mentioned aircraft and maintaining all of the other services being provided.

Justification:

Continue to provide mentioned FBO services to the citizens of Dodge City.

Financial Considerations:

Crotts Aircraft Service shall pay the City of Dodge City a monthly sum of \$ 3,495.00 will commence on May 1, 2012.

Purpose/Mission:

Together we strive to make Dodge City a better place to live and maintain business.

Legal Considerations:

The lease agreement is for a term of ten years with two five year extensions.

Attachments:

Lease agreement.

**CITY OF DODGE CITY AIRPORT LEASE
WITH CROTTS AIRCRAFT SERVICE, INC.**

LEASE. This lease is made and entered into this 1st day of May, 2012 between the City of Dodge City, Kansas, a municipal corporation of the State of Kansas (City) and Crotts Aircraft Service, Inc. (Lessee)

1. PREMISES. The City, in consideration of the rent, agreements and conditions as set forth herein to be paid and performed by Lessee, does hereby lease to the Lessee, subject to the terms and conditions set forth herein, the land and facilities located at the Dodge City Regional Airport as described in Exhibit A, attached hereto and made a part hereof by this reference, and referred to herein after as the "Premises."

- (a) FBO office space, lobby, restrooms, pilot lounge, class rooms, apartment storage area and work shop,
main level 19 x 102 = 1938 sq. ft.
second level 19' x 92' = 1748, total 3686 sq. ft.
- (b) FBO Heated Hanger, 100' x 102' = 10,200 sq. ft.
- (c) Mechanical Heated Hanger, 125' x 83' = 10,375 sq. ft.
- (d) Paint Shed, 26' x 41' = 1,066 sq. ft.
- (e) Piper Hangar, 80' x 153' = 12,240 sq. ft.
- (f) Old Mechanical Hangar, 78' x 64' = 4,992 sq. ft.
- (g) Round Top Hangar, 50' x 46' = 2,300 sq. ft.
- (h) 12 T-Hangars, 11,964 sq. ft.
\$ 80.00 per unit x 12 = \$960.00 per month, annual sum \$ 11,520.00
- (i) Fuel Farm, (06¢) per gallon of aviation and jet fuel sold by the Lessee at the Dodge City Regional Airport.

City is the owner of all real property upon which the structures are located.
City owns the structures, (a through i).

A. Lessee shall pay the City a monthly sum of Three Thousand Four Hundred Ninety Five dollars (\$ 3,495.00) will commence on May 1, 2012.

Beginning October 1, 2012, said rental fee will change in proportion to the CPI-U Midwest Urban Cities (Consumer Price Index) of the most recent year of its calculation. Consumer price index shall be determined based upon the most recent consumer price index reflected in the Bureau of Labor and Statistics which may be found at the web link

http://data.bls.gov/servlet/SurveyOutputServlet?series_id=CUURA214SA0,CUUSA214SA0.

This change will affect the rental fee for all subsequent years of the Lease, including those resulting from any renewals, until its expiration. The City, as a courtesy, will provide written notice of this change at the end of the 2nd quarter of each calendar year; however this is not a requirement for the implementation of these annual fee changes.

A. Rent shall be payable the 1st of each month in installments as described above.

B. All rent shall be paid without prior demand therefore at the City's business office, Dodge City Regional Airport, P.O. Box 880, Dodge City, KS 67801.

3. FLOWAGE FEES

A. In consideration for the privilege of operating a fuel service on airport premises, the Lessee agrees to pay the City the sum of six cents (06¢) per gallon of aviation and jet fuel sold by the Lessee. These payments by the Lessee shall be made to the City on a monthly basis and no later than fifteen (15) days after the end of the month. Commencing and continuing throughout the term of this Lease, except as otherwise modified herein. The flowage fee herein provided shall be subject to annual review and adjustment by the City throughout the term of this Lease. If flowage fee is increased as a result of the annual review, the percentage of increase of such flowage fee for the coming year shall not exceed the percentage increase in the consumer price index between the time the Lease initially commences and the time such increase goes into effect. Lessee shall furnish to the City copies of receipts showing all aviation fuel received and sold during the preceding month.

4. LATE CHARGES.

In the event Lessee has failed to pay the rental fee and other amounts due to the City, on or before the tenth (10th) day of the month due, the Lessee shall owe, as additional rent, a late charge equal to five percent (5%) of the amount of the monthly payment(s) then due.

5. TERM.

The Lease commences on May 1, 2012 and expires on May 1, 2022, inclusive, a period of ten (10) years. The Lease may be extended by mutual agreement of the parties or in compliance with any option for renewal provided in Paragraph six (6).

6. OPTION TO RENEW:

A. Lessee shall have the option to renew the Lease for two (2) additional five (5) year terms unless the Lease has been terminated as a result of voluntary withdrawal, destruction of premises, or Lessee's default or breach.

B. Lessee shall deliver to the City written notice of its intent to renew at least sixty (60) days prior to the expiration of the original or renewal term then in effect.

C. The rent shall be adjusted each year during the renewal term of this Lease in proportion to the change in the CPI-U Midwest Urban Cities (Consumer Price Index) over the previous year prior to the expiration date.

D. Except for rental rate, all agreements and conditions in this Lease shall remain in full force and effect for the renewal term unless the parties otherwise agree in writing.

7. ACCEPTANCE OF PREMISES, CONDITION REPORT:

A. Lessee acknowledges it has inspected and noted the condition of the Leased Premises and accepts said premises in their present condition and without representation or warranty by the City and without alterations, repairs or additions thereto.

B. A representative of the City shall inspect the Leased Premises not later than five (5) days after City approval of the Lease. The Lessee shall have the right to be present at such inspection. The City shall prepare a Condition Report as a result of such inspection, which shall inventory the condition of the Leased Premises. The representative of the City and Lessee shall sign the Condition Report and a copy shall be provided to Lessee. Should the Lessee fail or refuse to sign the Report, such fact shall be noted on the Report in lieu of Lessee's signature. This Condition Report shall be the basis upon which the City determines whether or not the Leased Premises have been maintained properly under the terms of the Lease, and whether or not waste or destruction has occurred. The Report shall itemize any personal property on the Leased Premises belonging to the City for which Lessee is responsible.

8. USE OF LEASED PREMISES:

A. Lessee shall use the Leased Premises for the sole purpose of aircraft sales and service, aircraft maintenance and storage, charter service and, flight instruction, storage and sale of aviation fuel and oil, and aviation related activities. Any other use must have the prior approval of the Airport Manager, which approval will not be unreasonably withheld. Lessee shall fully comply with all Federal, State and Local laws, ordinances and administrative regulations applicable to the Leased Premises and Lessee's use and

occupation thereof. Lessee shall also comply with all policies and use restrictions of the City, including subsequent modifications or changes thereto, which are applicable to the Leased Premises, or Lessee's use thereof.

B. Lessee shall minimize the escape of fumes, odors, smoke, gas or other substances from Leased Premises and shall neither use nor occupy the Leased Premises for any unlawful purpose or for any purpose which either constitutes a nuisance, is harmful to, or interferes unreasonably with the rights of any other person including the City and its tenants.

C. Lessee will have roof access of any Leased Premises to install antennas, at its own cost, with prior approval from FAA, NOAA and the Airport Manager, which approval is subject to revocation in the event of interference with equipment or services provided by FAA or NOAA.

9. REPAIRS AND MAINTENANCE:

City agrees that it will be responsible for major repairs and maintenance within budget limitations including the removal of snow on the airport premises; ramp, runways, taxiways, hangars, parking lot and airport entrance road. For purposes hereof, "major" shall be defined as any one occurrence or condition requiring an expenditure of one hundred dollars (\$100.00) or more to correct, labor and materials included. All minor repairs shall be the responsibility of Lessee.

City shall be responsible for all basic necessary repairs to the structure of the buildings, including the foundation, building supports, exterior walls, roof, plumbing, electrical and mechanical systems, excluding, however, any repairs which must be made as a result of damages caused by any acts or omissions of Lessee, its employees or agents, or customers. All other required maintenance shall be the responsibility of Lessee. City shall not provide janitorial services, janitorial supplies, or light bulbs for the buildings. It shall be the responsibility of the Lessee at their own expense to maintain all leased properties to include: mowing, lawn care, trimming, landscaping, and weed control and snow and ice removal. Leased properties shall include south side of the FBO office from the generator building to the west access road as indicated on Exhibit C.

A. Lessee shall make all repairs necessary to preserve the Leased Premises in as good of condition as when leased, normal wear and tear accepted, or as otherwise provided for in this Lease. The quality of repair work shall be at least equal to that of original construction and in accordance with building codes in affect at the time of such repairs. Lessee at its own expense may remodel, upgrade or renovate any portion of the Leased Premises with the written approval of the city. No adjustments will be made to the rental fee by the city.

B. Lessee shall permit no waste or injury to occur to the Leased Premises, and at all times, shall keep the Leased Premises safe and clean and shall comply with all laws and regulations governing care and maintenance of the Leased Premises. Lessee shall remove rubbish which may accumulate on the Leased Premises, and make every attempt to give the Leased Premises a pleasing appearance, all at Lessee's sole expense. Lessee shall not permit materials, supplies or equipment to be stored outside of buildings without the prior written consent of the City.

C. Lessee shall be responsible for ice and snow removal from all areas indicated in Exhibit C at Lessee's sole expense; Lessee shall ensure that accumulation of ice and snow on these locations is removed in a reasonable fashion so as not to present an unreasonable hazard to persons lawfully on the Leased Premises.

D. In the event Lessee fails to comply with requirements of this Paragraph, the City shall have the option either to treat such failure as a default and breach and terminate this Lease as provided in Paragraph 26 or, after giving notice and opportunity to cure such failure as provided in Paragraph 27, the City may perform all repairs and maintenance necessary to cure such failure and add the cost thereof to basic rent due in the month following the date such costs are incurred.

E. Notwithstanding any other provision of this Lease, in the event:

- 1) Lessee fails, in the sole judgment of the City, to take necessary precautions to protect the Leased Premises or personal property thereon from the elements, or the security thereof;
- 2) Lessee's maintenance or use of the Leased Premises is such that it constitutes a fire hazard or otherwise endangers the Leased Premises, or

3) Lessee's conduct endangers property owned by the City, or persons on the Leased Premises or in adjacent the City property; then the City or its authorized representatives may forthwith come upon the Leased Premises and take all reasonable and necessary steps to correct such danger or condition. The expenses in making such corrections shall be billed to Lessee and shall be due and payable by Lessee to the City the first of the month subsequent to such billing.

F. The requirements for repairs and maintenance required by this Paragraph shall not make Lessee the agent or trustee of the City for any purpose, and the provisions of Paragraph 8 shall be controlling. Nothing in Paragraph 8 concerning the use of premises or in any other provision of the Lease shall be construed to create any such agency or trustee relationship.

Lessee shall notify Airport Maintenance Personnel of all repairs, whether structural or otherwise, necessary to preserve the Leased Premises in as good of condition as when leased.

10. PERMANENT IMPROVEMENTS TO PREMISES:

A. At Lessee's sole expense, Lessee may make permanent improvements to the Leased Premises either by enlarging or remodeling current improvements or constructing new improvements provided the City gives prior approval in writing, and Lessee submits detailed construction and site plan of proposed improvements for the City's final approval prior to commencement of construction. All permanent improvements shall become part of the Leased Premise and property of the City and shall conform to the following minimum requirements unless specifically waived by the City in writing.

1) Any new buildings or additions to buildings now on the Leased Premises shall be restricted to commercial, industrial or warehouse use as approved by the City.

2) Outside walls of all new buildings or additions must be of masonry construction, decorative metal or their equivalent.

3) All roofs shall be constructed from fire resistant material.

4) All signage shall comply with the 1997 Dodge City Zoning Ordinance.

5) Lessee shall obtain and pay for all requisite government permit and authorizations related to new construction on the Leased Premises prior to commencement thereof; Lessee shall comply with applicable building and zoning laws and ordinances and other government regulations and requirements.

6) All construction shall be prosecuted to completion with diligence in a workmanlike manner.

B. Permanent improvements shall be defined as all improvements which attach either to the Leased Premises or any improvements thereon including, without limitation, all structural and nonstructural improvements, plumbing and electrical equipment and fixtures and all property including fixtures, equipment and personal property which cannot be removed without undue damage to the Leased Premises or which would be of insignificant value after removal from the Leased Premises. Other examples, again without limitation, shall include attach carpet and other floor covering, draperies, light fixtures, ceiling fans, wall panel and permanently installed equipment. All such permanent improvements shall become property of the City when installed, unless the City otherwise agrees in writing. Lessee shall not convey a security interest in any permanent improvements to any creditor.

C. The City's approval of permanent improvements to be made by Lessee shall not make Lessee the agent or trustee of the City for any purpose, and the provisions of Paragraph 13 and Paragraph 9 shall be controlling. The Lessee shall not construe anything in Paragraph 8, concerning the use of the Leased Premises, or in any other provisions of the Lease as written approval by the City for permanent improvements.

11. OWNERSHIP OF PERSONAL PROPERTY AND TRADE FIXTURES:

A. Any personal property, furniture, fixtures, or equipment owned by the City and located on premises at any time during the term of this Lease shall remain the property of the City and shall not be removed from premise without the City's written consent; Lessee may use such property in the conduct of its business, but shall suffer no waste or injury thereto, reasonable wear and tear excepted, and at all times shall keep such property clean and shall perform ordinary maintenance necessary to the preservation thereof; the City has no obligation either to rebuild, replace, maintain, repair, improve or remodel such

personal property, furniture, fixtures or equipment being used by Lessee; Lessee shall repair and maintain such property a Lessee's sole expense. Lessee shall be liable to the City for destruction of such property resulting from Lessee's negligence or misuse thereof.

B. Lessee may replace or install on premises, at its sole expense, such personal property, furniture, trade fixtures and equipment as it shall deem necessary for the conduct of its business; Lessee shall have the privilege, at any time during the term of this Lease, of removing any and all of its personal property, furniture, trade fixtures and equipment except as provide hereafter and only so long as no permanent improvements as defined in Paragraph 10 shall be removed from the Leased Premises without the City's written consent. Lessee shall be liable to the City for all damages to premises resulting from Lessee's removal of any property.

C. Immediately upon termination of this Lease for any reason, the Lessee shall remove all of its personal property from the Leased Premises. In the event Lessee fails to remove its personal property within ten (10) days of termination of this Lease, then the City may, at the City's option, take possession of said personal property, store said personal property at Lessee's expense, and sell or otherwise dispose of the same. The City shall, however, provide written notification of the intent to sell said personal property, to Lessee by depositing a copy of a notice thereof in the United States mail, postage prepaid, addressed to Lessee at Lessee's address as specified in this Lease. Such notice shall state the name of the Lessee, a brief description of the property and the date that the City intends to sell or otherwise dispose of such property. So long as the City complies with the notice provisions as herein set forth, the City shall not be liable either to Lessee or to any other person who claims any interest in any property sold or otherwise disposed of except as to any secured creditor who gives written notice to the City of his or her interest in the property prior to the time of sale or disposition. In the event the City has taken custody and possession of personal property pursuant to this provision, the Lessee shall have no right to the return thereof unless and until Lessee has paid all rent or other monies due and owing to the City and the reasonable expenses incurred by the City in holding and preparing the property for sale. In the event the City sells the property of Lessee, it shall be applied first to pay the City's expenses in disposing of the personal property, then to reimburse the City for any rents or other monies due, and if any money remains, the City shall return it to the Lessee. Lessee shall protect, indemnify and save the City, its agent and employees harmless from any and all claims for damages to said property while in the City's possession, whether such property is owned by Lessee, its officers, employees, agents or anyone else.

12. TOTAL AND PARTIAL DESTRUCTION OF PREMISES:

A. Partial Destruction: In the event premises covered by this Lease are not totally destroyed but are damaged by fire, wind or other occurrence to the extent that such damage is, within the sole opinion of the City, repairable with reasonable diligence within one hundred twenty (120) days after the occurrence of such destruction or damage, then:

1) The City may, at the City's option, either elect to repair the premises or to cancel this Lease. In the event such Lease is canceled, it shall be canceled as of the date of the damage or destruction, and no rent shall be due and payable thereafter. In the event the City elects to have the Leased Premises repaired, the repairs shall be completed as soon as reasonably practicable and all insurance monies covering the Leased Premises shall be available to the City in making such repairs. The City shall not be liable to spend any money on repairs over and above the insurance proceeds. In the event no election to repair is made, then all insurance proceeds on the Leased Premises shall become the sole property of the City.

2) In the event that the Leased Premises are to be repaired, then this Lease shall continue in full force and effect, but rent due and owing from the Lessee to the City shall be abated from the date of partial destruction to the date the repairs are completed in the same ratio as that portion of the Leased Premises which is rendered unfit for occupancy bears to the whole.

B. Total Destruction: If, in the sole opinion of the City, there is total destruction of the Leased Premises, or, in the sole opinion of the City, the premises are so damaged or destroyed so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then:

1) Either party to this Lease may terminate this Lease by giving the other party written notification of such termination within fifteen (15) days after the occurrence of such damage or

destruction (except that the Lessee may not exercise this option if such total destruction is the proximate result of the negligence of Lessee, its agents, servants or employees). In the event of termination, any unearned rent paid in advance by Lessee shall be refunded. In the event of termination by either party, all insurance proceeds applicable to the Leased Premises shall be the sole property of and shall be paid to the City.

2) Should neither party elect to terminate the Lease, the City shall have the option to enter into negotiations for a mutually agreeable substitute lease with all insurance proceeds being used for the construction of a substitute building.

3) In no event shall the City, at any time, be required to restore the Leased Premises or construct any building the total cost of which shall exceed the insurance available by reason of the destruction of the Leased Premises.

13. NO MECHANICS LIENS, NO AGENCY CREATED.

Lessee is not the agent, partner or trustee of the City, and by this Lease, Lessee acquires no rights to act for or on behalf of the City in regard to the repairs or building of any structure upon the Leased Premises. The City is not, and shall not, be liable for any labor, services or material furnished to Lessee, its officers, employees, agents or anybody claiming under this Lease. No material men or persons furnishing labor or other services to Lessee shall have the right to file any lien upon the Leased Premises, and no mechanics lien filed by any such material men, workers or other persons shall attach to said Leased Premises or affect the City's interest as owner of the Leased Premises. Lessee shall not, at any time, hold him/herself out as having any authority to act for and on behalf of the City or create a lien on the Leased Premises. Should any lien be filed against the Leased Premises by reason of any services, materials or work furnished for and on behalf of Lessee, the same shall constitute a breach of this Lease by Lessee, and Lessee shall immediately cause the discharge of any such lien.

14. CONTEST OF LIENS:

A. Notwithstanding provisions of Paragraph 13, Lessee shall have the right to contest any mechanics lien or other similar lien if Lessee notifies the City in writing of its intention to do so.

B. On demand of the City, Lessee shall provide a bond in the City's favor, the face amount of which shall be at least twice the amount of the lien claim contested to indemnify and protect the City against liability, loss, damage an expense of any nature resulting from said asserted lien and the contest thereof; if Lessee diligently prosecutes such contest, prevents any judicial sale of any part of the Leased Premises and pays or otherwise satisfies a final judgment enforcing such contested lien claim and thereafter promptly procures record releases or satisfaction thereof, Lessee shall be discharged and the bond released.

15. INDEMNITY:

A. Lessee shall indemnify, protect, defend and save the City harmless from and against all claims, demands, liabilities and costs, including attorneys fee arising from damage or injury, actual or claimed, of whatever kind or character to property or persons allegedly occurring on or about premises during this Lease term or Lessee's period of actual possession of Leased Premises, whichever is longer. Upon notice from the City, Lessee shall defend the City in any action or proceeding brought in connection with such claims and demands.

B. Nothing in this Paragraph shall require Lessee to indemnify, protect, defend and save the City harmless against claims, demands, liabilities and costs arising from negligence of the City, its officers, employees, and agents.

16. INSURANCE:

The Lessee shall purchase and maintain at its expense insurance coverage of such types and in such amounts as are herein specified, and/or of the kind that is usual and customary for operations of this nature, to protect itself and the interest of the City of Dodge City and others from claims which may arise out of or result from its operations of work, or the operations or work of subcontractors retained by it. Lessee further agrees to name the City of Dodge City as an additional insured on all appropriate policies. Failure of an individual or business to maintain proper insurance coverage shall not relieve that person or

persons of any contractual responsibility or obligations. Such insurance coverage shall be provided by insurance companies licensed to do business in the State of Kansas and the individual or business shall provide certificates of insurance to the City of Dodge City.

The Lessee shall provide Workers Compensation insurance meeting the statutory requirement of the State of Kansas. It is further agreed that the City of Dodge City is not responsible for the tangible property owned by or in the care, custody or control of the Lessee. Operations involving owned or non-owned aircraft used by the Lessee are also the responsibility of the Lessee and should be covered with the appropriate liability insurance.

Any increased insurance costs on the Leased Premise shall be reflected in an increased basic rental amount, including increases caused by increased valuation of the Leased Premises as a result of improvements or inflation, due to use of the Leased Premises, or for any other reason.

A. Lessee, at its sole expense, shall maintain public liability insurance to protect against any liability that may arise from accident or injury on or about the Leased Premises; such liability insurance coverage shall have the following minimum requirements:

1) This policy shall be on a Comprehensive General Liability form and shall not be less than the amount shown below:

Entity Covered	Per Occurrence	Aggregate
<i>Airport, Fixed Base Operator, Fuel Farm Operator</i>	<i>\$1,000,000</i>	
<i>Hangar Keeper</i>	<i>\$ 500,000</i>	

B. The City reserves the right to require additional insurance if, in its sole discretion, the City deems such additional coverage to be necessary because of a substantial change in Lessee's operations or for any other reason. The Lessee shall pay the cost of any such additional insurance coverage.

C. Lessee shall procure any insurance coverage required by this Lease through companies authorized to write insurance in Kansas as selected by the Lessee and approved in writing by the City. Lessee may include the required insurance coverage under its existing insurance policy, provided each insurance requirement of this Lease is fulfilled thereby and the City approves thereof.

D. The insurance policies described in subparagraph A & B above shall name the City of Dodge City as an "additional named insured". The policies shall be endorsed to provide thirty (30) day written notice of cancellation, non-renewal or material changes including reduction of insurance coverage limits. The notice will be sent to the City via certified mail.

E. In the event Lessee fails or neglects to procure and maintain require insurance coverage and pay premiums thereon, the City, at its option, either may treat such failure as a default and breach of this Lease or procure such insurance and pay the premiums thereon, and add the cost thereof to basic rent due in the month following the date such costs are incurred.

17. UTILITIES and MAINTENANCE.

The Lessee shall pay the cost of all utilities and utility services used by Lessee in, on, or about the Leased Premises, including but not limited to electricity, natural gas, water, heat, telephone, solid waste removal, cable, internet access and the cost of installing utility meters. Such services shall be contracted in Lessee's name, and Lessee shall procure, at its sole expense, all permits, licenses and authorizations necessary for such service.

18. INSPECTION OF PREMISES.

Lessee shall permit agents and officers of the City and the Federal Aviation Administration free access to the Leased Premises at all reasonable times to examine and inspect the condition thereof and exercise any right reserved to the City in this Lease.

19. ASSIGNMENT AND SUBLEASES.

Lessee shall neither assign, mortgage, pledge, sell nor in any manner transfer, convey or dispose of this Lease or any interest therein or part thereof whether voluntary, involuntary or by operation of law, and Lessee shall neither sublet the Leased Premises or any part thereof nor permit any licensee or concessionaire to operate thereon without prior written consent of the City in each instance. In the event the City gives such consent, neither sublease nor assignment of this Lease by Lessee shall release Lessee from its obligations under this Lease.

20. TAXES.

Lessee shall pay to the proper governmental agencies as they become due all taxes, assessments and similar charges which, at any time during the term of this Lease, may be taxed, assessed or imposed upon Lessee whether such taxes arise from this Lease, the Leased Premises and any permanent improvements thereto or from any other levy or assessment. The City shall not be liable to pay any such taxes.

21. RULES AND REGULATIONS.

Lessee, its officers, agents and employees shall comply with all rule and regulations issued from time to time by the City in connection with the management and operation of the Dodge City Regional Airport properties, including land use restrictions.

22. NONDISCRIMINATION ASSURANCES.

A. The Lessee for itself, its heirs, personal representatives, successor in interest, and assignees, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The Lessee, for itself, its personal representatives, successors interest, and assignees, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of service thereon, no person on the ground of race, color, or national origin shall excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. Lessee shall furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, Lessee may make reasonable nondiscriminatory discounts, rebates and similar price reductions to volume purchasers. The City may take action directed by the United States Government to enforce this Paragraph.

23. AIRPORT PROTECTION.

A. The City reserves the right to maintain and keep in repair the airport landing area, apron area, and all publicly owned airport facilities with the right to direct and control all of Lessee's activities in this regard.

B. The City reserves the right further to develop and improve the landing area and all publicly owned air navigation facilities of the airport however it sees fit regardless of the desires or views of Lessee, and without Lessee's interference or hindrance.

C. The City reserves the right to take whatever action necessary to protect aerial approaches of the airport against obstruction and reserves the right to prevent Lessee from erecting or permitting to be

erected any buildings or other structures on or near the airport which, in the opinion of the City, either would limit the usefulness of the airport or constitute a hazard to aircraft.

D. Lessee's right granted by this Lease shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

E. The City hereby reserves to itself, its successors and assignees, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft through the airspace above the surface of the Leased Premises together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for air navigation and use of said airspace for landing, taking off and operating on or about the airport.

24. SUBORDINATION CLAUSE.

A. This Lease shall be subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

B. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

25. NO EXCLUSIVE USE.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 5190.6B, Compliance Manual Chapter 8, Exclusive Rights of the US Code.

Chapter 8, Exclusive Rights describes the sponsor's federal obligations under Grant Assurance 23, *Exclusive Rights*, which prohibits an airport sponsor from granting an exclusive right for the use of the airport, including granting an exclusive right to any person or entity providing or intending to provide aeronautical services to the public.

In particular, the sponsor may not grant a special privilege or a monopoly to anyone providing aeronautical services on the airport or engaging in an aeronautical use. The intent of this restriction is to promote aeronautical activity and protect fair competition at federally obligated airports.

26. DEFAULT AND BREACH:

A. Lessee shall be in default of this Lease whenever Lessee:

- 1) Fails to perform any duty, agreement or condition required by this Lease;
- 2) Fails in the due and punctual payment of rent or any other monies due the City;
- 3) Files a voluntary petition under the bankruptcy act or an involuntary petition under

such act is filed against Lessee, and Lessee, after full hearing, is adjudged to be bankrupt, insolvent or unable to pay its debts as they mature;

- 4) Makes an assignment for the benefit of its creditors;

5) A trustee or receiver, after full hearing, is appointed or retained to take charge of and manage any substantial part of the assets of Lessee;

6) Any execution or attachment shall issue against Lessee whereupon any part either of the Leased Premises or of Lessee's interest therein shall be taken or an attempt is made to take the same in contemplation of a judicial sale there under (except that Lessee shall have the right to contest any such attachment or execution in the same manner and to the same extent as Lessee's right to contest liens as set forth in paragraph 14 hereof); or,

7) Abandons the Leased Premises; abandonment shall occur whenever Lessee, its officers, employees and agents all shall be and remain absent from the Leased Premises for thirty (30) consecutive days without notice to the City of such absence. At the expiration of such thirty (30) day period, the City shall have the option to issue termination notice as provided in Paragraph 28 which shall

take effect immediately on issuance thereof without providing a ten (10) day period within which to cure this default.

B. Lessee's default in performance of required duties, agreements and conditions shall constitute a breach of this Lease. The City may, at its option, terminate this Lease in the manner provided in Paragraph 27 on Lessee's default or at any time thereafter while Lessee continues in default.

C. Any waiver by the City of any default or breach of this Lease shall neither be construed as a continuing waiver nor as a waiver of a subsequent default or breach and in no event shall imply further indulgence by the City.

27. TERMINATION:

A. This Lease shall terminate:

- 1) Automatically at the expiration of its original or any renewal term;
- 2) Immediately after either party exercises the option to terminate provided in Paragraph 12;
- 3) Immediately upon the City exercising its option to terminate provided in Paragraph 26;
- 4) Upon the occurrence of any default by Lessee as more particularly set forth in

Paragraph 26. This Lease shall terminate, at the City's option, upon the City serving upon Lessee, a written notification entitled "Notice to Terminate Lease in Ten (10) Days and Right to Cure." Such right to cure notice shall specify the amount of past due rent and/or the nature of Lessee's other default and breach and shall state that the Lease shall not terminate should the Lessee pay such past due rent and/or cure such other default and breach to the City's satisfaction prior to the expiration of the ten (10) days; but that the Lease shall terminate automatically on the date specified in the notice unless such rent has been paid or other breach has been cured by such date.

B. In the event of termination by the City pursuant to the terms hereof, Lessee shall remain liable for payment of the full unpaid balance of all rent due for the remaining term of the Lease, but shall upon such termination be obligated to forthwith return the premises to the City. Upon such termination, the City shall have the immediate and unconditional right to reenter the Leased Premises free of any right, title and interest of Lessee to the use and possession thereof, but such reentry shall not relieve Lessee's duty to comply with all requirements of this Lease as specified herein. The remedies conferred upon the City herein shall not be considered exclusive of any other remedy, but shall be in addition to every other remedy available to the City as landlord under this Lease and as matter of law. The failure of the City to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that the City may have and shall not be deemed a waiver or any subsequent breach of such term or condition.

28. SURRENDER OF POSSESSION.

A. Upon termination, Lessee shall forthwith peacefully surrender the Leased Premises to the City in good condition and repair, ordinary wear and tear excepted. Lessee shall be obligated to broom clean the Leased Premises and immediately clear the Leased Premises of all personal property except that owned by the City whether such property is owned by Lessee or by patrons of Lessee. Lessee shall remain liable to the City for all rent due and owing through the entire term of the Lease.

B. In the event that Lessee's Lease term has expired and Lessee remains on the Leased Premises, even with the concurrence of the City, such acts shall not constitute a renewal of this Lease nor require the City to forfeit any of its rights under this Lease. In such event, Lessee shall be considered a tenant at will. No payment of money by Lessee to the City subsequent to the termination of this Lease shall reinstate, continue or extend the terms of this Lease, but Lessee shall remain in full compliance with all such terms and conditions of this Lease during such extended possession.

29. ATTORNEY FEES.

If in the sole determination of the City, the services of an attorney are required to enforce any provision of this Lease, the Lessee shall fully indemnify the City for any and all attorney fees and expenses so incurred.

30. USE OF PREMISES, DUTIES AND SERVICES:

A. Lessee shall use the Leased Premises to provide the following services and duties during the entire term of this Lease unless the City agrees in writing to some other use:

Employees in a supervisory position must complete an approved aviation fuel course of fire safety initially and at least once every twenty-four (24) months. All other employees who fuel aircraft, accept fuel shipments, or handle fuel shall receive initial on-the-job training in fire safety and recurrent training every twenty-four (24) months from the supervisor mentioned above. Lessee will submit confirmation to airport management once every twelve (12) months that the training requirements have been accomplished.

1) Lessee shall provide personnel and equipment required for routine service to all aircraft common to the Dodge City Regional Airport. Lessee shall operate full aircraft servicing facilities for repair and service of aircraft engines and accessories belonging to Lessee and airport patrons or customers of Lessee.

2) Lessee shall provide hangar space and outside tie-down facilities for airport patrons and customers of Lessee, to the extent same is provided to Lessee by the City.

3) Lessee shall provide and maintain a transient pilot lounge. Lessee shall have the right to install and operate vending machines on the Leased Premises for Lessee's sole profit.

4) Lessee shall furnish personnel to conduct UNICOM radio communication with all incoming and departing aircraft at the Dodge City Regional Airport during normal business hours, hereby defined as Monday through Friday, 6:00 am to 6:00 pm and Saturday and Sunday 9:00 am to 5:00 pm.

5) Lessee shall have the right to give flying instructions as a part of Lessee's business operation.

6) Lessee shall have the right to sell and rent aircraft, aircraft engine parts, and accessories.

7) Lessee shall provide towing service for disabled aircraft.

8) Lessee shall have the right to provide pilots to operate airplanes for airport patrons and customers of Lessee and to provide air-charter service.

9) Lessee shall provide adequate and trained personnel to perform services required or allowed by this Paragraph. In performing all services, Lessee shall obey appropriate laws, regulations and ordinances of the Federal Government, the State of Kansas, the County of Ford, the City of Dodge and their respective agencies. In performing all duties and services described in this Paragraph and elsewhere in this Lease, Lessee shall assume full responsibility to its patrons and customers for the quality of such service and any and all liability that may result from performance of duties and services by Lessee. Lessee shall hold and save the City harmless from and against any and all claims, causes of action, losses or liability that arise in any manner from the services provided by Lessee to any customer or patron.

10) Lessee shall have the nonexclusive use, in common with others, of airport runways, taxiways, aprons, roadways, landing lights and signals, and Lessee shall have the right to ingress to and egress from the Leased Premises, which right shall extend to Lessee's employees, passengers, guests, patrons and customers.

11) Lessee shall provide a high standard of customer services consistent with good customer relations for the benefit of the public and adequate to meet the demands for such services at the Dodge City Regional Airport.

12) Lessee shall make available all airport facilities and services without unjust discrimination and Lessee shall refrain from imposing and levying excessive, discriminatory or otherwise unreasonable charges or fee therefore.

13) Lessee shall have the non-exclusive right to sell aviation fuel and oil to airport patrons and customers of Lessee, subject to payment of flowage fees as described in Paragraph 2. Lessee shall be responsible for providing this service seven (7) days a week from 7:00 am to 8:00 pm.

14) Lessee shall be responsible for operating and maintaining all Fuel Servicing Tank Vehicles during normal business hours and in full compliance with all State, Federal Aviation Administration (FAA) and Federal EPA requirements. Lessee shall file all documents and forms required by Federal FAA or State EPA regulations and shall be in full compliance at all times with said regulations. Copies of all forms filed should be submitted to the City at the time of filing and request of forms.

15) In addition to all other responsibilities of Lessee, Lessee shall be responsible at its sole cost for all cleanup required by any fuel spill caused by Lessee or resulting from Lessee's operations pursuant to this Lease. Lessee shall provide at its sole cost all materials, equipment, and supplies, and shall perform all duties and responsibilities, necessary to be and remain in full compliance with any and all governmental regulations and requirements related to the temporary storage, transporting and dispensing of aviation fuel. Lessee shall reimburse the City for any costs of liabilities to the City occasioned by any fuel spill or fuel tank truck leakage including any cleanup costs and/or administrative fines which might be imposed by any governmental agency. Each refueling vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:

- a. State of Kansas and City fire codes.
- b. National Fire Protection Association codes.
- c. Kansas Department of Health and Environment.
- d. 14 CFR Part 139, Airport Certification Manual, Section 321 "Hazardous Materials", NFPA 2012, current edition.
- e. Applicable FAA Advisory Circulars including AC 00-34 Aircraft Ground Handling and Servicing, current edition and AC 150/5210-5 Painting, Marking and Lighting of Vehicles Used on an Airport, current edition.

31. Aircraft Removal:

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the Lessee shall be prepared to lend assistance within thirty (30) minutes of a request, in order to maintain the operational readiness of the Dodge City Regional Airport.

32. Equipment:

Lessee shall have the following equipment:

- a. Equipment for recharging or energizing discharged aircraft batteries.
- b. One (1) courtesy vehicle to provide transportation of passengers, crews, and baggage to and from the airport to local area hotels and restaurants.
- c. Spill kits for oils and fuels.
- d. Required number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained on refueling vehicles.
- e. One (1) aircraft tug (and tow bars) having a rated draw bar capacity sufficient to meet the towing requirements of the general aviation aircraft normally frequenting the Dodge City Regional Airport.
- f. Vehicles utilized on the air operations area must be properly marked and lighted in accordance with FAA Advisory Circular 150/5200-5, current edition.

The parties acknowledge and agree that if Lessee fails or neglects to perform or observe any of Lessee's obligations, duties, or responsibilities as set forth above, such failure and/or neglect shall be considered material noncompliance with the terms and conditions of this Lease.

33. SERVICE OF NOTICE:

A. All notices and other written documents required or described to issue under this Lease shall be served and delivered for all purposes:

1) Upon the City by delivery to the office of the Airport Manager or by mailing certified or registered mail, postage prepaid, addressed to:

Dodge City Regional Airport
P.O. Box 880
Dodge City, KS 67801
or such other place as the City may designate in writing;

2) Upon Lessee by delivery in person to Lessee or any of its executive officers or by mailing by certified or registered mail, postage prepaid, addressed to Lessee at:

Crotts Aircraft Service
102 Airport Road
Dodge City, KS 67801
or such other place as Lessee may designate in writing to the City.

B. All notices sent by certified or registered mail shall be presumed delivered as of the day following the date they are mailed.

THIS LEASE shall be binding among heirs, executors, administrators, successors and assignees of the respective parties hereto. This Lease constitutes the entire agreement between the parties and shall be modified only upon execution by all parties of a written document setting forth any change or additions and bearing the effective date thereof. Two (2) copies of this Lease are executed; each shall be deemed an original.

IN WITNESS WHEREOF the respective parties hereto have caused this instrument to be executed on their behalf by their duly authorized officers of the dates indicated below. The Lease shall become binding when properly executed by both parties hereto, and the effective date of this Lease shall be the date specified in the first paragraph of this Lease.

Lessee or its authorized representative
Crotts Aircraft Service
102 Airport Road
Dodge City, KS 67801

Date: 5-1-12

By: 
Zachary Crotts

Date: _____

By: _____

City of Dodge City
Dodge City Regional Airport
806 Second Avenue
Dodge City, Kansas 67801

Date: _____

By: _____
Rick Sowers, Mayor

Date: _____

By: _____
Ken Strobel, City Manager

Date: _____

By: _____
Mike Klein, Airport Manager

Attest: _____
Nannette Pogue, City Clerk

STATE OF KANSAS, CITY OF DODGE CITY,

BE IT REMEMBERED, that on this _____ day of _____, 2012, before me, the undersigned Notary Public in and for the County and State aforesaid came, Rick Sowers, Mayor and Nannette Pogue, Clerk of the City of Dodge City, Kansas who is personally known to me to be the same person(s) who executed the above Lease, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

(SEAL)

My appointment expires: _____

STATE OF KANSAS, CITY OF DODGE CITY,

BE IT REMEMBERED, that on this 1 day of May, 2012, before me, the undersigned Notary Public in and for the County and state aforesaid came, (Print Name) Zach Crofts of Crofts Aircraft Leasing, who is personally known to me to be the same person who executed the above Lease, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed official seal on the day and year last above written.

Patti Roblyer

Notary Public



My appointment expires: April 25, 2014

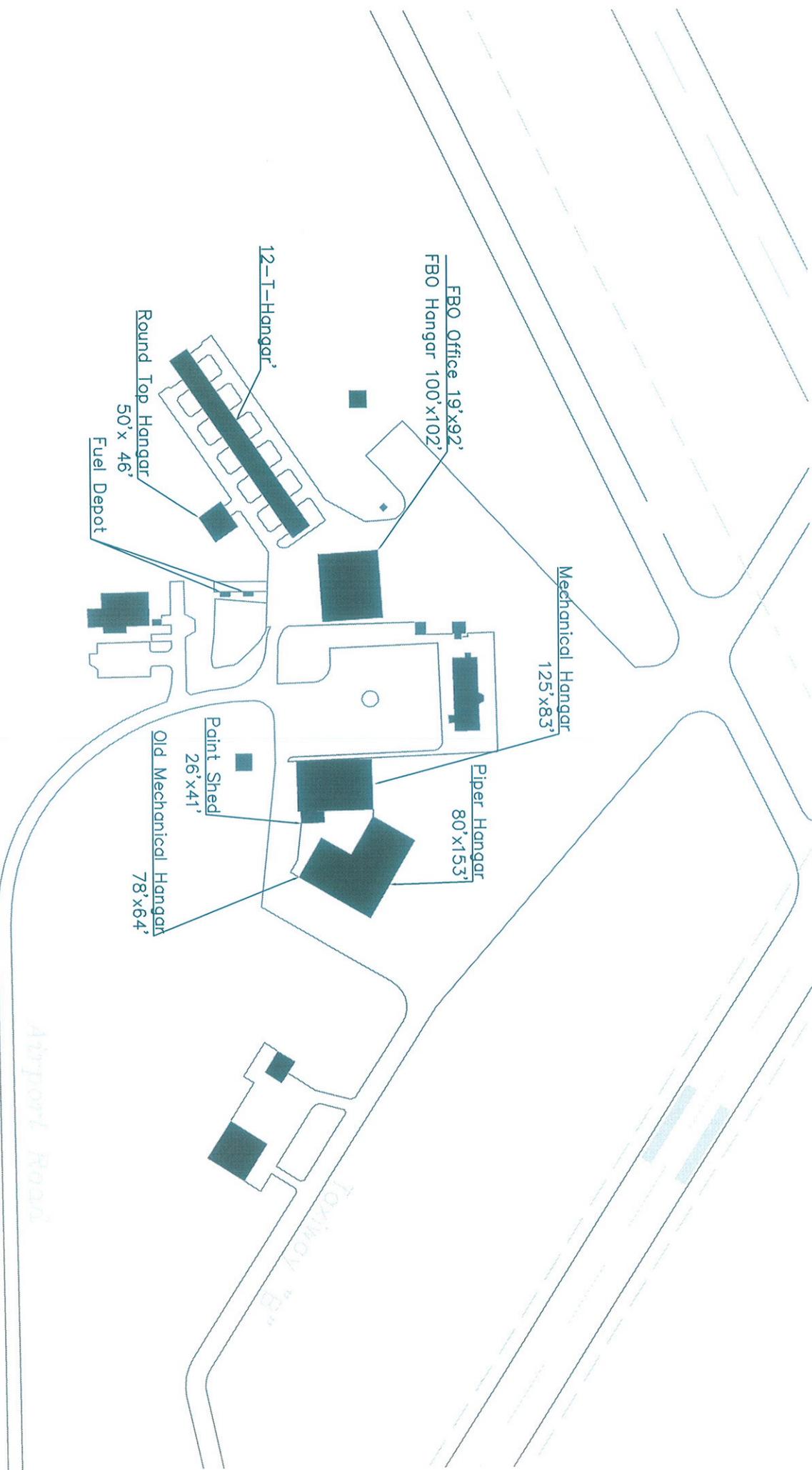
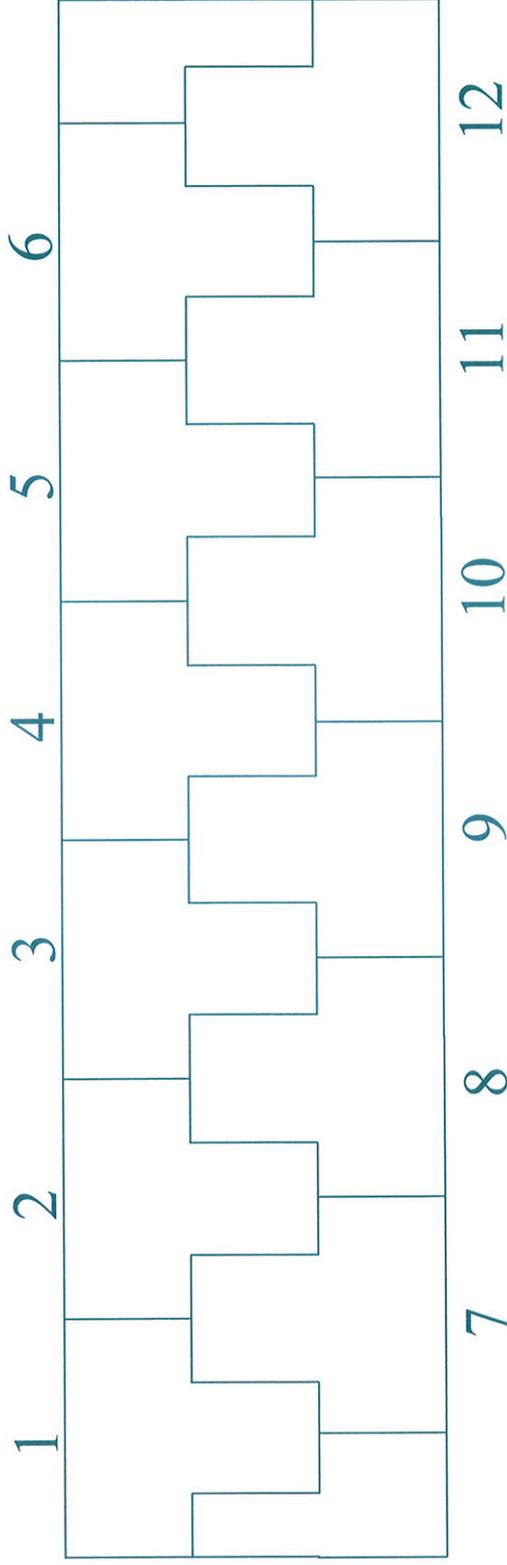


EXHIBIT A: CROTTS AIRCRAFT SERVICE

Exhibit B to T-Hangar Lease between Crofts Airport Service, Inc. and the
City of Dodge City



Each T-hangar covers 997
sq. ft. The total for 12
hangars = 11,964 sq. ft.

Dimensions of Each
T-Hangar

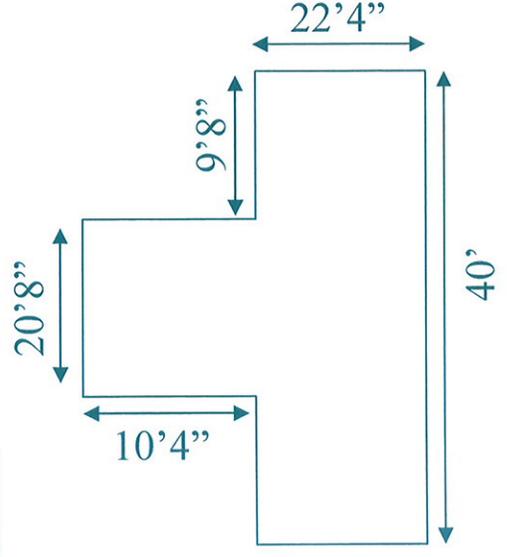
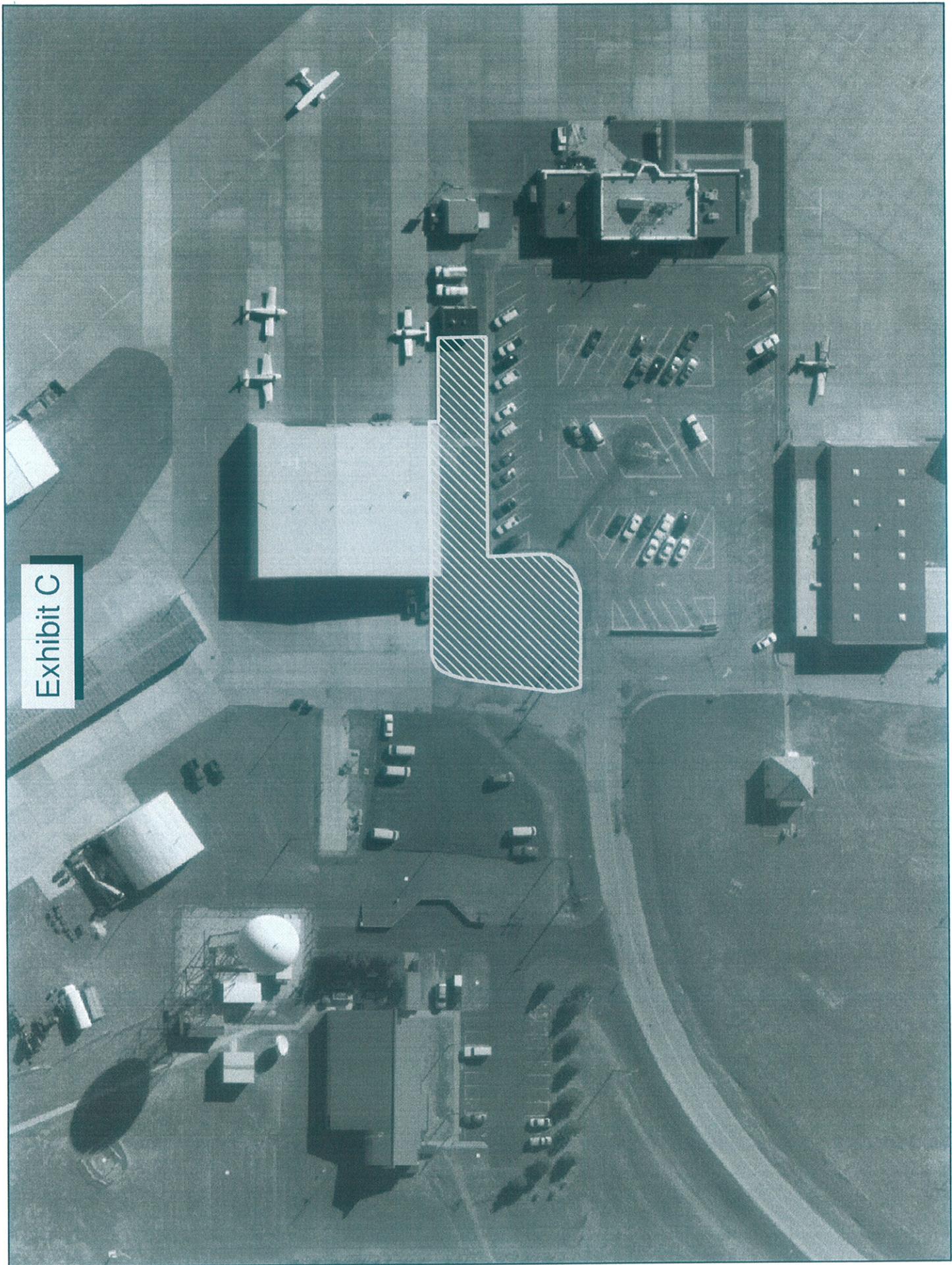


Exhibit C



Memorandum

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

From: Nannette Pogue

Date: May 4, 2012

Subject: Ordinance No. 3536

Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3536.

Background: At the April 2 City Commission meeting, the City Commission approved special assessment process for special assessments for the Interfaith Housing Project. The Public hearing was held May 7th. There was no property owners in attendance at this meeting, however I had been contacted prior to the meeting regarding a lot that didn't appear to benefit from the improvements. Ray Slattery and I assessed the benefit district and found that there was 1 lot that didn't benefit from either the Street or Water improvements and another 2 lots that were already served by water prior to the improvements being put in. I sent out new notices with the amended amounts to the property owners after the public hearing. Based upon the amended notices sent this ordinance will approve the levying of assessments for property in the Interfaith Housing Project improvement district at the amounts listed in the ordinance. The amounts will be assessed for 20 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: none

Purpose/Mission: We strive for high service standards

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3536

ORDINANCE NO. 3536

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION Nos 2010-03, and 2010-04 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Interfaith Housing Project – Brier Street

Resolution No. 2010-03

Construct road and curb and guttering serving Lots 2 through 12 in Block 3 and Lots 1 through 12 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City,

Interfaith Housing Project – Water Improvements

Resolution No. 2010-04

Construct water service lines serving Lots 2 through 12 in Block 3 and Lots 2 through 11 in Block 7 in Correction Map, Final Plat, Replat of a Portion of Haggards Addition to the City of Dodge City, Kansas

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2012.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are

paid by June 30, 2012, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in twenty (20) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on May 7, 2012, and signed by the Mayor.

Rick Sowers, Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls
Amended as of 5-7-2012
Interfaith Housing Project

Property Description			Water	Street	Total
Lot 1	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	0.00	0.00	0.00
Lot 2	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 3	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 4	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 5	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 6	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 7	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 8	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 9	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 10	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 11	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 12	Block 3	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 1	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	0.00	15,391.30	15,391.30
Lot 2	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 3	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 4	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 5	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 6	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 7	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 8	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 9	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 10	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 11	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	4,234.84	15,391.30	19,626.14
Lot 12	Block 7	Cor Map, Final Plat, Replat, Haggards Addition	0.00	15,391.30	15,391.30
Total Assessment			88,931.55	354,000	442,931.55

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: May 16, 2012

*Subject: Ordinance 3537
No Parking along 14th Ave.*

Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3537

Background: The Police Chief requested that we look at not allowing parking along the southern end of 14th Avenue on the paved shoulders or in the ditches. There is some concern that parking may happen from time to time along this portion of the roadway due to events held at DCRP and/or Western State Expo. City Staff reviewed the request and decided that if parking was not going to be allowed on the southern end of 14th Avenue then parking should not be allowed along the entire roadway in the city limits. The County will be taking measures not to allow parking along 14th Ave. that is in their jurisdiction.

Justification: The reasoning for not allowing parking is because the shoulder and/or ditch were no designed for parking. Site distances from intersections and driveways are greatly reduced if vehicles were allowed to park on the shoulders or in the road ditches.

Financial Considerations: The cost of the installation of No Parking Signage.

Purpose/Mission: One of the City's core values in Safety. The No Parking & Loading Zone signage the City will be able to provide a safe and secure workplace and community.

Legal Considerations: N/A

Attachments: Ordinance 3537 and a map of the area.

ORDINANCE NO. 3537

**AN ORDINANCE ESTABLISHING NO PARKING ON 14th AVENUE FROM
McARTOR ROAD TO THE SOUTH CITY LIMITS AND PROVIDING PENALTIES
FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.**

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

Section 1: Standing, stopping or parking shall be prohibited on both the west and east sides of 14th Avenue from McArtor Road to the south City Limits of Dodge City.

Section 2: Any person convicted of the violation of the provisions of this ordinance shall be subject to penalties in accordance with the provisions of Article 20, of the Standard Traffic Ordinance for Kansas cities, prepared and published by the League of Kansas Municipalities Edition 2010, and adopted by the Governing Body of the City of Dodge City, and as set out in Section 14.101 of the Code of the City of Dodge City.

Section 3: This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after the posting of appropriate signs advising the motoring public of the provisions of this ordinance.

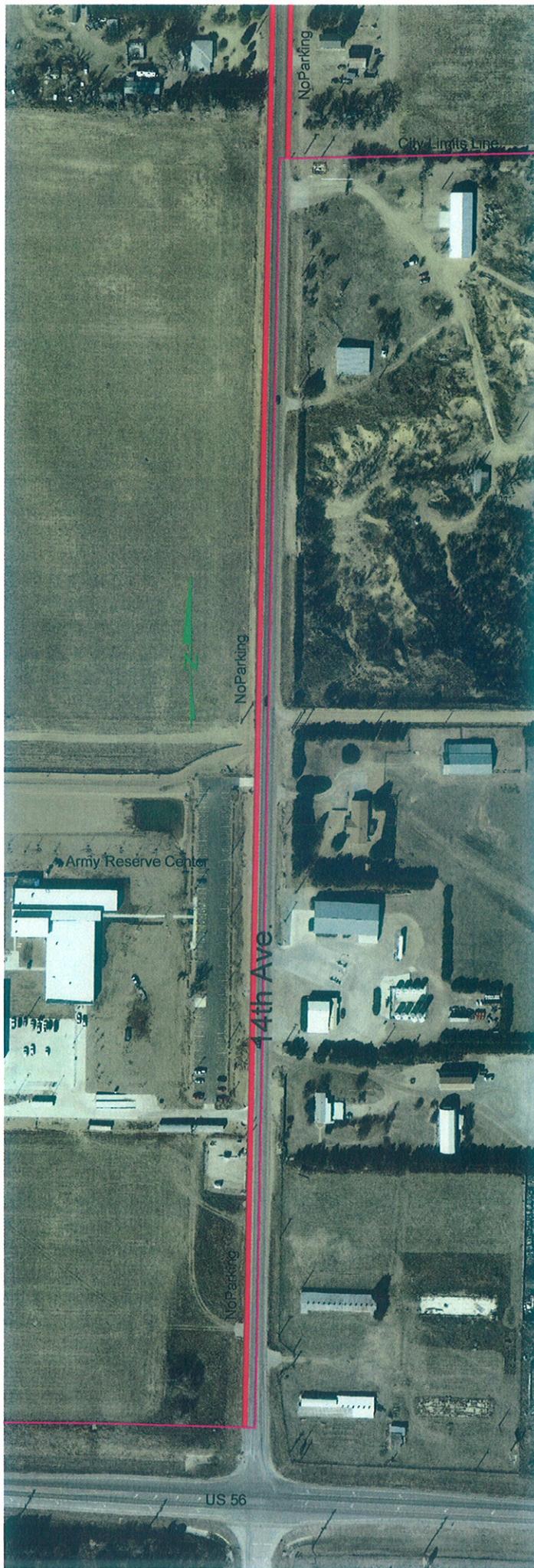
Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 21st day of May, 2012.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk





Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: May 18, 2012

Subject: FCCA Dispatching Agreement

Agenda Item: New Business

Recommendation: Staff recommends that City Commission approve attached Agreement between the City of Dodge City (CITY) and the Finney County Committee on Aging (FCCA) detailing agreement for Finney County Transit (FIT) to provide dispatching for General Public Transportation services operated by City of Dodge City.

Background: With the arrival of two new 20 passenger buses and expansion of General Public Transportation services to all areas of Ford County, it is necessary to install 800 MHz radios on all vehicles in the fleet and to adopt computer aided dispatching. As part of its commitment to develop a regional public transportation system in Southwest Kansas, KDOT is paying 100% of the costs for purchase and installation of the new radios and base station equipment, with installation expected to be completed within 30 days. KDOT's vision of regional public transportation system also includes regional dispatching utilizing Novus Trapeze dispatching software.

As Finney County Transit (FIT) has already implemented the Novus Trapeze dispatching system, it is KDOT's preference that the City of Dodge City Public Transportation system contract with FIT (a part of FCCA) to provide dispatching services. All transportation operations shall remain under the exclusive control of CITY, and CITY will maintain a dispatching base unit in the Public Transportation offices and continuous contact with the CITY's transportation fleet. FIT will provide dispatching services and generate all mandatory reports associated with the U.S.C 49-5311 Public Transportation grant program which provides funding for operations, dispatching and capital costs associated with the General Public Transportation program. The Agreement details responsibilities of each party, as well as how costs associated with regional dispatching will be paid by the 5311 grant and local funds.

Justification: With Dodge City Public Transportation program's expanding fleet and service area, it is essential to adopt an 800 MHz radio system and computer aided dispatch. By pursuing a regional approach to public transportation and dispatching, KDOT is providing bridge funding to cover 100% of the initial costs for equipment and operating expenses which run through June 30, 2013. The expenses associated with computer aided dispatching using Novus Trapeze will be shared among multiple local governments in Southwest Kansas, and we will be able to draw upon Finney County Transit's years of experience using the complex dispatching software.

Significant cost efficiencies will be achieved by contracting with FIT to provide dispatching services, and high quality performance is expected.

Financial Considerations: KDOT is paying 100% of the costs for purchase and installation of the new radios and base station equipment. KDOT will also pay 100% of the costs for adopting and implementing regional dispatching through June 30, 2013. On July 1, 2013, Dodge City and its local government partners will become responsible for the local match costs of dispatching in the City service area. At that time the projected annual budget for dispatching is \$104,180 with 5311 grant funds covering a minimum of 50% of the costs, and local funds covering the remaining costs. Those local match funds will be divided among local governments which directly benefit from the public transportation services offered at that time, including at least Dodge City and Ford County.

Purpose/Mission: Approval of this agreement represents the City's commitment to a core value of Ongoing Improvement by pursuing options to provide improved public transportation services to the citizens of Dodge City.

Legal Considerations: The proposed agreement has been reviewed by the City Manager and the Finney County Attorney. The agreement is one year agreement with automatic renewals and termination clauses that allow either party to get out at any time with adequate notice. Finney County Committee on Aging has executed this agreement.

Attachments: Agreement between FCCA and Dodge City
FCCA-Dodge City Regional Dispatch Budget

AGREEMENT

THIS AGREEMENT (Agreement) made and entered into on the ____ day of _____, 2012, by and between the CITY OF DODGE CITY, KANSAS (CITY), a municipal corporation, and the FINNEY COUNTY COMMITTEE ON AGING, INC. (FCCA), a private non-profit corporation.

The purpose of this agreement is to constitute the responsibilities to be assumed by the agreeing parties in connection with dispatching eligible passengers of the CITY Public Transportation Service. Financial consideration to be paid by CITY included hereinafter in this agreement shall be dependent upon funding received from state and federal grant funds administered by Kansas Department of Transportation (KDOT) pursuant to an agreement executed between KDOT and CITY and FCCA, on _____ day of _____, 2012.

WHEREAS, FCCA operates public transportation for elderly, disabled and the general public; and

WHEREAS, CITY has a need for dispatching services for expanded public transportation to meet the needs of the residents of the areas served by the CITY Public Transportation Service; and

WHEREAS, FCCA is willing to provide centralized dispatching for the transportation for the elderly, disabled and general public on all CITY Public Transportation Service bus routes; and

WHEREAS, CITY is willing to contribute funds to pay a portion of the costs associated with acquisition of equipment and annual operating expenses for centralized public transportation dispatching;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. DISPATCHING. FCCA agrees to Dispatch for the CITY's public transportation routes, from 6:00 a.m. to 7:00 p.m., Monday through Friday, for transportation of the general public, in the areas served by CITY's Public Transportation Service in Ford and Gray Counties. The actual routes shall be established by the CITY Public Transportation in consultation with FCCA. On a periodic basis, not less frequent than annually, CITY and FCCA, or their designated agents, shall meet to discuss the efficiency of the routes, and whether the routes and dispatching are meeting the transportation needs of the general public.

2. CONTRIBUTION OF CITY. Annually, prior to submittal of KDOT grant application, FCCA and CITY shall review and agree upon a budget based on projected services as related to grant application. CITY agrees to pay to FCCA, a share of equipment acquisition and annual dispatching operating expenses, as follows:

- (a) In years in which CITY and FCCA agree to acquire dispatching related equipment; CITY shall reimburse FCCA an amount equal to twenty percent (20%) of equipment acquisition costs not reimbursed by Kansas Department of Transportation grant funding;
- (b) CITY shall reimburse FCCA fifty percent (50%) of annual operating expenses associated with the 5311 Program dispatching provided by FCCA to the residents served by the CITY Public Transportation Service, or that amount not reimbursed by KDOT, per the annual award letter from KDOT;
- (c) CITY shall match KDOT's 10% Administrative Operating Funds as approved in the CITY's share of the 5311 grant;
- (d) The payment made by CITY to FCCA for dispatching operating expenses shall be made within thirty (30) days of submission of an accounting from FCCA to CITY for the previous month's dispatching operating expenses;
- (e) If FCCA terminates this Agreement, for any reason, FCCA shall not be required to repay or reimburse CITY for any expenditure made by CITY for equipment acquisition costs; and
- (f) FCCA shall provide CITY all financial and dispatching reports requested by CITY that relate to the general public transportation dispatching services provided by FCCA for which the financial contributions set forth herein are to be made by CITY.

3. OPERATION OF DISPATCHING AND TRANSPORTATION SERVICES.

Other than input by CITY on the conduct of dispatching services, all dispatching shall be under the exclusive control of FCCA. Material dispatching operational changes shall be presented to the CITY and FCCA, and shall be subject to approval by same.

Other than input by FCCA on the operation of transportation services, all transportation operations shall be under the exclusive control of CITY. Material transportation operational changes shall be presented to the CITY and FCCA, and shall be subject to approval by same. At the time this agreement was executed, CITY operates five (5) vehicles for the demand response transportation of eligible passengers in the service area of City of Dodge City and 2 miles beyond, and deviated fixed route services in Ford and Gray Counties as described in Attachment A. Material operational changes including, but not limited to, additional vehicles(s) and/or expansion of service area may result in increased costs to CITY.

Beginning on _____, 2012, CITY will operate the buses or minivans on a demand response system that will begin at 7:30 a.m. and end at 6:00 p.m., and operate deviated fixed routes services during those same hours of operation. Dispatch Services will be provided from 6:00 a.m. to 7:00p.m.. Service will be provided every weekday except on days when the CITY Public Transportation service is deemed closed. There will be no service provided on weekends or major holidays as outlined in Attachment B. CITY reserves the right to determine that service needs to be cancelled for Ford and/or Gray County due to inclement weather. FCCA shall provide dispatching services for CITY Public Transportation Service during all agreed to days and times of

service, even during those times when FCCA determines that service needs to be cancelled in the FCCA service area due to inclement weather. FCCA and CITY provide “general public transportation” as defined by the USC 49-5311 grant program. This service is based on a first come first serve basis, and no prioritizing of rides shall be permitted.

4. INSURANCE. CITY shall be responsible for all general liability, vehicle and property casualty insurance required for operation of the general public transportation services contemplated by this Agreement. FCCA shall be responsible for employee general liability and property casualty insurance on dispatch employees and dispatching equipment.

5. INDEMNIFICATION. FCCA shall keep, protect, hold harmless, and indemnify CITY from any loss, cost, claim, judgment or experience 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 related to the dispatching services provided by FCCA under the terms of this Agreement. CITY shall keep, protect, hold harmless and indemnify FCCA from any loss, cost, claim, judgment or experience 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 related to the general public transportation services provided by CITY under the terms of this agreement.

6. TERM. The term of this Agreement shall begin on the date of approval by both parties, and end on June 30, 2013. Thereafter, the term of this Agreement shall automatically renew for annual terms from July 1st to June 30th of each year, unless this Agreement is terminated by either party, by giving written notice of not less than ninety (90) days to the other party.

7. GRANT FUNDING. The obligation of CITY to pay FCCA, pursuant to paragraph 2 of this Agreement, is dependent upon CITY and/or FCCA annually receiving state and federal grant funding from the Kansas Department of Transportation (KDOT) for the specific purpose intended by this Agreement. Should CITY and/or FCCA not receive the KDOT grant for a fiscal year, CITY or FCCA shall have the right to terminate this Agreement by giving notice as set forth in paragraph 6 or 8 of this Agreement.

8. TERMINATION. CITY may terminate its participation in the centralized dispatch program and services, and this Agreement, for any reason, by providing FCCA written notice of termination not less than ninety (90) days prior to the end of the initial or any renewal term.

9. DRIVERS AND DISPATCHERS. CITY shall provide drivers for the buses and/or minivans, who will be employees of the CITY, and abide by policies of the CITY. CITY shall be responsible to license, supervise, and discipline the drivers. FCCA shall provide dispatchers who will be employees of FCCA, and abide by policies of FCCA. FCCA shall be responsible to license, supervise and discipline the dispatchers.

10. ELIGIBLE PASSENGERS. Eligible passengers shall be only those in the “service area” of Dodge City. City shall provide each eligible passenger who uses the service a Dodge City Public Transportation rider handbook, Attachment C.

11. SEVERABILITY. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

12. GOVERNING LAW. In the event of any dispute arising under this agreement, it is agreed between the parties that the law of the State of Kansas will govern the interpretation, validity and effect of this contract.

13. DEFAULT. Should a party fail to meet its obligations under this Agreement, the other party shall give written notice of default. Should the defaulting party fail to cure the default within thirty (30) days of the notice, the non-defaulting party may declare this Agreement to be immediately terminated by serving a written notice of termination on the other party.

14. NON-APPROPRIATION OF FUNDS. In the event sufficient funds shall not be budgeted and appropriated by CITY for payments required to be paid under paragraph 2, CITY may terminate this Agreement at the end of the fiscal year in which funds were last budgeted and appropriated for payments, and CITY shall have no further rights or obligations under this Agreement. CITY shall notify FCCA at least Ninety (90) to the expiration of the fiscal year then in effect, if funds are not going to be available during the ensuing term for the payments required by this Agreement by reason of non-appropriation of funds. Failure of CITY to appropriate funds for continuation of this Agreement shall not constitute an element of default under this Agreement.

15. EFFECTIVE DATE. This Agreement shall take effect upon its approval by the governing bodies of the parties.

16. GENERAL COVENANTS.

(a) All notices which are 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, and addressed as follows:

(1) If to DODGE CITY: Dodge City Parks & Recreation Director
240 San Jose
PO Box 880
Dodge City, Kansas 67801

(2) If to FCCA: Transportation Director
1008 N. 11th Street
Garden City, Kansas 67846

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

17. AUTHORITY. By signing below, the signatories certify that they have the authority to sign on behalf of and bind the entity indicated.

IN WITNESS WHEREOF, the parties hereto have approved and signed this Agreement the day and year indicated below.

CITY OF DODGE CITY, KANSAS

Date

By _____
RICK SOWERS, Mayor

ATTEST:

Nannette Pogue, City Clerk

FINNEY COUNTY COMMITTEE ON AGING,
INC.

Date

By _____
RUTH DUNLAP, Chairperson

ATTEST:

, FCCA Secretary

FINNEY COUNTY COMMITTEE ON AGING, INC. BRIDGE FUNDING GRANT REQUEST PRESENTED 05/01/2012
Ford & Gray Counties Funding Request

1. Paid full time or part time personnel Costs. **Do not** include administrative personnel costs (such as Transit Manager/Director)

May 2012-June 2013
BRIDGE FUNDING 100%

Job Title	Number of Employees	Salary (Annual)	Fringe Benefits Paid (Annual)	Total 5311 Personnel Costs	Regional Dispatching Bridge 100% 14 months	July 1, 2013 thru June 30, 2014 12 months
Driver(s) FT	0					
Driver(s) PT	0					
Administrative Dispatcher(s) @ 10%	3	16,000	2,500		18,500	16,000
Dispatcher(s) PT	2	49,000	6,500		55,500	48,420
Admin/ Bookkeeper PT	1	13,600	2,250		15,800	-0-
				Total Personnel Costs	\$89,800.00	\$64,420.00

2.	Vehicle Insurance	\$	0.00	
3.	Advertising	\$	0.00	
4.	Fuel	\$	0.00	
5.	Maintenance, Repair, Lubrication, Parts, Labor	\$	0.00	
6.	Storage (Paid)	\$	0.00	
7.	Contract Services (Specify Name and Reason)* (You must attach to the back of this application a copy of the contract)	\$	0.00	
8.	Communications/Phone	\$	3,000.00	3,000.00
9.	Other (Must Specify Each Item)			
a.	Trapeze (Maintenance & license fees) Contact KDOT	\$	35,000.00	17,500.00
b.	Dispatch Equipment additional Work Station (computer/monitors/printer/phone)	\$	3,000.00	
c.	Peachtree 2012 Multiple Users (for Non-Profit Accounting Software/Network)	\$	3,000.00	
d.	Crystal Report 2012 Software	\$	2,000.00	
e.	Travel Expenses (regional dispatch)	\$	1,000.00	
f.	Office Supplies	\$	500.00	
g.	Uniforms	\$	1,000.00	

10.	License and Registration	\$	0.00	
11.	KPTA Membership Dues	\$	0.00	
12.	KPTA Annual Meeting Expenses	\$	0.00	
13.	RTAP Driver Training and Other Training	\$	0.00	
14.	RTAP Manager Training	\$	0.00	
15.	KCC Registration Fee	\$	0.00	
16.	DOT Physicals/vaccinations/Pre-employment drug tests	\$	200.00	200.00
17.	Audit @ 10%	\$	<u>1,000.00</u>	<u>1,000.00</u>
	<i>Subtotal</i>		\$139,500.00	\$86,100.00
	<i>Contingency (10%)</i>	\$	13,950.00	8,610.00
18.	TOTAL OPERATING EXPENSES		\$153,450.00	\$94,710.00
19.	List any general comments and explanation of any of the line item costs shown in the budget above. Be sure to fully explain any new or increased expenses for significant increase in operating expenses.			
	During the period from May 2012 through June 2013 we will launch Regional Dispatching Service for the City of Dodge City Public Transportation.			
20.	PROJECT INCOME List sources of project income			
21.	NET OPERATING COST (Line 17 minus Line 19)		\$153,450.00	\$94,710.00

22.	BRIDGE FUNDING GRANT REQUEST (100% of Line 21)	\$153,450.00	- 0 -
23.	5311 GRANT REQUEST (50% OF Line 21) (from KDOT)		\$ 47,355.00
24.	LOCAL MATCHING SHARE (50% of Line 21)	\$ 0.00	\$ 47,355.00

25. Itemize the sources and amounts of funds to be used as the **Local Matching Share**. Include the in-kind amount that has been shown in the budget as a part of the matching funds. **Do not include KDOT grant or project income**. You must attach to the back of this application copy of letters of commitment from each source of local match; these letters must include the amount of local match and when the funds will be available.

	Source	Amount	
	Grand Total Local Matching Share	\$ 0.00	\$ 47,355.00
26.	10% Administrative Operating Funds (10% of Line 23) (from KDOT grant)		\$ 4,735.00
	LOCAL ADMINISTRATIVE OPERATING FUNDS (10% of Line 24) (from Dodge City)		\$ 4,735.00
27.	GRAND TOTAL FUNDING REQUEST	\$ 153,450.00	\$ 52,090.00