

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, October 15, 2012

7:00 p.m.

MEETING #4903

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION:** By Rev. Jeff Turner of the First Missionary Church

## **PLEDGE OF ALLEGIANCE**

## **VISITORS**

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, September 27, 2012
2. Approval of City Commission Meeting minutes, October 1, 2012
3. Appropriation Ordinance No. 20, October 15, 2012

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3550:** Rezoning property at Fourteen Avenue and Soule Street. Report by Director of Developmental Services, Dennis Veatch.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Lobbyist Agreement with Pinegar, Smith and Associates through the Southwest Kansas Coalition. Report by City Manager, Ken Strobel.
2. Approval of Development Agreement with Jawad, LLC (IHOP). Report by City Manager, Ken Strobel.
3. Approval of Bids to Construct Hangar at Dodge City Regional Airport and authorization to proceed with financing. Report by Superintendent of Public Works, Mike Klein.

**OTHER BUSINESS**

**ADJOURNMENT**

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Thursday, September 27, 2012

6:00 p.m.

MEETING #4901

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners, Joyce Warshaw, Jim Sherer, Kent Smoll and Brian Delzeit.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2012-32:** Commissioner Kent Smoll moved to approve, delaying the Commencement of the Collection of a Community Improvement District Sales Tax from January 1, 2013 to January 1, 2014, seconded by Commissioner Joyce Warshaw. The motion carried unanimously

## **NEW BUSINESS**

On a motion moved by Commissioner Jim Sherer – Brian Delzeit seconded the motion. The City of Dodge City approved the convey area of the Trinity Manor Nursing Home Real Estate at 510 Frontview, Dodge City, KS, to Trinity Manor Property Inc., and authorized the Mayor and other necessary City Officials to execute, acknowledge and deliver the Warranty Deed and all other documents necessary to accomplish the closing of the sale of said Real Estate Property. The motion carried unanimously.

## **ADJOURNMENT**

Commissioner Jim Sherer moved to adjourn the meeting; Commissioner Brian Delzeit seconded the motion. Motion carried unanimously.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, October 1, 2012

7:00 p.m.

MEETING #4902

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners, Joyce Warshaw, Jim Sherer, Kent Smoll and Brian Delzeit

**INVOCATION** by Kirk Larson with Grace Community Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

National Character Counts Week 2012

National Family Community Education Week

## **PUBLIC HEARING**

Mayor Rick Sowers opened the Public Hearing on Advisability of Creating a Community Improvement District. City Manager, Ken Strobel introduced Evan Fitts, Attorney representing Jawad LLC owner of IHOP, Mr. Fitts presented the project and answered questions. Mayor, Rick Sowers closed the Public Hearing.

**Ordinance No. 3549:** An Ordinance of the City Commission of the City of Dodge City, Kansas, Making Certain Findings on the Advisability of Creating a Community Improvement District was approved on a motion by Commissioner, Kent Smoll seconded by Commissioner, Jim Sherer. The motion carried unanimously.

**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).

Clayton Carr, Executive Director of Juvenile Services – Presentation of Annual Information.

Cathy Reeves, Director of Dodge City Public Library - Quarterly Update

Ralph Nall, Executive Director of the United Wireless Arena - Updated the Commission & Community about the upcoming Events at the United Wireless Arena.

Melissa McCoy, Project Development Coordinator - Thanked the City Commission for Participation with the Mexican Consulate, Mexican Independence Day Celebration and the Cavalcade; and  
Thanked Sponsors and thanks to all City Staff for their help and support.

#### **CONSENT CALENDAR**

1. Approval of City Commission Work Session Minutes, September 17, 2012;
2. Approval of City Commission Minutes, September 17, 2012
3. Appropriation Ordinance No. 19, October 1, 2012;
4. Cereal Malt Beverage License
  - a. Boot Hill Museum, Inc., 500 W. Wyatt Earp Blvd.
  - b. Kate's, 305 E. Trail Street

Commissioner Sherer moved to approve the Consent Calendar as presented;  
Commissioner Joyce Warshaw seconded the motion. Motion carried unanimously.

#### **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3547:** An Ordinance Establishing No Parking along Morgan Blvd near the Middle School Entrance/Exit and Providing Penalties for the Violation of the Provisions of this Ordinance was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Kent Smoll. The motion carried unanimously.

**Ordinance No. 3548:** An Ordinance directing the Installation of Stop Signs at the Brier St and 8<sup>th</sup> Avenue Intersection and Providing Penalties for the Violation of the Provisions of this Ordinance was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Brian Delzeit. The motion carried unanimously.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

Approval of Bids from Mid-Continental Restoration in the amount of \$134,660.00 for Project A, repair of stonework and masonry at the Santa Fe Depot, and reject all bids for Projects C, D, and E, window, door repairs and plastic repairs. Commissioner Kent Smoll moved a motion to approve and Jim Sherer seconded. The motion carried unanimously.

#### **OTHER BUSINESS**

Ken Strobel

- October 11, Candidate Forum at DCCC Little Theater; and
- October 16, Black Hills Community meeting;

- TIAK conference;
- League Regional Dinner – October 23 in Liberal;
- Seconded Melissa McCoy’s comments regarding the weekend activities. Thanks to everyone’s efforts;
- Passed out a letter from USD 443 regarding transferring the Civic Center to USD 443;
- Condolences to Jeff Mooradian and Family.

Cherise Tieben

- Discussed her efforts in presenting to Kansas Delegation in Washington D.C. – Regarding Rural Housing programs.

Jim Sherer

- Thanked Melissa McCoy, Cherise Tieben, Chelsey Fisher and Jane Longmeyer for setting up dinner with the Mexican Delegation this past weekend.

Kent Smoll

- Thanked all and for participation in the weekend event. It was a great event.
- Expressed condolences to Jeff Mooradian.

Brian Delzeit

- Had the opportunity to visit with Mexican Delegates and had very positive comments. Great to see the Multicultural programs held here in Dodge City. Thanked Melissa McCoy for her participation and organization.

Rick Sowers

- Express condolences to Jeff Mooradian and family also to the Police Department; and
- Recognized and thanked Jim Sherer for being the President of League of Kansas Municipalities.

**ADJOURNMENT :** Commissioner Brian Delzeit moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried unanimously.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: October 11, 2012*

*Subject: Rezoning @ 2125 N. 14<sup>th</sup> Avenue*

*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** The Dodge City Zoning Board recommends approval of this zoning amendment.

**Background:** Farm Credit of Southwest Kansas submitted an application requesting rezoning the above mentioned property to C-2, Commercial Highway. This property will be utilized for office, institutional, retail and other uses permitted in the C-2 zone.

**Justification:** The proposed use meets all of the requirements of the Dodge City Comprehensive Plan and is located along a major High Accessibility Corridor (14<sup>th</sup> Ave.)

**Financial Considerations:** None

**Purpose/Mission:** To promote development and provide overall growth to the community.

**Legal Considerations:** None

**Attachments:** Ordinance and map showing proposed area to be rezoned.

## **ORDINANCE NO. 3550**

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY KNOWN AS 2125 N. 14<sup>TH</sup> AVENUE FROM R-S, RESIDENTIAL SUBURBAN TO C-2, COMMERCIAL HIGHWAY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby zoned C-2, Commercial Highway:

A tract of land in the Northeast Quarter (NE/4) of Section 22, Township 26 South, Range 25 West of the 6<sup>th</sup> P.M., Ford County, Kansas, beginning at a point 37.5 feet West of the Southeast corner of said quarter section; thence West along the South line thereof 666.13 feet, thence North 334.11 feet; thence East 664.8 feet to a point 37.5 feet West of the East line of said quarter section; thence South 334.44 feet to the point of beginning, containing 5.1 acres, more or less, EXCEPT the East 12.5 feet of said tract deeded to Ford County.

And

Part of the Northeast Quarter (NE/4) of Section 22, Township 26 South, Range 25 West of the 6<sup>th</sup> P.M., Ford County, Kansas, the tract being more fully described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE/4) of said Section 22; thence North along the East boundary line of the Northeast Quarter (NE/4) of said Section 22 for 334.44 feet; thence West 37.5 feet to the point of beginning; thence West 417.4 feet to a point which is 37.5 West of the East boundary line of the Northeast Quarter (NE/4) of said Section 22; thence South parallel to and 37.5 feet from the East boundary line of said Section 22 for 208.7 feet to the point of beginning, containing 2.0 acres, more or less, EXCEPT the East 12.5 feet of said tract deeded to Ford County.

And

A tract of land in the Northeast Quarter (NE/4) of Section 22, Township 26 South, Range 25 West of the 6<sup>th</sup> P.M., Ford County, Kansas, more particularly described as follows: Commencing at a point 334.44 feet North and 454.9 feet West of the Southeast corner of said quarter section for a place of beginning; thence West 247.4 feet; thence North at right angles 208.7 feet; thence East at right angles 247.4 feet; thence South at right angles 208.7 feet to the place of beginning; containing 1.18 acres more or less. (Journal entry of final settlement recorded in Misc. Book 87 at pages 293-297).

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR  
SESSION AND APPROVED BY THE MAYOR, THIS FIFTEENTH DAY OCTOBER,  
2012

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RICK SOWERS, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK

Unnamed

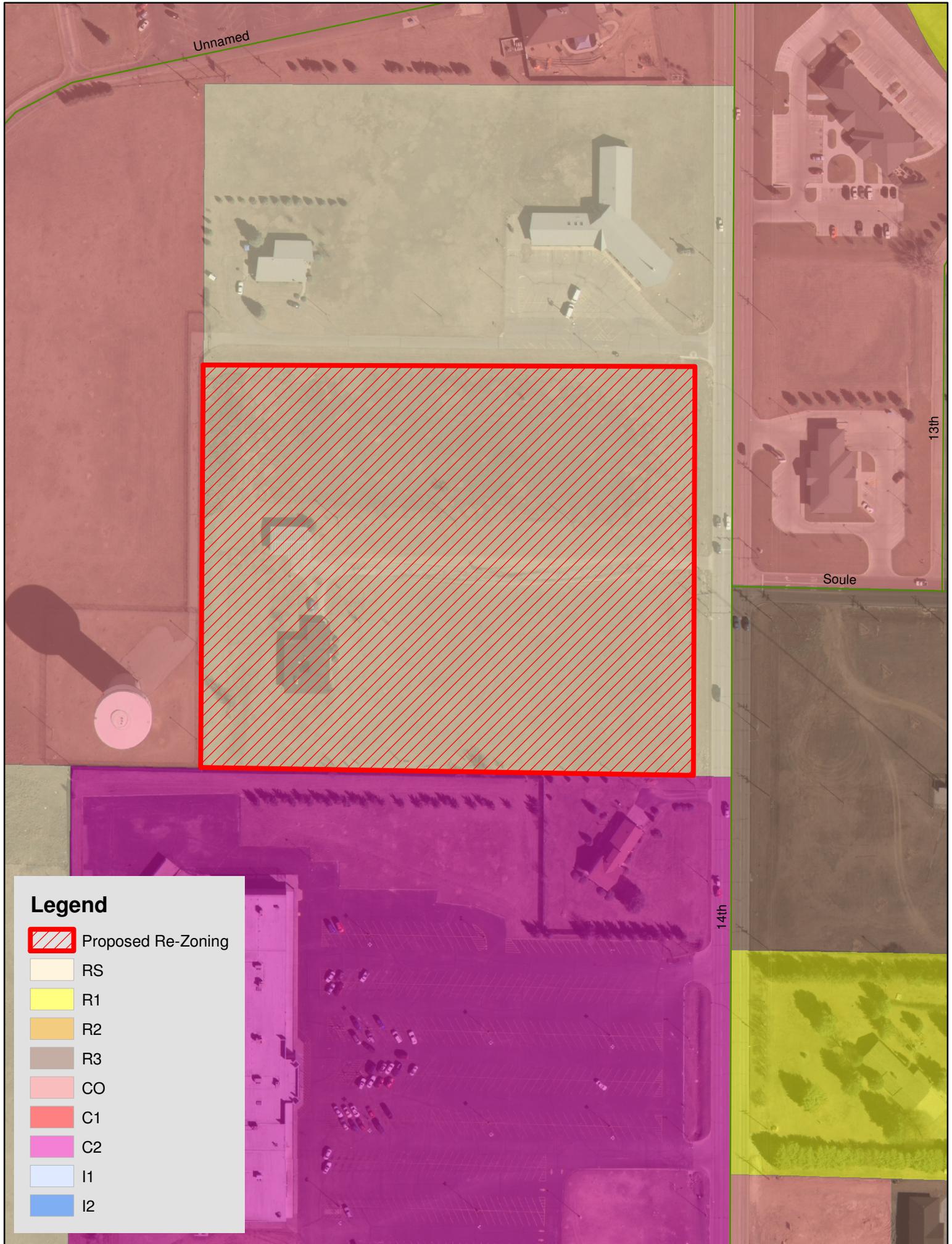
13th

Soule

14th

### Legend

-  Proposed Re-Zoning
-  RS
-  R1
-  R2
-  R3
-  CO
-  C1
-  C2
-  I1
-  I2



## Memorandum

*To: City Commissioners*  
*From: Ken Strobel, City Manager*  
*Date: 10-11-12*  
*Subject: SW KS Coalition*  
*Agenda Item: New Business*

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**Recommendation:** Authorize staff to sign a contract for lobbyist services with Pinegar, Smith and Associates, through the Southwest Kansas Coalition and pay the Southwest Kansas Coalition \$12,167.00 for the City of Dodge City's share of the contract and other SKC expenses.

**Background:** In 2012 the City of Liberal, City of Dodge City and the City of Garden City jointly contracted with Pinegar, Smith & Associates for lobbyist services. The 2012-2013 cost for this service is \$30,000 with additional travel and miscellaneous expenses budgeted at \$6,500.00. The additional expenses will be paid by the SKC for items such as Pinegar, Smith & Associates travel expenses and membership fees to the National Rural Housing Association. The travel expenses have to be approved by the City Managers of the three communities prior to reimbursement. Staff believes that the benefits have been substantial and well worth the investment. The contract will also allow us to utilize the lobbyists for issues that individually affect each community at a separate hourly rate, if all three communities are impacted, it will fall under the contract.

**Justification:** Activities in Topeka happen at a very rapid pace. Our local legislators are not able, nor expected; to keep everyone informed that may be impacted by specific legislation. The lobbyist service makes sure that our interests are represented to other legislators and state staff while working in coordination with our local legislator's to protect our interests.

**Financial Considerations:** Staff budgeted \$8,000 in 2012 for lobbyist services. Those funds are available again from the City Commission budget. The difference will be funded through the City Manager's 2012 budget.

**Purpose/Mission:** By coordinating this contract through the SKC we are able to better serve Dodge City citizens in our efforts to make Dodge City the best place to be.

**Legal Considerations:** None at this time.

**Attachments:** Agreement

## **Agreement for Professional Services**

This Independent Contractor Agreement (the "Agreement") is entered into by and between Pinegar, Smith & Associates, Inc. (the "Consultant"), and Southwest Kansas Coalition (the "Client").

### **RECITALS**

**WHEREAS**, the Client is in need of assistance in the area of government affairs and

**WHEREAS**, Consultant has agreed to perform consulting work for the Client in government affairs services and other related activities for the Client;

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the Client professional services in the area of government affairs ("Consulting Services") as needed and requested.

**A. Deliverables.** Consultant will compile a distribution list in consultation with the Client. Reports, updates and other communication will be sent to those names on the distribution list on a monthly basis. In addition, a general legislative report will be conducted during the regular legislative session by telephone conference call on a weekly basis to include but not limited to legislation of a general interest and legislation that could impact or be of interest to the client. At the request of the Client or a member city, Consultant will be available for additional discussions with the Client via telephone.

**2. Consideration.**

**A. Rate.** Client shall pay Consultant, as Consultant's fee for the representation as provided in this Agreement, the sum of Thirty Thousand Dollars (\$30,000.00) payable in twelve (12) installments. The first installment of Two Thousand Five Hundred Dollars (\$2,500.00) is due October 1, 2012. The remaining eleven (11) payments of Two Thousand Five Hundred Dollars (\$2,500.00) each are payable the first day of each month. The Client shall pay Consultant the amounts due pursuant to submitted invoices received by the Client.

**B. Professional Services To Cities Individually.** The City of Dodge City, The City of Garden City and The City Liberal may individually utilize the professional services of the Consultant on matters outside the scope of this Agreement where no conflict of interest occurs. Consultant's professional fees for such individual service will be subject to a separate written agreement between the contracting city and Consultant. It shall be the collective responsibility of the city managers of The City of Dodge City, The City of Garden City and The City Liberal to

determine no conflict exists among the cities for Consultant to provide professional services to cities individually. The City Manager of the City requesting such individual services shall submit to the other two Managers a brief written summary of the requested services. If no written objection to the request is made by either of the other managers, within five (5) working days following receipt of the summary, no conflict of interest shall be deemed to occur from the requested services.

**C. Expenses.** Additionally, the Client will pay Consultant for the following expenses: lobbyist registration fee for Clients interest; Hospitality, not to exceed \$1,000.00 per year unless prior approval by client is granted; travel expenses. (all travel by Consultant will be pre approved by Client);

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports when a report is received by the Client.

**3. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the Client and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Clients regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Client harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

**4. Confidentiality.** In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information that the Client or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client's personnel or their designees.

**5. Term.** This Agreement shall commence on October 1, 2012 and shall terminate on September 30, 2013, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The Client may, at its option, renew this Agreement for an additional term of one year on the same terms and

conditions as set forth herein by giving notice to Consultant of such intent to renew on or before September 1, 2013.

**6. Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is 48-1249735. The Consultant will register with the Secretary of State to perform the agreed upon services enumerated herein.

**7. Representations and Warranties.** The Consultant will make no representations, warranties, or commitments binding the Client without the Client's prior consent. The Consultant makes no warranties or representation to Client concerning the success or results obtained from Consultant's services. All statements of Consultant on these matters are statement of opinion only.

**8. Legal Right.** Consultant covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the Client from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the Client to pay any amounts which remain unpaid under this Agreement.

**9. The Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**10. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to Consultant:  
Pinegar, Smith & Associates, Inc.  
513 SW Van Buren St.  
Topeka, Kansas 66603
  
2. Notices to the Client:  
Southwest Kansas Coalition  
City of Dodge City  
P.O. Box 880  
Dodge City, Kansas, 67801.

**WHEREFORE**, the parties have executed this Agreement as of the date written above.

**Southwest Kansas Coalition**

By: \_\_\_\_\_  
Ken Strobel  
*City of Dodge City*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Matt Allen  
*City of Garden City*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Long, Mayor  
*City of Liberal*

Date: \_\_\_\_\_

**Pinegar, Smith & Associates, Inc**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Memorandum

*To: City Commissioners*  
*From: Ken Strobel*  
*Date: 10-11-12*  
*Subject: iHOP Development Agreement*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends approval of the Development Agreement between the City and JAWAD, LLC, the owner of the new iHOP restaurant to be located at 14<sup>th</sup> & Wyatt Earp.

**Background:** The Development Agreement provides the procedure for implementation of the Community Improvement District (CID) Ordinance which was adopted at the last Commission meeting.

**Justification:** As reflected in the Owner's Petition for the CID and again in the CID Ordinance, the Owner has requested a "pay-as-you-go" cost reimbursement plan. Under this plan the City will be more actively involved in the reimbursement procedure. The Development Agreement establishes the procedures to be employed and the responsibilities of the party's under this type of plan.

**Financial Considerations:** The City has no financial responsibility under this plan or the Agreement. However, the City staff will be involved in the approval of eligible reimbursement costs for the project. In light of the staff's responsibilities and time commitments a 5% administrative fee will be collected by the City from each reimbursement paid to the Owners. This is the maximum fee allowed by the CID statute.

**Purpose/Mission:** To provide appropriate incentives for retail development within the City.

**Legal Considerations:** The Agreement has been reviewed and revised by legal counsel.

**Attachments:** Copy of final Development Agreement

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”), is made and entered into this 15th day of October, 2012 by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “City”); and **JAWAD, LLC**, a Kansas limited liability company (the “Developer”) (with the “Developer” and the “City” collectively referred to as the “Parties” and each a “Party”).

### **RECITALS**

A. The City has authority to create a community improvement district (“CID”), pursuant to K.S.A. § 12-6a26 *et seq.* (the “CID Act”), for the purpose of financing certain public and private improvements as defined therein. Under the CID Act, the owners of at least 55% of the total assessed value and land area within the proposed CID boundaries may petition the City to request the creation of a CID and to impose special assessments or a community improvement district sales taxes to pay the cost of eligible projects or to repay bonds issued by the City to finance such projects.

B. The Developer is the owner of certain land in the City generally located at the northeast corner of Wyatt Earp Blvd. and 14<sup>th</sup> Avenue (the “Project”).

C. On or about August 8, 2012, the Developer, along with other property owners within the Project, submitted a petition (the “Petition”) to the City requesting the formation of a community improvement district (the “District”). A copy of the Petition is attached hereto as **Exhibit A**. A legal description and map of the boundaries of the District is set forth on **Exhibit B** attached hereto.

D. On October 1, 2012, the City approved the creation of the District through the adoption of Ordinance No. 3549 (the “CID Ordinance”). As was contemplated in the Petition, the CID Ordinance approved certain public and private improvements within the District (the “CID Improvements”), as more particularly described on **Exhibit C** attached hereto (collectively, the “CID Costs”), to be financed with pay-as-you-go financing or the issuance of special obligation bonds payable from revenues received from the imposition of an additional 1% sales tax on all taxable sales within the District (the “CID Sales Tax”). The CID Sales Tax shall commence following submittal by the City of a certified copy of the CID Ordinance to the Kansas Department of Revenue. Submittal to the Kansas Department of Revenue shall occur following publication of the CID Ordinance and written notice to the City from the Developer requesting submittal.

E. The Parties now desire to enter into this Agreement to formalize the construction and financing of the CID Improvements.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS AND RULES OF CONSTRUCTION**

A. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

1. “Administrative Costs” means reimbursement to the City from the CID Sales Tax Fund in the amount of Five percent (5%) of any reimbursement to Developer for CID Costs made in accordance with this Agreement.
2. “Agreement” means this Agreement as may be amended in accordance with the terms hereof.
3. “CID Act” means K.S.A. § 12-6a26 *et seq.*
4. “CID Bonds” means community improvement district special obligation bonds issued by the City to finance all or a portion of the CID Projects, if any.
5. “CID Costs” means, collectively, the costs of the CID Improvements and other eligible expenses related to the Project to the extent such expenses are “costs” of a “project” as defined in the CID Act, the estimated amounts of which are shown in **Exhibit C**, as well as the private financing costs of the CID Costs.
6. “CID Improvements” means the projects and related permissible improvements as set forth in the CID Act and the CID Ordinance.
7. “CID Ordinance” means Ordinance No. 3549 adopted by the City on October 1, 2012.
8. “CID Sales Tax” means the community improvement district sales tax authorized by the CID Act and the CID Ordinance.
9. “CID Sales Tax Fund” means the separate fund established by the City for deposit of the CID Sales Tax received from the State collected within the District, and that is used to finance the CID Costs pursuant to the CID Act.
10. “City” means the City of Dodge City, Kansas.
11. “City Representative” means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager.
12. “Developer” means Jawad, LLC, and its successors and assigns.
13. “Event of Default” means any event or occurrence as defined in Article VI of this Agreement.

14. “Parties” means the City and the Developer.

15. “Pay-as-you-go financing” means pay-as-you-go financing, as that term is defined in the CID Act, which financing shall be used to pay the CID Costs, as well as the private financing costs of the CID Costs.

16. “State” means the State of Kansas.

17. “Term” means the earlier of twenty-two (22) years from the date the Director of Taxation for the State of Kansas begins collecting the CID Sales Tax within the District or when all CID Costs have been paid.

18. “Underwriter” means the underwriter or original purchaser of or placement agent for the CID Bonds selected by mutual agreement of the City and the Developer.

B. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

1. The terms defined in this Article include the plural as well as the singular.

2. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

3. All references herein to “generally accepted governmental accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

4. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

5. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

6. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

## **ARTICLE II** **DEVELOPMENT OF THE PROJECT**

A. Completion of the CID Improvements. Any of the CID Improvements completed by the Developer shall be in conformance with approved plans for such improvements, City building codes, City Ordinances and all other applicable rules and regulations. Before commencement of construction or development of any buildings, structures or other work or

improvement, the Developer shall obtain any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

B. Cost of the Project. The Developer shall be responsible for and will bear all the CID Costs, subject to the terms of this Agreement governing reimbursement for expenditures on the CID Costs.

### **ARTICLE III** **CID FINANCING**

A. CID Sales Tax. The City shall deliver a certified copy of the CID Ordinance to the Kansas Department of Revenue imposing the CID Sales Tax upon the receipt of written notice from the Developer requesting such delivery. Except as otherwise set forth herein, all of the CID Sales Tax shall be available for and dedicated to pay the CID Costs for the duration of the Term.

B. CID Sales Tax Fund. During the existence of the District all CID Sales Taxes collected by the Department of Revenue and distributed to the City shall be deposited into a CID Sales Tax Fund, which shall be established and administered by the City in compliance with the laws of the State of Kansas and this Agreement and shall be held solely for the payment of the CID Costs, or any CID Bonds issued to finance same, and shall not be otherwise expended or commingled with other funds.

C. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax shall be used to reimburse the Developer for the CID Costs, as described in Exhibit C, or to pay the principal and interest of any CID Bonds issued to finance same, as well as the private financing costs of the CID Costs. The City hereby agrees that the estimates of expenses related to the CID Costs may change prior to and during the expenditure of the CID Costs. Unless otherwise agreed by the Parties in writing, reimbursements shall be made solely to the Developer unless otherwise set forth in this Agreement.

D. Certification of Expenditures. The Developer shall certify all costs and expenditures to be made in connection with the CID Costs in accordance with the following:

1. The Developer shall submit to the City a Certification of Expenditure in the form attached hereto as Exhibit D setting forth the amount for which reimbursement is sought and an itemized listing of the related CID Improvement.

2. Each Certification of Expenditure shall be accompanied by such bills, contracts, invoices, paid receipts, and other evidence as the City shall reasonably require to document appropriate payment.

E. Reimbursement. The City shall have twenty (20) calendar days after receipt of any Certification of Expenditure to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditure shows payment by the Developer of the CID Costs; (2) the expense was incurred; (3) the Developer is not in material default under this Agreement; (4) there is no fraud on the part of the Developer; and (5)

the Developer is current on the payment of all sales and real property taxes currently due, then the City shall approve the Certification of Expenditure and promptly reimburse the Developer for the CID Costs, less Administrative Costs in the amount of Five percent (5%) of such reimbursement, pursuant to the terms of this Agreement if sufficient funds are available in the CID Sales Tax Fund, and quarterly as funds become available in the event that funds in the CID Sales Tax Fund are at that time insufficient.

#### **ARTICLE IV** **CID BOND ISSUANCE**

A. CID Bonds. Notwithstanding anything in this Agreement to the contrary, the Developer may request the issuance of special obligation bonds to pay the CID Costs issued in one or more series payable from the CID Sales Tax and on terms mutually agreeable to the Parties (the "CID Bonds"). Issuance of such bonds shall be at the sole discretion of the City.

B. CID Bond Fund. If the CID Bonds are issued by the City, a CID bond fund shall be created and administered by the City or its designee and will be utilized solely to repay the CID Bonds. The specifics of the issuance and repayment of the CID Bonds shall be in accordance with the bond documents for such issuance, to be approved by City ordinance, and in accordance with this Agreement. Upon issuance of the CID Bonds, the net bond proceeds of the issuance of such bonds shall be disbursed to the Developer by the City or bond trustee for the purpose of funding the CID Costs in accordance with the terms of this Agreement and the bond documents of such issuance.

C. Privately Placed Bonds. The Developer may request to have the CID Bonds privately placed and sold to (i) institutional investors including, without limitation, insurance companies, funds and state or federally chartered financial institutions, and/or (ii) the Developer and/or entities related to or affiliated with the Developer.

#### **ARTICLE V** **DEFAULTS AND REMEDIES**

A. Defaults - General. The following events shall constitute an Event of Default under this Agreement:

1. Subject to the extensions of time set forth in subsection F below (Enforced Delay), failure or delay by any Party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in paragraph (2) below, constitutes a default under this Agreement. A Party claiming a default (claimant) shall give written notice of default to the other parties, specifying the default complained of.

2. The claimant shall not institute proceedings against a Party, nor be entitled to damages if the other Party within fourteen (14) days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

B. Remedies on Default. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer may pursue any remedy at law and in equity, except as provided below. Whenever any Event of Default by the Developer shall have occurred and be continuing, subject to applicable cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and/or (2) refuse to approve any further Certificates of Expenditures and make any disbursements until such Event of Default is cured by the Developer and/or terminate this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Further, specific performance shall not be available to the City to require the Developer to construct any improvements within the District.

B. Attorney's Fees. In the event of any litigation for the interpretation, enforcement or termination hereof, or for damages for an Event of Default hereunder, or which in any other manner relates to this Agreement, each Party shall be responsible for its own attorneys fees.

C. Legal Actions.

1. Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Ford County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

2. Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon an officer or agent of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law. In the event the Developer no longer has an officer or registered agent to serve, or cannot be located for service of process, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

D. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

E. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

F. Enforced Delay; Extension of Times of Performance.

1. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to default of the other Party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; market conditions; quarantine restrictions; freight embargoes; lack of transportation; or unusually severe weather; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform.

2. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

## **ARTICLE VI** **GENERAL PROVISIONS**

A. Termination of the CID. The City shall not terminate the CID prior to the expiration of its Term, except as provided by law, or as requested by the Developer.

B. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, upon official action of the City's governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

C. Assignment of Rights in CID Sales Tax. The Developer may by written agreement assign its rights to the revenues of the CID Sales Tax to another person or entity. A copy of such agreement shall be provided to the City, and any reimbursements made after the effective date of such agreement shall be made in accordance with the terms thereof.

D. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative shall have the right of access to the District, without charges or fees, during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing any of the CID Improvements.

E. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements,

negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the Parties.

F. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

G. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

Jawad, LLC  
Attn: Mohamad Touffaha  
3505 N. Rock Road  
Wichita, KS 67226

With copies to:

Korb W. Maxwell  
Polsinelli Shughart, P.C.  
700 W. 47<sup>th</sup> Street, Suite 1000  
Kansas City, MO 64112

To the City:

City Manager  
City of Dodge City  
806 N. 2<sup>nd</sup> Ave.  
Dodge City, KS 67801

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

H. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

I. Recordation of Agreement. The Parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Ford County, Kansas.

J. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld.

K. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**CITY OF DODGE CITY, KANSAS**

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Rick Sowers, Mayor

**ATTEST:**

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Nannette Pogue, City Clerk

**APPROVED AS TO FORM:**

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Ken Strobel, City Manager/Legal Counsel



## **EXHIBIT LIST**

**EXHIBIT A – CID PETITION**

**EXHIBIT B – LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT**

**EXHIBIT C – CID COSTS**

**EXHIBIT D – CERTIFICATION OF EXPENDITURES**

**EXHIBIT A  
CID PETITION**

**PETITION FOR THE CREATION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

**TO:** The Governing Body,  
City of Dodge City, Kansas

The undersigned, being the owner of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petitions the City of Dodge City, Kansas (the “City”) to create a community improvement district and authorize the proposed projects hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the “Act”). In furtherance of such request, the petitioner states as follows:

**1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT**

A map generally depicting the proposed community improvement district (the “District”) is attached hereto as EXHIBIT “A”.

The legal description of the District is attached hereto as EXHIBIT “B”.

**2. GENERAL NATURE OF THE PROJECTS**

The general nature of the proposed projects (the “Projects”) is to promote the development of a new commercial building along a portion of Wyatt Earp Boulevard, as is more particularly described herein, by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

**3. ESTIMATED COST**

The estimated or probable cost of the Projects is \$2,335,000. See the attached EXHIBIT “C” for a detailed budget.

#### **4. PROPOSED METHOD OF FINANCING**

It is proposed that the Projects be financed through a combination of private equity, private debt, and community improvement district financing. It is proposed that community improvement district revenue will be made available to finance the cost of the Projects through pay-as-you-go financing, as defined in the Act, the issuance of special obligation bonds/notes, or a combination of these two methods.

#### **5. PROPOSED METHOD AND AMOUNT OF ASSESSMENT**

It is not being proposed that the Projects be financed through the levying of assessments.

#### **6. PROPOSED AMOUNT OF SALES TAX**

It is being proposed that the Projects be financed in part through the levying of a 1% add-on sales tax as authorized by the Act with such add-on sales tax to commence on January 1, 2013 or any other effective date requested by the petitioner in writing.

#### **7. NOTICE TO PETITION SIGNATORY**

Names may not be withdrawn from this Petition by the signatory hereto after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.



## EXHIBIT B – RESOLUTION NO. 2012-29

### Proposed Project

The general nature of the proposed project is to promote the development of a new commercial building along a portion of Wyatt Earp Boulevard, as is more particularly described in the Petition, by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

**EXHIBIT C – RESOLUTION NO. 2012-29**

**LEGAL DESCRIPTION OF DISTRICT**

Lots Six (6) and Seven (7), Block Twenty-five (25), Enterprise Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof, except the South Four (4) Feet of Lot Seven;

Lot Eight (8), except the South Four (S4) feet thereof, and all of Lot Nine (9), Block Twenty-five (25), Enterprise Addition, an Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof;

The West 92 feet of Lot Fifteen (15), Block Twenty-six (26), in Enterprise Addition, an Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof; and

The South 20.00 feet of Lots 5 and 10, and all of that part of the vacated alley lying between the South 20.00 feet of Lots 5 and 10, all in Block 25, Enterprise Addition, Dodge City, Ford County, Kansas.

**-AND-**

Lots 7 & 8, BLK 26, LESS ROW; ENTERPRISE ADDITION, Dodge City, Ford County, Kansas



**EXHIBIT B**  
**LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT**

Lots Six (6) and Seven (7), Block Twenty-five (25), Enterprise Addition to the City of Dodge City, Ford County, Kansas according to the recorded Plat thereof, except the South Four (4) Feet of Lot Seven;

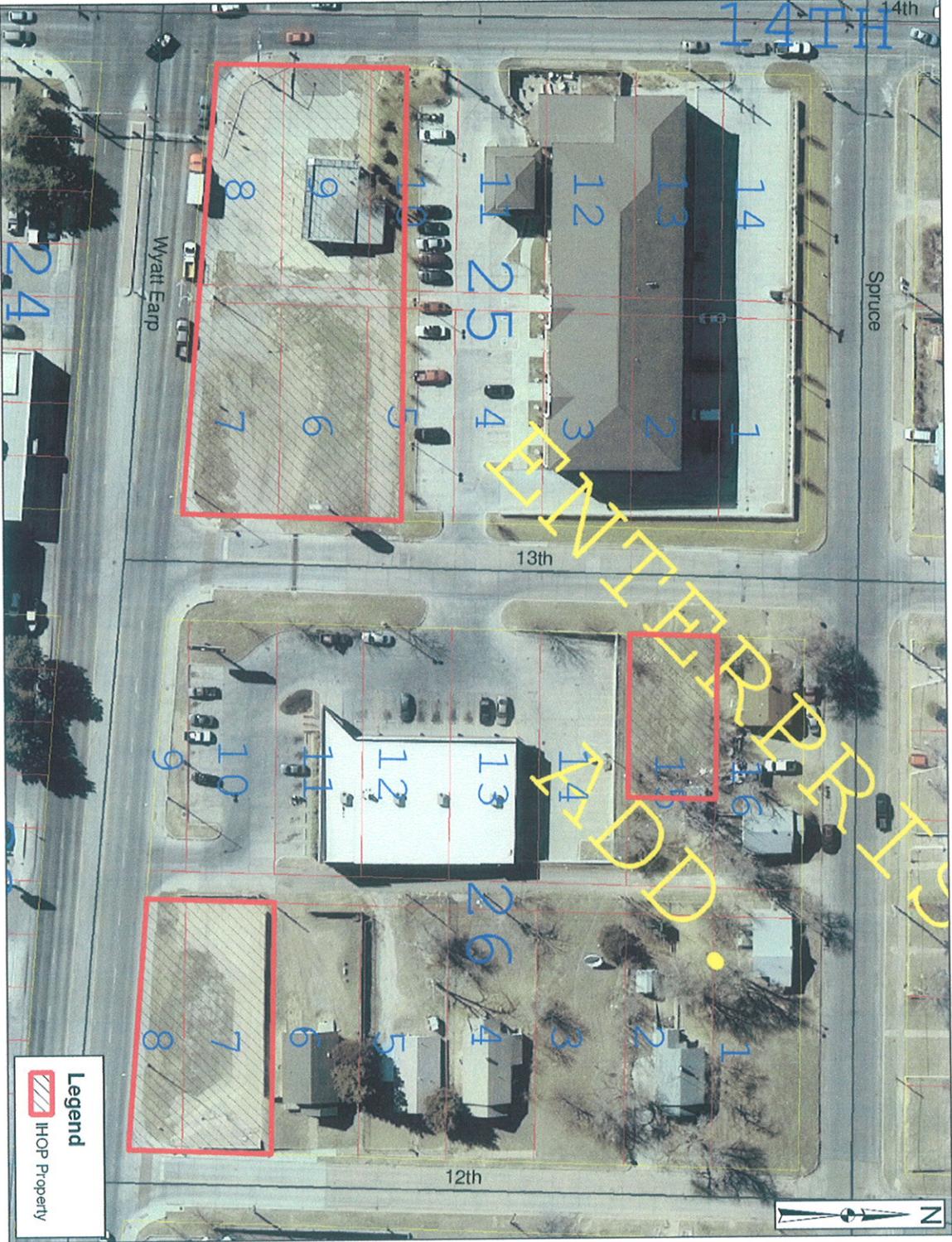
Lot Eight (8), except the South Four (S4) feet thereof, and all of Lot Nine (9), Block Twenty-five (25), Enterprise Addition, an Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof;

The West 92 feet of Lot Fifteen (15), Block Twenty-Six (26), in Enterprise Addition, an Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof; and

The South 20.00 feet of Lots 5 and 10, and all of that part of the vacated alley lying between the South 20.00 feet of Lots 5 and 10, all in Block 25, Enterprise Addition, Dodge City, Ford County, Kansas

-AND-

Lots 7 & 8, BLK 26, LESS ROW; ENTERPRISE ADDITION, Dodge City, Ford County, Kansas



**EXHIBIT C  
CID COSTS**

<u>Description</u>	<u>Cost</u>
<u>Hard Costs</u>	
Real Property Acquisition	\$ 415,000
Site Work/Demolition	\$ 140,000
Building Construction	\$ 800,000
HVAC	\$ 110,000
Equipment	\$ 365,000
Signage	\$ 28,000
Subtotal:	\$ 1,858,000
 <u>Soft Costs</u>	
Architectural & Engineering	\$ 30,000
Survey/Testing	\$ 4,000
Project Management	\$ 75,000
Permits	\$ 3,000
Legal/Miscellaneous	\$ 65,000
Subtotal:	\$ 177,000
 <u>Ongoing Expenses</u>	
Improvements, Administration, & Maintenance - 22 years	\$ 300,000
Subtotal:	\$ 300,000
<b>Hard Costs:</b>	<b>\$ 1,858,000</b>
<b>Soft Costs:</b>	<b>\$ 177,000</b>
<b>Ongoing Operating Expenses:</b>	<b>\$ 300,000</b>
<b>Total CID Eligible Costs:</b>	<b>\$ 2,335,000</b>

**EXHIBIT D**  
**CERTIFICATION OF EXPENDITURES**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to the Development Agreement (the "Agreement") for the community improvement district between the City of Dodge City, Kansas and the undersigned (the "Developer"), the Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are reasonable costs that are reimbursable under the Agreement.
5. Each item listed above has not previously reimbursed from the CID Sales Tax Fund and no part thereof has been included in any other Disbursement Request previously filed with the City.

**JAWAD, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF DODGE CITY**

By: \_\_\_\_\_  
City Representative

**ATTACHMENT I  
TO CERTIFICATION OF EXPENDITURE**

REQUEST NO. \_\_\_\_\_

DATED \_\_\_\_\_

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**SCHEDULE OF PAYMENTS REQUESTED**

Person, firm or corporation to whom payment was made	Amount to be reimbursed	General classification and description of the costs of issuance for which the Obligation to be reimbursed was incurred
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## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Mike Klein, Airport Manager*

*Date: October 10, 2012*

*Subject: Airport Hangar Bids*

*Agenda Item: New Business*

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### **Recommendation:**

Three bids were received and opened on October 2, 2012 for the construction of a 120 foot by 100 foot hangar at the Dodge City Airport. The bids received are as follows:

JAG Construction, Dodge City	\$ 331,753.00
Additional Concrete to ramp area	<u>\$ 18,125.00</u>
Total	\$ 349,878.00
Morgan Brothers Construction, LaCrosse, Kansas	\$ 383,000.00
Conant Construction, Dodge City	\$ 407,233.89

It is staffs recommendation to accept the bid from JAG Constructions and allow the City Clerk to secure financial funding through a lease purchase or other financial means.

A lease agreement will be completed with Crotts Aircraft Service prior to final financial approval. The lease agreement will be for a term of 15 years to pay off the loan. After the 15 year lease has expired a new lease will be entered into with Crotts Aircraft Service. The new hangar will be a City owned building and will be added to the fixed assets. Insurance coverage for the new hangar will be \$ 500.00 annually.

### **Background:**

In an effort to accommodate the local demand for hangar space the Dodge City Regional Airport is requesting funding to build a hangar at the airport. Over the past three years Crotts Aircraft Service have received request for hangar space from 14 different aircraft owners. It is recommended to construct a 12,000 square foot public use hangar. This

project will allow additional aircraft to be based at the Dodge City Regional Airport and generate future revenue.

At the current time the Dodge City Regional Airport has 42 based aircraft. The airport has 27,240 square feet of hangar space available with 12 T-Hangars. All available hangar space is utilized.

**Justification:**

In order to meet the current customer needs, we need to expand hangar space for our existing and expanding businesses. Additional hanger capacity would allow us to better serve our existing clientele and allow us to help in the recruitment and retention of businesses in several industrial and commercial sectors of our community and region.

**Financial Considerations:**

15 year financial commitment.

**Purpose/Mission:**

To meet the current needs of our customers and future revenue.

**Legal Considerations:**

Lease agreement with Crotts Aircraft Service and a 15 year financial commitment.

**Attachments:**