CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	May 24, 2016	
RESOLUTION OR ORDINANCE NUMBER	R-16-73	
AGENDA TITLE	Resolution to authorize the execution of the First Amendment to Lease between the City of Coffeyville and Kansas Military Board	
REQUESTING DEPARTMENT	Legal	
PRESENTER	City Attorney	
FISCAL INFORMATION	Cost as recommended:	None
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Authorize execution first amendment	

BACKGROUND / ANALYSIS	The City signed a 20-year lease with the Kansas Military Board for the armory building on Perl Schmid Drive with a lease term of 7/12/05 to 7/11/25. The rental amount is $3,200/year and the lease called for rent adjustment to be made based on the City's insurance costs for the building. The $3,200 rent amount continues to cover the City's insurance cost so no adjustment is being proposed; however, the National Guard's planner discovered an error regarding the total square footage referenced in the original lease. According to the planner, the Guard pays a fee to the Department of Administration, which is based on the amount of office space within the leased property, which is overstated. The total area covered by the lease is also overstated. Although the rent amount will remain the same, the amendment will allow the Guard to reduce its payment to the Department of Administration.
SPECIAL NOTES	
PUBLIC INFORMATION PROCESS	No special public information procedures are required for this item.
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve Resolution No. R-16-73
REFERENCE DOCUMENTS ATTACHED	Current Lease; Proposed First Amendment to Lease; Floor Plan Drawing

RESOLUTION NO. R-16-73

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO A REAL ESTATE LEASE AGREEMENT FOR THE BUILDING LOCATED AT 2669 PERL SCHMID DRIVE WITH THE KANSAS MILITARY BOARD.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor be and is hereby authorized and directed to execute the First Amendment to a Real Estate Lease Agreement for the lease of the building located at 2669 Perl Schmid drive with the Kansas Military Board.

Adopted this 24th day of June 2016.

_____
Craig C. Powell, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

First Amendment to lease between City of Coffeyville and Kansas Military Board

1 July 2016

Both parties agree to amend Paragraph 2 "Rental Payments" and Special Provision 13 of their lease agreement on property located at 2669 Perl Schmid Drive as follows:

2. RENTAL PAYMENTS:

Second Party agrees to pay equal ☐ monthly ☐ quarterly ☐ semi-annual ☒ annual installments of $3,200.00 commencing on the 12st day of July and on the 12th day of each corresponding payment period thereafter until the term of this lease ends; and in concurrence with payment schedule in Special Provision 13 .

Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final payment shall be prorated for any partial month payment that may be due.

The space herein above described contains 3,288 square feet of space for office use at the rate of $ per square foot per annum; 6,007 square feet of floor space for records and property storage use at the rate of $ per square foot per annum; and 16,646 (square feet of floor space) (acres, more or less) for other use (specify): National Guard Training Space at the rate of $ per square foot per annum or per acre. Rental payments include the cost to lease the existing premises and any improvements made to the premises. Facility includes paved parking, fencing, and 10.45 acres of land.

Spec. Prov. 13. (X) Rental.

13.1. Basic Rental. The State agrees to pay the City a basic rental for the leasing of the Premises due in advance in equal annual installments of $3200.00 dollars per year commencing the l2th day of July, 2005, and on the 12th day of July of each year thereafter for a period of ten (10) years.

13.2. Rental Adjustment. On July 12, 2016 the Basic Rental shall be adjusted to approximate the City's updated cost of liability and property insurance policy on the premises over the last nine (9) years of the lease term. The State agrees to pay the adjusted rental of $X,XXX in equal annual installments commencing the 12th day of July, 2016, for a period of nine (9) years. The City agrees to provide the lessor, upon request, copies of all records relied on to determine the amount of the adjusted rent.

13.3 Prepaid rent shall be refunded in a prorated amount in the event the lease is terminated prior to the yearly term.

13.4. Billing. The City will invoice the State annually for billing the rental amount. Notice should be sent to:

Adjutant General's Department
Comptroller's Office
2800 SW Topeka Blvd.
Topeka, KS 66611-1287

APPROVALS OF LESSOR & LESSEE

IN WITNESS WHEREOF, the respective parties have hereunto caused this instrument to be executed on its behalf by its duly authorized officers all on the date and year hereinafter shown.

LESSOR: City of Coffeyville

Craig Powell, Mayor Date

ATTEST:

City Attorney Date

LESSEE: State of Kansas, Kansas Military Board (KMB)

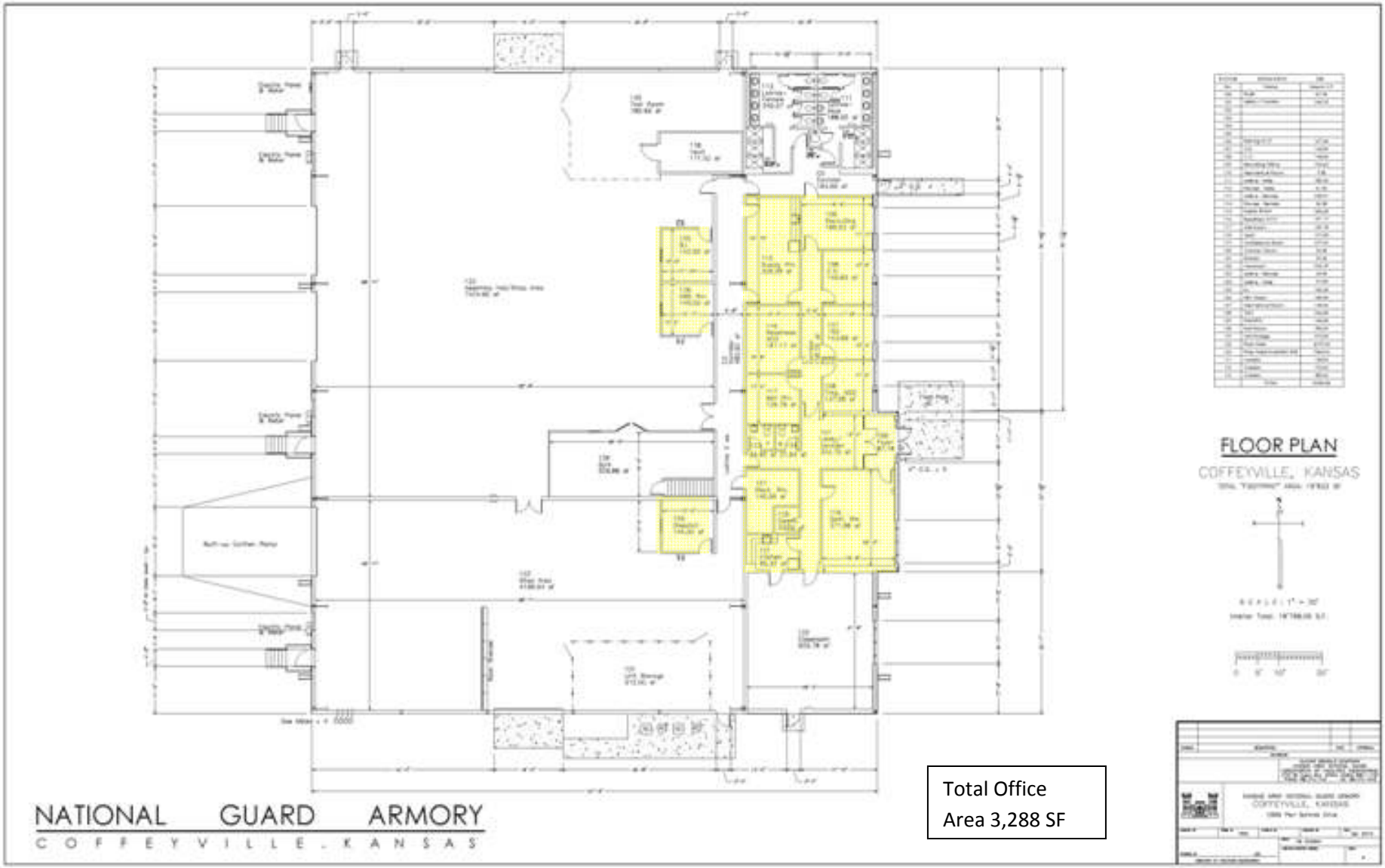
Johnathan P. Small (BG Ret) Date
Chairman Kansas Military Board

ATTEST:

Lee E. Tafanelli, Major General, Kansas National Guard Date
The Adjutant General

APPROVED:

Paul W. Cope, MAJ, Kansas Army National Guard Date
Interim Legal Advisor to The Adjutant General


FLOOR PLAN
COFFEYVILLE, KANSAS
NATIONAL GUARD ARMORY
COFFEYVILLE, KANSAS
Total Office
Area 3,288 SF

State of Kansas
Department of Administration
Division of Facilities Management
DA-46 (Rev. 2/28/02)

REAL ESTATE LEASE AGREEMENT

Encumbrance No: A0690177

Agency Contract No: _____

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A. 75-3730, 3739(l) AND 3743, as amended, NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURE BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO.

This Lease Agreement should be completed well in advance of the proposed effective date of the Lease and submitted for the approval of the Department of Administration. Clauses printed in this contract are considered mandatory and may only be supplemented, if at all, by a special condition approved by the Department of Administration.

FILL IN ALL BLANKS ACCORDINGLY

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person:	Cindy Price		
LESSOR NAME:	City of Coffeyville		
Address:	P. O. Box 1629 102 W. 7th Street		
City:	Coffeyville		
State:	KS	Zip Code:	67337
Telephone:	(620) 252-6108	FAX:	(620) 252-6175

Type of Firm: ( ) Individual; ( ) Partnership; ( ) Corporation; (X) Government
Firm's Taxpayer Identification No.

LESSEE (Second Party or 2nd Party)

Contact Person:	Kelly Blake		
LESSEE NAME:	Kansas Military Board, for the State of Kansas		
Address:	2800 SW Topeka Blvd.		
City:	Topeka		
State:	KS	Zip Code:	66611-1287
Telephone:	(785) 274-1454	FAX:	(785) 274-1616

Property Description: Training Center in Coffeyville, Kansas located on Lot 3, Airport Industrial Park Addition, being a portion of Section 8, Township 34 South, Range 17 East of 6th P.M. See Exhibit A.

Street Address: 2669 Perl Schmid Drive
City: Coffeyville
County: Montgomery State: KS Zip Code: 67337

WITNESSETH, that First Party, in consideration of the rents, covenants, and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property.

1. **TERM** To have and hold the same for the term of:
   ( ) (a) indefinite, month to month; (specify BEGIN date only)
   ( ) (b) indefinite, year to year; (specify BEGIN date only)
   ( ) (c) one year; (specify BEGIN date and END dates)
   (X) (d) other (specify length of term in years and months and specify BEGIN date and END dates) twenty (20) years which term is to BEGIN on July 12, 2005, and which term is to END on July 11, 2025.

2. **RENTAL PAYMENTS**

Second Party agrees to pay equal annual installments of $3200.00 dollars per year commencing the 12th day of July, 2005, and on the 12th day of July of each year following for nine (9) years. Thereafter, see Special Provision 13.

The space herein above described contains 6,928 square feet of space for office use at the rate of zero dollars per square foot per annum; 36,595 square feet of floor space for records and property storage use at the rate of zero dollars per square foot per annum; and 10.45 acres (more or less). Facility includes paved parking area and fencing.

3. USE OF PREMISES
Second Party shall have the full and unrestricted use of the premises for the term of this lease, or any renewals thereof, for the following purposes:

Army National Guard training and administrative operations, equipment maintenance, emergency management operations, veteran's affairs, state agency administrative activities and programs, and community support activities; facility leased to federal, state, or private persons and civic groups as determined by Second Party.

The total Full-Time Equivalent (FTE) employees working on these premises is 2.

4. UTILITIES
Public utilities will be furnished and paid for by First Party (1st) or Second Party (2nd) as follows:

(a) water,	2nd party;	(d) electricity,	2nd party;
(b) gas,	2nd party;	(e) heat,	2nd party;
(c) air-conditioning,	2nd party;	(f) telephone,	2nd party.

5. REPAIR OF PREMISES: Second Party will pay the costs and will maintain in good repair the exterior walls and windows, roof, structural floors, and pay the costs and will furnish repairs to heating, air conditioning, plumbing, sewer lines, and electrical wiring and related fixtures, and will return the premises to the First Party in as good a condition and repair as when the lease originated, reasonable wear and tear excepted.

Second Party will repair any damages occasioned by its officers, employees, agents, invitees, sub-tenants and sub-lessees.

6. ADDITIONAL SERVICES: Additional Services be furnished and paid for by First Party (1st) or Second Party (2nd) as follows:

(a) Grounds maintenance & landscaping, including cleaning of parking areas, entrances and sidewalks 2nd party;
(b) Snow removal 2nd party;
(c) Pest control 2nd party;
(d) Custodial service of leased area 2nd party;
(e) Custodial service of common areas 2nd party;

7. SUBLETTING

Second Party shall have the right to sublet any of the space herein leased to any other federal, state agency or private person for the same or a comparable use, so long as the Second Party remains in possession and control of the premises as the primary tenant.

8. UNTENANTABLE PREMISES (If building space, otherwise not applicable)

If these premises shall be damaged by fire, casualty, natural disaster, or other cause so as to be untenantable, the Second Party may elect to void this lease and the obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of said damage.

9. TERMINATION FOR FISCAL NECESSITY

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the state agency.

10. AUTOMATIC TERMINATION HOLDING OVER

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to lease Special Provision 2; however, if Second Party shall hold over the end of the term without the benefit of renewal, that Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after six (6) months unless written approval of the Secretary of Administration is secured.

11. REMOVAL OF PERSONAL PROPERTY

All personal property, or installed personal property, placed upon the premises by Second Party during occupancy, which may be removed upon vacation by Second Party at the end of the term without substantial damage to the real estate, shall be and remain the sole property of Second Party and may be removed, or if substantial damage would occur, Second Party may elect to remove the property and restore the premises.

12. AGREEMENT WITH KANSAS LAW

This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

13. ANTI-DISCRIMINATION CLAUSE

The First Party agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. §12101 *et seq.*) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities;

(b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer";

(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;

(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;

(e) that a failure to comply with the reporting requirements (c) above or if the First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission such violation shall constitute a breach of the contract;

(f) if the Second Party determines that the First Party has violated applicable provisions of ADA, that violation shall constitute a breach of contract;

(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State Department of Administration.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 13 are not applicable to First Party who employs fewer than four employees or whose contracts with this agency of the Kansas state government total $5,000 or less during this fiscal year.

14. BINDING EFFECT

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

15. RESPONSIBILITY FOR TAXES

The Second Party shall be responsible for and indemnify First Party for any federal, state or local taxes, fees or assessments, which may be imposed or levied upon the subject matter of the lease by virtue of the use or occupancy by Second Party, sub-tenants and sub-lessees.

16. LIABILITY FOR DAMAGES

Notwithstanding any language to the contrary, neither party shall be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

Each of the parties hereto shall at all times indemnify and hold the other party harmless against all actions, claims, demands, costs, damages, and expenses of every kind which may be brought or made, arising from the negligence of the indemnifying party, its agents, employees, and invitees.

17. ACCESSIBILITY

If the Department of Administration determines that improvements or changes are required for the Second Party to comply with the minimum standards for accessible design contained in the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), the First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. If the improvements or changes have not or cannot be completed, the Department of Administration may require the Second Party to terminate this Lease upon the giving of 120 days notice in writing to the First Party.

Waiver of any part of this provision must be sought through application to the Director of Facilities Management and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference: Special Provision 6).

18. SPECIAL PROVISIONS

The following Special Provisions indicated by an X and numbered as listed hereafter, or those additional numbered Special Provisions contained on an attachment are made a part hereof and incorporated into this contract. (These numbers of the Special Provisions and any Additional Special Provisions applicable must be listed on the following line.)
(4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, &16)

If applicable mark an X in the parentheses ( ) below.

Spec. Prov. 1. ( ) **Termination Prior to Expiration of Term:** Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of a ____ days notice in writing to First Party.

Spec. Prov. 2. ( ) **Renewal:** By the giving of notice in writing to First Party at least _____ days prior to the end of the term specified, Second Party may renew this lease for an additional term of _____ under the same rent, conditions, and terms set out herein.

Spec. Prov. 3. ( ) **Parking:** First Party shall furnish to Second Party off-street parking for _____ motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. (X) **Storage:** Second Party shall have the unrestricted right to store non-hazardous materials or equipment upon the premises and the right to remove said material at any time during the term of this lease or any renewal thereof.

Spec. Prov. 5. (X) **Improvements:** Second Party may install or construct upon the land, buildings and improvements of a temporary nature, and such buildings and improvements shall remain the sole property of Second Party and may be removed at any time if they can be removed without damaging or affecting the leased premises. Second Party may install or construct buildings and improvements of a permanent nature with the written consent of the First Party, and such buildings and improvements shall become and remain part of the leased premises

unless First Party requires Second Party to remove the buildings and improvements, in which case Second Party, at its sole cost and expense, shall restore the leased premises to its previous condition.

Spec. Prov. 6. ( ) **Waiver:** A waiver to the Accessibility Standards as specified in paragraph 17 above is attached, incorporated in this contract and made a part hereof.

Spec. Prov. 7. (X) **Checklist:** To verify this contract provides the minimum standards for accessible space, applicable sections of the Division of Facilities Management ADAAG Checklist for Compliance for Buildings and Facilities are attached (reference: paragraph 17).

Spec. Prov. 8. (X) **Floor Plans:** Floor plans of the space occupied by the Lessee of this contract are attached. (See Exhibits B and C)

19. ADDITIONAL SPECIAL PROVISIONS

Additional Special Provisions, if any, should be set out on a separate sheet to begin with number nine (9). Special Provisions all must be listed in numerical order to be considered effective to bind the parties; the First Party (City) and the Second Party (State) to this agreement must sign their names immediately following the last listed Additional Special Provision.

Spec. Prov. 9. (X) **Consideration covenant.**

9.1. In consideration for the property leased in this agreement, the lessee shall provide the lessor sole use of the property described by the following legal description:

Beginning at a point 186 feet East of the Southwest Corner of the East one-half (E ½) of the Southeast Quarter (SE ½) of Section 33, Township 34 South, Range 16 East of the 6th P.M., Montgomery County, Kansas; thence East 250 feet; thence North 450 feet; thence West 250 feet; thence South 450 feet; to the place of beginning, containing 2.58 acres more or less. Commonly known as 3002 west 8th Street, Coffeyville, Kansas.

9.2. Property leased in consideration consists of approximately 2.58 acres of land, an armory building of (18,140 s.f.), vehicle storage building of (5,928 s.f.), and two metal storage buildings (1,200 s.f. & 96 s.f.). It includes approximately 8,000 square yards of gravel parking and 900 linear feet of fencing.

9.3. Terms of use of property provided in consideration will be stipulated under a separate lease agreement.

Spec. Prov. 10. (X) **Inspection of Premises .** The State acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and

without obligation on the part of the City to make any alterations, repairs, or additions thereto.

Spec. Prov. 11. (X) **Environmental Covenant.**

11.1. The First Party represents that the site, and any structures located on the premises to the best of their knowledge, is free of unresolved hazardous environmental conditions. An Environmental Baseline Survey checklist (a screening tool), and a Record of Environmental Consideration (REC), have been completed by the Lessee documenting the known environmental condition of the property at the time of transfer. (See EXHIBIT "D"). Upon expiration, revocation or relinquishment of this lease similar environmental documentation shall be prepared which will assess the environmental condition of the property at that time. A comparison of the two assessments will assist in determining any environmental restoration requirements to be completed by the Lessee, if any.

11.2. If it is later determined that the First Party misrepresented the extent of any environmental contamination at the beginning of the lease term, the Second Party reserves the right to require the First Party, at no cost to the Second Party, to remove those contaminated materials or hazardous wastes so identified.

11.3. The Second Party shall promptly notify the First Party of any hazardous or toxic conditions or other environmental contamination in any part of the leased premises upon obtaining knowledge of the same. The Second Party is responsible for all clean-up costs associated with environmental contamination caused by the second party or not present at the beginning of the lease term.

Spec. Prov. 12. (X) **Insurance.**

12.1. Liability Insurance. The City of Coffeyville shall be responsible for maintaining liability insurance, insuring First Party against any liability arising out of this Lease Agreement, or the use, occupancy, or maintenance of the premises and all areas appurtenant to the premises, in the amount of $500,000 per occurrence, $1,000,000 general aggregate, or such lesser amounts as the First Party deems adequate.

12.2. Property Insurance. City of Coffeyville shall purchase and/or maintain, in a company or companies lawfully authorized to do business in the State of Kansas, commercial property insurance covering buildings owned by the State in the amount of no less than replacement cost.

12.3. Loss payments made under the property insurance for loss to the buildings shall be payable to the City of Coffeyville, Kansas for

the expressed purpose of restoration of the premises to tenantable conditions.

12.4. Prior to the commencement of this lease agreement and annually thereafter, the City of Coffeyville shall file with the State a copy of the property insurance policy that includes insurance coverages required by this Sections 12.1. and 12.2.

12.5. Waivers of Subrogation. The City of Coffeyville and the State of Kansas, Kansas Military Board waive all rights against each other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 12.2 or other property insurance applicable to the leased Premises, except such rights as they have to proceeds of such insurance held by the State as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12.6 Damage to Building Contents Owned by the City. The State agrees that it shall be fully responsible for any loss or damage to its personal property located on or about the Leasehold, that it shall be solely responsible for insuring such personal property, and that it releases the City and its current and former officers, directors, employees, and agents from any liability therefore.

12.7. Independent Contractors. In the event the State employs an independent contractor to perform work on the leased Premises, then the State agrees to require the contractor to carry comprehensive general public liability insurance, statutory workers' compensation insurance and comprehensive auto liability insurance.

Spec. Prov. 13. (X) **Rentals.**

13.1. Basic Rental. The State agrees to pay the City a basic rental for the leasing of the Premises due in advance in equal annual installments of $3200.00 dollars per year commencing the 12th day of July, 2005, and on the 12th day of July of each year thereafter for a period of nine (9) years.

13.2. Rental Adjustment. On July 12, 2015 the Basic Rental shall be adjusted to approximate the City's updated cost of liability and property insurance policy on the premises over the last ten (10) years of the lease term. The State agrees to pay the adjusted rental in equal annual installments commencing the 12th day of July, 2015, and on

the 12th day of July of each year thereafter for a period of nine (9) years. The City agrees to provide the lessor, upon request, copies of all records relied on to determine the amount of the adjusted rent.

13.3 Prepaid rent shall be refunded in a prorated amount in the event the lease is terminated prior to the yearly term.

13.4. Billing. The City will invoice the State annually for billing the rental amount. Notice should be sent to:

Adjutant General's Department
Comptrollers Office
C/O Kelley Blake
2800 SW Topeka Blvd.
Topeka, KS 66611-1287

Spec. Prov. 14. (X) **Temporary Access.** The Second Party and its contractors require access to all facilities on the premises beginning 20 June 2005 for minor remodeling and installation of a telecommunications system.

Spec. Prov. 15. (X) **Electrical Meters and Telecommunications Equipment**

15.1. Second Party shall make improvements to the property so as to consolidate existing electrical service metering such that electrical service is measured for billing purposes by no more than two (2) separate meters, one for each building on the property. Improvements must be completed prior to the end of the first electrical service billing cycle.

15.2. The existing main telecommunications unit and associated instruments shall be removed by the Second Party, leaving the wiring in-place, no later than 26 Jun 2005. After that date, the Second Party will install their own telecommunications equipment at no cost to the First Party.

Spec. Prov. 16. (X) The City owns a considerable amount of office furniture (tables and upholstered chairs) in rooms 119-122 of Building B that the City will provide for use by the Second Party. In consideration for their use, the City seeks access to these rooms on a limited basis with lower rates than those normally charged to external users of the facility. Both parties agree to enter into a Memorandum of Agreement stipulating the terms of the special considerations.

APPROVALS OF LESSOR & LESSEE

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the state immediately below is authorized to do so.

LESSOR: City of Coffeyville, Kansas

Dee Messer, Mayor — Date 03/25/05

CITY OF COFFEYVILLE SEAL MONTGOMERY COUNTY, KANSAS

ATTEST:

Paul Kritz, City Attorney — Date 3/22/05

LESSEE: State of Kansas, Kansas Military Board

David W. Taylor, Chairman Kansas Military Board — Date 6/1/05

ATTEST:

Tod M. Bunting, Maj Gen, Kansas National Guard, The Adjutant General — Date

APPROVED:

for COL Kenneth G. Gale, Staff Judge Advocate, Kansas — Date 1 June 05

APPROVALS OF STATE OF KANSAS: For Use By State Of Kansas Signatories Only

Dale Brunton JUN 10 2005

Director of Accounts and Reports, Department of Administration Date

Daniel J. Carroll 6-9-05

Attorney, Department of Administration Date

Mark A Stock, REO for: 6/10/05

Director of Facilities Management, Department of Administration Date

Signature of Secretary not required

Secretary of Administration Date