

AGENDA
CITY COMMISSION MEETING
Tuesday, November 4, 2014
1:00 P.M.
Amended 11-03-14

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review the 2014 Air Service Study. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Governing Body consideration and approval to allow the Mayor to proclaim November 14, 2014 as America Recycles Day.
 - B. 1:30 p.m. Hearing – Mr. Kurt Osterbuhr has requested a hearing regarding a weed violation at 2509 N. Taylor Avenue.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. City Manager Allen wishes to recognize the efforts of Melinda Hitz, Director of Finance, and her department along with Lewis, Hooper, & Dick, LLC on the occasion of receiving the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association.
 - B. Congratulations to City of Garden City employees on raising \$23,141.79 for Finney County United Way during their recent campaign drive for 2015.
 - C. Community Development Director Kentner will be present to give an update on the creation of a Certificate of Zoning Compliance.
 - D. Staff and City Attorney Grisell will be present to update the Governing Body on the status of the requirement of the American Legion to hard surface the parking lot by October 31, 2014.
 - E. Governing Body is asked to set a date, time and location for the next Town Hall meeting.
 - F. The City has received correspondence from Cox Communication regarding channel line-up changes.

G. Staff has provided several items of information for Governing Body review including the following: from Police Chief Hawkins the monthly activity report and from Finance Director Hitz the monthly sales tax report.

H. Meetings of note:

- ✓ November 1, 2014 – Banner Art Auction at the Clarion Inn at 7:00 p.m.
- ✓ November 4, 2014 – Election Day from 7:00 a.m. – 7:00 p.m.
- ✓ November 7, 2014 – Dedication of the “Prairie Thunder” by artist Rusty Burgardt at 8th Street and Laurel Street intersection at 5:15 p.m.
- ✓ November 8, 2014 – Veterans Day parade at 10:00 a.m. and fireworks at 7:00 p.m.
- ✓ November 10, 2014 – City Commission training with Mike Conduff at City Administrative Center from 8:30 a.m. – noon
- ✓ November 20, 2014 – Crystal Apple Teacher Recognition banquet at the Clarion Inn at 6:00 p.m.
- ✓ December 7, 2014 – Evening Christmas Parade at 6:00 p.m.
- ✓ December 13, 2014 – TubaChristmas Concert on Grant Avenue at 3:00 p.m.
- ✓ January 26, 2015 – Southwest Kansas Chambers of Commerce, “SW Kansas Night Out in Topeka”, from 5:30 -7:30 p.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2375-2014A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. City Engineer Cottrell requests Governing Body consideration and approval of annexation of the Jameson tract adjacent to the Wastewater Treatment Plant and Jameson Energy Center. This is a non-contiguous annexation, of property owned by the City.

1. Ordinance No. _____-2014, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(2).

B. Resolution No. _____ - 2014, a resolution fixing a time and place at which the owner, owner’s agent, any lienholder of record and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired, or demolished and removed, pursuant to Section 18-81 et seq of the Code of Ordinances of the City of Garden City, Kansas. (1904 Crestway Drive)

C. Staff has been working with a developer on a project that would qualify for Sales Tax and Revenue Bond (STAR Bond) financing. The project location has not been finalized, but it is in the vicinity of US-50/83/400 and Schulman Avenue. The Governing Body is asked to consider adopting a Resolution of Intent for the creation of a Star Bond District.

1. Resolution No. _____-2014, a resolution stating the intent of the City of Garden City, Kansas to consider creation of a Sales Tax and Revenue Bond (STAR Bond) District, approve a redevelopment plan for the district and providing for notice of a public hearing on such matters.

X. OLD BUSINESS.

- A. Governing Body consideration of granting an extension of the State Theater agreement with Mark Pamplin.

XI. NEW BUSINESS.

- A. **Consent Agenda for approval consideration:** (The items listed under this “consent agenda” are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)

- 1. Governing Body acceptance of an electric easement at 318 N. 12th Street from Jaime Medina.
- 2. Governing Body rejection of bids received on October 29, 2014 for the Elephant Exhibit Expansion project at Lee Richardson Zoo, which exceeded the Architect’s estimate.
- 3. Governing Body consideration and approval of a contract between the City of Garden City, Kansas and SunGard Public Sector Inc. for computer aided dispatch software to be used at Garden City Police Department.

- 4. Licenses:

(2014 New)

- a) Simplex Grinnell LP Class E-F Fire Sprinkler & Protective
- b) Dairy Engineering. Class E-SOC Specialized Other
- c) Advantage Plumbing, Inc.....Class D-P Plumbing w/ Gas

(2015 Renewal)

- d) City of Garden City Class B General
- e) J. Scott III Class B General
- f) A-M Russell Excavating..... Class E-SOC Specialized Other

- B. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.

XII. CITY COMMISSION REPORTS.

- A. Commissioner Dale

- B. Commissioner Doll

- C. Commissioner Fankhauser

D. Commissioner Law

E. Mayor Cessna

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

October 21, 2014

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, October 21, 2014 with all members present except Commissioner Doll. Commissioner Law opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Roger and Caroline Bradshaw Family Ministries, Inc. and Pastor of Mount Zion Church of God and John Covino addressed the Governing Body and requested the waiver of the current C-3 Central Business District Zoning for the property located at 606 N. Main Street.

Candice Gamino expressed her concern with the property located at 606 N. Main Street and requested the Governing Body to uphold the current C-3 Central Business District Zoning requirements.

Nicole Lucas, Executive Director and on behalf of the Downtown Vision Inc. Board of Directors stated they support the current C-3 Central Business District Zoning requirements.

Commissioner Dale moved to deny the request from Roger Bradshaw as the sole member of Family Ministries, Inc. and Pastor of Mount Zion Church of God herein for a waiver of the enforcement of the Zoning Regulations for the City of Garden City, Kansas as they relate to the non-permitted uses of the real property owned by Family Ministries, Inc. at 606 N. Main Street Garden City, Kansas (“Property”). Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

The 2014 General Obligation bond issue has been completed, with the successful deposit of the bond funds in the City account on October 15, 2014.

The Safety Committee recognized Joe Campos, Warehouse Clerk in the Electric Department as the third quarter 2014 Safety Recognition winner. Mayor Cessna presented the certificate.

Captain Prewitt with the Garden City Police Department gave an update on Municipal Court security measures. Questions from the audience regarding the security measures were addressed by Captain Prewitt.

The City received correspondence from Cox Communication regarding channel line-up changes.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly enplanement report, from Community Development Director Kentner the building and code enforcement reports, from Finance Director Hitz the monthly financials, from Public Utilities Director Muirhead the quarterly utilities report, from Public Works Director Curran the transportation report and the CIP schedule and from Zoo Director Newland the monthly zoo report.

Meetings of note:

- ✓ October 18, 2014 – Garden City Fire Department Open House at Labrador Station from 10:00 a.m. – 2:00 p.m.
- ✓ October 18, 2014 – Lee Richardson’s Boo at the Zoo at 4:00 p.m.

- ✓ October 22, 2014 –League of Kansas Municipalities 2014 Regional Supper at the City Administrative Center at 5:30 p.m.
- ✓ October 23 – 25, 2014 – Finney County Historical Society Walking tours at Valley View Cemetery
- ✓ October 23, 2014 – Schulman Crossing Grand Opening from 5:00 – 7:00 p.m.
- ✓ October 28, 2014 – Black Hills Energy Utility dinner at Black Hills Energy office at 1810 Buffalo Jones Avenue at 6:00 p.m.
- ✓ October 30, 2014 – United Way End of Drive Celebration at the Central Fire Station from 11:30 a.m. – 1:00 p.m.
- ✓ November 1, 2014 – Banner Art Auction at the Clarion Convention Center at 7:00 p.m.

Appropriation Ordinance No. 2374-2014A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,481,525.21,” was read and considered section by section. Mayor Cessna moved to approve and pass Appropriation Ordinance No. 2374-2014A. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Resolution No. 2607-2014, “A RESOLUTION AUTHORIZING THE REMOVAL OF TREE NUISANCE FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 94-64 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (205 S. 4th Street and 207 N. 2nd Street),” was read and considered section by section. Commissioner Doll moved to approve Resolution No. 2607-2014. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Mark Pamplin gave an update the Governing Body on the fundraising for The State Theater project. Governing Body asked Mark Pamplin to attend the November 4, 2014 Commission meeting when they will consider a one year extension to the 2013 Memorandum of Understanding.

Commissioner Doll moved to approve a Sales Tax Expenditure Agreement with Finney County identifying the use of excess sales tax generated from the expired sales tax for the law enforcement center. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Nicole Lucas, Executive Director of Downtown Vision, Inc. reviewed the quarterly report and recent events with the Governing Body.

Lona DuVall and Ray Purdy from Finney County Economic Development Corporation reviewed the quarterly report and recent events with the Governing Body.

Mayor Cessna moved to approve the following:

1. Governing Body consideration and approval of a lease agreement between the City of Garden City, Kansas and AIRMD, LLC, d/b/a Lifeteam.
2. Governing Body consideration and approval of extending the existing Sanitary Sewer Collections Systems agreement between the City of Garden City, Kansas and Mayer Specialty Services, LLC of Goddard, Kansas for an additional three year term.

3. Governing Body consideration and approval of bids received on October 10, 2014 for crack sealing and acceptance of the low bid from B & H Paving, Inc.
4. Governing Body consideration and approval of bids received October 13, 2014 for one Police vehicle and accept the bid from General Services Admin/Kansas Highway Patrol Partners.
5. Quit Claim Deed from Paul Bamberger transferring Space 7, Lot 511, Zone B of Valley View Cemetery to Cliff and/or Cheryl Sonnenberg.
6. Licenses:

(2014 New)

- a) AMF Electrical Cont. Inc. Class A General
- b) AMF Electrical Cont. Inc. Class D-E Electrical
- c) MJT Construction..... Class E-SOC Specialized Other
- d) American Exteriors, LLC Class E-SOC Specialized Other
- e) Advantage Plumbing, Inc. Class D-P Plumbing w/ Gas

Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Absent	Yea

Mayor Cessna adjourned the meeting since there was no further business before the Governing Body.

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Mayor Cessna thanked Joe Campos for his outstanding work at the Electric Department and is just another example of the outstanding staff at the City. Mayor Cessna stated that is another reason why Garden City is a great place to live, work and raise a family. Mayor Cessna stated the pre-meeting was a great discussion. Mayor Cessna stated he attended the League of Kansas Municipalities annual conference and brought back great ideas and it was a great conference to attend.

Commissioner Dale thanked Joe Campos for his service at the Electric Department and stated that he does a great job for the City and he is a valuable asset to the City. Commissioner Dale thanked Finney County Economic Development Corporation and Downtown Vision for the work they do in the community. Commissioner Dale stated the price of freedom doesn't come cheap and that if security keeps everyone safe then it is well worth it.

Commissioner Doll stated the safety of city employees is paramount and may inconvenience others, but it is very important. Commissioner Doll congratulated Joe Campos and thanked him for his years of service with the City.

Commissioner Fankhauser was absent.

Commissioner Law congratulated Joe Campos and thanked him for his service. Commissioner Law thanked Downtown Vision, Finney County Economic Development Corporation and Convention & Visitors Bureau for all the work they do in the community. Commissioner Law thanked Mark Pamplin for the progress he has made, slow as it may seem, it is better than the building sitting empty.

Petitions

PROCLAMATION

WHEREAS, Each year, the United States generates more than 250 million tons of municipal solid waste— that’s more than 4 pounds per person per day. According to the Environmental Protection Agency, our nation has reached an overall recycling rate of 34.7 percent. Each year, our national recycling rate:

- Saves the energy equivalent of 229 million barrels of oil
- Saves the same amount of energy consumed by over 10 million US households in a year
- Avoids greenhouse gas emissions equivalent to removing more than 34 million cars from the road each year.

WHEREAS to focus the nation’s attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate America Recycles Day and are encouraging their friends, neighbors, and coworkers to pledge to learn more about recycling options in their community and commit to recycle more materials;

WHEREAS, participating in America Recycles Day 2014 is one way citizens can help raise awareness about the need to reduce waste by reusing, recycling, and buying recycled-content products;

WHEREAS, Garden City, Kansas leaders can also use this as an opportunity to spread the word about the excellent recycling programs that have been established, the growth of markets for recyclable materials, and the importance of buying recycled products:

NOW, THEREFORE, BE IT RESOLVED, that I, Roy Cessna, Mayor of the City of Garden City, Kansas, do hereby proclaim the November 14th, 2014 as:

AMERICA RECYCLES DAY

in the City of Garden City, Kansas. **SIGNED AND SEALED** this 4TH day of November, 2014.

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



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INSPECTIONS
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inspection@garden-city.org

CODE COMPLIANCE
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MEMORANDUM

DATE: September 10, 2014
TO: Mayor & City Commission
FROM: Kaleb Kentner, Planning & Community Development Director
RE: Hearing Request- 14-002022 2509 N. Taylor Avenue

ISSUE: Mr. Kurt Osterbuhr has requested a hearing regarding a weed violation at 2509 N. Taylor.

BACKGROUND: The case was opened on August 18, 2014. The Public Works department mowed the street right-of-way portion of the property as part of the City entry way clean up and the remainder was mowed by the City's contractor.

Most of the weed violation is located in the right-of-way. Chapter 38, Section 38-111 of the Code of Ordinances of the City of Garden City states that owners are responsible for weeds between the property line and the centerline of the street or alley.

Mr. Osterbuhr sent the attached letter dated August 26, 2014 requesting a hearing. We contacted him by phone on August 27, 2014 to discuss his hearing request. It was explained to him that the violation would need to be abated by the hearing date. If he did not abate the violation, the City would and he could still explain his situation to the City Commission. He was instructed we would not bill for the abatement, if the City abated it, until after the hearing and final determination by the City Commission. His hearing was scheduled for the September 16th Commission meeting.

We contacted Mr. Osterbuhr on September 10th regarding his hearing. Due to conflict, we needed to reschedule his hearing. At that time he was waiting on some information he requested from KDOT for the hearing. He was rescheduled for a hearing on October 7, 2014. He had no issue with the rescheduling of his hearing.

PAST ACTION BY THE GOVERNING BODY: On October 2, 2012, a hearing was requested and held at the request of Mr. Osterbuhr with the City Commission regarding weed violation in the right-of-way. Governing Body advised staff to address Mr. Osterbuhr concerns and stated the hearing will be continued on October 16, 2012 at 1:30 p.m. Governing Body advised Mr. Osterbuhr to take care of the weeds before that time.

On October 16, 2012 the hearing resumed. City Counselor Grisell stated that the nuisance had been taken care of in particular, and that his review of statutes and City Code placed the responsibility of right-of-way maintenance upon the adjacent property owner, not upon the City.

ALTERNATIVES:

1. Proceed with the hearing and find that the owner is responsible as outlined by code.
2. Proceed with the hearing and waive the owner's responsibilities and fees as outlined by code.
3. Modify one of the above alternatives.



RECOMMENDATION: Staff recommends Alternative 1

FISCAL NOTE: At this time we do not have the exact cost, however, we would estimate it to be between one hundred (\$100) and three hundred (\$300) dollars.

Taken 08/18/2014



Taken 09/10/2014



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Kansas Truck Parts & Service, Inc.

2509 N. Taylor Ave.
Garden City, KS 67846
620.276.2929

August 26, 2014

Community Development Department
Code Compliance Division.
301 N. 8th Street
P.O.B. 998
Garden City, KS 67846

Dear City:

I am writing in reference to a letter in received on 20 AUG 2014 regarding case #14-002022. I am requesting a hearing regarding this matter as well as an extension on the abatement date. I attended a hearing in 2012 about a similar violation. I have a significant bit of information to present to the Commissioners that was not previously available. Thank you, Kurt.

Sincerely,



Kurt Osterbuhr
620.276.2929 o
620.640.4955 c

Report of the City Manager



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

October 22, 2014

Matthew C. Allen
City Manager
City of Garden City
PO Box 998
Garden City KS 67846-0998

Dear Mr. Allen:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **December 31, 2013** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been shipped to:

Melinda A. Hitz
Finance Director

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

10/22/2014

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Garden City** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Melinda A. Hitz, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Garden City
Kansas**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2013

Executive Director/CEO



Memo

To: Matt Allen
From: Kaleb Kentner
CC: File
Date: October 31, 2014
Re: Business License Status

ISSUE: To give an update on the status of the Business License ordinance

BACKGROUND: The Finney County Economic Development Corporation and Finney County Chamber of Commerce have approached the City requesting to adopt a business license procedure to insure businesses are operating in compliance with the adopted zoning regulations. Staff is working on creating a Business License ordinance for the City Commissioners to consider adopting that would help regulate all new businesses in Garden City. This ordinance will require all new and relocating businesses to acquire a business license. The process involves filling out an application and paying a fee.

A draft ordinance has been created and is currently being reviewing by the Finney County Chamber of Commerce, the Finney County Economic Development Corporation, and Garden City Downtown Vision offices. When we have received all comments, and a document is agreed upon, it will be presented to the City Commission at that time.

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September 30, 2014

CITY COMMISSION

ROY CESSNA,
Mayor

MELVIN DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Roy Dixon, Commander
HARRY H. RENICK POST NO. 9, OF THE
AMERICAN LEGION DEPARTMENT OF KANSAS
405 South Main Street
Garden City, Kansas 67846

Re: Hard Surface Parking Lot

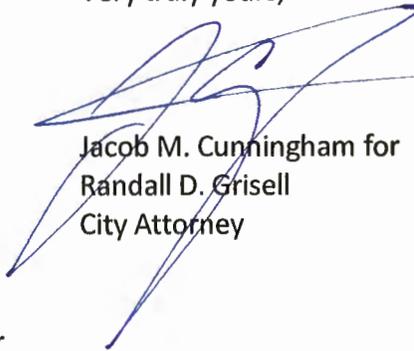
Dear Mr. Dixon:

I have been asked to review the Exchange Agreement between the City of Garden City, Kansas (City), and the Harry H. Renick Post No. 9, of the American Legion Department of Kansas (American Legion), dated August 16, 2011 (Agreement). According to paragraph 13 of the Agreement, the American Legion was to hard surface the parking lot at 405 South Main Street within three (3) years from October 31, 2011, the approximate date of closing. The Governing Body of the City waived compliance with the hard surface parking lot requirement for three (3) years, to afford the American Legion the opportunity to accumulate the necessary funds to complete the project. The most recent inspection of the property by City staff has revealed that the parking lot has not been hard surfaced.

I would appreciate it if you would provide me with an update concerning when the American Legion will complete hard surfacing of the parking lot. Once I receive your status report, I will then be in a position to apprise the Governing Body of what steps need to be taken to enforce the Agreement or the City's zoning regulations.

If you have any questions, please contact me.

Very truly yours,



Jacob M. Cunningham for
Randall D. Grisell
City Attorney

RDG:pbb

pc: Matthew C. Allen, City Manager
Governing Body

W:\RDG\CITY\REAL ESTATE\AMERICAN.LEGION\Dixon.ltr.docx

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EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (Agreement), made and entered into the 16th day of August, 2011, by and between the **CITY OF GARDEN CITY, KANSAS**, a municipal corporation (**CITY**) and the **HARRY H. RENICK POST NO. 9, OF THE AMERICAN LEGION DEPARTMENT OF KANSAS**, a Kansas not for profit corporation (**AMERICAN LEGION**).

WITNESSETH:

WHEREAS, **CITY** is the owner of real property located in Garden City, Finney County, Kansas, commonly referred as the Kansas National Guard Armory, 405 South Main Street, Garden City, Kansas; and

WHEREAS, **AMERICAN LEGION** is the owner of real property located in Garden City, Finney County, Kansas, commonly referred to as the American Legion building, 125 West Pine, Garden City, Kansas; and

WHEREAS, **CITY** and **AMERICAN LEGION** mutually desire to enter into an Exchange Agreement whereby they shall transfer their respective properties unto each other, all as hereinafter provided;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, and terms and conditions set forth below, the parties agree as follows:

1. TRANSFER BY CITY. In exchange for the real property described in paragraph 2, and subject to the conditions in paragraphs 3 and 4, **CITY** hereby agrees to convey and transfer to **AMERICAN LEGION** the following described real property located in Garden City, Finney County, Kansas, to-wit:

Block Four (4), Finnup Acres, EXCEPT that portion described as beginning at the Southwest corner of Block Eighty (80), Original Plat, thence Westerly along an extension of the Southerly line of Block Eighty (80), to the Southeasterly right-of-way line of Frederick Avenue, as platted by Finnup Acres; thence Northeasterly along said right-of-way line to the intersection with the Westerly line of said Block Eighty (80); thence Southerly along the Westerly line of said Block Eighty (80), also being the Easterly line of said Block Four (4), Finnup Acres, to the point of beginning; AND ALSO EXCEPT that portion of Block Four (4), Finnup Acres, described as beginning at the Northeast corner of said Block Four (4), said point also being the Southeast corner of Block Eighty (80), Original Plat, thence Westerly along the Southerly line of said Block Eighty (80) and the extension of said Southerly line, to the Southeasterly right-of-way line of Frederick Avenue, as platted by Finnup Acres; thence Southwesterly along said right-of-way line to the intersection with a line which is 30.0 feet south of (measured perpendicular to) and parallel with the Southerly line of said Block Eighty (80); thence Easterly along said parallel line, to the Easterly line of Block Four (4), Finnup Acres, said line also being the Westerly right-of-way line of Main Street; thence Northerly along said line, to the point of beginning. (Hereinafter referred to as the National Guard Property)

All of the above described property shall be transferred free and clear of all mortgages or other secured indebtedness.

2. TRANSFER BY AMERICAN LEGION. In exchange for the real property described in paragraph 1, **AMERICAN LEGION** hereby agrees to convey and transfer to **CITY** the following described real property located in Garden City, Finney County, Kansas, to-wit:

All of that portion of Lots Nineteen (19), Twenty (20), and Twenty-one (21) of Block One (1) of Jones Addition to the City of Garden City, Finney County, Kansas, lying North and East of the curb line in existence in 1931, as detailed more specifically in Exhibit A attached hereto and incorporated herein. (Hereinafter referred to as the American Legion Property)

All of the above described property shall be transferred free and clear of all mortgages or other secured indebtedness.

3. CESSATION OF BUSINESS. Should **AMERICAN LEGION** cease doing business and terminate operation of its **AMERICAN LEGION** post, for a period of six (6) continuous months or more, within five (5) years of the date of the deed of conveyance of the National Guard Property by **CITY**, title to the National Guard Property shall revert back to **CITY**, free and clear of any interest of **AMERICAN LEGION**, and any and all liens and encumbrances. Should a reversion of the National Guard Property occur, and if the **CITY** still owns the American Legion Property, the **CITY** shall transfer ownership of the American Legion Property back to **AMERICAN LEGION**. If, at the time of reversion of the National Guard Property to **CITY**, **CITY** has sold the American Legion Property, **CITY** shall pay to **AMERICAN LEGION**, the amount of the sale proceeds, minus sale expenses. **CITY** may request, and **AMERICAN LEGION** shall be required to timely produce, business records reflecting a continuation of business, or the termination of business operations by **AMERICAN LEGION**.

4. SALE/CONVEYANCE/DESTRUCTION OF NATIONAL GUARD PROPERTY.

(a) Should **AMERICAN LEGION** sell the National Guard Property within ten (10) years of the date of the deed of conveyance by **CITY**, **CITY** shall be entitled to fifty percent (50%) of the sale proceeds paid to **AMERICAN LEGION**.

(b) Should the National Guard Property be damaged or destroyed by casualty within ten (10) years of the date of the deed of conveyance by **CITY**, **AMERICAN LEGION** shall be entitled to all insurance proceeds, free and clear of any claim of **CITY**.

(c) Should **AMERICAN LEGION** convey ownership and title of the National Guard Property to an individual or entity in a manner other than through sale for fair market value to a bona fide purchaser within ten (10) years of the date of the deed of conveyance by **CITY**, **AMERICAN LEGION** shall pay to **CITY**, the amount of Two Hundred Thousand Dollars (\$200,000) within thirty (30) days of transfer of ownership of the National Guard Property.

5. DEEDS. Each party shall convey ownership in their respective properties by General Warranty Deed. The deed from **CITY** to **AMERICAN LEGION** shall contain the conditions set forth in paragraphs 3 and 4.

6. PROPERTY TAXES. Property taxes for the year 2010 and all prior years shall be paid by each party for the property they own. Property taxes for the year 2011 shall be prorated as of the date of closing, and each party shall be responsible for paying the 2011 prorated property taxes assessed against the property conveyed by each party pursuant to the provisions of this Agreement.

7. TITLE INSURANCE. Each party shall be responsible for procuring title insurance if they deem it necessary to protect their interests in this matter.

8. CLOSING. This transaction shall close on or before September 15, 2011; provided, however, the Closing may be extended upon the mutual consent of both parties.

9. POSSESSION. Each party shall be granted possession of the property acquired hereunder at time of Closing.

10. TRANSACTION COSTS. Each party shall be responsible for their own costs in this transaction.

11. STORAGE BUILDING. Ownership of a metal storage building located on the National Guard Property shall be retained by **CITY**. **CITY** shall remove the storage building within four (4) years of the date of Closing. **CITY** shall be granted ingress and egress to the storage building prior to its removal.

12. KITCHEN EQUIPMENT. **AMERICAN LEGION** shall retain ownership of all commercial kitchen equipment located in the American Legion Property. **AMERICAN LEGION** shall remove the equipment within sixty (60) days after the date of Closing.

13. PARKING LOT. **AMERICAN LEGION** acknowledges that **CITY** code requires that the parking lot at the National Guard Property be hard surfaced. **CITY**, through action of the Governing Body, shall waive the requirement for hard surfacing of the parking lot for a period of three (3) years from the date of Closing.

14. EASEMENT FOR SIGN. **AMERICAN LEGION** shall grant to **CITY**, in a separate easement document, an easement on the east side of the National Guard Property for construction and use of an information sign.

15. EXAMINATION OF PROPERTY/WARRANTIES. **CITY** has carefully examined the American Legion Property and warrants that the exchange was negotiated after consideration of

any and all possible defects in the property and takes the property in an **AS IS** condition. **AMERICAN LEGION** has carefully examined the National Guard Property and warrants that the exchange was negotiated after consideration of any and all possible defects in the property and takes the property in an **AS IS** condition. **BOTH CITY AND AMERICAN LEGION ACKNOWLEDGE AND AGREE THAT THERE HAVE NOT BEEN ANY OTHER EXPRESS OR IMPLIED WARRANTIES MADE WITH RESPECT TO THE PROPERTY TO BE EXCHANGED BETWEEN THE PARTIES.**

16. AUTHORITY. Each party shall take the appropriate action to approve the person signing this Agreement so that he/she has authority to bind the respective party.

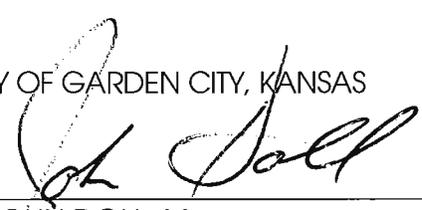
17. GENERAL COVENANTS. The parties further agree as follows:

- (a) All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective legal representatives, successors, and assigns of the parties hereto. All requirements and duties of the parties set forth in paragraphs 3, 4, 11, 12, 13, and 14 of this Agreement shall survive the closing of this Agreement and the conveyance of the described properties by deed.
- (b) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.
- (d) This Agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.
- (e) This Agreement constitutes the entire agreement between the parties. All previous notes, memoranda and oral arrangements or agreements between the parties are hereby merged into this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By


JOHN DOLL, Mayor

ATTEST:

By Celyn N. Hurtado
Celyn N. Hurtado, City Clerk

HARRY H. RENICK POST NO. 9, OF THE
AMERICAN LEGION DEPARTMENT OF KANSAS

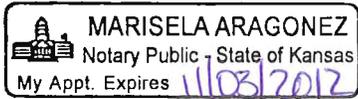
By *Donald M. Nevin*
DON NEVIN, Commander

By *Kathy Howard*
KATHY HOWARD, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 16th day of August, 2011, before me, a Notary Public in and for the County and State aforesaid, came JOHN DOLL who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.



Marisela Aragonéz
Notary Public

My Appointment Expires: 11/03/2012

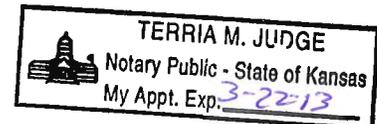
STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 13th day of September, 2011, before me, a Notary Public in and for the County and State aforesaid, came DON NEVIN who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

Terra M. Judge
Notary Public

My Appointment Expires: March 22, 2013



W:\RDG\CITY\REAL ESTATE\AMERICAN LEGION\Exchange.Agrmnt.doc

279 860

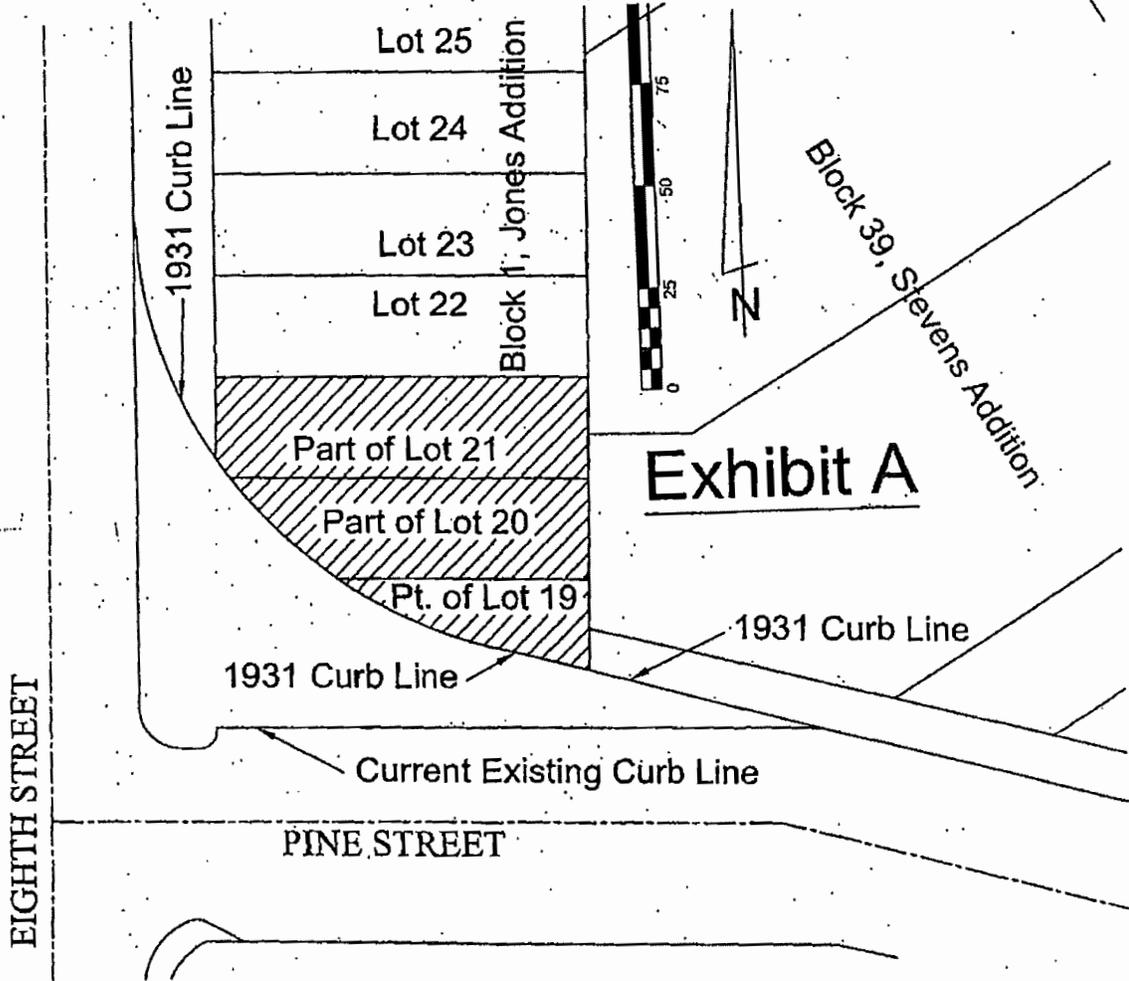


Exhibit A



901 S. George Washington Blvd.
Wichita, KS 67211
www.cox.com

Matt Allen
City Manager
301 N. 8th St.
Garden City, KS 67846

October 16, 2014

Dear Mr. Allen,

The following channel changes will occur on or after Tuesday, November 18 for Cox Communications and Cox Business customers:

- Cine Estelar will be added to channel 335 and will be available with a subscription to Cox Advanced TV Latino Pak.
- C-Beebies will be added to channel 336 and will be available with a subscription to Cox Advanced TV Latino Pak.
- Baby TV will be added to channel 337 and will be available with a subscription to Cox Advanced TV Latino Pak.
- Consumer-owned devices equipped with a CableCARD may require an advanced TV set top receiver or Tuning Adapter in order to receive all programming options offered by Cox Advanced TV.

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at 785-215-6720 or coleen.jennison@cox.com.

Sincerely,

Coleen Jennison
Government Affairs Director
Cox Communications Central Region

Staff Reports

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 September of 2014
INCIDENTS REPORTED**

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	0	0
Rape	4	1	17
Robbery	0	1	5
Aggravated Assault	4	12	48
Burglary	7	14	68
Theft	77	55	570
Auto Theft	3	1	10
Arson	0	0	1
TOTAL	95	84	716
All Other Crimes	133	128	1188
GRAND TOTAL	228	212	1904

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	195	191	1692
Juveniles Detained	37	23	301
TOTAL CUSTODY	232	214	1993
Alcohol Related	20	36	212
Drug Related	19	13	192
Curfew Violations	8	6	61

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	60	31	379
Total Active Cases	237	199	1576
Adult Affidavits Filed	9	8	84
Juvenile Affidavits Filed	15	0	70
Follow-Up Contacts	769	695	7809
Special Assignments	85	68	496
Search Warrants	33	14	213
Supplemental Reports	217	213	1911
Other Reports	160	218	1955
Cases Referred For Prosecution	22	22	172

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	1	0	1
Injury Accidents	9	7	49
Non-Injury Accidents	55	54	447
TOTAL ACCIDENTS	65	61	497
Private Property Accidents	1	6	32

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 September of 2014**

OFFICERS ASSAULTED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	0
Hands, Fist, Feet, Etc.	1	2	21
Police Service Dog	0	0	0
TOTAL ASSAULTS	1	2	21

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	245	231	2059
Supplemental Reports	108	116	856
Other Reports	90	92	845
Community Oriented Policing	216	198	2028
Speeding Citations	19	30	283
Other Traffic Citations	118	252	2571
Parking Citations	6	11	109
Warning Notices	381	381	3544
Penal Summons	41	35	317
Felony Cases Cleared	23	21	201
Misdemeanor Cases Cleared	107	116	986
DUI Cases Cleared	2	14	81
Insecure Premises	11	15	86
Field Interviews	3	2	83
Citizen & Business Assists	137	177	1165
Alarms	97	111	789
Adult Affidavits Filed	28	39	299
Juvenile Affidavits Filed	15	17	149

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2595	2878	23216
Traffic Activities	675	598	5570
TOTAL ACTIVITIES	3270	3476	28786
911 Calls	1681	1980	15038
Finney County Sheriff's Office Activities	425	455	4148

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 September of 2014**

RESPONSE TIME SUMMARY

DESCRIPTION	THIS MONTH	LAST YEAR	5 YEARS AGO
Average Emergency	3.03	3.23	2.53
Average Non-Emergency	12.41	10.53	14.29
Average Traffic Accident	10.33	10.30	13.00

ANIMAL INCIDENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Animals Impounded	178	131	1409
Animals Disposed	46	57	446
Citations Issued	12	2	40
Animal Bites	3	5	40
Adoptions	34	41	357

TRAINING HOURS RECEIVED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative	8.00	56.50	362.75
Patrol/CRD Division	358.75	395.50	2924.25
Support Services Division	30.00	11.00	367.55
Investigation Division	6.00	86.75	438.75
Instructor Hours	45.75	74.50	660.50
SUB-TOTAL TRAINING HRS	448.50	624.25	4724.55
Academy Training Hours	928.00	720.00	3888.00
TOTAL TRAINING HOURS	1376.50	1344.25	8612.55

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Allegations Received	2	1	16
Unfounded	0	1	4
Unsubstantiated	0	0	0
Sustained	1	1	6
Exonerated	0	0	2
Violation Not Based On Complaint	0	0	0
Investigation In Progress	2	0	21
Administrative Closure	0	2	2
Commendations	0	0	5

Bias-Based Policing Statistics

September 2014

	August #	August %	September #	September %
SUBJECTS CONTACTED:	307	N/A	305	N/A
AGE:				
15 yoa - 19 yoa	55	18%	65	21%
20 yoa - 29 yoa	104	34%	97	32%
30 yoa - 49 yoa	101	33%	100	33%
50+	47	15%	43	14%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	307	100%	305	100%
RACE:				
White	283	92%	281	92%
Black	16	5%	17	6%
Native American	1	0%	0	0%
Asian	7	2%	5	2%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided/Unknown	0	0%	2	1%
<i>TOTAL</i>	307	100%	305	100%
GENDER:				
Male	189	62%	188	62%
Female	118	38%	115	38%
Unknown	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	307	100%	305	100%
ETHNICITY:				
Hispanic/Latino	184	60%	179	59%
Non-Hispanic	121	39%	121	40%
Not Provided	2	1%	5	2%
<i>TOTAL</i>	307	100%	305	100%
RESPONSE AREA:				
1	110	36%	68	22%
2	51	17%	66	22%
3	35	11%	53	17%
4	64	21%	73	24%
5	47	15%	43	14%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	307	100%	305	100%
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	35	11%	42	14%
Officer Initiated	272	89%	261	86%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	307	100%	305	100%
INFORMATION OBTAINED BY:				
Officer's Perception	276	90%	254	83%
Investigation	31	10%	49	16%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	307	100%	305	100%

Bias-Based Policing Statistics

September 2014

	August #	August %	September #	September %
RELIGIOUS DRESS:				
Yes	4	1%	1	0%
No	303	99%	302	99%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>307</i>	<i>100%</i>	<i>305</i>	<i>100%</i>

PRIMARY REASON FOR STOP:				
Moving Violation	182	59%	194	64%
Equipment Violation	87	28%	73	24%
Criminal Offense/Probable Cause	14	5%	15	5%
Other Violation	19	6%	20	7%
To Render Service	3	1%	1	0%
Suspicious Circumstances	1	0%	0	0%
Pre-existing Knowledge	1	0%	0	0%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>307</i>	<i>100%</i>	<i>305</i>	<i>100%</i>

ACTION TAKEN:				
Citation	208	68%	205	67%
Search	0	0%	0	0%
Warning	60	20%	60	20%
Arrest	39	13%	37	12%
Warrant Arrest	0	0%	1	0%
Assistance Provided	0	0%	0	0%
No Action	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>307</i>	<i>100%</i>	<i>305</i>	<i>100%</i>

SEARCH RATIONALE:				
Not Applicable	293	95%	279	91%
Vehicle Indicators	1	0%	0	0%
Verbal Indicators	0	0%	0	0%
Physical/Visual Indicators	0	0%	7	2%
Document Indicators	4	1%	11	4%
Incident to Arrest	8	3%	6	2%
Other	1	0%	0	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	2	1%
<i>TOTAL</i>	<i>307</i>	<i>100%</i>	<i>305</i>	<i>100%</i>

TYPE OF SEARCH:				
No Search Conducted	290	94%	282	92%
Consent Search Conducted	4	1%	3	1%
Inventory	0	0%	0	0%
Stop and Frisk	0	0%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	1	0%
Search Incident to Arrest	13	4%	15	5%
Plain View	0	0%	0	0%
Probable Cause	0	0%	2	1%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	2	1%

Bias-Based Policing Statistics

September 2014

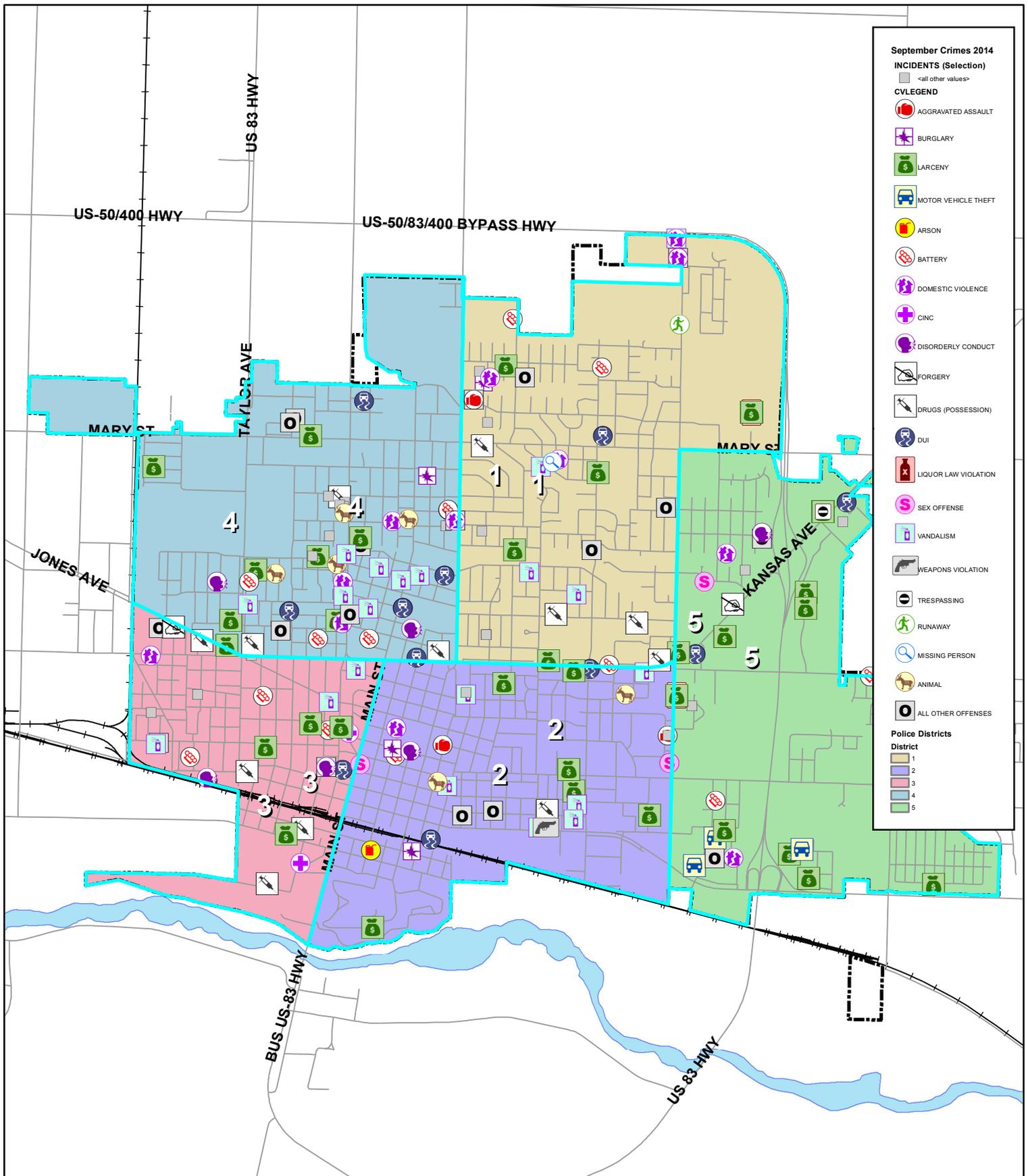
	August #	August %	September #	September %
<i>TOTAL</i>	307	100%	305	100%

Bias-Based Policing Statistics

September 2014

		August #	August %	September #	September %
CONTRABAND SEIZED:					
	None	303	99%	293	96%
	Currency	0	0%	0	0%
	Firearms	1	0%	0	0%
	Other Weapons	0	0%	0	0%
	Drugs/Paraphernalia	2	1%	4	1%
	Alcohol/Tobacco Products	1	0%	6	2%
	Stolen Property	0	0%	0	0%
	Other	0	0%	0	0%
	More Than One Type	0	0%	0	0%
	Not Provided	0	0%	2	1%
	<i>TOTAL</i>	<i>307</i>	<i>100%</i>	<i>305</i>	<i>100%</i>

Hispanic	Arrests	30	16%	24	13%
	Citations	123	67%	125	70%
	Warnings	31	17%	29	16%
Non-Hispanic	Arrests	9	7%	12	10%
	Citations	83	69%	78	64%
	Warnings	29	24%	31	26%



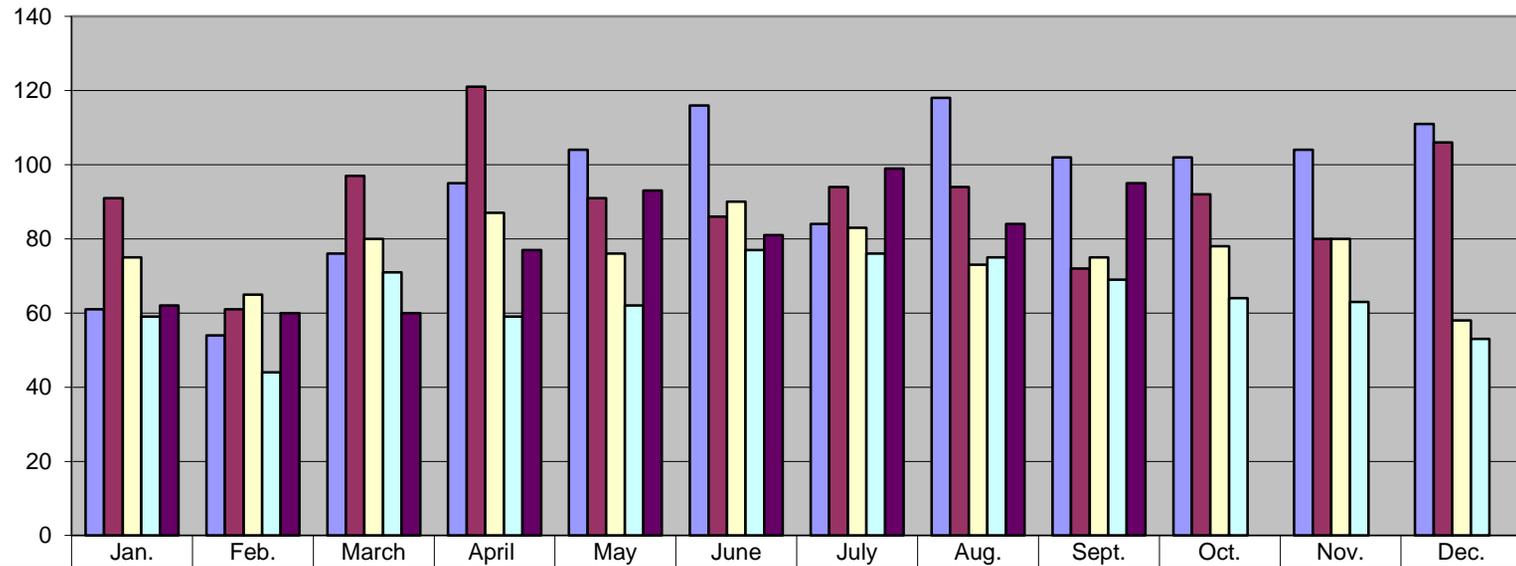
Garden City PD

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.



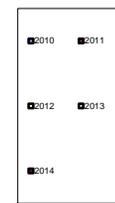
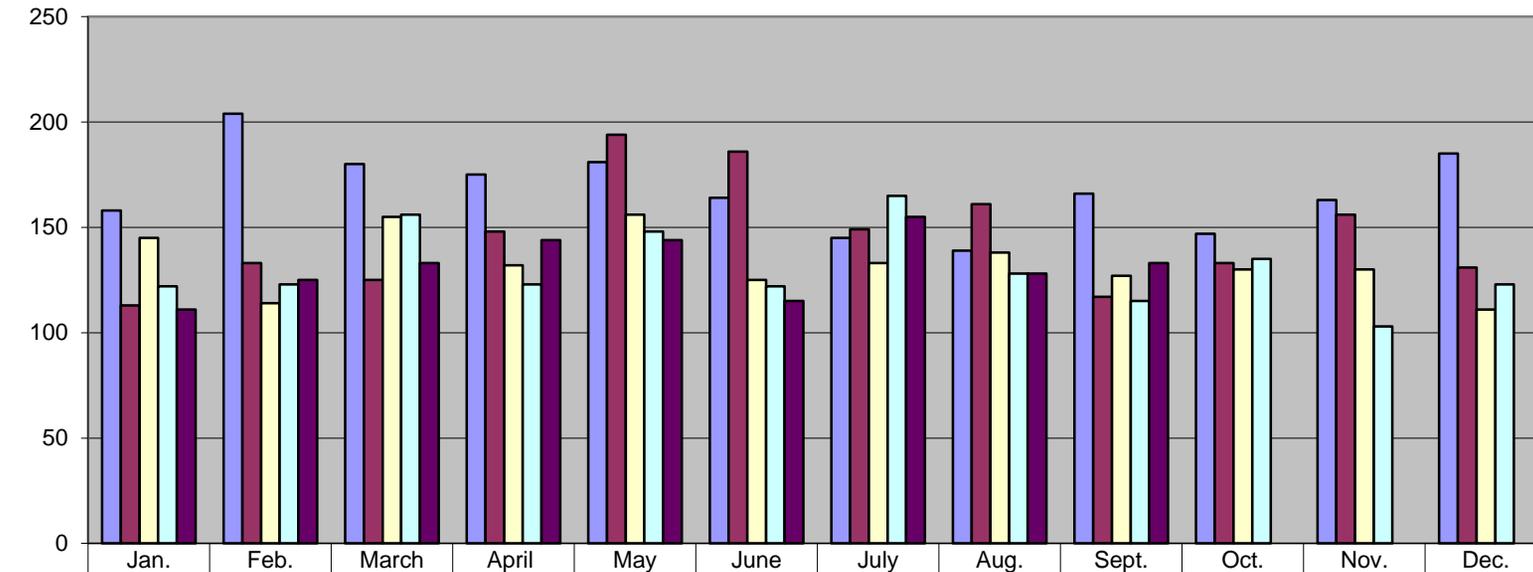
2,400 1,200 0 2,400 feet

Part I



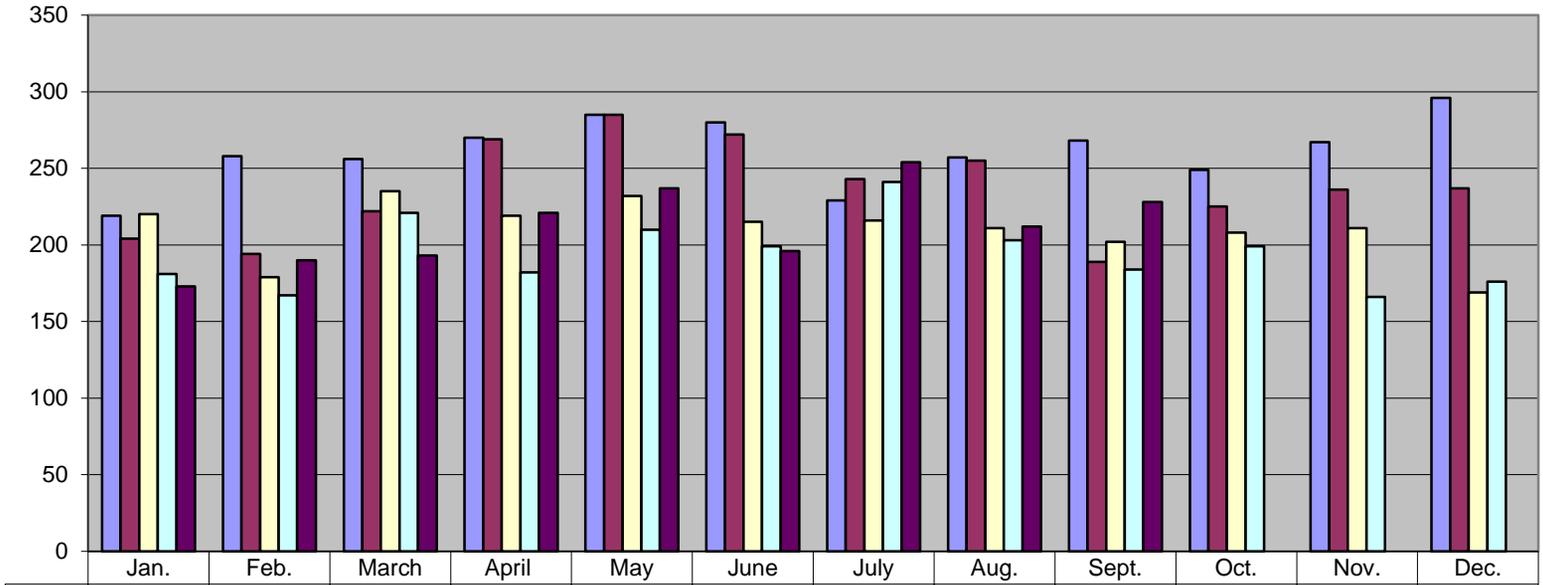
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2010	61	54	76	95	104	116	84	118	102	102	104	111
2011	91	61	97	121	91	86	94	94	72	92	80	106
2012	75	65	80	87	76	90	83	73	75	78	80	58
2013	59	44	71	59	62	77	76	75	69	64	63	53
2014	62	60	60	77	93	81	99	84	95			

All Other Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2010	158	204	180	175	181	164	145	139	166	147	163	185
2011	113	133	125	148	194	186	149	161	117	133	156	131
2012	145	114	155	132	156	125	133	138	127	130	130	111
2013	122	123	156	123	148	122	165	128	115	135	103	123
2014	111	125	133	144	144	115	155	128	133			

Grand Total All Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2010	219	258	256	270	285	280	229	257	268	249	267	296
2011	204	194	222	269	285	272	243	255	189	225	236	237
2012	220	179	235	219	232	215	216	211	202	208	211	169
2013	181	167	221	182	210	199	241	203	184	199	166	176
2014	173	190	193	221	237	196	254	212	228			

CITY OF GARDEN CITY, KANSAS
ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
JANUARY	98,895	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262
FEBRUARY	102,071	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277
MARCH	57,317	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357
APRIL	123,837	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588
MAY	97,870	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522
JUNE	82,439	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284
JULY	110,519	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796
AUGUST	103,623	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986
SEPTEMBER	99,996	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118
OCTOBER	* 107,914	129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005
NOVEMBER	82,861	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	
DECEMBER	<u>75,058</u>	<u>97,466</u>	<u>89,406</u>	<u>101,296</u>	<u>96,993</u>	<u>94,616</u>	<u>88,792</u>	<u>94,570</u>	<u>109,693</u>	<u>114,846</u>	<u>160,409</u>	<u>161,622</u>	<u>196,711</u>	<u>182,159</u>	<u>236,524</u>	
TOTAL RECEIPTS	<u>1,142,399</u>	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,381,195</u>
PERCENTAGE CHANGE	2.13%	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	

* REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR LEC PROJECT THROUGH
AUGUST 2014 RECEIPTS. FINALED AUGUST 2014.

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
JANUARY	383,636	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712
FEBRUARY	360,909	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307
MARCH	191,835	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435
APRIL	467,188	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167
MAY	343,692	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216
JUNE	284,831	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978
JULY	382,217	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941
AUGUST	365,112	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281
SEPTEMBER	364,871	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837
OCTOBER	362,872	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778
NOVEMBER	319,267	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	
DECEMBER	270,677	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	
TOTAL RECEIPTS	<u>4,097,107</u>	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>5,142,652</u>
PERCENTAGE CHANGE	0.17%	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 30 July 2014

RE: ANNEXATION OF CITY PROPERTY

ISSUE

The City acquired a 195 acre tract, adjacent to the Wastewater Treatment Plant and Jameson Energy Center, from the Jameson family this past January. Staff requests consideration and approval of an annexation ordinance from the Governing Body.

BACKGROUND

The City acquired the property for the nearly 400 acre feet of water rights. The property has been marketed as an industrial site. With the property actually under City ownership, we recommend annexation of the property. The Wastewater Treatment Plant and Jameson Energy Center were annexed in 2013, this annexation would 'even' out the City Limits between the railroad and the river and between US-83 and the drainage ditch.

ALTERNATIVES

- 1) The Governing Body may adopt the ordinance.
- 2) The Governing Body may take no action on the ordinance.
- 3) Defer action to a later date.

RECOMMENDATION

Staff recommends adopting the ordinance.

FISCAL

Cost to the City for this annexation would be the property taxes until the property is sold.



Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

C.W. Harper, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
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US-50/400

Jennie Barker Road

Wind River Grain

Bonaza BioEnergy

Wind River Grain

EXISTING STORM DRAINAGE DITCH (CITY)

City Limits

US-83

AREA OF ANNEXATION

KMEA ~ JAMESON ENERGY CENTER

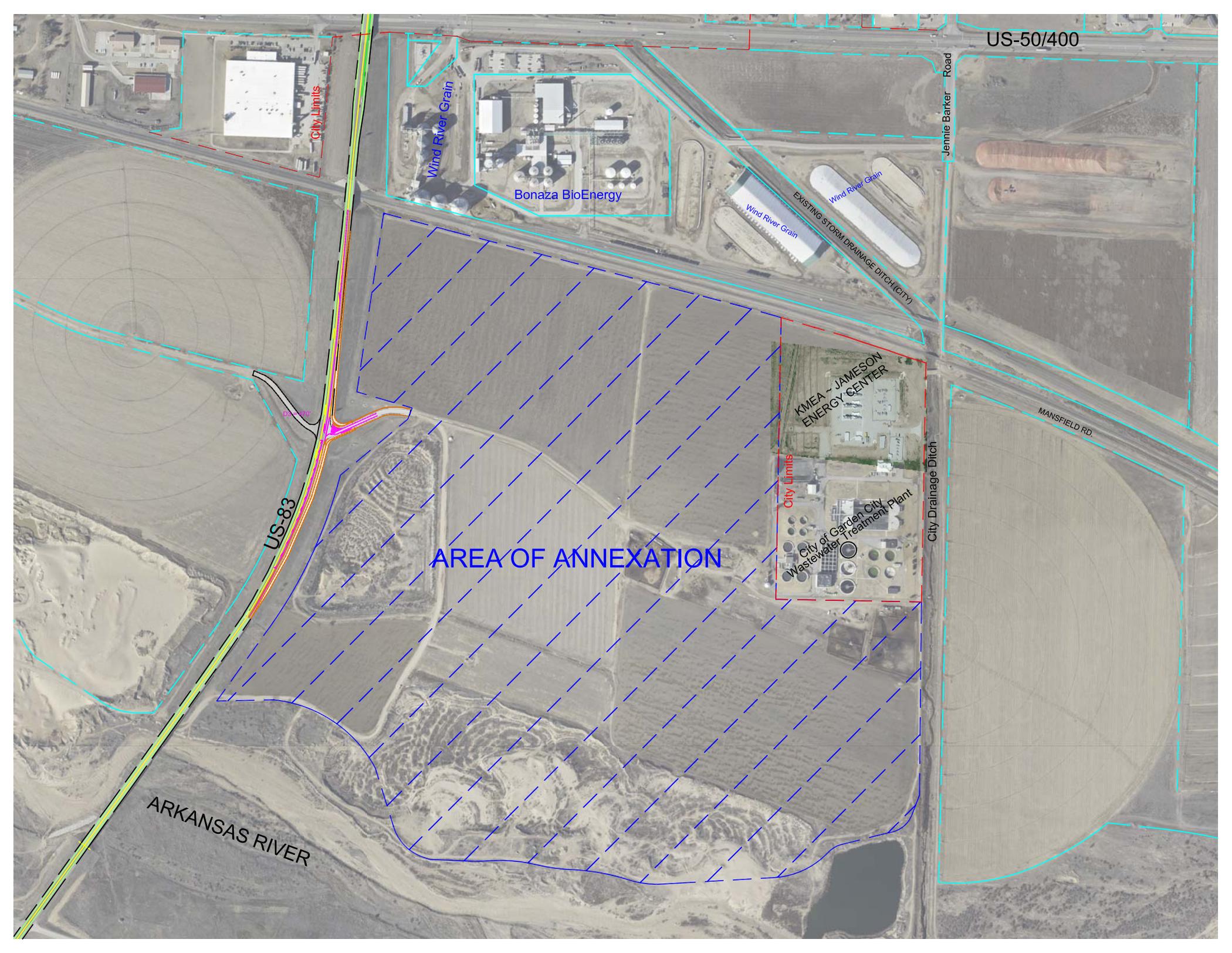
City of Garden City Wastewater Treatment Plant

City Limits

City Drainage Ditch

MANSFIELD RD.

ARKANSAS RIVER



(PUBLISHED IN THE GARDEN CITY TELEGRAM ON THIS ____ DAY OF _____, 2014)

ORDINANCE NO. _____-2014

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(2).

WHEREAS, the following described land is non-contiguous with the City Limits and is owned by the City of Garden City, Kansas, and is generally located in Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

WHEREAS, the City of Garden City is the owner of the following described land pursuant to K.S.A. 12-520(a)(2), as amended; and

WHEREAS, the governing body of the City of Garden City, Kansas, finds it advisable to annex such land.

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

SECTION 1. That the following described land is hereby annexed and made a part of the City of Garden City, Finney County, Kansas:

A parcel of land located in Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, lying East of US-83 highway, North of the North bank of the Arkansas River and South of the BNSF Ry right-of-way, and more particularly described as follows:

Commencing at the Northeast corner of said Section 21, thence South 2,254.90 feet; thence west 104.00 feet; thence South parallel to the East Line of said Section 21, 750.00 feet to the point of Beginning; thence West 780.00 feet; thence North on an interior angle of 90°00'00" and parallel to the East line of said Section 21 a distance of 1,496.16 feet, to the southerly right-of-way line of the BNSF Railroad; thence in a Westerly direction along said Southerly right-of-way line, to the Easterly right-of-way line of US-83 highway; thence in a Southerly direction along said Easterly right-of-way line to the North bank of the Arkansas River; thence Easterly, meandering along the North bank of the Arkansas River to a line 104.00 feet west of, as measured perpendicular to and parallel with, the East line of said Section 21; thence North along said parallel line to the Point of Beginning. Said tract contains 195 acres, more or less.

SECTION 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 4th day of November, 2014.

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

**REPORT OF FINDINGS
CITY OF GARDEN CITY**

DATE: 10/06/14

ADDRESS OF VIOLATION: 1904 Crestway Drive

NATURE OF VIOLATION: Unsafe, Unfit Structure

CODE SECTION VIOLATED: 18-482

REPORT OF FINDINGS: One dilapidated smoke and fire destroyed building. Roof clearly damaged beyond repair. Interior walls and floors are covered in animal feces, debris from fire, and ceiling is sagging due to the fire. Exterior findings include dilapidated carport, ceiling falling, burned trusses, trash, junk car parts, and appliances. All electrical seems to be damaged from fire and there are electrical exposed wires.

We respectfully request approval of the enclosed resolution setting a time and place for a hearing pursuant to Section 18-486 of the Code of Ordinances of the City of Garden City, Kansas.

Public Officer: 

Title: Building Inspector II

Public Officer: _____

Title: _____

Supporting evidence attached: Y / N

(Published in the Garden City Telegram on _____ and _____, 2014)

RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AT WHICH THE OWNER, OWNER’S AGENT, ANY LIENHOLDER OF RECORD AND ANY OCCUPANT OF THE STRUCTURE MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED, OR DEMOLISHED AND REMOVED, PURSUANT TO SECTION 18-81 ET SEQ OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has found that there exists within the city structures which are unsafe, unfit or dangerous for human use or habitation because of conditions caused by dilapidation, deterioration, disrepair, or casualty and that such conditions are adverse to the general welfare of the city in that they have a blighting influence on adjoining properties, neighborhoods, and the city as a whole, or are injurious to the health, safety, and welfare of the residents of the city and,

WHEREAS, the enforcing officer(s) has found an unsafe, unfit or dangerous structure existing as a result of dilapidation, deterioration, disrepair, or casualty does exist at:

1904 Crestway Drive

(See attached Report of Findings with supporting exhibits.)

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Garden City, Kansas that a hearing is hereby set for December 2, 2014, at 2:00 pm in the afternoon in the Commission Room at the City Administrative Center, 301 N. Eighth Street, Garden City, Kansas and any owner, owner’s agent, any lienholder of record and any occupant is hereby notified to appear and show cause why the structure should not be condemned and ordered repaired, or demolished and removed.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this _____ day of _____, 2014.

Roy Cessna, MAYOR

ATTEST:

Celyn Hurtado, CITY CLERK





Memorandum

To: City Commission
Date: October 31, 2014
From: Staff
RE: STAR BOND DEVELOPMENT DISTRICT

CITY COMMISSION

ROY CESSNA,

Mayor

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

Staff has been working with a developer on a project that would qualify for Sales Tax and Revenue Bond (Star Bond) financing. The Governing Body is asked to consider adopting a Resolution of Intent for the creation of a Star Bond District.

Background

The developer is requesting Star Bond district funding. Bond Counsel Mary Carson has prepared a Resolution of Intent for Governing Body consideration and approval. The proposed Star Bond District is shown on Exhibit A of the accompanying Resolution.

The proposed district also includes property owned by Garden City Community College – the Tangeman Sports Complex and adjacent parcels. The commercial properties within the proposed district include all of Schulman Crossing and the Samy Addition, which will provide the majority of the sales tax revenue for the Star Bond. Ultimately, the project facilities could be located anywhere within the district boundaries. There is no obligation for project amenities to be located on any particular tract.

Creation of a Star Bond district is a multi-step process and is explained in the attached 2011 Memorandum from Bond Counsel Mary Carson. The first step is adoption of this Resolution of Intent, which includes a general District Plan of the proposed project. This resolution schedules a public hearing on December 16th for adoption of the district plan and creation of the Star Bond district. It preserves the availability of the tool, and the baseline from which to determine the sales tax increment, should a project materialize which warrants its use.

Alternatives

1. Adopt the Resolution of Intent.
2. Defer action until a later date.
3. Deny the request.

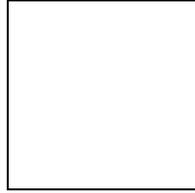
Recommendation

Staff recommends that the Governing Body adopt the Resolution of Intent.

Fiscal Note

Under this Star Bond funding scenario, costs to the City would be the loss of incremental in unobligated sales tax revenue to the City from the businesses in the Star Bond district for up to 20 years. There is no statutory financial or procedural obligation of the other taxing entities as there is with a TIF.

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MEMORANDUM

TO: City of Garden City, Kansas
FROM: Mary F. Carson
CC: Matt Allen, City Manager
Melinda Hitz, Finance Director
RE: STAR Bond and Tax Increment Financing Procedures
DATE: February 21, 2011

This memorandum presents an outline of the steps required by Kansas statutes to implement sales tax and revenue bond projects (“STAR”) for the development of eligible areas under K.S.A. 12-17, 160 *et seq.* (“STAR Act”) and to implement tax increment financing (“TIF”) for redevelopment and economic development projects under K.S.A. 12-1770 *et seq.* (“TIF Act”).

SALES TAX AND REVENUE BONDS –STAR BOND PROJECTS

The STAR Act authorizes Kansas cities to create separate districts within a city and finance various development costs within the district. The eligible project costs may be financed by capturing the incremental increase (over a pre-development base year) in certain sales and use taxes collected from taxpayers doing business in a STAR bond project area. The increment may be applied to pay special obligation bonds issued by the city to finance eligible costs. The increment applied to pay bonds may include state sales tax and county sales taxes as well as other revenue described in the STAR Act. A STAR bond project must be completed within 20 years of approval of the STAR bond project plan and the longest maturity of any special obligation bonds payable from STAR tax increment is limited to 20 years. The following is a summary of the statutory steps necessary to create a STAR district.

1. Determine eligibility. The STAR Act defines a STAR bond project as one with (1) at least a \$50,000,000 capital investment and \$50,000,000 in projected gross annual sales; OR, (2) for an area outside of metropolitan statistical areas, a project that the Secretary of Commerce finds is an “eligible area” as defined by the STAR Act, and will be of regional or statewide importance, OR is a “major tourism area” or a “major motorsports complex”, each as defined by the STAR Act. A “major tourism area” refers to auto race track facilities with capital improvements of \$100,000,000 or more (*i.e.*, the NASCAR development in Wyandotte County) and “major motorsports complex” refers to a specific facility in Shawnee County. A project in Garden City would need to qualify under the \$50,000,000 investment/sales rule described above or as an “eligible area” of regional or statewide importance determined by the Secretary of Commerce (“Secretary”) and the city.

A. Eligible areas: The STAR Act defines “eligible area” to include a historic theater, major tourism area, major motorsports complex, auto race track facility, river walk canal facility, major multi-sport athletic complex, or a major commercial entertainment and tourism area as determined by the Secretary of Commerce. Major commercial entertainment and tourism area means an area that may include, but is not limited to, a major multi-sport sport athletic complex. A STAR project may not include a gambling casino.

B. Role of Secretary: Any STAR bond project must first be approved by the Secretary. If the Secretary approves the proposed project the Secretary may also approve financing in an amount not exceeding 50% of the total costs including project costs and other related costs. STAR special obligation bond proceeds may only be used to pay incurred “project costs” as defined in the STAR Act. The STAR Act establishes certain limits on the Secretary’s ability to approve a project, including (1) preventing approval of a project that involves relocation of a business from another area of the state, (2) preventing approval of a project if the market study required by the STAR Act shows substantial negative impact upon business in the market area of the project or, (3) if the proposed project would cause default in the payment of any outstanding special obligation bonds issued under the STAR Act. And the Secretary may not approve an application for STAR bond financing if it is submitted more than one year after the STAR bond district is established.

2. **Creation of a STAR bond project district.** To establish a STAR bond project district, a city (or county) follows the steps are specified in K.S.A. 12-17,165 as summarized below:

A. District Intent Resolution. The city adopts a resolution stating that the city is considering establishing a STAR bond district. This resolution gives notice of a public hearing to consider establishing the district and sets the time and location for that hearing, describes the boundaries of the proposed district, describes the STAR bond district plan, states that the description and map of the district are available for inspection at a specified location and states the governing body will consider creating a STAR bond project district.

B. Notice and Public Hearing. The city gives notice of the public hearing as provided in K.S.A. 12-17,166(f)(2), which requires delivering (by certified mail/return receipt), a copy of the resolution calling for the public hearing to any board of education and to the county levying taxes on property within the proposed district and to all owners or occupants of land in the proposed STAR bond district area. The resolution is also published once in the city newspaper not less than one week or more than two weeks before the public hearing date. The mailed and published resolution must include a sketch delineating the particular land to be included within the STAR bond district. The public hearing on establishing the STAR bond project district must be held not less than 30 or more than 70 days after adoption of the notice resolution.

C. Submission to Secretary. The City also must submit the proposed STAR bond project district to the Secretary for his/her determination that the project area is “eligible” as defined by the STAR Act.

D. Ordinance Creating District and Post-hearing Steps. After the public hearing and a favorable eligibility finding by the Secretary the City may pass an ordinance that (i) finds the proposed project district is an eligible area, (ii) contains a STAR bond district plan as approved which must identify in a general manner all of the buildings and facilities proposed to constructed or improved in the STAR bond project area, and (iii) contains the legal description of the STAR bond district and may establish the district. If this ordinance is not passed within 30 days of the public hearing than the proposed STAR bond district may not be established.

E. School District or County Veto. No privately owned property subject to ad valorem taxes may be acquired and redeveloped under the STAR Act if, within 30 days after the conclusion of the public hearing on the STAR bond district plan, the board of county commissioners or the board of the affected school district(s) adopts a resolution finding the proposal will have an adverse effect on the county or school district. Any such resolution is to be delivered to the City. If the City receives such a resolution it must adopt an ordinance dissolving the district. The school district or county veto does not apply if the STAR bond project plan provides that ad valorem taxes of the county or school district are not adversely impacted by the project.

3. Adopt STAR Bond Project Plan. Any one or more projects may be undertaken in the STAR bond district and may be implemented in separate stages. To proceed with the project the City must prepare a STAR bond project plan and follow the steps summarized below.

A. Feasibility Study. Any proposed STAR bond project must be the subject of a feasibility study. The STAR Act specifies fourteen (14) items the feasibility study must contain, including an economic impact study, market study, market impact study, a discussion of integration and collaboration with other resources or businesses, a statement describing whether any local sales and uses taxes are pledged to other uses and unavailable as STAR bond revenue, and anticipated principal and interest payments on any proposed STAR bonds. See, K.S.A. 12-17,166 (b).

B. Project plan. If the city determines the project is feasible, the city must prepare a STAR bond project plan for the projects to be undertaken in the previously established district, in consultation with the planning commission of the city. The project plan must include: (i) a summary of the feasibility study, (ii) a reference to the district plan described in Step 2 above, (iii) a description and map of the location of the project area to be developed, (iv) a relocation assistance plan, if required, (vi) a “detailed” description of the buildings and facilities proposed to be constructed or improved in the project area, and (vii) any other information the governing body deems necessary to advise the public of the intent of the project plan. The completed STAR bond project plan is required to be delivered to the county and the board of education of any school district levying taxes on property in the STAR project area.

C. Approval of Project Plan by Planning Commission. The STAR bond project plan is delivered to the city planning commission. When the planning commission finds that the project is consistent with the city's comprehensive plan the city adopts a resolution stating that it is considering adopting the STAR bond project plan.

D. Project Plan Resolution. The city adopts a resolution that: (i) gives notice of a public hearing on adopting the project plan setting the date, time and place for the meeting, (ii) describes the boundaries of the STAR bond district where the project plan will be implemented and the date such district was established and describes the boundaries of the area where the STAR bond project will be located within the district, (iii) states that the project plan, including a summary of the feasibility study, market study, relocation assistance plan, if any, and financial guarantees of the prospective developer and a description and map of the area to be developed are available for inspection with the city clerk.

E. Notice and Public Hearing. The public hearing must be held not less than 30 or more than 70 days after the date of the project plan resolution. Notice is given by mailing the resolution (by certified mail) to the county commissioners and the board of education and by publication once time in the official city newspaper not less than one week or more than two weeks before the public hearing. The notice must include a sketch or representation of the proposed special bond project in sufficient detail to advise the reader of the particular land included in the STAR bond project area. The city presents the project plan at the public hearing.

F. Ordinance/Post-hearing. After the public hearing, the City may adopt the project plan by an ordinance adopted on a 2/3 vote. If adopted, a description of the land within the STAR bond project district and a copy of the ordinance or resolution adopting the plan or a plat of the district boundaries must be submitted to the county clerk, appraiser and treasurer and to the governing bodies of the affected county and school districts.

G. Review by Secretary. The Secretary is required to review the STAR bond project plan, the feasibility study, market study and related documents and determine whether to issue an approval letter for a STAR bond project according to the rules and regulations developed by the Secretary and the Department of Commerce. This review and action by the Secretary relates to approval of STAR bond financing for the project according to the STAR Act and applicable rules and regulations.

H. Miscellaneous. The STAR Act provides that any substantial changes to the project plan must be subject another public hearing process, that Kansas resident employees be provided priority consideration for employment in construction projects in the project area, and that any developer of an approved STAR bond project begin work on the project within two years from the date the project plan is approved.

4. **Project Costs and Special Obligation Bond Financing.** The City has authority under the STAR Act to issue special obligation bonds in one or more series to finance a STAR bond project. These bonds may be used only to pay “project costs” defined by the STAR Act. See, K.S.A. 12-17,162(r).

A. Project Costs. Project costs are those necessary to implement the project and include acquisition of real property in the project area, payment of relocation assistance, a comprehensive laundry list of traditional infrastructure improvements, landscaping, specific eligible projects (*e.g.*, race track, multi-sport athletic complex, museum, motorsports complex), parking facilities and “related expenses to redevelop and finance the project”. Financing of related expenses with certain bond proceeds is subject to approval by the Secretary. Real property for a STAR bond project may be acquired by eminent domain subject to limitations of the STAR Act and state law. Certain costs may *not* be paid from special obligation bond proceeds, including costs incurred in connection with construction of buildings or other structures other than those specified in the definition of project costs, fees and commissions to developers, financial advisors, real estate agents or other consultants for businesses considering locating in the project district, salaries for local government employees, moving expenses, property taxes of businesses located in the project district, bond origination fees, lobbying costs, personal property, and travel, entertainment and hospitality.

B. Special Obligation Bonds. Special obligation bonds issued by the City under authority of the STAR Act are not general obligations of the City chargeable to the City’s general credit and may be made payable only from:

(1) revenues of the City derived from or held in connection with the STAR bond project or projects,

(2) private sources, contributions or state and federal financial assistance,

(3) a pledge of 100% of the tax increment revenue received by the City from any local sales and uses taxes, including City share of any county sales tax, collected from taxpayers doing business in the STAR bond district, except for amounts committed to other uses by election of the voters or pledged to the repayment of bonds prior to approval of the STAR bond project,

(4) at the option of a county in a city STAR bond project district, from a pledge of all the tax increment revenues received by the county from any local sales and use taxes which are collected from taxpayers doing business in the STAR bond district, except for amounts committed to other uses by election of the voters or pledged to the repayment of bonds prior to approval of the STAR bond project,

(5) a pledge of the tax increment revenue received from any state sales taxes collected from taxpayers doing business in the STAR project district occupied by a STAR bond project,

(5) at the option of the city, with approval of the Secretary, all or a portion of the transient guest tax of the city;

(6) at the option of the city, with approval of the Secretary, a pledge of a portion or all increased revenue from franchise fees collected from utilities using public right-of-way within a STAR bond district, or a pledge of all or a portion of the revenue received by a city from local sales taxes or local transient guest and local use taxes; or

(7) by any combination of these methods.

C. General Obligation Bonds General obligation bonds of a City are not permitted for STAR bond projects except for a “major motorsports complex” as defined in the STAR Act.

D. Reimbursement/Pay As You Go. The STAR Act does not directly address pay as you go reimbursement to a developer to reimburse project costs paid upfront by the developer, but it does not prohibit such a structure. Pay As You Go reimbursement occurs over time as the incremental tax revenue is collected. Any reimbursement structure would remain subject to all other provisions of the STAR Act, including various approvals by the Secretary.

5. Changes to Project; Other. Any substantial change (defined by the STAR Act) to a project or district is subject to notice and hearing procedures as required to establish the district. The STAR Act specifies how property may be removed from or added to a district.

Any STAR bond project using state sales tax financing is subject to a separate annual audit at the expense of the City to assess whether the bond proceeds are being used for authorized purposes. The results of the annual audit are reported to various legislative committees, the Secretary, the Secretary of Revenue and the Governor’s office. If an audit finds use of special obligation bond proceeds for unauthorized or ineligible costs the City is required to repay such amounts.

TAX INCREMENT FINANCE

The TIF Act authorizes Kansas cities to create separate districts within a city and finance various redevelopment costs within the district. The costs of redevelopment are financed by capturing all or a portion of the incremental increase in ad valorem taxes (and other taxes) generated by a redevelopment project and applying that amount to pay redevelopment costs, either by directly reimbursing costs paid by a private developer or by retiring bonds issued by the city to finance the costs. The tax increment includes ad valorem taxes payable to the affected county and school district, as well as those payable to the City. The tax increment may be

captured for a period after the district is created and (in most cases) up to 20 years after the redevelopment project plan is approved for the district. The following is a summary of the statutory steps necessary to create a TIF district.

1. Determine Eligibility. TIF districts may be created in eligible areas defined by the TIF Act.

A. Eligible areas:

(1) A “blighted area” is an area with a majority of nine factors listed in K.S.A. 12-1770a(c) where the city finds that because of such factors the development and growth of the area is substantially impaired or it is an economic or social liability or threat to public welfare. The factors include deteriorated or deteriorating structures, defective or inadequate street layout, unsanitary or unsafe conditions, deteriorating site improvements, tax delinquencies, conditions of economic obsolescence, conditions endangering public safety, improper subdivision or obsolete platting and land use, and conditions affecting title.

(2) A “conservation area” is an area defined in K.S.A. 12-1770a(d) and must comprise 15% or less of the land area in the city limits in which 50% or more of the structures are 35 years old or older, which is not yet blighted but risks becoming blighted because of the existence of two or more factors. The factors include dilapidation, obsolescence or deterioration of structures, illegal use of structures, structures below minimum code standards, abandoned buildings, excessive vacancies, overcrowding, or inadequate utilities and infrastructure.

(3) An “enterprise zone” is an area in the city designated as an enterprise zone before July 1, 1992 under K.S.A. 12-17,707 through 12-17,113, which it is necessary to develop or conserve to promote the general and economic welfare of the city.

(4) A “major commercial entertainment and tourism area” includes, but is not limited to, a major-multi sports athletic complex, which is itself defined as an athletic complex used to train athletic teams, used for the playing of athletic events or the hosting of events and related developments.

(5) A “bioscience development district” designated under the TIF Act (must be approved by the Kansas Bioscience Authority and the affected county).

(6) An intermodal transportation area, which is an area of not less than 800 acres to be developed primarily to handle transfer, storage and distribution of freight through railway and trucking operations.

2. Creation of a redevelopment district. As part of the project plan for a tax increment financed project the city first establishes a district plan and a redevelopment district. These steps are specified in K.S.A. 12-1771:

A. District Intent Resolution. The city adopts a resolution stating that the city is considering establishing a redevelopment district. This resolution gives notice of a public hearing to consider establishing the redevelopment district, describes the boundaries of the proposed district, describes the district plan, states that the description and map of the district are available for inspection and states that the governing body will consider creating a redevelopment district.

B. Notice and Public Hearing. The city gives notice of the public hearing as provided in K.S.A. 12-1772(b), which involves delivering the redevelopment district plan to the board of education and to the county and sending (by certified mail/return receipt) the resolution calling for the public hearing (to be held not less than 30 or more than 70 days after the resolution date) to the board of education, the county and by certified mail to all owners or occupants of land in the proposed redevelopment district. The resolution is also published once in the official newspaper not less than one week or more than two weeks before the public hearing date.

C. Ordinance and Post-hearing Steps. After the hearing the city may pass an ordinance that (i) finds the redevelopment district is an eligible area and that it is necessary to redevelop the area to promote general and economic welfare of the City, (ii) contains the district plan as approved which must identify the proposed project area and generally describe the buildings and facilities to be constructed or improved, and (iii) contains the legal description of the redevelopment district, and (iv) establishes the redevelopment district.

D. School District or County Veto. If the redevelopment project involves the acquisition and redevelopment of private property subject to ad valorem taxes levied by a county or school district, within 30 days after the conclusion of the public hearing on the district plan the board of county commissioners or the affected school district may adopt a resolution finding that the redevelopment district will have an adverse effect on such entity. That resolution must be delivered to the city and the city must adopt an ordinance terminating the redevelopment district within 30 days of receiving the school district or county veto resolution.

3. **Adopt Project Plan.** Any one or more projects may be undertaken in the redevelopment district and may be implemented in separate stages. To proceed with the project the City must prepare a project plan and follow the steps summarized below.

A. Project plan. Prepare a project plan in consultation with the planning commission of the city. The project plan must include: (i) a summary of the feasibility study (defined in K.S.A. 12-1770a), (ii) a reference to the district plan established under K.S.A. 12-1771, (iii) a description and map of the location of the redevelopment or bioscience development project area, (iv) a relocation assistance plan, if required, (v) a “detailed” description of the buildings and facilities proposed to be constructed or improved, and (vii) any other information the governing body deems necessary to advise the public of the project plan.

B. Approval of Project Plan by Planning Commission. The project plan is delivered to the board of county commissioners, the board of education and the City planning commission. When the planning commission finds that the project is consistent with the City's comprehensive plan the City adopts a project plan resolution.

C. Project Plan Resolution. The City adopts a resolution that: (i) gives notice of a public hearing on adopting the project plan setting the date, time and place for the meeting, (ii) describes the boundaries of the redevelopment or bioscience development district and the date the district was established, (iii) describes the boundaries of the redevelopment project area, (iv) states that the project plan, including a summary of the feasibility study, relocation assistance plan, if any, and financial guarantees of the prospective developer and a description and map of the area to be developed are available for inspection with the city clerk. If the city proposes to issue general obligation bonds for the project, notice of that intent must also be included in the project plan resolution.

D. Notice and Public Hearing. The public hearing must be held not less than 30 nor more than 70 days after the date of the project plan resolution. Notice is given by mailing the resolution (by certified mail) to the county commissioners, the board of education, and the owners and occupants of land within the proposed project area and by publication once time in the official city newspaper not less than one week or more than two weeks before the public hearing. The notice must include a description of the proposed project and a sketch adequate to advise the reader of the particular land to be included in the redevelopment project area. At the public hearing the City presents the project plan.

E. Ordinance/Post-hearing. After the public hearing, the City may adopt the project plan by an ordinance approved by a 2/3 vote. If adopted, a description of the land within the project district and a copy of the ordinance or resolution adopting the plan or a plat of the district boundaries must be submitted to the county clerk, appraiser and treasurer and to the governing bodies of the affected county and school districts.

4. **Project Costs and Bond Financing or Reimbursement.** For a traditional TIF district the costs payable from the tax increment or bond proceeds include property acquisition (including through eminent domain, subject to limitations of the TIF Act and other state statutes), relocation assistance, a comprehensive list of traditional infrastructure improvement, plazas and arcades, specific eligible projects, including museums and multi-sport athletic complexes, parking facilities, landscaping and related expenses of redevelopment. Tax increment financing cannot be used to finance construction of buildings or structures owned or leased by a developer (except in case of auto race tracks and multilevel parking facilities). The TIF Act excludes certain other costs from the definition of redevelopment project costs, including fees and commissions paid to developers or others representing businesses considering locating in the redevelopment district, salaries for local government employees, moving expenses, lobbying costs, property taxes for businesses located in the redevelopment district, lobbying costs, bond origination fees, personal property, and travel, entertainment and hospitality.

A. Special Obligation Bonds The Kansas TIF Act authorizes a city to issue special obligation bonds or general obligation bonds to finance a redevelopment project. Special obligation bonds are not general obligations of the city and may be made payable from:

- (1) all or a portion of the ad valorem tax increment produced by the redevelopment project in the district,
- (2) other revenues of the city held in connection with the redevelopment project,
- (3) private sources, contributions or state and federal financial assistance,
- (4) a pledge of transient guest or special sales and use taxes collected from taxpayers in the district,
- (5) a pledge of a portion or all increased revenue from franchise fees collected from utilities using public right-of-way within a district;
- (6) a pledge of all or a portion of revenue received by the city from sales taxes;
- (7) with county approval, a pledge of revenues received by the county from transient guest, local sales and use taxes collected within the district;
- (8) any combination of these methods.

B. General Obligation Bonds General obligation bonds contain the full faith and credit pledge of the city and are payable from any one or combination of revenues pledged to special obligation bonds and from unlimited ad valorem taxes levied by the city. If the city proposes to issue general obligation bonds a third public notice is required and a 60 day protest period begins on the date of the project plan public hearing. If 3% of the qualified electors of the city object by petition, the question of issuing general obligation bonds must be submitted for approval at an election. The feasibility study must also demonstrate that benefits from the project will exceed the costs and that the revenue derived from the project will be sufficient to pay the costs of the project.

C. Reimbursement/Pay As You Go. The tax increment or other revenues derived from a redevelopment project may also be used to directly reimburse private developer(s) for eligible costs paid upfront by the developer or developers of a project. This reimbursement will occur over time as the tax increment pledged to the project is collected.

POLICY MATTERS

As part of this procedural process for either type of project, the city will make many policy determinations respecting the structure and financing of a TIF or STAR project. These may include determining whether the project promotes the city's public and economic development goals, the impact of dedicating a substantial revenue stream to the payment of any bonds, whether the project would occur without tax increment or STAR financing or other economic development subsidies, the extent of private investment, private guarantees or credit enhancement the city will require from the developer, other assurances that may be required from the developer, whether the proposed developer has demonstrated to the city the financial ability to complete (in a timely manner) and operate the project, whether the costs to be financed have been clearly identified, the impact of the proposed development and the pledge of special tax revenues on other business and citizens in the city and related matters.

In addition, the city may wish to (1) specify application and/or administration fees payable to the city, (2) create a city "team" including the city's financial consultants to negotiate memorandums of understanding, development agreements and other matters with developers, (3) specify the types of projects for which the city might consider general obligation TIF financing, (4) require that all feasibility and related studies be conducted by independent consultants selected by the city, (5) specify what preliminary costs must be paid by the developer and which of such costs the city may consider paying, (6) establish a policy on the amount of ad valorem tax or other increments the city will typically pledge to a project, (7) establish design criteria for certain projects, and (8) address other policy considerations.

(Published in the *Garden City Telegram* on November 10, 2014)

RESOLUTION NO. ____-2014

A RESOLUTION STATING THE INTENT OF THE CITY OF GARDEN CITY, KANSAS TO CONSIDER CREATION OF A STAR BOND PROJECT DISTRICT, APPROVE A STAR BOND PROJECT DISTRICT PLAN FOR THE DISTRICT AND PROVIDING FOR NOTICE OF A PUBLIC HEARING ON SUCH MATTERS.

WHEREAS, K.S.A. 12-17,160 through 12-17,179, as amended (“Act”) authorizes the city of Garden City, Kansas (“City”) to create sales tax and revenue (“STAR”) bond project districts, approve STAR bond project district plans for such districts and provide for the financing of eligible costs of STAR bond projects from state and local sales, use and transient guest tax increments collected within the district and allocated to the project and other revenues as allowed by the Act; and

WHEREAS, the City is considering the findings necessary for the creation of a STAR bond project district located generally in the area described on the map attached to this Resolution as **Exhibit A** and as more particularly described in this Resolution (the “STAR bond project district”); and

WHEREAS, pursuant to the Act the City is required to set a date for a public hearing to consider the creation of the proposed STAR bond project district.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

SECTION 1. Pursuant to the Act, the governing body of the City finds and determines that:

(a) A public hearing shall be held as part of the regular meeting of the City Commission on December 16, 2014 at 1:30 p.m., in the City Commission meeting room at 301 N. 8th Street, to consider the creation of the STAR bond project district. After the public hearing, the City Commission will consider findings necessary to establish a STAR bond project district and may pass an ordinance creating the STAR bond project district if the Kansas Secretary of Commerce has made a finding the proposed district is an “eligible area” under the Act.

(b) The proposed STAR bond project district is an approximately 312 acre area in east central Garden City near the intersection of US-50/83/400 and Schulman Avenue. The boundaries of the proposed STAR bond project district are shown on the map attached to this resolution as **Exhibit A**.

(c) The proposed STAR bond project district plan is generally described in the preliminary STAR bond project district plan attached to this resolution as **Exhibit B**.

(d) A description of the proposed STAR bond project district and the proposed STAR bond project district plan are available for inspection at the City Clerk's office, 301 N. 8th Street, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION 2. This Resolution and **Exhibits A and B** shall be sent, by certified mail with return receipt requested, to the Board of Education of Unified School District No. 457, to the Board of County Commissioners of Finney County, to the Board of Trustees of Garden City Community College, and to each owner or occupant of land in the proposed STAR bond project district, not less than 10 days after the date of this resolution. This resolution and **Exhibits A and B** shall also be published one time in the official city newspaper not less than one week nor more than two weeks before the public hearing date of December 16, 2014.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on November 4, 2014.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Roy Cessna, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

EXHIBIT B – RESOLUTION NO. -2014
(STAR BOND PROJECT DISTRICT PLAN)

**STAR BOND PROJECT DISTRICT PLAN FOR DEVELOPMENT
THROUGH SALES TAX AND REVENUE INCREMENT FINANCING
GARDEN CITY, KANSAS**

November 4, 2014

SECTION 1. PURPOSE

The City of Garden City, Kansas (the “City”) intends to create a sales tax and revenue (“STAR”) bond project district within the City. Kansas statutes governing the creation of STAR bond project districts and sales tax and revenue increment financing (K.S.A. 12-17,160 through 12-17,170 and particularly, K.S.A. 12-17,165 (a)) require preparation of a “STAR bond project district plan” (referred to herein as the “district plan”) before creation of a STAR bond project district. The district plan is the preliminary plan identifying the proposed STAR bond project areas and generally describing the buildings, facilities and improvements proposed to be constructed in such areas.

SECTION 2. DESCRIPTION OF SALES TAX AND REVENUE (STAR) FINANCING

Projects financed through STAR financing involve the creation of an “increment” in state and local sales, use and transient guest tax collected in a STAR bond project district. The increment is the amount of such taxes collected from taxpayers within the portion of a STAR bond project district occupied by a STAR bond project that exceeds the amount of the “base year” revenue. The base year is the 12-month period immediately before the month the STAR bond project district is established. After the STAR bond district is created the sales tax and revenue increment collected in the STAR bond project district which exceeds that collected in the base year is paid to the City to fund and pay certain eligible costs of the STAR bond project.

SECTION 3. STAR BOND PROJECT DISTRICT

A map showing the boundaries of the proposed STAR bond project district is attached as **Exhibit A**. The proposed STAR bond project district is within the city limits of Garden City, Kansas and consists of approximately 312 acres (more or less) of real estate, located in east central Garden City, Finney County, Kansas, near the intersection of US-50/83/400 and Schulman Avenue.

Before the proposed STAR bond project district is established, the Kansas Secretary of Commerce must make a finding the proposed district is an “eligible area” for STAR bond financing as defined by the Act.

SECTION 4. STAR BOND DISTRICT PROJECT DESCRIPTION

The buildings and facilities to be constructed or improved in the STAR bond project district may be described in a general manner as a mixed-use development consisting of some or all of the following uses: major multi-sport athletic complex, including indoor and outdoor facilities, arena, and athletic facilities and dormitory; retail uses; restaurant uses; other general commercial development; hotel uses; residential uses; and associated public and private infrastructure. The STAR bond project district may consist of multiple STAR bond project areas as delineated in one or more STAR bond project plans to be approved for property within the STAR bond project district.

SECTION 5. STAR PROJECT PLAN APPROVAL

The statutes governing STAR increment financing and STAR bond project districts require that all proposed projects in a STAR bond project district be presented to and authorized by the City Commission through its approval of detailed “STAR bond project plans”. Each project plan will identify specific project areas within the STAR bond project district and will include detailed descriptions of the proposed improvements and methods of financing. STAR bond project plans must be reviewed by the Holcomb - Garden City - Finney County Area Planning Commission and are submitted to a public hearing after published notice and notification of affected property owners. Before going forward a STAR bond project plan must be adopted by a two-thirds majority of the City Commission and the Kansas Secretary of Commerce must review the STAR bond project plan, the feasibility and market studies required by the Act and other documents and approve the STAR bond project.

Old Business



**Engineering
Department**

Steven F. Cottrell, P.E.,
City Engineer

C.W. Harper, P.E.
Assistant City Engineer

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 31 October 2014

RE: STATE THEATER

ISSUE

At your October 21st meeting, Mark Pamplin gave the Governing Body an update on his fundraising progress for the State Theater, and asked for an extension through the end of December 2015 to the Memorandum of Understanding for use of the State Theater.

BACKGROUND

The City and Mark Pamplin executed the MOU in early 2013, which allowed Mr. Pamplin until early September 2013 to raise funds for the project, before the property would be transferred. A previous amendment extended the fundraising period to September 16th, 2014.

ALTERNATIVES

The Governing Body may approve or reject an extension to the fundraising time.

RECOMMENDATION

Staff requests direction from the Governing Body regarding this matter.

FISCAL

The fiscal impact to the City could be positive from revenue received from the sale of the property, and/or from the avoidance of further maintenance expense on the building.

Steve Cottrell

New Business

Consent Agenda

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 30 July 2014

RE: UTILITY EASEMENT

ISSUE

The Electric Department is installing a new service line for 510 W. St. John St. An easement across the adjacent property at 318 N 12th St. is needed for the line.

BACKGROUND

The Electric Department is installing a new service line for 510 W. St. John St. The new service replaces an old overhead service that crosses over the neighboring house at 508 W. St John St. An easement across the adjacent property at 318 N 12th St. is needed. The new line will also allow a new service to the house at 318 N 12th St.

An easement has been obtained from Jaime Medina.

ALTERNATIVES

The Governing Body may accept or reject the easement.

RECOMMENDATION

Staff recommends accepting the easement.

FISCAL

The costs related to this project are covered in the Electric Department budget.

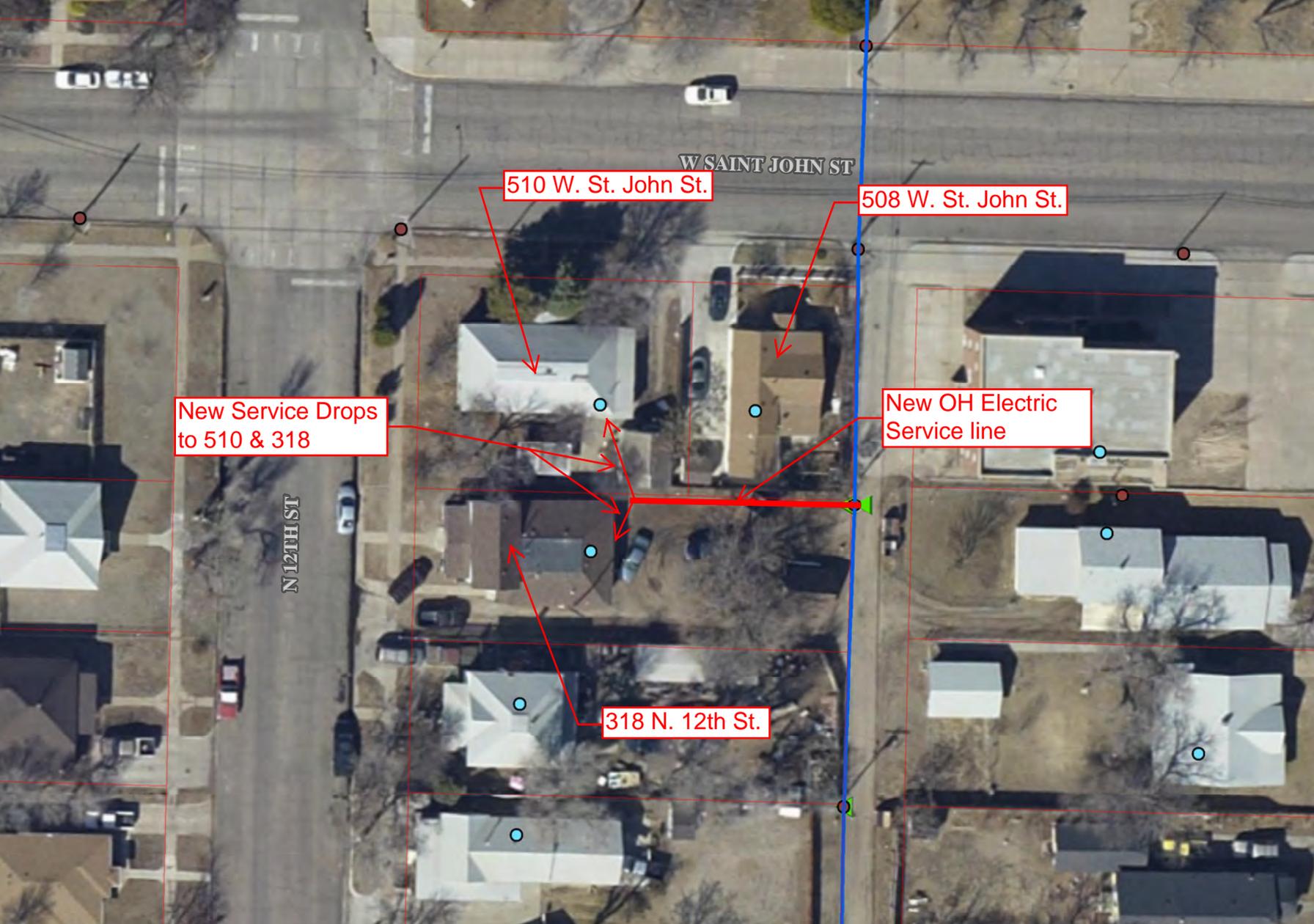


Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

C.W. Harper, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org



W SAINT JOHN ST

510 W. St. John St.

508 W. St. John St.

New Service Drops
to 510 & 318

New OH Electric
Service line

N 12TH ST

318 N. 12th St.

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 28 October 2014

RE: ELEPHANT EXHIBIT EXPANSION BIDS

ISSUE

Bids were received today for the Elephant Exhibit Expansion project at Lee Richardson Zoo. The bid tabulation is attached.

BACKGROUND

The project expands the elephant yard to the south. The bid included three Alternate bids, 1) a small pool, 2) removal of the existing asphalt pathway along the south side of the current yard, and 3) a spectator viewing structure.

Only one bid was received, from Hutton Construction, Corp., which exceeded the architect's estimate and the available funding.

Zoo staff, the Friends of Lee Richardson Zoo and the Zoo Advisory Board will be meeting to discuss a recommendation on how to proceed at a future meeting.

ALTERNATIVES

The Governing Body must reject the bid, as it exceeds the estimate and is not within the negotiable range allowed in our Purchasing Policy.

RECOMMENDATION

Staff recommends rejecting the bid.

FISCAL

The project is funded from the 2011 and 2012 General Obligation Bond issues.



Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

C.W. Harper, P.E.
Assistant City Engineer

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**CITY OF GARDEN CITY, KANSAS
ENGINEERING DEPARTMENT**

TABULATION OF BIDS

October 28, 2014

10:00 a.m.

**ELEPHANT EXHIBIT EXPANSION
LEE RICHARDSON ZOO**

BIDDER	ARCHITECT'S ESTIMATE	HUTTON CONSTRUCTION CORP.	
BASE BID	\$ 375,000.00	\$ 1,117,200.00	
ALTERNATE 1	\$ 50,000.00	\$ 412,100.00	
ALTERNATE 2	\$ 1,000.00	\$ 3,100.00	
ALTERNATE 3	\$ 46,600.00	\$ 27,300.00	
RECOMMENDED AWARD	Bid exceeds Architect's estimate and must be rejected		
COMMENT			

MEMORANDUM

TO: Matt Allen, City Manager
FROM: James R. Hawkins, Chief of Police
DATE: October 30, 2014
SUBJECT: One Solution Computer Aided Dispatch



Issue: The Garden City Police Department is currently operating its records management and dispatch system with HTE Computer Aided Dispatch, a server-based data entry system, which is thirty-year-old technology. The Garden City Police Department wishes to switch to a PC-based records management system through Sun Guard Public Sector. Sun Guard previously provided support for the HTE system, but will no longer provide updates for that system.

Background: Sun Guard Public Sector representatives demonstrated the One Solution Computer Aided Dispatch PC-based software and modules and personnel from the GCPD visited departments using One Solution and determined that it would be the best system to which to convert its records management and dispatch system. The necessary hardware for the system is estimated at an additional \$200,000 and will be included in the financed amount.

Alternatives: Continue with the current thirty-year-old system with no update support.

Purchase the One Solution software system.

Recommendation: It is our recommendation to purchase the One Solution Computer Aided Dispatch software.

Fiscal Note: The City of Garden City has recently made the last payment for Emergency Communications Services and this annual payment of \$80,000 will be allocated to make scheduled yearly payments for the software. This causes no change to the authorized annual budget. The total cost of the software and hardware is of \$980,980.00. The amount will be financed through a lease purchase agreement, which will be negotiated in 2015.

Your attention to this matter is appreciated.

A handwritten signature in blue ink, appearing to read "James R. Hawkins".

James R. Hawkins,
Chief of Police

CUSTOMER NO. _____; CONTRACT NO. 141665

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.

a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Garden City

with its principal place of business at
304 N. Ninth
Garden City, KS 67846

(for purposes of this Agreement, "Customer")

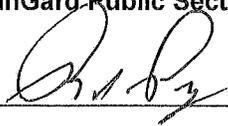
By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 29, 2014.

City of Garden City, KS

SunGard Public Sector Inc.

BY: _____

BY:  _____

PRINT NAME: _____

PRINT NAME **Ray Perkey, Vice President Professional Services**
AND TITLE: **Sungard Public Sector Inc**

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: October 17, 2014

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. **Definitions.**

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard

Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership.

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

a) Software Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable

number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

d) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

c) Workmanlike Skills. SunGard Public Sector will render all services under this

Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

- a) Payment.
- i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.
 - ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in

providing Customer with services under this Agreement. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline

Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the

problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software)

from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or

entity to which SunGard Public Sector transfers any of its rights in the Software.

14. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Kansas without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. **LIMITATIONS OF LIABILITY.**

A) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

B) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET

FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **City of Garden City**

Delivery Address: 304 N. Ninth, Garden City, KS 67846

SOFTWARE:

Qty	Part #	Component System	License Fee	Initial Payment Amount	Support Type
		ONESOLUTION COMPUTER AIDED DISPATCH			
1	CAD-T1	BASE COMPUTER AIDED DISPATCH SYSTEM - POP. TIER-1	\$ 27,300.00	\$ 4,368.00	7x24
3	CAD-CON-T1	ADDITIONAL CAD CONSOLE LICENSE - POP. TIER 1	7,800.00	1,248.00	7x24
1	CAD-MJ-T1	MULTI-JURISDICTIONAL DISPATCH OPTION - POP. TIER 1	3,000.00	480.00	7x24
1	CAD-MAP-T1	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE - POP. TIER 1	3,500.00	560.00	7x24
4	CAD-MAPD-T1	ADDITIONAL CAD MAP DISPLAY LICENSE - POP. TIER 1	4,000.00	640.00	7x24
1	CAD-PG-T1	ALPHA NUMERIC PAGING MODULE - POP. TIER 1	4,500.00	720.00	7x24
1	CAD-E911-T1	E911 INTERFACE MODULE - POP. TIER 1 ¹	4,500.00	720.00	7x24
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE ¹	1,000.00	160.00	7x24
9	CAD-MRM-T1	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - POP. TIER 1	9,000.00	1,440.00	7x24
		SubTotal	64,600.00		
		ONESOLUTION RECORDS MANAGEMENT			
1	RMS-BASE-T6	BASE RECORDS MANAGEMENT SYSTEM - 40 WORKSTATIONS	47,700.00	7,632.00	7x24
1	RMS-MJ-T3	MULTI-JURISDICTIONAL RMS OPTION - 15 WORKSTATIONS	3,300.00	528.00	7x24
1	RMS-ANIMAL-T1	ANIMAL CONTROL MODULE - 5 WORKSTATIONS	3,800.00	608.00	7x24
1	RMS-LINK-T1	LINK ANALYSIS MODULE	5,700.00	912.00	7x24
1	RMS-MAP-INIT-T1	FIRST RMS MAP DISPLAY AND MAP MAINTENANCE	2,800.00	448.00	7x24
1	RMS-MAP-T1	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 5 WORKSTATIONS	600.00	96.00	7x24
1	RMS-ACCIDENT-T2	BASIC ACCIDENT MODULE - 10 WORKSTATIONS	2,700.00	432.00	7x24
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE - 5 WORKSTATIONS	3,800.00	608.00	7x24
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	8,800.00	1,408.00	7x24
1	RMS-GANG-T1	GANG TRACKING MODULE - 5 WORKSTATIONS	3,800.00	608.00	7x24
1	RMS-CANINE-T1	CANINE TRACKING MODULE - 5 WORKSTATIONS	2,800.00	448.00	7x24
1	RMS-CAPLUS-T1	CRIME ANALYSIS PLUS.NET MODULE - 5 WORKSTATIONS	5,700.00	912.00	7x24
		SubTotal	91,500.00		
		ONESOLUTION MESSAGE SWITCH			
5	MCT-MIS-T1	LAN CLIENT LICENSE FOR MESSAGE SWITCH	1,000.00	160.00	7x24
1	MCT-SWI-T1	MESSAGING SOFTWARE	7,500.00	1,200.00	7x24
		SubTotal	8,500.00		
		ONESOLUTION MOBILE SOFTWARE			
1	MCT-BMS-T6	BASE MOBILE SERVER SOFTWARE UP TO 40 WORKSTATIONS	20,300.00	3,248.00	7x24
40	MCT-CLIENT-T2	MCT CLIENT - DIGITAL DISPATCH	28,000.00	4,480.00	7x24
40	MCT-MAP-T2	MCT CLIENT - MAPS	4,000.00	640.00	7x24
40	MCT-MFR-OFF-T2	MFR CLIENT - BASE INCIDENT/OFFENSE	32,000.00	5,120.00	7x24
45	MCT-MFR-ACC-T1	MFR CLIENT - ACCIDENT REPORTING	18,000.00	2,880.00	7x24
1	MCT-MFR-REV-T7	REVIEW MODULE FOR FIELD REPORTING UP TO 40 WORKSTATIONS	17,300.00	2,768.00	7x24
40	MCT-MFR-CITATION-T2	MFR CLIENT - CITATION	16,000.00	2,560.00	7x24
20	MCT-MFR-MBLN-CLIENT-T1	MFR CLIENT-MOBLAN VERSION	8,000.00	1,280.00	7x24
		SubTotal	143,600.00		
		ONESOLUTION AVL			
1	MCT-AVL-HOST-T1	AVL SERVER HOST LICENSE	13,200.00	2,112.00	7x24
30	MCT-AVL-CLIENT-T1	MCT CLIENT - AVL	3,000.00	480.00	7x24
5	MCT-AVL-CAD-T1	CAD CLIENT AVL LICENSE	7,500.00	1,200.00	7x24
		SubTotal	23,700.00		
		ONESOLUTION INTERNET PRODUCTS			
1	INT-OPSCAD	OPS CAD	6,000.00	960.00	7x24
1	INT-OPSRMS	OPSRMS	6,000.00	960.00	7x24
1	INT-P2C	POLICE 2 CITIZEN	6,000.00	960.00	7x24
		SubTotal	18,000.00		
		FREEDOM			
1	MCT-FREEDOM-SERVER-PAC	FREEDOM BASE SERVER PACK	3,500.00	560.00	7x24
15	MCT-FREEDOM-PREMIUM	FREEDOM LICENSES (POLICE)	6,000.00	960.00	7x24
		SubTotal	9,500.00		
		SubTotal	\$ 359,400.00		
		Less Customer Discount	\$ (89,000.00)		
		Total	\$ 270,400.00	\$ 57,504.00	

Software Notes:

1. Interfaces are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.
3. The "Initial Payment Amount" in the table above represents the Improvements fee for the Initial Contract Year. The Initial Contract Year begins on the Execution Date and ends May 31, 2015. Subsequent Contract Year(s) begin on the expiration of the Initial Contract Year (or each anniversary thereof) and continue for a twelve month period.
4. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

SERVICES:

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Conversion	Implementation
		ONESOLUTION COMPUTER AIDED DISPATCH SERVICES						
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 16,000.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 4,200.00				
1	CAD-DATACNV-HTECAD6	DATA CONVERSION FOR HTE CAD 400 AND CAD 6					\$ 5,400.00	
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00					
1	CAD-PGL-TRN	CAD FOLLOW-UP TRAINING	5,120.00					
2	CAD-USR-TRN	CAD USER TRAINING	12,800.00					
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION						\$ 26,200.00
1	CAD-MAP-IMPL	MAPPING IMPLEMENTATION						12,600.00
		ONESOLUTION RECORDS MANAGEMENT SERVICES						
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			18,000.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00				
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00					
1	RMS-USR-TRN	RMS USER TRAINING	6,400.00					
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00					
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE					25,000.00	
14	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	17,920.00					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR CUSTOM MODIFICATIONS and DATA CONVERSIONS			6,400.00			
	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				\$ 1,280.00		
2	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				2,560.00		
4	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING - CA PLUS	5,120.00					
1	RMS-PGL-CON	RMS POST GO-LIVE TRAINING CLOSE OUT	5,120.00					
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES						22,320.00
1	RMS-PROF-ADD-TECH	DATA CONVERSION IMPLEMENTATION ASSISTANCE						2,100.00
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES FOR KANSAS STATE REQUIREMENTS						11,200.00
		ONESOLUTION MESSAGE SWITCH SERVICES						
1	MCT-SW-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH						1,400.00
1	MCT-SW-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00				
		ONESOLUTION MOBILE SERVICES						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			8,000.00			
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00				
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,280.00					
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00				
3	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING	11,520.00					
	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00					

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Conversion	Implementation
ONESOLUTION MOBILE SERVICES (CONTINUED)								
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	3,840.00					
3	MCT-USR-TRN	MCT USER TRAINING	1,920.00					
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00					
1	MFR-PGL-CON	MOBILE POST GO-LIVE CLOSE OUT				5,120.00		
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES						7,000.00
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING						2800.00
ONESOLUTION AVL SERVICES								
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING	2,800.00					
ONESOLUTION INTERNET PRODUCTS SERVICES								
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS			1,800.00			
1	INT-OPS-INST	OPSCENTER INSTALLATION		2,800.00				
2	INT-OPS-TRN	OPCENTER TRAINING	2,560.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00				
FREEDOM SERVICES								
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			1,280.00			
1	MCT-BMS-INST	INSTALLATION OF FREEDOM		4,200.00				
1	RMS-WEB-TRN	RMS WEB-BASED TRAINING (FREEDOM)	640.00					
ASTRO 25 SERVICES								
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			1,280.00			
1	CAD-INST-ADD	CAD SOFTWARE INSTALLATION - ADD ON - Installation		1,400.00				
TOTAL SERVICES FEE			\$116,440.00	\$33,600.00	\$52,560.00	\$8,960.00	\$30,400.00	\$85,620.00

Qty	Part #	Custom Modifications	Initial Payment Amount	Improvement Fees (Contract Year 2)
1	MCT-CUST-MOD	BUILD OF KANSAS STATE REQUIREMENTS	\$ 23,000.00	\$ -
2	MCT-MFR-CIT-CUST-T1	AGENCY SPECIFIC CITATION FORM (EACH FORM - Spanish & English Version)	15,000.00	2,400.00
1	CAD-CUST-MOD	BUILD OF KANSAS STATE REQUIREMENTS	23,000.00	-
1	RMS-CUST-MOD	BUILD OF STATE OF KANSAS REQUIREMENTS	23,000.00	-
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - State Accident Submission Consulting	15,000.00	2,400.00
1	CAD-CUST-MOD-T1	CAD CUSTOM MODIFICATIONS - ASTRO 25 INTERFACE	25,000.00	4,000.00
PAYMENT AMOUNT			\$ 124,000.00	\$ 8,800.00

Services Notes:

- Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.
- Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

SUMMARY OF COSTS	
	Price
Component Systems	\$ 270,400.00
Services	450,580.00
Professional Services Contingency	60,000.00
Total	\$ 780,980.00

*Included above is a Professional Services Contingency Fee which shall be used to provide Additional services which will be mutually determined using a change control process.

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Professional Services Fees: On invoice daily, as incurred.

Conversion Fees: 50% on the Execution Date; 50% on invoice, upon completion.

Custom Modification Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Professional Services Contingency: On invoice, as incurred.

Improvement Fees: Improvements Fees for the Initial Contract Year are noted above and are due thirty (30) days prior to the expiration of the Current Legacy Period. Improvement Fees for any Contract Year subsequent to the Initial Contract Year will be at the then prevailing rates and are subject to change and will be specified by SunGard Public Sector in an annual invoice.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

DESCRIPTIONS:

Part Number: CAD-T1

Description: BASE COMPUTER AIDED DISPATCH SYSTEM - POP. TIER-1

Long Description: Computer Aided Dispatch Includes:

Single-Jurisdictional CAD for Police, Fire, and/or EMS

Call Taking and Dispatching Functions

Tabular Geo-File Subsystem (without maps)

Business and Sites Subsystem

Unit Recommendation Subsystem

Premise/Alert and Hotspots Subsystems

Part Number: CAD-CON-T1

Description: ADDITIONAL CAD CONSOLE LICENSE - POP. TIER 1

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate the CAD system.

Part Number: CAD-MJ-T1

Description: MULTI-JURISDICTIONAL DISPATCH OPTION - POP. TIER 1

Long Description: The multi-jurisdictional dispatch option allows the CAD system to dispatch for multiple jurisdictions.

Part Number: CAD-MAP-T1

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE - POP, TIER 1

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation

Includes:

- Pin Mapping of Calls for Service Data

- Map Editing and Maintenance software (training not included)

- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD-T1

Description: ADDITIONAL CAD MAP DISPLAY LICENSE - POP, TIER 1

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with the CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-PG-T1

Description: ALPHA NUMERIC PAGING MODULE - POP, TIER 1

Long Description: The Alpha-Numeric Paging module is designed to automatically send an alphanumeric page to responding units upon dispatch. Our paging module supports the ability to send individual personalized messages to specific pagers directly from CAD. This module supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station.

Part Number: CAD-E911-T1

Description: E911 INTERFACE MODULE - POP, TIER 1

Long Description: The E911 Interface allows CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: CAD-INT-PG

Description: CAD INTERFACE TO PAGEGATE

Long Description: SunGard's interface to NotePage, Inc.'s PageGate software allows the CAD Paging module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

Part Number: CAD-MRM-T1

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - POP, TIER 1

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with the CAD System.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard's application software. SunGard prefers the CAD server(s) to be shipped to SunGard's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software, install all 3rd party software on the respective file servers and workstations using SunGard's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

Four (4) days of QA services to assist with the CAD implementation.

Four (4) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Three (3) SunGard professionals (1 QA, 1 Training, and 1 Technical Services) to be on-site for up to two (2) days when the base CAD System goes live as determined by the project plan.

Five (5) days of discovery.

Part Number: CAD-CUST-MOD

Description: BUILD OF KANSAS STATE REQUIREMENTS

Long Description: SunGard will work with the customer to identify the state specific items to be adjusted in the ONESolution CAD product. This would include adjusting the forms utilized for SunGard's standard State/NCIC queries (Drivers, Vehicles, Wanted Persons, Boats, Articles, Guns, Criminal History, and Administrative Messages). All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-DATACNV-HTECAD6

Description: DATA CONVERSION FOR HTE CAD 400 AND CAD 6

Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding SunGard proposed CAD solution module:

Call History

Sites

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: CAD-MAP-IMPL

Description: MAPPING IMPLEMENTATION

Long Description: Up to 9 days of services related to implementation of mapping for use with the ONESolution applications (CAD and/or RMS). Includes a minimum of three periodic map data audits conducted remotely (3 days), as well as assistance with creating and loading map layers (6 days).

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days on-site, plus 1 day class preparation/follow up.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-PGL-TRN

Description: CAD FOLLOW-UP TRAINING

Long Description: Training for end-users conducted on-site 60-90 days post- go live, to focus on advanced skill development, agency-specific issues, recent product enhancements (if applicable), and individual questions. Half-day class (up to 4 hours) per end-user. Minimum purchase for on-site training = 2 days. Pricing also includes 1 day of SunGard trainer class preparation and follow-up.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day class preparation/follow up.

Part Number: RMS-BASE-T7

Description: BASE RECORDS MANAGEMENT SYSTEM - 40 WORKSTATIONS

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows Server 2003 or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

Part Number: RMS-MJ-T3

Description: MULTI-JURISDICTIONAL RMS OPTION - 15 WORKSTATIONS

Long Description: This allows SunGard's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-ANIMAL-T1

Description: ANIMAL CONTROL MODULE - 5 WORKSTATIONS

Long Description: The Animal Control module allows for the collection of information related to the operations of the agency's Animal Control Division, including tracking of events surrounding the capture or surrendering of an animal to the Animal Shelter. Includes the ability to store narrative information and follow up tracking entries associated with the status and/or disposition of the animal. The application will allow for tracking of dangerous

animal alerts at specific locations and allow for the storage of system attachments, including images of the animal when available. This module will have separately assigned security access within RMS¹. Summary reporting will be available to generate shelter statistics and manage the shelter population.

¹ Includes Animal Services dashboard to provide facility population statistics and other information quickly.

Part Number: RMS-LINK-T1

Description: LINK ANALYSIS MODULE

Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a standalone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

Part Number: RMS-MAP-INIT-T1

Description: FIRST RMS MAP DISPLAY AND MAP MAINTENANCE

Long Description: First OASIS Map Display and Map Maintenance Software License for a RMS Workstation
Includes:

- Pin Mapping of Search Results
- Map Edit and Maintenance
- Map Display for One Workstation

Does not include any GIS data, related attribute data or digitizing services. Should Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a RMS display license.

Part Number: RMS-MAP-T1

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 5 WORKSTATIONS

Long Description: Provides the ability to pin map locations from SunGard's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-ACCIDENT-T2

Description: BASIC ACCIDENT MODULE - 10 WORKSTATIONS

Long Description: The Accident module provides the ability to capture basic crash-related data elements and crash diagrams from accidents and replicate the information to the primary state specific form for printing.

Part Number: RMS-INTELLIGENCE-T1

Description: INTELLIGENCE MODULE - 5 WORKSTATIONS

Long Description: The RMS Intelligence module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists, hiding involvement summary from users not authorized to access the Intelligence module components.

Part Number: RMS-PSD-T1

Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE

Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

Part Number: RMS-GANG-T1

Description: GANG TRACKING MODULE - 5 WORKSTATIONS

Long Description: The Gang Tracking module collects names and information associated with the various gangs, including members, associates, and locations. This module also has the capability to separately record gang activity and events. The module comes with a Gang Dashboard, allowing the user to visualize gang members and related activities.

Part Number: RMS-CANINE-T1

Description: CANINE TRACKING MODULE - 5 WORKSTATIONS

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

Part Number: RMS-CAPLUS-T1

Description: CRIME ANALYSIS PLUS.NET MODULE - 5 WORKSTATIONS

Long Description: Reach beyond elementary pin mapping with SunGard's Crime Analysis Plus.NET. Users connect incident data with digital maps to perform robust analysis designed to meet your agency's crime analysis objectives. Get meaning from all of that data with a robust analysis toolbox that includes static and animated heat maps, statistical summaries and geographic summaries of incident data. Leverage base maps from Google, ESRI REST/WMS services, Bing, Yahoo and NOAA Weather Services to extend your location data resources. Through options to deploy Crime Analysis + desktop, lite or mobile versions the agency can organize and customize information into books and pages for each law beat, district, special project task force or workflow need to consume RMS or CAD data.

Deployment of the Mobile version requires deployment to a Webserver that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department can provide server specs and pricing as needed.

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base RMS and P2P application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Three (3) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

Two (2) days of QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site for up to two (2) days each when the base RMS System goes live as determined by the project plan.

Five (5) days of discovery.

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables.

Class duration = up to 4 days on-site, plus 1 day class preparation/follow up.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day class preparation/follow up.

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Eight (8) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training and assistance designed to prepare agency training staff for conducting RMS User Training.

Maximum number of participants = 6.

Part Number: RMS-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES (Role Based Training - Investigations)

Long Description: Services provided by SunGard's product or training specialists. Services may include, but are not limited to, add-on module training, refresher training, system analysis, or consulting.

Part Number: RMS-DATACNV-HTE

Description: DATA CONVERSION FROM HTE

Long Description: SunGard will convert data from the following CRIMES modules to the corresponding RMS module:

- Master Names
- Incident
- Adult and Juvenile Arrest
- Evidence
- Field Interview
- Citation
- Accident
- Warrant

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

Data conversion services are proposed for conversion of legacy data from a single agency and assumes all data is converted from a single source. Legacy data will be converted into corresponding elements in the SunGard database. Where there is no directly corresponding element in the ONESolution product the legacy data may be stored in a notes area for the appropriate module or as an external attachment to the original record. SunGard will provide guidance throughout the conversion to determine the most appropriate and reasonable place to convert such data depending on how the data may need to be accessed, searched and used for forward functionality. New data elements will not be created in the SunGard database to match data elements in the legacy system. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing the data in notes or as an attachment to the original record) must be identified.

Unless specifically proposed in a properly executed custom development contract SunGard will not adjust the existing database structure to fit legacy data. The final scope, including specific details regarding mapping and translation of legacy data and a timeline for completion of the conversion will be documented in a separately, mutually agreeable and properly executed statement of work. After a full data analysis, the SunGard data conversion developer will work with the customer to develop the statement of work for the conversion which will become the binding agreement for specific conversion deliverables and final acceptance of converted data.

All data conversions are performed on a modular basis. This means that data is not converted "all at once" but instead, module by module with quality review between modules. We will work with customer data experts as required to define the mapping of data elements between systems. After mapping and translation is complete SunGard will design, code, test and deliver conversion results for each included module into a dedicated environment for review by the customer. SunGard cannot make assumptions regarding the translations or correctness of customer data. Therefore the Customer maintains ultimate responsibility for confirming the accuracy of all converted data and agrees to provide translations for data as required (with SunGard guidance and direction) to complete the conversion. Translation data must be returned to SunGard before conversion can begin and within a maximum of 10 business days of receipt of the data to be translated in order to maintain the projected timeline. The customer must also dedicate resources as necessary to review the converted data and record adjustments needed for the entire data set uploaded during each iteration. The goal of review and feedback is to ensure that all issues are compiled in a single list, per module, to ensure efficiency and the best possible quality conversion result. The document showing adjustments required must be returned to SunGard within 7 business days after delivery of the data for review. After 7 business days, if no feedback has been received that identifies problems to be corrected, the quality of data for the current iteration/module is considered accepted as delivered and the next iteration begins by default. If the client is not responsive for a period of 60 days SunGard may close the conversion project and resources assigned for the project may be released. Should this occur, the conversion project must be re-planned and restarted, which will result in additional costs for conversion effort. This proposal includes a limited number of review and feedback iterations. Up to 3 (three) iterations of upload, review and feedback, per module, are included in the pricing provided. Adjustments will be made between each data upload to achieve the best result possible. Designated customer representatives must provide written acceptance of the data for each module in the conversion environment prior to delivery of converted data into the final environment. The final (fourth) data upload is for customer acceptance of the converted data in its permanent database destination. Unless otherwise specified, the proposal includes final conversion into an archive environment hosted on customer provided equipment. Should the conversion require more than 3 iterations for any given module, to correct issues that could have been identified by more thorough customer review or timelier customer feedback, then the effort for those iterations will be billed on an hourly basis at the current SunGard rate for data conversion services. At the time of this proposal, that rate is USD \$200 per hour, but is subject to change without notice and in accordance with any overriding contract agreement. On an average basis the additional effort for extra conversion iterations is approximately 12 hours per module.

Conversion of data to any module not listed in this proposal or conversion of data from additional systems is specifically excluded and will require additional analysis, scope, definition and pricing. It is understood that some minor data manipulation during the conversion may be expected to "clean-up" legacy data that may not be suitable for conversion as-is. Requests for data cleanup must be limited to items of large scale or issues that affect a significant number of records and can be addressed in a systematic manner. Effort is not included to address multiple, one-off, discrete or unusual occurrences of specific mistakes in the legacy data. Proactive identification of data anomalies, discussion of business rules and relationships between legacy data elements will support a conversion with the best possible quality and help maintain the timeline for delivery of the conversion.

Ongoing maintenance for conversion issues is not unlimited. The process proposed includes multiple opportunities to identify and correct issues with converted data during the iterative cycles of review and feedback. Therefore, SunGard will provide support for newly reported issues of problems with converted data for a period of 90 days following acceptance of the converted data for conversion into the final destination. Any issue reported after the windows of support will require additional analysis, a written definition of scope of work and is subject to additional costs. Requests for conversion support outside this period of time should be initiated through your SunGard account executive.

The specific scope of services will be controlled by separately executed statement of work (SOW) containing the data conversion plan.

Part Number: RMS-PROF-ADD-TECH

Description: DATA CONVERSION IMPLEMENTATION ASSISTANCE

Long Description: SunGard will provide technical services necessary to assist in the data conversion process and implementation associated with data conversion.

Part Number: RMS-CUST-MOD

Description: BUILD OF STATE OF KANSAS REQUIREMENTS

Long Description: SunGard will work with the customer to identify the state specific items to be adjusted in the ONESolution RMS product. This would include adjusting the forms utilized for SunGard's Accident, Citation, and Incident modules. In addition, specific IBR/UCR validation rules and submission requirements would be adjusted to match state requirements. All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: SunGard will provide training on the following modules:

- Link Analysis – 1 day
- Accident Module – 2 days
- Intelligence Module – 1 day
- Professional Standards Module – 1 day
- Gang Module – 1 day
- Canine Module – 1 day
- RMS Pin-Mapping – 1 day
- Animal Control – 1 day
- CA Plus Install/Training – 5 days

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES FOR CUSTOM MODIFICATIONS and DATA CONVERSIONS

Long Description: Project Management for custom services related to State of Kansas requirements.

Part Number: RMS-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES

Long Description: Services provided by SunGard's product or training specialists. Services may include, but are not limited to, add-on module training, refresher training, system analysis, or consulting. This service is for 1 day to train Detectives.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING - CA PLUS

Long Description: Training for Add-On RMS modules to include:

- Three (3) days of Crime Analysis Plus .NET training, plus 1 day class preparation and follow-up.

Part Number: RMS-PGL-CON

Description: RMS POST GO-LIVE TRAINING CLOSE OUT

Long Description: On-site visit by a SunGard Consultant-Instructor conducted 60-90 days post go live to assist the customer in identifying and/or closing out training issues and functionality questions. Consists of on-site observation and interviews, followed by a meeting with key personnel for detailed review of agency questions and recommendations to increase efficiency and effectiveness of system use. Deliverable includes written report of issues and recommended solutions within the application. Includes 3 days on-site plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - State Accident Submission Consulting

Long Description: ***All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.***

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES FOR KANSAS STATE REQUIREMENTS

Long Description: Kansas State Specific Requirements Implementation Services 8 days.

Part Number: MCT-MIS-T1

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard's standard State/NCIC queries

The standard set of State/NCIC queries included are Drivers license inquiry, Wanted Person inquiry, Vehicle inquiry, Boat inquiry, Article inquiry, Gun inquiry, Criminal History inquiry, and Admin Message.

Part Number: MCT-SWI-T1

Description: MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard application for workstation-to-Workstation messaging. Secondly, it supports State/NCIC queries from the Data Entry window. Responses from the State come back to the user in the message queue.

The Message Switch must run on Windows 2008 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. The Message Switch supports basic queries.

NOTE: Any State/NCIC data entry functions must be performed with state supplied software or technology.

The standard set of State/NCIC queries included are Drivers license inquiry, Wanted Person inquiry, Vehicle inquiry, Boat inquiry, Article inquiry, Gun inquiry, Criminal History inquiry, and Admin Message.

Part Number: MCT-SWI-IMPL

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-BMS-T7

Description: BASE MOBILE SERVER SOFTWARE UP TO 40 WORKSTATIONS

Long Description: Server license of SunGard's Mobile Server Software to support up to 40 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-CLIENT-T2

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available). It also performs local, State and NCIC queries, and receives search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MAP-T2

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allows officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-OFF-T2

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-MFR-ACC-T1

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's Crash Wizard and Microsoft Visio.

Part Number: MCT-MFR-REV-T7

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 40 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 40 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MFR-CITATION-T2

Description: MFR CLIENT - CITATION

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module has the ability to reproduce the printed state form in the car. Printer hardware not included.

Part Number: MCT-MFR-MBLN-CLIENT-T1

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

Two (2) days of technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

One (1) day of QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard representative on site the day MCT goes live.

Includes two (2) days of on-site Technical Services; two (2) days of QA testing prior to user training; and one (1) day of on-site go-live.

All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate.

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = up to 1 day.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to install and configure MFR. Includes install and configuration of add on modules.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to test MFR.

Part Number: MFR-USR-TRN

Description: MOBILE FIELD REPORTING USER TRAINING

Long Description: Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or Crash Wizard. Class duration = up to 2 days on-site, plus 1 day class preparation/follow up.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Up to three (3) days of on-site training assistance, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training, as well as assistance to agency instructors preparing to conduct MCT User Training.
Maximum number of participants = 6.

Part Number: MCT-CUST-MOD

Description: BUILD OF KANSAS STATE REQUIREMENTS

Long Description: SunGard will work with the customer to identify the state specific items to be adjusted in the ONESolution MCT/MFR products. This would include adjusting the forms utilized for SunGard's Accident,

Citation, and Incident modules in MFR. In addition, it would include adjusting the forms utilized for SunGard's standard State/NCIC queries (Drivers, Vehicles, Wanted Persons, Boats, Articles, Guns, Criminal History, and Administrative Messages). All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 2 days on-site, plus 1 day class preparation/follow up.

Part Number: MCT-USR-TRN

Description: MCT USER TRAINING

Long Description: Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR.

Class duration = 4 hours.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Six (6) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training and assistance designed to prepare agency training staff for conducting MFR User Training.

Maximum number of participants = 6.

Part Number: MFR-PGL-CON

Description: MOBILE POST GO-LIVE CLOSE OUT

Long Description: On-site visit by a SunGard Consultant-Instructor conducted 60-90 days post go live to assist the customer in identifying and/or closing out training issues and functionality questions. Consists of on-site observation and interviews, followed by a meeting with key personnel for detailed review of agency questions and recommendations to increase efficiency and effectiveness of system use. Deliverable includes written report of issues and recommended solutions within the application. Includes 3 days on-site plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: MCT-MFR-CIT-CUST-T1+

Description: AGENCY SPECIFIC CITATION FORM (EACH FORM - Spanish & English Version)

Long Description: Development of custom Citation Module for MFR.

Development will require the creation of a mutually agreed upon Statement of Work.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: MCT-AVL-HOST-T1

Description: AVL SERVER HOST LICENSE

Long Description: This is the CAD Server License of SunGard's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CLIENT-T1

Description: MCT CLIENT - AVL

Long Description: SunGard's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard's AVL.

Part Number: MCT-AVL-CAD-T1

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSRMS

Description: OPSRMS

Long Description: OPSRMS is a browser-based application that provides remote view-only access to the Customer's SunGard-provided Records Management System. The application provides a secure method for a Customer to search Names, Vehicles, Accidents, Warrants, Pawn, Incidents, Gangs and Property information.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-P2C

Description: POLICE 2 CITIZEN

Long Description: Utilize the Internet to host a portal for citizens to retrieve, enter, and print reports. Our P2C (Police to Citizen) application is a browser-based solution that provides a convenient solution for citizens. Citizens can search accident reports, view the daily bulletin, view missing persons, view the agency's event calendar, enter basic incident reports, perform simple searches, download reports, and complete applications online.

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

Part Number: INT-OPS-INST

Description: OPSCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard's OpCenter application.

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Webinar for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = 2 day.

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Includes the installation of SunGard's Police to Citizen (P2C) application on the P2C server. The PC2 server must be provided and identified by the customer and have IIS5 or higher installed.

Part Number: MCT-FREEDOM-SERVER-PACK

Description: MCT-FREEDOM BASE SERVER PACK

Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

Part Number: MCT-FREEDOM-PREMIUM

Description: FREEDOM LICENSES (POLICE)

Long Description: Freedom delivers the power of SunGard Public Sector's OneSolution Public Safety Software to smartphones and tablets. Freedom is a mobile HTML5 application designed to be platform independent. Supported platforms include IOS, Android, and Windows.

Freedom Base extends core OSSI Mobile Dispatch functionality onto the mobile phone or tablets of authorized Agency employees. Accessible anywhere in the field with a 3G signal or better, Freedom Base provides key MCT functions including:

- " Viewing Details of Active and Held Calls,
 - " Receiving Digital Dispatches
 - " Creating Self-Initiated Events
 - " All MCT Status Changes (Enroute, Arrive, etc.)
 - " Allow for the Logging of Transports
 - " View and Add Remarks to Events
 - " Viewing of MCT Alerts (Hot Spots, Premise, RMS Warrants, etc.)
 - " MCT Messaging
 - " Location Checks
 - " RMS Name Lookup
 - " View Other Units' Status'
 - " Filter Groups Displayed
 - " Map Display
 - " BOLO Entry
 - " Advanced CAD Query Functions: View Active Advisories, Active BOLO's, Event History Search, Holding Events, My Last 12 Hours of CFS, CAD Phone Directory, Residential Security Checks, SOP's, Out of Service Units, Stolen Vehicle Hot Sheet, RMS Incident Search
 - " Firehouse Interface Capable
 - " NCIC Query Capable
 - " Additional Future Interface Capable
 - " AVL Capable
-

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF FREEDOM

Long Description: Three (3) days of service related to installation of the SunGard mobile applications and consisting of:

Two (2) days of technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

One (1) day of advisory consultation to assist with Customer questions and requests throughout the project.

Part Number: RMS-WEB-TRN

Description: RMS WEB-BASED TRAINING (FREEDOM)

Long Description: Services provided by SunGard's Product or Training Specialists. Services may include, but are not limited to, add-on module training, refresher training, system analysis, or consulting.

This provides the customer with up to 4 hours of training using MS Live Meeting. This fee includes the services of the training specialist, as well as costs of the web-access and telephone services.

Part Number: CAD-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - ASTRO 25 INTERFACE

Long Description: SunGard will provide an interface to the Motorola ASTRO 25 system using GPS enabled radios which displays on the CAD map. The interface will support displaying the last reported radio location on CAD map for associated radios, find the radio's last reported GPS location display on the CAD map for associated units and receive emergency notifications (distress button presses) from the GPS radio equipped units.

The Motorola Universal Processing Server (MUPS) must be installed and configured by the agency prior to installation of this interface.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: CAD-INST-ADD

Description: CAD SOFTWARE INSTALLATION - ADD ON- Installation

Long Description: SunGard Services for installation of the following CAD module(s):
Motorola MCC7500

Description: Contingency Fund - Will be billed as incurred

Long Description: To be used for additional services

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

GENERAL PROJECT CONDITIONS SUPPLEMENT

General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system. Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").
2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.
3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**
4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.
5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. LIMITATIONS OF LIABILITY.
 - (a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription;
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
 - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.

iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.

b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain

alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

SOFTWARE MAINTENANCE SUPPLEMENT

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Software Maintenance Supplement (the Maintenance Supplement), and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Maintenance Supplement. Accordingly, the parties agree as follows:

1. Additional Definitions.

"Initial Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period commencing on the Execution Date and ending twelve (12) months from the expiration of the Current Legacy Period.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the expiration of the Initial Contract Year (the "Second Contract Year") and ending one (1) year thereafter, or the anniversary thereof.

"Current Legacy Period" means that period expiring May 31, 2015 NaviLine according to the separate written agreement between Customer and SunGard Public Sector under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's NaviLine brand software system.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard

Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Maintenance Supplement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

a) Types of Services. During the term of this Maintenance Supplement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

3. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the Initial Contract Year. For each Contract Year subsequent to the Initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Maintenance Supplement, the Improvements, any services provided or payments made under this Maintenance Supplement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Supplement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Maintenance Supplement will remain in full force and effect throughout the Initial Contract Year After the Initial Contract Year through the period ending with the expiration of the fourth Contract Year, this Maintenance Supplement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the then-current Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance. For the Fifth or subsequent Contract Year(s), this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year. For the avoidance of doubt, any termination of this Agreement by SunGard Public Sector as provided for in this Section is effective only for the Third or subsequent Contract Year(s).

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the remainder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under

this Maintenance Supplement, (ii) any SunGard Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Maintenance Supplement if the other party breaches a material provision of this Maintenance Supplement. Either party has the right to terminate this Maintenance Supplement at any time while an event or condition giving rise to the right of termination exists. To terminate this Maintenance Supplement, the party seeking termination must give the other party notice that describes the event or condition of termination in

reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Maintenance Supplement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Maintenance Supplement will be without prejudice to the terminating party's other rights and remedies pursuant to this Maintenance Supplement.

7. LIMITATIONS OF LIABILITY.

A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

B) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS MAINTENANCE SUPPLEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS MAINTENANCE SUPPLEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

Appendix 1
TO THE SOFTWARE MAINTENANCE SUPPLEMENT

Customer: Garden City, KS

The Initial Contract Year begins on the Execution Date and ends twelve (12) months from the expiration of the Current Legacy Period.

“Contract Year” means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the expiration of the Initial Contract Year and ending one (1) year thereafter, or the anniversary thereof.

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement (“Legacy Agreement”) under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector’s NaviLine brand software system (“Legacy Software”). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the Current Legacy Period. Customer’s maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period.

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products until receipt of written notice of termination at least ninety (90) days prior to commencement of the subsequent term.

Appendix 2
TO THE SOFTWARE MAINTENANCE SUPPLEMENT

Maintenance Standards

- I. Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.

EXHIBIT 2

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable for hotel stays longer than four days while at the client site. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

Other Entities Minutes



Buffalo Dunes

**Golf Advisory Board
Oct. 11th , 2014**

7:00 pm – 8:15 pm

Members Present: Sandy Rodgers, Deanna Mann, Ray Navarro, Tom Richardson, Cole Wasinger
Absent: Toby Whitthun (addtnding other meeting), Scott Ackerman, Caleb Woods.

Cole Wasinger report: Golf Professional

Cole and Tyler will be presenting an off season incentive program: from October 15th , 2014 to March 15th 2015, two rounds of golf will be offered for \$30.00, plus cart. It is a two for one offer. This is for non members only.

No couples golf was scheduled.

Monthly financial report:

No report at this meeting. Cole stated that in November he would have an end of year report.

Toby Whitthun report: Greens superintendent

Absent due to previous meeting commitment

Advisory Board Members Terms:

Tom Richardson, Sandy Rodgers, and Caleb Woods go off in December.

Tom has requested not to remain for another 3 years.

Caleb has had six years, so will not be able to remain on at this time.

Sandy does have three more years option to remain on the advisory board.

Members present are asked to suggest future members, and were provided with the applications. (Applications were also sent via e-mail.)

Cole suggested Larry Johnson as a probable member.

Cole will visit with Scott Ackerman about his remaining time. (Not sure he qualifies to be on advisory board.)

New Business:

A discussion was held concerning participation of golfers at Buffalo Dunes course. More communication with public is encouraged. Perhaps some radio spots would be an excellent way to advertise upcoming events and to make public more aware of what is occurring at the golf course ie: leagues, tournaments, special events, etc.

Women's league is decreasing in numbers. Women's golf association board will meet with Cole at the golf course after January. Perhaps some new members to the board of that association would bring new ideas. Date to be set later.

Ray suggested that a communications board be set up at Pro Shop to place weekly updates and notices on.

Next meeting: November 10th @ 7:00 pm @ Samy's
Reported by Sandy Rodgers