

**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, August 18, 2015**  
**1:00 P.M.**

- 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 Garden City Regional Airport layout plan. 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. None at this writing.
- VII. **REPORT OF THE CITY MANAGER.**
  - A. Congratulations to Randall D. Grisell, City Attorney, on the occasion of being recently elected president of the City Attorneys Association of Kansas (CAAK). He has been a CAAK Board member for many years. City Attorney Grisell has been City Attorney since 1988.
  - B. The City's auction was held on Saturday, July 18, 2015. Net proceeds for the City of Garden City were \$17,092.80.
  - C. Staff has provided several items of information for Governing Body review including the following: from the Director of Aviation Powell the monthly activity report, from Cemetery Director Stevenson the monthly report, from Community Development Director Kentner the building and code enforcement reports, from Finance Director Hitz the monthly financials, from Interim Police Chief Prewitt the monthly activity report, from Public Utilities Director Muirhead the quarterly utilities report and from Public Works Director the projects and ridership reports and from Zoo Director Newland the monthly report.
  - D. Meetings of note:
    - ✓ August 15, 2015 Downtown Shop Small Saturday
    - ✓ August 15, 2015 – Banner Art Walk Preview downtown from 4:00 p.m. – 6:00 p.m.
    - ✓ August 18, 2015 – Clarion Park Estates Ribbon Cutting and Presentation at 9:30 a.m. (Warrior Street, located at the corner of Spruce Street and Jennie Barker Road)
    - ✓ August 19, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10<sup>th</sup> Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- ✓ September 11, 2015 – Patriot Day luncheon at Knights of Columbus Hall from 11:00 a.m. – 1:30 p.m.
- ✓ September 11-12, 2015 – Community Mexican Fiesta
- ✓ September 12, 2015 – A Wild Affair: Celebrating Funky Monkey Style at Fynnup Center for Conservation Education at 6:00 p.m.
- ✓ September 16, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ September 18-20, 2015 – Garden City Charity Classic ProAm at Buffalo Dunes Golf Course
- ✓ September 19, 2015 – Fallfest & Art in the Park 2015, Downtown District from 8:30 a.m. – 3:00 p.m.
- ✓ August 21 - 23, 2015 – Tumbleweed Festival at Lee Richardson Zoo
- ✓ October 1, 2015 – Cultural Diversity Breakfast & Multicultural Summit
- ✓ October 17, 2015 – Boo at the Zoo at 4:00 p.m.
- ✓ October 21, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

**VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.**

- A. Appropriation Ordinance No. 2394-2015A.

**IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.**

- A. Love’s Travel Stops & Country Stores, Inc., requests annexation of a portion of their property at Harvest Street and US-50/400. Approximately one-half of their property is currently within the city limits. In addition to the annexation, a Development Agreement is presented for your consideration and approval.

1. Ordinance No. \_\_\_\_\_ - 2015, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(7).
2. Development Agreement between the City of Garden City, Kansas and Love’s Travel Stops & Country Stores, Inc.

- B. 1:30 p.m. Public Hearing – Reserves at Prairie Ridge Phase III

1. Ordinance No. \_\_\_\_\_ - 2015, an ordinance of the City of Garden City, Kansas, establishing a Rural Housing Incentive District within the city and adopting a plan for the development of housing and public facilities in such district, and making certain findings in conjunction therewith (Reserves At Prairie Ridge Phase III).

**X. OLD BUSINESS.**

- A. Bond Counsel Mary Carson has prepared an ordinance related to the 2015 General Obligation Bond issue, specifically authorizing the 2015 KLINK project for Governing Body consideration and approval.

1. Ordinance No. \_\_\_\_\_ - 2015, an ordinance authorizing the City of Garden City, Kansas to construct certain main trafficway improvements in the city and authorizing issuance of general obligation bonds of the city to pay the costs thereof.

**XI. NEW BUSINESS.**

A. Governing Body consideration and approval of an agreement with Wilson & Company, Salina, for a Traffic Impact Study and Surveying for the Meadowlark Dairy Nutrition, LLC dairy processing plant.

B. **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 consideration and approval of the Amendment to Agreement for Custodial Services and the Garden City Regional Airport between Jorge Romero d/b/a Jet Air Cleaners and the City of Garden City, Kansas.
2. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Eleazar Carias.
3. Permission for Alejandro Ramirez to reserve Space 7, Lot 51, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
4. Permission for Raquel Salamanca to reserve Space &, Lot 23, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
5. Licenses:

**(2015 New)**

- a) W.H. Bass, Inc. .... Class A General
- b) DEEM, LLC..... Class D-M Mechanical

**(2015 Renewal)**

- c) Kisner Electric..... Class D-E Electrical
- d) Midtown Services..... Class D-M Mechanical
- e) Underground Specialists, Inc..... Class E-SOC Specialized Other

**XII. CITY COMMISSION REPORTS.**

A. Commissioner Cessna

B. Commissioner Dale

C. Mayor Doll

D. Commissioner Law

E. Commissioner Fankhauser

**XIII. ADJOURN.**

**THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

City of Garden City

August 4, 2015

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, August 4, 2015 with all members present. Commissioner Fankhauser opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

David Crase congratulated the Governing Body on the announcement of the new dairy development and stated it's been a process that's involved both current Commissioners and past Commissioners as well. Mr. Crase also requested that the Elephant Stakeholder committee make sure they check out the possibilities of Lee Richardson's current facilities.

Randy Partington, ESGR (Employer Support of the Guard and Reserve) Area Chair for Southwest Kansas, recognized the Garden City Police Department as a nominee for the 2015 Freedom Award.

The Safety Committee recognized Matt Bribiesca, Journeyman Lineman in the Electric Department, as the second quarter 2015 Safety Recognition winner.

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

Staff identified several items that should be addressed in the off-season at the Big Pool and should be completed in a manner in which will allow the facility to open on schedule for the 2016 season.

Commissioner Cessna moved to approve and authorize staff to proceed with the improvements needed at the Big Pool not to exceed \$150,000. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Fire Chief Shelton and Interim Police Chief Prewitt provided an update on fireworks-related calls.

Finance Director Hitz provided the monthly sales tax report for Governing Body review.

Meetings of note:

- ✓ August 1, 2015 – Downtown Summer Sidewalk Sale starting at 7:30 a.m.
- ✓ August 13, 2015 – Southwest Kansas Business Leadership conference at the Clarion Inn Ballroom from 8:00 a.m. – 4:00 p.m.
- ✓ August 15, 2015 Downtown Shop Small Saturday
- ✓ August 15, 2015 – Banner Art Walk Preview downtown from 4:00 p.m. – 6:00 p.m.
- ✓ August 19, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10<sup>th</sup> Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- ✓ September 12, 2015 – A Wild Affair: Celebrating Funky Monkey Style at Fynnup Center for Conservation Education at 6:00 p.m.
- ✓ September 16, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ September 19, 2015 – Fallfest 2015, Downtown District from 8:30 a.m. – 3:00 p.m.
- ✓ October 1, 2015 – Cultural Diversity Breakfast & Multicultural Summit
- ✓ October 17, 2015 – Boo at the Zoo at 4:00 p.m.
- ✓ October 21, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

Appropriation Ordinance No. 2393-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$4,433,694.90,” was read and considered section by section. Commissioner Fankhauser moved to approve and pass Appropriation Ordinance No. 2393-2015A. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At the April 2, 2013 election, a majority of the electors of the City of Garden City, Kansas approved the continuation of the 0.50% retailers’ sales tax in the City previously authorized in 2005 and schedule to sunset in 2015, with revenues from the tax to be used to stabilize the City’s ad valorem property tax levy and finance construction and maintenance of transportation improvements. The attached ordinance is required by the Kansas Department of Revenue regarding the sales tax that was approved.

Ordinance No. 2703 - 2015, “AN ORDINANCE LEVYING A CITY RETAILERS’ SALES TAX IN THE AMOUNT OF 0.50% WITHIN THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2703-2015. 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	Yea	Yea

Commissioner Cessna moved to approve the use of temporary financing for the Central Fire Station addition to allow for construction to begin this fall. 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	Yea	Yea

With the completion of the mid-year review of the 2015 budget and the adoption of the 2016 budget, the Governing Body was asked to consider and approve the 2015 General Obligation Bond issue, and adopt a resolution setting the bond sale for September 1, 2015 at 11:00 a.m.

Resolution No. 2641 - 2015, "A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING PUBLIC SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2015, IN AN ESTIMATED PRINCIPAL AMOUNT OF \$9,940,000.00; SETTING FORTH THE DETAILS OF THE PUBLIC SALE; AND PROVIDING FOR GIVEN NOTICE THEREOF," was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2641-2015. 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	Yea	Yea

Commissioner Cessna moved to approve a Development Agreement with Meadowlark Dairy Nutrition, LLC. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve a Lease with Option to Purchase with Meadowlark Dairy Nutrition, LLC. 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	Yea	Yea

Commissioner Fankhauser moved to approve the following:

1. Governing Body consideration and approval of the Lease Agreement between First Bank and the City of Garden City for the annual lease of a

Bobcat loader with bucket and pallet forks for the Garden City Regional Airport.

2. Governing Body consideration and acceptance of bids received July 28, 2015 for the following projects:

a) Mary Street Lift Station Rehabilitation

<b>MARY STREET LIFT STATION REHABILITATION</b>		
<b>BIDDER</b>	<b>BID AMOUNT</b>	
Engineer's Estimate	\$ 130,000.00	
Dreiling Construction LLC	\$ 92,574.00	<b>LOW</b>
Smoky Hill LLC	\$ 153,000.00	

b) Garden City Regional Airport Wastewater Lagoon Rip-rap.

<b>Garden City Regional Airport Wastewater Lagoon Rip-Rap</b>				
<b>BIDDER</b>	<b>BASE BID</b>	<b>ALTERNATE No. 1</b>	<b>GRAND TOTAL</b>	
Engineer's Estimate	\$ 76,000.00	\$ 17,400.00	\$ 93,400.00	
Smoky Hill, LLC, Salina KS	\$ 63,802.00	\$ 13,398.00	\$ 77,200.00	<b>LOW</b>

3. Governing Body consideration and approval of a development agreement estoppel certificate between the City of Garden City, Kansas and Schulman Crossing Partners, LLC.
4. Governing Body consideration and approval of the semi-annual report for the CDBG Revolving Loan Fund on behalf of Great Plains Development, Inc.
5. Permission for Angela Chairez to reserve Space 5, Lot 62, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
6. Licenses:

**(2015 New)**

- a) Ron's Sign Company.....Class D-1 Sign Installation

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 30 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 2:24 p.m. with City Attorney Grisell, Public Utilities Director Muirhead and Community Development Director Kentner present. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

At the expiration of the designated time, and in open session, Mayor Doll stated no action was taken.

Commissioner Cessna moved that the City Commission go into executive session pursuant to K.S.A. 75-4319 (b)(6) for 10 minutes for the purpose of preliminary discussion relating to the acquisition of real property and that the City Commission reconvene into open session in the City Commission Chambers at 2:26 p.m. with City Attorney Grisell, Public Utilities Director Muirhead, Community Development Director Kentner and City Engineer Cottrell present. 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	Yea	Yea

At the expiration of the designated time, and in open session, Mayor Doll stated no action was taken.

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

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Janet A. Doll, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

### **City Commission Reports**

Commissioner Fankhauser congratulated Matthew Bribiesca on his safety award and mentioned it is great to see someone step up and do something without having to be told. Commissioner Fankhauser commented that the Pro-Am golf tournament starts this week and there are some great players to go and watch.

Commissioner Cessna congratulated Matthew Bribiesca and the Garden City Police Department for their recognitions. Commissioner Cessna stated he has heard only good things about the three-lane traffic configuration on Main Street and the street sealing around the City. Commissioner Cessna stated the first day of school (a half day) will be August 13 and the first full day of school will be August 14.

Commissioner Dale thanked Matthew Bribiesca for going above and beyond, actions that earned him the safety award. Commissioner Dale thanked the Police Department for all their work they do every day and congratulated them on the Patriot Award nomination. Commissioner Dale asked Commissioners and staff to set a date for a meeting to discuss the Governing Body terms and how they will be affective by new state legislation.

Mayor Doll said she appreciates the work done by the Police and Fire Departments over the Fourth of July holiday and stated she made the suggestion of not allowing fireworks on July 5 next year. Mayor Doll congratulated the Police Department and Matthew Bribiesca for their recognition. Mayor Doll stated she attended the Garden City High School Buffalo Broadcasting ribbon cutting for the new all 80's radio station, KBFZ-LP at 101.7 FM.

Commissioner Law thanked the Police Department, Electric Department and Matthew Bribiesca for their recent recognitions and awards and stated employees make life better in Garden City. Commissioner Law stated that he felt fireworks discharge went better this year; however, he feels it still went a little long. Commissioner Law thanked the Police and Fire Departments for the time and effort they put in this year to communicate with the public during the Independence Day holiday.

# Petitions

# Report of the City Manager

# MEMORANDUM

**TO:** Matthew C. Allen, City Manager  
**FROM:** Emily Burns, Budget Analyst  
**DATE:** July 31, 2015  
**SUBJECT:** July 18, 2015 City of Garden City Auction



The annual City of Garden City Auction was held on Saturday, July 18, 2015. Below is a breakdown of the auction income by department:

Garden City Administration	\$72.00
Garden City Cemetery	\$572.40
Garden City Computer Support	\$107.55
Garden City Fire Department	\$3,150.00
Garden City Municipal Court	\$76.05
Garden City Parks Department	\$12.60
Garden City Police Department	\$9,866.70
Garden City Regional Airport	\$2,798.10
Garden City Solid Waste	\$75.60
Lee Richardson Zoo	\$361.80

The total net sale for the City of Garden City is \$17,092.80. The Auction Buyer Summary and Consignor Settlement printouts are attached for your review. Documentation provides descriptions of all equipment sold.

In the event additional information is needed, please contact me at (620) 276-1359 or email me at [emily.burns@gardencityks.us](mailto:emily.burns@gardencityks.us).

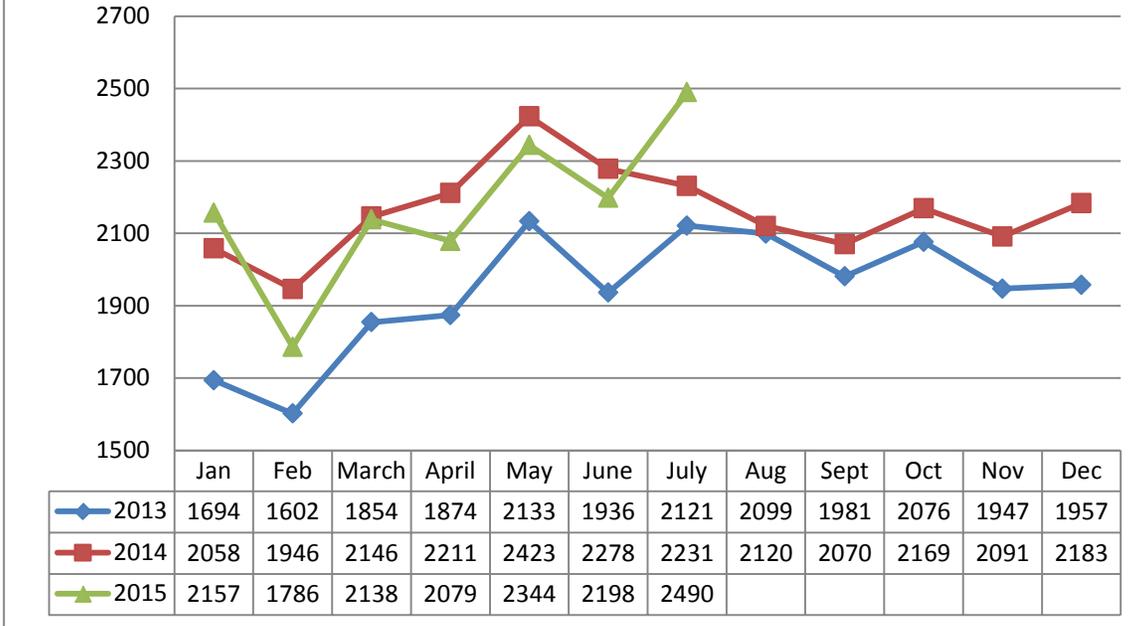
A handwritten signature in black ink, appearing to read "Emily Burns".

Emily Burns  
Budget Analyst

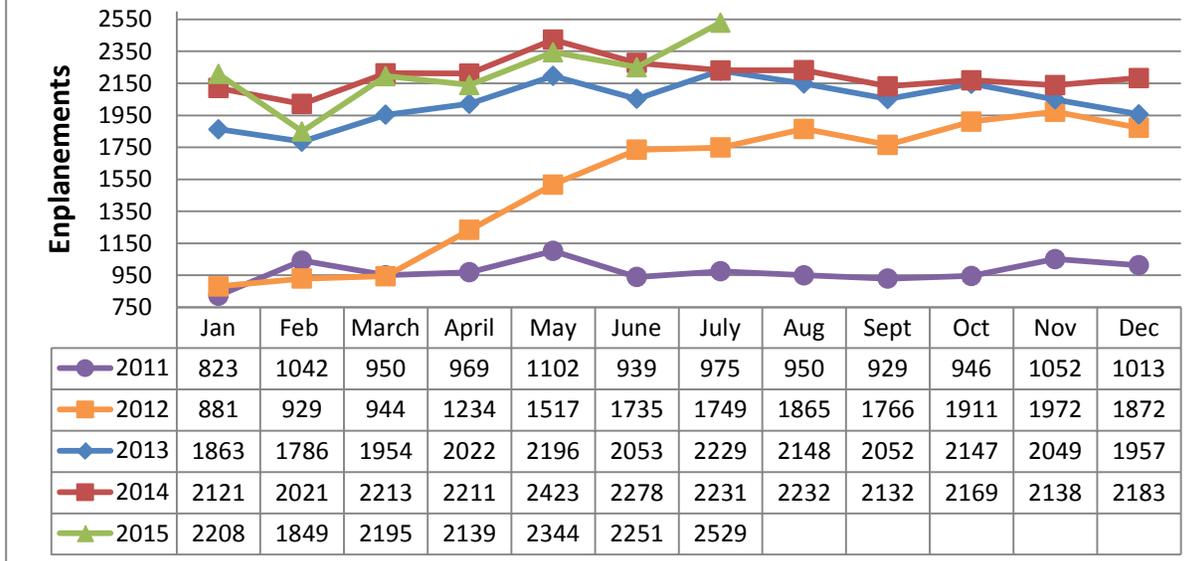
# Staff Reports

**GARDEN CITY REGIONAL AIRPORT  
MONTHLY REPORTS**

**Airline Enplanement Comparison**

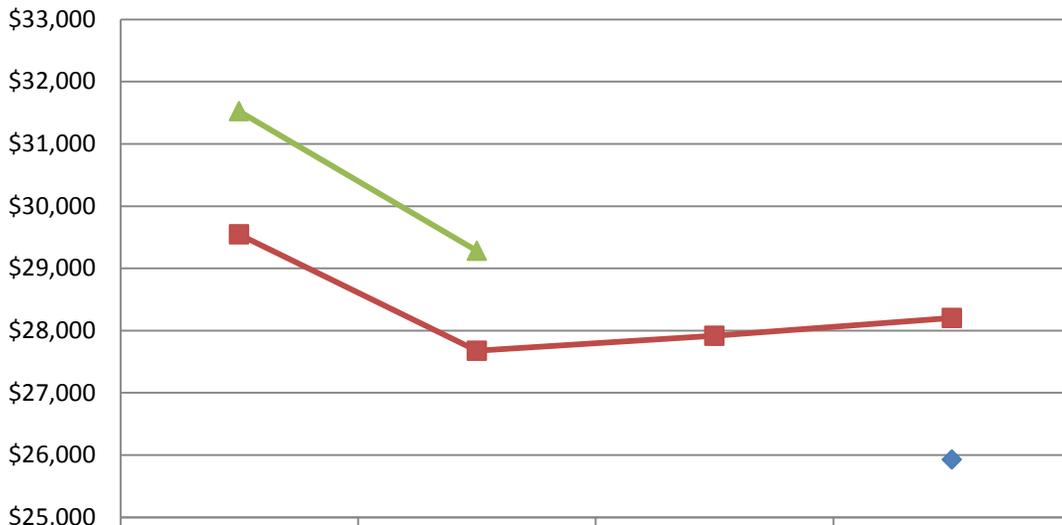


**Airline and Charter Enplanement Data**



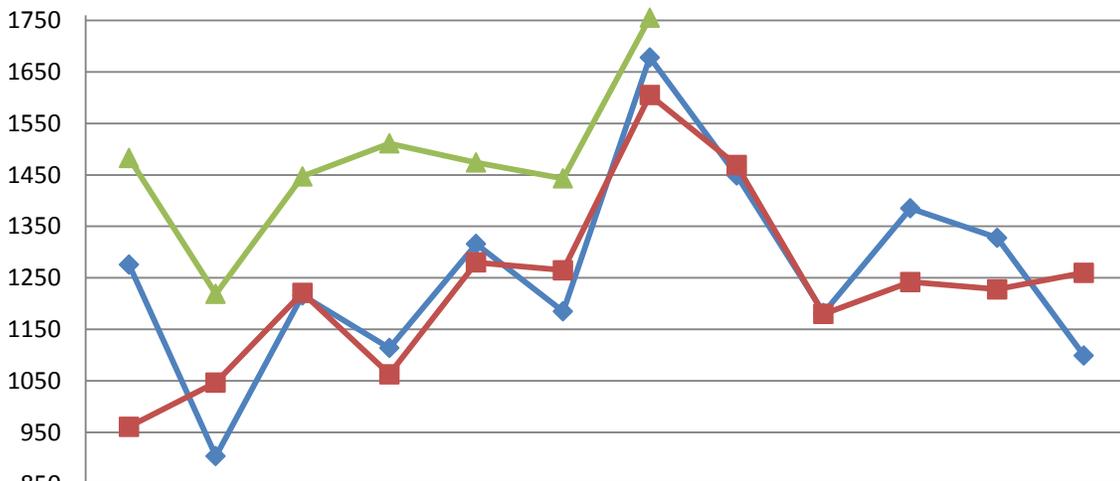
	2011	2012	2013	2014	2015
<b>TOTAL</b>	<b>11,690</b>	<b>18,375</b>	<b>24,456</b>	<b>26,352</b>	<b>15,515</b>

## Quarterly PFC Report



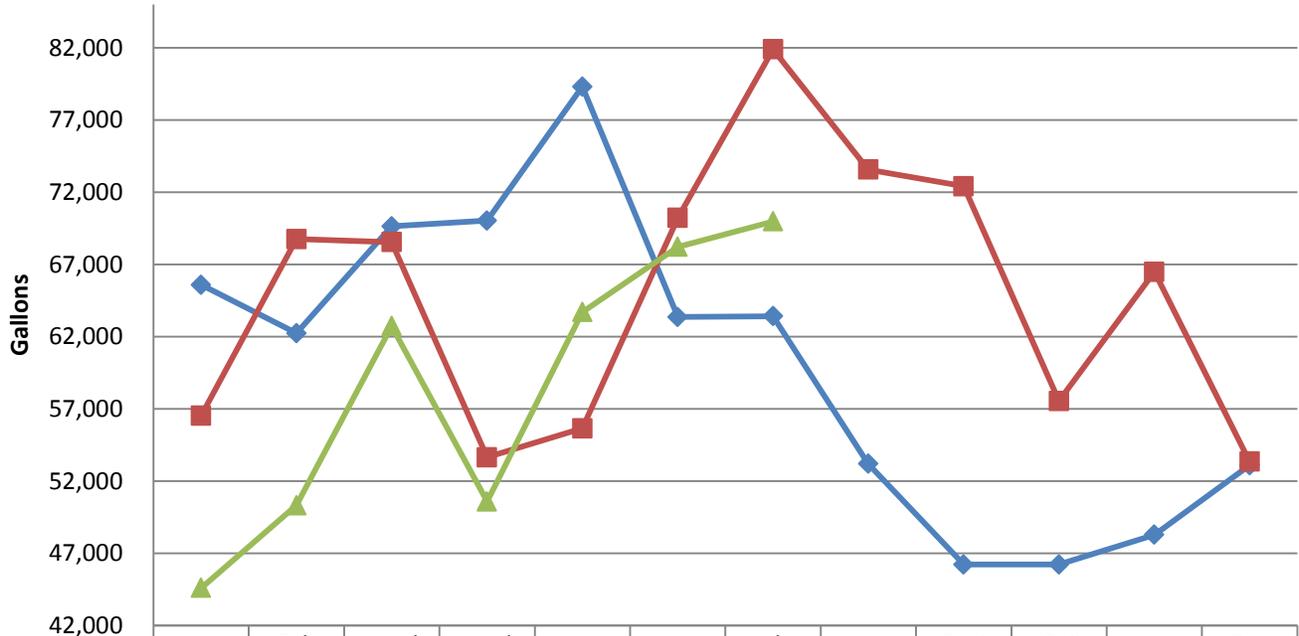
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2013				\$25,928.09
2014	\$29,545.10	\$27,675.39	\$27,916.81	\$28,203.09
2015	\$31,523.17	\$29,279.84		

## Monthly Operations Comparison



	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
2013	1276	904	1216	1114	1316	1185	1678	1449	1182	1385	1328	1099
2014	961	1047	1221	1063	1280	1265	1605	1469	1180	1242	1228	1260
2015	1483	1219	1447	1511	1474	1443	1755					

## Fuel Sale Comparison



	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2013	65,588	62,233	69,633	70,033	79,310	63,357	63,412	53,200	46,228	46,228	48,283	53,098
2014	56,530	68,751	68,546	53,644	55,653	70,217	81,890	73,572	72,412	57,550	66,486	53,354
2015	44,612	50,324	62,730	50,590	63,698	68,212	69,973					

# City Manager / Cemetery Report

## JULY 2015

Cemetery	# of Burials	# of Spaces Sold	# of Spaces Reserved	Revenue Generated			
				Spaces Sold	Spaces Resvd	Opening/Closing of Graves	Other Fees VVC/SMG
VVC	8	5	1	\$ 1,350.00	\$ 450.00	\$ 2,775.00	
SMG	1	2	0	\$ 900.00	\$ 50.00	\$ 175.00	\$ 500.00

<b>Total Revenue</b>	<b>\$ 6,200.00</b>
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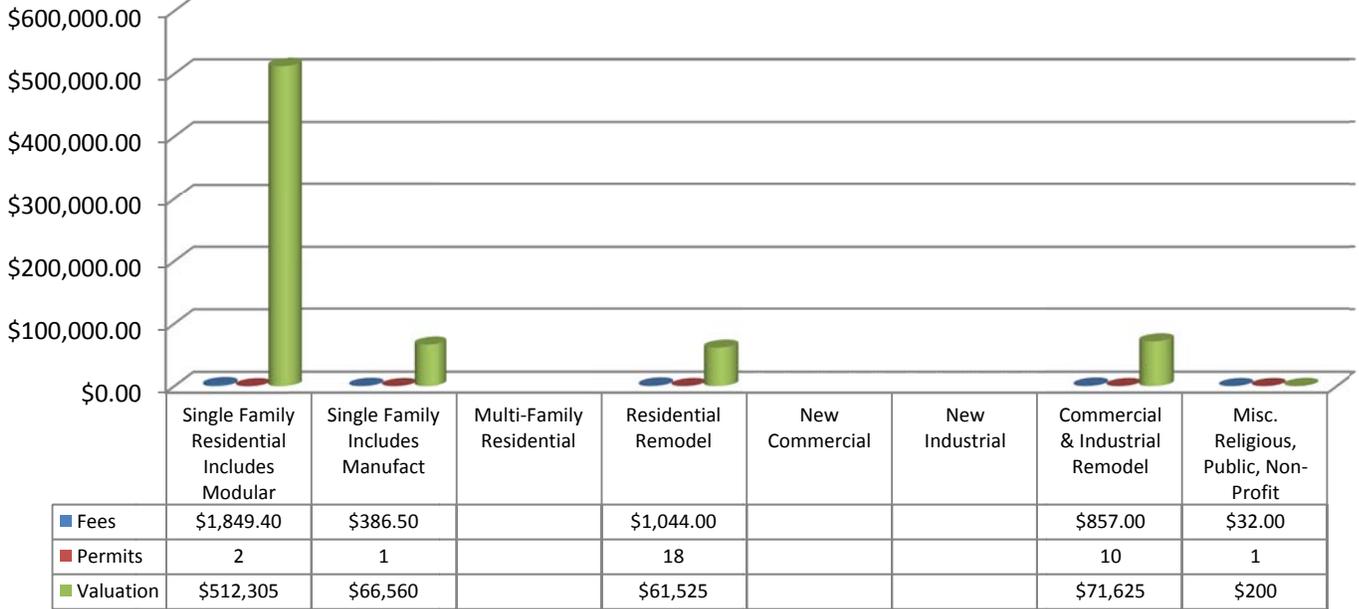
**Spaces Sold:** Revenue collected from spaces purchased at time of need or pre-need

**Spaces Reserved:** Payments collected from reserved spaces

**OTHER FEES:** Monument Layouts  
 Weekend/Holiday Service Fees  
 Tree Removal  
 Chair Rental  
 Administrative Fees

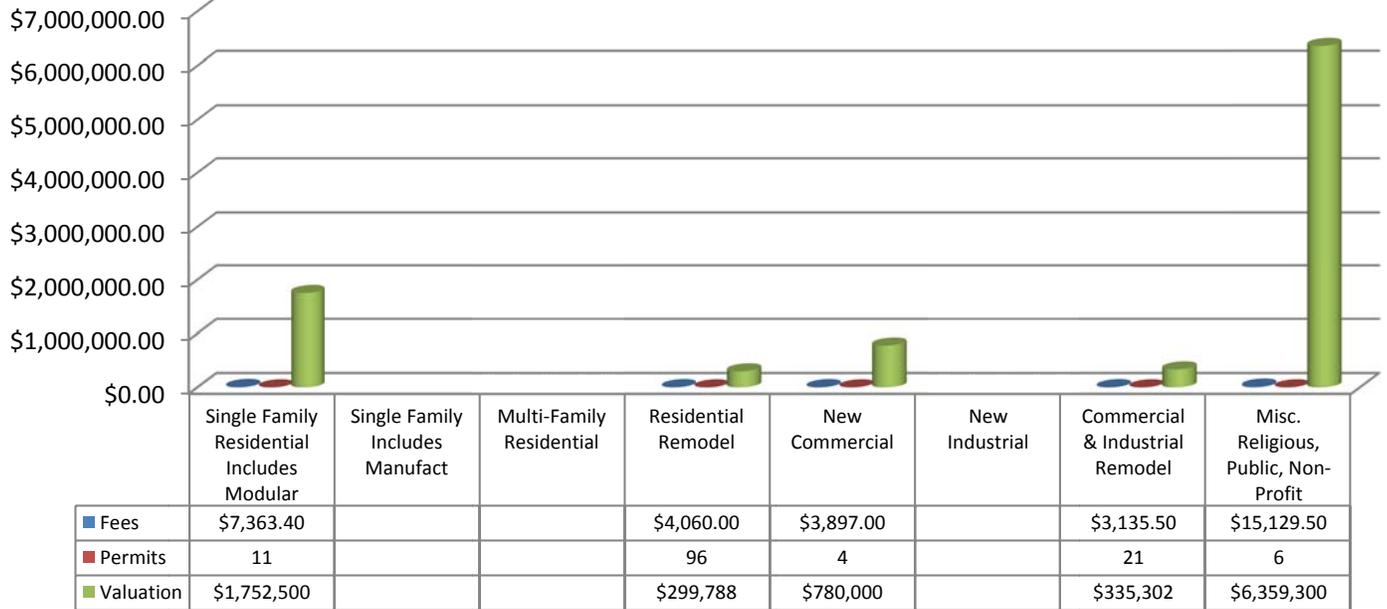
# Planning & Community Development Building Report JULY 2015





Council District	Permit Type	Address	Amount	Value	Purpose	structure	Project Description
Finney County	BUILDING PERMIT	1600 East HWY 50 BYPASS	130	20000	Building	Commercial/Industrial Remodel	ADD DIESEL FUEL ISLANDS
Finney County	BUILDING PERMIT	2218 West MARY	220	29600	Building	Commercial/Industrial Remodel	INSTALLATION OF MAZZANINE IN EXISTING BUILDING
Finney County	DEMO PERMIT	520 AIRLINKS	30	0	Demo	Commercial/Industrial Remodel	CRUSHING CONCRETE FROM ST. DOMINIC'S CHURCH PARKING LOT
Finney County	ELECTRICAL	1600 East HWY 50 BYPASS	32	2500	Electrical	Commercial/Industrial Remodel	ADD DIESEL FUEL ISLANDS
Finney County	ELECTRICAL	320 North VFW	45	1000	Electrical	Commercial/Industrial Remodel	UPGRADE 100 AMP SERVICE TO 200 AMP
Finney County	ELECTRICAL	2413 West JONES	45	1500	Electrical	Commercial/Industrial Remodel	INSTALL 200 AMP SERVICE-SEPERATING EXISTING INTO 2 SERVICES
Finney County	MECHANICAL	11130 East SEVEN MILE	75	3382	Mechanical	Commercial/Industrial Remodel	C/O AIR CONDITIONER-411962
Finney County	MECHANICAL	2410 JONES	130	8400	Mechanical	Commercial/Industrial Remodel	CHANGE OUT 112K 92% FURNACE AND 5 TON A/C
Finney County	MECHANICAL	3490 West JONES	75	5243	Mechanical	Commercial/Industrial Remodel	R/R FURNACE & A/C - 412867
Finney County	SIGN PERMIT	710 North VFW	75	0	Ground Sign	Commercial/Industrial Remodel	5x10 GROUND SIGN
Finney County	PLUMBING	2202 West JONES	32	200	Plumbing	Misc	ROUTE NEW 2" DRAIN LINE FOR SINK
Finney County	BUILDING PERMIT	101 SUFFOLK	239	26000	Building	Residential Remodel	GARAGE ADDITION
Finney County	BUILDING PERMIT	535 DONNA	42	500	Building	Residential Remodel	OVERLAY SIDING ON GABLE
Finney County	BUILDING PERMIT	4040 NANCY	68	1500	Building	Residential Remodel	13X24 CARPORT
Finney County	BUILDING PERMIT	1920 North Anderson Road	42	1200	Building	Residential Remodel	10x12 WOOD DECK & SIDEWALK AROUND HOUSE
Finney County	BUILDING PERMIT	204 GRANDVIEW	42	2800	Building	Residential Remodel	10X12 STORAGE SHED
Finney County	BUILDING PERMIT	6016 SKYLINE	42	800	Building	Residential Remodel	INSTALL 12- 2'X14' SHEDS

Finney County	GAS	2224 West KANSAS-#17	29	200	Gas Permit	Residential Remodel	PRESSURE TEST & CONNECT NEW GAS LINE
Finney County	GAS	510 BURNSIDE DR 22	29	400	Gas Permit	Residential Remodel	INSTALL 16X80 1997 SHULTZ MOBILE HOME
Finney County	MECHANICAL	650 COWGILL	118	10103	Mechanical	Residential Remodel	C/O FURNACE & A/C
Finney County	MECHANICAL	2970 North ANDERSON	56	4100	Mechanical	Residential Remodel	C/O 3.5 TON A/C
Finney County	MECHANICAL	710 North VFW	29	2422	Mechanical	Residential Remodel	C/O AIR CONDITIONER-412313
Finney County	PLUMBING	108 CAMBRIDGE	42	800	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NG WATER HEATER
Finney County	PLUMBING	2109 GRANDVIEW EAST	29	900	Plumbing	Residential Remodel	INSTALL 40 GALLON WATER HEATER
Finney County	PLUMBING	1602 GRANDVIEW EAST	29	950	Plumbing	Residential Remodel	INSTALL NEW 50 GALLON NG WATER HEATER
Finney County	PLUMBING	3815 North BLUESTEM	82	4000	Plumbing	Residential Remodel	INSTALL 5 BURY HYDRANTS FOR IRRIGATION PURPOSES
Finney County	PLUMBING	7355 West RIVER	42	3000	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Finney County	PLUMBING	815 SAGE HILL	42	950	Plumbing	Residential Remodel	INSTALL 50 GALLON NG WATER HEATER
Finney County	PLUMBING	2205 ANDOVER	42	900	Plumbing	Residential Remodel	INSTALL 50 GALLON WATER HEATER
Finney County	BUILDING PERMIT	2224 West KANSAS #33	386.5	66560	Building	SF Manufactured (HUD Standards)	INSTALL 16X80 1986 SOLITARE HOMES MOBILE HOME
Finney County	BUILDING PERMIT	8990 North CAMPUS Drive	720.2	250000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE
Finney County	BUILDING PERMIT	5900 KOEHN	1129.2	262305	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT



Council District	Permit Type	Address	Amount	Value	Purpose	structure	Project Description
Garden City	BUILDING PERMIT	601 KANSAS	124	5500	Building	Commercial/Industrial Remodel	REMOVE AND REPLACE ROOF - SINGLE PLY TPO (14 SQUARES)
Garden City	BUILDING PERMIT	114 STEVENS	32	800	Building	Commercial/Industrial Remodel	4FT WOOD FENCE
Garden City	BUILDING PERMIT	116 East LAUREL	1474.5	300000	Building	Commercial/Industrial Remodel	HUTTON CONSTRUCTION OFFICE REMODEL
Garden City	DEMO PERMIT	1706 East HARDING	30	0	Demo	Commercial/Industrial Remodel	DEMOLITION OF INTERIOR
Garden City	EXCAVATION	1810 BUFFALO JONES	30	0	Excavation	Commercial/Industrial Remodel	PLACE FIBER CABLES FOR AT&T
Garden City	EXCAVATION	2614 North TENTH	30	0	Excavation	Commercial/Industrial Remodel	INSTALL WATER AND SEWER LINE FOR STORAGE BUILDING
Garden City	EXCAVATION	406 KANSAS	30	0	Excavation	Commercial/Industrial Remodel	REPLACE SEWER LINE IN ALLEY
Garden City	MECHANICAL	2501 CAMPUS	130	8317	Mechanical	Commercial/Industrial Remodel	R/R ROOF TOP UNIT- 412839
Garden City	MECHANICAL	615 JC Street	62	3985	Mechanical	Commercial/Industrial Remodel	REPLACE CONDENSER FOR WALK IN COOLER- 412339
Garden City	PLUMBING	401 East SPRUCE	130	8000	Plumbing	Commercial/Industrial Remodel	REPLACE 100 GALLON WATER HEATER - OUTPATIENT SERVICES BUILDING
Garden City	PLUMBING	311 East SPRUCE	32	3000	Plumbing	Commercial/Industrial Remodel	INSTALL 80 GALLON WATER HEATER
Garden City	PLUMBING	406 KANSAS	32	2000	Plumbing	Commercial/Industrial Remodel	REPLACE SEWER LINE IN ALLEY
Garden City	PLUMBING	125 West PINE	32	1200	Plumbing	Commercial/Industrial Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	PLUMBING	2614 North TENTH	32	2500	Plumbing	Commercial/Industrial Remodel	INSTALL WATER AND SEWER LINE FOR STORAGE BUILDING

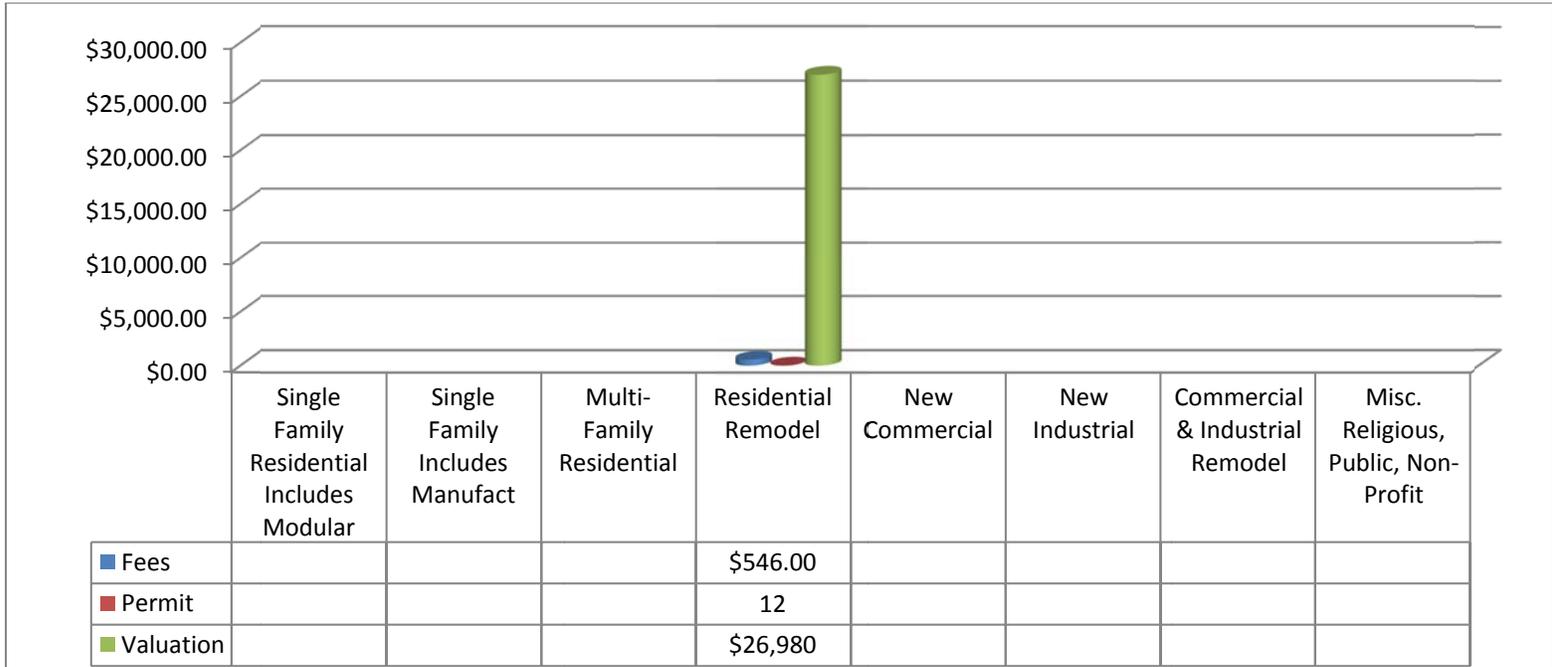
Garden City	SIGN PERMIT	115 East LAUREL	150	0	Wall Sign	Commercial/Industrial Remodel	1-3'X9'.6" DIMENSIONAL METAL WALL SIGN WITH DOWNLIGHTING & 1-3'.4" X3'.4" DIMENSIONAL METAL LOGO SIGNS
Garden City	SIGN PERMIT	2009 East SPRUCE	75	0	Ground Sign	Commercial/Industrial Remodel	INSTALL 4X6 ALUMILITE GROUND SIGN-Sign must be 3 feet or more from driveway. must be 20 feet high or lower.
Garden City	SIGN PERMIT	1660 LAREU-STE A Road	150	0	Wall Sign	Commercial/Industrial Remodel	1-2.5X11 LETTER WALL SIGN & 1-3X13 LETTER WALL SIGN-CRICKET WIRELESS
Garden City	SIGN PERMIT	2424 North TAYLOR Avenue	375	0	Wall Sign	Commercial/Industrial Remodel	5 WALL SIGNS-WAL-MART NEIGHBORHOOD MARKET
Garden City	SIGN PERMIT	1008 West MARY	0	0	Pole Sign	Commercial/Industrial Remodel	REFACE 24X72 ON POLE SIGN
Garden City	SIGN PERMIT	2505 CRESTWAY	0	0	Pole Sign	Commercial/Industrial Remodel	REFACE 5X8 POLE SIGN-HAMPTON INN
Garden City	SIGN PERMIT	1530 LAREU STE B Road	185	0	Wall Sign	Commercial/Industrial Remodel	1-18X21, 1-24X28 CHANNEL LETTER SIGN & 4X8 TEMP SIGN-BUFFALO WILD WINGS
Garden City	BUILDING PERMIT	607 West SANTA FE	14747.5	6200000	Building	Misc	NEW COMMERCIAL BUILDING-FINNEY COUNTY CORRECTIONS SERVICE CENTER
Garden City	BUILDING PERMIT	1503 CAMPUS	0	119000	Building	Misc	REWORK LIFT STATION
Garden City	ELECTRICAL	1509 ST JOHN	32	250	Electrical	Misc	REPLACE SERVICE FEEDER FOR COX COMMUNICATION
Garden City	MECHANICAL	907 North TENTH	130	8050	Mechanical	Misc	REPLACE FAN COIL AND CONDENSER - FLAG #412125
Garden City	PLUMBING	615 JC Street	220	32000	Plumbing	Misc	LAWN SPRINKLER SYSTEM
Garden City	SIGN PERMIT	312 FINNUP	0	0	Temporary Sign	Misc	TUMBLEWEED FESTIVAL - (2) 4'x6' VINYL BANNERS AND (2) 4'x5' VINYL BANNERS
Garden City	BUILDING PERMIT	1660 LAREU STE D	260	7000	Building	New Commercial	PLUMBING & FRAMING SHEETROCK-TENANT FINISH NAILSTYLE
Garden City	BUILDING PERMIT	1706 East HARDING	417.5	65000	Building	New Commercial	INTERIOR REMODEL-TENANT FINISH
Garden City	BUILDING PERMIT	1530 LAREU-STE E Road	2999.5	663000	Building	New Commercial	TENANT FINISH- BUFFALO WILD WINGS
Garden City	BUILDING PERMIT	1530 LAREU-STE A Road	220	45000	Building	New Commercial	TENANT FINISH-UNITED WIRELESS
Garden City	BUILDING PERMIT	3601 WESTPORT	58	2000	Building	Residential Remodel	INSTALL 20X20 CARPORT
Garden City	BUILDING PERMIT	2514 A	29	2000	Building	Residential Remodel	10X30 PATIO COVER
Garden City	BUILDING PERMIT	127 West HAZEL	29	500	Building	Residential Remodel	REPLACE 8X6 FRONT PORCH
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #191	29	2900	Building	Residential Remodel	INSTALL CHAIN LINK FENCE
Garden City	BUILDING PERMIT	308 TWELFTH	29	2000	Building	Residential Remodel	13' X 22' SHED
Garden City	BUILDING PERMIT	905 North TAYLOR	29	1280	Building	Residential Remodel	NEW ROCK & STUCCO FACADE ON HOUSE
Garden City	BUILDING PERMIT	202 HAMLINE	56	4700	Building	Residential Remodel	REMOVE AND REPLACE ROOF (COMP - 17 SQUARES)
Garden City	BUILDING PERMIT	702 BALLINGER	29	400	Building	Residential Remodel	REPLACE ELECTRICAL PANEL
Garden City	BUILDING PERMIT	2509 C	29	2300	Building	Residential Remodel	REPLACE WINDOW
Garden City	BUILDING PERMIT	1620 SPRUCE	105	15000	Building	Residential Remodel	REPLACE WINDOWS AND ENTRY DOOR
Garden City	BUILDING PERMIT	1801 CRESTWAY	105	13500	Building	Residential Remodel	3' AND 6' CEDAR FENCE

Garden City	BUILDING PERMIT	1505 North EIGHTH	58	2000	Building	Residential Remodel	REPLACE SIDING
Garden City	BUILDING PERMIT	1001 East HAZEL	56	4000	Building	Residential Remodel	R/R 16SQ. COMP SHINGLES
Garden City	BUILDING PERMIT	502 North FIFTH Street	29	1500	Building	Residential Remodel	6FT VINYL FENCE-Corner fence line on Pine and 5th Street must be set back 25 fee from 5th Street line.
Garden City	BUILDING PERMIT	2314 C	29	2500	Building	Residential Remodel	ENCLOSE GARAGE FOR LIVING SPACE
Garden City	BUILDING PERMIT	324 COLONY	29	1300	Building	Residential Remodel	16X18 PATIO COVER
Garden City	BUILDING PERMIT	2509 C	56	5000	Building	Residential Remodel	LAYOVER 22SQ. COMP SHINGLES OVER 1 LAYER OF 3-TAB SHINGLES
Garden City	BUILDING PERMIT	1608 SHORTHORN	105	6500	Building	Residential Remodel	BUILD 14X28 PERGOLA & FENCE AROUND POOL FILTER- Cement pad beneath pergola cannot exceed current area.
Garden City	BUILDING PERMIT	1303 West FULTON	56	6000	Building	Residential Remodel	STUCCO HOUSE
Garden City	BUILDING PERMIT	407 DAVIS	29	1300	Building	Residential Remodel	6FT & 3FT WOOD FENCE
Garden City	BUILDING PERMIT	2914 ST JAMES	29	2500	Building	Residential Remodel	INSTALL 12X14 SHED W/ 17X18 SLAB & REAR YARD SIDEWALK. SHED TO BE INSTALLED BY HOMEOWNER.
Garden City	BUILDING PERMIT	1707 NEIL	29	2800	Building	Residential Remodel	4X20 & 10X20 PATIO SLAB & 12X16 STORAGE SHED- RENEWAL OF B14-000403
Garden City	BUILDING PERMIT	906 PEARL	29	0	Building	Residential Remodel	REPLACE 10 x 8 SECTION OF DRIVEWAY
Garden City	BUILDING PERMIT	204 WESLEY	29	450	Building	Residential Remodel	R/R 5SQ. COMP SHINGLES & DECKING
Garden City	BUILDING PERMIT	301 TYLER	170	23040	Building	Residential Remodel	24X24 DETACHED GARAGE- Must meet setback requirements, 20' rear, 10' side, 10' between garage & house.
Garden City	BUILDING PERMIT	1505 MELANIE	29	2500	Building	Residential Remodel	R/R 25SQ. COMP SHINGLES
Garden City	BUILDING PERMIT	1218 PINECREST	29	310	Building	Residential Remodel	INSTALL DECK STAIRS
Garden City	BUILDING PERMIT	410 EVANS	29	1200	Building	Residential Remodel	8 FT WOOD FENCE
Garden City	BUILDING PERMIT	107 East MARY	56	5000	Building	Residential Remodel	R/R 20 SQ. COMP SHINGLES
Garden City	BUILDING PERMIT	2409 ESTES	29	1600	Building	Residential Remodel	PARTIAL 6FT CEDAR
Garden City	BUILDING PERMIT	513 North TWELFTH	29	150	Building	Residential Remodel	7x5 WOOD DECK W/ 4X4 STAIRS
Garden City	BUILDING PERMIT	808 SUMMIT	29	1000	Building	Residential Remodel	NEW SIDING
Garden City	BUILDING PERMIT	901 West MAPLE	130	20000	Building	Residential Remodel	INTERIOR FINISH
Garden City	BUILDING PERMIT	1602 CONKLING	29	1000	Building	Residential Remodel	3X20 WHEEL CHAIR RAMP
Garden City	BUILDING PERMIT	306 TWELFTH	29	400	Building	Residential Remodel	INSTALL 36" x 80" EXTERIOR DOOR
Garden City	BUILDING PERMIT	2917 KRIS	105	8000	Building	Residential Remodel	12x30 PATIO COVER-Must maintain a 20 foot rear yard set back
Garden City	BUILDING PERMIT	2510 LEE	29	700	Building	Residential Remodel	8x10 SHED
Garden City	BUILDING PERMIT	1517 PIONEER	29	2000	Building	Residential Remodel	INSTALL 43X18 CONCRETE SLAB
Garden City	BUILDING PERMIT	1011 EVANS	29	500	Building	Residential Remodel	4' CHAIN LINK FENCE
Garden City	BUILDING PERMIT	601 SARAH	56	5000	Building	Residential Remodel	REPLACE SIDING

Garden City	BUILDING PERMIT	105 East PRICE	29	2942	Building	Residential Remodel	R/R 75Q FLAT ROOF/ROLLED ROOFING
Garden City	BUILDING PERMIT	502 CENTER	29	3270	Building	Residential Remodel	15X20 PATIO SLAB
Garden City	BUILDING PERMIT	514 MEEKER	29	700	Building	Residential Remodel	(2) 10 x 8 STORAGE SHEDS - Shed on North side of property MUST be 10' from the house.
Garden City	CURB CUT	2201 North MAIN	30	0	Curb Cut	Residential Remodel	EXTEND DRIVEWAY-12'X30'
Garden City	CURB CUT	2006 JUNIPER	30	0	Curb Cut	Residential Remodel	R/R DRIVEWAY & APPROACH
Garden City	DEMO PERMIT	714 BANCROFT	30	0	Demo	Residential Remodel	DEMOLISH HOUSE
Garden City	ELECTRICAL	709 THIRD-GUEST HOUSE	29	200	Electrical	Residential Remodel	UPGRADE SERVICE TO 100 AMP
Garden City	ELECTRICAL	2103 B	29	2900	Electrical	Residential Remodel	REPLACE ELECTRICAL SERVICE & REWIRE HOUSE, 100 AMP
Garden City	ELECTRICAL	702 BALLINGER	29	400	Electrical	Residential Remodel	REPLACE ELECTRICAL PANEL & REWORK 100 AMP SERVICE
Garden City	ELECTRICAL	408 MAGNOLIA	29	1200	Electrical	Residential Remodel	UPGRADE SERVICE TO 100 AMP, NEW CONDUCTORS & NEW BREAKER
Garden City	ELECTRICAL	2224 West KANSAS #33	29	500	Electrical	Residential Remodel	INSTALL NEW 100 AMP UNDERGROUND SERVICE TO LOT
Garden City	ELECTRICAL	127 West HAZEL	0	800	Electrical	Residential Remodel	REPLACE 100 AMP SERVICE
Garden City	ELECTRICAL	1509 East CHESTNUT #4	29	1000	Electrical	Residential Remodel	REMOVE & REPLACE DAMAGED METER SOCKET
Garden City	ELECTRICAL	2308 THIRD	32	700	Electrical	Residential Remodel	CHANGING OUT MAIN DISCONNECT TO AIR CONDITIONER
Garden City	ELECTRICAL	1009.5 North SEVENTH	29	70	Electrical	Residential Remodel	REPLACE WEATHERHEAD ON SERVICE
Garden City	ELECTRICAL	1608 WALKER	29	900	Electrical	Residential Remodel	RELOCATE SERVICE TO HOUSE & REPLACE BREAKER PANEL IN HOUSE-100 AMP
Garden City	GAS	2801 EIGHTH #42	29	200	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	2825 BELMONT	29	500	Gas Permit	Residential Remodel	HOOK UP NEW GAS METER TO THE HOUSE SERVICE LINE
Garden City	GAS	2004 PINECREST	29	400	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	707 East SANTA FE	29	300	Gas Permit	Residential Remodel	ROUTE GAS TO HEATER - GAS PRESSURE TEST
Garden City	MECHANICAL	1606 ANDERSON	29	2300	Mechanical	Residential Remodel	CHANGE OUT 3 1/2 TON A/C
Garden City	MECHANICAL	306 SPRINGER	29	1700	Mechanical	Residential Remodel	C/O 3 TON A/C
Garden City	MECHANICAL	1312 CONARD	56	4200	Mechanical	Residential Remodel	CHANGE OUT 75K 80% FURNACE
Garden City	MECHANICAL	606 PERSHING	32	2500	Mechanical	Residential Remodel	CHANGE OUT 2 TON A/C
Garden City	MECHANICAL	2305 SEVENTH	56	4200	Mechanical	Residential Remodel	CHANGE OUT 75K 80% FURNACE AND 2 1/2 TON A/C
Garden City	MECHANICAL	903 North SECOND	29	2276	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER
Garden City	MECHANICAL	2010 APACHE	0	6875	Mechanical	Residential Remodel	REPLACE FURANCE & AIR CONDITIONER
Garden City	MECHANICAL	406 East KANSAS	29	1375	Mechanical	Residential Remodel	REPLACE WATER HEATER-413183
Garden City	MECHANICAL	1612 WINDY VIEW	29	2500	Mechanical	Residential Remodel	REPLACE BOILER-413108
Garden City	MECHANICAL	1121 PERSHING	56	4700	Mechanical	Residential Remodel	C/O 3 TON A/C & 100K 80% FURNACE

Garden City	MECHANICAL	311 West OLIVE	56	4900	Mechanical	Residential Remodel	C/O 75K 80% FURANCE & 3 TON A/C
Garden City	MECHANICAL	809 East JOHNSON	56	3475	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER
Garden City	MECHANICAL	2101 THIRD	56	4800	Mechanical	Residential Remodel	INSTALL NEW FURNACE, COIL AND A/C
Garden City	MECHANICAL	201 West THOMPSON	56	4800	Mechanical	Residential Remodel	CHANGE OUT 56k 92% FURNACE AND 2 1/2 TON A/C
Garden City	MECHANICAL	950 North JENNIE BARKER-#43	29	3000	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER-412265
Garden City	MECHANICAL	1617 JAN	105	6450	Mechanical	Residential Remodel	REPLACE FURNACE AND AIR CONDITIONER - FLAG #412035
Garden City	MECHANICAL	1605 JOHNSON	56	4500	Mechanical	Residential Remodel	CHANGE OUT 100K 80% FURNACE & 3 TON A/C
Garden City	MECHANICAL	1904 ST JOHN	29	2500	Mechanical	Residential Remodel	CHANGE OUT 2 TON A/C
Garden City	MECHANICAL	2021 CAMPUS	29	2500	Mechanical	Residential Remodel	CHANGE OUT 2 1/2 TON A/C
Garden City	MECHANICAL	1113 KINGSBURY	200	41000	Mechanical	Residential Remodel	CHANGE OUT 75K 80% FURNACE & 2 1/2 TON A/C
Garden City	PLUMBING	1306 TWELFTH	29	2000	Plumbing	Residential Remodel	REPLACE WATER SERVICE LINE
Garden City	PLUMBING	1301 ST JOHN	29	500	Plumbing	Residential Remodel	REROUTE 4" SEWER
Garden City	PLUMBING	310 CENTER	29	600	Plumbing	Residential Remodel	REPLACE WATER SERVICE FROM METER TO HOUSE
Garden City	PLUMBING	2804 BELMONT	29	1500	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM-Must use a licensed plumber for water line tie-in to City main.
Garden City	PLUMBING	1305 East MARY	29	300	Plumbing	Residential Remodel	INSTALL 40 GALLON WATER HEATER
Garden City	PLUMBING	1113 PERSHING	29	1200	Plumbing	Residential Remodel	REPLACE RESIDENTIAL WATER LINE IN ALLEY
Garden City	PLUMBING	1807 SLOAN #2	29	800	Plumbing	Residential Remodel	R/R 30 GALLON WATER HEATER
Garden City	PLUMBING	2314 SIXTH	29	900	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	6165 West SEVEN MILE	42	900	Plumbing	Residential Remodel	INSTALL 50 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	521 SUSAN	56	400	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER
Garden City	PLUMBING	903 North SECOND	29	850	Plumbing	Residential Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	PLUMBING	1202 West MAPLE	29	900	Plumbing	Residential Remodel	INSTALL 50 GALLON WATER HEATER
Garden City	PLUMBING	511 SUSAN	56	4000	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER
Garden City	PLUMBING	1402 East HACKBERRY	58	920	Plumbing	Residential Remodel	REPLACE 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	2602 YELLOWSTONE	29	805	Plumbing	Residential Remodel	REMOVE AND REPLACE 40 GALLON WATER HEATER
Garden City	PLUMBING	2120 B	29	850	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NG WATER HEATER - Per phone call from Eva at RJ's, cancel this permit.
Garden City	BUILDING PERMIT	431 SUSAN	746.2	162300	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT-House must be set back 25' from front property line.
Garden City	BUILDING PERMIT	202 South FIRST	0	152280	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE
Garden City	BUILDING PERMIT	2311 GLENWOOD Drive	916.2	212920	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE
Garden City	BUILDING PERMIT	441 North SUSAN Street	787	175000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME

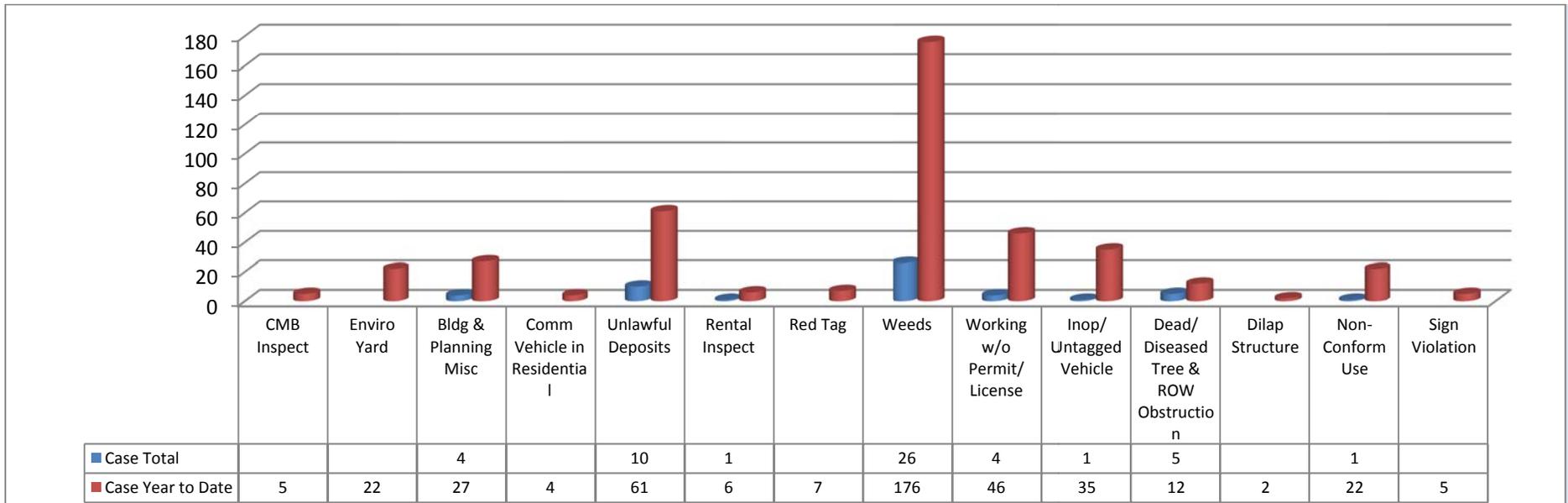
Garden City	BUILDING PERMIT	714 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'.
Garden City	BUILDING PERMIT	702 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'.
Garden City	BUILDING PERMIT	638 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'.
Garden City	BUILDING PERMIT	634 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'.
Garden City	BUILDING PERMIT	718 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'. 2
Garden City	BUILDING PERMIT	710 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'.
Garden City	BUILDING PERMIT	706 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'.



Council District	Permit Type	Address	Amount	Value	Purpose	structure	Project Description
Garden City	BUILDING PERMIT	706 WARRIOR Street	702	150000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY RESIDENCE - Property lines need to be marked. Garage is to be 25' from front line. Sides - 3"2'.
Holcomb	BUILDING PERMIT	402 LAURA	43	6500	Building	Residential Remodel	REPLACE DRIVEWAY
Holcomb	BUILDING PERMIT	105 BARBER	42	1000	Building	Residential Remodel	INSTALL FRONT & REAR SIDEWALK NEXT TO HOUSE
Holcomb	BUILDING PERMIT	207 SYDNEE	42	3000	Building	Residential Remodel	10X12 STORAGE SHED & 6FT WOOD FENCE
Holcomb	BUILDING PERMIT	205 SHARAE	42	900	Building	Residential Remodel	8' WOOD FENCE
Holcomb	BUILDING PERMIT	111 LARSON	42	1000	Building	Residential Remodel	10X28 CONCRETE SLAB
Holcomb	BUILDING PERMIT	106 East JONES	42	1000	Building	Residential Remodel	6FT WOOD FENCE
Holcomb	BUILDING PERMIT	307 JO ELLA	42	2500	Building	Residential Remodel	7FT WOOD SIGN
Holcomb	BUILDING PERMIT	111 RYAN	42	1500	Building	Residential Remodel	8X12 STORAGE SHED
Holcomb	MECHANICAL	224 REDFORD	69	4130	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER-413501
Holcomb	PLUMBING	205 SYDNEE	56	4000	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER
Holcomb	PLUMBING	303 TYLER	42	500	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM-A licensed plumber will need to tie in to City main line.
Holcomb	PLUMBING	206 REDFORD	42	950	Plumbing	Residential Remodel	INSTALL 50 GALLON NATURAL GAS WATER HEATER



## JULY 2015 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	OpenDate	CloseDate
Garden City	15-001641	2822 KRIS	Unlawful Deposits	UNLAWFUL DEPOSITS-TREE BRANCHES IN ALLEY ROW	7/2/2015	
Garden City	15-001690	912 North SEVENTH	Dead or Diseased Trees	TREES	7/9/2015	
Garden City	15-001689	710 MOORES	ROW Obstruction	ROW OSTRUCTION-OVERGROWN TREE OBSTRUCTING ALLEY ROW	7/9/2015	
Garden City	15-001679	812 JENNY	Unlawful Deposits	UNLAWFUL DEPOSITS-CAR BENCH SEAT NEXT TO DUMPSTER NEXT TO DUMPSTER IN ALLEY ROW	7/9/2015	7/13/2015
Garden City	15-001688	1508 ST JOHN	Unlawful Deposits	UNLAWFUL DEPOSITS-TREE LIMBS NEXT TO DUMPSTER IN ALLEY ROW	7/9/2015	
Garden City	15-001686	808 East THOMPSON	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON PROPERTY & IN ALLEY ROW	7/9/2015	

Garden City	15-001691	2602 CHAINEY	Unlawful Deposits	UNLAWFUL DEPOSITS-SOFA & RECLINER NEXT TO DUMPSTER IN ALLEY ROW	7/10/2015	7/24/2015
Garden City	15-001706	532 COLONY	Bldg Code Misc	CONSULTATION - WHEELCHAIR RAMP	7/13/2015	
Garden City	15-001715	1005 West OLIVE	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE	7/14/2015	
Garden City	15-001736	501 North TENTH	ROW Obstruction	OVERGROWN BUSH OBSTRUCTING STREET VISION TRIANGLE	7/17/2015	
Garden City	15-001738	907 North TENTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/17/2015	
Garden City	15-001750	401 South NINTH	Bldg Code Misc	CARNIVAL INSEPCION	7/20/2015	
Garden City	15-001763	2113 C	Vehicles	INOPERABLE VEHICLES-TAN CHRYSLER VAN & BLACK SATURN CAR	7/20/2015	
Garden City	15-001767	809 IDA	Rental Inspection	RENTAL INSPECTION-ROOF LEAKING & MOLD IN BATHROOM	7/21/2015	
Garden City	15-001773	1505 EIGHTH	Work w/o Permit	WORK W/O PERMIT	7/21/2015	
Garden City	15-001781	301 North MAIN #B	Bldg Code Misc	CMB INSPECTION-LAS MARGARITAS	7/22/2015	7/24/2015
Garden City	15-001796	515 EUGENE	Weeds	Weeds	7/23/2015	8/4/2015
Garden City	15-001809	2101 North THIRD	Unlawful Deposits	UNLAWFUL DEPOSITS- OIL LEAKING FROM A FORD TRUCK	7/24/2015	
Garden City	15-001812	2614 North TENTH	Work w/o Permit	WORKING W/O A PERMIT	7/24/2015	
Garden City	15-001829	408 CENTER	Work w/o Permit	WORK W/O PERMIT - PUSHING FENCE BACK INTO ALLEY, NO PERMIT	7/27/2015	
Garden City	15-001841	302-310 COLLEGE	Unlawful Deposits	UNLAWFUL DEPOSITS-FURNITURE IN ALLEY	7/28/2015	7/29/2015
Garden City	15-001842	217 COLLEGE	Unlawful Deposits	UNLAWFUL DEPOSIT-FURNITURE IN ALLEY ROW	7/28/2015	7/29/2015
Garden City	15-001843	1313 North THIRTEENTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/28/2015	7/29/2015
Garden City	15-001844	1406 HARDING Avenue	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/28/2015	
Garden City	15-001853	1001 North FIFTH	ROW Obstruction	ROW OBSTRUCTION- OVERGROWN BUSHES IN ALLEY ROW	7/29/2015	
Garden City	15-001847	605 HARDING	Unlawful Deposits	UNLAWFUL DEPOSITS-DOOR IN ALLEY ROW NEXT TO DUMPSTER	7/29/2015	
Garden City	15-001846	2523 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT ON PROPERTY	7/29/2015	
Garden City	15-001848	1607 SHORTHORN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/29/2015	
Garden City	15-001850	302 West MARY	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/29/2015	
Garden City	15-001852	1001 North FIFTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT IN ALLEY ROW	7/29/2015	
Garden City	15-001858	601 East KANSAS	Work w/o Permit	WORKING W/O A PERMIT	7/29/2015	
Garden City	15-001859	616 West OLIVE	Dead or Diseased Trees	DEAD/DISEASED TREES	7/30/2015	8/3/2015
Garden City	15-001870	1007 North FIFTH	Environmental Yard	UNLAWFUL DEPOSITS-MATTRESS NEXT TO DUMPSTER	7/30/2015	8/3/2015
Garden City	15-001900	512 North NINTH	Bldg Code Misc	BUILDING CODE- BUSTED GAS LINE & HOMEOWNER TOSSING SINK WATER OUT OF THE WINDOW	7/31/2015	8/3/2015
Garden City	15-001898	153 STEVENS	Unlawful Deposits	UNLAWFUL DEPOSIT-MATTRESS & COUCH	7/31/2015	8/3/2015
Garden City	15-001878	1017 North ELEVENTH	Weeds	Weeds	7/31/2015	
Garden City	15-001879	1101 North NINTH	Weeds	Weeds	7/31/2015	

Garden City	15-001880	1108 North NINTH	Weeds	Weeds	7/31/2015	
Garden City	15-001881	1209 HATTIE	Weeds	Weeds	7/31/2015	
Garden City	15-001882	1207 HATTIE	Weeds	Weeds	7/31/2015	
Garden City	15-001884	309 West CAMPBELL	Weeds	Weeds	7/31/2015	
Garden City	15-001885	1709 GLENELLEN	Weeds	Weeds	7/31/2015	
Garden City	15-001886	1709 GLENELLEN	Weeds	Weeds	7/31/2015	
Garden City	15-001887	1605 GLENELLEN	Weeds	Weeds	7/31/2015	
Garden City	15-001888	1603 GLENELLEN	Weeds	Weeds	7/31/2015	
Garden City	15-001889	1609 FLEMING	Weeds	Weeds	7/31/2015	
Garden City	15-001890	2006 SIOUX	Weeds	Weeds	7/31/2015	
Garden City	15-001892	2110 SIOUX	Weeds	Weeds	7/31/2015	
Garden City	15-001895	603 East SANTA FE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/31/2015	8/4/2015
Garden City	15-001896	103 South THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/31/2015	
Garden City	15-001897	509 East SANTA FE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	7/31/2015	8/4/2015
Garden City	15-001905	1605 JAN	Weeds	Weeds	7/31/2015	



**City of Garden City**  
**Monthly Financial Report FY 2015**  
**For the Seven Months Ended July 31, 2015**  
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended July 31, 2015.

**GENERAL FUND AT A GLANCE**

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Revenues	21,550,239	14,118,356	12,166,706
Expenditures	22,633,350	12,323,779	11,817,276
<b>Revenues Over(Under)</b>	<b>(1,083,111)</b>	<b>1,794,577</b>	<b>349,430</b>

**UTILITY FUND REVENUES AT A GLANCE**

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Electric	32,395,213	17,010,083	17,387,722
Solid Waste	3,431,330	2,099,727	1,766,413
Drainage Utility	207,766	121,448	121,119
Water and Sewage	8,219,797	3,930,821	4,043,498
<b>TOTAL</b>	<b>44,254,106</b>	<b>23,162,080</b>	<b>23,318,752</b>

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
City Sales Tax	6,200,000	3,745,267	3,589,755
County Sales Tax	3,654,000	2,212,635	2,123,345
Franchise Tax			
Gas Utility	460,000	404,162	420,646
Telephone	60,000	34,594	39,143
CATV	232,000	117,131	115,134
Building Permits	251,663	239,704	138,617
Municipal Court Fines	900,000	497,178	544,221



**City of Garden City  
Monthly Financial Report FY 2015  
For the Seven Months Ended  
July 31, 2015**

**General Fund**

General Fund Revenues collected through July were \$14,118,356. The July revenues represent 65.51% of the total revenues expected in the General Fund. Property tax distribution was 94.65% for the third of five payments in 2015.

General Fund Expenses are at 54.45% of the total expenditures expected in the General Fund.

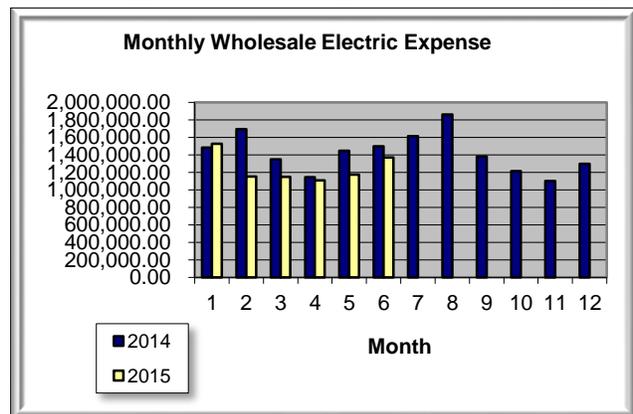
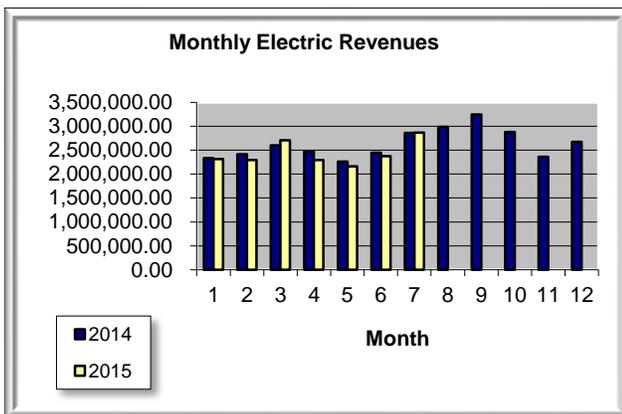
**Selected Revenues**

- City Sales Tax—Ahead by \$155,512 compared to July 2014 year to date collections, 4.33% ahead of 2014 for the seven months ended.
- County Sales Tax— Collections for the seven months ended are ahead of 2014 by \$89,290 or 4.21%.
- Franchise Tax—Budget estimates for 2015 remain approximately the same as 2014. Franchise fees are slightly lower than 2014 with the exception of the CATV.
- Building Permits—Budget estimates for 2015 are based on 2014 revenues. Receipts are higher than this period in 2014.
- Municipal Court Fines—Budget estimates were based on 2014 actual and collections through July were behind 2014.

**Utility Funds**

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$32,395,213 for 2015 were \$17,010,083 through seven months or 52.51% of budget.

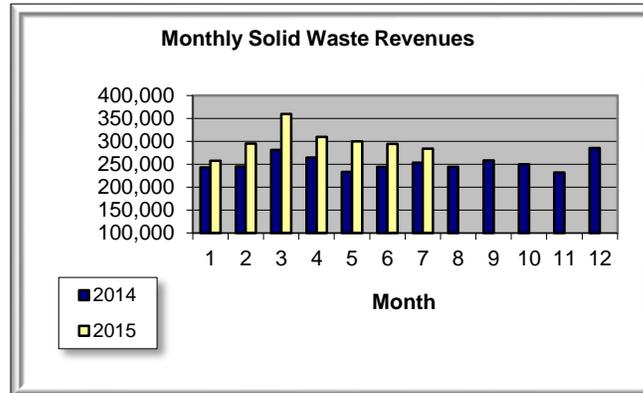


A main expense is Wholesale Electric in the Utility Fund. The 2015 revised budget for wholesale electric is \$17,350,000. The wholesale electric expense for July was not available at this printing.

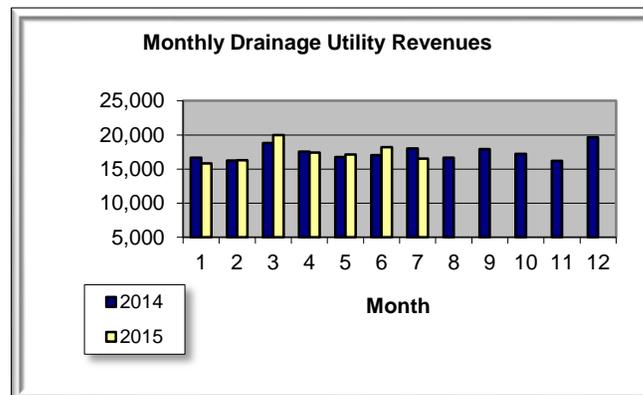


## City of Garden City Monthly Financial Report FY 2015 For the Seven Months Ended July 31, 2015

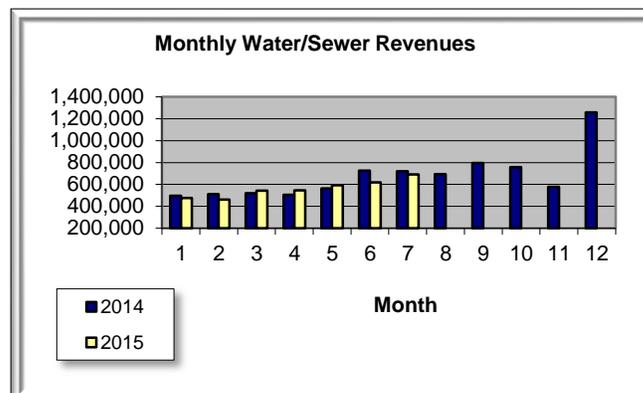
■ Solid Waste revenues – revised budget at \$3,431,330 for 2015 were \$2,099,727 through seven months or 61.19% of budget.



■ Drainage Utility revenues – revised budget at \$207,766 for 2015 were \$121,448 through seven months or 58.45%.



■ Water and Sewage revenues - revised budget at \$8,219,797 for 2015 were \$3,930,821 through seven months or 47.82% of budget.





CITY OF GARDEN CITY, KANSAS  
 Comparison of Cash Balances with Encumbrances and Composition of Cash  
 For the Seven Months Ended July 31, 2015

Fund	Unencumbered Cash Balance 1/1/2015	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 7/31/2015	Add Payables and Encumbrances	Treasurer's Cash 7/31/2015
<u>Operating</u>						
1 General	5,499,874.19	14,118,356.12	12,278,776.58	7,339,453.73	45,800.00	7,385,253.73
<u>Debt Service Fund</u>						
40 Bond and Interest	521,036.83	2,247,714.10	296,069.12	2,472,681.81	0.00	2,472,681.81
<u>Special Revenue Funds</u>						
4 TIF	566,068.41	709,581.54	405,194.71	870,455.24	0.00	870,455.24
5 Capital Improvement	940,431.34	8,411.37	84,101.33	864,741.38	0.00	864,741.38
6 Community Development Loan	15,251.69	3,611.60	-100.00	18,963.29	0.00	18,963.29
7 Cemetery Endowment	30,369.43	3,911.45	175.00	34,105.88	0.00	34,105.88
8 Community Trust	1,650,502.33	113,662.50	0.00	1,764,164.83	166,200.00	1,930,364.83
10 DEA Forfeiture	18,078.62	-3,847.66	160.04	14,070.92	0.00	14,070.92
11 Drug Enforcement	70,498.18	7,231.14	1,300.00	76,429.32	0.00	76,429.32
15 Enhanced Wireless 911	359,727.98	103,575.29	69,114.86	394,188.41	0.00	394,188.41
18 Finnup Trust	89,955.66	104,000.00	55,447.07	138,508.59	0.00	138,508.59
19 JAG Grant	0.00	11,942.00	0.00	11,942.00	0.00	11,942.00
25 Recreation	0.00	894,153.88	903,166.66	-9,012.78	0.00	-9,012.78
26 Special Improvements	-16,899.02	3,387.58	-1,627.35	-11,884.09	0.00	-11,884.09
27 Special Liability	161,338.38	0.00	74,946.54	86,391.84	0.00	86,391.84
29 Special Alcohol Programs	55,144.05	56,929.93	42,500.00	69,573.98	0.00	69,573.98
30 Special Recreation and Parks	113,692.92	63,874.57	61,562.51	116,004.98	0.00	116,004.98
31 FOLRZ Projects	0.00	0.00	0.00	0.00	0.00	0.00
32 Special Trafficway	975,114.66	536,510.90	537,552.64	974,072.92	0.00	974,072.92
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
53 Project Development	250,000.00	1,678.69	16,420.48	235,258.21	0.00	235,258.21
54 RHID Security Fund	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue	5,666,042.21	2,632,644.79	2,250,266.01	6,048,420.99	166,200.00	6,214,620.99
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	179,119.48	0.00	0.00	179,119.48	0.00	179,119.48
48 2013-Temp Notes Series D	0.00	0.00	0.00	0.00	0.00	0.00
49 2013-Temp Notes Schulman Cross	1,295,415.45	0.00	568,143.73	727,271.72	0.00	727,271.72
Total Capital Projects	3,881,978.18	0.00	1,685,593.52	2,196,384.66	0.00	2,196,384.66
<u>Enterprise Funds</u>						
Electric Utility:						
67 Capital Reserve	750,000.00	437,500.00	0.00	1,187,500.00	0.00	1,187,500.00
68 General	4,780,787.17	17,010,082.98	14,248,769.91	7,542,100.24	110,644.70	7,652,744.94
69 Security Deposits	467,473.29	184,800.00	42,819.44	609,453.85	0.00	609,453.85
Total Electric Utility	5,998,260.46	17,632,382.98	14,291,589.35	9,339,054.09	110,644.70	9,449,698.79
Water and Sewer Utility:						
80 General	2,947,952.73	3,930,820.93	4,386,918.82	2,491,854.84	0.00	2,491,854.84
81 Wastewater Repair and Replacem	317,765.83	76,662.63	0.00	394,428.46	0.00	394,428.46
82 Water and Sewage Maintenance F	372,046.29	111,580.60	0.00	483,626.89	0.00	483,626.89
Total Water and Sewer Utility	3,637,764.85	4,119,064.16	4,386,918.82	3,369,910.19	0.00	3,369,910.19
Airport:						
60 General	521,676.76	1,008,309.83	203,438.07	1,326,548.52	0.00	1,326,548.52
61 Airport Improvement	98,758.68	96,912.46	84,388.67	111,282.47	0.00	111,282.47
Total Airport	620,435.44	1,105,222.29	287,826.74	1,437,830.99	0.00	1,437,830.99
Solid Waste Utility:						
75 General	1,395,919.80	2,099,727.36	1,665,348.98	1,830,298.18	337,817.00	2,168,115.18
Recreation Area:						
70 General Golf Course	50,162.64	704,545.82	588,082.03	166,626.43	0.00	166,626.43
71 Golf Course Building	6,957.48	2,183.50	0.00	9,140.98	0.00	9,140.98
Total Recreation Area	57,120.12	706,729.32	588,082.03	175,767.41	0.00	175,767.41
Drainage Utility:						
79 General	399,384.41	121,448.25	80,572.75	440,259.91	0.00	440,259.91
<u>Internal Service Funds</u>						
55 Health Insurance	324,738.40	1,970,938.11	2,112,901.22	182,775.29	0.00	182,775.29
56 Health Insurance Reserve	880,488.91	0.00	0.00	880,488.91	0.00	880,488.91
35 Workers Compensation	196,190.43	440,250.00	199,498.37	436,942.06	0.00	436,942.06
36 Workers Compensation Reserve	480,585.22	52.33	16,268.90	464,368.65	0.00	464,368.65
Total Internal Service	1,882,002.96	2,411,240.44	2,328,668.49	1,964,574.91	0.00	1,964,574.91
Total All Funds	29,559,819.45	47,194,529.81	40,139,712.39	36,614,636.87	660,461.70	37,275,098.57



City of Garden City  
Statement of Revenues and Expenditures-General Fund Revenues  
From 7/1/2015 Through 7/31/2015

**001 - GENERAL FUND**

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
<b>Income</b>					
3022	CONNECTING LINKS	18,629.82	55,889.47	75,000.00	(19,110.53)
3023	CONSUMER USE TAX	69,137.94	493,961.80	860,000.00	(366,038.20)
3028	LIQUOR CONSUMPTION TAX	0.00	56,929.93	90,000.00	(33,070.07)
3035	STATE REVENUE STAMP	0.00	(75.00)	0.00	(75.00)
3040	AD VALOREM TAX	0.00	2,983,846.65	3,130,000.00	(146,153.35)
3041	AD VALOREM BACK TAX	0.00	101,814.94	130,000.00	(28,185.06)
3044	CITY SALES TAX	540,333.92	3,745,266.98	6,200,000.00	(2,454,733.02)
3046	COUNTY SALES TAX	313,034.42	2,212,635.04	3,654,000.00	(1,441,364.96)
3055	MOTOR VEHICLE TAX	0.00	238,766.89	370,000.00	(131,233.11)
3056	RECREATIONAL VEHICLE TAX	0.00	2,727.69	3,000.00	(272.31)
3057	HEAVY DUTY VEHICLE TAX	0.00	1,980.78	3,700.00	(1,719.22)
3058	COMMERCIAL VEHICLE TAX	0.00	21,220.85	20,000.00	1,220.85
3065	CATV FRANCHISE	0.00	117,130.87	232,000.00	(114,869.13)
3066	GAS UTILITY FRANCHISE	83,181.60	404,161.87	460,000.00	(55,838.13)
3067	TELEPHONE FRANCHISE	4,673.32	34,594.47	60,000.00	(25,405.53)
3115	CEMETERY SPACES	3,050.00	25,500.00	48,000.00	(22,500.00)
3301.01	ANIMAL BOARDING	849.80	7,714.72	1,300.00	6,414.72
3301.02	CAR STORAGE & TOWING	1,865.00	12,981.65	18,000.00	(5,018.35)
3301.05	FEES-FALSE ALARM	0.00	3,000.00	3,000.00	0.00
3301.07	FEES-GATE RECEIPTS	4,260.00	16,030.00	23,000.00	(6,970.00)
3301.08	FEES-GRAVE OPENINGS	3,975.00	37,250.00	65,000.00	(27,750.00)
3301.09	FEES-MONUMENT SETTING	25.00	1,250.00	3,000.00	(1,750.00)
3301.10	FEES-PLAT FILING	566.00	1,213.00	2,000.00	(787.00)
3301.11	FEES-REZONING	1,000.00	2,760.00	2,500.00	260.00
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	(900.00)	190,000.00	(190,900.00)
3301.13	FEES-WAIVER FILING	280.00	3,150.00	3,000.00	150.00
3301.16	FINES-MUNICIPAL COURT	58,590.70	497,177.96	900,000.00	(402,822.04)
3301.17	FEES-STATE JUDGE	86.58	731.92	1,750.00	(1,018.08)
3301.18	FEES-STATE LAW ENFORCEMENT	3,288.39	27,779.25	50,000.00	(22,220.75)
3301.19	FEES-REINSTATEMENT	243.00	2,673.00	10,000.00	(7,327.00)
3301.20	FEES-RESTITUTION	2,979.14	437.28	0.00	437.28
3301.21	LEGAL COPIES	45.00	2,034.00	2,500.00	(466.00)
3301.22	PROBATION SCREENING	0.00	0.00	250.00	(250.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,534.87	10,895.56	10,000.00	895.56
3301.24	FEES-CRIME STOPPER MAJOR	(151.74)	312.13	500.00	(187.87)
3350.01	LICENSE-AMUSEMENT	0.00	0.00	1,000.00	(1,000.00)
3350.02	LICENSE-ARBORIST	0.00	500.00	500.00	0.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	125.00	525.00	2,500.00	(1,975.00)
3350.04	LICENSE-CONTRACTOR	1,400.00	14,440.00	30,000.00	(15,560.00)
3350.06	LICENSE-ELECTRICIAN	440.00	4,729.00	6,000.00	(1,271.00)
3350.08	LICENSE-ITINERANT MERCHANT	900.00	3,920.00	8,000.00	(4,080.00)
3350.09	LICENSE-LIQUOR	1,500.00	9,050.00	15,000.00	(5,950.00)
3350.10	LICENSE-MECHANICAL	200.00	4,220.00	4,000.00	220.00
3350.12	LICENSE-PAWN SHOP	0.00	75.00	100.00	(25.00)
3350.13	LICENSE-PLUMBER	200.00	2,760.00	3,000.00	(240.00)
3350.15	LICENSE-TAXI	30.00	105.00	100.00	5.00
3350.16	TAGS-DOG & CAT	163.36	1,867.60	2,250.00	(382.40)
3400.01	PERMITS-BUILDING	34,237.57	198,988.27	204,013.00	(5,024.73)



City of Garden City  
Statement of Revenues and Expenditures-General Fund Revenues  
From 7/1/2015 Through 7/31/2015

3400.02	PERMITS-CURB CUT	90.00	948.00	500.00	448.00
3400.03	PERMITS-ELECTRIC	447.00	4,120.75	8,000.00	(3,879.25)
3400.04	PERMITS-EXCAVATION	320.00	2,520.00	2,500.00	20.00
3400.05	PERMITS-GAS	383.00	1,621.00	3,000.00	(1,379.00)
3400.06	PERMITS-HOUSE MOVING	0.00	80.00	150.00	(70.00)
3400.08	PERMITS-MECHANICAL	3,256.00	14,237.75	12,000.00	2,237.75
3400.09	PERMITS-PLUMBING	1,222.00	13,068.00	14,000.00	(932.00)
3400.11	PERMITS-TV & SIGN	860.00	4,120.00	7,500.00	(3,380.00)
3435	INTEREST INCOME	2,431.87	16,813.60	40,000.00	(23,186.40)
3437	FINANCE CHARGE INCOME	3,000.42	44,846.63	30,000.00	14,846.63
3440.02	RENTAL-CITY FACILITIES	976.03	6,803.78	50,000.00	(43,196.22)
3440.03	RENTAL-DEPOT	100.00	700.00	1,200.00	(500.00)
3447	ROYALTIES-GAS WELLS	920.43	8,786.66	30,000.00	(21,213.34)
3450	SALE OF PROPERTY-AUCTION	0.00	4,500.00	18,000.00	(13,500.00)
3454	SALE OF PROPERTY-LAND	0.00	10,000.00	10,000.00	0.00
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	1,000.00	1,000.00	0.00
3470.04	REIMBURSE-POLICE SERVICES	0.00	125,442.31	225,000.00	(99,557.69)
3470.07	UTILITY FUNDS REIMBURSEMENT	330,175.00	2,311,225.00	3,992,000.00	(1,680,775.00)
3470.08	REIMBURSE-COUNTY	7,747.49	139,896.68	160,000.00	(20,103.32)
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	42,000.00	0.00
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	1,007.10	1,000.00	7.10
3600.02	MISCELLANEOUS-CEMETERY	0.00	2,864.75	4,000.00	(1,135.25)
3600.04	MISCELLANEOUS-INSPECTION	25.00	59.00	426.00	(367.00)
3600.07	MISCELLANEOUS-POLICE	50.00	(2,328.46)	0.00	(2,328.46)
Total Income		<u>1,502,677.93</u>	<u>14,118,356.12</u>	<u>21,550,239.00</u>	<u>(7,431,882.88)</u>



City of Garden City  
Statement of Revenues and Expenditures-General Fund Expenses  
From 7/1/2015 Through 7/31/2015

**001 - GENERAL FUND**

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	4,976.11	44,323.80	109,320.00	64,996.20
112	CITY MANAGER	34,480.23	306,854.56	521,150.00	214,295.44
113	SERVICE AND FINANCE	56,364.78	416,093.56	757,250.00	341,156.44
114	LEGAL SERVICES	16,491.22	87,901.39	137,000.00	49,098.61
115	MUNICIPAL COURT	36,831.47	280,597.99	570,800.00	290,202.01
116	HUMAN RESOURCES	12,967.62	144,508.81	231,500.00	86,991.19
117	INFORMATION TECH	27,258.60	188,163.42	440,000.00	251,836.58
118	CITY PROSECUTION	<u>31,131.35</u>	<u>190,221.35</u>	<u>348,250.00</u>	<u>158,028.65</u>
	Total Administration	220,501.38	1,658,664.88	3,115,270.00	1,456,605.12
121	POLICE-ADMINISTRATIVE	69,669.49	1,143,346.37	1,824,750.00	681,403.63
122	POLICE-INVESTIGATIONS	62,855.47	505,007.59	908,500.00	403,492.41
123	POLICE-PATROL	276,767.43	1,976,163.47	3,586,300.00	1,610,136.53
124	POLICE-SUPPORT SERVICES	86,539.50	686,263.31	1,376,000.00	689,736.69
125	POLICE-ANIMAL CONTROL	<u>22,091.24</u>	<u>134,777.38</u>	<u>253,950.00</u>	<u>119,172.62</u>
	Total Police	517,923.13	4,445,558.12	7,949,500.00	3,503,941.88
131	PUBLIC WORKS-PLANNING,COMM	33,113.39	218,369.10	400,500.00	182,130.90
132	PUBLIC WORKS-ENGINEERING	20,302.37	144,677.57	250,100.00	105,422.43
133	PUBLIC WORKS-STREET MAINT	35,661.91	1,003,031.62	1,539,500.00	536,468.38
134	PUBLIC WORKS-INSPECTIONS	33,678.93	245,152.50	465,500.00	220,347.50
135	PUBLIC WORKS-PARKS	<u>77,477.09</u>	<u>490,810.15</u>	<u>991,250.00</u>	<u>500,439.85</u>
	Total Public Works	200,233.69	2,102,040.94	3,646,850.00	1,544,809.06
141	ZOO-ADMINISTRATIVE	35,989.89	272,916.33	476,750.00	203,833.67
142	ZOO-MAINTENANCE DIVISION	33,494.81	190,048.60	380,250.00	190,201.40
144	ZOO-ANIMAL DIVISION	<u>71,057.50</u>	<u>589,063.27</u>	<u>1,143,250.00</u>	<u>554,186.73</u>
	Total Zoo	140,542.20	1,052,028.20	2,000,250.00	948,221.80
151	FIRE-ADMINISTRATIVE	25,882.60	168,361.54	407,000.00	238,638.46
152	FIRE-OPERATIONS	179,899.06	1,538,233.01	2,625,000.00	1,086,766.99
153	FIRE-VOLUNTEERS	273.61	3,337.55	21,830.00	18,492.45
154	FIRE-ARFF STATION	<u>5,193.84</u>	<u>8,473.26</u>	<u>96,650.00</u>	<u>88,176.74</u>
	Total Fire	211,249.11	1,718,405.36	3,150,480.00	1,432,074.64
161	CEMETERY-OPERATIONS	33,618.68	253,835.29	505,500.00	251,664.71
171	CAPITAL IMPROVEMENT	36,115.49	793,246.44	1,965,500.00	1,172,253.56
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>300,000.00</u>	<u>300,000.00</u>	<u>0.00</u>
	Total Expenses	<u>1,360,183.68</u>	<u>12,323,779.23</u>	<u>22,633,350.00</u>	<u>10,309,570.77</u>



City of Garden City  
Statement of Revenues and Expenditures-Utility Fund Revenues  
From 7/1/2015 Through 7/31/2015

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,726,707.92	16,269,468.37	31,040,750.00	(14,771,281.63)
3110.01	COLLECTIONS-COIN BOX	(295.75)	245.42	250.00	(4.58)
3118	CONNECT FEES	10,499.55	59,506.23	98,250.00	(38,743.77)
3150	IDENTIFIED LONG/SHORT	(582.68)	(1,941.47)	0.00	(1,941.47)
3151	UNIDENTIFIED LONG/SHORT	(31.89)	(63.31)	0.00	(63.31)
3154	INSUFFICIENT FUNDS CHECKS	(598.94)	(3,830.59)	0.00	(3,830.59)
3155	RETURNED CHECK CHARGE	325.00	2,700.00	5,000.00	(2,300.00)
3185	PENALTIES	25,060.53	63,580.92	75,500.00	(11,919.08)
3201	REIMBURSE-DEVELOPER	2,520.00	31,600.00	41,000.00	(9,400.00)
3435	INTEREST INCOME	21.23	124.67	2,000.00	(1,875.33)
3492	SALES TAX	102,137.86	579,595.68	1,127,500.00	(547,904.32)
3600	MISCELLANEOUS	589.68	9,097.06	4,963.00	4,134.06
	Total Electric	2,866,352.51	17,010,082.98	32,395,213.00	(15,385,130.02)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	277,905.90	1,987,271.12	3,300,000.00	(1,312,728.88)
3185	PENALTIES	0.00	83,437.38	80,000.00	3,437.38
3195	RECYCLING SALES	6,008.53	28,221.05	50,000.00	(21,778.95)
3435	INTEREST INCOME	135.89	797.81	1,330.00	(532.19)
	Total Solid Waste	284,050.32	2,099,727.36	3,431,330.00	(1,331,602.64)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	16,851.73	121,747.94	207,500.00	(85,752.06)
3435	INTEREST INCOME	250.31	250.31	266.00	(15.69)
3440.02	RENTAL-CITY FACILITIES	(550.00)	(550.00)	0.00	(550.00)
	Total Drainage Utility	16,552.04	121,448.25	207,766.00	(86,317.75)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	205,618.50	1,464,002.38	2,660,000.00	(1,195,997.62)
3103	COLLECTIONS-WATER	416,935.73	2,116,817.01	4,500,000.00	(2,383,182.99)
3118	CONNECT FEES	1,785.00	9,420.00	18,000.00	(8,580.00)
3120	COUNTY SEWER FEES	19,572.00	71,186.16	112,000.00	(40,813.84)
3130	FIRE LEG FEES	2,249.50	16,974.50	15,047.00	1,927.50
3185	PENALTIES	0.00	357.86	105,000.00	(104,642.14)
3201	REIMBURSE-DEVELOPER	2,500.00	20,434.84	30,000.00	(9,565.16)
3225	SALE OF MATERIAL	566.00	3,904.17	15,000.00	(11,095.83)
3228	SEWER MAINTENANCE FEES	306.44	2,122.44	4,500.00	(2,377.56)
3229	SEWER TANK FEES	18,612.88	108,622.97	135,000.00	(26,377.03)
3257	WATER TANK SALES	2,799.10	21,277.00	55,000.00	(33,723.00)
3260	WATER TAP FEES	13,322.36	65,627.14	65,000.00	627.14
3494	TAX-WATER CONSUMPTION	5,484.41	24,863.60	65,000.00	(40,136.40)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	1,043.36	5,210.86	15,000.00	(9,789.14)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	275,000.00	(275,000.00)
	Total Water and Wastewater	690,795.28	3,930,820.93	8,219,797.00	(4,288,976.07)
	Total Income	3,857,750.15	23,162,079.52	44,254,106.00	(21,092,026.48)

**GARDEN CITY POLICE DEPARTMENT  
MASTER ACTIVITY REPORT  
July of 2015**

**INCIDENTS REPORTED**

<b>OFFENSES</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Murder/Manslaughter	0	0	2
Rape	2	0	8
Robbery	0	0	6
Aggravated Assault	5	7	45
Burglary	14	5	50
Theft	56	55	354
Auto Theft	3	0	7
Arson	0	0	5
<b>TOTAL</b>	80	67	477
All Other Crimes	140	164	951
<b>GRAND TOTAL</b>	220	231	1428

**CRIMINAL ENFORCEMENT ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Adult Arrests	275	218	1645
Juveniles Detained	29	32	203
<b>TOTAL CUSTODY</b>	304	250	1848
Alcohol Related	26	19	165
Drug Related	36	30	250
Curfew Violations	9	4	38

**INVESTIGATIONS DIVISION ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Total Cases Assigned	42	41	228
Total Active Cases	184	168	1193
Adult Affidavits Filed	11	13	89
Juvenile Affidavits Filed	2	1	9
Follow-Up Contacts	461	574	3733
Special Assignments	32	45	267
Search Warrants	29	31	131
Supplemental Reports	239	189	1309
Other Reports	211	223	1373
Cases Referred For Prosecution	66	68	418

**TRAFFIC ACCIDENT INVESTIGATIONS**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Fatal Accidents	0	0	0
Injury Accidents	4	4	34
Non-Injury Accidents	36	45	352
<b>TOTAL ACCIDENTS</b>	40	49	386
Private Property Accidents	5	4	28

**GARDEN CITY POLICE DEPARTMENT  
MASTER ACTIVITY REPORT  
July of 2015**

**OFFICERS ASSAULTED**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	4
Hands, Fist, Feet, Etc.	6	6	22
Police Service Dog	0	0	0
<b>TOTAL ASSAULTS</b>	6	6	18

**PATROL/CRD DIVISIONS SUMMARY**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Offense Reports	240	258	1568
Supplemental Reports	145	180	918
Other Reports	109	114	750
Community Oriented Policing	246	220	1814
Speeding Citations	18	33	285
Other Traffic Citations	310	324	2484
Parking Citations	9	6	84
Warning Notices	689	678	4132
Penal Summons	28	44	266
Felony Cases Cleared	35	23	218
Misdemeanor Cases Cleared	144	125	873
DUI Cases Cleared	13	6	84
Insecure Premises	33	21	101
Field Interviews	8	4	32
Citizen & Business Assists	158	195	1070
Alarms	92	89	578
Adult Affidavits Filed	42	47	279
Juvenile Affidavits Filed	22	16	124

**COMMUNICATIONS CENTER ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Non-Traffic Activities	2840	2827	17557
Traffic Activities	910	864	6039
<b>TOTAL ACTIVITIES</b>	3750	3691	23596
911 Calls	1767	1529	10764
Finney County Sheriff's Office Activities	517	496	3065

**GARDEN CITY POLICE DEPARTMENT  
MASTER ACTIVITY REPORT  
July of 2015**

**RESPONSE TIME SUMMARY**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST YEAR</b>	<b>5 YEARS AGO</b>
Average Emergency	2.26	2.35	3.52
Average Non-Emergency	11.41	9.26	14.16
Average Traffic Accident	15.81	9.66	14.32

**ANIMAL INCIDENT ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Animals Impounded	178	153	993
Animals Disposed	43	32	217
Citations Issued	0	1	17
Animal Bites	0	4	19
Adoptions	12	12	174

**TRAINING HOURS RECEIVED**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Administrative	27.00	9.00	213.50
Patrol/CRD Division	373.00	321.50	2278.50
Support Services Division	63.00	23.00	380.75
Investigation Division	40.50	32.00	450.50
Instructor Hours	104.00	65.00	468.00
<b>SUB-TOTAL TRAINING HRS</b>	607.50	450.50	3791.25
Academy Training Hours	800.00	704.00	2400.00
<b>TOTAL TRAINING HOURS</b>	1407.50	1154.50	6191.25

**ADMINISTRATIVE INVESTIGATIONS**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Allegations Received	2	2	12
Unfounded	0	0	1
Unsubstantiated	0	0	1
Sustained	1	0	4
Exonerated	1	0	3
Violation Not Based On Complaint	0	0	0
Investigation In Progress	2	2	14
Administrative Closure	0	0	1
Commendations	1	0	14

## **Bias-Based Policing Statistics**

**July 2015**

	<b>June #</b>	<b>June %</b>	<b>July #</b>	<b>July %</b>
<b>SUBJECTS CONTACTED:</b>	203	N/A	225	N/A
<b>AGE:</b>				
15 yoa - 19 yoa	34	17%	41	18%
20 yoa - 29 yoa	63	31%	82	36%
30 yoa - 49 yoa	71	35%	73	32%
50+	35	17%	29	13%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	203	100%	225	100%
<b>RACE:</b>				
White	192	95%	213	95%
Black	9	4%	10	4%
Native American	0	0%	2	1%
Asian	1	0%	0	0%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided/Unknown	1	0%	0	0%
<i>TOTAL</i>	203	100%	225	100%
<b>GENDER:</b>				
Male	144	71%	161	72%
Female	59	29%	64	28%
Unknown	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	203	100%	225	100%
<b>ETHNICITY:</b>				
Hispanic/Latino	137	67%	153	68%
Non-Hispanic	64	32%	69	31%
Not Provided	2	1%	3	1%
<i>TOTAL</i>	203	100%	225	100%
<b>RESPONSE AREA:</b>				
1	33	16%	27	12%
2	43	21%	32	14%
3	65	32%	54	24%
4	41	20%	63	28%
5	21	10%	49	22%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	203	100%	225	100%
<b>PRIMARY REASON FOR OFFICER INVESTIGATION:</b>				
Call Related	16	8%	20	9%
Officer Initiated	187	92%	205	91%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	203	100%	225	100%
<b>INFORMATION OBTAINED BY:</b>				
Officer's Perception	181	89%	189	84%
Investigation	22	11%	36	16%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	203	100%	225	100%

## **Bias-Based Policing Statistics**

**July 2015**

	<b>June #</b>	<b>June %</b>	<b>July #</b>	<b>July %</b>
<b>RELIGIOUS DRESS:</b>				
Yes	3	1%	3	1%
No	200	99%	222	99%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>203</i>	<i>100%</i>	<i>225</i>	<i>100%</i>
<b>PRIMARY REASON FOR STOP:</b>				
Moving Violation	131	65%	155	69%
Equipment Violation	60	30%	44	20%
Criminal Offense/Probable Cause	7	3%	9	4%
Other Violation	5	2%	5	2%
To Render Service	0	0%	1	0%
Suspicious Circumstances	0	0%	1	0%
Pre-existing Knowledge	0	0%	0	0%
Special Detail	0	0%	10	4%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>203</i>	<i>100%</i>	<i>225</i>	<i>100%</i>
<b>ACTION TAKEN:</b>				
Citation	145	71%	166	74%
Search	0	0%	0	0%
Warning	22	11%	13	6%
Arrest	35	17%	46	20%
Warrant Arrest	0	0%	0	0%
Assistance Provided	0	0%	0	0%
No Action	1	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>203</i>	<i>100%</i>	<i>225</i>	<i>100%</i>
<b>SEARCH:</b>				
Not Applicable	180	89%	193	86%
Vehicle Indicators	0	0%	3	1%
Verbal Indicators	0	0%	0	0%
Physical/Visual Indicators	6	3%	13	6%
Document Indicators	3	1%	4	2%
Incident to Arrest	14	7%	11	5%
Other	0	0%	1	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>203</i>	<i>100%</i>	<i>225</i>	<i>100%</i>
<b>TYPE OF SEARCH:</b>				
No Search Conducted	172	85%	195	87%
Consent Search Conducted	1	0%	3	1%
Inventory	0	0%	2	1%
Stop and Frisk	0	0%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	0	0%
Search Incident to Arrest	24	12%	16	7%
Plain View	2	1%	6	3%
Probable Cause	4	2%	3	1%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>203</i>	<i>100%</i>	<i>225</i>	<i>100%</i>

## Bias-Based Policing Statistics

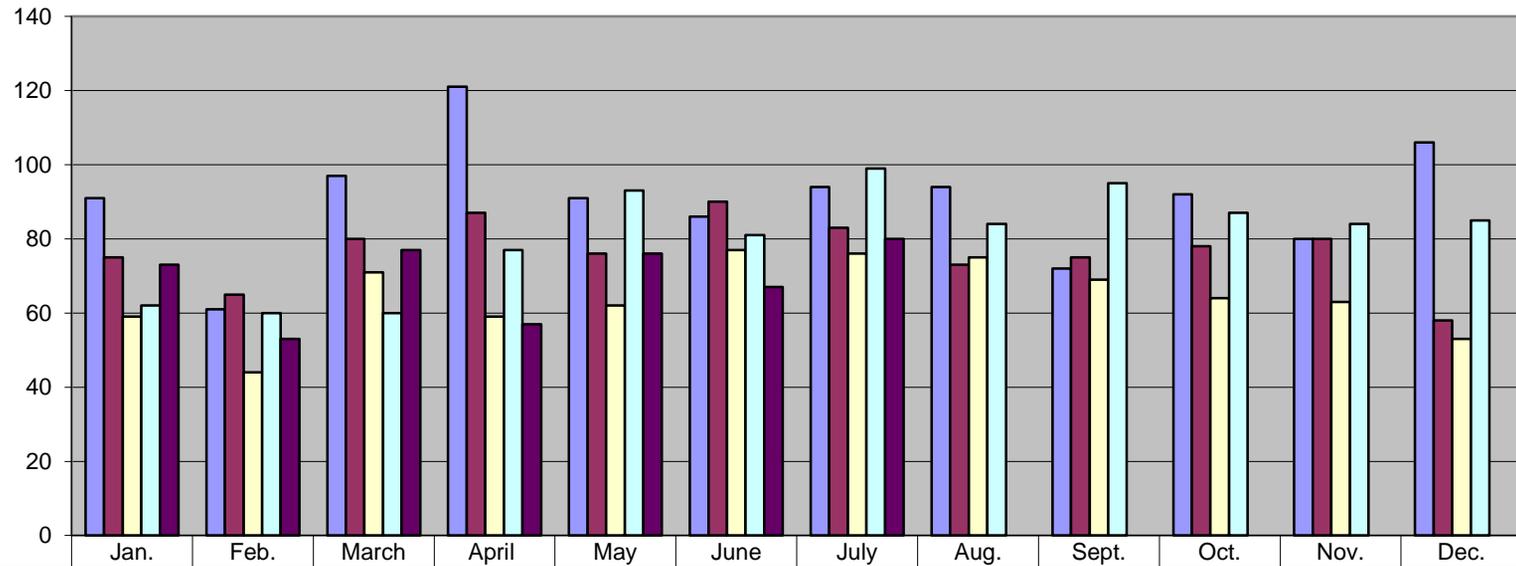
July 2015

		June #	June %	July #	July %
<b>CONTRABAND SEIZED:</b>					
	None	192	95%	214	95%
	Currency	0	0%	0	0%
	Firearms	0	0%	0	0%
	Other Weapons	0	0%	0	0%
	Drugs/Paraphernalia	6	3%	7	3%
	Alcohol/Tobacco Products	4	2%	2	1%
	Stolen Property	0	0%	0	0%
	Other	0	0%	1	0%
	More Than One Type	0	0%	0	0%
	Not Provided	1	0%	1	0%
	<i>TOTAL</i>	<i>203</i>	<i>100%</i>	<i>225</i>	<i>100%</i>

<b>Hispanic</b>	Arrests	29	21%	37	24%
	Citations	95	69%	106	69%
	Warnings	12	9%	10	7%
<b>Non-Hispanic</b>	Arrests	6	9%	9	13%
	Citations	48	75%	57	83%
	Warnings	10	16%	3	4%

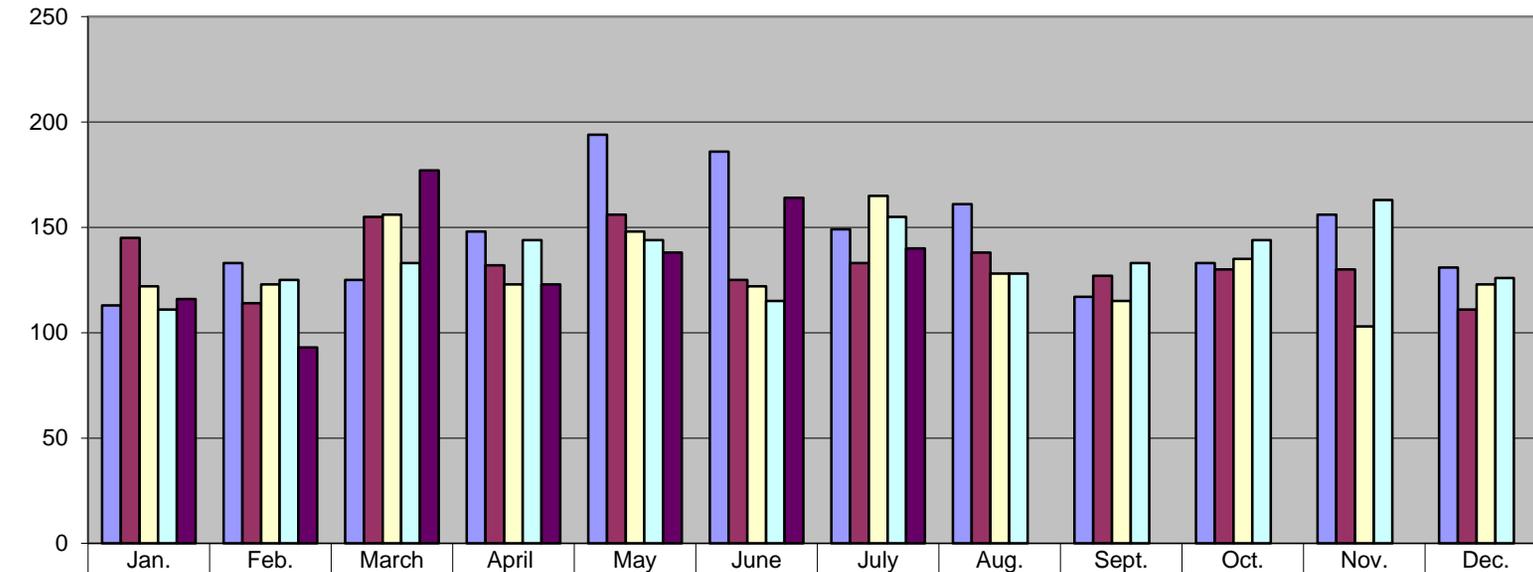


### Part I



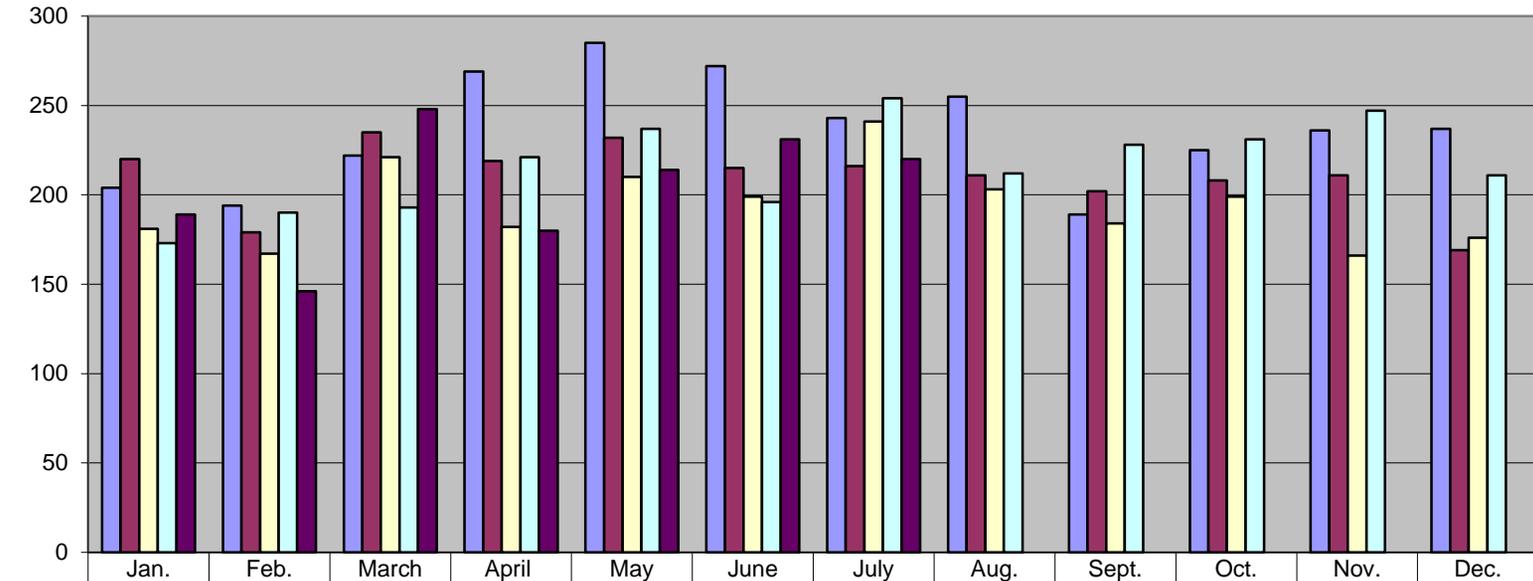
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■2011	91	61	97	121	91	86	94	94	72	92	80	106
■2012	75	65	80	87	76	90	83	73	75	78	80	58
■2013	59	44	71	59	62	77	76	75	69	64	63	53
■2014	62	60	60	77	93	81	99	84	95	87	84	85
■2015	73	53	77	57	76	67	80					

### All Other Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
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	144	163	126
2015	116	93	177	123	138	164	140					

### Grand Total All Crimes

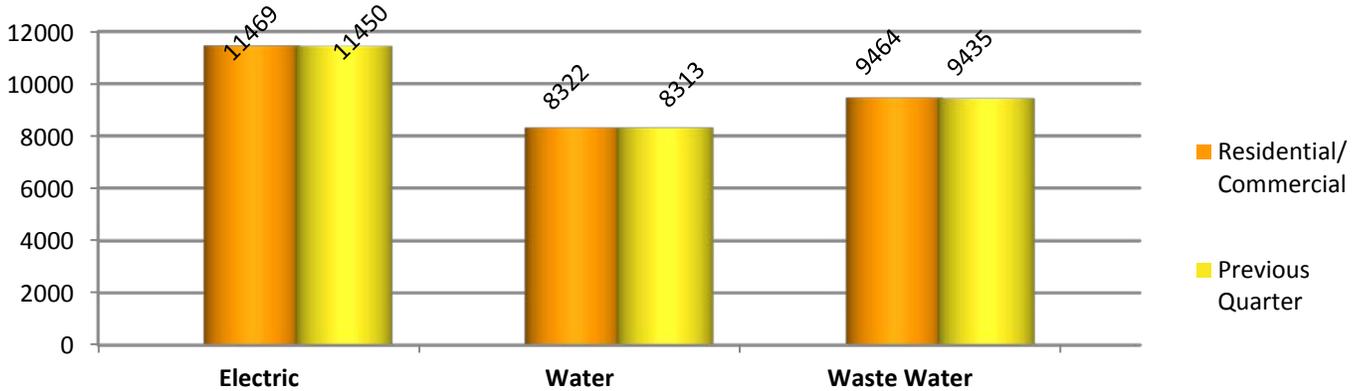


	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2011	204	194	222	269	285	272	243	255	189	225	236	237
2012	220	179	235	219	232	215	216	211	202	208	211	169
2013	181	167	221	182	210	199	241	203	184	199	166	176
2014	173	190	193	221	237	196	254	212	228	231	247	211
2015	189	146	248	180	214	231	220					

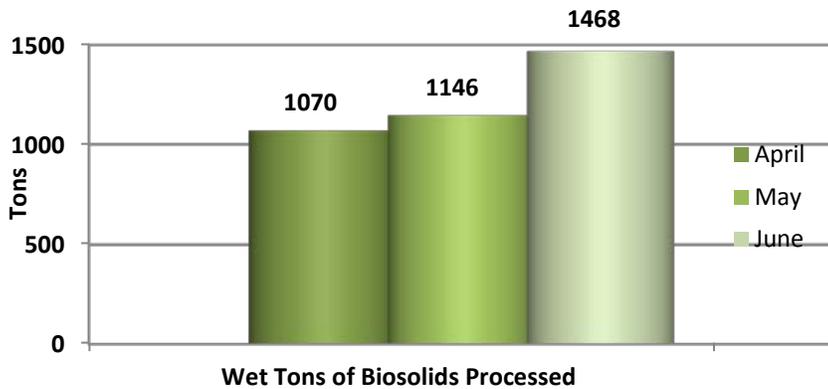
## APRIL-JUNE 2015

Service • Community • Performance

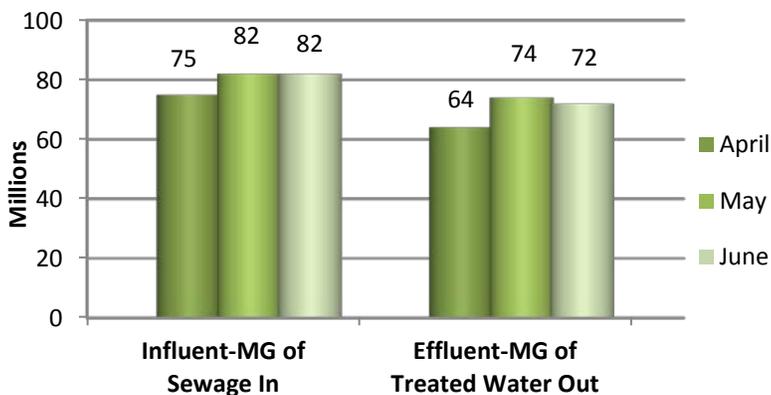
### ACTIVE ACCOUNTS BY CLASS (Quarterly Average)



### WASTE WATER



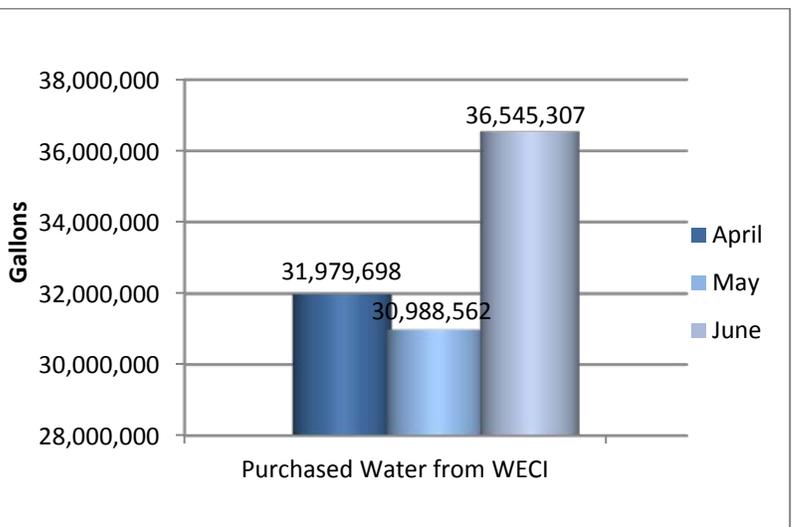
**Belt Filter Press**



### Second Quarter Activities:

- ✎ The annual inspection of blowers and generator maintenance was conducted in early June.
- ✎ Mayer Specialty Services finished part one of the annual manhole rehabilitation program.

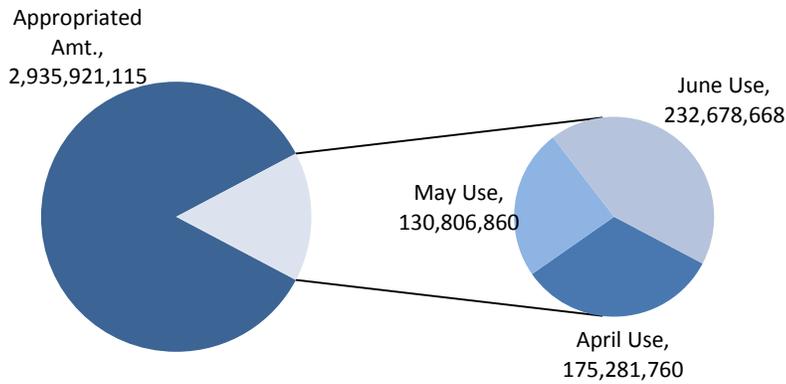
## WATER



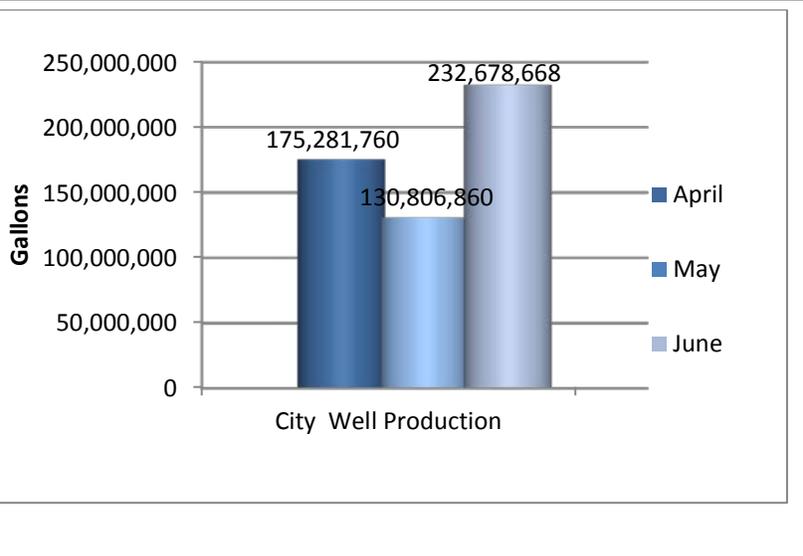
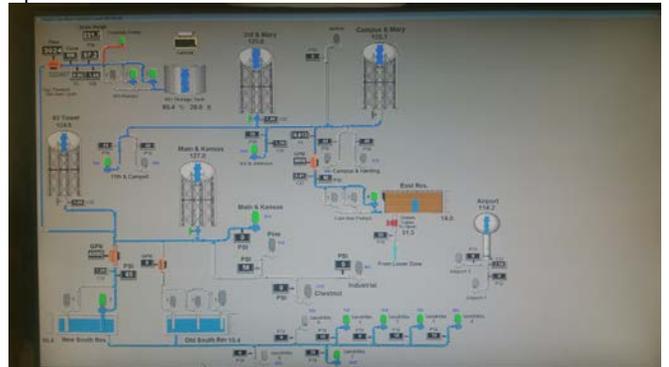
Month	AVG Gallons / Day
April	1,065,990
May	999,631
June	1,218,177

Month	Leak Detection	Main Repairs
April	52	1
May	23	0
June	11	4

### Water Produced Relative to Total Appropriation (gallons)

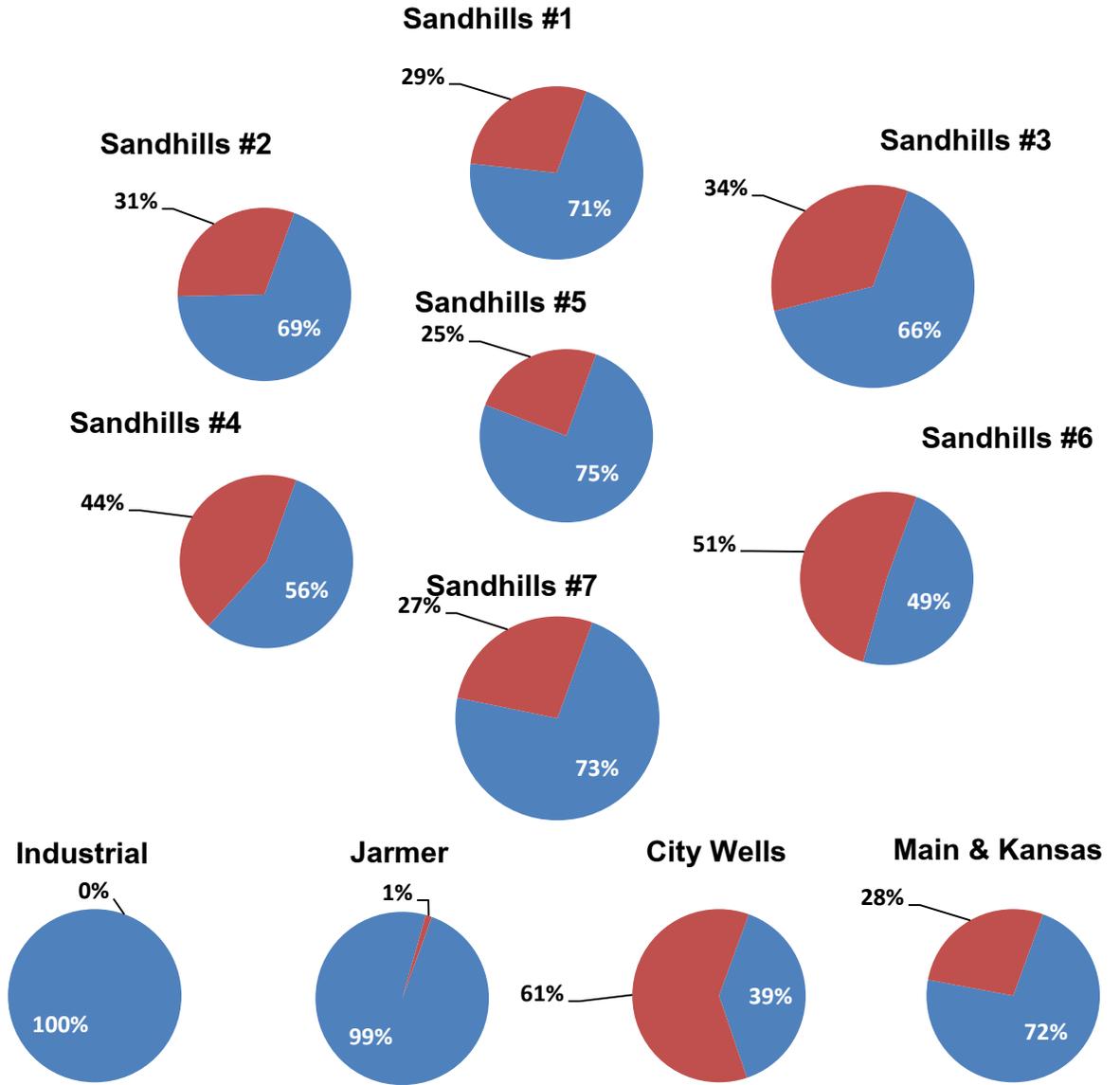


### Scada System

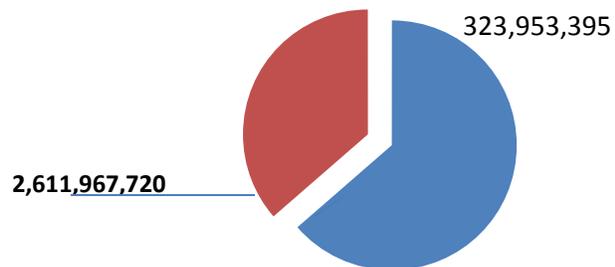


### Major Project Updates

- Water services for Phase I at Clarion Park Estates has been completed.
- We have completed cleaning the 300, 400, & 500 block of 5<sup>th</sup> St, the 1000 block of Gibson, the 800-1000 block of Summit and the 900 block of Conkling. The water lines that were 70-90 % blocked are now at 100 % full flow capacity.



## TOTAL APPROPRIATION REMAINING



## ELECTRIC

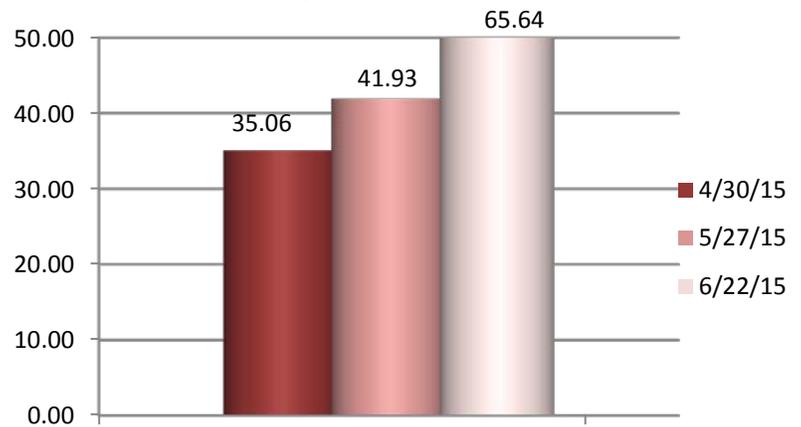
### Major Project Updates

- 💡 Installed and energized transformer and wire for the new Commerce Bank located at Kansas & Fleming.
- 💡 Completed installation of transformers and underground primary wire for Juniper & Center St. project.
- 💡 Energized and completed street lighting installation along the Stone Creek frontage road.
- 💡 Installed a larger transformer at the Cancer Center for their new addition.
- 💡 Installed steel distribution poles along Santa Fe & 13<sup>th</sup> for the Juvenile Detention Center project.
- 💡 The Jennie Barker undergrounding project continues to progress with contractors installing conduit and concrete vaults for switch gear.

### Outage Data

💡 There were no significant outages for this quarter.

**System Peak in MW**



**Concrete vault being set for Jennie Barker Overhead/Underground project**



Month	Utilities Located
April	227
May	179
June	243

Month	Assisted Contractors	Assisted Customers	Street Light repairs
April	6	28	30
May	5	26	11
June	8	48	23

**CITY PROJECT UPDATES  
2015**

Revision No.8 - Date: August 12, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
<b>ENGINEERING - ADMINISTRATIVE</b>																	
Capital Improvements Bond Issue									Ord?	Sale?	Closed?			0%	?/?/2015	0%	
Petitions for New Developments														0%		0%	Bellevue Avenue - meeting with property owners 7/23
<b>ENGINEERING - HIGHWAYS &amp; MAJOR STREETS</b>																	
<b>A. STATE/FEDERAL AID</b>																	
KLINK Fulton St. to Kansas					Const?	Const?	Const							100%	8/29/13	95%	\$587,081 City share \$387,081
East Kansas Ped/Bike Facility									Easements	KDOT	Const?	Const?	Const?	99%		0%	\$831,000 2015 construction City share \$166,200
GI - Kansas Avenue Widening									Design	KDOT				95%		0%	\$1,743,800 2015 work City share \$893,800
KLINK - FY2014, 15 & 16									Design?	Design?	KDOT?	KDOT?	Bid?	0%		0%	\$800,000 2015-16 work City share \$400,000
<b>B. TE PROJECTS</b>																	
Windsor Hotel stabilization	Const	Const	Const	Const	Const	Const	Const	Const	Const	Const?	Const?			100%	3/13/14	70%	\$924,423 Preservation Alliance share \$313,063
<b>ENGINEERING - LOCAL STREETS</b>																	
<b>A. CITY RECONSTRUCTION/CONSTRUCTION</b>																	
KDOT Fund Exchange projects																	
KDOT Fund Exchange projects																	
Harvest Street Construction																	
New Community Sidewalks																	
<b>B. DRAINAGE PROJECTS</b>																	
FEMA Floodplain related projects																	
<b>C. TRAFFIC SIGNAL PROJECTS</b>																	
Pedestrian Activated Warning Sign																	
Vehicle Detection Upgrades																	
<b>D. SUBDIVISION CONSTRUCTION &amp; SPECIAL ASSESSMENT PROJECTS</b>																	
Samy Addition																	
Clarion Park Estates																	
Prairie View Acres																	
<b>PUBLIC WORKS - STREET MAINTENANCE PROJECTS</b>																	
Street Sealing Program																	
Crack Sealing Program																	
Community Sidewalk/Driveway																	
<b>FIRE</b>																	
Design Central Station Remodel																	
<b>POLICE</b>																	
Design Indoor Shooting Range																	

**CITY PROJECT UPDATES  
2015**

Revision No.8 - Date: August 12, 2015

Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
<b>PUBLIC WORKS - PARKS &amp; GROUNDS</b>																	
2014 Street Tree Pruning Prog.									Mark?	Bid?	Const?	Const?	0%	1/??/2015	0%	\$20,000	Carry over project for 2015, waiting on tree damage after the winter.
Maintenance Sealing Program						Const?	Const?	Const?	Const?				100%		0%	\$28,100	Carry over project for 2015
Entryway Improvements			Design?	Design?	Design?	Design?	Design?	Bid?	Const?	Const?	Const?		0%	1/??/2015	0%	\$25,000	Working with CVB on the design of the entryway signs.
Sports Complex/Building Improve.				Const?	Const?	Const	Const?	Const?	Const?	Const?	Const?		0%	1/??/2015	24%	\$70,000	\$17,000 Air - Make improvements to sports complexes and public buildings.
Santa Fe Park Project	Design	BID	Const	Const	Const	Const?					Const?	Const?	100%	2/10/15	85%		City/County Project to relocate the Santa Fe Park
<b>REGIONAL AIRPORT</b>																	
Design Partial Twy F and Twy C	Design	Design	Design	FAA									100%		0%	\$196,809	FAA Grant approved 6/11/14, City Share \$23,520
Construct Partial Twy F and Twy C					BID		Const?	Setup	Const?	Const?			100%	5/6/15	0%	\$1,369,128	FAA Grant approved 6/11/14, City Share \$136,914
Snow Removal Equipment	Design?	Design?	Design?	Design	Design	Design?	Bid?	Purchase?					0%		0%	\$977,200	FAA Grant approved 6/11/14, City Share \$97,720 - Moved to 2016
<b>RECREATION</b>																	
Finnup Park Walking Trail Phase 2			Const	FINAL									100%	4/10/14	100%	\$60,000	Sunflower Trails Grant to Rec Commission, City share \$30,000
Swimming Pool Pipe Replacement	Const	Const	Const	FINAL									100%		100%	\$199,762	replace filler pipelines in pool floor and reconstruct west wall
<b>ZOO</b>																	
Elephant Yard Expansion													0%		0%	\$423,000	Under Review
Construct Picnic Shelter								Design?	Bid?	Const?	Const?		0%		0%	\$36,000	Finnup Foundation \$15,000, City \$21,000
Maintenance Sealing Program						Const?	Const?	Const?	Const?				100%	1/??/2015	0%	\$19,630	In-house process
<b>ELECTRIC</b>																	
SCADA Development	Const?	Const?	Const?	Const?	Const?	Const?	Const?						100%		90%	\$125,000	System Monitoring
Street Construction Lighting Upgrade	Design	Bid?		Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	75%			\$31,586	Kansas Ave (7th to 3rd)
Upgrade Street Lighting	Design	Bid?	Contract?			Const										\$18,501	Palace Drive
Substation #6 Transformer Repair	Bid	Contract	Const													\$35,000	De-gas both power transformers
Various Substations	Plan	Plan	Install	Install						Install	Install	Install				\$13,000	Wildlife mitigation
System Improvements (CIP 2015-13)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$226,698	Belmont to Squire
System Improvements (CIP 2015-9)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$139,641	Labrador Ridge Phase 3 rebuild
System Improvements (CIP 2015-2)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$155,332	Terrace to Belmont
System Improvements (CIP 2015-14)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$103,143	Cottontail-Windyview-Pioneer
System Improvements (CIP 2015-15)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$168,792	Fleming-Campus, Mary-Windyview
System Improvements (CIP 2015-10)	Design	Bid	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?				\$40,887	Kingsbury-Mary-Coachman
<b>WATER</b>																	
Building Construction		Const	Const	Const	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%	12/29/15	15%	\$1,201,800	New Water Service Building at Electric Service Facility
Main Replacement - Lyle Avenue	Design	Design	Design	Design	Design	Design	Design	BID	Const?	Const?	Const?	Const?	100%	8/25/15		\$164,000	Lyle Avenue - recommended from 2014
Master Control Valve	Design	Design	Design	Design	Design	Design	Design	BID	Const?	Const?	Const?	Const?	100%	8/25/15		\$74,000	Fulton east of the US83/US 50 interchange. Highly recommended in 2014 Master Plan
Main Replacement - 7th Street						Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?	Pre-Dsn?				\$36,000	Seventh Street (Laurel to Holmes) 3000' (2016 project)

## CITY PROJECT UPDATES 2015

Revision No.8 - Date: August 12, 2015

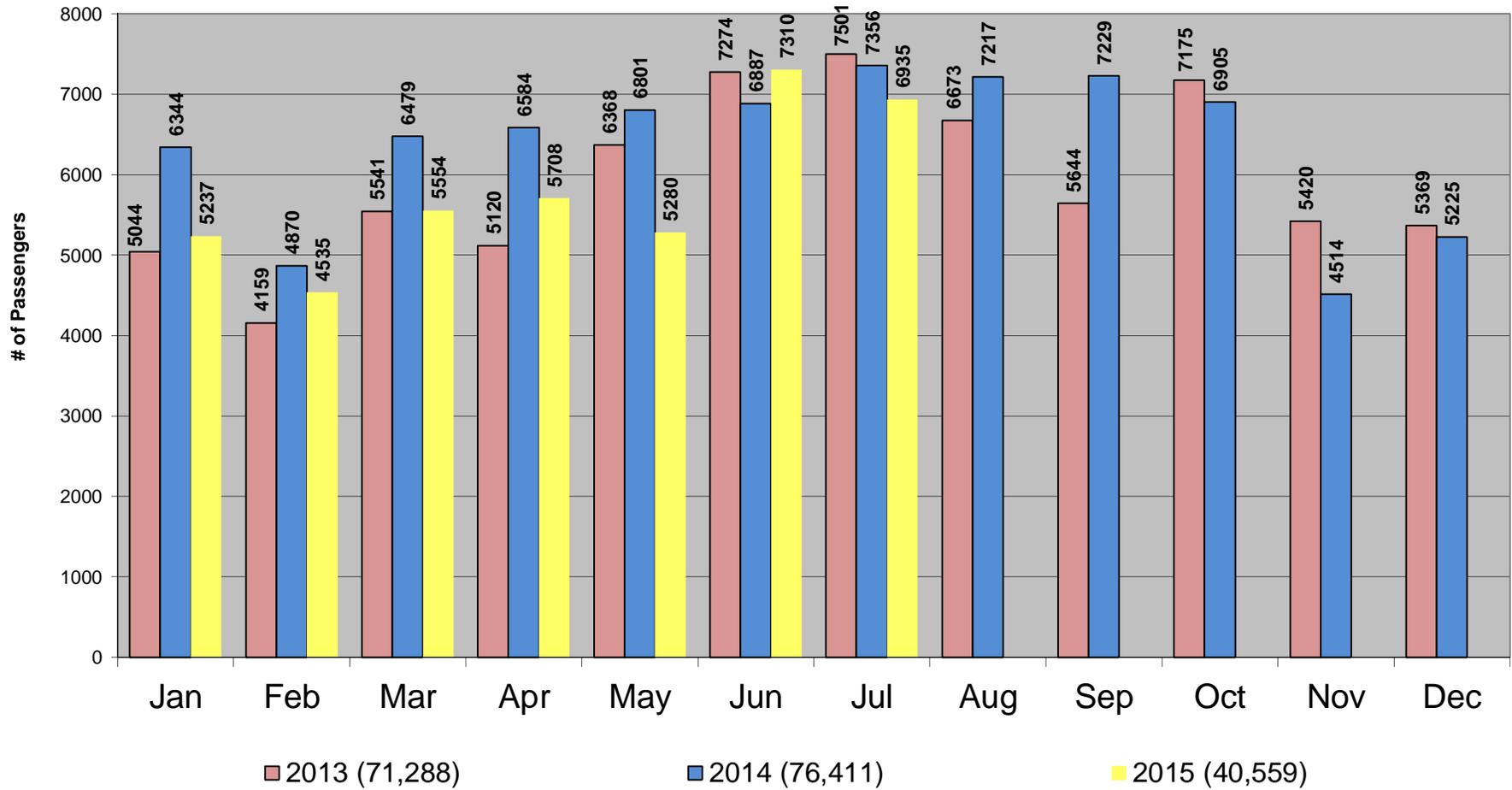
Completed Projects

Carry Over Projects From 2014

Proposed Project Pending

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
<b>WATER CONT.</b>																	
Main and Kansas Tower																\$140,000	Clean and paint water tower
Water Main Cleaning Rehabilitation															100%	\$21,000	Fifth Street (Fulton to Spruce)
Water Main Cleaning Rehabilitation																\$9,000	Conkling Avenue (Wallace to W Gibson)
Water Main Cleaning Rehabilitation																\$13,950	Summit Street (W Kansas to Wallace)
Water Main Cleaning Rehabilitation																\$7,830	Wallace Street (Summit to Bancroft)
Water Main Cleaning Rehabilitation																\$17,070	Chesterfield Street (Chesterfield - L Shaped Street)
Water Main Cleaning Rehabilitation																\$8,655	N Stoeckly Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																\$8,655	N Eugene Place (St John to Chesterfield)
Water Main Cleaning Rehabilitation																\$14,370	St John (Inge to Chesterfield)
<b>WASTEWATER</b>																	
SCADA Development		Design?	Const?	Const?	75%			\$125,000	WWTP Operation and Security								
Airport Lagoon							BID						100%	7/28/15		\$77,200	Rip-rap banks per KDHE
Campus & Harding Lift Station	BID						const	FINAL					100%	1/27/15	100%	\$119,800	Rehab Lift station from wet/drywell to wetwell/submersible pumps
Manhole Rehabilitation			BID					Const								\$45,000	Various
Rehabilitation of Lift Station					Design	Design	BID						100%	7/28/15		\$97,524	W. Mary Street & Boots Road
Design of Major Electrical Repairs							Design?									\$85,000	Oxidation Ditch

## City Link Ridership Yearly Comparison





# CITY OF GARDEN CITY ZOO DEPARTMENT JULY 2015 MONTHLY REPORT

## ANIMAL DIVISION

### ACCESSIONS:

#### Births/Hatchings

0.0.2 Red pandas

#### Transactions (Purchases, donations, etc.)

1.0 Chinchilla Transfer from Emporia Zoo

## DEACCESSIONS

### Deaths

0.1 Goral Diffuse congestion and mild hemorrhage in lungs  
1.0 Muntjac Pneumonia  
5.1.2 Madagascar hissing cockroaches Undetermined  
1.0 Giraffe Euthanized due to declining condition. Liver cancer found

#### Transactions (Sales, donations, etc.)

1.2 Pronghorn Transfer to Dakota Zoo  
1.0 Pronghorn Transfer to Hutchinson Zoo

Male loris moved to WBH room for start of intro to female loris. MOA rainforest and window box animals moved to WBH for rainforest mesh repair and pest control. Lion cubs first day with access to yard. Lion pride introductions. Lion cubs' physicals (all are gaining weight and appear healthy and in good condition). Hosted high school keeper shadow from Texas. General Curator and Director participated in HPAI update conference call. All staff training: Pepper spray use. City/KMU annual staff training: blood borne pathogens.

## ADMINISTRATION DIVISION

Completed interviews of candidates and hired Whitney Buchman as new Education Curator. Community Band Concert and Fireworks viewing from west green took place on July 4. Director Newland was appointed as vice-Chair for AZA Membership Committee. The Elephant Stakeholder Committee set up visits to the two finalist zoos and left on the first inspection trip July 31 to Omaha's Henry Doorly Zoo. Zoo and FOLRZ staff hosted Kearney County Hospital/UMAM/Scott County Hospital Doctor cultivation event. Finney County Historical Museum hosted their flea market on zoo grounds (coordinated with zoo staff). City Commission approved 5 year extension of FOLRZ rental leases. Director attended pre-meeting on City department water use. Administrative Assistant, director and division heads reviewed 2015 final budget numbers. Staff assisted FOLRZ with Jungle Run Car Show Revival and Hullabaloo concert.

## EDUCATION DIVISION

The education division gave 87 formal programs to 1353 people and reached an additional 337 people through 4 hours of informal programming. Lee Richardson Zoo recognized ZooKeeper Appreciation Day on June 25th. Multiple sign designs were completed. Attendance for the second Family Nature Club grew. 1st/2nd, 3rd/4th, and 7th/8th grade Zoo Adventures were completed successfully. The second annual Girl Scout Snooze At The Zoo was completed successfully. Misty Ayers put in her resignation effective August 6<sup>th</sup> (joining local school district). The hiring process began for two open Education Specialist positions. Junior Duck Stamp artwork arrived and will be on display in the lobby for one month.

## MAINTENANCE DIVISION

Several projects have been completed to include modifications to the flamingo pond, replacement of the MOA mesh frame for the rainforest, and remodeling the public fence on the north side of the siamang exhibit. A KDHE inspection of our compost pile and City Safety inspection of our maintenance shop were conducted without any issues noted. The team continues to work on transforming the old red panda enclosure into a new facility for Pallas' cats; modifying the public fence around rhino/elephants yards; designing/building shade structures for rhino exhibit and jaguar exhibit. Time was devoted to early preparation for the Tumbleweed Festival (trimming all the trees along the roads with the assistance of the Parks Department). Time was also devoted to more routine zoo maintenance and repair needs: vehicle repairs, electrical repairs, chipping paint and rust issues, weeding, spraying, tree removal, etc.... Facilities Manager and Director attended Netafim irrigation presentation. Facilities Manager Elms was appointed as zoo's new representative to City's safety committee. Currently replacing parts of playground "spider web" due to vandalism.

**CONSIDERATION OF  
APPROPRIATION ORDINANCE**

# Ordinances & Resolutions

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 13 August 2015

**RE:** LOVE'S TRAVEL STOPS & COUNTRY STORES  
ANNEXATION REQUEST & DEVELOPMENT AGREEMENT

## ISSUE

Love's Travel Stops & Country Stores, Inc., requests annexation of a portion their property at Harvest Street and US-50/400. Approximately one-half of their property is currently within the City Limits. In addition to the annexation, a Development Agreement is presented for your consideration and approval.

## BACKGROUND

Love's has been working with Staff since June of 2014 for a travel plaza at US-50/400 and Harvest Street. A portion of the property they acquired was already inside the City Limits, but the eastern half was not. Attached is their letter requesting annexation. An annexation ordinance is presented for your consideration and approval.

Normally, a single lot project would not require a development agreement, but there are several items that require an agreement. The attached agreement has been negotiated over the past few months and is now ready for your consideration and approval.

Improvements to Harvest Street will be jointly funded by Love's and the City, our participation is due to the addition to the Utility Service Center and the need to eliminate road dust in the vicinity of the electric substation. Love's contractor will build Harvest Street, under our supervision.

Love's will need some additional property in the future as they expand the facility to accommodate large trucks; they are offering \$40,000.00 to the City for 1.3 acres of the Service Center property south and east of the electric substation. This amount will be used to offset the final cost to the City for Harvest Street.

We are also granting them a drainage easement to use and enlarge our drainage pond east of the substation, rather than have them provide a separate drainage pond on their property..

## ALTERNATIVES

- 1) The Governing Body may adopt the Annexation Ordinance and approve the Development Agreement,
- 2) The Governing Body may defer action to a later date.



## **Engineering Department**

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

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

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1130  
FAX 620.276.1137  
[www.garden-city.org](http://www.garden-city.org)



RECOMMENDATION

Staff recommends adopting the Annexation Ordinance and approving the Development Agreement.

FISCAL

City costs for Harvest Street construction are included in the Utility Service Center Addition project budget.

A handwritten signature in blue ink that reads "Steve Cottrell". The signature is written in a cursive style and is positioned above a faint rectangular box.

**Engineering  
Department**

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

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

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10601 North Pennsylvania  
P.O. Box 26210  
Oklahoma City, OK 73126

August 13, 2015

The City of Garden City, Kansas  
Attn: Steve Cottrell, City Engineer  
301 North 8<sup>th</sup> Street  
Garden City, KS 67846

Re: Annexation of land into City of Garden City, KS  
Love's Travel Stops & Country Stores Development

To Whom It May Concern:

Roserock Holdings, LLC, an affiliate of Love's Travel Stops & Country Stores, Inc. (the "Owner"), hereby requests annexation of certain property located in Finney County, Kansas, as further described on Exhibit A attached hereto (the "Property"), into the City of Garden City, for development of the 2.97 acre tract of land in question. Owner is the current holder of fee title to the Property.

Thank you for your consideration, if you have any questions please do not hesitate to contact us.

Sincerely,



Doug Stussi  
Executive Vice President & CFO

{00164932.DOC;1}

## EXHIBIT A

### Legal Description of Property

A parcel of land located in the Southeast Corner of Section 16, Township 24 South, Range 32 West of the 6th Principal Meridian, Finney County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said section, thence N88°27'57"W along the South Line of said Section a distance of 836.49 feet, thence N01°33'58"E a distance of 64.65 feet to a point on the North right-of-way line of US Highway 50 said point also being the Point of Beginning,

-thence N88°28'00"W along said North right-of-way line a distance of 12.20 feet;

-thence N01°32'00"E along said North right-of-way line a distance of 10.17 feet;

-thence N88°27'57"W along said North right-of-way line a distance of 470.55 feet to the East right-of-way line of Harvest Street;

-thence N01°55'45"E along said East right-of-way line a distance of 267.99 feet to the Southeast corner of Lot 6, Block 1 of Davis-Thompson Acres First Addition,

-thence S88°30'52"E along said South line a distance of 481.06 feet,

-thence S01°33'58"W a distance of 278.56 feet to the Point of Beginning.

Said parcel contains 2.97 acres, more or less.

## ORDINANCE NO. \_\_\_\_-2015

**AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7).**

**WHEREAS**, the following described land adjoins the City of Garden City, Kansas, and is generally located in the Southeast Quarter of Section 16, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

**WHEREAS**, the owner or owners of the land consent to annexation of the following described land pursuant to K.S.A. 12-520(a)(7), 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 tract of land in Section 16, T34S, R32W, Finney County, Kansas, described as follows: Commencing at the Southeast corner of said Section 16, thence N 88° 27' 57" W, along the South line of said Section, 836.49 feet; thence N 01° 33' 58" E, a distance of 64.65 feet to a point on the North right-of-way line of US Highway 50, said point also being the Point of Beginning; thence N 88° 28' 00" W, along said North right-of-way line, a distance of 12.20 feet; thence N 01° 32' 00" E along said North right-of-way line, a distance of 10.17 feet; thence S 88° 27' 57" E, along said North right-of-way line, a distance of 220.04 feet, more or less, to the intersection with a line which is 250.51 feet East of and parallel with the West line of the East half of the Southeast Quarter of Section 16; thence N 01° 55' 45" E along said parallel line 268.20 feet, to the South line of Lot 6, Block 1, Davis-Thompson Acres

First Addition thence S 88° 30' 52" E, along said South line 230.05 feet, thence S 01° 33' 58" W a distance of 278.56 feet, to the Point of Beginning, said tract containing 1.42 acres, more or less.

**SECTION 2.** This annexation is made pursuant to K.S.A. 12-520(a)(7). No resolution, notice or public hearing is required pursuant to K.S.A. 12-520a(f).

**SECTION 3.** 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 18<sup>th</sup> day of August, 2015.

---

Janet A. Doll, Mayor

**ATTEST:**

---

Celyn N. Hurtado, City Clerk



## DEVELOPMENT AGREEMENT

(Garden City, KS – Roadway Work with Drainage Detention Easement)

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is entered into this [\_\_\_\_\_] day of [\_\_\_\_\_] , 2015 (the "Effective Date"), by and between **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Love's"), **THE CITY OF GARDEN CITY, KANSAS**, a [\_\_\_\_\_] (the "City").

### RECITALS

**A.** Love's is the owner of certain real property located on the east side of Harvest Street in Garden City, Finney County, Kansas as more particularly described on Exhibit A and generally depicted on Exhibit D (the "Love's Property"), upon which Love's intends to develop and operate a full service Love's Travel Stop and related facilities;

**B.** The City is the owner of certain real property located adjacent to the north of the Love's Property, as more particularly described on Exhibit B and generally depicted on Exhibit D (the "City Property");

**D.** In conjunction with the development of the Love's Property, the parties desire to pave and otherwise improve Harvest Street which is on an existing City right-of-way and runs north from U.S. Highway 50 to Commerce Avenue (the "Harvest Street Work");

**E.** Upon completion of the Harvest Street Work, as generally depicted on Exhibit D, Harvest Street, as improved, will ultimately be accepted by the City and maintained as part of the public roadway system;

**F.** City and Love's acknowledge that the City is party to a development agreement with an adjacent property owner which requires that property owner to be responsible for a portion of the improvements to Harvest Street. City is responsible for recovering the associated costs related to the Harvest Street Work from that property owner.

**G.** The City has requested that Love's agree to undertake the performance and completion of the Harvest Street Work, and Love's has agreed to undertake the same in accordance with the Plans (as defined in Section 1 below), with attributable costs with respect to the Harvest Street Work allocated between the City and Love's in the proportions shown on Exhibit C;

**H.** The City, as additional consideration for Love's obligation to undertake and complete the Harvest Street Work, agrees to transfer and convey a certain portion of the City Property as such portion is particularly described on Exhibit E and generally depicted on Exhibit D (the "Future Development Property"), to Love's;

**I.** In addition to the foregoing, Love's has requested that the City grant, and the City has agreed to grant, to Love's a surface water drainage detention easement over and across a certain portion of the City Property to allow the detention of surface water drainage from the Love's Property and the Future Development Property; and

**J.** The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing, all as provided below.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and conditions below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PLANS AND APPROVALS FOR HARVEST STREET WORK.** At the request of Love's, Snyder & Associates, Inc. has prepared detailed construction plans, drawings and specifications dated [\_\_\_\_\_] (the "Plans") for the Harvest Street Work, which Plans have been submitted to the City for review and are incorporated herein by this reference. Upon approval of the Plans by the City, the same will be deemed incorporated herein by this reference and made a part of this Agreement. Love's shall obtain any permits, licenses and approvals required for performance of the Harvest Street Work (collectively, the "Approvals"). The City shall cooperate with Love's in its efforts to obtain the Approvals to the extent the City is responsible for issuing the same.

2. **CONSTRUCTION OBLIGATIONS; EASEMENTS.**

2.1 **Temporary Construction Easements.** City hereby grants and conveys to Love's, its employees, agents, contractors, and representatives, a temporary construction easement over the City Property comprising the fifteen foot (15') strip abutting Harvest Street. City will obtain temporary construction easements from the owners of the other properties adjacent to Harvest Street and shall provide Love's with all necessary rights and permissions under such easements to allow Love's to utilize any property covered by such easements in connection with the completion of the Harvest Street Work. The term of the foregoing temporary easements shall commence on the Effective Date and automatically terminate upon completion of the Harvest Street Work and shall be substantially in the form of the Temporary Construction Easement attached hereto as Exhibit F.

2.2 **Harvest Street Work.** City grants Love's the authority to construct the Harvest Street within the existing Harvest Street right-of-way and any temporary construction easement areas obtained by the City pursuant to Section 2.1 above. Love's shall construct, install, and complete (or shall cause the construction, installation, and completion of) the Harvest Street Work and related drainage and other improvements over and upon the Harvest Street Property. The Harvest Street roadway improvements shall have an engineering life expectancy of no less than twenty (20) years and shall meet such other specifications as reasonably determined by Love's, in order to accommodate the anticipated semi-tractor and other traffic thereon. The Harvest Street Work shall be performed and completed in a good and workmanlike manner and in compliance with all applicable laws, rules, ordinances, regulations, codes and other requirements promulgated by any governmental authority or agency having jurisdiction over the same ("Laws"). Love's agrees to defend, indemnify and to hold the City harmless from any claim, action, demand, judgment, suit and expense (including without limitation, reasonable attorneys' fees) ("Claims") arising from or in relation to the performance of the Harvest Street Work and/or the exercise of any rights granted to Love's under any of the temporary construction easements obtained by the City, as applicable, except to the extent the Claim is caused by or results from the act or omission of any of the indemnified parties.

2.3 **Drainage Detention Easement.** City agrees to grant and convey to Love's and its successors and assigns, as a benefit appurtenant to the Love's Property and the Future Development Property, a perpetual, non-exclusive, unobstructed easement (the "Drainage Easement") through, over, and across a portion of the City Property, as particularly described in the Drainage Easement Agreement attached hereto as Exhibit G (the "Drainage Easement Agreement"), for the purpose of surface water drainage from the Love's Property and the Future Development Property into the water detention pond and related surface water drainage facilities located on the City Property. Within ten (10) days following the completion of the Harvest Street Work in accordance with this Agreement, each of Love's and the City shall deliver to the other an executed and acknowledged original counterpart of the Drainage Easement Agreement. Love's shall be responsible to pay any costs associated with filing and recording the Drainage Easement Agreement.

2.4 **Sidewalks.** In connection with the Harvest Street Work, Love's will construct a 5' sidewalk on the Harvest Street frontage, per the approved Plans. Love's is hereby granted a temporary waiver for construction of a 5' sidewalk along US-50/400. Sidewalks shall be required upon the submission of a building permit application for improvements valued over \$25,000.00 or the City determines sidewalk construction necessary.

**3. ALLOCATION OF COSTS; PAYMENT TERMS.**

3.1 Construction Costs. For purposes hereof, "Construction Costs" shall include without limitation, the following: (i) all costs and expenses incurred in connection with the planning, development and design of the Harvest Street Work, including the costs of any investigations, surveys, estimates and preparation of the Plans except the costs of the Traffic Impact Study; (ii) all costs and expenses of constructing and completing the Harvest Street Work as contemplated herein, including without limitation, the cost of materials, equipment and supplies, the Approvals, supervising construction, inspections, testing, payments to contractors, materialmen and other laborers, and fees for professional or other specialized services related to the Harvest Street Work; and (iii) all costs and expenses of complying with applicable Laws in the performance of the Harvest Street Work.

3.2 Allocation of Construction Costs. The Construction Costs shall be allocated between Love's and the City as provided in the cost allocation schedule attached hereto as Exhibit C, and subject to Section 3.5 below.

3.3 Method of Payment. Love's shall submit to the City no more than once per month, consolidated invoices showing, in reasonable detail, itemized costs actually incurred by Love's for the Construction Costs during the immediately preceding month, and upon review by the City Engineer of the invoice and confirmation that such costs are in accordance with the Plans, such Construction Costs shall be allocated between the City and Love's for repayment upon completion of the Harvest Street Work, subject to Section 3.5. Any amounts owing by either party with respect to the Construction Costs (after taking into consideration any deductions from such amounts pursuant to Section 3.5) shall be due and payable by the applicable party no later than 30 days following demand therefor.

3.4 Books and Records. Love's shall maintain separate and complete books and records accurately reflecting the expenses related to the Construction Costs. Such records shall be subject to audit by the parties, at their expense, upon request and reasonable notice.

3.5 Value of Future Development Property. Notwithstanding the foregoing or anything in this Agreement to the contrary, the City and Love's acknowledge and agree that the fair market value of the Future Development Property, as determined in accordance with this Section 3.5, shall be considered in ascertaining the City's monetary obligations hereunder, as provided below. Each of the City and Love's agree that the fair market value of the Future Development Property for purposes of this Agreement shall be Forty Thousand and 00/100s U.S. Dollars (\$40,000.00). In the event the fair market value of the Future Development Property is less than the aggregate portion of the Construction Costs to be paid by the City, then such amount will be deducted from the portion of the Construction Costs otherwise owed by the City hereunder. In the event the fair market value of the Future Development Property exceeds the aggregate portion of the Construction Costs to be paid by the City, then Love's shall pay such difference to the City in immediately available funds by check or wire transfer as reasonably directed by the City.

**4. DEDICATION.** The Harvest Street Work shall be constructed in a good and workmanlike manner and in accordance with the Plans. City reserves the right to inspect any/all construction at any time. The Harvest Street improvements, after confirmation by the City that such improvements are in accordance with the Plans, shall be dedicated to City. Thereafter, City shall accept the dedication and be solely responsible for the operation and maintenance of Harvest Street, subject, however, to the following: (i) Love's shall provide "As-Built" construction drawings of the Harvest Street improvements in digital format, and (ii) City maintenance responsibilities are subject to a one year maintenance period by Love's, which may be assigned by Love's to the contractor.

**5. CONVEYANCE OF FUTURE DEVELOPMENT PROPERTY.** As partial consideration for Love's obligation to undertake and complete the Harvest Street Work, the City agrees to transfer and convey the Future Development Property to Love's by Warranty Deed in the form attached hereto as Exhibit H (the "Deed"). Within ten (10) days following the acceptance and dedication of the Harvest Street Work in accordance with this Agreement, the City shall deliver a fully executed and acknowledged original of the Deed to Love's. Love's shall be responsible to pay {00164428.DOCX;2}

(i) any transfer or conveyance tax and (ii) the costs associated with filing and recording the Deed associated with the conveyance of the Future Development Property.

**6. DEFAULT AND REMEDIES.** Except as otherwise provided in this Agreement, if a party breaches any provision of this Agreement and fails to remedy such breach within twenty (20) days of notice thereof (unless such cure is not reasonably possible within such 20-day period and the breaching party has commenced and is pursuing with reasonable diligence such cure), the non-breaching party may institute legal action against the defaulting party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by Law or in equity. In addition to the foregoing, any amounts due and owing to a party hereunder shall accrue interest at the rate of twelve percent (12%) per annum until paid in full. All remedies hereunder shall be deemed cumulative and not exclusive.

**7. NOTICE.** All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) facsimile transmission, to the addresses set forth below (unless changed in accordance herewith). Notice will be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if provided by facsimile, upon receipt of proof of transmission.

**To Love's:**

Love's Travel Stops & Country Stores, Inc.  
Attn: Real Estate Coordinator  
10601 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
Tel: (405) 463.8619  
Fax: (405) 936.7219

**To City:**

The City of Garden City, Kansas  
Attn: Steve Cottrell  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

**with copy to:**

[At same address]  
Attn: Amy E. Guzzy, General Counsel  
Tel: 405.302.6576  
Fax: 405.463.3576

**8. INDEMNITY.** To the fullest extent allowed by applicable Laws, each party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party, its affiliates and their respective, managers, members, officers, directors, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) arising from or in relation to (i) any breach of this Agreement or the performance of its rights or obligations by the Indemnifying Party (or any person acting at its direction or on its behalf); and/or (ii) the gross negligence or willful misconduct of the Indemnifying Party (or any person acting at its direction or on its behalf), except to the extent such claims, losses, costs, damages, liabilities, or expenses are a result of the action, inaction, gross negligence or willful misconduct of any of the Indemnified Parties. The obligations of this Section 8 shall survive the expiration, termination or completion of this Agreement.

**9. MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against either party, but shall be construed as if jointly prepared by the parties, it being understood and agreed that each party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto. If any provisions of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so

as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the parties or their respective successors and assigns. This Agreement is not assignable by the City. This Agreement shall be governed by, interpreted and enforced, in accordance with the laws of the State of Kansas. In the event a party hereto commences litigation or other legal proceeding against another party to enforce any terms of this Agreement, the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto (including the fees and costs incurred to collect the sums due under this sentence). This Agreement may be executed by facsimile, electronic or original signature of the parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument. The terms and provisions of this Section 9 shall survive the expiration, termination or completion of this Agreement.

[EXECUTION PAGE(S) TO FOLLOW]

ENTERED INTO BY THE PARTIES as of the Effective Date.

**LOVE'S:**

**CITY:**

**LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.,**  
an Oklahoma Corporation

**THE CITY OF GARDEN CITY, KANSAS,**  
a Municipal Corporation

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

By: \_\_\_\_\_  
Name: Janet A. Doll  
Title: Mayor

Date of Execution: \_\_\_\_\_, 2015

Date of Execution: \_\_\_\_\_, 2015

**EXHIBITS**

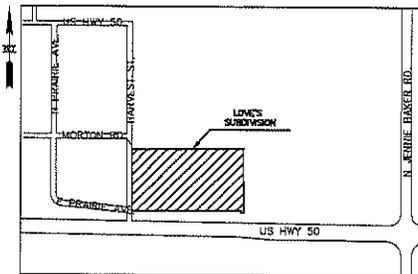
- Exhibit A: Legal Description of Love's Property
- Exhibit B: Legal Description of City Property
- Exhibit C: Allocation of Construction Costs
- Exhibit D: Site Plan and Depiction of Harvest Street Improvements
- Exhibit E: Legal Description of Future Development Property
- Exhibit F: Form of Temporary Construction Easement Agreement
- Exhibit G: Form of Drainage Easement Agreement
- Exhibit H: Form of Warranty Deed

**EXHIBIT A**

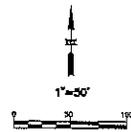
**Legal Description of Love's Property**

# The Final Plat of Love's Subdivision to the City of Garden City, Finney County, Kansas

A Parcel of land located in the Southeast Quarter of  
Section 16, Township 24 South, Range 32 West Finney County, Kansas.



VICINITY MAP

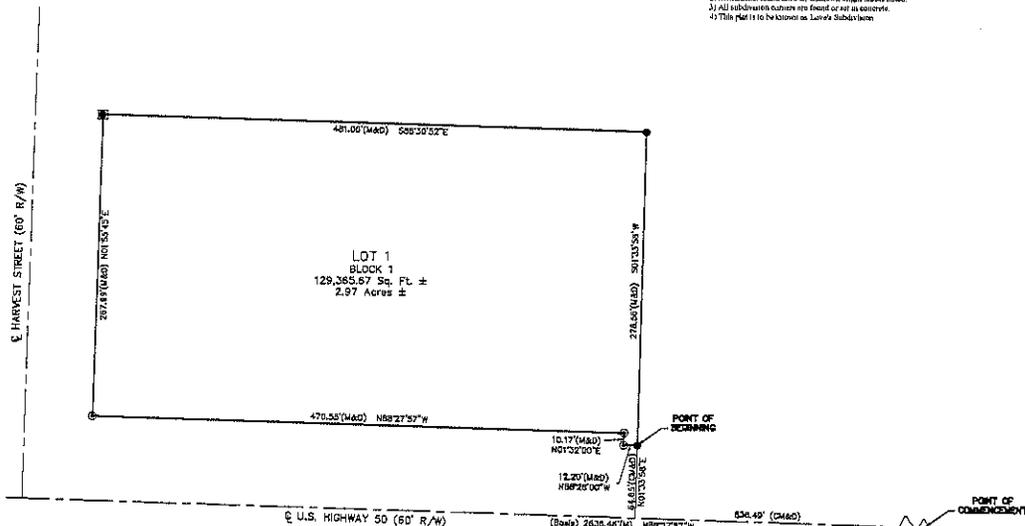


**LEGEND**

- Found 1/2" bar
- Found 1/2" bar & cap
- Found 1/2" bar & cap (11114)
- △ Section Corner
- D Described Distance
- M Measured Distance
- CM Calculated Measure

**PLAT NOTES**

- 1) Date of Survey: Assumed N88°27'57"W along the South line of S16°24'50"W of the 60' R/W, Finney County, KS
- 2) Monuments found have no unknown origin unless noted.
- 3) All distances within this plat are in feet or all in meters.
- 4) This Plat is to be known as Love's Subdivision.



**SOUTHWEST CORNER OF THE SOUTHWEST QUARTER S16°-24'-50"W**  
Found 1/2" rebar as recorded at Finney County Surveyors office and 1001 pins

**SOUTHWEST CORNER S16°-24'-50"W**  
Found 1/2" rebar as recorded at Finney County Surveyors office and 1001 pins

**LEGAL DESCRIPTION**

A parcel of land located in the Southeast Quarter of Section 16, Township 24 South, Range 32 West of the 6th Principal Meridian, Finney County, Kansas, more particularly described as follows:  
Commencing at the Southeast Corner of said section, thence N88°27'57"W along the South Line of said Section a distance of 481.00 feet thence N01°35'43"E a distance of 267.81 feet to a point on the North right-of-way line of US Highway 50 and point 444 being the Point of Beginning, thence N08°26'00"W along said North right-of-way line a distance of 12.20 feet, thence S01°32'00"W along said North right-of-way line a distance of 16.17 feet, thence N88°27'57"W along said North right-of-way line a distance of 470.58 feet to the East right-of-way line of Harvest Street, thence N01°35'43"E along said East right-of-way line a distance of 267.80 feet to the Southeast corner of Lot 6, Block 1 of Clara-Thompson Acres Plat a distance of 481.00 feet, thence S88°27'57"W along said South line a distance of 470.58 feet, thence S01°35'43"E a distance of 274.56 feet to the Point of Beginning.  
Said Parcel contains 2.97 Acres, more or less, and is subject to easements, encumbrances, and reservations of record.

**SURVEYOR'S CERTIFICATE**

STATE OF KANSAS )  
COUNTY OF SEWARD ) SS.  
I, the undersigned, do hereby certify that I am a registered land surveyor in the State of Kansas, with experience and proficiency in land surveying, that the heretofore described project was accepted and published by me, or under my supervision, that all subdivisions hereinafter of the City of Garden City, Kansas have been complied with the provisions of the plat and that all of the measurements and lines herein actually exist and their positions are correctly shown to the best of my knowledge and belief.  
Date of Fieldwork: January 3, 2014  
Given under my hand and seal at Garden City, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Thad C. Reynolds L.S. #1534

**COUNTY SURVEYOR'S CERTIFICATE**

STATE OF KANSAS )  
COUNTY OF FINNEY ) SS.  
This plat has been examined this \_\_\_\_\_ day of \_\_\_\_\_, 2014, for compliance with K.S.A. 82-206.

Vernon L. Olson L.S. #897  
County Surveyor

**COUNCIL COMMENT AND REPLICATION**

STATE OF KANSAS )  
COUNTY OF FINNEY ) SS.  
KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the wife proprietor and owner of the land included within the plat above named, am the only person whose consent is necessary to give said title to said land and I hereby consent to the making and recording of said plat. The public streets, alleys and public utility easements are hereby dedicated to the public for each public use.

IN WITNESS WHEREOF, my consent and declaration are executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Deag Shick, Manager  
Renovate Holdings, LLC

**NOTARY CERTIFICATE**

STATE OF KANSAS )  
COUNTY OF FINNEY ) SS.  
These articles and declarations were acknowledged before me, the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

IN WITNESS WHEREOF, I have set my hand and official seal.  
Honey Pritchard

**HOLD PLAIN GARDEN CITY FINNEY COUNTY AREA PLANNING COMMISSION**

STATE OF KANSAS )  
COUNTY OF FINNEY ) SS.  
This plat has been reviewed and is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014, for compliance with K.S.A. 82-206.

Kath Kester, Planning Director  
Margo Lopez, Chairman

**CITY OF GARDEN CITY**

STATE OF KANSAS )  
COUNTY OF FINNEY ) SS.  
This plat and declaration approved by the City of Garden City Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Kipwe  
Cody Smith, City Clerk

**REGISTER OF DEEDS CERTIFICATE**

<b>EARLES ENGINEERING &amp; INSPECTION, INC.</b>	
Engineers - Surveyors - Construction Inspectors	211 North Kansas
113 W. Iron	Lawrence, Kansas 67501
Salina, Kansas 67401	(785)308-1060
E-mail: <a href="mailto:earles@earlesinc.com">earles@earlesinc.com</a>	
Fax: (785)308-0612	
PROJECT:	TJIS
DATE:	ADS
DESCRIPTION:	TCR
DATE:	7/8/2015
PROJECT:	14-737
PAGE:	1 of 1

The Final Plat of  
Love's Subdivision  
City of Garden City,  
Finney County, Kansas

**EXHIBIT B**

**Legal Description of City Property**

Lot 6, Block 1, Davis Thompson Acres First Addition

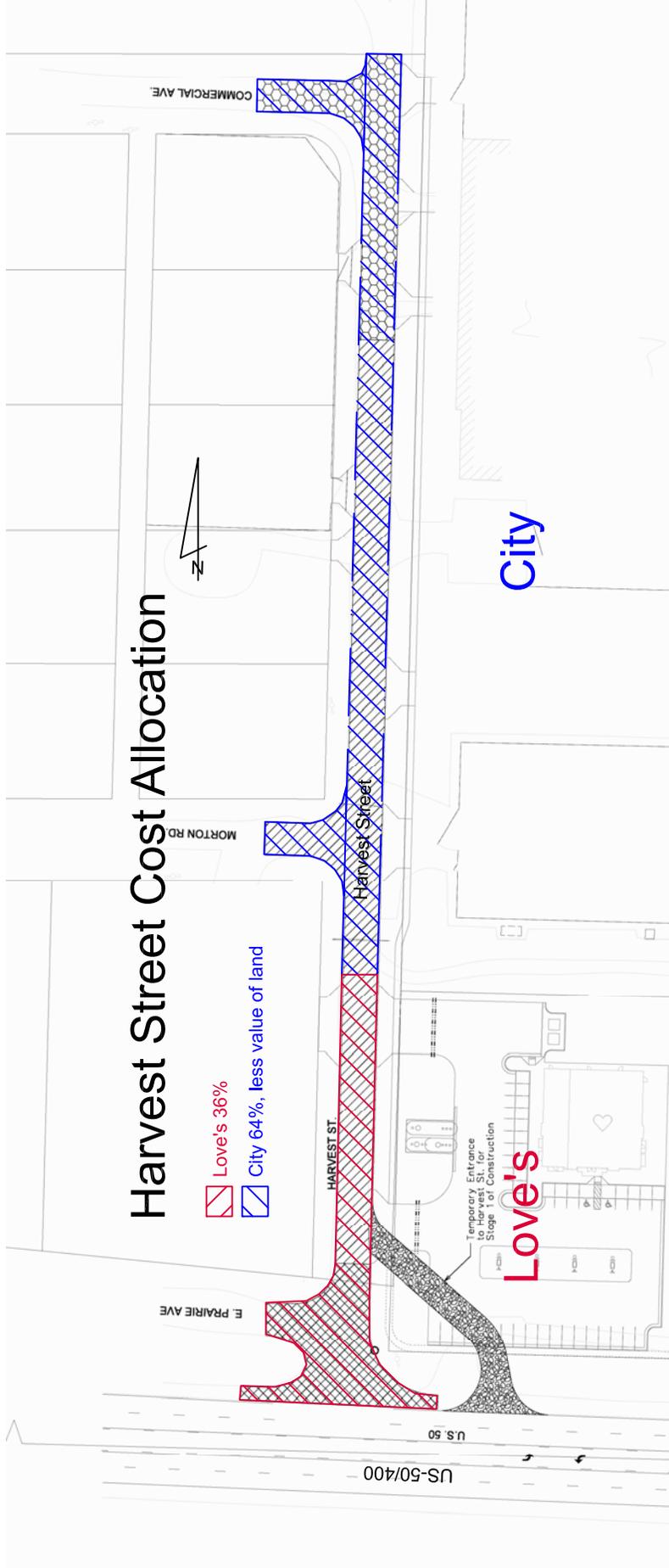
**EXHIBIT C**

**Allocation of Construction Costs**

[To be inserted]

# Harvest Street Cost Allocation

-  Love's 36%
-  City 64%, less value of land

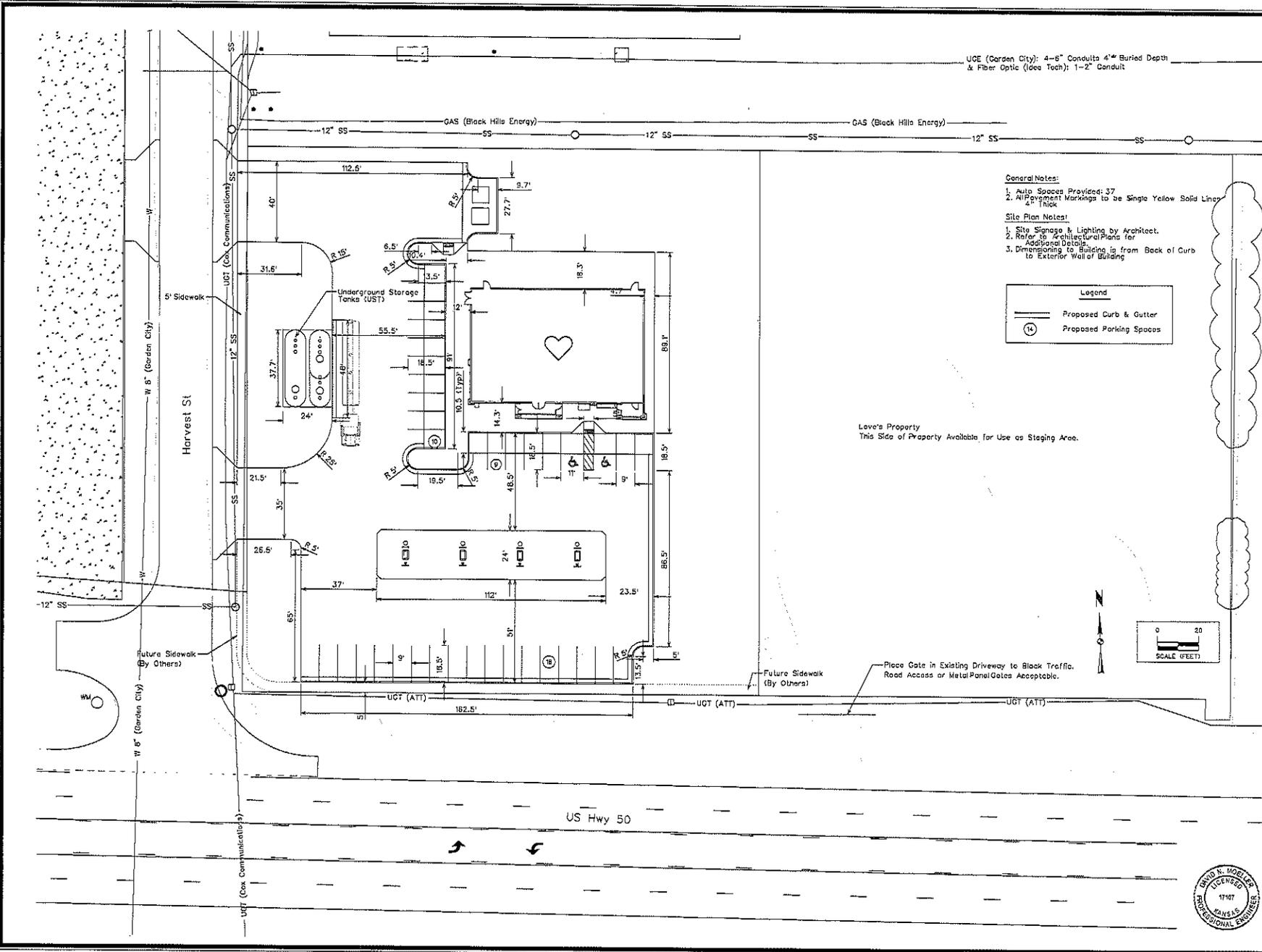


**EXHIBIT D**

**Site Plan and Depiction of Harvest Street Improvements**

[To be inserted]

1/2" = 1' (Horizontal) 1/8" = 1' (Vertical)

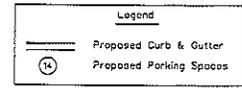


UCE (Garden City): 4-6" Conduits 4' Buried Depth  
 & Fiber Optic (Idea Tech): 1-2" Conduit

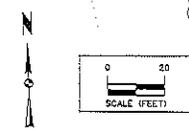
GAS (Block Hills Energy)

GAS (Block Hills Energy)

- General Notes:**
1. Auto Spaces Provided: 37
  2. All Pavement Markings to be Single Yellow Solid Line 4" Thick
- Site Plan Notes:**
1. Site Signage & Lighting by Architect.
  2. Refer to Architectural Plans for Additional Details.
  3. Dimensioning to Building is from Back of Curb to Exterior Wall of Building.



Love's Property  
 This Side of Property Available for Use as Staging Area.



FOR BIDDING AND PERMITTING PURPOSES ONLY

LOVE'S TRAVEL STOP & COUNTRY STORE

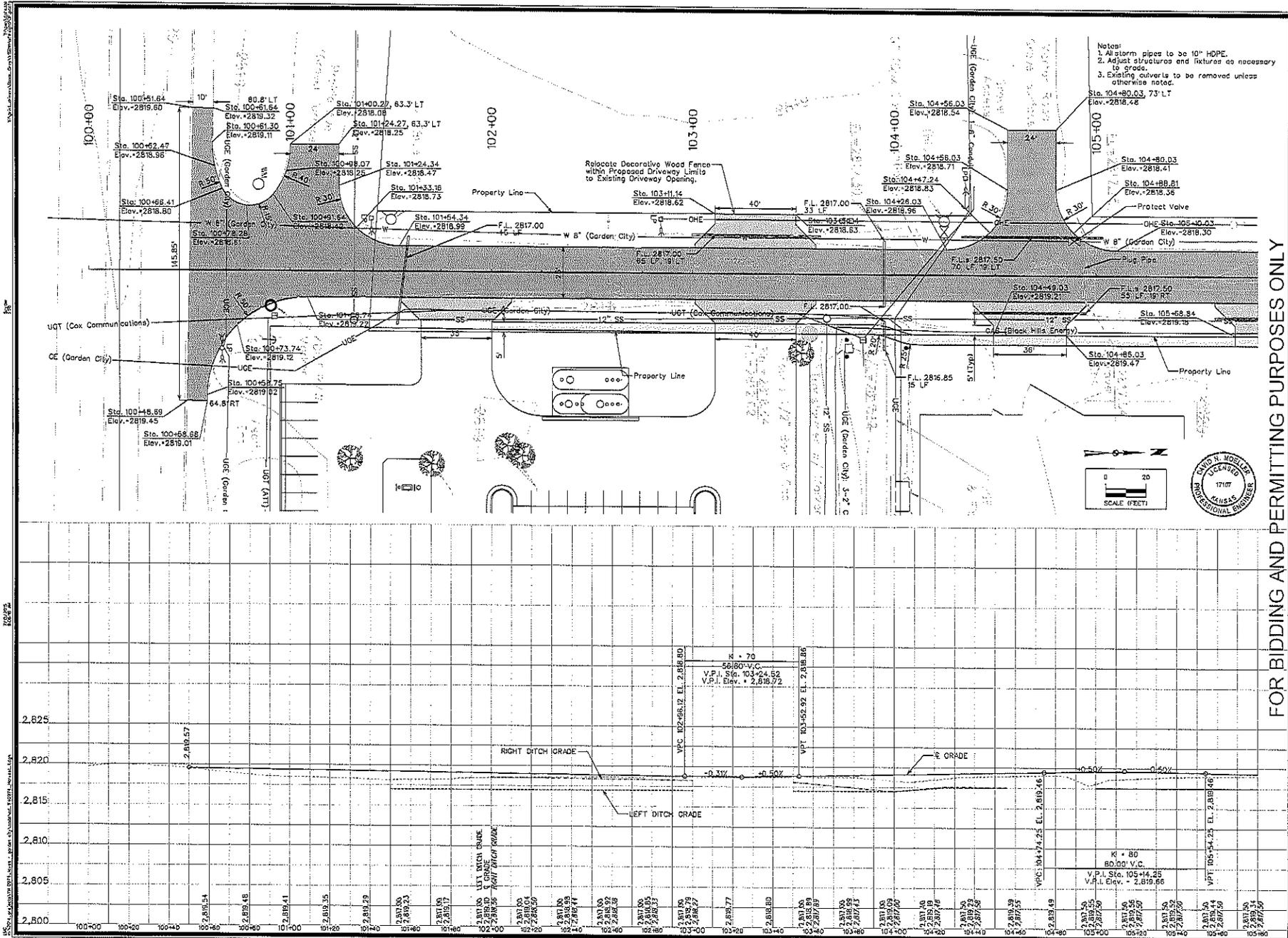
SITE PLAN

SNYDER & ASSOCIATES, INC.

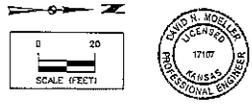
DATE	BY
12.20.14	SS
12.20.14	SS
07-15-15	SS
11/09/14	SS
Project No:	1140974
Sheet	C6



Project No: 1140974  
 Sheet: C6



Notes:  
 1. All storm pipes to be 10" HDPE.  
 2. Adjust structures and fixtures as necessary to grade.  
 3. Existing curbs to be removed unless otherwise noted.



FOR BIDDING AND PERMITTING PURPOSES ONLY

LOVE'S TRAVEL STOP & COUNTRY STORE

HARVEST STREET PLAN & PROFILE

SNYDER & ASSOCIATES, INC.



Project No: 1140974  
 Sheet C12

DATE	11-20-15
SCALE	1" = 20'
TAC	
PROJECT NO.	1140974
SHEET	C12

GARDEN CITY, KS  
 506 S. BOWLING STREET, S.W.  
 GARDEN CITY, KS 66503-4114  
 316.963.0301 | www.snyderandassociates.com



EXHIBIT E

Legal Description of Future Development Property

A parcel of land located in Lot 6, Block 1 of the Davis–Thompson Acres First Addition to the City of Garden City, Finney County, Kansas, more particularly described as follows;

Beginning at the Southwest corner of said Lot 6, Block 1 thence N01°27'43"E along the West line of said Lot a distance of 40.00 feet;

–thence S88°30'52"E a distance of 261.00 feet;

–thence N01°33'58"E a distance of 70.00 feet;

–thence S88°30'52"E a distance of 220.13 feet;

–thence S01°33'58"W a distance of 110.00 feet to the South line of said Lot;

–thence N88°30'52"W along said South line a distance of 481.06 feet to the Point of Beginning.

Said parcel contains 34,653.06 square feet, more or less, and is subject to easements, reservations, and restrictions of record.

**EXHIBIT F**

**Form of Temporary Construction Easement Agreement**

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ (“**LANDOWNER**”) and the **CITY OF GARDEN CITY, KANSAS**, (“**CITY**”).

THE PARTIES HERETO mutually agree as follows:

In consideration of the benefits derived from this street improvement project, LANDOWNER hereby grants to the CITY and its contractors, subcontractors, agents, representatives, and assigns, a temporary construction easement and the right and liberty to enter and occupy the following land in Finney County, Kansas to wit:

for the purpose of roadway construction, reconstruction, drainage improvements, driveways and slope grading. Said right of entry, and occupation, to extend through the period of time necessary to complete the project.

It is further agreed that this right of entry is for the purpose of construction only and that the present right-of-way line shall not be altered or changed unless separately negotiated and acquired. It is further agreed that upon completion of the work, the CITY and its contractors, subcontractors, agents, representatives, and assigns will leave the property in a presentable condition and that the CITY will pay for or reimburse LANDOWNER for material damages to the property.

In Witness Whereof, the undersigned have affixed their signatures on the date above written.

**CITY OF GARDEN CITY, KANSAS**

**LANDOWNER**

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

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

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

EXHIBIT G

Form of Drainage Easement Agreement

DRAINAGE EASEMENT

In consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF GARDEN CITY, KANSAS ("CITY")** hereby grants to **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("**LOVE'S**"), its successors, assigns, lessees, agents, and franchisees, the right, privilege, and authority an easement for surface water drainage from the **LOVE'S** property as more particularly described on Exhibit A attached hereto, over, upon and across that portion of **CITY** property as further described and depicted on Exhibit B attached hereto:

together with the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress. This Easement shall run with the land.

It is expressly understood that the CITY, in granting the use herein specified, has done so without divesting itself of the use and enjoyment of the described premises, subject only to the rights of LOVE'S, its successors, assigns, lessees, agents, and franchisees to use the same for the purposes herein specified.

IN WITNESS WHEREOF, the CITY has caused this Easement Agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF GARDEN CITY, KANSAS

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

STATE OF KANSAS        )  
  ) ss.  
COUNTY OF FINNEY    )

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, as \_\_\_\_\_ of the City of Garden City, Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and 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.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

EXHIBIT H

Form of Warranty Deed

WARRANTY DEED

**The City of Garden City, Kansas, a municipal corporation (“Grantor”), CONVEYS AND WARRANTS TO LOVE’S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation (“Grantee”), all of the following described REAL ESTATE in the County of Finney and the State of Kansas, to-wit (the “Property”):**

For the sum of \$10.00 and other good and valuable consideration.

RESERVING UNTO the Grantor, its successors and assigns, all vested water rights and rights to appropriate water appurtenant to the above-described Property; provided, however, Grantor does expressly waive all rights to use the surface of the above-described Property in the exercise of such reservation.

EXCEPT AND SUBJECT TO: Easements, restrictions, reservations, and leases of record (collectively, the “Permitted Encumbrances”).

TO HAVE AND TO HOLD, the Property with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto Grantee and Grantee’s successors and assigns forever, and Grantor hereby covenants that the Property is free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatever nature, except the Permitted Encumbrances, and that Grantor will warrant and defend title to the Property unto Grantee and Grantee’s successors and assigns forever against every person whomsoever lawfully claiming or to claim the Property or any part thereof.

Dated \_\_\_\_\_, 2015.

\_\_\_\_\_  
STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY    )

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_ who are personally known to me to be the same person who executed the foregoing instrument of writing and 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.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

{00164428.DOCX;2}



# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: August 12, 2015  
Re: An ordinance establishing the Reserves at Prairie Ridge Phase III RHID.

---

**ISSUE:** The public hearing and adoption of the Development Plan and establishment of the Rural Housing Incentive District (RHID) for the Reserves at Prairie Ridge Phase III is brought before the Commission.

**BACKGROUND:** As required by the RHID Statute, the final phase of the Reserves at Prairie Ridge comes before the commission to adopt the attached Development Plan and to establish the RHID for the Reserves at Prairie Ridge Phase III.

The third phase of the Reserves at Prairie Ridge will be located on the north portion of the existing development at 3201 N. Campus Drive. This is the final phase of this development, and it will consist of two (2) sixteen (16) unit apartment buildings. Parking will be provided on site for the apartments. The apartments will have cable and washer and dryer hookups.

If the Ordinance is adopted, the County, USD 457, and Garden City Community College, as taxing entities, will then have thirty (30) days in which to evaluate the proposed RHID to determine if it has an adverse effect on their jurisdiction and to adopt a resolution stating as such. If no such resolutions are passed, then the Ordinance shall be in effect. If within that timeframe any of the taxing entities passes such a resolution, then the City will need to take action to repeal the Ordinance as required by statute.

**ALTERNATIVES:**

1. The Commission may elect to adopt the attached ordinance.
2. The Commission may elect to not adopt the attached ordinance.

**RECOMMENDATION:** Staff recommends approval of the resolution.

**FISCAL NOTE:** The developer will be using private financing to fund the eligible costs of the RHID. The City will reimburse property tax increments to the developer over the life of the project, which is up to fifteen (15) years.

COMMUNITY  
DEVELOPMENT  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

**INSPECTIONS**  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

**CODE COMPLIANCE**  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

**PLANNING AND ZONING**  
620-276-1170  
[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (RESERVES AT PRAIRIE RIDGE PHASE III)**

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**WHEREAS**, K.S.A. 12-5242 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the State of Kansas (the "State") with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the City of Garden City, Kansas (the "City") has an estimated population of 30,761, is located in Finney County, Kansas which has a population of 41,069 and therefore constitutes a city as said term is defined in this act; and

**WHEREAS**, on February 20, 2015, the Governing Body of the City has updated the Community Housing Assessment Team Report originally dated December 15, 2008 (CHAT), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, the Governing Body of the City has heretofore adopted Resolution No. 2442-2011 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

**WHEREAS**, the Secretary, pursuant to a letter dated December 12, 2011, authorized the City to proceed with the establishment of Rural Housing Incentive Districts pursuant to the Act; and

**WHEREAS**, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed Rural Housing Incentive District (the "District") in accordance with the provisions of the Act (the "Plan"); and

**WHEREAS**, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;

4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses, and specific interest in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for August 18, 2015, and provided for notice of such public hearing as provided in the Act; and

**WHEREAS**, the Governing Body of the City has heretofore adopted Resolution No. 2638-2015 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for August 18, 2015, and provided for notice of such public hearing as provided in the Act: and

**WHEREAS**, a public hearing was held on August 18, 2015, after due published and delivered notice in accordance with the provisions of the Act; and

**WHEREAS**, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the City of Garden City, Kansas, as follows:

**Section 1. Findings.** The Governing Body hereby finds that due notice of the public hearing conducted August 18, 2015, was made in accordance with the provisions of the Act.

**Section 2. Creation of Rural Housing Incentive District.** A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, in the City of Garden City, Finney County, Kansas:

Lot 3, Block 1, A Replat of the Reserves at Prairie Ridge, to the City of Garden City, Finney County, Kansas

The boundaries of the District do not contain any property not referenced in Resolution No. 2638-2015, which provided notice of public hearing on the creation of the District and adoption of the Plan.

**Section 3. Approval of Development Plan.** The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

**Section 4. Adverse Effect on Other Government Units.** If, within thirty (30) days following the conclusion of the public hearing on August 18, 2015, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

1. The Board of Education of U.S.D. No. 457 determines by resolution that the District will have an adverse effect on such school district; or
2. The Board of County Commissioners of Finney County, Kansas, determines by resolution that the District will have an adverse effect on such county.
3. The Board of Trustees Garden City Community College determines by resolution that the District will have an adverse effect on such community college.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Finney County, Unified School District No. 457, or Garden City Community College.

**Section 5. Reimbursement.** The Act authorizes the City to reimburse the developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act.

**Section 6. Further Action.** The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall be effective upon its passage by the Governing Body of the City of Garden City, Kansas and publication one time in the official City newspaper.

**PASSED** by the Governing Body of the City of Garden City, Kansas and signed by the Mayor on August 18, 2015.

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JANET A. DOLL, Mayor

ATTEST:

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CELYN N. HURTADO,  
City Clerk

APPROVED AS TO FORM:

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RANDALL D. GRISELL, City Counselor

**DEVELOPMENT PLAN  
FOR THE RESERVES AT PRAIRIE RIDGE, PHASE III RURAL HOUSING INCENTIVE DISTRICT  
OF THE CITY OF GARDEN CITY, KANSAS  
August, 2015**

## **INTRODUCTION**

On September 20, 2011 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution 2442-2011 that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to the Act. (K.S.A. 12-5219 et seq.)

Following the adoption of Resolution 2442-2011, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On December 12, 2011, the Secretary of Commerce provided written confirmation, approving the establishment of the Prairie Trails Partners, LLC Rural Housing Incentive District (the District) (Resolution 2442-2011, exhibit A-B).

## **DEVELOPMENT PLAN ADOPTION**

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Rural Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

## **DEVELOPMENT PLAN**

As a result of the shortage of quality housing within Garden City, the City proposes this Development Plan to assist in the development of quality housing within the City.

1. The legal description of the Prairie Trails Partners, LLC Rural Housing Incentive District is:

A PORTION OF LOT 2, BLOCK 1, RESERVES AT PRAIRIE RIDGE ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE ALONG THE SOUTH LINE OF SAID LOT 2, ON AN ASSUMED BEARING OF N 89°13'20" W A DISTANCE OF 224.29 FEET; THENCE N 00°00'00" E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 365.18 FEET; THENCE N

90°00'00" E A DISTANCE OF 79.84 FEET; THENCE N 00°00'00" E A DISTANCE OF 28.09 FEET; THENCE N 90°00'00" E A DISTANCE OF 203.00 FEET; THENCE N 00°00'00" E A DISTANCE OF 71.43 FEET; THENCE N 90°00'00" E A DISTANCE OF 197.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S 00°00'00" W ALONG SAID EAST LINE, A DISTANCE OF 34.61 FEET; THENCE S 90°00'00" W A DISTANCE OF 140.16 FEET; THENCE S 00°00'00" W A DISTANCE OF 83.00 FEET; THENCE S 90°00'00" W A DISTANCE OF 56.98 FEET; THENCE S 00°00'00" W A DISTANCE OF 56.10 FEET; THENCE S 90°00'00" W A DISTANCE OF 246.97 FEET; THENCE S 00°00'00" W A DISTANCE OF 155.80 FEET; THENCE N 90°00'00" E A DISTANCE OF 188.42 FEET; THENCE S 00°00'00" W A DISTANCE OF 138.23 FEET TO THE POINT OF BEGINNING. CONTAINS 1.71 ACRES, MORE OR LESS. END OF DESCRIPTION.

A map of the District is attached as **Exhibit A** to this document.

2. The assessed valuation of all real estate within the District for 2014 is \$33,900.00.
3. The name and address of the owner of record for the real estate with in the District is:  
Prairie Trails Partners III, LLC  
5345 151<sup>ST</sup> Terrace  
Leawood, KS 66224
4. The housing and public facilities project that are proposed to be constructed include the following:  
**Housing Facilities**  
The housing facilities will be composed of two multi-family sixteen-plex residences. Each individual family unit will have laundry hookups, cable television hookups and onsite parking.  
**Public Facilities**  
Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.
5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Owner of Real Property: Prairie Trails Partners III, LLC  
5345 151<sup>st</sup> Terrace  
Leawood, KS 66224

Developer: Overland Property Group, LLC  
(Site Work and Infrastructure) 5345 151<sup>st</sup> Terrace  
Leawood, KS 66224

Individuals with Specific Interest Brett Johnson  
5345 151<sup>st</sup> Terrace  
Leawood, KS 66224

Pat Beatty  
5345 151<sup>st</sup> Terrace  
Leawood, KS 66224

Rex Vanier  
5345 151<sup>st</sup> Terrace  
Leawood, KS 66224

6. The Governing Body of the City entered into a Development Agreement with Overland Property Group, LLC a Kansas limited liability company, in August of 2015. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.
7. The City's Finance Director conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. the analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

DEVELOPMENT PLAN – EXHIBIT A  
MAP OF THE PRAIRIE TRAILS PARTNERS, LLC  
RURAL HOUSING INCENTIVE DISTRICT



The Reserves at Prairie Ridge Phase III



**DEVELOPMENT PLAN – EXHIBIT B  
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS**

<b>Cost of infrastructure Improvements</b>
\$ 630,703.00

<b>Unimproved land</b>	<b>2014 Value</b>	<b>Property Class</b>	<b>Mill Levy</b>	<b>Annual Tax Amount</b>
2.74 Acres	\$33,900.00	12%	0.145971	\$593.81

<b>Lot Details</b>	<b>Land + Building Value</b>	<b>Property Class</b>	<b>Mill Levy - 20 mils to USD 457</b>	<b>Post Improvement Annual Tax</b>	<b>Annual Tax - Original Tax Amount</b>	<b>Rebate Over 15 Years</b>
2 16-Unit Apartment Building	\$1,072,000.00	11.5%	0.125971	\$ 15,529.70	\$ 14,935.89	\$ 224,038.42

If the buildings are valued at \$1,072,000.00, the increment tax for 15 years would total approximately \$224,038.42. This would be \$406,664.58 less than the amount spent on the infrastructure.

**DEVELOPMENT PLAN – EXHIBIT C  
DEVELOPMENT AGREEMENT**

**Development Agreement  
Reserves at Prairie Ridge, Phase III  
32 Units**

**THIS DEVELOPMENT AGREEMENT** (hereinafter “Agreement”), entered into this 18th day of August, 2015, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **PRAIRIE TRAILS PARTNERS III, LLC** a Kansas limited liability company, with its principal place of business in Overland Park, Kansas (hereinafter “Developer”).

**RECITALS**

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a multi-family residential development to be known as “Reserves at Prairie Ridge” (hereinafter “the Development”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on *Exhibit A*, further described as Phase 1 of Prairie Trails Partners, LLC Project, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of multi-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Finney County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I**

**DEFINITIONS**

**1.1 Definitions.** As used in this Agreement, the following words and terms shall have the meaning set forth below:

**Agreement**—means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

**City**—means the City of Garden City, Kansas

**Concept Site Plan**—means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as **Exhibit C** hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

**Construction Plans**—means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

**Developer**—means Prairie Trails Partners III, LLC, a Kansas limited liability company, with its principal place of business in Leawood, Kansas or its permitted successors or assigns in interest.

**Development Area**—means the collective areas described in **Exhibit B** attached hereto and incorporated herein by reference.

**Development Costs**—means the total amount spent or expected to be spent by Developer to construct the Work.

**Development Project**—means quality multi-family residences to be constructed in the Development Area in accordance with the Concept Site Plan.

**Governing Body**—means the City Commission of Garden City, Kansas.

**Internal Infrastructure Improvements**—means the water, sanitary sewer, electric improvements necessary for the Development and located within the boundaries of the Development Area, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development.

**Material Change**—shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or the change in the footprint or material change in the exterior.

**Mayor**—means the Mayor of Garden City, Kansas or his duly authorized agent.

**Plans and Specifications**—means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City.

**Project Costs**—means all costs associated with the completion of the Public Improvement and all associated legal, engineering, and other soft costs as described on the cost estimates set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

**Property**—means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in **Exhibit A** attached hereto and incorporated by this reference.

**Public Improvements**—means the electric, sewer, and water improvements which will be owned, operated and maintained by the City of Garden City.

**Related Third Party**—means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

**Rural Housing Incentive District**—means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

**Substantial Completion**—means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

**Unit**—means each individual apartment unit in a multi-family residence development.

**Work**—means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the multi-family residences and structures, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

## ARTICLE II

### RURAL HOUSING INCENTIVE DISTRICT

**2.1 PRELIMINARY RESOLUTION.** Governing Body has heretofore adopted Resolution No. 2442-2011 on November 5, 2011, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an intent to establish Rural Housing Incentive Districts within City, which would include the Property.

**2.2 DEPARTMENT OF COMMERCE FINDING.** Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On December 12, 2011, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District. The City adopted the Rural Housing Incentive District in accordance with the Local Residential Housing Finance Law under Article 52 of the Kansas Statutes.

**2.3 FURTHER PROCEEDINGS.** The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan and establish a Rural Housing Incentive District that includes the

Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246

### ARTICLE III

#### CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

**3.1 Development Project Construction Schedule.** Developer shall commence construction of the Development Project and Internal Infrastructure Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

a. In conjunction with the Development Project, the parties acknowledge that Prairie Trails Partners III, LLC has applied for low-income housing tax credits

**3.2 CONSTRUCTION OF THE DEVELOPMENT PROJECT.** Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

**3.2.1 CONSTRUCTION CONTRACTS; INSURANCE.** Developer may enter into one or more construction contracts to complete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

**3.3 CONCEPT SITE PLAN.** Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site plan is hereby approved by the Parties. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project provided, however, that Developer may not make Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

**3.4 CONSTRUCTION OF INTERNAL INFRASTRUCTURE IMPROVEMENTS.** Developer shall construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development

Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project and in accordance with the Subdivision and Zoning Regulations or as approved by the Governing Body.

**3.4.1 ACQUISITION OF EASEMENTS, PERMITS.** Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered a Project Cost. City shall cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

**3.4.2 CONSTRUCTION CONTRACTS; INSURANCE.** Developer may enter into one or more construction contracts to compete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services. Public bidding will not be required for the improvements directly undertaken by the Developer; however, all plans for public improvements shall require approval of City staff and comply with City inspection and testing requirements.

**3.4.3 REIMBURSEMENT/COST PAYMENT PROCESS.** All requests for reimbursement or payment of Project Costs from the City Project Fund shall be made in a Certificate of Project Costs request, the form attached hereto as **Exhibit E**, which Certificate shall be signed by the Developer Representative. The Developer shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, or other information reasonably requested by the City to confirm that such costs were incurred, and are Project Costs which do not exceed the budgeted amount for the applicable work as shown on the Eligible Costs (see Exhibit D). The Developer may submit electronic documentation, provided that original documents are also delivered to the City by mail or delivery. Certificates of Project Costs must be submitted prior to receiving reimbursement through the Project Fund.

The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Project Costs is submitted, to examine the supporting documentation and others' records relating to all expenses related to the invoices to be paid to determine that (1) the request constitutes Project Costs; (2) the expense was incurred; (3) no Developer Event of Default is outstanding, and no fact or circumstance exists which upon notice and the passage of time, would ripen into a Developer Event of Default; and (4) there is no fraud on the part of the Developer. The City may

request and obtain from the Developer and other parties such other information as is reasonably necessary for the City to evaluate compliance with the terms of this Agreement.

The City shall have seven (7) business days after receipt of a Certificate of Project Costs and all other documentation referred to above to review and respond by written notice to the Developer indicating acceptance of the Certificate, disapproval of the Certificate, or documenting any deficiency in such Certificate. If the submitted Certificate and supporting documentation are acceptable, the City shall approve the Certificate and make, or cause to be made reimbursement or Project Costs paid by Developer from the Project Fund. The Project Fund is funded by the taxes collected on the improved properties located within the boundaries of this approved RHID district. If the City notifies the Developer of any deficiency or of its disapproval of a Certificate of Project Costs, the Developer shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to the City. City shall notify Developer within five (5) business days of the receipt of Developer's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, the City shall reimburse the Developer for any approved Project Costs described in such Certificate, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.

Right to Inspect and Audit. The Developer agrees that, up to one (1) year after a Project Cost is submitted to the City for reimbursement, with reasonable advance notice and during normal business hours, the City shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to such Project Cost (including, but not limited to, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, and paid receipts and invoices, which relate to such Project Cost).

**3.4.4 CERTIFICATION OF SUBSTANTIAL COMPLETION.** Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements and/or Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit F**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Internal Infrastructure Improvements, Developer will dedicate to City, and City will accept, title to the Public Improvements designated on **Exhibit D**. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Internal Infrastructure Improvements from that date forward, and shall maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in city. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the

maintenance of operation of the Internal Infrastructure Improvements for the betterment of the Development Project.

## **ARTICLE IV**

### **FINANCING OBLIGATIONS**

**4.1 FINANCING OF PUBLIC IMPROVEMENTS.** All costs of the Internal Infrastructure Improvements shall be paid in cash or finance by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the Project Costs, those amounts paid to the Treasurer of the City, as a result of this Project, pursuant to K.S.A. 12-5250 (b)(2)(A). These payments shall be made within thirty (30) days of receipt of such funds from the County Treasurer beginning in 2016 and shall continue until such time as the Project Costs have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Finney County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

## **ARTICLE V**

### **GENERAL PROVISIONS**

**5.1 CITY'S RIGHT TO TERMINATE.** In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach, provided, however, that if such breach is not reasonably curable within thirty (30) days after receipt of notice of breach from the City, the Developer shall have such additional time as may be reasonably required to cure such breach.

**5.2 DEVELOPER'S RIGHT TO TERMINATE.** In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article IV* hereof) and fails to cure such default or breach within thirty (30) days after receipt of written notice from Developer of such default or breach, provided, however, that if such breach is not reasonably curable within thirty (30) days after receipt of notice of breach from the City, the Developer shall have such additional time as may be reasonably required to cure such breach.

**5.3 SUCCESSORS AND ASSIGNS.**

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any

part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.

- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

- 5.4 REMEDIES.** Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default; provided, however, that if a cure could not reasonably be obtained within such thirty (30) days, Developer shall have a reasonable extension of time as may be required to effect a cure. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District.

For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

**5.5 FORCE MAJEURE.** Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

**5.6 NOTICES.** Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

a. In the case of Developer, to:  
Overland Property Group, LLC  
5345 W. 151<sup>st</sup> Terrace  
Leawood, KS 66224  
Attention: Brett Johnson  
Phone: (913) 396-6310  
Fax: (913) 396-6312

b. In the case of City, to:  
City of Garden City, Kansas  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
Attention: City Clerk  
Phone: (620)276-1170  
Fax: (620)276-1173

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 5.6**.

**5.7 CONFLICT OF INTEREST.** No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

**5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.**

(a.) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

- (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
- (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
- (iii.) Workers Compensation insurance, with statutorily required coverage.

(b.) The policies of insurance required pursuant to clauses (i.) and (ii.) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i.) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to

this section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

**5.9 INSPECTION.** Developer shall allow City and its employees, agents and representatives to inspect, upon request and upon reasonable notice, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

**5.10 CHOICE OF LAW.** This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

**5.11 ENTIRE AGREEMENT: AMENDMENT.** The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

**5.12 COUNTERPARTS.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

**5.13 SEVERABILITY.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**5.14 REPRESENTATIVES NOT PERSONALLY LIABLE.** No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

**5.15 LEGAL ACTIONS.** If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

**5.16 RELEASE ANAD INDEMNIFICATION.** The indemnifications and covenants contained in this **Section 5.16** shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of **subsection 5.16.7** of this Agreement.

**5.16.1** Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

**5.16.2** Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

**5.16.3** City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton misconduct or negligence of City and its Governing Body members, officers, agents, servants and employees.

**5.16.4** All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

**5.16.5** No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

**5.16.6** Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way

connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

**5.17 COST OF THE LEGAL FEES.** Upon execution of this Agreement, Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Health Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

**5.18 SURVIVAL.** Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in **Section 5.16** of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

## ARTICLE VI

### REPRESENTATIONS OF THE PARTIES

**6.1 REPRESENTATIONS OF CITY.** City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

**6.2 REPRESENTATIONS OF DEVELOPER.** Developer hereby represents and warrants it has full corporate power to execute and Deliver and perform the terms and obligations of this Agreement and

all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

**CITY OF GARDEN CITY, KANSAS**

By: \_\_\_\_\_  
Janet A. Doll, Mayor

Dated: August 18, 2015

**ATTEST: (SEAL)**

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

**PRAIRIE TRAILS PARTNERS III, LLC**

By: \_\_\_\_\_  
Brett Johnson  
Member

Dated: August 18, 2015

## **SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT**

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for the Reserves at Prairie Trails Partners, LLC Project
Exhibit C	Reserves at Prairie Ridge Site Development Plan
Exhibit D	Eligible costs for the Reserves at Prairie Ridge Phase III Project
Exhibit E	Certification of Project Costs Form
Exhibit F	Certification of Substantial Completion Form

**EXHIBIT A**

**PROPERTY DESCRIPTION**

LOT 3, BLOCK 1, REPLAT OF THE RESERVES AT PRAIRIE RIDGE ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lot 3, Block 1, A Replat of the Reserves at Prairie Ridge, to the City of Garden City, Finney County, Kansas

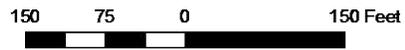
END OF DESCRIPTION.

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR THE PRAIRIE TRAILS PARTNERS, LLC PROJECT



The Reserves at Prairie Ridge Phase III





**EXHIBIT D**

**ELIGIBLE COSTS FOR  
RESERVES AT PRAIRIE RIDGE PHASE III**

The Reserves at Prairie Ridge Phase III Site Work Estimates:

<b>GARDEN CITY SITE WORK ESTIMATES</b>	
Haul Off - Dem-Dump Fees	\$ 8,400.00
Construction Staking	\$ 9,500.00
Earthwork	\$ 72,713.00
Erosion Control	\$ 600.00
Dirt Testing	\$ 4,500.00
Concrete Testing	\$ 4,500.00
Trucks and Fuel	\$ 10,500.00
Excavation Equipment Rental	\$ 10,632.00
Termite Control	\$ 2,040.00
Pavement Marking	\$ 2,383.00
Concrete Paving	\$ 177,100.00
Concrete Walks	\$ 29,835.00
Water Tap Fees	\$ 6,500.00
Water Distribution	\$ 32,000.00
Sanitary Sewage	\$ 21,840.00
Sewer Connect Fees	\$ 1,100.00
Irrigation	\$ 18,560.00
Landscaping	\$ 30,000.00
Footing and Foundation Sub	\$ 138,000.00
Land	\$ 50,000.00
	\$ 630,703.00

\*Upon substantial completion, public improvements shall be dedicated to the City of Garden City.

**EXHIBIT E**

**CERTIFICATION OF SUBSTANTIAL COMPLETION FORM**

The undersigned, on behalf of Prairie Trails Partners III, LLC (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of August 18, 2015 (the Development Agreement) by and among the City of Garden City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: \_\_\_\_\_

PRAIRIE TRAILS PARTNERS III, LLC

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

Prairie Trails Partners III, LLC

Brett Johnson

Member

**EXHIBIT F**

**CERTIFICATION OF PROJECT COSTS FORM**

**THE RESERVES AT PRAIRIE RIDGE PHASE III DEVELOPMENT AGREEMENT**

To: City Manager; City Engineer  
Garden City, Kansas

RE: The Reserves at Prairie Ridge Phase III Development Agreement

*Terms used in this Certificate and not otherwise defined here shall have the meanings given them in The Reserves at Prairie Ridge Phase III Development Agreement dated as of \_\_\_\_\_, 2014 ("Agreement") between the City of Garden City, Kansas and Prairie Trails Partners, LLC.*

In connection with the Agreement, the undersigned Developer Representative hereby certifies as follows:

1. Each item listed in Schedule 1 hereto is a Project Cost and was incurred in connection with the Project.
2. These Project Costs are payable to the parties shown on Schedule I or have been paid by the Developer and are reimbursable under the Agreement.
3. Itemized invoices, receipts or other evidence of such Project Costs are enclosed.
4. Each item listed in Schedule 1 has not previously been paid or reimbursed from money derived from City Obligations Project Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement and the approved plans for the work.

8. The Developer is not in default or breach of any term or condition of the Agreement or the Development and Funding Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

Prairie Trails Partners III, LLC

By \_\_\_\_\_  
Name (Printed) Brett Johnson  
Title Member

Approved for payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Steven F. Cottrell, P.E.  
City Engineer



# Old Business

# ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 13 August 2015

**RE:** 2015 BOND ISSUE

## ISSUE

Bond Counsel Mary Carson has prepared an ordinance related to the 2015 General Obligation Bond issue, specifically authorizing the 2015 KLINK project for Governing Body consideration and approval.

## BACKGROUND

At your last meeting the Governing Body authorized proceeding with the 2015 G.O. Bond issue, which has been scheduled 11:00 am on September 1<sup>st</sup>. One step in the process is consideration and approval of the attached ordinance authorizing the 2015 KLINK project.

## ALTERNATIVES

- 1) Adopt the Ordinance.
- 2) Defer action to a later date.

## RECOMMENDATION

Staff recommends that the Governing Body adopt the Ordinance.

## FISCAL

The first payment on the 2015 GO Bonds has been included in the 2016 budget.

*Steve Cottrell*



## **Engineering Department**

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

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

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

(Published in *The Garden City Telegram* on August \_\_, 2015)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY OF GARDEN CITY, KANSAS TO CONSTRUCT CERTAIN MAIN TRAFFICWAY IMPROVEMENTS IN THE CITY AND AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

WHEREAS, K.S.A. 12-685 to 12-690, inclusive (the “Act”) authorizes the City of Garden City, Kansas (the “City”) to construct main trafficway improvements and to issue general obligation bonds of the City to pay costs of the improvements; and

WHEREAS, pursuant to Ordinance No. 2250 of the City passed on October 28, 2003 (Section 86-11 of the City Code), the City has designated Kansas Avenue within the City limits, as a main trafficway as provided in the Act; and

WHEREAS, the governing body of the City has determined it necessary to make the public improvements described in Section 1 of this Ordinance (the “Project”); and

WHEREAS, the governing boy of the City finds it necessary to authorize the Project and provide funds to pay the cost of the Project through the issuance of general obligation bonds of the City in an amount not to exceed \$515,000.00

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

**Section 1.** Pursuant to the authority of the Act and Ordinance No. 2250, the City authorizes the construction of the reconstruction of Kansas Avenue from 350 feet west of Belmont Place to Anderson Street at a total estimated cost of \$1,012,000.00, with \$506,000.00 to be paid by the City and the balance paid by the state of Kansas (Project No. 156-28 U-0154-01). This does not include costs of issuance.

**Section 2.** General obligation bonds of the City, in an amount not to exceed \$515,000.00, are authorized to be issued under the Act to pay the costs of the Project and all things necessary and related to the Project, including costs of issuance at \$9,000.00. Temporary Notes of the City may be issued, to pay for a portion of the costs of the Project until the general obligation bonds authorized by this Ordinance may be issued. This Ordinance shall constitute a declaration of official intent pursuant to U.S. Treasury Regulation, §1.150-2.

**Section 3.** This Ordinance shall be in full force and effect from and after its adoption by the governing body of the City and publication one time in the official City newspaper.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas, on August 18, 2015.

CITY OF GARDEN CITY, KANSAS

[Seal]

---

Janet Doll, Mayor

ATTEST:

---

Celyn N. Hurtado, City Clerk

# New Business



## ***MEMORANDUM***

**TO:** GOVERNING BODY

**FROM:** Steve Cottrell

**DATE:** 13 August 2015

**RE:** TRAFFIC IMPACT STUDY – MEADOWLARK DAIRY  
NUTRITION LLC DEVELOPMENT

### **Engineering Department**

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

Alex L. Mestdagh, P.E.  
Project Engineer

### ISSUE

Governing Body consideration and approval of an agreement with Wilson & Company, Salina, for a Traffic Impact Study and Surveying for the Meadowlark Dairy Nutrition LLC dairy processing plant.

### BACKGROUND

The City started the consultant selection process for the Traffic Impact Study (TIS) and highway design related to the milk processing plant last spring. An RFQ was sent to six qualified firms on April 15<sup>th</sup>. The TIS contract could be extended for the engineering design services for the Bypass and Schulman roadway improvements.

Four submittals were received from:

- PEC, Wichita
- Wilson & Company, Salina
- SMH Consultants, Manhattan
- Earles Engineering & Inspection, Inc., Salina & Liberal

A selection committee consisting of Mayor Doll, Carol Davidson, and C.W. Harper held interviews with the four firms on May 13<sup>th</sup> and 15<sup>th</sup>. The shortlisted firms were H.W. Lochner, Inc., Wilson & Company and SMH Consultants. Following the interviews, the committee selected Wilson & Company for Governing Body consideration and approval. Further action was postponed until the Governing Body considered and approved the Meadowlark development agreement at your last meeting.

Wilson & Company has the accompanying and contract and scope of services for the TIS and surveying. The TIS and Surveying contract will be extended for the engineering design services and construction inspection for the US-83 and access road improvements after KDOT has approved the TIS and we know what improvements will be required.

### ALTERNATIVES

- 1) The Governing Body may accept the Wilson & Company proposal, and authorize execution of the agreement.

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1130  
FAX 620.276.1137  
[www.garden-city.org](http://www.garden-city.org)



- 2) The Governing Body may request consideration of one of the other consultants.

RECOMMENDATION

Staff recommends acceptance of the Wilson & Company proposal, in an amount not to exceed \$24,700.00, and authorize for the Mayor and City Clerk to execute the agreement.

FISCAL

Cost of the TIS and surveying will be paid from the City Capital Project line item No 053-17-000-6171.02.

**Engineering  
Department**

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

Alex L. Mestdagh, P.E.  
Project Engineer

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1700 East Iron Ave.  
Salina, KS 67401  
785-827-0433 phone  
785-827-5949 fax

Alaska  
Arizona  
California  
Colorado  
Kansas  
Louisiana  
Minnesota  
Missouri  
Nebraska  
New Mexico  
Texas  
Utah

11 August 2015

Steve Cottrell  
301 N. 8<sup>th</sup> Street  
P.O. Box 998  
Garden City, KS 67846

Subject: Letter of Agreement – Traffic Impact Study and Surveying for  
Proposed Powdered Milk Industrial Site on US-83, Garden City, Kansas

Dear Steve Cottrell:

Thank you for considering Wilson & Company for the traffic impact study for access to a proposed industrial facility in Garden City, Kansas. Specifically, a study will be performed to provide access to a proposed powdered milk industrial site on the east side of US-83 located at the existing gravel driveway approximately 1,200 feet south of BNSF railroad. The proposed access will be located at the same point as an existing gravel plant located off the west side of US-83.

The following outlines our scope of work/services, compensation, timeline, and billing terms:

#### PROFESSIONAL ENGINEERING SERVICES – TRAFFIC IMPACT STUDY, PROPOSED INDUSTRIAL FACILITY, GARDEN CITY, KANSAS

**Purpose** - The purpose of this work is to provide a Traffic Impact Study for a proposed new a 320,000 sf plant to make powdered milk. The facility will have 220,000 sf on ground level and other sections of building up to 143' high. The present goal is to be in production no later than the second quarter of 2017, with the facility operating 24/7/365. Access to the proposed facility will be via a driveway located off the east side of US-83 approximately 1,200 feet south of BNSF railroad tracks, in Garden City, Kansas. The new access will be shared with an existing gravel driveway to a gravel plant on the west side of US-83.

#### **Scope of Services:**

##### **Traffic Impact Study Scope:**

1. Obtain from the KDOT a copy of the most recent ADT volumes for US-83 in the vicinity of Garden City, KS.

2. Obtain from the City or Owner a current site plan for the proposed development.
3. Obtain from the Owner the following information for the proposed development:
  - a. Start and finish times for proposed shift work.
  - b. Estimated number of entering and exiting worker vehicles.
  - c. General directions workers will come from and go to.
  - d. Estimated number of entering and exiting delivery vehicles.
  - e. Estimated arrival and departure times of delivery vehicles.
  - f. General directions delivery vehicles will come from and go to.
  - g. Photo or specifications of all trucks expected to use the access driveway.
4. Collect A.M. and P.M. peak hour turning movement counts at the study intersection listed below during the periods of 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M. on a typical weekday:
  - i. Approximately 1,200 feet south of BNSF railroad at the gravel road/US-83 intersection
5. Based on traffic counts collected, estimate trip distributions for the proposed development during a typical weekday A.M. and P.M. peak hours. The trip distribution estimates will be reviewed with project stakeholders and modified as needed.
6. Using Synchro and/or HiCAP traffic analysis software, conduct capacity analyses at the study intersection and proposed site driveways. Identify necessary improvements to maintain acceptable intersection operations at the study intersections for the following scenarios:
  - Existing conditions
  - Year of buildout (2017) with the proposed development
7. Based on KDOT Access Management Guidelines, determine if a left-turn lane and or a right-turn lane is required on US-83.
8. Prepare a report summarizing the findings and recommendations of the study, including recommended/proposed turn lanes and taper lengths. A total of six (6) paper copies and an electronic copy of the study will be submitted to be distributed to KDOT and the various stakeholders.

**Surveying Scope:**

1. Survey description and Limits
  - a. Wilson & Company will perform a ground survey sufficient to produce 1 foot contours; compile planimetric features, data will be formatted per KDOT standards. Our Surveying group will; locate monuments necessary to establish the US-83 centerline and East right of way through the survey limits
  - b. Survey limits of US-83 from the north end of the river bridge to the south end of the railroad bridge. Project length is approximately one half mile. Mapping width will extend from the west right of way to 50' east of the east highway right of way.
2. Control Survey
  - a. Control will be based on NAD 83, Kansas State Plane South Zone modified to ground and NAVD 88 for vertical
  - b. Our field crews will conduct a primary GPS static network within the corridor using NGS monuments and CORS stations. Rebar with aluminum caps stamped with their respective names and or control points from the provided survey by Mathews will be located approximately every 1,200 feet. These points along with the NGS monuments and CORS station will consist of the primary control network. Once the primary control is complete a combined scale factor will be calculated to bring up the control network to a modified state plane coordinate system.
3. Location Survey
  - a. Field crews will locate all tie in points as discussed with the engineers
  - b. Collect surface features to develop DTM
  - c. Conduct a sign inventory
  - d. Collect all drainage structures and obtain inverts on all manholes and pipes
  - e. Coordinate with the Kansas One Call to locate the utilities within the survey limits.
4. Right of Way Determination
  - a. The survey by Dave Mathews will be used to locate the right of way and property boundary. Our field crews will locate right of way monuments, property corners, and control points set by Dave Mathews within the project area to tie the two surveys.
  - b. Wilson & Company will not research within the KDOT and Finney County to obtain any right of way maps, survey plats, maps, deeds or any documents to determine the existing right of way or boundary locations.

5. Deliverables

- a. Deliverables will be in KDOT Standards.
- b. All data deliverables will be digital only.
- c. Mapping data will include:
  - i. DTM
  - ii. Contours
  - iii. Planimetric
  - iv. Survey points text files
  - v. Alignment INP
  - vi. Control and Benchmarks report

**Design Scope:** To be negotiated upon completion of the Traffic Impact Study

**Compensation:**

Total compensation for completion of the above scope of services is a lump sum fee of **\$24,700.00.**

**Timeline for Completion of Project:**

Delivery of the completed Traffic Impact Study and survey will be four (4) weeks from receiving the Traffic Impact Study scope item No. 3 information.

**Billing Terms:**

The fee will be billed upon delivery of the report at the completion of the project. Payments to the Engineer shall be made within seven (7) days after receipt by the Owner of the Application for Payment. Amounts due and not paid shall bear interest at the rate of 1.5% per month or the highest legal rate, whichever is less. Engineer shall be entitled to its attorney's fees and costs in any action to recover amounts due and unpaid.



Please review the Standard Terms and Conditions included with this letter. If you agree upon the terms and conditions in this letter and the attached document, please sign both documents and return it by email.

Please give me a call at (785) 820-2660 if you have any questions.

Sincerely,

WILSON & COMPANY

A handwritten signature in blue ink that reads "L. Tyler Glissman".

L. Tyler Glissman, PE  
Principal

I agree to the terms and conditions outlined above and have reviewed the enclosed Standard Terms & Conditions document.

City of Garden City, Kansas

\_\_\_\_\_  
*Signature*

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

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

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



**WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**  
**STANDARD TERMS AND CONDITIONS**

- 1. Standard of Care.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- 2. Compensation.** For the scope of services stated in the attached Agreement, Client agrees to pay Consultant the compensation stated in the attached Agreement. Consultant agrees to submit invoices every four weeks for services rendered in the manner and format stated in the attached Agreement.
- 3. Mutual Indemnification.** To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- 4. Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- 5. Dispute Resolution.** Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect as of the date of this agreement.
- 6. Termination of Contract.** Client may terminate this Agreement with fourteen days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with fourteen days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
- 7. Hazardous Environmental Conditions.** It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).



**WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS**  
**STANDARD TERMS AND CONDITIONS**

- 8. **Ownership of Documents.** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.
  
- 9. **Use of Electronic Media.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.
  
- 10. **Construction Phase Services.** If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
  
- 11. **Opinions of Cost.** When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**By Consultant:**

**By Client:**

\_\_\_\_\_  
  
 Signature

\_\_\_\_\_  
 \_\_\_\_\_  
 Signature

By: L. Tyler Glissman

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

Title: Principal

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

# Consent Agenda

**GARDEN CITY REGIONAL AIRPORT  
AMENDMENT TO AGREEMENT FOR CUSTODIAL SERVICES**

**THIS AMENDMENT TO AGREEMENT FOR CUSTODIAL SERVICES** (Amendment), by and between:

**CITY OF GARDEN CITY, KANSAS**, a municipal corporation, City,

and

**JORGE ROMERO, D/B/A JET AIR CLEANERS**, Contractor.

---

This Amendment shall be part of the Agreement for Custodial Services, dated August 21, 2012, and entered into by the parties identified above.

1. Exhibit A referred to in paragraph 2 of the Agreement for Custodial Services, Scope of Services, is hereby replaced with Exhibit A attached hereto and incorporated herein by reference.
2. Paragraph 3 of the Agreement for Custodial Services, Payment, is hereby amended, and the following is substituted as paragraph 3:
3. PAYMENT. In consideration of the services provided by Contractor, City shall pay the monthly sum to Contractor as follows:

September 2015 to August 2017	\$2,829.75 per month
September 2017 to August 2019	\$2,971.24 per month
September 2019 to August 2020	\$3,119.80 per month

The monthly sum shall be due on the 10th day of each month for the preceding month's services, with the first payment due on October 10, 2015. Contractor shall submit to City a monthly invoice for payment by City.

This Amendment shall become effective the 1st day of September, 2015.

All terms and conditions of the Agreement for Custodial Services not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Amendment to Agreement for Custodial Services on the dates set forth below.

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
JANET A. DOLL

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
JORGE ROMERO  
d/b/a JET AIR CLEANERS  
Contractor

## Garden City Regional Airport – Air Traffic Control Tower

EXTENT OF SERVICE	FREQUENCY OF SERVICE			
	DAILY	WEEKLY	EVERY TWO WEEKS	MONTHLY
<b>CONTROL TOWER OFFICE</b>				
Empty wastebaskets	X			
Dust all exposed filing cabinets, bookcases and shelves (Client's papers on desks, drafting tables, filing cabinets, etc. are not to be disturbed)	X			
Dust all furniture including desks, chairs, tables	X			
Clean counter tops	X			
Spot clean desk tops	X			
Dust telephones	X			
Clean and sanitize drinking fountains	X			
Dispose of trash	X			
Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.	X			
Low dust all horizontal surfaces to hand heights, including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.	X			
Dust wood paneled surfaces		X		
Wash wastebaskets		X		
Sanitize telephones		X		
<b>WASHROOMS/BATHROOMS</b>				
Clean, sanitize and polish all vitreous fixtures, including toilet bowls, urinals, hand basins	X			
Clean and polish all chrome fittings	X			
Clean and sanitize toilet seats	X			
Clean all glass and mirrors	X			
Remove spots, stains, splashes from wall around sinks	X			

## Garden City Regional Airport – Air Traffic Control Tower

EXTENT OF SERVICE	FREQUENCY OF SERVICE			
	DAILY	WEEKLY	EVERY TWO WEEKS	MONTHLY
Empty all containers and disposals	X			
Wash and sanitize exterior of all containers	X			
Refill all towel, tissue, soap, and napkin dispensers to normal limits	X			
Spot clean metal partitions	X			
Deodorize	X			
Sweep and mop floors	X			
Dust metal partitions	X			
Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings	X			
Low dust all horizontal surfaces to hand heights, including sills, ledges, molding, shelves, ducts, etc.	X			
Wash waste receptacles		X		
Clean wall areas next to sinks		X		
Sanitize metal partitions				X
Dust all areas to hand height				X
Clean and sanitize tile walls				X
Clean heat and air ducts				X
High dust all surfaces				X
<b>TOWER CAB STAIRWELL</b>				
Vacuum carpet and dust handrails		X		
<b>FLOORS - TILE</b>				
Restore finish as needed	X			
Dust mop stairs			X	
Damp mop stairs				X
Clean and polish baseboards				X

## Garden City Regional Airport – Air Traffic Control Tower

EXTENT OF SERVICE	FREQUENCY OF SERVICE			
	DAILY	WEEKLY	EVERY TWO WEEKS	MONTHLY
<b>CARPETS</b>				
Preventive vacuum care	<b>X</b>			
Inspect for spots - remove if possible	<b>X</b>			
Vacuum entire area		<b>X</b>		
<b>SECURITY</b>				
Leave notice of any irregularities	<b>X</b>			
Turn off lights, except those to be left on	<b>X</b>			

## Garden City Regional Airport – Main Terminal and Office Area

EXTENT OF SERVICE	FREQUENCY OF SERVICE					
	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	AS DIRECTED
<b>GENERAL, OFFICES, SECURITY ROOM, LOBBY AND LOUNGE</b>						
Empty wastebaskets	<b>X</b>					
Dust all furniture including desks, chairs, tables	<b>X</b>					
Clean counter tops	<b>X</b>					
Spot clean desk tops	<b>X</b>					
Clean and sanitize telephones	<b>X</b>					
Clean and sanitize drinking fountains	<b>X</b>					
Dispose of trash	<b>X</b>					
Dust all exposed filing cabinets, chairs, furniture, tables, bookcases and shelves (Client's papers on desks, drafting tables, filing cabinets, etc. are not to be disturbed)		<b>X</b>				
Low dust all horizontal surfaces to hand height (70"), including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc.		<b>X</b>				
Clean and polish furniture including desks, chairs, cabinets, plus sides, panels and partitions		<b>X</b>				
Wash or damp wipe all wastebaskets as required		<b>X</b>				
Dust wood paneled surfaces		<b>X</b>				
Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, sills, foyer glass, etc.			<b>X</b>			
Damp clean diffuser outlets and adjacent area in ceiling				<b>X</b>		
High dust all horizontal surfaces above hand height, including shelves, moldings, ledges, pipes, ducts, heater outlets, etc.					<b>X</b>	
Remove dust and cobwebs from ceiling areas						<b>As required</b>

### Garden City Regional Airport – Main Terminal and Office Area

EXTENT OF SERVICE	FREQUENCY OF SERVICE					
	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	AS DIRECTED
Dust venetian blinds						X
<b>WASHROOMS/BATHROOMS</b>						
Sweep, mop and sanitize floors	X					
Clean, sanitize and polish all vitreous fixtures, including toilet bowls, urinals, hand basins	X					
Clean and polish all chrome fittings	X					
Clean and sanitize toilet seats	X					
Clean all glass and mirrors	X					
Empty all containers and disposals, insert liners as required	Twice					
Wash and sanitize exterior of all containers - hand dryer, towel and toilet paper holders	X					
Refill all towel, tissue, soap, and napkin dispensers to normal limits	Twice					
Deodorize	X					
Wash or damp wipe all wastebaskets as required	X					
Spot clean metal partitions		X				
Dust metal partitions		X				
Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings		X				
Clean wall areas next to sinks		X				
Wash and sanitize metal partitions		X				
Low dust all horizontal surfaces to hand heights, including sills, ledges, molding, shelves, ducts, etc.			X			
Wash and sanitize ceramic walls			X			
Damp clean diffuser outlets and adjacent area in ceiling				X		
Clean heat and air vents				X		

## Garden City Regional Airport – Main Terminal and Office Area

EXTENT OF SERVICE	FREQUENCY OF SERVICE					
	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	AS DIRECTED
Strip old wax, re wax and buff					Spring	
High dust all surfaces				X		
High dust all horizontal surfaces above hand height, including shelves, moldings, ledges, pipes, ducts, heater outlets, etc.					X	
<b>FLOORS - TILE</b>						
Dust mop or sweep	X					
Buff waxed floors		X				
Clean baseboards				X		
Remove scuff marks						As required
Refinish to maintain adequate protective coating (non-skid)						As required
<b>CARPETS</b>						
Vacuum open areas	X					
Inspect for spots - remove if possible	X					
Special cleaning service as required by bad weather						As required
<b>WALLS AND CEILINGS</b>						
Clean all heater and air conditioner vents			X			
Remove spots, marks, stains, etc			X			
Rough clean for repainting where needed					X	
<b>FURNITURE - VINYL</b>						
Damp wipe	X					
<b>WINDOWS AND GLASS PARTITIONS</b>						
Clean interior glass windows, doors and partitions		X				
Clean exterior glass windows and doors			X			

### Garden City Regional Airport – Main Terminal and Office Area

EXTENT OF SERVICE	FREQUENCY OF SERVICE					
	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY	AS DIRECTED
<b>BUILDING EXTERIOR</b>						
Sweep outside main entrance, north and south breezeway areas	<b>X</b>					
Empty outside trash containers on east side of Terminal		<b>X</b>				
<b>SECURITY</b>						
Leave notice of any irregularities	<b>X</b>					
Turn off lights, except those to be left on	<b>X</b>					
Lock all doors	<b>X</b>					



**COMMUNITY  
DEVELOPMENT  
DEPARTMENT**  
SERVING THE  
CITIES OF  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

INSPECTIONS  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

CODE  
ENFORCEMENT  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

PLANNING AND  
ZONING  
620-276-1170  
[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. BOX 998  
GARDEN CITY, KS  
67846-0499  
620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

## MEMORANDUM

**DATE:** August 18, 2015  
**TO:** Mayor & City Commission  
**FROM:** Kaleb Kentner, Planning & Community Development Director  
**cc:** File  
**RE:** 2015 Vegetation Mowing Applicant

---

**Issue:** 2015 Vegetation Mowing Applications for Code Violations

**Background:** The Community Development Department has received an application from Eleazar Carias for the 2015 vegetation mowing season at the following rates:

Small Lots- \$30/ hour  
Large Lots- \$70/ hour

Lot size is determined by the Code Compliance Officer.

**Alternatives:**

1. City Commission may approve the applicant.
2. City Commission may not approve the applicant.
3. City Commission may take no action.

**Recommendation:** Staff recommends approving Mr. Carias application.

**Fiscal Impact:** Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through either collections or through specials assessed to the property.

# Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT  
ADVISORY BOARD MINUTES  
JULY 9, 2015**

**5:30 P.M. MEETING CALLED TO ORDER**

**MEMBERS PRESENT**

Ed Fischer, Darin Germann, Max Meschberger, and Steve Ziegler.

**MEMBERS ABSENT**

Charlie Robinson, Ken Frey, and Marlo Miller

**STAFF PRESENT**

Rachelle Powell and Miranda Benedict

**ITEM 1 PUBLIC COMMENT**

No public comment.

**ITEM 2 APPROVAL OF JUNE 11, 2015 MINUTES**

Max Meschberger made a motion to approve the June 11, 2015 Airport Advisory Board minutes. Darin Germann seconded the motion. The motion passed unanimously.

**ITEM 3 NOTICE OF AIRPORT LAYOUT PLAN CHANGE**

Staff explained the *Notice of Airport Layout Plan Change* with the Airport Advisory Board.

**ITEM 4 DIRECTOR'S REPORT**

Staff discussed the Director's Report with the Airport Advisory Board.

**ITEM 5 MONTHLY REPORTS**

Staff reviewed the monthly reports with the Airport Advisory Board.

**ITEM 6 BOARD MEMBER COMMENTS**

- A. Ed Fischer – No comment.
- B. Charlie Robinson – Absent.
- C. Ken Frey – Absent.

- D. Marlo Miller – Absent.
- E. Darin Germann – Requested a tour of the snow removal equipment building; staff will plan accordingly.
- F. Max Meschberger – No comment.
- E. Steve Ziegler – No comment.

**ITEM 7      ADJOURNMENT**

Darin Germann made a motion to adjourn. Max Meschberger seconded the motion. The motion passed unanimously.

**HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION  
AGENDA**

Thursday, August 20, 2015  
9:00 A.M. City Commission Chamber – Garden City, Kansas

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify this office at (620) 276-1170 no later than 48 hours prior to the scheduled commencement of the meeting.

<b>8:30 A.M.</b>	<b>WORKSHOP - AGENDA REVIEW BETWEEN STAFF AND COMMISSION MEMBERS</b> <i>Public Comments/questions are welcome - NO DECISION CAN BE RENDERED.</i>
------------------	---

- I. CHAIRMAN CALLS REGULAR MEETING TO ORDER
- II. APPROVAL OF MINUTES- JULY 16, 2015.
- III. PUBLIC COMMENT - Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)
- IV. GENERAL STAFF REPORT AND UPDATE
- V. SUBMITTAL OF EXHIBITS FOR THE RECORD
  - A. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended
  - B. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
  - C. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
  - D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
  - E. All application files in their entirety including Staff Reports
- VI. BUSINESS
  - o *Staff Report & Applicant Presentation*
  - o *Public Hearing*
  - o *Staff or Applicant Address Public Hearing Comments*
  - o *Commission Action*

**NEW BUSINESS:**

- FC2015-57:** To consider a Clarification of Ambiguity at 4285 Lamonte Pl, at the request of Mary J. Balderrama.
- FC2015-49:** To consider a plat of the Russell Child Development Center, located approximately North of Mary St. on Jennie Barker Rd., at the request of Ben Rumbaugh.
- FC2015-55:** To consider a plat of the JesseCo Addition, 2101 W. Maple St., at the request of Ken Parks.
- FC2015-47:** To consider a plat of Peters Tract 1, 4435 E. Plymell Rd., at the request of Ben Rumbaugh.
- FC2015-48:** To consider rezoning 4435 E. Plymell Rd. from “A” Agricultural District to “R-R” Rural Residential District, at the request of Ben Rumbaugh.
- FC2015-52:** To consider a plat of the Saloga Addition, 2460 E. Tennis Rd., at the request of Dave Matthews.
- FC2015-51:** To consider rezoning 2460 E. Tennis Rd. from “A” Agricultural District to “R-R” Rural Residential District, at the request of Eugene Saloga.
- FC2015-54:** To consider a plat of the Bulkley Addition, 3801 E. Spruce St., at the request of Ken Parks.
- FC2015-53:** To consider rezoning 3801 E. Spruce St. from “I-1/I-2” Light-Medium Industrial District to “R-R” Rural-Residential District, at the request of Edwin Terry Pahl.
- FC2015-46:** To consider rezoning 2460 N. Jennie Barker Rd. from “L-R” Low Density Residential District to “G-C” General Commercial District, at the request of Randy Wildeman.
- FC2015-50:** To consider rezoning 322 E. Hillside Dr. from “I-3” Heavy Industrial District to “R-R” Rural Residential District, at the request of Justin Parks.

**VII. ADJOURN**

**MINUTES**

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION**

July 16, 2015

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, July 16, 2015 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8<sup>th</sup> Street, Garden City, Kansas.

**I. CALL TO ORDER**

Chairman Lopez called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Howard, Member Gigot, Member Germann, Member Schwindt, Member Law, Member Laubach and Chairman Lopez. Also present were Secretary Kentner, Staff Davidson, Staff Fisher and Staff Thibault.

**II. APPROVAL OF MINUTES- June 18, 2015**

*Member Laubach* makes motion to approve the minutes from May 21, 2015. *Member Law* seconds the motion. Votes were taken by yeas and nays and recorded as follows:

Germann	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

**III. PUBLIC COMMENT- Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**

**IV. SUBMITTAL OF EXHIBITS FOR THE RECORD**

- A. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended**
- B. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
- C. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
- D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- E. All application files in their entirety including Staff Reports**

**NEW BUSINESS**

**FC2015-44 Rezone of 3229 N. VFW Rd. From “A” to “I1/I2”, Charles Henry Trust**

*Staff Fisher reads staff report.*

*OPEN PUBLIC COMMENT*

*CLOSE PUBLIC COMMENT*

*Member Law* – So are there two signs or just one?

*Secretary Kentner* – Basically, the action that you are considering is strictly the re-zoning of this property so that he can put up one sign on this property and then he can put up, he already owns all of this, it’s already properly zoned, he can put up a sign over there. The reason that he bought this property was so that he could put up a sign on the corner. So he bought that piece of property and as far as we know he’s comfortable with re-zoning it. He’s applied for this re-zoning, his main purpose is – he is not going to build anything on this property, he just wants a directional sign on the corner. So that traffic coming from VFW or from the North or the South can see the sign and get people back there.

*Member Laubach* – When you sent the notices out, was there any response?

*Secretary Kentner* - No

*Chairman Lopez* – I was just curious about making it an industrial zone, and all the things that would be allowable but then, the size of the lot. 1 1/3 acres, I don’t think that would be conducive to anything great going in there.

*Secretary Kentner* – Yea, really, the shape and size of that lot, because of the set-backs that would be required, it would be difficult to build anything. Actually, they bought it from the State, the state owned it and they picked it up during the right-of-way allocation.

*Member Laubach* – I’m just curious, could he have actually gone direct to the county Board of Zoning Appeals and got a waiver or some kind of conditional use for the signage rather than go through with the re-zoning?

*Secretary Kentner* – No, because the zoning regulations are pretty straight-forward about what the regulations are on that and he has the ability now with the variance procedure that was passed. The whole purpose of that was to try to avoid waivers. The Governing Body would rather not see that and go by the regulations. I don't believe there are any issues that we are aware of on this.

*Staff Fisher* – Kaleb, as an answer to Mario's question, he would be required to buffer the industrial use from the neighboring residential.

*Chairman Lopez* – Well, there's not very much room for a buffer. That was the only concerns that I had and I think you have addressed that. Any further comments or questions?

**MEMBER LAUBACH MAKES MOTION TO APPROVE THE REZONING REQUEST**  
**MEMBER SCHWINDT SECONDS MOTION.**

Votes were taken by yeas and nays and recorded as follows:

Germann	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

**H2015-41 Rezone of 101 S. Main St. in Holcomb From "R-2" to "R-1A, Thatcher Developments**

*Staff Fisher reads staff report.*

**OPEN PUBLIC COMMENT**

**CLOSE PUBLIC COMMENT**

*Member Laubach* – I have a question. 101 S Main, that is that address is Lots 1, 2, and 3?

*Staff Fisher* – For now, that will be re-addressed.

*Secretary Kentner* – Yes, that will be re-addressed.

*Member Laubach* – Just trying to get an idea of what we will be approving here.

*Secretary Kentner* – On the plat it's the ones marked as 1, 2 and 3, which I have highlighted in blue which will be converted into 3 multi-family.

*Chairman Lopez* – I think it will be nice to see that area developed.

**MEMBER LAUBACH MAKES MOTION TO APPROVE THE RE-ZONING REQUEST.**  
**MEMBER LAW SECONDS MOTION.**

Votes were taken by yeas and nays and recorded as follows:

Germann	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

**H2015-42,43 Thatcher Addition Prelim/Final Plat, Dave Matthews**

*Staff Fisher reads staff report.*

*Chairman Lopez* – Will this be handled as just one motion?

*Secretary Kentner* – No, it will need two actions. One for the preliminary plat and one for the final plat.

*Chairman Lopez* – Ok. Is there any questions or discussions on this?

**MEMBER LAUBACH MAKES MOTION TO APPROVE PRELIMINARY PLAT.**  
**MEMBER GERMANN SECONDS MOTION.**

Votes were taken by yeas and nays and recorded as follows:

Germann	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

*MEMBER LAUBACH MAKES MOTION TO APPROVE FINAL PLAT.  
MEMBER GERMANN SECONDS MOTION.*

Votes were taken by yeas and nays and recorded as follows:

Germann	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

**GC2015-45 Replat of Schulman’s Crossing Phase II, Raymond Bretton – Alpha Land Surveys**

*Staff Davidson reads staff report.*

*Secretary Kentner* – This is very similar to what happened at Dollar Tree and Hobby Lobby. Hobby Lobby actually owns that lot as well.

*Member Lopez* – Any questions or..?

*Member Law* – So the North side now becomes Lot 1?

*Staff Davidson* – That becomes 1B. That lot, there is nothing on it right now, it is completely empty. There is already a building on the 1A side, that is where all the other stores are.

*Chairman Lopez* – Are there any other questions? If not, I would entertain a motion.

*MEMBER LAUBACH MAKES MOTION TO APPROVE THE RE-PLAT.  
MEMBER SCHWINDT SECONDS MOTION.*

Votes were taken by yeas and nays and recorded as follows:

Germann	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

*Meeting adjourned at approximately 9:20 am.*

\_\_\_\_\_  
Mario Lopez  
Doug Laubach

\_\_\_\_\_  
Chairman  
Vice-Chairman

\_\_\_\_\_  
Kaleb Kentner  
Carol Davidson  
Craig Fisher  
Secretary

FINNUP CENTER FOR CONSERVATION  
EDUCATION

5:00 PM, TUESDAY, AUGUST 4, 2015

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Welcome New ZAB Member
2. Zoo Monthly Report
3. FOLRZ Report
4. Election of New Officers
5. Board Orientation
6. Board Tour Dates

V. OLD BUSINESS

1. Elephant Update

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board  
Minutes of Meeting Held  
Tuesday, August 4, 2015

Members Present: Taylor Freburg, Kathy Diehl, Tammy Rieth, Jimmy Deal, Phil Sloderbeck

Members Absent: Jami Kilgore, Sarah Tighe

Others Present: Kristi Newland, Donna Wohler, Jessica Norton, Whitney Buchman

- I. The meeting was called to order at 5:20
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the July meeting were approved.
- IV. New Business
  - a. Welcome New ZAB Member – Kristi welcomed Phil to the board and introductions were made.
  - b. Zoo Monthly Report – Two female red panda cubs were born. Shingo, the senior giraffe, was euthanized due to declining body condition; liver cancer was found. The pronghorn fawns have all gone to their new homes in other zoos. The male loris and new female loris were introduced to each other off exhibit. Zoo and FOLRZ staff hosted a Kearney County Hospital/UMMAM/Scott County Hospital Doctor cultivation event to bring doctors to the area. The second annual Girl Scout Snooze at the Zoo took place. The hiring process has begun for two Education Specialists. The Maintenance Division worked to make the flamingo pond shallower, has been building shade structures for the rhino and jaguar exhibits, and moved the public fence on the north side of the siamang exhibit for safety reasons.
  - c. FOLRZ Report – Katharyn Phillips was hired as Jessica’s assistant. Jessica passed around the volunteer signup sheet for A Wild Affair which will be held September 12. Carole Geier painted a mural on the front of the giraffe barn.
  - d. Election of New Officers – Jimmy nominated Taylor for Chair. Kathy seconded and the motion passed. Tammy nominated Jimmy for Vice-chair, Kathy nominated Tammy for secretary. Taylor seconded both nominations and the motion passed.
  - e. Board Orientation – Kristi gave Phil a printout of the orientation information and offered a copy to anyone else that would like it.
  - f. Board Tour Dates – The board discussed touring the zoo at the next meeting, then settled on a tour for the October 6 meeting.
- V. Old Business
  - a. Elephant Update – The Elephant Stakeholder Committee visited Omaha’s Henry Doorly Zoo to look at the elephant facilities, and will visit the Cheyenne Mountain Zoo in Colorado Springs next weekend. The Omaha Zoo is building a new \$20 million elephant exhibit with 3 yards which can hold 7 or more elephants. The committee will meet next week to discuss the findings.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 6:15 p.m.

**Next scheduled Meeting is September 1, 2015 at 5:00 p.m.**