

AGENDA
CITY COMMISSION MEETING
Tuesday, December 1, 2015
1:00 P.M.
Amended 11-30-15

- I. **No Pre-meeting.**
- 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. Jose Jaime Garcia, Garcia Golden Ring Circus requests Governing Body consideration of a waiver or reduction in the \$2500 deposit for circus special events.
- B. The City Commission and City Manager Allen wish to take this opportunity to recognize the dedicated service of the following employees who have reached milestones in their service for the City.

For 20 years of service:

Salvador Guerrero	Landscape Maintenance Technician	Parks
Ron Fry	Driver	Solid Waste
Ken Seirer	Battalion Chief	Fire

For 10 years of service:

Tanya Bradley	Senior Master Patrol Officer	Police
Pablo Holguin	Animal Keeper II	Zoo
Jeremy Moore	Lieutenant	Fire
Diana Sanford	Records Clerk	Police
David Smith, Sr.	Master Patrol Officer	Police
Cindy Dhooge	Records Clerk	Police

VII. REPORT OF THE CITY MANAGER.

- A. The term of FCEDC Board member Cathy McKinley is expiring. This position is one of two appointed by the City Commission. Per the Bylaws of the FCEDC, their organization has solicited interest in the position. Interested persons will be interviewed by the City Commission during our scheduled pre-meeting workshop time on January 5, 2016. The City Commission may then choose their representative during the regular meeting that day.

B. Staff has provided several items of information for Governing Body review including the following: from Interim Police Chief Prewitt the monthly activity report, from Finance Director Hitz the monthly sales tax report and from Zoo Director Newland the monthly report.

C. Meetings of note:

- ✓ December 1, 2015 – Mayor’s Christmas dinner at Giardino Restaurant at 6:30 p.m.
- ✓ December 6, 2015 – Evening Christmas Parade at 6:00 p.m.
- ✓ December 7, 2015 – 2015 Annual Finney County Historical Society Commissioner Chili Luncheon, 12:00 p.m. at Finney County Historical Museum
- ✓ December 12, 2015 – Tuba Christmas Concert on Grant Avenue at 3:00 p.m.
- ✓ December 16, 2015 – Garden City Area Chamber of Commerce breakfast at The Golf Club at Southwind – 7:30 a.m.
- ✓ January 25, 2016 – Southwest Kansas Chambers of Commerce “SW Kansas Night Out in Topeka” at Capitol Plaza in Topeka, TBA
- ✓ February 11, 2016 – Garden City Area Chamber of Commerce Banquet, time and location TBA.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

A. Appropriation Ordinance No. 2401-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

A. Governing Body consideration and approval for the renewal of the RHID resolution which outlines the policy and use of RHID’s within the City of Garden City for 2016.

1. Resolution No. _____ - 2015, a resolution making certain findings and determinations as to the need for a Housing Incentive Policy within the City of Garden City, Kansas and setting forth such policy to incentivize housing developments.

B. The Governing Body is asked to consider and approve an Ordinance authorizing the Central Fire Station Addition, acquisition of the JBS property and a Resolution providing for temporary financing.

1. Ordinance No. _____-2015, an ordinance of the City of Garden City, Kansas, authorizing the City to make public building improvements, acquire land for economic development purposes and to acquire water rights, and further authorizing the City to issue General Obligation Bonds in an approximate principal amount of \$4,650,000 to pay costs of the projects.
2. Resolution No. _____-2015, a resolution providing for the issuance of taxable temporary notes of the City of Garden City, Kansas, in the total principal amount of \$4,650,000 to temporarily finance the costs of certain improvements in the city; and providing the terms, details, form and conditions of such notes

X. OLD BUSINESS.

A. None at this writing.

XI. NEW BUSINESS.

A. Governing Body consideration and approval of an agreement for Professional Services between the Southwest Kansas Coalition and Pinegar, Smith & Associates.

B. Governing Body consideration and approval of the distribution of the Downtown Development Fund for the applications that the City has received to date.

1. Hutton Construction
2. Sean Thayer - Brown's Shoe Fit
3. Elva Madrid – The Hot Spot
4. Garnand Funeral Home

C. Governing Body review and consideration of bids received for 2016 Property and Liability insurance coverage.

D. Staff is seeking City Commission concurrence with the recommendation of implementation of the Hay Group Pay Plan for the 2016 Budget year to begin January 1, 2016. The recommendation has been reviewed by the Compensation Committee prior to seeking City Commission approval.

E. Advisory Board Recommendations:

1. Airport Advisory Board – 1 appointment
2. Building Safety Board of Appeals – 6 appointments
3. Garden City Board of Zoning Appeals – 2 appointments
4. Landmarks Commission – 3 appointments
5. Planning Commission – 1 appointment

F. **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 Lease Agreement between Regency Autogroup, Inc. (d/b/a Thrifty Car Rental) and the City of Garden City for lease of office/counter space located at Garden City Regional Airport.
2. Governing Body consideration and approval of the Lease Agreement between Klotz Aviation, LLC and the City of Garden City, Kansas for lease of real property located at Garden City Regional Airport.
3. Governing Body consideration and approval of bids received October 29, 2015 for the 20” Watermain relocation project associated with the Central Fire Station addition.
4. Governing Body consideration and acceptance of an Indigent Defense Agreement authorizing the City of Garden City, Kansas to retain Stephen Cott, an attorney

licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City.

- 5. Governing Body consideration and acceptance of the low bid received by B&H Paving, Inc. on November 24, 2015 for the crack sealing bid.

6. Licenses:

(2014 New)

- a) Love's Construction Class A General
- b) RF Construction, Inc. Class A General

(2016 Renewal)

- c) Circle K Stores #1601 Cereal Malt Beverage
- d) Circle K Stores #1604 Cereal Malt Beverage
- e) Circle K Stores #1620 Cereal Malt Beverage
- f) Pizza Hut #102 Cereal Malt Beverage
- g) Pizza Hut #125 Cereal Malt Beverage
- h) Food Mart #3 Cereal Malt Beverage
- i) Kwik Shop #701 Cereal Malt Beverage
- j) Continental Siding Supply Class B General
- k) Shambaugh & Son, LP Class B General
- l) Adeos Construction Class B General
- m) Bogner Oilfield Services, Inc. Class B General
- n) Brak-Hard Concrete Construction Co., LLC Class B General
- o) Brian Barlow Construction Class B General
- p) Builders Plus Construction, LLC Class B General
- q) Creative Interior Class B General
- r) D.V. Douglass Roofing, Inc. Class B General
- s) G&H Construction Class B General
- t) Hitz Builders Inc. Class B General
- u) J&R Construction LLC Class B General
- v) Mitch's Trim & Cabinetry Class B General
- w) Nuzum Handyman Service Class B General
- x) Jon Ryman Construction Class B General
- y) Prairie Winds Construction, Inc. Class B General
- z) Quality Structures, Inc. Class B General
- aa) Rabb's Construction, LLC Class B General
- bb) Smart Construction Class B General
- cc) The Southard Corporation Class B General
- dd) Whartons Inc. Class B General
- ee) Wildeman Construction Class B General
- ff) Robert Wirth Class B General
- gg) Faith Technologies Inc. Class D-E Electrical
- hh) Wheatland Electric Coop Inc. Class D-E Electrical
- ii) Commercial Sign Company Class D-SI Sign
- jj) Bamford Fire Sprinkler Co., Inc. Class E-BF Backflow
- kk) Dreiling Construction, LLC Class E-SOC Specialized Other
- ll) Dirks Earthmoving Company Class E-SOC Specialized Other
- mm) Joe Amos Construction, Inc. Class E-SOC Specialized Other
- nn) McGraw Fencing & Repair Class E-SOC Specialized Other
- oo) Solida Tree Services Inc. Class E-SOC Specialized Other

G. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(1) pertaining to personnel matters of non-elected personnel and their contractual obligations because if this matter were discussed in open session it might invade the privacy of those discussed.

XII. CITY COMMISSION REPORTS.

A. Mayor Doll

B. Commissioner Law

C. Commissioner Fankhauser

D. Commissioner Cessna

E. Commissioner Dale

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
November 17, 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, November 17, 2015 with all members present except Commissioner Law. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Commissioner Fankhauser moved to approve the request from Bonnie Bribiesca, Graphics Stitching Unlimited, to be recognized as a “Local Business” on the application for an Itinerant Merchant License at 201 W. Kansas Avenue. 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	Absent

The Safety Committee has chosen Michael Hernandez, Foreman in the Cemetery Department, as the third quarter 2015 Safety Recognition winner.

City Manager Allen recognized the efforts of Melinda Hitz, Director of Finance, and her department along with Lewis, Hooper, & Dick, LLC on the occasion of receiving the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association.

City Manager Allen congratulated City of Garden City employees on raising \$23,000 for Finney County United Way during their 2015 campaign drive.

The City received correspondence from Cox Communication regarding the changeover to an all-digital network.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly activity report, from Neighborhood and Development Services Director Kentner the building report, from Cemetery Director Stevenson the monthly activity report, from Finance Director Hitz the monthly financials, from Fire Chief Shelton the monthly activity report, and from Public Utilities Director Muirhead the quarterly utilities report and an irrigation report.

Meetings of note:

- ✓ November 18, 2015 – Garden City Area Chamber Commerce breakfast at The Golf Club at Southwind - 7:30 a.m.
- ✓ November 19, 2015 – Crystal Apple Teacher Recognition banquet at the Clarion Inn at 6:00 p.m.
- ✓ December 1, 2015 – Mayor’s Christmas dinner at Giardino Restaurant at 6:30 p.m.
- ✓ December 6, 2015 – Evening Christmas Parade at 6:00 p.m.
- ✓ December 12, 2015 – Tuba Christmas Concert on Grant Avenue at 3:00 p.m.
- ✓ December 16, 2015 – Garden City Area Chamber of Commerce breakfast at The Golf Club at Southwind – 7:30 a.m.
- ✓ January 25, 2016 – Southwest Kansas Chambers of Commerce “SW Kansas Night Out in Topeka” at Capitol Plaza in Topeka, TBA
- ✓ February 11, 2016 – Garden City Area Chamber of Commerce Banquet, time and location TBA.

Appropriation Ordinance No. 2400-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,923,371.02,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2400-

2015A. 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	Absent

Ordinance No. 2714-2015, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-1” NEIGHBORHOOD SHOPPING DISTRICT TO “R-2” SINGLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (504 Evans),” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2714-2015. 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	Absent

The Governing Body tabled an ordinance authorizing the Central Fire Station Addition and the use of temporary financing to the December 1, 2015 meeting.

Commissioner Cessna moved to approve (subject to minor changes or additions made by counsel) a purchase agreement for the former Con-Agra plant currently owned by JBS Swift. 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	Absent

Commissioner Fankhauser moved to approve a request from Garden City Recreation Commission for \$41,500 for 2015 Big Pool operations. 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	Absent

Commissioner Cessna recommended that the City Manager set guidelines or a procedure for the City’s role and the Recreation Commission’s role in maintaining property and operations.

Commissioner Cessna moved to approve the recommendation from staff to allow participation in either the Neighborhood Revitalization Program (NRP) or the new Downtown Development Fund (DDF) but not both. 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	Absent

Commissioner Fankhauser moved to approve a Supplemental Agreement No. 1 with Wilson & Company, Salina, for designing the highway and access improvements for the Meadowlark Dairy Nutrition LLC dairy processing plant. 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	Absent

Commissioner Cessna moved to approve the 2016 City of Garden City Legislative Policy documents. 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	Absent

Commissioner Fankhauser moved to approve the 2016 Southwest Kansas Coalition (SKC) Legislative Policy documents. 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	Absent

Commissioner Cessna moved to approve and appoint Donna Lightner to an unexpired term on the Zoo Advisory Board from December 2015 – July 2017 and Ryan Derstein to an unexpired term on the Zoo Advisory Board from December 2015 – July 2018. 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	Absent

Commissioner Dale moved to approve the following:

1. Governing Body consideration and approval of a deed from the City to O’Brate Realty, LLC, for a remnant tract of land at Mary Street between the Bypass and Kansas Avenue.
2. Governing Body consideration and approval of bids received on November 3, 2015 for padmounted equipment for Meadowlark Dairy Nutrition, LLC.
3. Quit Claim Deed from heir of Michael Woodard – Wesley J. Woodard transferring Space 6, Lot 91, Zone J of Valley View Cemetery to City of Garden City.
4. Permission for Linda Alexander to reserve Space 3, Lot 67, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
5. Licenses:

(2015 New)

- a) Aurelio’s Home Improvement..... Class B General
- b) Harmon Construction Class B General
- c) McPherson Development Co., Inc..... Class B General
- d) American Handyman..... Class E-SOC Specialized Other
- e) Musselman & Hall Contractor, LLC Class E-SOC Specialized Other
- f) Classic Contracting, LLC Class D-R Roofing
- g) Kelly Ramos Class D-M Mechanical

(2016 Renewal)

- h) AP Mountain States, LLC Class A General
- i) Morton Building, Inc. Class A General
- j) Amos Construction Inc..... Class B General
- k) D&K Environmental, Inc. Class B General
- l) DV Vital Construction..... Class B General
- m) Dunlap Construction Co. Inc. Class B General
- n) Premier Construction, LLC Class B General
- o) Rolox Home Service, LLC..... Class B General
- p) Square Deal, LLC..... Class B General
- q) Starr Construction..... Class B General
- r) TD Construction Class B General
- s) Unified School District 457..... Class B General
- t) Western Kansas Baptist Association Class B General
- u) Ready Roofer, Inc..... Class C General
- v) M. Berry Electric Class D-E Electrical
- w) CW Heating..... Class D-M Mechanical
- x) Trimark, Inc..... Class D-SI Sign

- y) Pryor Automatic Fire Sprinkler, Inc Class E-F Fire Sprinkler
- z) Continental Fire Sprinkler Company Class E-F Fire Sprinkler
- aa) Simplex Grinnel, LP Class E-F Sprinkler
- bb) Jonathan Tran Class E-L Landlord
- cc) Unified School District 457 Class E-BF Backflow
- dd) Western Irrigation, Inc Class E-BF Backflow
- ee) Jacob Enns Class E-SOC Specialized Other
- ff) Ed's Handyman Services Class E-SOC Specialized Other
- gg) Feldt Guttering & Services Class E-SOC Specialized Other
- hh) The Hub of Syracuse, Inc. Class E-SOC Specialized Other
- ii) Unified School District 457 Class E-SOC Specialized Other
- jj) Western Irrigation, Inc Class E-SOC Specialized Other
- kk) Westhusing's Inc. Class E-SOC Specialized Other
- ll) Square Deal, LLC Class E-SOC Specialized Other
- mm) Southwest Kansas Waterworks, LLC Class E-SOC Specialized Other

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	Absent

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

Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Dale thanked Cemetery Foreman Michael Hernandez for his work to earn the Safety Award. Commissioner Dale commented that the City has a great safety program and many great employees who work safely for their benefit and for the benefit of the citizens of the community. Commissioner Dale congratulated Finance Director Hitz and staff on receiving the Certificate of Excellence in Financial Reporting. Commissioner Dale congratulated and thanked all city employees for their donations during the Finney County United Way campaign. Commissioner Dale thanked the community for their participation in the Veterans Day parade.

Mayor Doll congratulated Finance Director Hitz on the occasion of receiving the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association. Mayor Doll congratulated Cemetery Foreman Michael Hernandez as the third quarter 2015 Safety Recognition winner. Mayor Doll thanked City employees for their contributions to United Way. Mayor Doll commented on the recent Veterans Day Parade and recent ribbon cuttings in the Community. Mayor Doll reported that she and Communications Specialist Freburg had traveled to Washington, DC for meetings with the Southwest Kansas Coalition and elected officials. Mayor Doll also reported she had the opportunity to visit with Officer Ojeda and the Seal Hawks club at Horace Good Middle School.

Commissioner Law was absent.

Commissioner Fankhauser thanked Public Utility Director Muirhead for the pre-meeting presentation. Commissioner Fankhauser thanked Director Muirhead and Finance Director Hitz for their work to maintain stable utility rates.

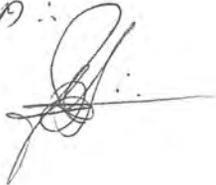
Commissioner Cessna said he wished to echo the other Commissioners' comments and thank City employees for their work. Commissioner Cessna thanked City Manager Allen and staff for the leadership training the Commission participated in. Commissioner Cessna requested an update on the energy efficiency lighting project. Electric Superintendent Sonnenberg provided an update to the governing body. Commissioner Cessna congratulated staff on their hard work and stated that our community and its taxing entities – Garden City, Finney County, USD 457, and Garden City Community College – work well together.

Petitions

TO: City of Garden City Governing Body
FROM: Jose Jamie Garcia, Garcia Golden Ring Circus
DATE: December 1, 2015
RE: Waiver of the deposit fee

Mr. Garcia is requesting Governing Body consideration and approval of a waiver or a discounted rate for the \$2500 circus deposit fee. Mr. Garcia is requesting to pay a reduced rate of \$1000 for the deposit and would be more than willing to pay that amount.

Mr. Garcia would like bring his circus to Garden City on December 11, 12 and 13, 2015 at the Fairgrounds parking lot. There are no animals in this circus.

JOSE JAIME GARCIA:
(CIRCUS OWNER) 

2015  Shriners International 2015

This is to certify that Noble
J JAIME GARCIA
Member Number 9520
Regular
*is a member of Alzafar Shriners, SAN ANTONIO, TX, (210) 496-1625,
and declared to be in good and regular standing during the year
2015*

11/14/05 
Noble's Signature

Jaime Garcia:

214-213-0228



SPECIAL EVENT LICENSE APPLICATION

CARNIVAL- \$300.00 per day REGULATED SPORTS CONTEST- \$100.00 ev ht
(Deposit \$2500.00)

CIRCUS- \$300.00 per day HAUNTED HOUSE- \$5.00
(Deposit \$2500.00)

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

Applicant Name:

JOSE JAIME GARCIA

Organization Name:

GARCIA GOLDIEN RING CIRCUS

Business Address:

*1575 HAINES TRAIL (POBOX 792)
SEAGOVILLE, TX, 75159*

Phone number:

214-213-0228

Date and Time of Event/Exhibition:

7:30 to 9:00

Type of Event/Exhibition:

*big top CIRCUS SHOW HALL HUMAN
CIRCUS ACTS
NO ANIMALS*

Address of place the event will be held:

GARDEN CITY FAIRCROUNDS

Fee paid

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

I (applicant) understand that I am responsible for, and required to pay, all expenses incurred by the City for extra or special City services required for the event, including, but not limited to, law enforcement, security, solid waste, and utilities.

"Circus/Carnival"- I understand I must contact the Electric Service Center directly at 620-276-1290 to make arrangements for the day electrical services will need to be connected for the event. The inspections department must also be contacted at 620-276-1120.

"Regulated Sports Event"- I understand I am in compliance with all provisions of the Kansas Professional Regulated Sports Act.

In order to advertise, you must obtain an Itinerant Merchant License to go door to door. Note: It is against City Code to place a sign on private property without permission from the owner.

Applicant Signature:

[Signature]

Date:

2015



Shriners International

2015

This is to certify that Noble
J JAIME GARCIA

Member Number 9520

Regular

is a member of Alzafar Shriners, SAN ANTONIO, TX, (210) 496-1625,
and declared to be in good and regular standing during the year
2015

11/14/05

[Signature]
Noble's Signature

Jaime Garcia

214-213-0228

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
FAX 620.276.1169
www.garden-city.org

Report of the City Manager

Memorandum

To: Matt Allen

From: Tom Walker, Chairman of the Board, Finney County Economic Development Corporation

Re: FCEDC Board Appointment

November 24, 2015

FCEDC has one board term expiring December 31, 2015 that is to be appointed by the City of Garden City. It is the position currently held by Catherine McKinley. As you know, the process for appointment of board members is as follows:

1. FCEDC advertises for interested parties to submit a letter of interest/ resume';
2. FCEDC forwards the letters of interest to the appointing entity (we also encourage the governing body to ask individuals who they may be interested in having serve to submit letters of interest); and
3. The appointing body may choose to interview candidates and approve an appointment from the interested pool.

Please let us know when you will be scheduling interviews and the appointment so that we may advise interested parties of when that will take place.

Thank you.

Tom Walker
Chairman

Staff Reports

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 October of 2015
INCIDENTS REPORTED**

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	0	2
Rape	3	0	13
Robbery	0	0	7
Aggravated Assault	1	2	50
Burglary	8	9	77
Theft	55	53	541
Auto Theft	0	9	30
Arson	0	0	6
TOTAL	67	73	726
All Other Crimes	146	158	1409
GRAND TOTAL	213	231	2135

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	225	243	2316
Juveniles Detained	32	47	320
TOTAL CUSTODY	257	290	2636
Alcohol Related	19	28	231
Drug Related	34	36	347
Curfew Violations	2	12	55

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	29	17	298
Total Active Cases	174	187	1776
Adult Affidavits Filed	24	7	128
Juvenile Affidavits Filed	3	0	13
Follow-Up Contacts	809	658	5699
Special Assignments	21	29	345
Search Warrants	10	5	281
Supplemental Reports	177	167	1788
Other Reports	255	224	2083
Cases Referred For Prosecution	42	21	549

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	0	0	0
Injury Accidents	5	3	48
Non-Injury Accidents	56	58	529
TOTAL ACCIDENTS	61	61	577
Private Property Accidents	6	4	39

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

OFFICERS ASSAULTED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	4
Hands, Fist, Feet, Etc.	3	4	32
Police Service Dog	0	0	0
TOTAL ASSAULTS	3	4	28

PATROL/CRD DIVISIONS SUMMARY

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Offense Reports	240	242	2329
Supplemental Reports	108	120	1279
Other Reports	104	116	1074
Community Oriented Policing	304	340	2665
Speeding Citations	74	20	425
Other Traffic Citations	293	319	3453
Parking Citations	11	11	120
Warning Notices	533	640	5887
Penal Summons	34	37	365
Felony Cases Cleared	31	39	304
Misdemeanor Cases Cleared	118	125	1239
DUI Cases Cleared	15	14	129
Insecure Premises	15	8	135
Field Interviews	14	14	77
Citizen & Business Assists	160	160	1555
Alarms	92	76	806
Adult Affidavits Filed	38	42	385
Juvenile Affidavits Filed	16	25	185

COMMUNICATIONS CENTER ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Non-Traffic Activities	2616	2692	25663
Traffic Activities	840	831	8587
TOTAL ACTIVITIES	3456	3523	34250
911 Calls	1564	1626	15749
Finney County Sheriff's Office Activities	425	452	4460

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

RESPONSE TIME SUMMARY

DESCRIPTION	THIS MONTH	LAST YEAR	5 YEARS AGO
Average Emergency	3.08	2.39	3.48
Average Non-Emergency	13.52	11.23	12.48
Average Traffic Accident	15.16	12.24	10.76

ANIMAL INCIDENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Animals Impounded	188	178	1575
Animals Disposed	36	60	413
Citations Issued	4	1	24
Animal Bites	6	2	28
Adoptions	25	30	251

TRAINING HOURS RECEIVED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative	25.00	55.50	318.00
Patrol/CRD Division	360.00	685.00	4048.00
Support Services Division	0.00	12.00	484.25
Investigation Division	10.00	78.50	603.00
Instructor Hours	0.00	184.00	731.50
SUB-TOTAL TRAINING HRS	395.00	1015.00	6184.75
Academy Training Hours	0.00	0.00	3200.00
TOTAL TRAINING HOURS	395.00	1015.00	9384.75

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Allegations Received	3	1	16
Unfounded	0	0	1
Unsubstantiated	0	1	2
Sustained	1	1	6
Exonerated	0	0	4
Violation Not Based On Complaint	0	1	1
Investigation In Progress	1	0	17
Administrative Closure	1	1	4
Commendations	6	4	26

Bias-Based Policing Statistics

October 2015

	September #	September %	October #	October %
SUBJECTS CONTACTED:	188	N/A	301	N/A
AGE:				
15 yoa - 19 yoa	47	25%	54	18%
20 yoa - 29 yoa	67	36%	107	36%
30 yoa - 49 yoa	59	31%	91	30%
50+	15	8%	49	16%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>
RACE:				
White	174	93%	284	94%
Black	10	5%	8	3%
Native American	0	0%	0	0%
Asian	4	2%	7	2%
Other	0	0%	0	0%
More Than One Race	0	0%	1	0%
Not Provided/Unknown	0	0%	1	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>
GENDER:				
Male	125	66%	189	63%
Female	63	34%	111	37%
Unknown	0	0%	1	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>
ETHNICITY:				
Hispanic/Latino	135	72%	179	59%
Non-Hispanic	49	26%	119	40%
Not Provided	4	2%	3	1%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>
RESPONSE AREA:				
1	30	16%	61	20%
2	45	24%	45	15%
3	61	32%	94	31%
4	39	21%	47	16%
5	13	7%	54	18%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	26	14%	23	8%
Officer Initiated	162	86%	278	92%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

Bias-Based Policing Statistics

October 2015

INFORMATION OBTAINED BY:

Officer's Perception	152	81%	254	84%
Investigation	36	19%	47	16%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

RELIGIOUS DRESS:

Yes	2	1%	4	1%
No	186	99%	297	99%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

PRIMARY REASON FOR STOP:

Moving Violation	125	66%	205	68%
Equipment Violation	41	22%	75	25%
Criminal Offense/Probable Cause	8	4%	10	3%
Other Violation	5	3%	7	2%
To Render Service	1	1%	2	1%
Suspicious Circumstances	1	1%	2	1%
Pre-existing Knowledge	1	1%	0	0%
Special Detail	6	3%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

ACTION TAKEN:

Citation	122	65%	143	48%
Search	0	0%	1	0%
Warning	15	8%	117	39%
Arrest	50	27%	39	13%
Warrant Arrest	1	1%	1	0%
Assistance Provided	0	0%	0	0%
No Action	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

SEARCH:

Not Applicable	157	84%	269	89%
Vehicle Indicators	4	2%	2	1%
Verbal Indicators	0	0%	0	0%
Physical/Visual Indicators	7	4%	12	4%
Document Indicators	3	2%	4	1%
Incident to Arrest	17	9%	13	4%
Other	0	0%	1	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

Bias-Based Policing Statistics

October 2015

TYPE OF SEARCH:

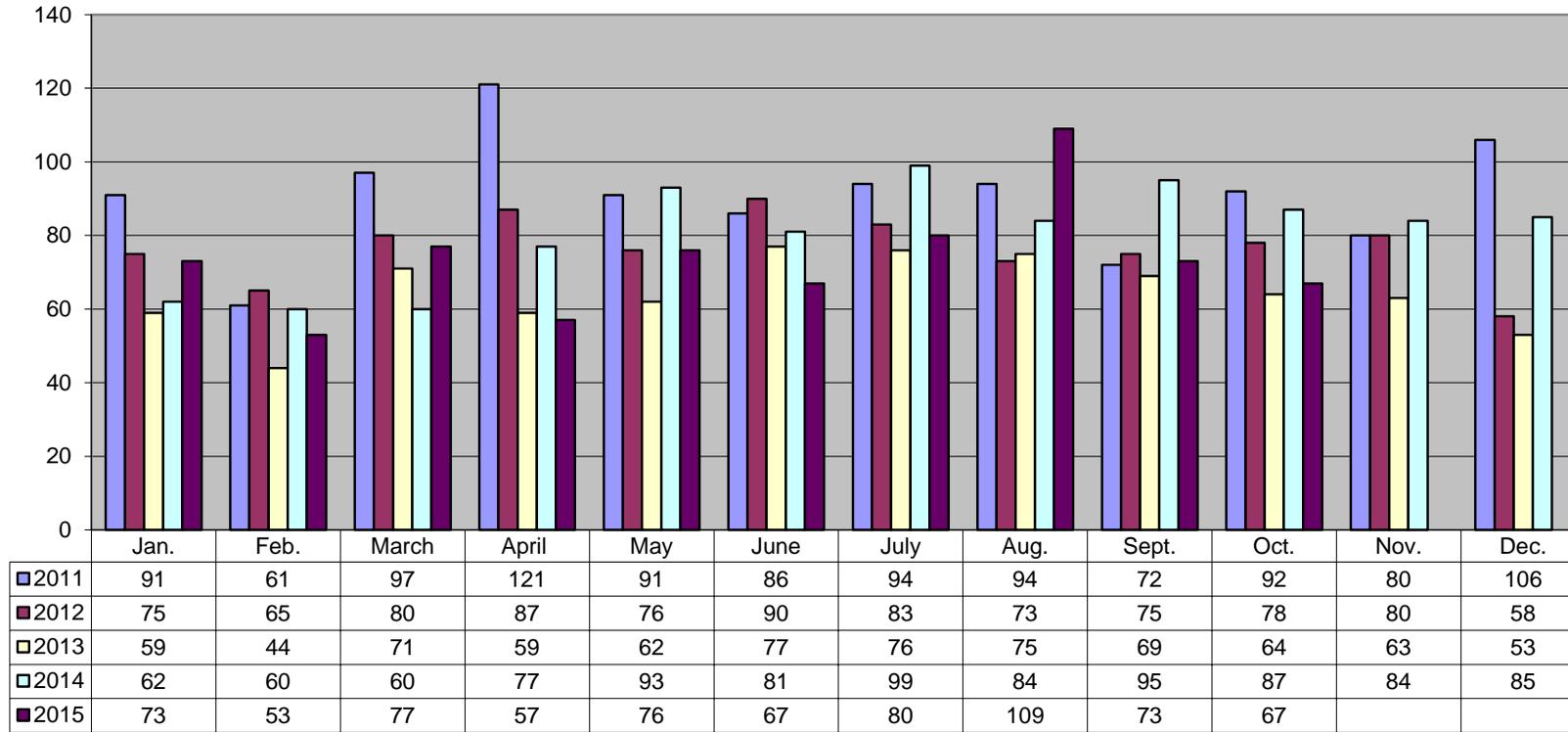
No Search Conducted	141	75%	262	87%
Consent Search Conducted	7	4%	6	2%
Inventory	1	1%	1	0%
Stop and Frisk	0	0%	2	1%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	0	0%
Search Incident to Arrest	28	15%	21	7%
Plain View	4	2%	4	1%
Probable Cause	7	4%	4	1%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	1	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

CONTRABAND SEIZED:

None	173	92%	290	96%
Currency	0	0%	0	0%
Firearms	0	0%	0	0%
Other Weapons	0	0%	0	0%
Drugs/Paraphernalia	4	2%	7	2%
Alcohol/Tobacco Products	10	5%	3	1%
Stolen Property	1	1%	0	0%
Other	0	0%	0	0%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	1	0%
<i>TOTAL</i>	<i>188</i>	<i>100%</i>	<i>301</i>	<i>100%</i>

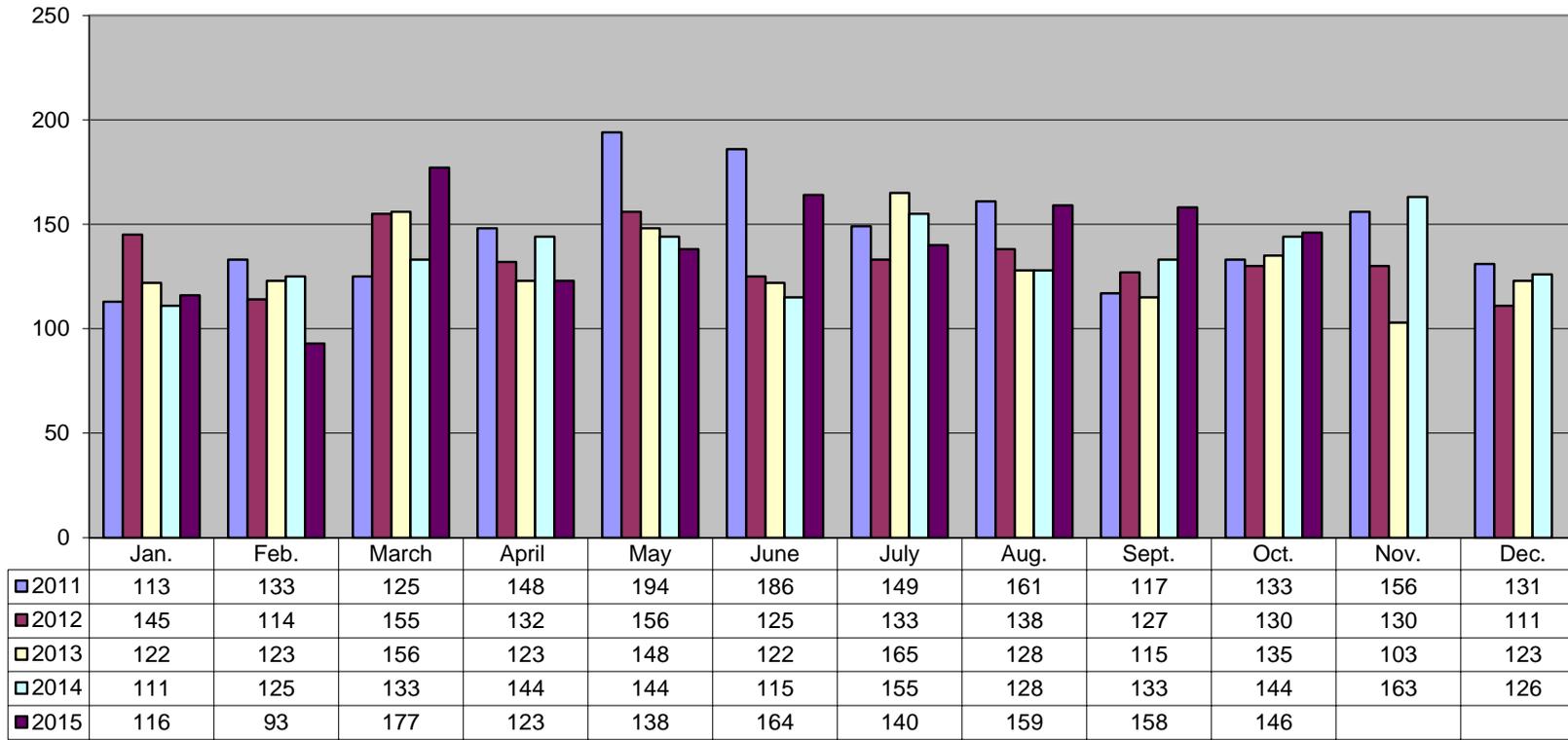
Hispanic	Arrests	18	13%	26	15%
	Citations	100	74%	91	51%
	Warnings	39	29%	61	34%
Non-Hispanic	Arrests	5	10%	13	11%
	Citations	51	104%	50	42%
	Warnings	49	100%	55	46%

Part I Crimes



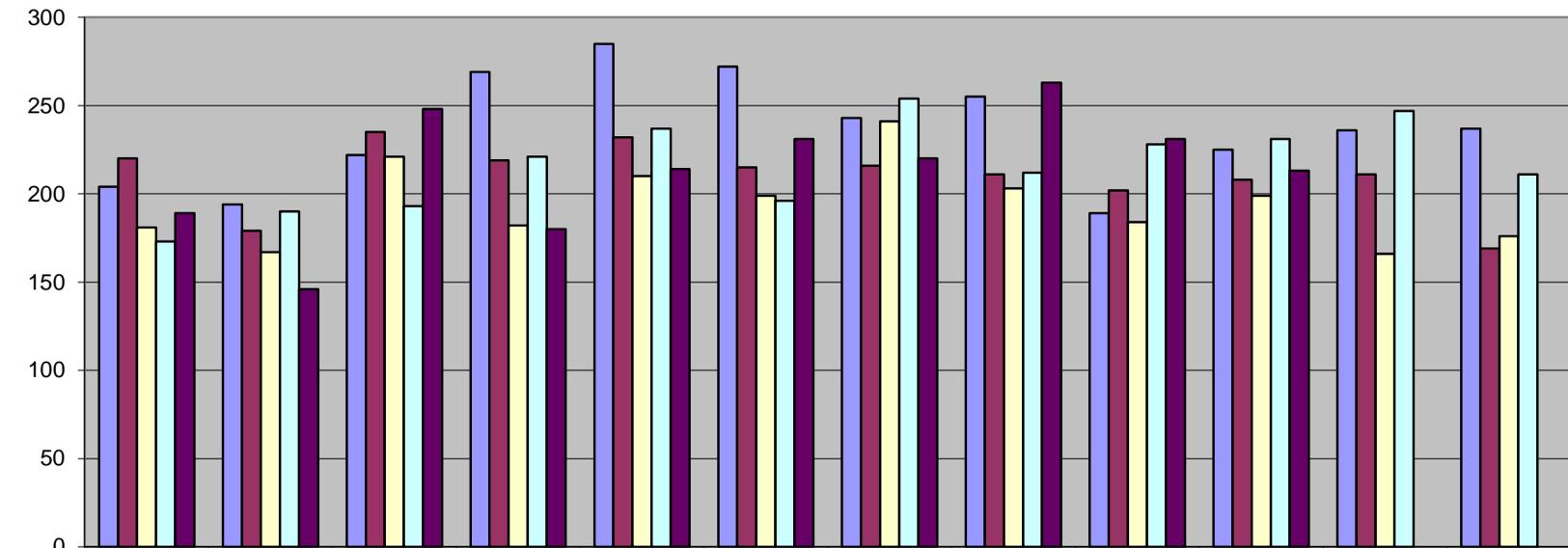
Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

All Other Crimes



All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

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	263	231	213		

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

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664
FEBRUARY	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832
MARCH	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207
APRIL	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975
MAY	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154
JUNE	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770
JULY	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034
AUGUST	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	317,123
SEPTEMBER	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	318,362
OCTOBER	* 129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	301,429
NOVEMBER	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	308,291
DECEMBER	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	
TOTAL RECEIPTS	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>3,457,841</u>
PERCENTAGE CHANGE	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	

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

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960
FEBRUARY	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635
MARCH	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493
APRIL	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539
MAY	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737
JUNE	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569
JULY	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334
AUGUST	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571
SEPTEMBER	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	548,219
OCTOBER	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	517,874
NOVEMBER	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	528,692
DECEMBER	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	
TOTAL RECEIPTS	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>5,886,623</u>
PERCENTAGE CHANGE	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	



CITY OF GARDEN CITY ZOO DEPARTMENT OCTOBER 2015 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

None

Transactions (Purchases, donations, etc.)

0.1 Black-footed ferret Loan from Black-footed ferret center

DEACCESSIONS

Deaths

1.0 Hamerkop Found deceased in WBH, trauma

Transactions (Sales, donations, etc.)

0.2 African elephants Transfer to Cheyenne Mt. Zoo

1.0 Red ruffed lemur Transfer to Nashville Zoo (SSP request)

Animal division staff assisting with Pallas cat exhibit work. Elephant transport training, CMZ keeper visits, and elephant transport, as well as helping to settle them in at their new home. MOA/Asia flight tropical birds moved to Winter Bird Holding for the cold weather season. Transaction contacts: Black Rhino TAG/SSP re: potential rhinos; San Diego Zoo re: capybaras, goral; San Antonio re: East African crowned crane; Tulsa Zoo re: basilisk lizard; Hogle Zoo re: goral. Candi Dillon was promoted to Keeper II of Wild Asia. Staff attended KMU training (hearing protection). Fire drill and debriefing meeting took place (one of at least 4 emergency drills that occur annually).

ADMINISTRATION DIVISION

Staff assisted FOLRZ with Boo! At the Zoo. Six regular monthly radio spots and weekly "Zoo to You" Telegram columns were covered by staff. All-staff meetings included United Way Drive and Grow Well Informational Meetings. A staff soup/chili lunch took place. Zoo Director participated on the City's United Way Pacesetter committee, and an AZA Membership Committee Conference call. Staff updating zoo Capital Improvement Program proposals and working with Engineering Department on Picnic Shelter project. Staff facilitated Leave a Legacy race at zoo. Zoo department now reports to Assistant City Manager in City organization chart. Director and two keepers attended the KAZoo (Kansas Accredited Zoos) meeting in Emporia. Beginning work on AZA accreditation application. Siemens staff visited the zoo to review energy audit before installation of new fixtures/bulbs. Senior staff reviewing end of year budget. Initiated new grounds security check before opening gates for public. Staff participated in Walktober and the United Way Kick-off and End of Drive lunches.

EDUCATION DIVISION

The education division gave 77 formal programs to 1140 people, reached an additional 1034 people through informal programming, and 113 people in 3 classes learned from a discovery box checkout. Lee Richardson Zoo organized an elephant party event for Missy & Kimba before their transfer to Cheyenne Mountain Zoo. The education division assisted FOLRZ in volunteer scheduling and management for Boo! At the Zoo. Family Nature Club took a group to a pumpkin patch to explore and play at other facilities. Catie Policastro started working as an Education Specialist. Scheduling and curriculum selection and design were completed for the next round of zoomobiles. Emily and Catie (Education Specialists) began working with Bowie the barn owl to use in programs.

MAINTENANCE DIVISION

Pallas Cat exhibit work continues (creating faux stones at the base of the domes and securing the mesh to exhibit frames). The ceiling in the flamingo barn was replaced. Modification of the public fence around rhino yards continues as well as installation/repairs of signs/graphics. Staff is researching/designing new shade structure for rhino exhibit, giraffe exhibit, as well as for jaguar exhibit. Time was devoted to ensuring the zoo was well prepared for Boo, as well as, any modifications needed to assist with the transfer of elephants. Time was also devoted to routine zoo maintenance needs: animal door repairs, exhibit fence repairs, vehicle repairs, electrical maintenance, sprinkler and water fountain repair, as well as, many more necessities that help keep the zoo running smoothly.

CONSIDERATION OF APPROPRIATION ORDINANCE

Ordinances & Resolutions



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: 11/24/2015
Re: Renewal of the RHID Policy Resolution

ISSUE: Renewal of the RHID resolution which outlines the policy and use of RHIDs within the City of Garden City for 2016.

BACKGROUND: Prior to undertaking the process of adopting an RHID, the City must pass a resolution outlining a policy that allows for the use of the RHID program within Garden City. This resolution is to be renewed annually. This resolution gives Garden City the option to participate in the RHID program in the year 2016. However, each RHID presented in 2016 will additionally need to have an ordinance adopted to adopt their specific proposed district.

ALTERNATIVES:

1. The Commission may renew the attached resolution.
2. The Commission may decide to not renew the attached resolution.

RECOMMENDATION Staff recommends approval of the attached resolution, Alternative number 1.

FISCAL NOTE: None

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

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inspection@garden-city.org

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ZONING**
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RESOLUTION NO. _____

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR A HOUSING INCENTIVE POLICY WITHIN THE CITY OF GARDEN CITY, KANSAS AND SETTING FORTH SUCH POLICY TO INCENTIVIZE HOUSING DEVELOPMENTS.

WHEREAS in December of 2014 the Finney County Economic Development Corporation funded an update to the 2008 Community Housing Assessment Team (CHAT) report for Finney County in order to document what the specific housing needs were in our County.

WHEREAS the updated CHAT report indicated that Garden City will need to build approximately ninety four (94) units annually from 2015-2019 and ninety nine (99) units annually from 2020-2024 in order to properly house our growing population.

WHEREAS the following will be utilized to guide staff in developing opportunities to incentivize the development of housing in Garden City, KS.

Standards for Incentives: Incentives offered by the City of Garden City (City) should meet all of the following standards:

1. Utilization of an innovative program which assists in financing the cost of infrastructure or qualified development costs with minimal risk to the City at large;
2. Create a sense of partnership with developers in order to work through building code regulations;
3. Create an environment for the development community that offers a predictable development process associated with fair and cost effective incentives.

Prohibited Incentives: Incentives which do not fulfill the following standards will not be considered:

1. Assure taxpayers that the City is not financing an already viable project;
2. Assure taxpayers that the development has offered the City safeguards that will commit the developer to complete the project.

Incentives:

1. **Maintain a single point of contact for developers.** The City will assign an individual to work with developers as a facilitator in order to navigate the development process. A single contact for all questions involving procedural, code and development requirements should relieve frustration sometimes felt by developers. The facilitator will in turn work with all other departments to assure that issues involving overlapping authority are resolved. This process should assure the consistent interpretation of City Codes, ordinances and technical standards.

The City has already streamlined the review period by providing facilitation, certainty, and clarity throughout the review process. The speed of the review period, however, depends on how staff and the applicant perform *together*. Providing corrections, responding to comments, and ultimately securing an approval in a timely manner is a responsibility that staff and the applicant's design team share.

2. **Utilize state provided incentive programs for both single family and multifamily developments.**

The *Rural Housing Incentive District* appears to be the incentive that is the best fit single family and multifamily developments. The District alleviates the need for special assessments by allowing the incremental property tax (e.g. tax on improved property less the tax on the vacant property) to be applied to the cost of the infrastructure for the development. All taxing entities participate. The Finney County Board of Commissioners, USD 457, and Garden City Community College are not required to take action to authorize the use of this tool, but do retain the authority to nullify the creation of a District by passing a resolution determining that the proposed District will have an adverse effect to their taxing jurisdiction within thirty (30) days of the public hearing at which the District is created by ordinance of the City.

3. **Offer City owned surplus property** at fair market value to developers of moderate and higher rental units and homes. The City reserves the right to offer the land as a sole incentive to developers of the preceding ranges. The City does not want to be perceived as undermining the available land opportunities.
4. **Nothing shall prohibit the City from utilizing traditional incentives** for public improvements within the City of Garden City as approved by the City Commission. Examples include special assessments and/or special benefit districts.
5. **Sponsoring or co-sponsoring grant request to state and/or federal agencies.** Examples may include Community Development Block Grants, U.S.D.A. grants or similar type programs which may provide assistance with infrastructure, housing or housing related programs.

Standards for Applying the RHID Program:

Any development that applies to participate in the RHID program will:

1. Perform a Financial Analysis as required by statute for each project to determine if the rebates will cover the estimated eligible costs of the project. Such analysis shall be calculated at a flat rate pegged to the initial estimated rebate increment.
2. Pay an administration fee equal to five percent (5%) of the total estimated costs for the project to the City which may be included in the list of eligible project expenses.
3. Pay 100% of the eligible expenses of the project and receive annual rebate payments from the City; or
4. Request that the City bond, through special obligation bonds, the total of the approved eligible expenses list. Should the City bond the costs, the Developer shall provide a payment equal to no less than fifty percent (50%) of the estimated total of eligible costs for the project should the developer request the City to bond the eligible costs for the project and pay to the City interest at a rate of two times the prime rate. The Developer will sign over all rebates to the City for the purpose of repayment of the Bond. Funds will be kept in a dedicated fund account for the duration of the project to protect against default. After the conclusion of the project the funds shall be used as follows:
 - A. Community Development;
 - I. Biennial Housing Studies
 - II. Biennial Commercial Market Studies
 - III. Additional Incentive Programs for Housing Projects
 - B. Extending, oversizing, and maintaining public utilities;
 - C. Extending, upgrading, and maintaining public right-of-ways;
5. The developer shall provide a summary describing how the project meets the needs outlined by the most current housing study provided by the City.

Reservations:

The City of Garden City reserves the right to not allow the use of incentives or the right to vary the percentage of City participation when unusual circumstances so warrant or whenever, in the opinion of the City Commission sufficient properties are already available for the type of development being considered.

Housing Incentive Committee:

A Housing Incentive Committee should be comprised of the Chief Elected Official or his/her designee and Chief Administrative Officer or his/her designee from each of the following taxing jurisdictions; The City of Garden City, Finney County, USD 457, and Garden City Community College. The Committee shall conduct a thorough review and evaluation of any housing incentive application brought forward for the Governing Body's consideration, which includes incentive

requests which will result in a property tax deferral or rebate. The Committee shall gather and review any additional information deemed necessary to determine if the applicant meets the objectives and criteria of this and any applicable incentive, conduct preliminary discussions with the applicant/development advocate, discuss terms of a development agreement to be drafted by City staff and to recommend to the Governing Body whether the proposal should be favorably considered.

The Committee may use the services of outside professional consultants and advisors as part of the review, as necessary. Committee records, including proposals submitted, may be withheld from public disclosure as provided under the Kansas Open Records Act. Any inaccuracy, misstatement of, or error in fact may render the proposal null and void and may cause a repeal of any development assistance rendered through any housing incentive granted by the City in reliance upon said information.

Annual Renewal:

The incentive program must be renewed annually in order for the incentive program to continue. The annual review and consideration reflects an effort to protect the City in case of an economic downturn.

Approved this 1st day of December 2015 and signed by the Mayor.

JANET DOLL, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell / Melinda Hitz

DATE: 23 November 2015

RE: CENTRAL FIRE STATION ADDITION/REAL ESTATE
PURCHASE AGREEMENT – TEMPORARY
FINANCING

ISSUE

The Governing Body is asked to consider and approve an Ordinance authorizing the Central Fire Station Addition and Real Estate Purchase Agreement with Swift Beef Company and the use of temporary financing. If approved, a Note Resolution is to be considered.

BACKGROUND

At your meeting on November 17, 2015, the City Commission was asked to defer action on an ordinance in the agenda so that the ordinance could be amended to include temporary financing for the Swift Beef Company Real Estate. Bond Counsel Mary Carson has prepared the attached ordinance authorizing the Central Fire Station Addition and the Real Estate Purchase Agreement which also provides for the use of temporary financing in advance of a future General Obligation Bond issue.

The Ordinance authorizes a maximum expense of \$4,650,000.00. The current estimate for the fire station addition is \$1,591,100 and the estimated cost of the watermain relocation is \$265,400; the \$2,250,000 maximum provides a contingency of \$393,500 for either the building or watermain. The Real Estate Purchase Agreement was approved for \$2,400,000.00. A Note Resolution will need to also be adopted. We will purchase the temporary notes with idle City funds.

ALTERNATIVES

- 1) The Governing Body may adopt the Ordinance and Note Resolution.
- 2) The Governing Body may defer action until a later date.

RECOMMENDATION

Staff recommends Governing Body adopt the Ordinance and Note Resolution.

FISCAL

Depending upon when permanent GO bonds are issued to retire the temporary financing, the first Bond payment would likely not occur until 2017.



CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

\$4,650,000
CITY OF GARDEN CITY, KANSAS
TAXABLE TEMPORARY IMPROVEMENT NOTES
SERIES 2015

TENTATIVE CALENDAR OF EVENTS

Date	Activity	Responsibility
11/20/15	Draft note resolution and related closing documents	TWG
11/23/15	Review of documents, Note resolution to City for review	TWG
11/24/13	Project ordinance and Note resolution to City for agenda packets, Prepare & overnight execution originals, including Note Certificate	TWG
12/01/15	City Commission adopts ordinance authorizing project and adopts Note Resolution	City
12/04/15	Ordinance published in Garden City Telegram	TWG
12/07/15	All publication affidavits & signed documents to TWG	All parties
12/09/15	Transcript to Attorney General	TWG
12/16/15	Closing @ 10:00 a.m.	All parties

City and Purchaser = City of Garden City, Kansas

TWG = Bond Counsel, Triplett, Woolf & Garretson, LLC

(Published in the *Garden City Telegram* on December ____, 2015)

ORDINANCE NO. ____-2015

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING THE CITY TO MAKE PUBLIC BUILDING IMPROVEMENTS, ACQUIRE LAND FOR ECONOMIC DEVELOPMENT PURPOSES AND TO ACQUIRE WATER RIGHTS, AND FURTHER AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN APPROXIMATE PRINCIPAL AMOUNT OF \$4,650,000 TO PAY COSTS OF THE PROJECTS.

WHEREAS, K.S.A. 12-1736 *et seq.*, as amended (the “Public Building Act”), authorizes the governing body of the City of Garden City, Kansas (“City”) to acquire and construct, make repairs, reconstruct, remodel, replace, make additions to, furnish or equip any public building and to issue general obligation bonds of the City for such purposes; and

WHEREAS, the governing body of the City has determined it is necessary to authorize the construction of an addition to the Central Fire Station at 212 N. 9th St. and all thing necessary and related thereto, including the relocation of a water transmission main, all at an estimated cost of \$2,250,000.00 (including costs of issuing notes and bonds) (the “Public Building Project”); and

WHEREAS, pursuant to Article 12, § 5 of the Constitution of the state of Kansas (the “Home Rule Amendment”), the City has authority to determine its local affairs and government except when limited or prohibited by an enactment of the state legislature applicable uniformly to all cities of the same class; and

WHEREAS, as authorized by the Home Rule Amendment, the City has determined it necessary and advisable to acquire certain land for industrial development and economic development purposes, more particularly described as Sections 22, 23 and 26 in T24S, R32WE, Finney County, Kansas, and at estimated cost of \$1,335,970.00 (the “Home Rule Project”); and

WHEREAS, no statutory authority exists to limit or prohibit the exercise of the City’s authority under the Home Rule Amendment to authorize the acquisition of the Home Rule Project and the issuance of general obligation bonds pay costs of the Home Rule Project; and

WHEREAS, the governing body of the City finds it necessary to authorize the purchase and installation of the Home Rule Project and provide funds to pay the cost of the Home Rule Project through the issuance of general obligation bonds of the City in an amount of \$1,335,970.00 plus costs of issuing general obligation bond and notes; and

WHEREAS, pursuant to K.S.A. 65-163d through 65-163u (the “Water Act”), the City is a municipality that operates and maintains a public water supply system, as defined in the Act, and the City is authorized to acquire, construct, reconstruct, improve, equip, rehabilitate and

extend all or any part of the public water supply system; provided such improvement is not related to the diversion or transportation of water acquired through a water transfer, as defined by K.S.A. 82a-1501; and

WHEREAS, the governing body of the City finds it necessary to acquire land and related water rights for the municipal water system in connection with the land acquisition authorized as part of the Home Rule Project (the “Water System Improvements”); and

WHEREAS, the estimated costs of the Water System Improvements to be financed by the City is \$1,044,030.00, plus costs of issuing general obligation bonds and notes; and

WHEREAS, the Water System Improvements are not related to the diversion or transportation of water acquired through a water transfer defined in K.S.A. 82a-1501; and

WHEREAS, it is necessary to pay the City’s share of the costs of the Water System Improvements by issuing general obligation bonds of the City; and

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

Section 1. Authorization of Projects. Under the authority of the Public Building Act the City authorizes the Public Building Project. Under the authority of the Home Rule Amendment the City authorizes the Home Rule Project. Under authority of the Water Act, the City authorizes the Water System Improvements. The Public Building Project, the Home Rule Project and the Water System Improvements are referred to collectively hereafter as the “Project”.

Section 2. Payment of Project Costs. The costs of the Project are authorized to be paid by the city-at-large through issuing general obligation bonds of the City in the amount of \$4,650,000.00, plus any costs of issuance relating to bonds or notes, as authorized by the Public Building Act, the Home Rule Amendment and the Water Act. Temporary Notes may be issued to pay the costs of the Project until the general obligation bonds authorized by this Ordinance are issued.

Section 3. Reimbursement. The obligations authorized by this Ordinance are authorized to reimburse expenditures made by the City 60 days before the date of this Ordinance and thereafter, as provided in United States Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval 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 the governing body of the City of Garden City, Kansas
on December 1, 2015.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Janet Doll, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

TRIPLETT, WOOLF & GARRETSON, LLC

RESOLUTION NO. ____-2015

OF

THE

CITY OF GARDEN CITY, KANSAS

DECEMBER 1, 2015

RESOLUTION NO. ____-2015

A RESOLUTION PROVIDING FOR THE ISSUANCE OF TAXABLE TEMPORARY NOTES OF THE CITY OF GARDEN CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$4,650,000 TO TEMPORARILY FINANCE THE COSTS OF CERTAIN IMPROVEMENTS IN THE CITY; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SUCH NOTES

WHEREAS, the governing body of the City of Garden City, Kansas (the "City"), under the authority of K.S.A. 12-6a01 *et seq.* (the "Act"), adopted Ordinance No. ____-2015 on _____, 2015 (the "Authorizing Resolution"), which authorizes the following improvements in the City:

- (1) the construction of an addition to the Central Fire Station at 212 N. 9th St. and all thing necessary and related thereto, including the relocation of a water transmission main, all at an estimated cost of \$2,250,000.00 (the "Public Building Project");
- (2) acquisition of certain land for industrial development and economic development purposes, more particularly described as Sections 22, 23 and 26 in T24S, R32WE, Finney County, Kansas, (the "Home Rule Project") at estimated cost of \$1,335,970.00; and
- (3) acquire land and related water rights for the municipal water system in connection with the land acquisition authorized as part of the Home Rule Project (the "Water System Improvements") at an estimate cost of \$1,044,030.00.

WHEREAS, the City is authorized by the Act to pay final costs of the Public Building Project, the Home Rule Project and the Water System Improvements (collectively, the "Improvements") by issuing general obligation bonds of the City, and, pursuant to K.S.A. 10-123, is further authorized to issue taxable temporary notes to temporarily finance costs of the Improvements during construction; and

WHEREAS, the governing body of the City finds it necessary to authorize the issuance of taxable temporary notes of the City pursuant to the authority of the Act and the Authorizing Resolution, in the amount of \$4,650,000 to pay costs of the Improvements and costs of issuing the taxable temporary notes.

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

SECTION 1. Authority for the Notes; Security. The City's Taxable Temporary Notes, Series 2015, in the principal amount of \$4,650,000 (the "Notes") are authorized to be issued to temporarily finance the costs of the Improvements. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and

restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

The full faith, credit and resources of the City are pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with their terms. The Notes are payable as to principal and interest from the proceeds of general obligation bonds of the City issued for that purpose and/or from current revenues of the City legally available for such purposes. If not so paid, the Notes are payable as to principal and interest from unlimited ad valorem taxes that may levied upon all the taxable tangible property within the City.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be designated “City of Garden City, Kansas, Taxable Temporary Notes, Series 2015” and be dated December 16, 2015 (“Dated Date”). The Notes will mature December 16, 2017 (the “Maturity Date”), or upon such date as the aggregate principal amount of the Notes has been paid or provision is made for such payment as provided in this Resolution.

The Notes shall be issued as a single fully registered certificate, numbered R-1, in the denomination of \$4,650,000. The Notes shall bear interest from their Dated date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 2.00% per annum, with interest payable semiannually on June 16 and December 16 of each year the Notes remain outstanding, beginning June 16, 2016 (the “Interest Payment Dates”).

The principal amount of the Notes shall be payable to the registered owner of the Notes in lawful money of the United States of America by check or draft of the Paying Agent (defined in Section 4 below) upon the presentation of the Notes for payment and cancellation at the Paying Agent’s principal office in the City of Garden City, Kansas. Interest on the Notes at the rate stated above, computed on the basis of a 360-day year of twelve 30-day months from the date of authentication of the Notes by the Bond Registrar and thereafter from most recent Interest Payment Date for which interest has been paid or provided for, is payable on the Interest Payment Date to the Owners of the Notes whose names appear on the books maintained by the Note Registrar (defined in Section 4 below) as of the fifteenth day of each month preceding the Interest Payment Dates of each year the Notes remain outstanding (the “Record Date”).

If a scheduled payment of principal of or interest the Notes occurs on a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas on which the Paying Agent is not scheduled to be open to conduct its business, then such payment may be made on the next succeeding business day with the same force and effect as if made on the scheduled payment date, and no interest shall accrue for the period after such scheduled payment date.

SECTION 3. Redemption of Notes. At the option of the City, the Notes may be called for redemption and payment before maturity, in whole or in part, on any date, at the redemption price of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption. When less than all of the Notes are to be redeemed and paid before maturity, the Notes will be redeemed in the manner determined by the City. If the City elects to redeem the

Notes, the City shall give written notice of its intention by first class mail to the owners of the Notes and the Treasurer of the State of Kansas, mailed not less than 15 days before the date selected for redemption. Notice of redemption may be waived by an owner of the Notes and the City elects to waive such notice while it is the owner of the Notes. The City shall also give such additional notice of its election to redeem the Notes as may be required by the laws of the State of Kansas in effect at the time of the giving of such notice, including K.S.A. 10-129, to the extent applicable. Upon any election by the City to prepay the Notes and the giving of notice as described above and the payment in full on the date so elected of the principal amount of and all accrued and unpaid interest on the Notes called for redemption, interest on such Notes shall cease to accrue from and after the date elected for redemption and such Notes shall no longer be entitled to the protection, benefits and security of this Resolution.

SECTION 4. Designation of Paying Agent and Note Registrar. The City, acting through the office of its Finance Director, is designated and appointed as the Registrar and Paying Agent (the “Paying Agent” or “Note Registrar”) for the Notes and the Finance Director is authorized and directed to perform the necessary duties of Paying Agent and Registrar for the Notes.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The City’s Bond Counsel, Triplett, Woolf & Garretson, LLC, is authorized and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be prepared as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership. The Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the “Registration Books”); and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

SECTION 7. Transfer and Exchange of Notes. The Notes may be transferred and exchanged only on the Registration Books. Upon surrender of any Note at the office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any authorized denomination and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner’s duly authorized agent. In all cases in which the privilege of transferring or exchanging the Note is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Resolution generally. The City shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Note or Notes provided for by this

Resolution. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Note.

The Note Registrar shall not be required to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of fifteen (15) days next preceding the date of mailing of such notice of redemption.

SECTION 8. Cancellation and Destruction of Note upon Payment. All Notes that have been paid or redeemed or that otherwise are surrendered to the Paying Agent shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Note so cancelled or destroyed and shall file an executed counterpart of such certificate with the City Clerk.

SECTION 9. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by them, then, in the absence of notice to the City or the Paying Agent that such Note has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City, in its discretion may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the City may require the payment of the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution.

SECTION 10. Execution of the Notes. The Notes shall be executed by the manual signature of the Mayor, shall have the City's official seal impressed on them, and shall be attested by the manual signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the State Treasurer, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City's official seal. If any officer of the City or of the State whose signature appears on the Notes shall cease to be that officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication on the Notes is duly executed by the Note Registrar, and a duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note is duly executed by the Note Registrar when manually signed by an authorized officer or signatory of the Note Registrar. It is not necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 11. Payment of Costs. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 12. Creation and Use of Funds and Accounts; Disposition and Use of Note Proceeds. There is created within the Treasury of the City the following funds and accounts:

- (A) 2015 Notes Improvement Fund (the “Improvement Fund”); and
- (B) Principal and Interest Account for the City of Garden City, Kansas Taxable Temporary Notes Series 2015 (the “Series 2015 Notes Principal and Interest Account”).

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created above as follows:

- (A) Accrued interest on the Notes, if any, shall be credited to the Series 2015 Notes Principal and Interest Account; and
- (B) The balance of the proceeds of the Notes shall be credited to the Improvement Fund.

The Improvement Fund and Series 2015 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes as follows:

Principal and Interest Account. Moneys in the Series 2015 Principal and Interest Account shall be used and expended solely to pay the principal, premium, if any, and interest on the Notes when due and usual and customary fees and expenses of the Paying Agent. The Series 2015 Notes Principal and Interest Account may be created as a sub-account of the City’s Bond and Interest Fund.

Improvement Fund. Moneys in the Improvement Fund shall be used to pay costs of the Improvements, and costs of issuance associated with the issuance of the Notes or issuance of any general obligation bonds ultimately issued to retire such Notes. Any

surplus in the 2015 Improvement Fund after completion of the Improvements shall be transferred to the Series 2015 Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes as due.

SECTION 13. Delivery of Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Note in the form and manner provided by this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions of this Resolution, and to cause the registration and countersignature of the Notes, all without unnecessary delay. The Notes are authorized to be sold to the City of Garden City, Kansas, Garden City, Kansas, (the "Original Purchaser"), and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price of the Notes.

SECTION 14. Sale of the Notes. The Notes shall be sold to the Original Purchaser at a price equal to the principal amount of the Notes on the date of authentication by the Note Registrar and delivery to the Original Purchaser.

SECTION 15. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution, and all of the covenants and agreements made herein shall constitute a contract between the City and the owners of the Notes (the "Owner"), and the Owner shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas,

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

SECTION 16. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. The Owner shall have no right in any manner whatsoever by its action to affect, disturb or prejudice the security granted and provided for by this Resolution, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Notes. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Notes to the Owner thereof or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy herein conferred upon the Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or

hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No delay or omission of the Owner to exercise any right or power accruing hereunder shall be construed as acquiescence in default, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 17. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owner, or (ii) to grant or confer upon the Owner any additional rights, remedies, powers or security, or (iii) to more precisely identify the Improvements or (iv) to conform this Resolution to the Code (as defined in Section 16 hereof) or future applicable federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of 51% of the Owners, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of 100% of the Owners:

- (A) Extend the maturity of any payment of principal or interest due upon the Notes, or
- (B) Effect a reduction in the amount which the City is required to pay by way of principal or interest on the Notes.

Any and all modifications made in the manner described above shall become effective when a copy of the resolution of the City authorizing the modifications, duly certified, is filed with the City Clerk, along with proof of consent to such modification by the Owners as required in this Section. It shall not be necessary to note on the outstanding Notes any reference to such amendment or modification.

SECTION 18. Exemption from Continuing Disclosure. The City represents that in connection with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”) that the Notes are issued in denominations of \$100,000 or more and are being sold to the City as the sole Original Purchaser. The City represents that it reasonably believes the Original Purchaser meets the requirements of paragraph (d)(1)(i) of the Rule; and that the Notes as sold are exempt from the Rule.

SECTION 19. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 20. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on December 1, 2015.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Janet Doll, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Garden City, Kansas, met in regular session at the usual meeting place in the City on December 1, 2015 at 1:00 p.m., with Mayor Janet Doll presiding, and the following members of the governing body present:

The following members were absent:

Among other business, there came on for consideration and discussion the following:

A RESOLUTION PROVIDING FOR THE ISSUANCE OF TAXABLE TEMPORARY NOTES OF THE CITY OF GARDEN CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$4,650,000 TO TEMPORARILY FINANCE THE COSTS OF CERTAIN IMPROVEMENTS IN THE CITY; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SUCH NOTES

The Resolution was considered and discussed, and on motion of _____, seconded by _____, the Resolution was adopted by vote of the majority of all members present.

The Resolution was assigned No. _____-2015.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the December 1, 2015, meeting of the governing body of the City of Garden City, Kansas.

[Seal]

Celyn N. Hurtado, City Clerk

Old Business

New Business



MEMO

To: City Commissioners
From: Ashley Freburg, Communications Specialist
Date: November 30, 2015
Re: Pinegar Smith & Associates

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Issue

Governing Body is asked to consider and approve an agreement for Professional Services between the Southwest Kansas Coalition and Pinegar, Smith & Associates, Inc.

Background

Pinegar, Smith & Associates, a Topeka-based advocacy firm, has provided advocacy services for the Southwest Kansas Coalition for the past six years. Pinegar, Smith & Associates has proposed an annual contract that would run from January 2016 to December 2016. The proposal requires approval from Garden City, Dodge City and Liberal.

The fee for the agreement would be \$39,500 annually. The Southwest Kansas Coalition would also be responsible for travel expenses for Pinegar, Smith & Associates.

Issues that are unique to each community individually could be addressed as long as there is not a conflict with the other cities. Fees for such individual service would be subject to a separate written agreement between the contracting City and Pinegar, Smith & Associates. In addition, this method for additional service would have to be agreed upon by all three communities.

In September, the City Commission approved an agreement with Pinegar, Smith & Associates to provide services specifically for the City of Garden City at a cost of \$25,000. Both the SKC contract fee and the City of Garden City contract fee with Pinegar, Smith & Associates falls within the spending authority of the City Manager according to the City's purchasing policy. However, in a continued effort to be transparent with City funds, we are requesting Governing Body consideration and approval.

Alternatives

1. Approve the proposal from Pinegar, Smith & Associates
2. Do not approve the proposal from Pinegar, Smith & Associates

Recommendation

Staff recommends consideration and approval of the agreement with Pinegar, Smith & Associates.

Fiscal Impact

Garden City will be responsible for one-third of the annual fee. The City's contribution would be paid by budgeted departmental funds for Professional Services.

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Agreement for Professional Services

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

RECITALS

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

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

NOW, THEREFORE, the parties hereby agree as follows:

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

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

2. Consideration.

A. Rate. Client shall pay Consultant, as Consultant's fee for the representation as provided in this Agreement, the sum of Thirty Nine Thousand Five Hundred Dollars (\$39,500.00) payable in twelve (12) installments. The first installment of Three Thousand Two Hundred Ninety One Dollars and .66 cents (\$3,291.66) is due October 1, 2015. The remaining eleven (11) payments of Three Thousand Two Hundred Ninety One Dollars and .66 cents (\$3,291.66) each are payable the first day of each month. The Client shall pay Consultant the amounts due pursuant to submitted invoices received by the Client.

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

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

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

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

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

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

5. Term. This Agreement shall commence on October 1, 2015 and shall terminate on September 30, 2016, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The Client may, at its option, renew this Agreement for an additional term of one year on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or

before January 1, 2017.

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

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

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

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

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

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

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

Southwest Kansas Coalition

By: _____
Cherise Tieben
City of Dodge City

Date: _____

By: _____
Matt Allen
City of Garden City

Date: _____

By: _____
Mark Hall
City of Liberal

Date: _____

Pinegar, Smith & Associates, Inc

By: _____

Date: _____



Memo

To: City Commission
 From: Kaleb Kentner
 CC: File
 Date: 11/23/2015
 Re: Consideration of the distribution for the Downtown Development Fund (DDF)

ISSUE: Consideration of the distribution of the Downtown Development Fund (DDF) for the applications that we have received to date

BACKGROUND: We have received four completed applications, and we have two additional pending applications that are not yet complete. All six projects appear to meet the goals of the Downtown Development Fund (DDF). We have also received another six to eight inquiries about the possibility of participating in the program. A copy of the four completed applications is attached.

DDF has \$250,000 available. Based on the staff memo provided to the commission when you considered DDF, \$200,000 has been reserved for building costs and \$50,000 has been reserved for professional fees. Out of the four completed applications, none of the projects have requested funding for professional fees.

All of the projects qualify for the Neighborhood Revitalization Program (NRP). However, the Governing Body has determined that the applicants may receive either the NRP or the DDF program, but not both. The Garnand project has applied for both the DDF and the NRP.

We have also considered an in-house NRP equivalent and a NRP discount equivalent for each project. The NRP equivalent attempts to calculate the present value of what the applicant may receive over a ten year period if they participated in the NRP. The NRP Discount Equivalent reduces that amount by twenty (20%) to account for what staff observes to be a more likely appraisal profile of the properties in Downtown.

Below is the information for each of the four applicants:

Applicant	Total Value of Project	Fund Request	NRP 10 Year Revenue Stream	NRP Equivalent	NRP Discount Equivalent
Hutton Construction	\$ 300,000.00	\$ 240,000.00	\$ 75,237.75	\$ 54,000.00	\$ 43,200.00
Garnand Funeral Home	\$ 400,000.00	\$ 240,000.00	\$ 100,317.00	\$ 72,000.00	\$ 57,600.00
Elva Madrid	\$ 26,000.00	\$ 20,800.00	\$ 6,520.61	\$ 4,700.00	\$ 3,760.00
Thayer (Browns Shoes)	\$ 44,000.00	\$ 35,200.00	\$ 11,034.87	\$ 8,000.00	\$ 6,400.00
Total	\$ 770,000.00	\$ 536,000.00	\$ 193,110.23	\$ 138,700.00	\$ 110,960.00

ALTERNATIVES:

1. Fully fund all four projects for a total expense of \$536,000. This would require an additional \$286,000 of funding from the Governing Body.
2. Fully fund Madrid \$20,800 and Thayer \$35,200 and then divide the remaining amount between Hutton and Garnand which would be \$72,000 to each project, totaling \$200,000. This would leave \$50,000 in the fund that is ear-marked for professional fees.

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3. Fully fund Madrid \$20,800 and Thayer \$35,200. Fund Garnand \$50,000 and Hutton \$50,000. This would total \$156,000. This action would leave \$44,000 in the fund for building costs and \$50,000 for professional fees.
4. Fund the two larger projects using the NRP equivalent and fund the two small projects using the full fund request amount. The total amount distributed would be: \$182,000. This would leave \$50,000 for professional fees and \$18,000 in the building cost fund.
5. Fund all four projects using the NRP discount equivalent. If each applicant were given the NRP discount equivalent, then the total distribution would be \$110,960. This would leave \$50,000 for professional fees and \$89,040 in the building cost fund.

RECOMMENDATION: The Governing Body may choose anyone of the alternatives or combine any of the four alternatives to create a new viable option.

FISCAL NOTE: The total investment of all the submitted projects will be \$770,000 in Downtown. The General Fund and the Applicant's share are listed below for each alternative:

- **Alternative 1:** 80% (\$536,000) of the total investment would be funded by the General Fund and 20% (\$234,000) would be funded by the applicant.
- **Alternative 2:** 26% (\$200,000) of the total investment would be funded by the General Fund and 74% (\$570,000) would be funded by the applicant.
- **Alternative 3:** 20% (\$156,000) of the total investment would be funded by the General Fund and 80% (\$614,000) would be funded by the applicant.
- **Alternative 4:** 24% (\$182,000) of the total investment would be funded by the General Fund and 76% (\$588,000) would be funded by the applicant.
- **Alternative 5:** 14% (\$110,960) of the total investment would be funded by the General Fund and 86% (\$659,040) would be funded by the applicant.

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APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

Overview

On behalf of Downtown Vision, The City of Garden City is offering a development fund that can be used to offset and/or fund the various expenses associated with the development and revitalization of the Central Business District.

Goal 1: Encourage development of vacant properties, and the revitalization and/or redevelopment of existing buildings in Downtown Garden City.

Goal 2: Development & revitalization shall be consistent with the Comprehensive Plan and Downtown Master Plan.

The program will reimburse 80% of eligible costs paid, up to \$200,000 per project. This program will also reimburse up to 50% of the costs paid for professional fees (design, architecture, legal), up to \$50,000 per project.

All reimbursements will be issued within thirty (30) days of the approved final inspection.

General Requirements

1. The property must be located within the Central Business District to qualify. The official boundaries for this district are located in the *Garden City Downtown Master Plan (Figure A.1 The new Boundary, page 39)*.

2. The following improvements are eligible for the funds:

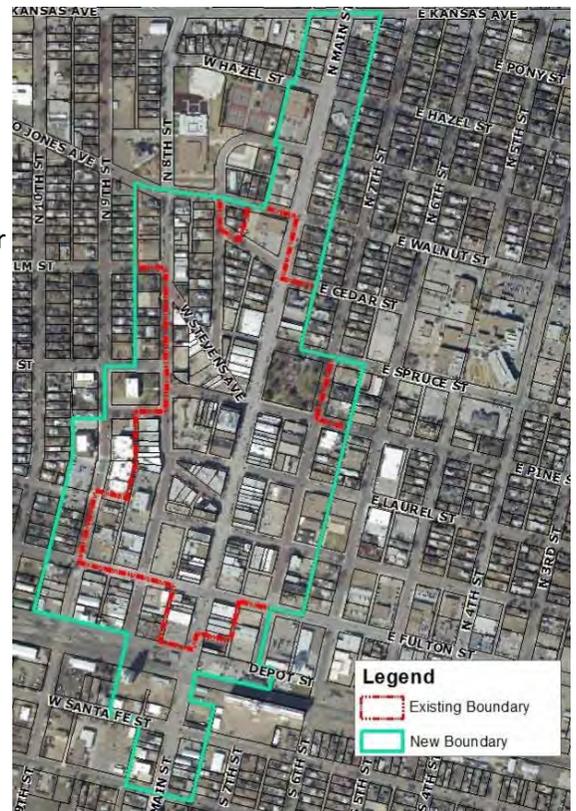
- Environmental Remediation
 - Façade Renovation
 - Interior Remodel (including accessibility/code compliance issues)
 - 2nd Story Residential/Commercial Development
 - Efficiency Upgrades
 - Demolition Expense
- } 80% of cost paid, up to \$200,000 per project

3. Professional Fees (design, architecture, legal) } 50% of cost paid, up to \$50,000 per project

4. Total cost of project must be at least \$20,000 to qualify for this funding.

5. An Application for this program must be filed within ninety (90) days from the date of the issuance of the first building permit.

6. A copy of the Deed and receipt of paid property taxes will be required.





APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION # _____

DATE: _____

PLEASE PRINT OR TYPE

OWNER'S NAME

OWNER'S MAILING ADDRESS

PHONE NUMBERS

HOME

WORK

EMAIL

PROPERTY ADDRESS

PROPERTY IDENTIFICATION INFORMATION

(Parcel ID number and Legal description are documented on your tax statement or call the County Clerk's Office)

COPY OF DEED

RECEIPT OF PAID TAXES

LEGAL DESCRIPTION

Use additional sheets if necessary

PARCEL IDENTIFICATION NUMBER (CAMA)

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

Environmental Remediation Façade Renovation Interior Remodel Efficiency Upgrades

2nd Story Residential/ Commercial Development Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?

No

Yes (must attach proof of historic registration)

PROPOSED PROPERTY IMPROVEMENTS

IMPROVEMENT DESCRIPTION

(Please be specific and Use additional sheets if necessary)

IMPROVEMENT (cost estimates) \$ _____

PROJECTED CONSTRUCTION SCHEDULE

/ /

START DATE

/ /

FINISH DATE

PROPERTY OWNER / APPLICANTS SIGNATURE

DATE

FOR OFFICE USE ONLY

APPROVALS:

Community Development Date of Approval _____

Finance Director Date of Approval _____



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 20, 2015
Re: Hutton Construction Application for Downtown Development Fund

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CODE COMPLIANCE

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planning@garden-city.org

ISSUE: Consideration of Hutton Construction's application for the Downtown Development Fund

BACKGROUND: Hutton Construction has submitted an application for the Downtown Development Fund for the renovations of their future office located at 116 E Laurel in the Downtown District. The application is for the 80% reimbursement of the project's construction costs. The Hutton Construction renovation is estimated to be \$300,000. The applicant is not requesting reimbursement for any professional fees. The application submittal has been attached for the Commission's review.

The project is to include full interior renovations, new electrical and HVAC systems, reroof, new exterior aluminum doors and windows and refinishing of the exterior of the building.

This project will complete the renovations in all buildings located within this half of the block. The project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVES: The Governing Body may:

1. Approve the requested application for the Downtown Development Fund in the full amount of \$240,000.
2. Deny the requested application for the Downtown Development Fund.
3. Approve a portion of the costs as determined by the Governing Body.

RECOMMENDATION:

Staff recommends approval of one of the alternatives.

FISCAL NOTE: 80% of \$300,000 is **\$240,000** and would use **96%** of the total \$250,000 budgeted for the Downtown Development Fund.

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Front View of Property



Northwest View of Property



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West View of Property



Rear View of Property



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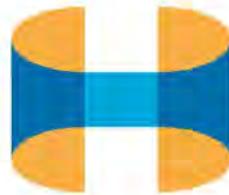
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Application for City of Garden City Downtown Development Fund



HUTTON
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10-13-15

Mr. Kaleb Kentner
Planning and Community Development Director
City Administration Center
Garden City, Kansas

Attached is Hutton Construction's application for the Garden City Downtown Development Fund. In this application you will find a copy of the Deed, receipt of paid property taxes, building permit, a copy of our City approved project plans, as well as an interior and exterior rendering of the building. This application is for the 80% reimbursement of the project's construction costs which we estimate to be \$300,000. We are not requesting reimbursement for any professional fees in this application.

The scope of this project is to include full interior renovations, new electrical and HVAC systems, reroof, new exterior aluminum doors and windows and refinishing of the exterior of the property located at 116 East Laurel.

By completing this project Hutton Construction will be relocation our business office into the Downtown District and thus bringing four full time employees Downtown, as well as give us the much needed room to grow our staff in the future.

We at Hutton Construction believe in the viability and importance of Garden City's Downtown district and are excited to call it our home. Thank you to you and the City Commission in your consideration of our application. If you have any questions regarding this application please feel free to contact me at 620-290-0820 or via email at afahrmeier@huttonconstruction.com.

Respectfully Submitted,

Andy Fahrmeier
Division Manager
Hutton Construction

CONCRETEVISION

TEL 316 942 8855 | FAX 316 942 8881 | 2229 S. West St. Wichita, KS 67213 | HuttonConstruction.com



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APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION # _____ DATE _____

PLEASE PRINT OR TYPE

OWNER'S NAME
116 E. Laurel, LLC

OWNER'S MAILING ADDRESS
2229 S. West Street
Wichita, KS 67213

PHONE NUMBERS
HOME Cell 316-833-2565
WORK 316-942-8855

PROPERTY ADDRESS
116 E. Laurel
Garden City, KS 67846

EMAIL bhutton@huttonconstruction.com or afahrmeier@huttonconstruction.com

PROPERTY IDENTIFICATION INFORMATION
(Parcel ID number and Legal description are documented on your tax statement or call the County Clerk's Office)

COPY OF DEED RECEIPT OF PAID TAXES LEGAL DESCRIPTION see attached Use additional sheets if necessary

PARCEL IDENTIFICATION NUMBER (CAMA)
028-274-18-0-40-07-001.01-0-00

PROPERTY IMPROVEMENTS
PLEASE CHECK ALL THAT APPLY

Environmental Remediation Façade Renovation Interior Remodel Efficiency Upgrades
 2nd Story Residential/ Commercial Development Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?
 No Yes *(must attach proof of historic registration)*

PROPOSED PROPERTY IMPROVEMENTS

IMPROVEMENT DESCRIPTION (Please be specific and Use additional sheets if necessary) IMPROVEMENT (cost estimates) \$ 300,000
Total interior renovation including HVAC/plumbing, electrical and finishes
Building permit #B15-000743

PROJECTED CONSTRUCTION SCHEDULE

10 / 12 / 2015 12 / 31 / 2015
START DATE FINISH DATE

 10 / 13 / 2015
PROPERTY OWNER / APPLICANTS SIGNATURE DATE

APPROVALS:
 Community Development Date of Approval _____
 Finance Director Date of Approval _____



Garden City, Kansas

APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

116 E. Laurel, LLC

Supplemental Page

LEGAL DESCRIPTION:

The West Sixty Three Feet (W. 63') of Lot Thirteen (13) and the West Sixty Nine Feet (W. 69') of Lot Fourteen (14), Block Nine (9) of Original Plat, Garden City, Finney County, Kansas;

EXCEPT the East Six Feet (E. 6') of the North Eighteen Feet Four Inches (18'4") of the West Sixty Nine Feet (W. 69') and EXCEPT the East Three Feet Nine Inches (E. 3'9") of the center One Foot Nine Inches (Center 1'9"), starting Eighteen Feet and Four Inches (18'4") from the North of the West Sixty Nine Feet (W. 69'); and EXCEPT the East Eight Feet (E. 8') from the South Ten Feet Four Inches (S. 10'4") of the West Sixty Nine Feet (W. 69').

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318 315

Filed By
First American Title
417 N. 8th
Garden City, KS 67846
620-276-7441

Entered in Transfer Record in my office this
18 day of Dec A.D., 20 14
Elsa Verich
Finney County Clerk

DATA ENTRY
LAND INDEX

State of Kansas, Finney County SS.
This instrument was filed for Record
12/17/2014 at 03:01 PM
& recorded in Book 0318 on Page 315
Fees: \$12.00
2014-05893
Ulrike Lappi N.
ULRIKE LAPPI N.
FINNEY COUNTY REGISTER OF DEEDS

KANSAS WARRANTY DEED



Grantor(s): E & M Rentals LLC

Grantee(s): 116 E. Laurel, LLC
Grantee(s) mailing address: _____

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) **GRANT, BARGAIN, SELL, CONVEY AND WARRANT** to Grantee(s), the following described premises, to wit:

The West Sixty Three Feet (W. 63') of Lot Thirteen (13) and the West Sixty Nine Feet (W. 69') of Lot Fourteen (14), Block Nine (9) of Original Plat, Garden City, Finney County, Kansas; EXCEPT the East Six Feet (E. 6') of the North Eighteen Feet Four Inches (18'4") of the West Sixty Nine Feet (W. 69') and EXCEPT the East Three Feet Nine Inches (E. 3'9") of the center One Foot Nine Inches (Center 1'9"), starting Eighteen Feet and Four Inches (18'4" from the North of the West Sixty Nine Feet (W. 69'); and EXCEPT the East Eight Feet (E.8') of the South Ten Feet Four Inches (S. 10'4") of the West Sixty Nine Feet (W. 69').

Subject to all easements, restrictions, reservations and covenants, if any, now of record

The Grantor(s) hereby covenanting that the Grantor(s), their successors and assigns, will **WARRANT AND DEFEND** the title to the premises unto the Grantee(s), their successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.



Dated: 12-17-14

E & M Rentals LLC

Eva Barraza
By: Eva Barraza, Member

Ydalia Maribel Resendiz
By: Ydalia Maribel Resendiz, Member

Jose A. Gonzalez
By: Jose A. Gonzalez, Member

STATE OF Kansas)
) ss.
COUNTY OF Finney)

On 12-17-14 this deed was acknowledged before me by **Eva Barraza, Ydalia Maribel Resendiz and Jose A. Gonzalez, Members of E & M Rentals LLC**, for and on behalf of said

Ann McDowell
Notary Public



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620-276-1170

INSPECTIONS
620-276-1120

inspection@garden-city.org

CODE COMPLIANCE
620-276-1120
code@garden-city.org

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planning@garden-city.org

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Tax Year: 2014

Stmt: 6352 Type: REAL ESTATE Parcel ID: 028-274-18-0-40-07-001.01-0-00

Property Address:

116 E LAUREL

GARDEN CITY 67846

T/U: 001 - CITY City/Twp: GARDEN CITY Sub Div: ORIGINAL PLAT BLK 9 & SUB BLK9 USD: 457

Levy: 145.971 Sec: 18 Twp: 24 Rng: 32W Lot: 13-14 Blk: 09

General Tax: \$2,234.09
Specials: 1,936.16

Total Tax: 4,170.25
Rec To-Dt: 4,170.25

Balance: 0.00
Int-To-Dt (As of 10/12/2015): 0.00
Fees: 0.00

Total Due: \$0.00

Owner Information:

E & M RENTALS LLC
1502 HARDING AVE
GARDEN CITY KS 67846-4700

[View Appraisal Information](#)

Legal Description:

ORIGINAL PLAT BLK 9 & SUB
BLK9---309
, BLOCK 09 LOT 13 - 14, TR IN LOTS
13
& 14BEG NW COR LOT 13 TH SWLY
100' T
H SELY 61' TH NELY 10.4' TH SELY
8' TH

pd in full

Receipt Information

Type	Receipt Number	Date	Tax	Int/Fee
CUR *	06 1616	12/17/2014	4,170.25	0.00

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planning@garden-city.org



INSPECTIONS: PH 620-276-1120 FAX: 620-276-1173
WEB: gardencty.org
301 N. 8th, P.O. BOX 998 Garden City, KS 67846

BUILDING PERMIT
Permit #: B15-000743
Issue Date: 10/09/2015

Location: Garden City

Job Site Information:
116 East LAUREL
GARDEN CITY, KS 67846

Property Owner:
116 E LAUREL LLC
2229 S WEST ST
WICHITA KS 67213-1113

Applicant Information:
116 E LAUREL LLC

Subdivision:
Legal Description:
Zoning District:
Description of Work: INTERIOR REMODEL OFFICE

Contractor Information
General Contractor: HUTTON CONSTRUCTION CORP
Electrical:
Mechanical:
Plumbing:

License #:
15-5011

NOTICE TO OWNERS WORKING ON THEIR OWN PROJECTS

An owner may take out permits to build a house in which they reside. The owner may build the structure and do his own plumbing, wiring and heating and air, providing they have taken out proper permits for each of the above and each is properly inspected and approved. The owner may hire a laborer, however if the owner employs a carpenter, plumber, electrician or mechanical (heating & air) installer, the hired individual shall be a contractor, licensed and bonded by the City of Garden City. Non-licensed help cannot be utilized. I, the undersigned have read this notice and its requirements and I signify that I intend to do my own work in each of the building areas for which I have obtained permits and that any assistance which I may require in these areas will be provided by a licensed and bonded contractor. I am aware, that should I utilize any non-licensed help with the exception of general laborers, that this shall be grounds for immediate revocation of the building permit.

Building Permit Information: Work to begin: and to be completed:

Floor Area: sqft
Living Space: sqft
Basement: sqft
Finished:
Rough In:

Total Site Area
sqft: 2800
acres:
Lot Coverage:
Total Area:
#Bathrooms:
#Bedrooms:
Total # Rooms:

Valuation: \$0.00
Water Pipe Diameter:
Electric Meter:
Waste:

Garage: sqft
Decks: sqft
Porches: sqft

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY.

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE FOR VIOLATIONS.

Building Official: *Alejandra Ramos*

Date: October 09, 2015

PERMISSION HAS BEEN GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.

****Office Use Only****	
Receipt #: 10239	Amount Paid: 0.00 Amount Due: 0.00

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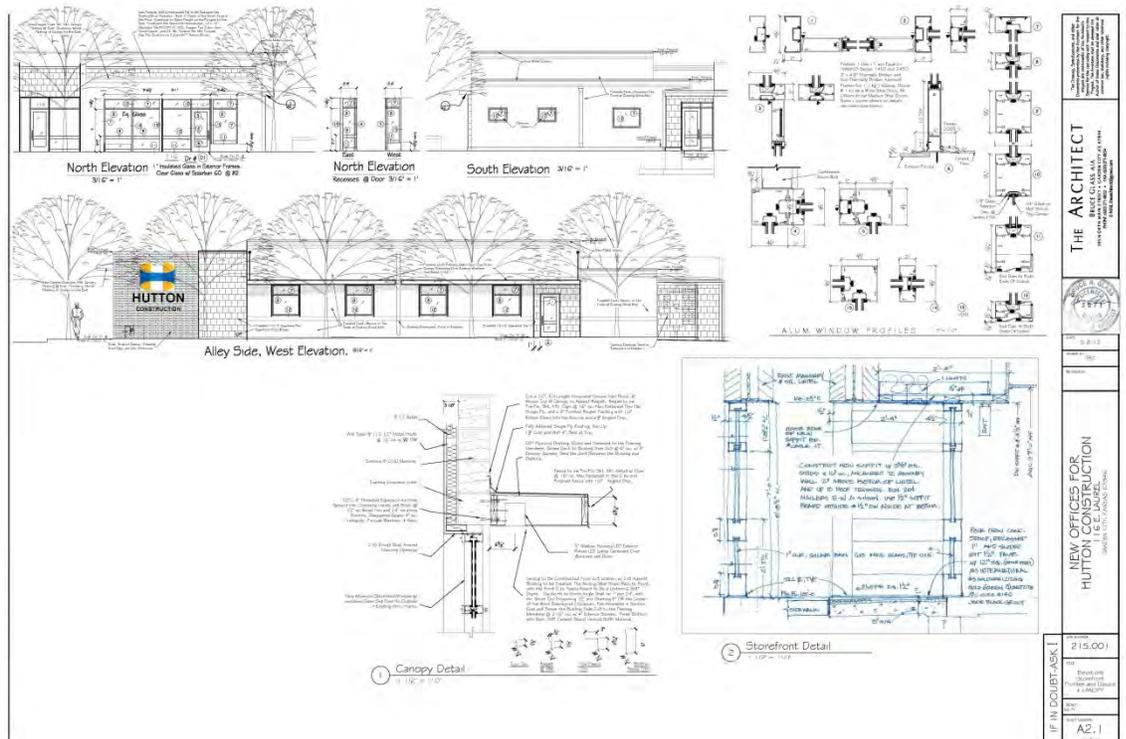
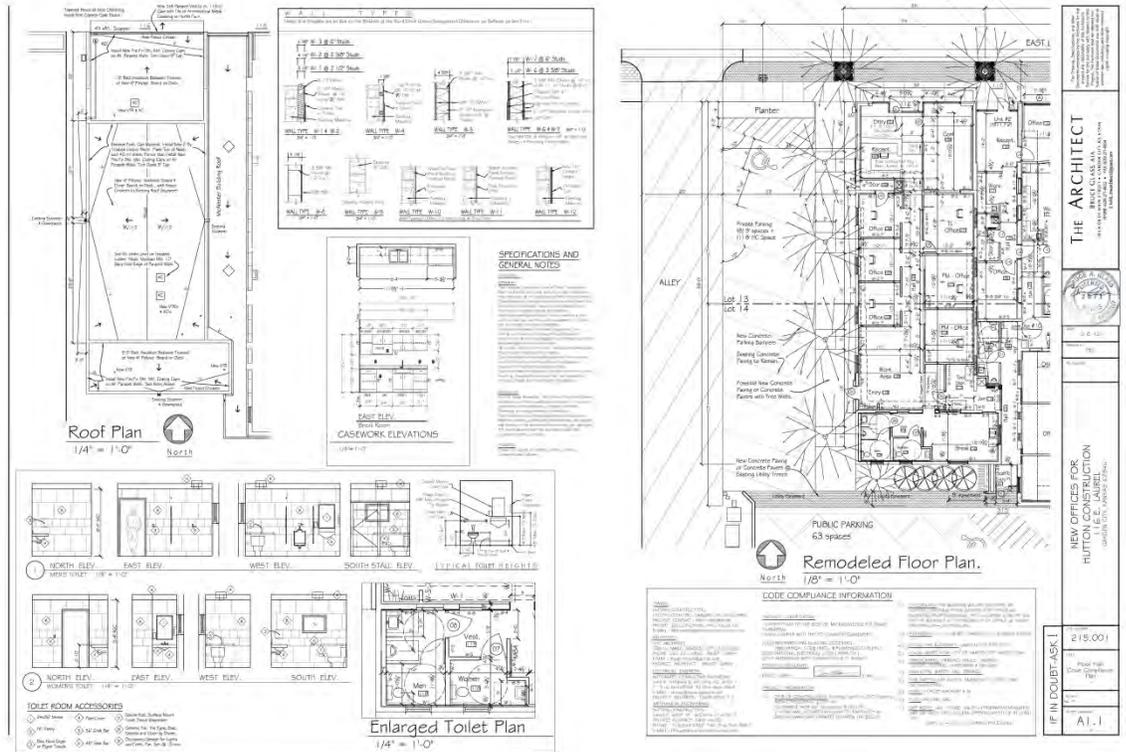
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Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 20, 2015
Re: Garnand Funeral Home's Application for Downtown Development Fund

ISSUE: Consideration of Garnand Funeral Home's application for the Downtown Development Fund

BACKGROUND: Garnand Funeral Home has submitted an application for the Downtown Development Fund for an addition and re-model of their business located at 412 N 7th St. The project includes the addition of a crematorium and the interior re-model of their chapel, state rooms and turning a private area into a public access area. The application is for the 80% reimbursement of the project's construction costs. The project is estimated to cost \$400,000. The application submittal has been attached for the Commission's review.

The project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVES: The Governing Body may:

1. Approve the requested application for the Downtown Development Fund in the full amount.
2. Deny the requested application for the Downtown Development Fund.
3. Approve a portion of the costs as determined by the Governing Body.

RECOMMENDATION:

Staff recommends approval of one of the alternatives.

FISCAL NOTE: 80% of \$400,000 is **\$320,000** and would exceed the total \$250,000 budgeted for the Downtown Development Fund.

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Front View of Property



North View of Property



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Northwest View of Property



Rear View of Property



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Rear View (SE) of Property



Rear View (SW) of Property



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APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION # _____ DATE: _____

PLEASE PRINT OR TYPE

OWNER'S NAME	OWNER'S MAILING ADDRESS
GARNAND FUNERAL HOME, INC.	412 NORTH 7TH
PHONE NUMBERS	GARDEN CITY, KANSAS 67846
HOME _____	PROPERTY ADDRESS
WORK 620-276-3219	412 NORTH 7TH
EMAIL cboomhower@sbcglobal.net	_____

PROPERTY IDENTIFICATION INFORMATION
(Parcel ID number and Legal description are documented on your tax statement or call the County Clerk's Office)

COPY OF DEED RECEIPT OF PAID TAXES **LEGAL DESCRIPTION** Use additional sheets if necessary

PARCEL IDENTIFICATION NUMBER (CAMA) STEVENS, JA ADDN-- 389, S18, T24, R32W
274 18 0 10 42 002 00 0 BLOCK 28 LOT 1-3

PROPERTY IMPROVEMENTS
PLEASE CHECK ALL THAT APPLY

Environmental Remediation Façade Renovation Interior Remodel Efficiency Upgrades
 2nd Story Residential/ Commercial Development Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?
 No Yes *(must attach proof of historic registration)*

PROPOSED PROPERTY IMPROVEMENTS

IMPROVEMENT DESCRIPTION **IMPROVEMENT (cost estimates) \$** 640,000
(Please be specific and Use additional sheets if necessary)

ADDITIONAL OF A CREMATORY AND INTERIOR
REMODEL OF CHAPEL, STATE ROOMS & TURNING
PRIVATE AREA INTO PUBLIC ACCESS

PROJECTED CONSTRUCTION SCHEDULE

9 / 21 / 2015 EST 12 / 15 / 2015

START DATE FINISH DATE

Craig Boomhower _____
PROPERTY OWNER / APPLICANTS SIGNATURE DATE

OCT 22, 2015

FOR OFFICE USE ONLY

APPROVALS:
 Community Development Date of Approval _____
 Finance Director Date of Approval _____



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Finney County
Raylene Dick
P O Box M
Garden City, KS 67846
620-272-3527
www.finneycounty.org

FINNEY COUNTY KS

2014
TAX STATEMENT
Real Estate

Statement: 008350
Pin: 2A47068G

GARNAND FUNERAL HOME INC

District Breakdown		Gen Tax	Parcel ID		
GARDEN CITY		4028.16	274 18 0 10 42 002 00 0		
USD 457		4936.35	Tax Unit		
USD 457 BOND & INTEREST		1089.63	001 CITY		
GARDEN CITY REC COMM		617.86	City/Twp		
GARDEN CITY CC		2656.36	21 GARDEN CITY		
STATE		189.88	Sub Division		
FINNEY COUNTY		4913.35	389 STEVENS, JA ADDN		
TOTAL		18431.59	Land Use	USD	Levy
			6710	457	145.971
			TOTAL TAX \$18,431.59		

Class	Land	Improve	Gen Tax	TAX DUE	
RESIDENTIAL	774	13507	2099.21	TAX DUE \$18,431.59	
COMMERCIAL/INDUST	4518	107685	16378.38		
School Exempt			46.00		
TOTAL	126584		18431.59		

Legal Description
STEVENS, JA ADDN---389, S18, T24, R32W, BLOCK 28, Lot 1 - 3
Prop Addr: 412 N SEVENTH Sec: 18 Twp: 24 Rng: 32W Lot: 1 Blk: 28 0 01476 000000

IF YOU NO LONGER OWN LISTED PROPERTY,
CALL THE FINNEY COUNTY APPRAISER 620-272-3514.

To pay taxes online, go to...
www.accesskansas.org/kspropertytax/index.do

----- On Personal Property and Oil/Gas Taxes -----
 - Half payments are not accepted after December 20th -
 - All prior year delinquent taxes must be paid in full -
 - before we can accept current tax. -

Please make checks payable to Finney County Treasurer.
Please advise our office of any address changes.

*** 2nd Half Notices Will Not Be Sent ***

PLEASE RETURN APPROPRIATE COUPON BELOW WITH YOUR REMITTANCE.



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Finney County
P O Box M
Garden City, KS 67846
620-272-3527

Raylene Dick

Tax Receipt

Receipt Date: 12/18/2014
Terminal Number: 01

Receipt Num: 7225 1st Half GARNAND FUNERAL HOME	Year: 2014 412 SEVENTH GARDEN CITY KS 67846-5594	Stmt Num: 8349	Personal Property COMPUTER PRINTER 1997 DESK 1998 FURNITURE/FIXTURES 2004 FURNITURE/FIXTURES 1998 ADDR: 412 N SEVENTH
Parcel ID: 001 21 GARNFUNERAL Lot: Blk: Sec: 00 Twp: 00 Rng: 00			Receipt Amount: 162.83 Receipt Fees:
Receipt Num: 7226 1st Half GARNAND FUNERAL HOME INC	Year: 2014 412 N 7TH ST GARDEN CITY KS 67846-5523	Stmt Num: 8350	Real Estate STEVENS, JA ADDN--389, S18, T24, R32W, BLOCK 28, Lot 1 - 3
Parcel ID: 27418010420020000000 Lot: 1 Blk: 28 STEVENS, JA ADDN Sec: 18 Twp: 24 Rng: 32W			ADDR: 412 N SEVENTH Receipt Amount: 9215.80 Receipt Fees:
Receipt Num: 7227 1st Half GARNAND FUNERAL HOME INC	Year: 2014 412 N 7TH ST GARDEN CITY KS 67846-5523	Stmt Num: 8351	Real Estate FOLTZ RESURVEY---619, S15, T24, R32W, Lo t 7, ACRES 1.1
Parcel ID: 27515000060272200000 Lot: 7 Blk: FOLTZ RESURVEY Sec: 15 Twp: 24 Rng: 32W			ADDR: 4205 CHAMBER Receipt Amount: 1454.75 Receipt Fees:

WSB MAIL/RD/*	Total Tax: 10833.38
	Total Fees:
	TOTAL RECEIPTS: 10833.38

Check: \$10,833.38
Ck Num: 42506

GARNAND FUNERAL HOME
412 SEVENTH
GARDEN CITY KS 67846-5594



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FAX 620.276.1173
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FINNEY COUNTY
P O Box M
Garden City, KS 67846
820-272-3927

Raylene Dick

Tax Receipt

Receipt Date: 4/27/2015
Terminal Number: 05

Receipt Num: 5998 2nd Half	Year: 2014	Stat Num: 8350	Real Estate
GARNAND FUNERAL HOME INC	412 N 7TH ST GARDEN CITY MO 67846-5523	STEVENS, JA ADDN--389, S18, T24, R32W, BLOCK 28, Lot 1 - 3	
Parcel ID: 27418010420020000000	Lot: 1	Sec: 18	Twp: 24 Rng: 32W
ADDR: 412 N SEVENTH		Receipt Amount:	9215.79
Fees:			

CountyWorks by Neutron

IH/ CK # 42939

Total Tax:	9215.79
Total Fees:	
TOTAL RECEIPTS:	9215.79

GARNAND FUNERAL HOME INC
412 N 7TH ST
GARDEN CITY KS 67846-5523



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INSPECTIONS: PH 620-276-1120 FAX: 620-276-1173
WEB: gardencity.org
301 N. 8th, P.O. BOX 998 Garden City, KS 67846

BUILDING PERMIT

Permit #: B15-000639
Issue Date: 09/04/2015

Location: Garden City

Job Site Information:
412 North SEVENTH
Garden City, KS 67846

Property Owner:
GARNAND FUNERAL HOME INC
412 N 7TH ST
GARDEN CITY KS 67846-5523

Applicant Information:
Lee Construction, Inc.
Lee Construction, Inc.
413 Campus Dr., Suite 101
Garden City KS 67846

Subdivision:

Legal Description:

Zoning District:

Description of Work: NEW BUILDING ADDITION-GARNAND FUNERAL HOME CREMATORIUM

Contractor Information

General Contractor: Lee Construction, Inc.
Electrical: 3G Electric, Inc.
Mechanical: TATRO PLUMBING CO., INC.
Plumbing: Tatro Plumbing

License #:

15-4565
15-4754
15-4706
15-4578

NOTICE TO OWNERS WORKING ON THEIR OWN PROJECTS

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Building Permit Information: Work to begin: 09/21/2015 and to be completed: 05/27/2016

Floor Area: 709 sqft
Living Space: sqft
Basement: sqft
Finished:
Rough In:

Total Site Area
sqft:
acres:
Lot Coverage:
Total Area:
#Bathrooms:
#Bedrooms:
Total # Rooms:

Valuation: \$400,000.00

Water Pipe Diameter:
Electric Meter:
Waste:

Garage: sqft
Decks: sqft
Porches: sqft

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY.

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE FOR VIOLATIONS.

Building Official:

Rachel Roberts

Date: September 04, 2015

PERMISSION HAS BEEN GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.

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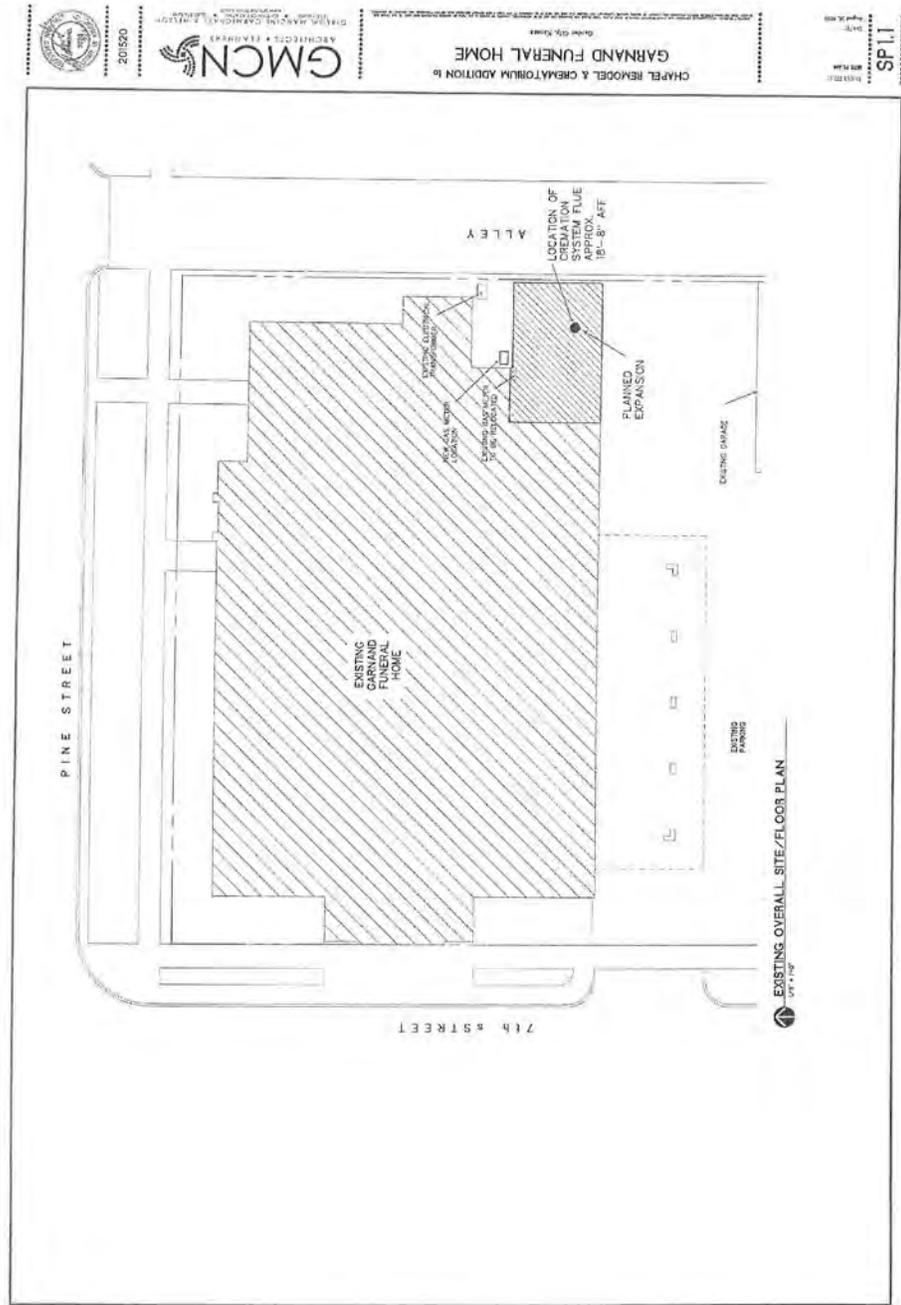
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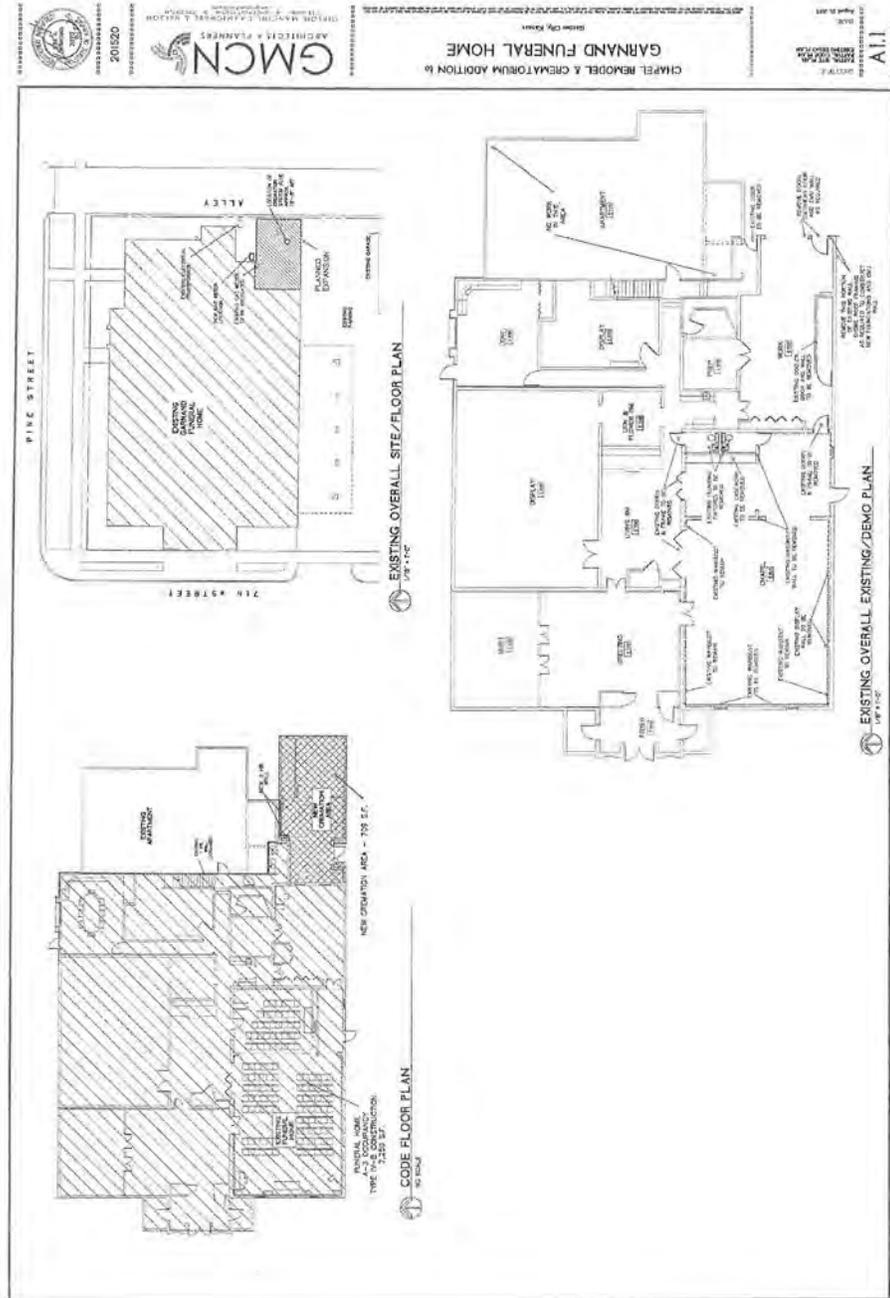
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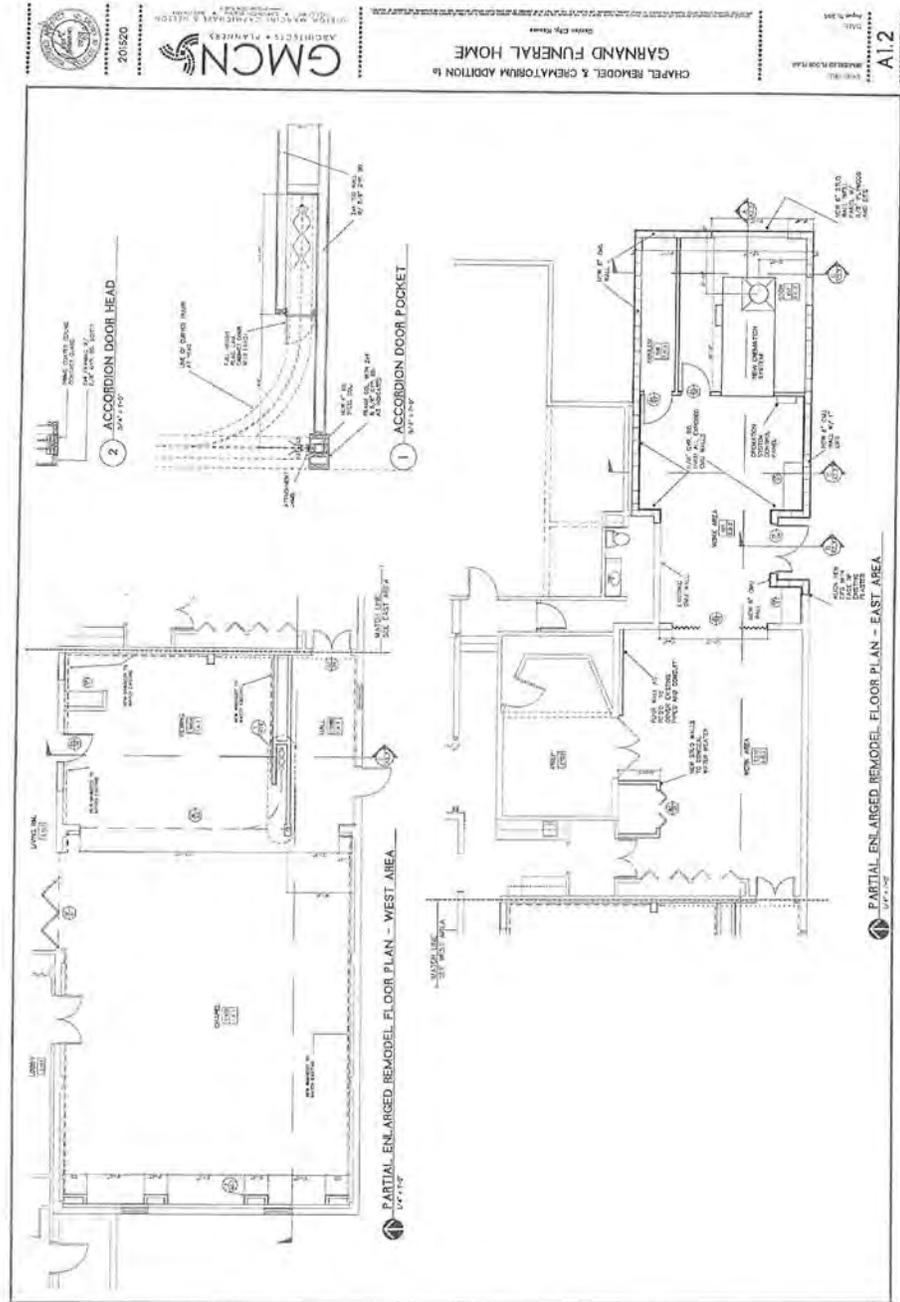
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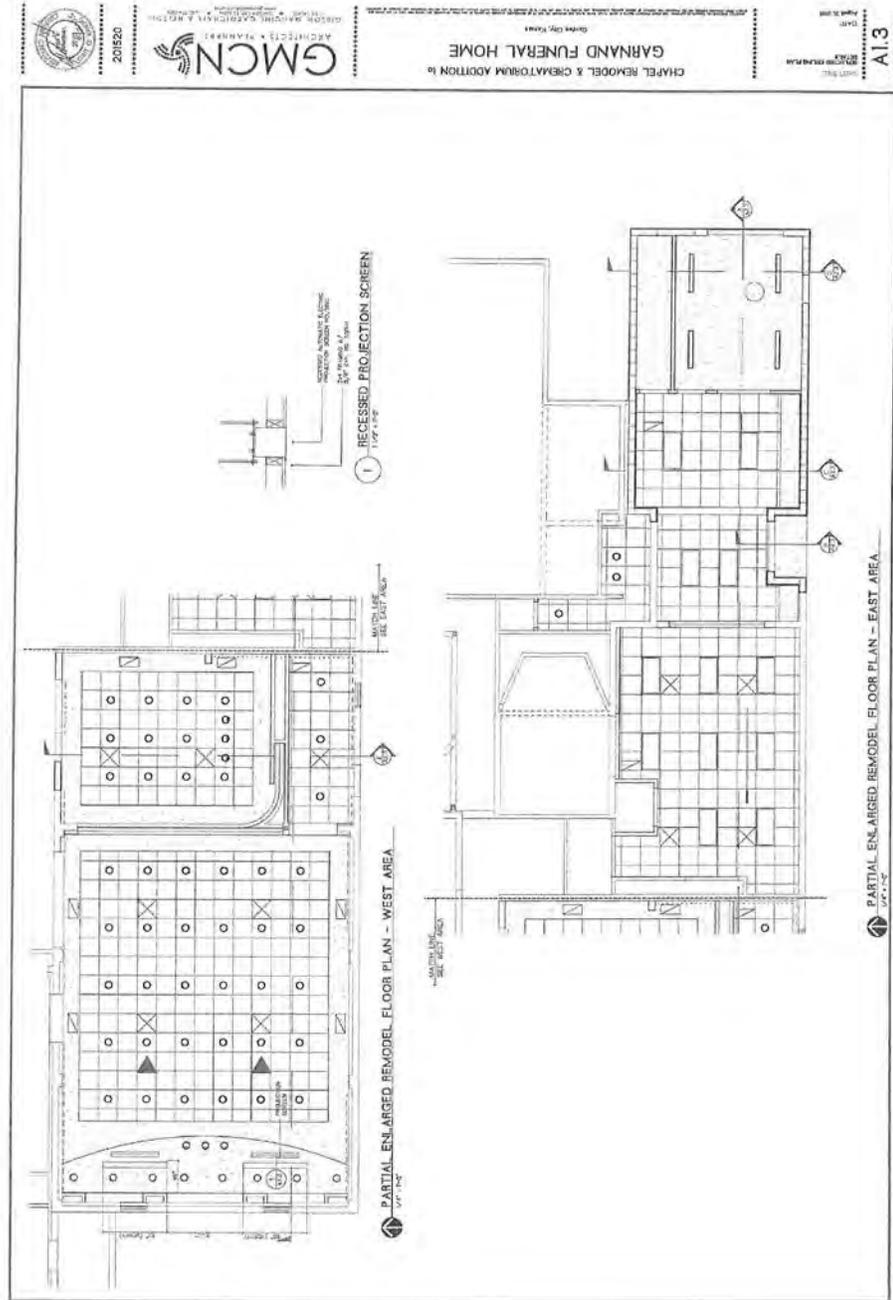
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GARDEN CITY, KANSAS
201820

GMCN
ARCHITECTS + LANDSCAPE ARCHITECTS

GARNAND FUNERAL HOME
CHAPEL REMODEL & CREMATORIUM ADDITION (6)

A21

ROOM MATERIAL SCHEDULE	
1. EXTERIOR - see notes	2. INTERIOR - see notes
3. FLOORING - see notes	4. CEILING - see notes
5. WALLS - see notes	6. PARTITIONS - see notes
7. ROOFING - see notes	8. MECHANICAL - see notes
9. ELECTRICAL - see notes	10. PLUMBING - see notes
11. PAINTS - see notes	12. GLASS - see notes
13. METALS - see notes	14. FINISHES - see notes

DOOR MARK SCHEDULE			
1. MARK TYPE	2. DOOR CODES / FRAME CODES	3. FINISHES	4. MARKS
1. 100	1. 100	1. 100	1. 100
2. 100	2. 100	2. 100	2. 100
3. 100	3. 100	3. 100	3. 100
4. 100	4. 100	4. 100	4. 100

DOOR OPENING SIZE	
1. 100	1. 100
2. 100	2. 100
3. 100	3. 100
4. 100	4. 100

SOUTH ELEVATION
10' x 10'

EAST ELEVATION
10' x 10'

DOOR DETAILS
1. 100
2. 100
3. 100
4. 100

CHAPEL, 10' x 10' - WEST WALL
1. 100
2. 100
3. 100
4. 100

CHAPEL, 10' x 10' - EAST WALL
1. 100
2. 100
3. 100
4. 100

CHAPEL, 10' x 10' - WEST WALL
1. 100
2. 100
3. 100
4. 100

CHAPEL, 10' x 10' - EAST WALL
1. 100
2. 100
3. 100
4. 100



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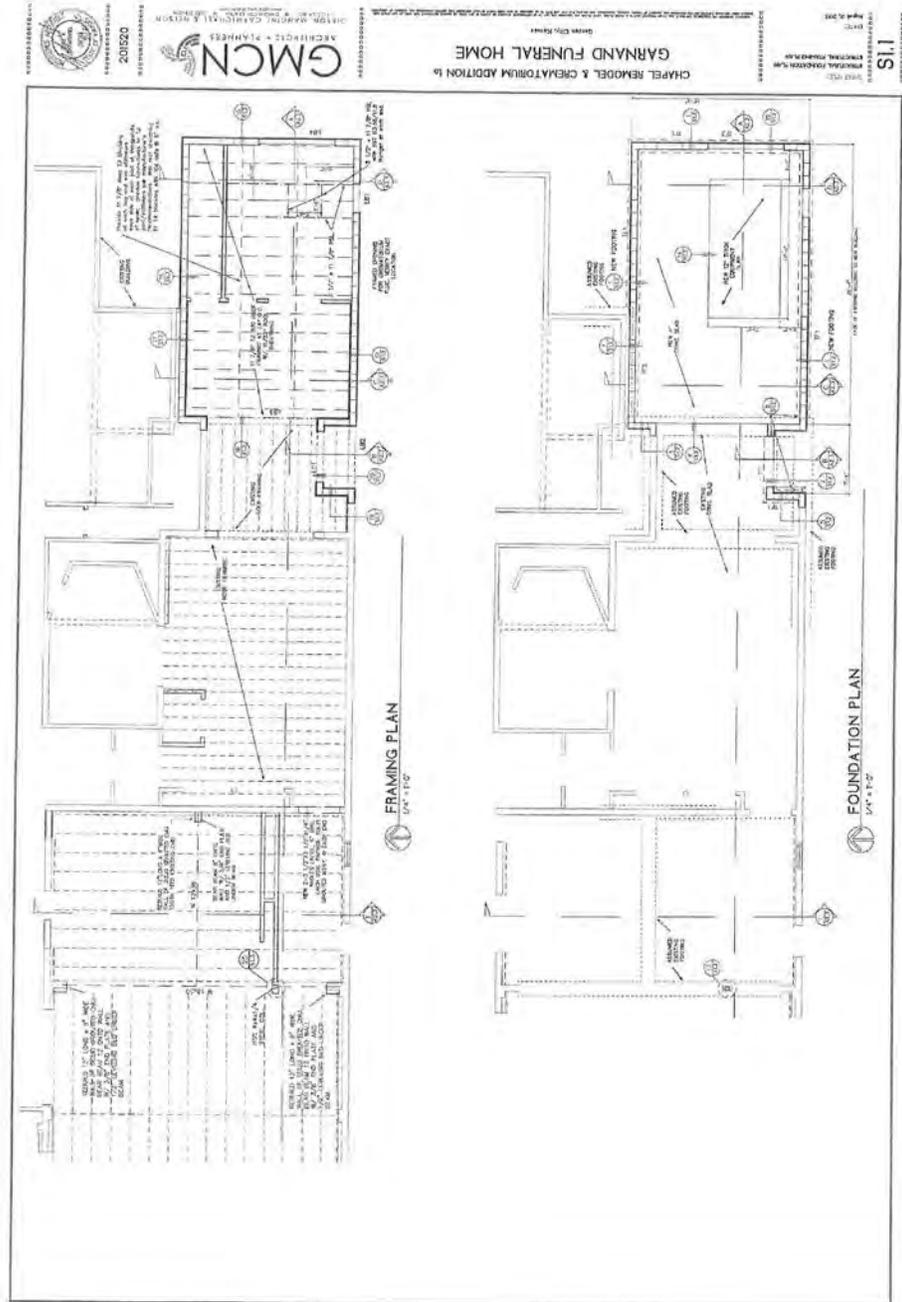
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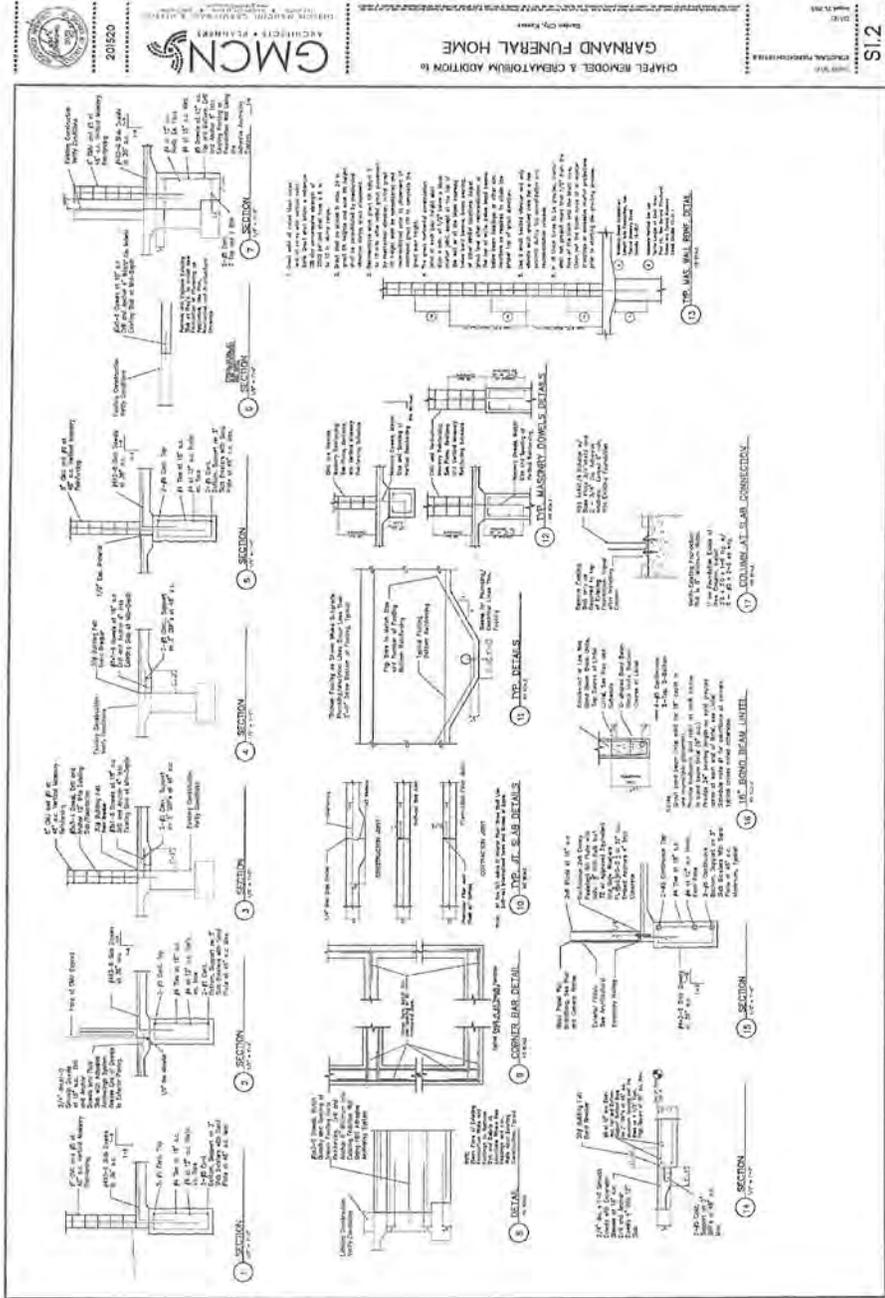
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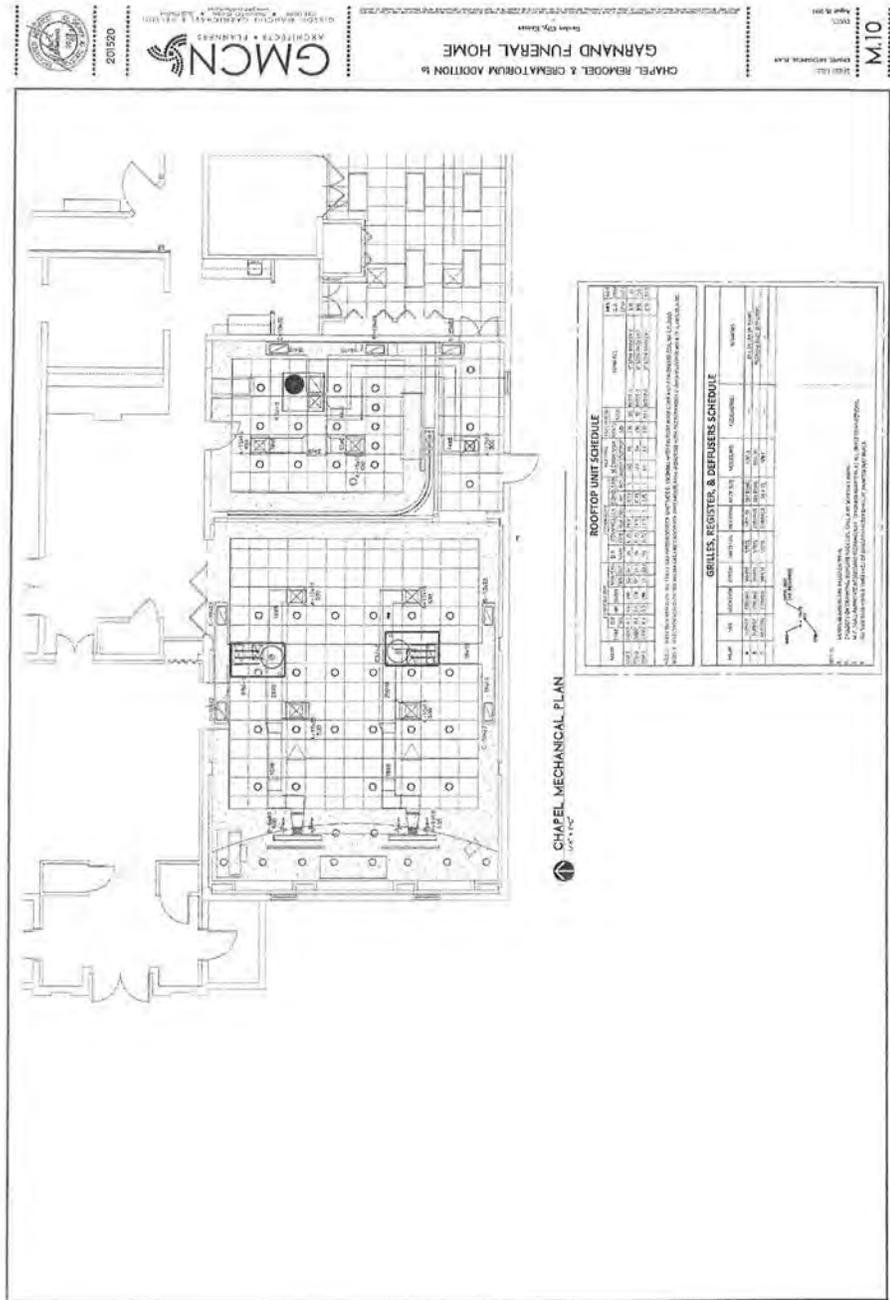
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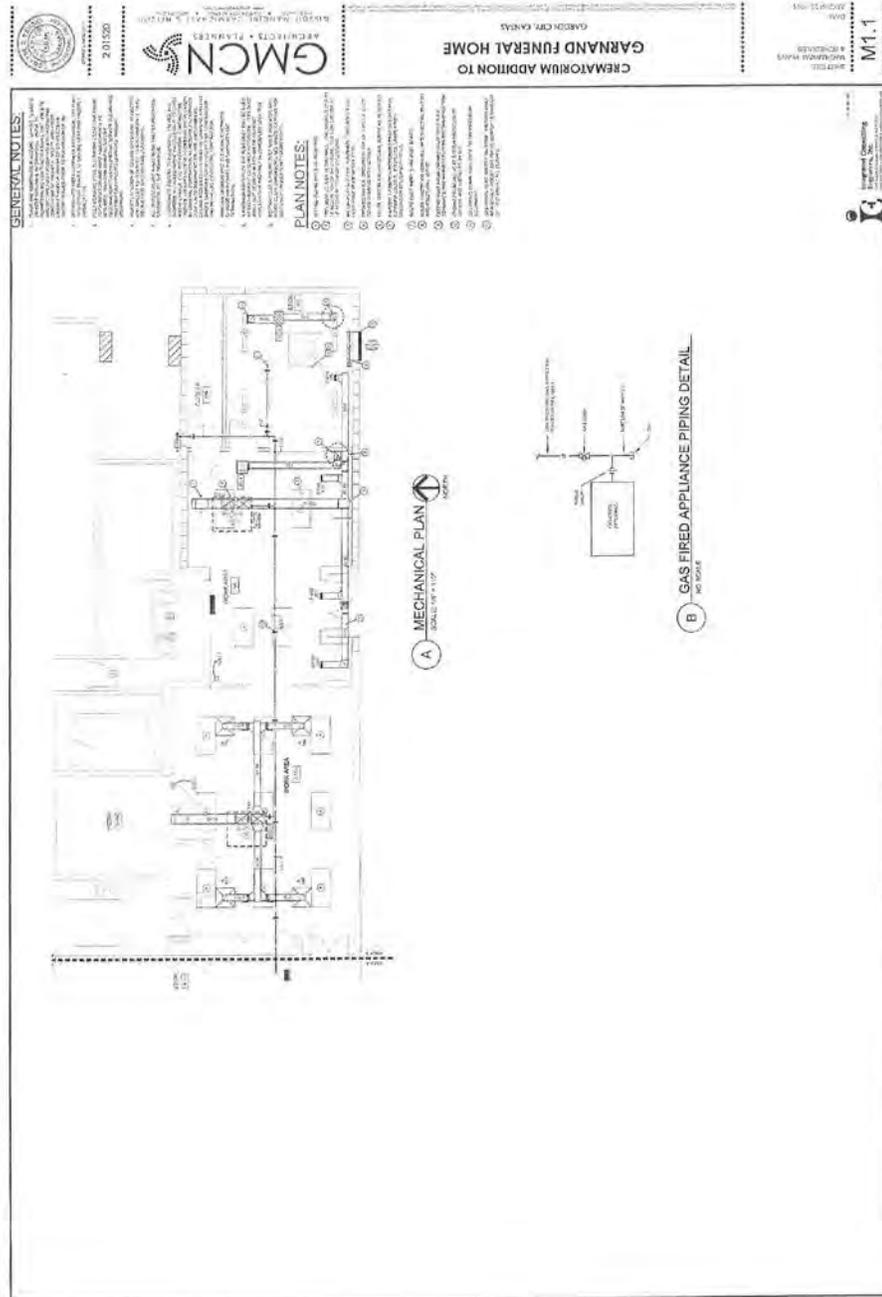
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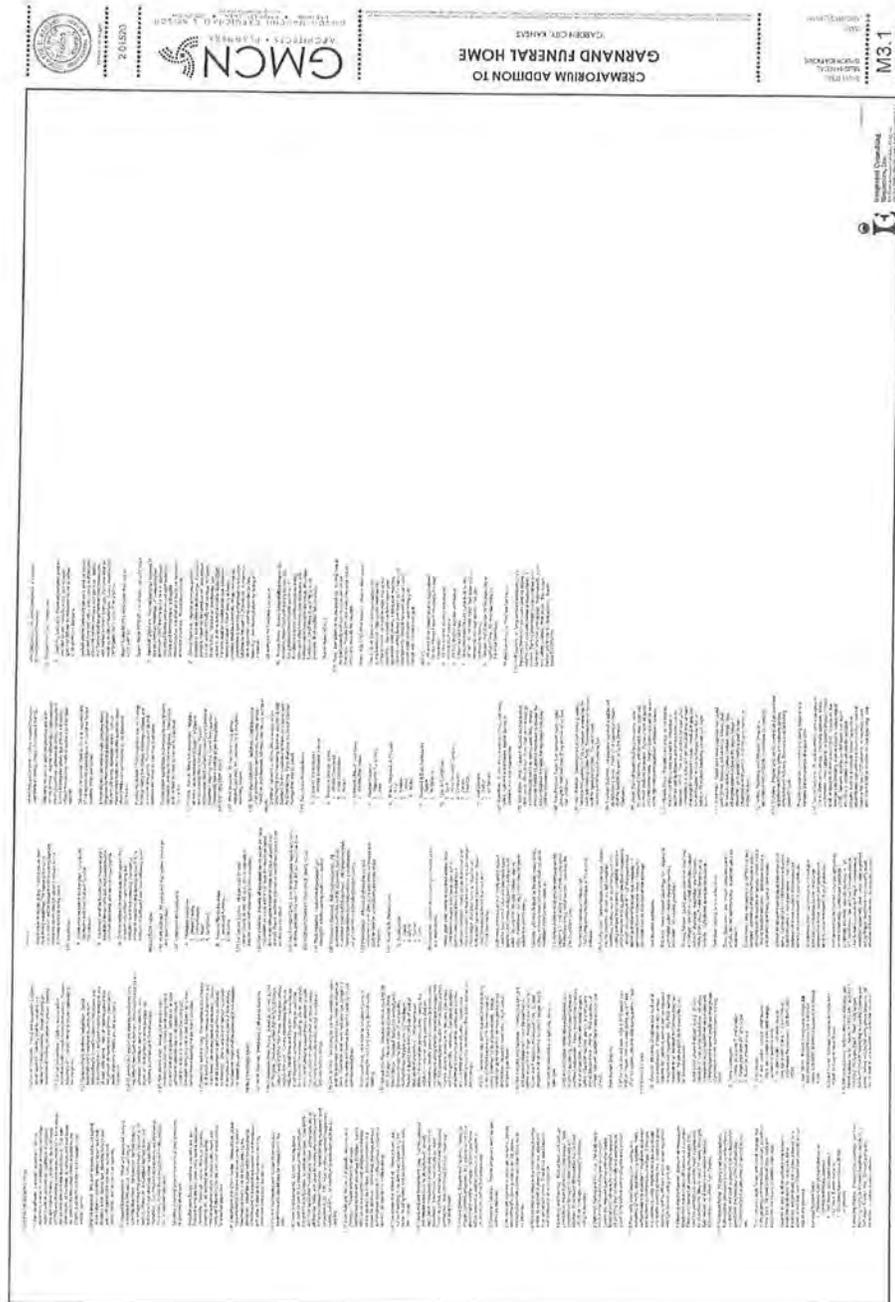
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Site Plan
Scale: 1/8" = 1'-0"



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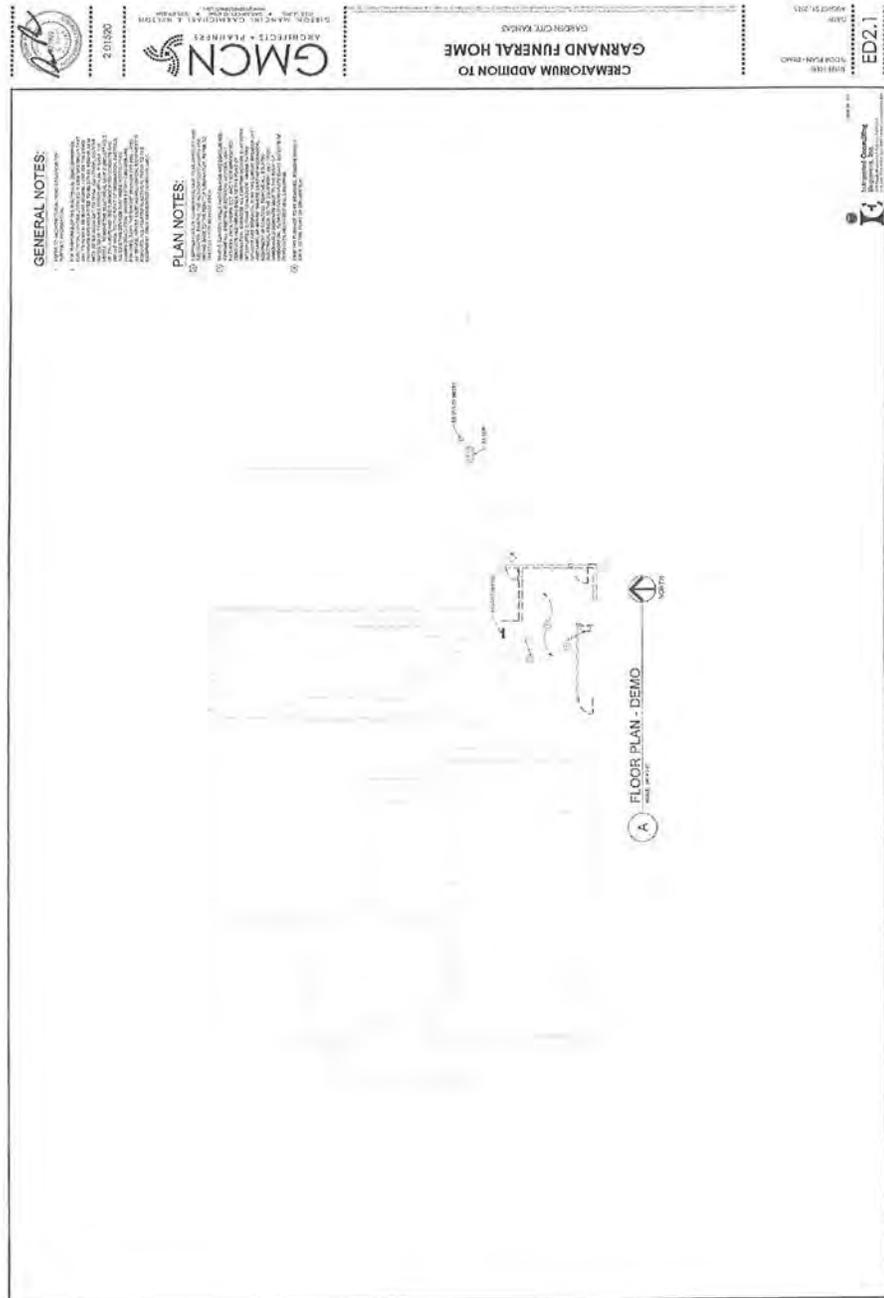
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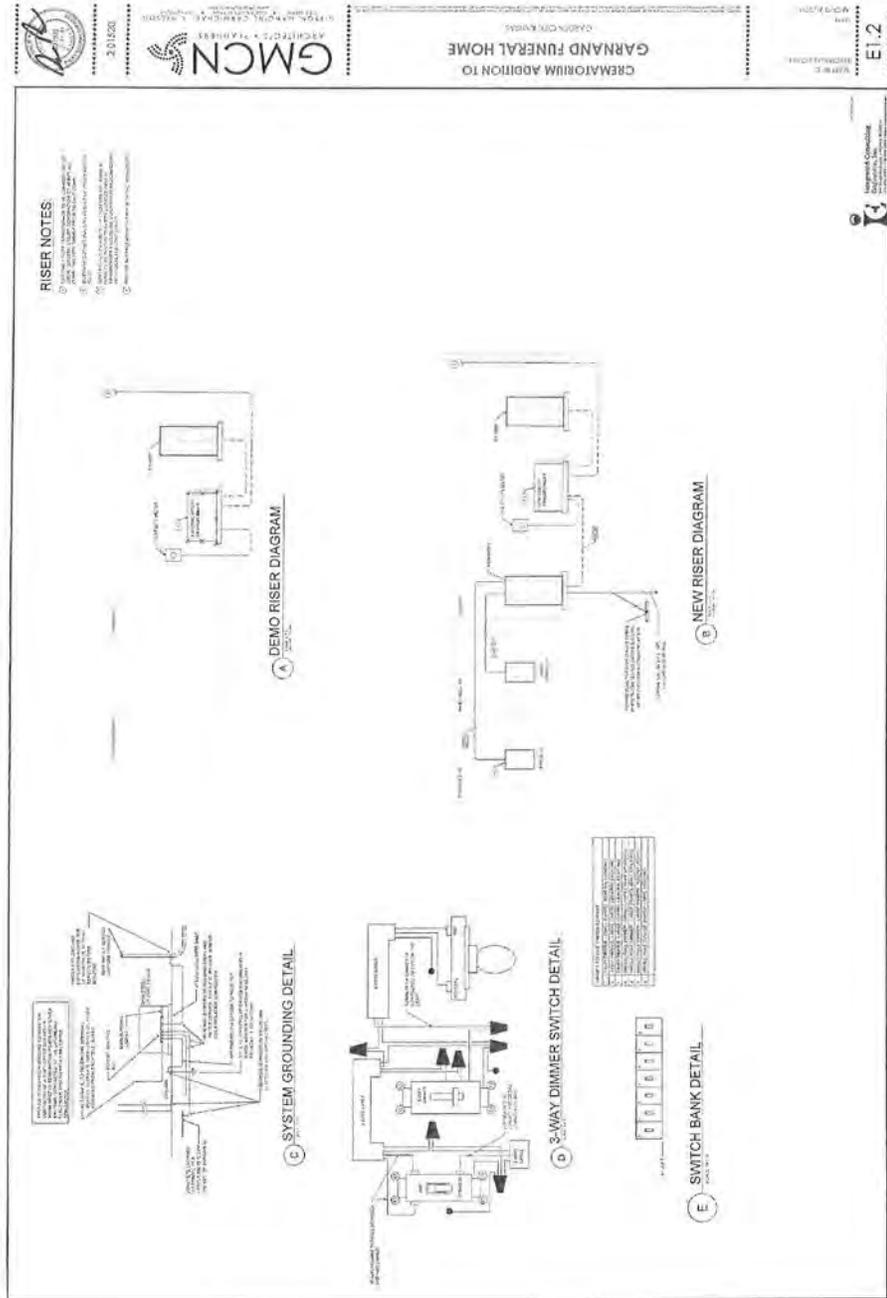
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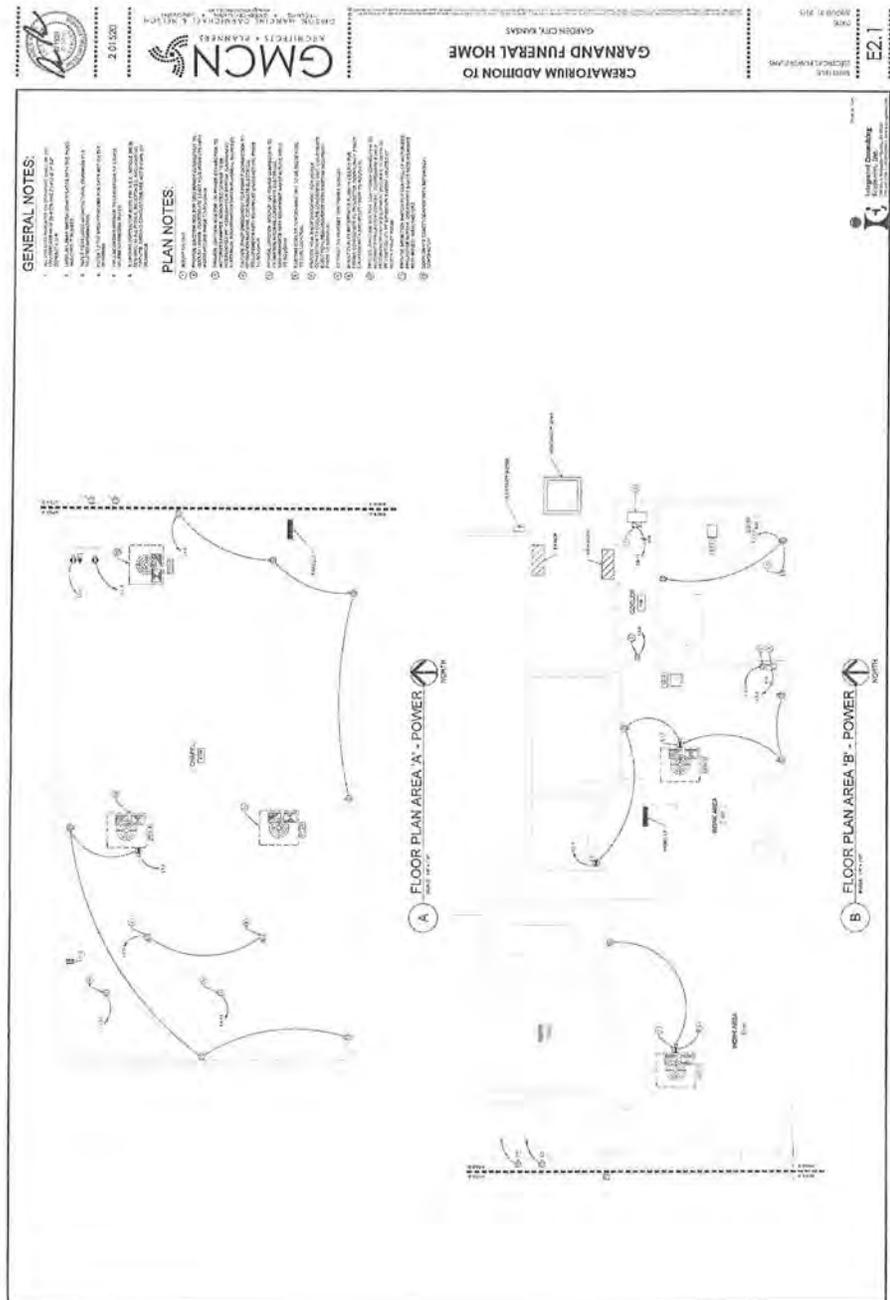
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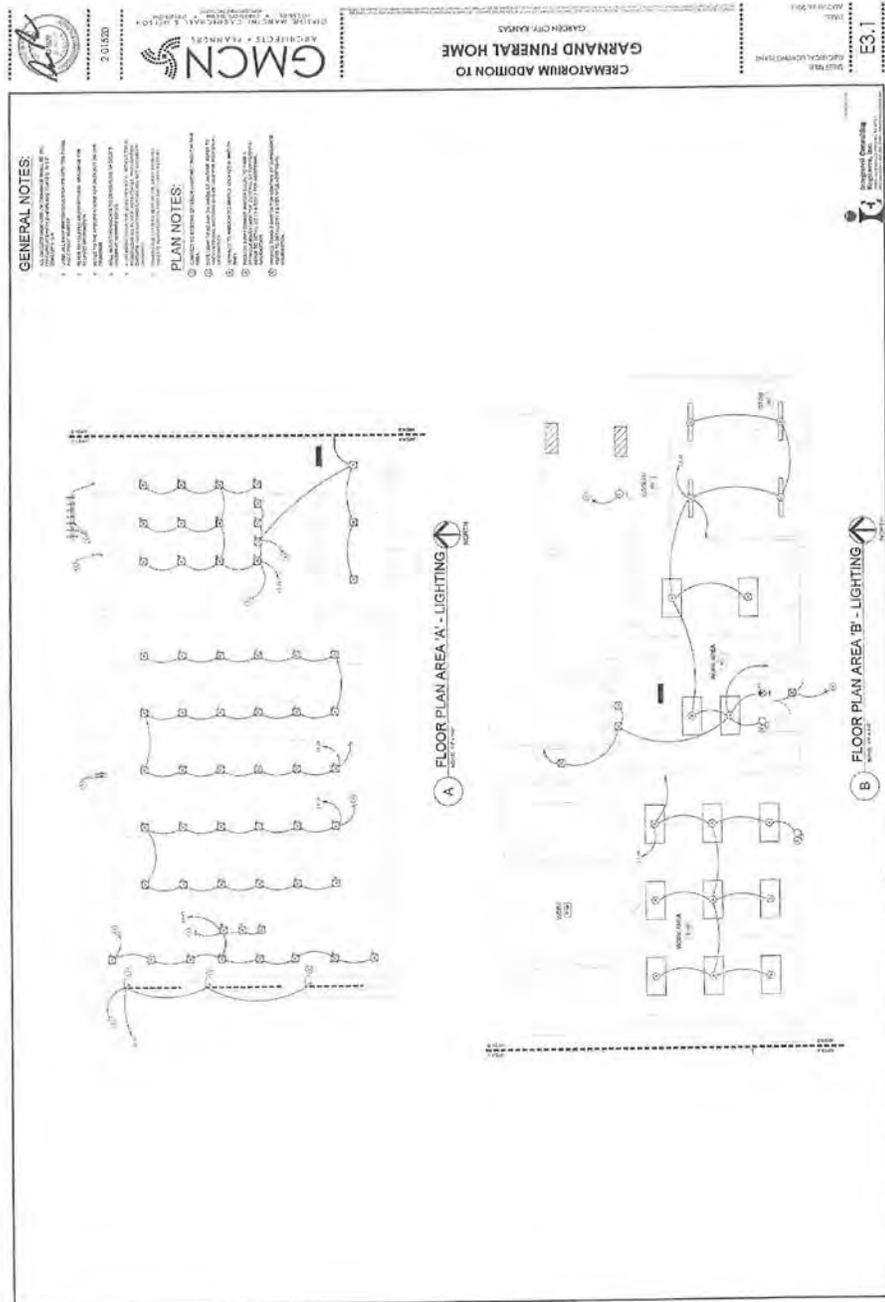
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GARDEN CITY, KANSAS
GARNARD FUNERAL HOME
CREMATORIUM ADDITION TO



E3.1



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GARDEN CITY, KANSAS GARNARD FUNERAL HOME CREMATORIUM ADDITION TO	
1. GENERAL NOTES	2. EXISTING CONDITIONS
3. PROPOSED CONDITIONS	4. CONSTRUCTION METHODS
5. MATERIALS	6. FINISHES
7. MECHANICAL	8. ELECTRICAL
9. PLUMBING	10. HEATING, VENTILATION & AIR CONDITIONING
11. INSULATION	12. GLAZING
13. ROOFING	14. EXTERIOR WALLS
15. INTERIOR WALLS	16. FLOORS
17. CEILING	18. STAIRS
19. ELEVATORS	20. ACCESSIBILITY
21. SIGNAGE	22. UTILITIES
23. SPECIALTIES	24. OTHER



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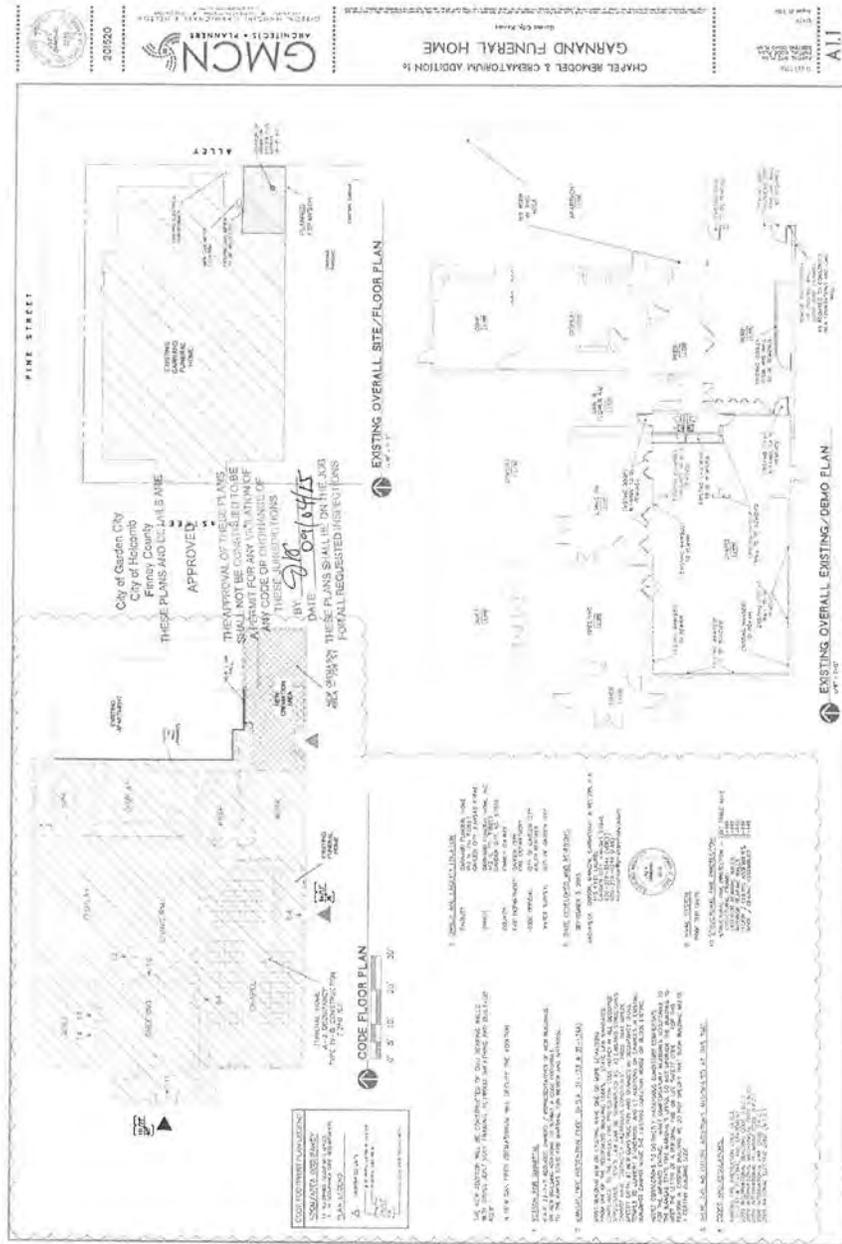
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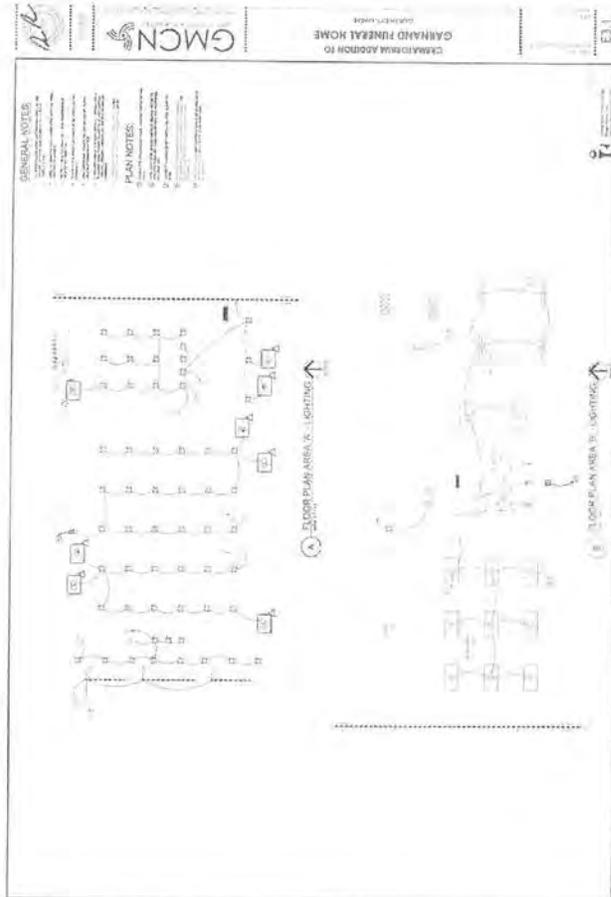
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City of Holcomb
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THESE PLANS AND UTILITIES ARE
APPROVED

THE APPROVAL OF THESE PLANS
DOES NOT CONSTITUTE AN
ASSURANCE OF THE ACCURACY OF
A FUTURE PERFORMANCE OF
ANY CODE OR ORDINANCE OF
THESE JURISDICTIONS

BY: *[Signature]*
DATE: *[Date]*
THESE PLANS SHALL BE ON THE JOB
FOR ALL REQUESTED INSPECTIONS



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 20, 2015
Re: Elva Madrid Application for Downtown Development Fund

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ISSUE: Consideration of Elva Madrid's application for the Downtown Development Fund

BACKGROUND: Elva Madrid has submitted an application for the Downtown Development Fund for an interior re-model to her business The Hot Spot located at 407 N 8th St. The project is to add a fire sprinkler system to the building to bring the space up to code. The application is for the 80% reimbursement of the project's construction costs. Elva's project is estimated to be \$26,000. The application submittal has been attached for the Commission's review.

The project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVES: The Governing Body may:

1. Approve the requested application for the Downtown Development Fund in the full amount.
2. Deny the requested application for the Downtown Development Fund.
3. Approve a portion of the costs as determined by the Governing Body.

RECOMMENDATION:

Staff recommends approval of one of the alternatives.

FISCAL NOTE: 80% of \$26,000 is **\$20,800** and would use **8.32%** of the total \$250,000 budgeted for the Downtown Development Fund.

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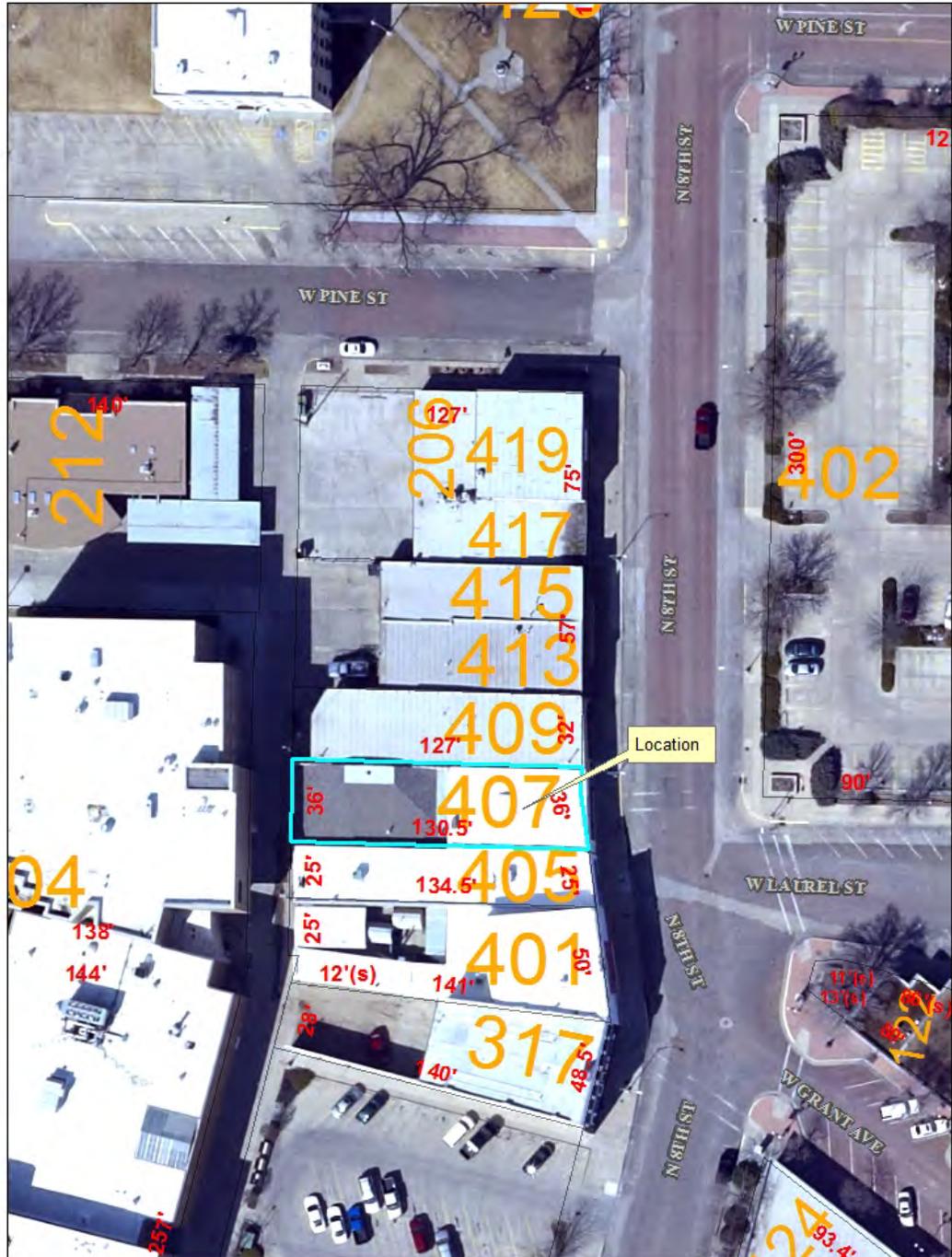
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Front View of Property



Rear View of Property



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Southwest View of Property



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APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION # _____ DATE: _____

PLEASE PRINT OR TYPE

OWNER'S NAME Elena Madrid Rosmario Espino	OWNER'S MAILING ADDRESS 905-W-Maple St. KC KS 67846
PHONE NUMBERS HOME (620) 521-3376 WORK _____	PROPERTY ADDRESS 407-N-8th St. Garden City KS 67846
EMAIL maria.elval67@hotmail.com	

PROPERTY IDENTIFICATION INFORMATION

(Parcel ID number and Legal description are documented on your tax statement or call the County Clerk's Office)

COPY OF DEED RECEIPT OF PAID TAXES **LEGAL DESCRIPTION** Use additional sheets if necessary

PARCEL IDENTIFICATION NUMBER (CAMA) See Attached
028-274-18-0-20-24-006.00-0-00

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

Environmental Remediation Façade Renovation Interior Remodel ^{Code Compliance} Efficiency Upgrades
 2nd Story Residential/ Commercial Development Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?

No Yes (must attach proof of historic registration)

PROPOSED PROPERTY IMPROVEMENTS

IMPROVEMENT DESCRIPTION (Please be specific and Use additional sheets if necessary)	IMPROVEMENT (cost estimates) \$ 26,000 ⁻
Sprinkler system	

PROJECTED CONSTRUCTION SCHEDULE

START DATE 11.20.15	FINISH DATE 01.20.16
<i>Elena Madrid</i>	10.15.15
PROPERTY OWNER / APPLICANTS SIGNATURE	DATE

FOR OFFICE USE ONLY

APPROVALS:

<input type="checkbox"/> Community Development	Date of Approval _____
<input type="checkbox"/> Finance Director	Date of Approval _____



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State of Kansas, Finney County SS
This instrument was filed for Record
02/13/2014 at 04:31 PM
& recorded in Book 0314 on Page 378
Fees \$8.00
2014-00726

Ulrike Lappin
ULRIKE LAPPIN
FINNEY COUNTY REGISTER OF DEEDS
by [Signature]

314 378

DATA ENTRY
LAND INDEX
Entered in Transfer Record in my office this
14 day of Feb A.D., 2014
Elsie Ulrich
Finney County Clerk

KANSAS WARRANTY DEED



Grantor(s): **Santa Fe Trail Council, Boy Scouts of America, Inc.**

Grantee(s): **Panchita's Rentals, LLC**

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) GRANT, BARGAIN, SELL AND CONVEY to Grantee(s), the following described premises, to wit:

All of Lot Nineteen (19) and the South Eleven feet (S. 11') of Lot Eighteen (18), both in Block Two (2), Jones Addition to the City of Garden City, Finney County, Kansas.

Subject to all easements, restrictions, reservations and covenants, if any, now of record. The Grantor(s) hereby covenanting that the Grantor(s), their heirs, successors and assigns, will WARRANT AND DEFEND the title to the premises unto the Grantee(s), their heirs, successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated: February 11, 2014

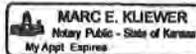
Michael Stewart
Michael Stewart,
Executive for Boy Scouts of America, Inc.

STATE OF KANSAS) ss.
COUNTY OF FINNEY)

On February 11, 2014 this deed was acknowledged before me by Michael Stewart, Executive for Boy Scouts of America, Inc., Grantor.

[Signature]
Notary Public

My appointment expires:
May 26, 2014





NEIGHBORHOOD & DEVELOPMENT SERVICES DEPARTMENT SERVING GARDEN CITY HOLCOMB AND FINNEY COUNTY 620-276-1170

INSPECTIONS 620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

PLANNING AND ZONING

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org

Tax Year: 2014

[View Appraisal Information](#)

Stmt: 17700 Type: REAL ESTATE Parcel ID: 028-274-18-0-20-24-006.00-0-00

Property Address:
407 N EIGHTH
GARDEN CITY 67846

Legal Description:

JONES ADDITION---205, S18,
OCK 02, LOT 19, & S 11' LOT

T/U: 001 - CITY City/Twp: GARDEN CITY Sub Div: JONES ADDN USD: 457
Levy: 145.971 Sec: 18 Twp: 24 Rng: 32W Lot: 19 Blk: 02

General Tax: \$3,025.98
Specials: 0.00
Total Tax: 3,025.98
Rec To-Dt: 3,025.98

Owner Information:

PANCHITA'S RENTALS LLC
905 W MAPLE
GARDEN CITY KS 67846-6804

Balance: 0.00
Int-To-Dt (As of 10/15/2015): 0.00
Fees: 0.00

Total Due: \$0.00

Receipt Information

Type	Receipt Number	Date	Tax	Int/Fee
CUR *	04 1228	12/03/2014	1,512.99	0.00
CUR *	05 6702	05/07/2015	1,512.99	0.00

Additional Years Statements

Tax Year	Stmt #	Redemption #	Owner Name	Taxpayer Name	Total Due
<u>2013</u>	26249		WEST, ORVILETA M		\$0.00
<u>2012</u>	26389		WEST ORVILETA M		\$0.00
<u>2011</u>	26727		WEST ORVILETA M		\$0.00



INSPECTIONS: PH 620-276-1120 FAX: 620-276-1173
 WEB: gardencity.org
 301 N. 8th, P.O. BOX 998 Garden City, KS 67846

BUILDING PERMIT

Permit #: B15-000827
 Issue Date: 11/13/2015

Location: Garden City

Job Site Information:
 407 North EIGHTH
 Garden City, KS 67846

Property Owner:
 PANCHITA'S RENTALS LLC
 905 W MAPLE ST
 GARDEN CITY KS 67846-0712

Applicant Information:
 Dave Tabor Construction
 Dave Tabor Construction
 2508 Carriage Ln
 Garden City KS 67846

Subdivision:
 Legal Description:
 Zoning District:
 Description of Work: INSTALLATION OF FIRE SPRINKLER SYSTEM

Contractor Information

General Contractor:
Electrical:
Mechanical: Pryor Automatic Fire Sprinkler
Plumbing:

License #:

16-4790

NOTICE TO OWNERS WORKING ON THEIR OWN PROJECTS

An owner may take out permits to build a house in which they reside. The owner may build the structure and do his own plumbing, wiring and heating and air, providing they have taken out proper permits for each of the above and each is properly inspected and approved. The owner may hire a laborer, however if the owner employs a carpenter, plumber, electrician or mechanical (heating & air) installer, the hired individual shall be a contractor, licensed and bonded by the City of Garden City. Non-licensed help cannot be utilized. I, the undersigned have read this notice and its requirements and I signify that I intend to do my own work in each of the building areas for which I have obtained permits and that any assistance which I may require in these areas will be provided by a licensed and bonded contractor. I am aware, that should I utilize any non-licensed help with the exception of general laborers, that this shall be grounds for immediate revocation of the building permit.

Building Permit Information: Work to begin: and to be completed:

Floor Area: sqft
 Living Space: sqft
 Basement: sqft
 Finished:
 Rough In:

Total Site Area
 sqft:
 acres:
 Lot Coverage:
 Total Area:
 #Bathrooms:
 #Bedrooms:
 Total # Rooms:

Valuation: \$32,000.00

Water Pipe Diameter:
 Electric Meter:
 Waste:

Garage: sqft
 Decks: sqft
 Porches: sqft

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE FOR VIOLATIONS.

Building Official:

Blair H. Minkworth

Date: November 13, 2015

PERMISSION HAS BEEN GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.

****Office Use Only****

Receipt #: 10591

Amount Paid: 220.00
Amount Due: 0.00

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620-276-1170

INSPECTIONS

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inspection@garden-city.org

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67846-0998

PH 620.276.1170

FAX 620.276.1173

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1285 Acraway, Suite 300
Garden City, Kansas 67846
Phone: 620.277.2167
Fax: 620.277.0244
www.tatrop plumbing.com

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Q U O T A T I O N

October 7, 2015

To: Elva Madrid
Re: 4" Fire Main for 407 N. 8th

We view this project as follows:

General:

- Proposed installation is compliant with Local requirements.

Included:

- Tap on City Water Main
- Shut-off Valve at City Tie-in Location
- Directional Drilling for 4" Fire Main
- Approximately 60' of C900 Water Main Piping
- Mechanical Joint Fittings
- Core Drill Through Foundation Wall
- Flowable Backfill at Street Excavation
- 4" Flange 12" Above Finish Floor
- Street and Sidewalk Surface Repair
- Tax

Excluded:

- Backflow Device (by fire sprinkler contractor)
- Fire Sprinkler System



Project Price: \$8,800.00

We look forward to performing this scope of work should our proposal be accepted.

Respectfully Submitted,
Tatro Plumbing Company, Inc.

Kelly
Kelly Wright

INSPECTIONS
620-276-1120
inspection@garden-city.org

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* Project price is valid for 30 days



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WHEN QUALITY MEANS SAFETY

Proposal

DATE: 4/3/2015

QUOTATION TO:
Owner

PROJECT / LOCATION:
407 N. 8th
Garden City, Kansas

PHONE: 620.521.3376
E-MAIL: mariaelva67@hotmail.com

SCOPE: Starting at a flange inside the building, design and furnish a complete wet type fire sprinkler system. All work will be completed according to NFPA 13, State and local codes. Piping will be CPVC plastic. Sprinkler heads in finished ceilings will be semi-recessed white pendants. Heads in unfinished ceiling areas will be brass upright type. Owner will be responsible for moving ceiling tiles and insulation.

COST: \$14,500.00

Includes:	Design:	X	Calculations:	X	Material:	X	
Freight:	X	Labor:	X	Equipment:	X	Taxes:	X

EXCLUSIONS: Premium time labor, installation of underground piping, testing and flushing of underground piping, protection from freezing, painting of pipe, wiring of alarms, fire pump.

The terms of payment for this proposal will be: Payment due in 10 days after date of our invoice or as per signed contract.

*City 30 days of
Approved Inst.*

We will begin scheduling work and ordering material upon receipt of one signed copy of this proposal or your purchase order.

Curtis Arnberger
Estimator
620-792-6400

ACCEPTED BY: _____
WITNESS: _____
DATE: _____

649C Harrison, P.O. Box 1243 Great Bend, KS 67530 Voice: (620) 792-6400 Fax: (620) 792-6404



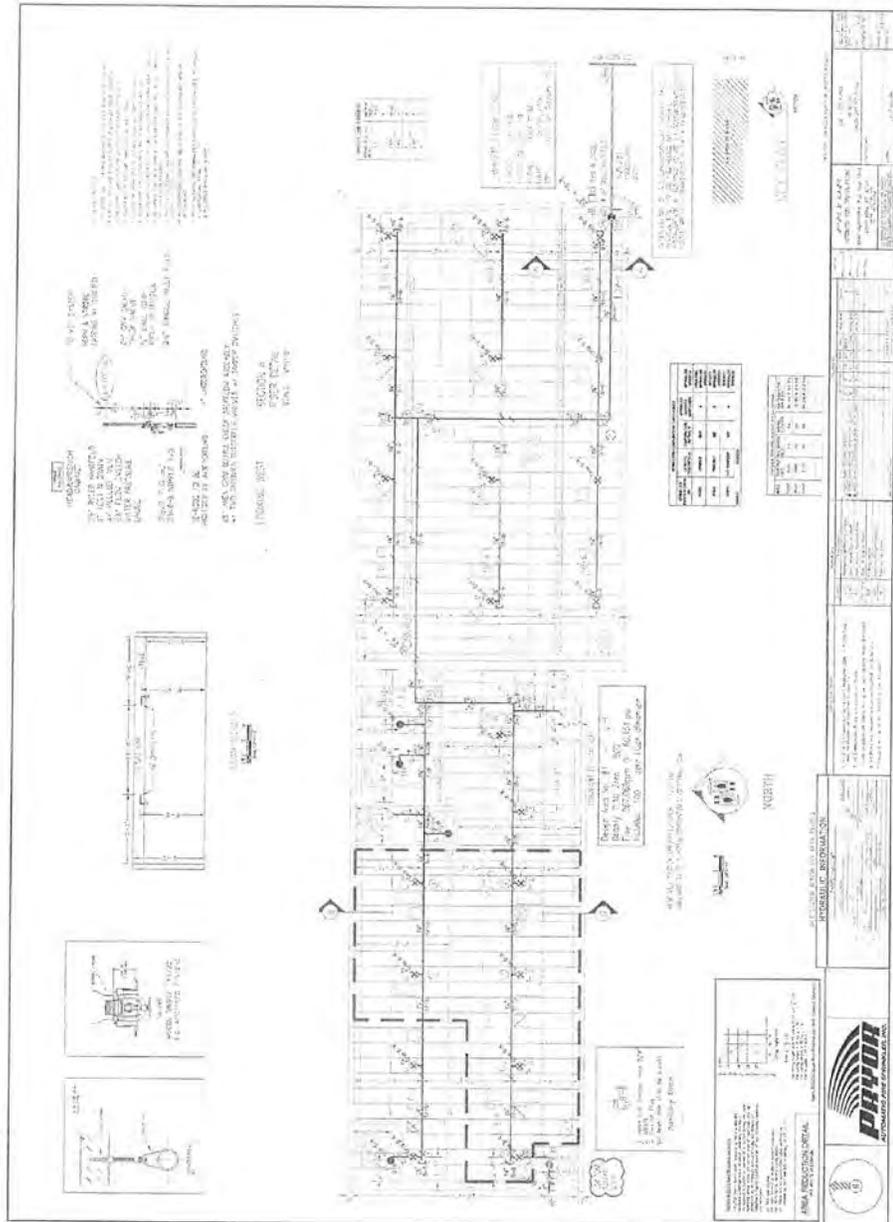
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Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: November 20, 2015
Re: Sean Thayer's Application for Downtown Development Fund

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ISSUE: Consideration of Sean Thayer's application for the Downtown Development Fund

BACKGROUND: Sean Thayer has submitted an application for the Downtown Development Fund for a re-model of Brown's Shoe Fit located at 314 N. Main St. The project includes new electric sliding glass doors, a new brick façade and the replacement of the front windows. The application is for the 80% reimbursement of the project's construction costs. The project is estimated to cost \$44,000. The application submittal has been attached for the Commission's review.

The project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVES: The Governing Body may:

1. Approve the requested application for the Downtown Development Fund in the full amount.
2. Deny the requested application for the Downtown Development Fund.
3. Approve a portion of the cost as determined by the Governing Body.

RECOMMENDATION:

Staff recommends approval of one of the listed alternatives.

FISCAL NOTE: 80% of \$44,000 is **\$35,200** and would use **14%** of the total \$250,000 budgeted for the Downtown Development Fund.



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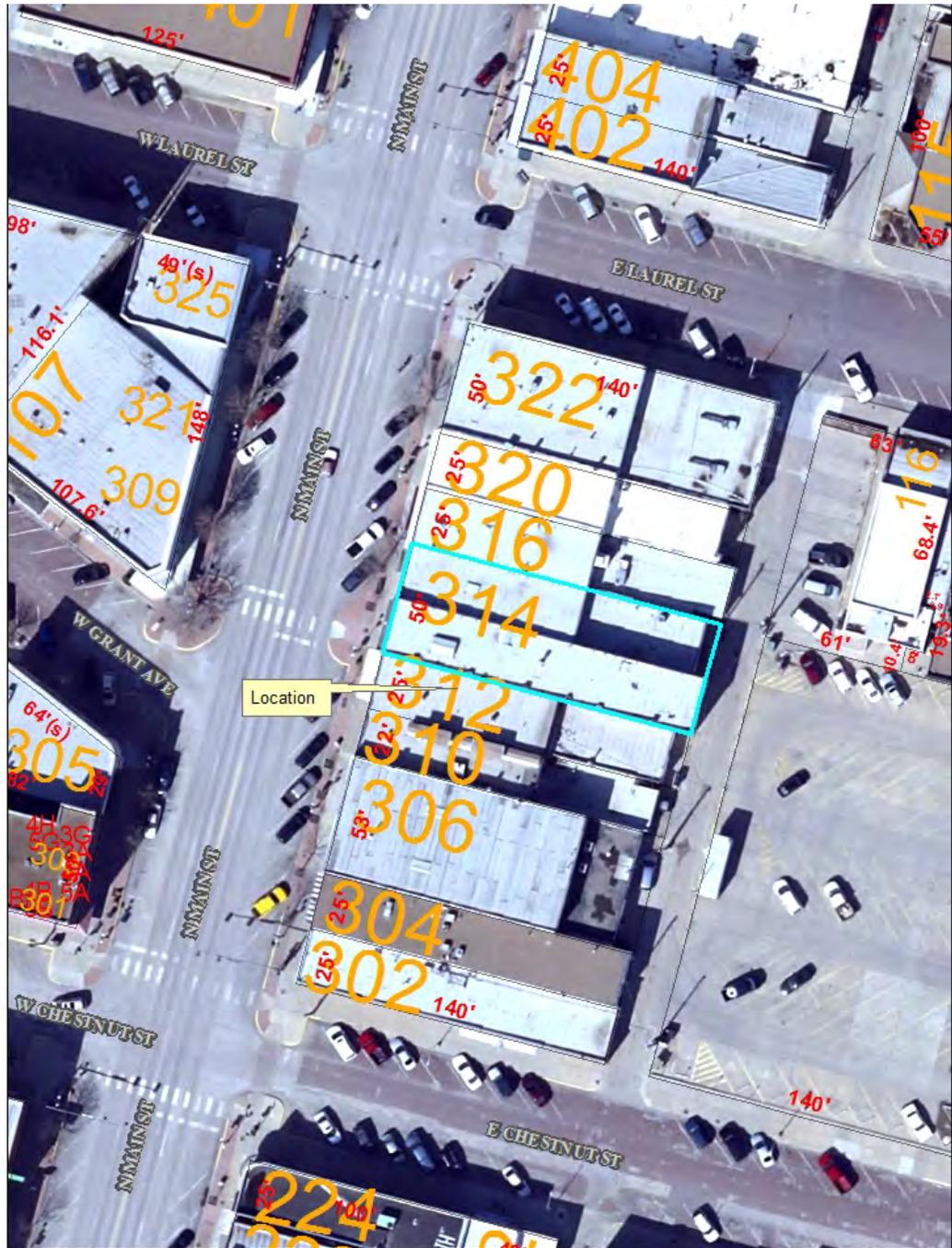
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planning@garden-city.org

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P.O. Box 998
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Front View of Property



View of Entrance



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planning@garden-city.org

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Rear View of Property



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inspection@garden-city.org

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code@garden-city.org

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planning@garden-city.org

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PH 620.276.1170

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APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION #

DATE:

PLEASE PRINT OR TYPE

OWNER'S NAME SCAN THAYER, TRUSTEE OWNER'S MAILING ADDRESS 1402 E. HACKBERRY ST.
MARGARET THAYER PHIEGER GARDEN CITY, KS 67846
TRUST VIA PTD 4/29/1996

PHONE NUMBERS PROPERTY ADDRESS
 HOME 620 271 2189 BROWNS SADE FIT CO
 WORK 620 275 9200 314 N MAIN
GARDEN CITY, KS 67846
 EMAIL SCANTHAYER@COX.NET

PROPERTY IDENTIFICATION INFORMATION

(Parcel ID number and Legal description are documented on your tax statement or call the County Clerk's Office)

COPY OF DEED RECEIPT OF PAID TAXES LEGAL DESCRIPTION Use additional sheets if necessary
ORIGINAL PLAT BLK 9 & SUB BLK 9
PARCEL IDENTIFICATION NUMBER (CAMA) LOT: BLOCK: 09
SECTION: 18 TOWNSHIP: 24 RANGE 32W

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

- Environmental Remediation Façade Renovation Interior Remodel Efficiency Upgrades
 2nd Story Residential/ Commercial Development Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?

- No Yes (must attach proof of historic registration)

PROPOSED PROPERTY IMPROVEMENTS

IMPROVEMENT DESCRIPTION (Please be specific and Use additional sheets if necessary) IMPROVEMENT (cost estimates) \$ 44,000 + 0
ELECTRIC DOORS - SLIDING 50,000
BRICK FACADE DEPENDS ON
NEW WINDOW FRONT CONDITION BEHIND EXISTING
FACADE. GLASS = 19,000
 BRICK = 15,000
 SIGN = 10,000

PROJECTED CONSTRUCTION SCHEDULE

2.01.2016 (Weather permitting) 2.15.2016
 START DATE FINISH DATE
Scan Thayer, TRUSTEE 11.10.2015
 PROPERTY OWNER / APPLICANTS SIGNATURE DATE

FOR OFFICE USE ONLY

APPROVALS:
 Community Development Date of Approval _____
 Finance Director Date of Approval _____



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State of Kansas, Finney County SS
This instrument was filed for Record
07/28/2015 at 11:52 AM
& recorded in Book 0321 on Page 438
Fees: \$12.00
2015-03572

DATA ENTRY
LAND INDEX

Ulrike Kappin
JLRI KE LÄPPI N.
FINNEY COUNTY REGISTER OF DEEDS
Connie Hoffmann, Deputy



TRUSTEE'S DEED

THIS INDENTURE made on July 27, 2015, by and between GILBERT PHIEGER, Trustee of the GILBERT PHIEGER REVOCABLE TRUST executed April 29, 1996, and restated in full July 28, 2009, as GRANTOR, and

SEAN THAYER as Trustee of the MARGARET THAYER PHIEGER REVOCABLE TRUST executed April 29, 1996, and restated in full on July 28, 2009

as GRANTEE;

GRANTOR, by virtue of the terms and provisions of said trust agreement, in consideration of the sum of distribution of trust assets, does hereby grant, bargain, sell, and convey unto Grantee all of the following described real property in Finney County, Kansas:

All of the trust's right, title, and interest, the same being an undivided one-half interest, in and to Lots 7 and 8 in Block 9, Original Plat, City of Garden City, Kansas, and including any and all contact rights rising therefrom now in existence or hereafter acquired

PURSUANT TO K.S.A. 79-1417(c), a real estate validation questionnaire is not required due to exception number 4, distribution of trust assets.

GRANTOR covenants that the trust remains in full force and effect at this time, and the Trustee has authorization without limitation to sell and convey all of the above described real estate

DATED: July 27, 2015

GILBERT PHIEGER REVOCABLE TRUST
executed April 29, 1996, and restated in full
on July 28, 2009

By *Gilbert Phieger*
Gilbert Phieger, Trustee

STATE OF KANSAS)
COUNTY OF Finney)

BE IT REMEMBERED, That on July 27, 2015, the foregoing instrument was acknowledged by Gilbert Phieger, Trustee of the Gilbert Phieger Revocable Trust executed on April 29, 1996, and restated in full on July 28, 2009, on behalf of the Trust.

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

LINDA PEIRANO
Notary Public - State of Kansas
My Appt. Expires 3-1-16

Linda Peirano
Notary Public

My term Expires:
3-1-16

SEND TAX STATEMENTS TO:
Margaret Thayer Phieger Revocable Trust
c/o Sean Thayer, Trustee
Address: 1402 E. HACKBERRY ST.
GARDEN CITY, KS 67846

Original recorded in my office this
29 day of July, A.D., 2015
Bob Ulrich
Finney County Clerk

REC'D - RECORDS
DO NOT REMOVE
FINNEY COUNTY CLERK'S OFFICE
GARDEN CITY, KS
(620) 276-1173



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PH 620.276.1170
FAX 620.276.1173
www.garden-city.org

Tax Year	Stmt #	Type	Parcel ID Property Address Legal Description	Owner Name Address	Taxpayer Name Address	War/Red	Total Due	Loan Company
2010	18936	R/E	<u>028-274-18-0-40-07-005.00-0-00</u> 314 N MAIN GARDEN CITY 67846 SUBDIVISION: ORIGINAL PLAT BLK 9 & SUB BLK9 LOT: BLOCK: 09 SECTION: 18 TOWNSHIP: 24 RANGE: 32W	PHLIEGER MARGARET REV TR / PHLIEGER GILBERT REV TRUST P O BOX 1100 LAKIN KS 67860			\$0.00	
2011	19211	R/E	<u>028-274-18-0-40-07-005.00-0-00</u> 314 N MAIN GARDEN CITY 67846 SUBDIVISION: ORIGINAL PLAT BLK 9 & SUB BLK9 LOT: BLOCK: 09 SECTION: 18 TOWNSHIP: 24 RANGE: 32W	PHLIEGER MARGARET REV TR / PHLIEGER GILBERT REV TRUST P O BOX 1100 LAKIN KS 67860			\$0.00	
2012	18897	R/E	<u>028-274-18-0-40-07-005.00-0-00</u> 314 N MAIN GARDEN CITY 67846 SUBDIVISION: ORIGINAL PLAT BLK 9 & SUB BLK9 LOT: 7 BLOCK: 09 SECTION: 18 TOWNSHIP: 24 RANGE: 32W	PHLIEGER MARGARET REV TR / PHLIEGER GILBERT REV TRUST P O BOX 1100 LAKIN KS 67860			\$0.00	
2015	18204	R/E	<u>028-274-18-0-40-07-005.00-0-00</u> 314 N MAIN ST GARDEN CITY 67846 SUBDIVISION: ORIGINAL PLAT BLK 9 & SUB BLK9 LOT: 07-08 BLOCK: 09 SECTION: 18 TOWNSHIP: 24 RANGE: 32W	PHLIEGER MARGARET REV TRUST %THAYER SEAN 1402 E HACKBERRY STREET GARDEN CITY KS 67846-5837			\$7,560.37	
2013	18761	R/E	<u>028-274-18-0-40-07-005.00-0-00</u> 314 N MAIN GARDEN CITY 67846 SUBDIVISION: ORIGINAL PLAT BLK 9 & SUB BLK9 LOT: 7 BLOCK: 09 SECTION: 18 TOWNSHIP: 24 RANGE: 32W	PHLIEGER MARGARET REV TRUST / PHLIEGER, GILBERT REV TRUST P O BOX 1100 LAKIN KS 67860-1100			\$0.00	
2014	18224	R/E	<u>028-274-18-0-40-07-005.00-0-00</u> 314 N MAIN GARDEN CITY 67846 SUBDIVISION: ORIGINAL PLAT BLK 9 & SUB BLK9 LOT: 7 BLOCK: 09 SECTION: 18 TOWNSHIP: 24 RANGE: 32W	PHLIEGER MARGARET REV TRUST / PHLIEGER GILBERT REV TRUST%SEAN THAYER 1402 E HACKBERRY GARDEN CITY KS 67846			\$0.00	



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INSPECTIONS: PH 620-276-1120 FAX: 620-276-1173
WEB: gardencity.org
301 N. 8th, P.O. BOX 998 Garden City, KS 67846

BUILDING PERMIT

Permit #: B15-000834
Issue Date: 11/18/2015

Location: Garden City

Job Site Information:
314 North MAIN
Garden City, KS 67846

Property Owner:
PHLIEGER, MARGARET REV TRUST
P O BOX 1001
LAKIN KS 67860-1001

Applicant Information:

PHLIEGER, MARGARET REV TRUST

Subdivision:
Legal Description:
Zoning District:
Description of Work: FACADE REPLACEMENT

Contractor Information
General Contractor: Dick Construction, Inc.
Electrical:
Mechanical:
Plumbing:

License #:
16-4564

NOTICE TO OWNERS WORKING ON THEIR OWN PROJECTS

An owner may take out permits to build a house in which they reside. The owner may build the structure and do his own plumbing, wiring and heating and air, providing they have taken out proper permits for each of the above and each is properly inspected and approved. The owner may hire a laborer, however if the owner employs a carpenter, plumber, electrician or mechanical (heating & air) installer, the hired individual shall be a contractor, licensed and bonded by the City of Garden City. Non-licensed help cannot be utilized. I, the undersigned have read this notice and its requirements and I signify that I intend to do my own work in each of the building areas for which I have obtained permits and that any assistance which I may require in these areas will be provided by a licensed and bonded contractor. I am aware, that should I utilize any non-licensed help with the exception of general laborers, that this shall be grounds for immediate revocation of the building permit.

Building Permit Information: Work to begin and to be completed:

Floor Area: sqft
Living Space: sqft
Basement: sqft
Finished:
Rough In:
Garage: sqft
Decks: sqft
Porches: sqft

Total Site Area
sqft:
acres:
Lot Coverage:
Total Area:
#Bathrooms:
#Bedrooms:
Total # Rooms:

Valuation: \$44,000.00

Water Pipe Diameter:
Electric Meter:
Waste:

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY.

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE FOR VIOLATIONS.

Building Official:

Date: November 18, 2015

PERMISSION HAS BEEN GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.

Office Use Only

Receipt #: 10644

Amount Paid: 220.00
Amount Due: 0.00



NEIGHBORHOOD

&

DEVELOPMENT

SERVICES

DEPARTMENT

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

inspection@garden-city.org

CODE COMPLIANCE

620-276-1120

code@garden-city.org

PLANNING AND
ZONING

620-276-1170

planning@garden-city.org

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

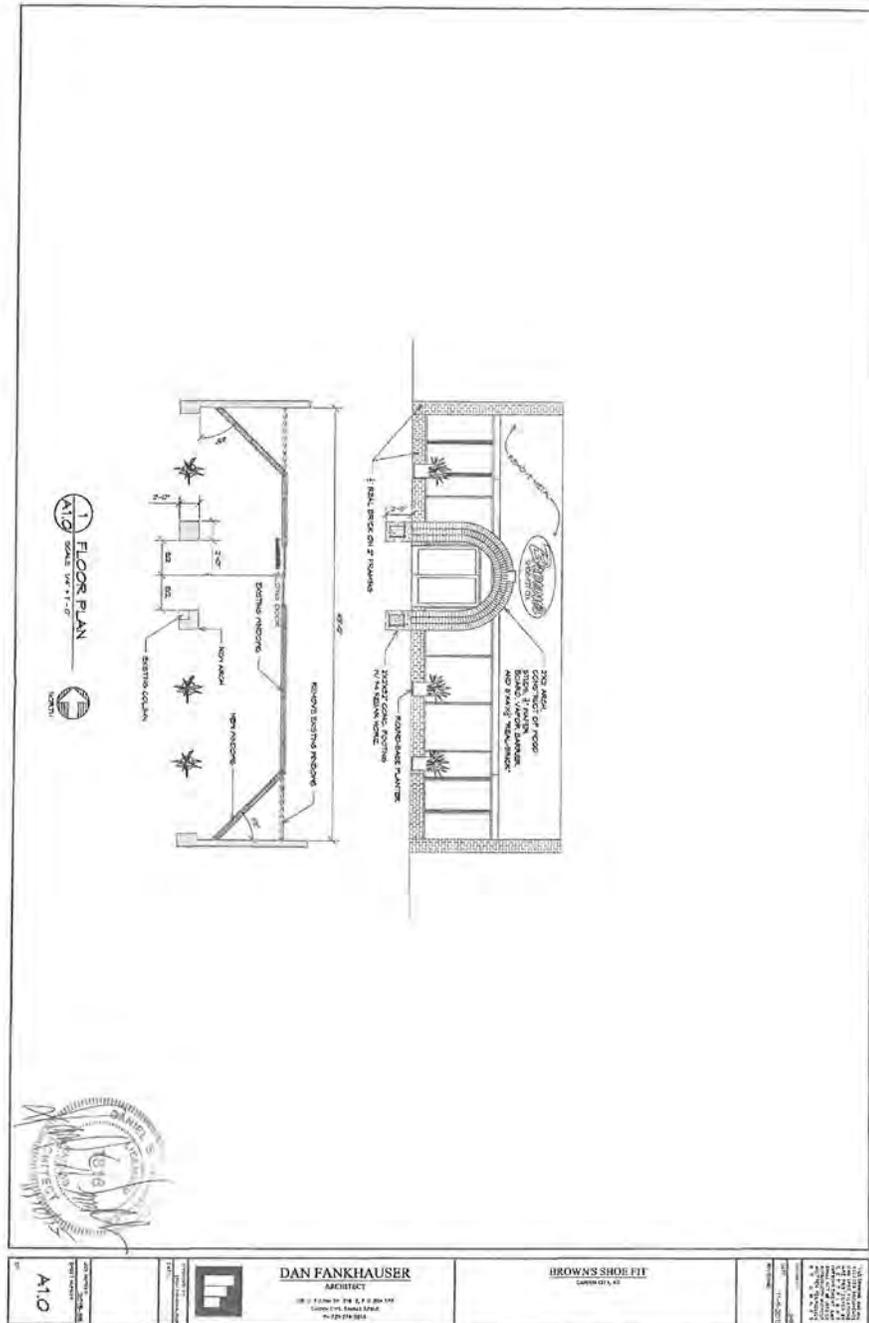
GARDEN CITY, KS

67846-0998

PH 620.276.1170

FAX 620.276.1173

www.garden-city.org



<p>10 A1.0</p>	<p>DATE: 10/1/10</p>	<p>DAN FANKHAUSER ARCHITECT 108 S. F. LINE ST. - 2ND FL. - GARDEN CITY, MO. 64801 620-276-1170</p>	<p>BROWN'S SHOE FIT GARDEN CITY, MO.</p>	<p>PROJECT: BROWN'S SHOE FIT SHEET: A1.0 DATE: 10/1/10</p>
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MEMORANDUM

TO: Mayor & City Commission
FROM: City Clerk Celyn Hurtado
DATE: 12-01-15
RE: 2016 Property & Liability Insurance Renewal

CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

ISSUE

Staff requests Governing Body consideration and approval of the 2016 Property & Liability Insurance renewal for the City of Garden City.

BACKGROUND

The City currently has Property & Liability insurance coverage provided through Traveler's Insurance with agent brokers Rutter Cline Associates, Inc. that expires 12-31-2015. Staff recommends accepting the Travelers insurance package as proposed by Rutter Cline Associates, Inc. The package premium, including all applicable commissions, for the recommended program is \$314,275. The analysis of the 2015 and 2016 quotes are attached.

ALTERNATIVES

1. Approve the 2016 Property & Liability Insurance renewal as outlined in the Charlesworth memo attached.
2. Modify the 2016 Property & Liability Insurance renewal.
3. Do not approve the 2016 Property & Liability Insurance renewal.

RECOMMENDATION

Staff recommends approving the policy renewal from Rutter Cline Associates, Inc. and Travelers Insurance as outlined in the Charlesworth memo

FISCAL

The change in premium reflects a 6.1% increase above the 2015 insurance premium. The total 2016 premium is \$314,275. The 2015 premium was \$296,139.

CITY ADMINISTRATIVE

CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
FAX 620.276.1169
www.garden-city.org



CHARLESWORTH & ASSOCIATES, LC
Insurance Consulting & Risk Management

Bob Charlesworth, CPCU, ARM, ALCM, AIS
James Charlesworth, ARM
Connie Sargent, ARM
Joan Dostal, CPCU
Art Charlesworth, CPCU, CLU, ARM, *Founder Emeritus*

P.O. Box 23588
Overland Park, KS 66283-0588
913-851-4730
Fax: 913-851-1993
www.charlesworth.net

November 16, 2015

Mr. Matt Allen
City Manager
City of Garden City
301 North 8th Street
Garden City, Kansas 67846

Re: **Property & Liability Insurance**
December 31, 2015 Inception

Dear Matt:

The following is offered as an overview of the property and liability insurance renewal. Our firm was retained by the City to assist in the renewal underwriting process, reviewing the proposal and preparing a spreadsheet comparing coverages, conditions and premiums to the expiring program. A complete marketing project was conducted for the 12/31/2014 policy term with the Rutter / Cline insurance agency and Travelers Insurance being the successful bidder. Typically the City solicits competitive proposals every three years.

What We Did

The incumbent insurance agent was contacted and provided a timeline for the renewal project including a detailed renewal proposal format that the agent was required to complete, including specific questions regarding the proposed coverages and conditions.

Summary

The spreadsheet confirms that the key terms and conditions of all of the City's insurance policies are unchanged.

The City's agent has negotiated a reasonable renewal with the premium increase under 5% when taking into consideration policy changes throughout the past year. Based on current market trends, the renewal appears to be in line with the industry. A history of the City's total premiums is as follows. It is important to note that over the past 10 years, the primary ratable exposures (property values, budgeted expenditures, auto fleet and police officers) have continued to increase.

Summary (Continued)

12/31/2001 - 2002		\$332,187	
12/31/2002 - 2003	Marketing:	\$357,396	(+7.6%)
12/31/2003 - 2004	Renewal:	\$367,069	(+2.7%)
12/31/2004 - 2005	Renewal:	\$347,560	(-5.6%)
12/31/2005 - 2006	Marketing:	\$283,938	(-18.3%)
12/31/2006 - 2007	Renewal:	\$277,654	(-2.2%)
12/31/2007 - 2008	Renewal:	\$260,315	(-6.2%)
12/31/2008 - 2009	Marketing:	\$209,668	(-19.5%)
12/31/2009 - 2010	Renewal:	\$219,316	(+4.6%)
12/31/2010 - 2011	Renewal:	\$221,374	(+0.9%)
12/31/2011 - 2012	Marketing:	\$227,078	(+2.6%)
12/31/2012 - 2013	Renewal:	\$247,916	(+9.2%)
12/31/2013 - 2014	Renewal:	\$272,275	(+9.8%)
12/31/2014 - 2015	Marketing:	\$296,139	(+8.8%)
12/31/2015 - 2016	Renewal:	\$314,275	(+6.1%)*

*The above premiums do not take into consideration policy changes made throughout each policy year. The annualized current premium, with changes, is \$299,344 making the actual increase 5%.

It is our firm's recommendation that the City approve the property and liability insurance renewal proposed by Rutter / Cline Associates, Inc. in the amount of \$314,275.

Mr. Allen, thank you for the opportunity to assist the City on this project. Feel free to contact our office if you have any questions.

Respectfully,



James Charlesworth, ARM

JC/cm
Attachment

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY:	Rutter Cline Associates, Inc.	
INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A+:XV
POLICY PERIOD:	12/31/2015 - 12/31/2016 (Renewal)	12/31/2014 - 12/31/2015 (Expiring)

PREMIUM SUMMARY

PROPERTY:	\$ 100,000	\$ 94,620
EARTHQUAKE / FLOOD:	Included	Included
INLAND MARINE:	\$ 34,071	\$ 32,395
CRIME:	\$ 2,441	\$ 2,429
BOILER & MACHINERY:	Included	Included
GENERAL LIABILITY / EBL:	\$ 70,481	\$ 61,074
LIQUOR LIABILITY:	\$ 114	\$ 330
PUBLIC MANAGEMENT LIABILITY:	\$ 14,005	\$ 13,006
EMPLOYMENT PRACTICES LIABILITY:	\$ 18,366	\$ 18,315
LAW ENFORCEMENT LIABILITY:	\$ 24,691	\$ 25,565
AUTOMOBILE:	\$ 44,219	\$ 43,181
CYBER LIABILITY:	\$ 5,887	\$ 5,224
TOTAL:	\$ 314,275	\$ 296,139

EXPIRING PREMIUM W/ANNUALIZED ENDORSEMENTS:	\$ 299,344
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PROPERTY

INSURER & BEST RATING:	Travelers Insurance A++ : XV	Travelers Insurance A+:XV
LIMIT:	\$76,846,786 (+4.4%)	\$73,573,491
BLANKET:	Yes(All locations included in blanket)	Yes, Building and Contents except Theater Building- Insured Individually for \$1,213,948
RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Physical Loss subject to policy exclusions	Risk of Direct Physical Loss subject to policy exclusions
AGREED AMOUNT:	Yes	Yes (90% Coinsurance on Theater Only)
REPLACEMENT COST:	Yes	Yes (ACV on Theater)
INCLUDE PROPERTY OF OTHERS:	Yes (\$50,000)	Yes (\$50,000)
INCLUDE PERSONAL EFFECTS:	Yes (\$50,000)	Yes (\$50,000)
REBUILD AT OPTIONAL LOCATION IF TOTAL LOSS:	Yes	Yes
PROPERTY IN TRANSIT LIMIT:	\$50,000	\$ 50,000
INCL. BUILDING ORDINANCE & LAW:	\$250,000 - Replacing of Undamaged Incl. in \$250,000 - Demolishing of Undamaged Incl. in \$250,000 - Increased Cost of Construction	\$250,000 - Replacing of Undamaged Incl. in \$250,000 - Demolishing of Undamaged Incl. in \$250,000 - Increased Cost of Construction
INCL. ARCHITECT & ENGINEERING FEES:	Yes	Yes
INCL. POLLUTION CLEANUP FROM AN INSURED LOCATION FROM A COVERED PERIL:	Yes (\$100,000 Limit)	Yes (\$100,000)
INCL. UNINTENTIONAL E&O IN SCHEDULE:	Yes	Yes
INCL. PROPERTY IN THE OPEN:	Yes - within 1,000 feet of insured premises	Yes - within 1,000 feet of insured premises
ACCOUNTS RECEIVABLE LIMIT:	\$500,000	\$ 500,000
VALUABLE PAPERS & RECORDS:	\$500,000	\$ 500,000
INCLUDES ELECTRICAL DATA & MEDIA:	Yes	Yes
FINE ARTS:	\$50,000	\$ 50,000

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY: Rutter Cline Associates, Inc.
 INSURER & BEST RATING: Travelers Insurance A++:XV Travelers Insurance A++:XV

PROPERTY (CONTINUED)

SEWER / DRAIN BACKUP:	Policy Limit	Policy Limit
TREES, SHRUBS & PLANTS:	\$50,000 per loss (\$2,500 per item) - Named Perils	\$ 50,000 per loss (\$2,500 per item)-Named Perils
DEBRIS REMOVAL:	Yes - 25% of amount we pay for loss + \$250,000	Yes, \$250,000 Limit
BOILER & MACHINERY: "CONNECTED READY FOR USE": EXPEDITING EXPENSE LIMIT: HAZARDOUS SUBSTANCE LIMIT:	Included See coverage form \$250,000 \$250,000	Included See coverage form \$ 250,000 \$ 250,000 (Ammonia contamination)
NEWLY ACQUIRED PROPERTY:	\$2,000,000 Buildings \$1,000,000 Contents 180-days to report	\$2,000,000 Buildings \$1,000,000 Contents 180 Days to Report
DEDUCTIBLE:	\$5,000 per occurrence \$25,000 per occurrence for Wind/Hail	\$ 5,000 per occurrence \$25,000 Wind / hail deductible
PROPERTY ANNUAL PREMIUM:	\$100,000	\$94,620

EARTHQUAKE	\$5,000,000 Earthquake Limit \$5,000,000 Annual Aggregate \$25,000 Deductible Includes seismic movement Included	\$ 5,000,000 Earthquake Limit \$ 5,000,000 Annual Aggregate \$ 25,000 Deductible Includes seismic movement Included
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FLOOD	\$ 5,000,000 Flood Limit / \$25,000 Deductible OR \$2,000,000 Flood Limit* / \$100,000 Deductible *See proposal for locations subject to \$2,000,000 limit. (10 Locations/\$4.5 Million In Values -- Includes Finnup Education Center) Excludes Zone A Included	\$ 5,000,000 Flood Limit / \$25,000 Deductible OR \$2,000,000 Flood Limit* / \$100,000 Deductible *See proposal for locations subject to \$2,000,000 limit. (10 Locations/\$4.5 Million In Values -- Includes Finnup Education Center) Excludes Zone A Included
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BUSINESS INCOME / EXTRA EXPENSE

ALL SCHEDULED LOCATIONS:	Yes	Yes
LIMITS FOR GENERATING LOCATION:	None	None
COMBINED BI/EE FORM:	Yes	Yes
LIMIT:	\$600,000	\$ 600,000
LIMIT PER LOCATION:	Blanket	Blanket
RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Loss	Risk of Direct Loss
ALLOCATION OF VALUES:	None	None
COINSURANCE:	None	None
ORDINARY PAYROLL:	Included	Included
PERIOD OF INDEMNITY:	See "Period of Restoration" definition	See "Period of Restoration" definition
EXTENDED PERIOD OF INDEMNITY:	180 days	180 Days
INCLUDE EDP EXTRA EXPENSE:	Yes	Yes
EE DEDUCTIBLE:	72 Hours	72 Hours
BI DEDUCTIBLE:	72 Hours	72 hours
ANNUAL PREMIUM:	Included in Property Premium	Included in Property Premium

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY:	Rutter Cline Associates, Inc.	
INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A+:XV

INLAND MARINE

RISK OF DIRECT PHYSICAL LOSS:	Risk of Direct Loss	Risk of Direct Loss
VALUATION:	Actual Cash Value	Actual Cash Value
COINSURANCE PROVISION:	80%	80%

CONTRACTORS EQUIPMENT

LIMITS:	\$3,896,754 Scheduled (+4.4%) \$ 50,000 Unscheduled \$ 50,000 Leased/Rented from others	\$3,732,535 Scheduled \$50,000 Unscheduled \$ 50,000 Leased/Rented from others
DEDUCTIBLE:	\$10,000 Per Occurrence	\$ 10,000 Per Occurrence
ANNUAL PREMIUM:	\$34,071	\$32,395

UNSCHEDULED PROPERTY (Street Lights, Street Signs, Traffic & Signal Lights, Stadium Lights, etc.):

LIMITS:	\$ 2,000,000 Limit --\$5,000 Max per item (Street lights, signs, traffic signs & lights, and stadium lights have a \$50,000 per occurrence limit with a \$2,500 deductible under the property. This \$2M is excess .)	\$ 2,000,000 Limit --\$5,000 Max per item (Street lights, signs, traffic signs & lights, and stadium lights have a \$50,000 per occurrence limit with a \$2,500 deductible under the property. This \$2M is excess .)
DEDUCTIBLE:	\$10,000 Deductible	\$10,000 Deductible
ANNUAL PREMIUM:	Included	Included

RADIO & BROADCASTING EQUIPMENT:

LIMITS:	\$ 1,302,254 Scheduled	\$ 1,302,254 Scheduled
DEDUCTIBLE:	\$ 10,000 Per Occurrence	\$ 10,000 Per Occurrence
ANNUAL PREMIUM:	Included	Included

CRIME COVERAGE

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A+:XV
PUBLIC EMPLOYEES BLANKET TYPE FORM "O":	Travelers Governmental Crime Form	Travelers Governmental Crime Form
FAITHFUL PERFORMANCE OF DUTY:	Included	Included
LIMITS EXCESS OVER POSITION BONDS:	No	No
LIMIT:	\$ 250,000	\$ 250,000
DEDUCTIBLE:	\$ 1,000	\$ 1,000
ANNUAL PREMIUM:	\$2,441	\$2,429

FORGERY & ALTERATION LIMIT:	\$ 50,000	\$ 50,000
FORGERY & ALTERATION DEDUCT:	\$ 1,000	\$ 1,000
FORGERY ANNUAL PREMIUM:	Included	Included

THEFT, DISAPPEARANCE & DESTRUCTION: (MONEY & SECURITIES)	\$50,000 Inside Limit \$50,000 Outside Limit	\$ 50,000 Inside Limit \$ 50,000 Outside Limit
TD&D DEDUCTIBLE:	\$1,000 Per Occurrence	\$ 1,000 Per Occurrence
TD&D ANNUAL PREMIUM:	Included	Included

COMPUTER FRAUD:	\$ 50,000 Limit \$ 1,000 Deductible	\$ 50,000 Limit \$ 1,000 Deductible
INCLUDE WIRE TRANSFERS:	No	No
COMPUTER FRAUD ANNUAL PREMIUM:	Included	Included

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

GENERAL LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
COMMERCIAL GENERAL FORM:	Yes	Yes
OCCURRENCE COVERAGE:	Yes	Yes
LIMITS -	\$ 1,000,000 Each Occurrence \$ 1,000,000 Personal / Advertising Injury \$ 2,000,000 General Aggregate \$ 2,000,000 Product / Completed Oper. Agg. \$ 100,000 Fire Damage Legal \$ 0 No-Fault Medical Payments	\$ 1,000,000 Each Occurrence \$ 1,000,000 Personal / Advertising Injury \$ 2,000,000 General Aggregate \$ 2,000,000 Product / Completed Oper. Agg. \$ 100,000 Fire Damage Legal \$ 0 No-Fault Medical Payments
DEDUCTIBLE:	\$ 5,000 Bodily injury / Property damage	\$ 5,000 Bodily injury / Property damage
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
INCL. INDEPENDENT CONTRACTORS:	Included	Included
SUPPLEMENTARY DEFENSE COSTS:	Yes	Yes
INCL. SPECIAL EVENTS:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
INCL. PROFESSIONAL SERVICES FOR EMPLOYED PROFESSIONAL ENGINEER(S):	Yes	Yes
INCLUDE EMT PROFESSIONAL:	Included	Included
INCLUDES SPAYING OF CHEMICALS:	Yes	Yes
INCL. SEWER BACKUP CLAIMS:	Yes - \$500,000 Limit	Yes - \$500,000 Limit
INCL. ALLEGED POLLUTION OF WATER PRODUCTS:	Yes	Yes
INCL. OWNED WATERCRAFT:	Yes, up to 25 feet	Yes, up to 25 feet
INCL. FAILURE TO SUPPLY:	Yes - \$500,000 Limit	Yes - \$500,000 Limit
INCL. ABUSE / MOLESTATION:	Yes	Yes
INCL. CEMETERY LIABILITY:	Yes	Yes
PREMIUM SUBJECT TO AUDIT:	No	No
G.L. ANNUAL PREMIUM:	\$70,100	\$60,693

EMPLOYEE BENEFIT LIABILITY

COVERAGE FORM:	Claims Made No Retroactive Date	Claims Made No Retroactive Date
LIMITS:	\$ 1,000,000 Each Claim \$ 3,000,000 Aggregate	\$ 1,000,000 Each Claim \$ 3,000,000 Aggregate
DEDUCTIBLE:	\$1,000 Per Claim	\$1,000 Per Claim
E.B.L. ANNUAL PREMIUM:	\$381	\$381

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY:
 INSURER & BEST RATING:

	Rutter Cline Associates, Inc.
Travelers Insurance A++:XV	Travelers Insurance A++:XV

LIQUOR LIABILITY

COVERAGE FORM:	Occurrence	Occurrence
LIMITS:	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate
DEDUCTIBLE:	None	None
LIQUOR LIABILITY ANNUAL PREMIUM:	\$114	\$330

PUBLIC MANAGEMENT LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers A++:XV
FORM:	Claims Made	Claims Made
RETRO DATE:	December 31, 2003	December 31, 2003
LIMITS OF LIABILITY:	\$ 2,000,000 Each Claim \$ 2,000,000 Aggregate	\$ 2,000,000 Each Claim \$ 2,000,000 Aggregate
DEDUCTIBLE:	\$ 25,000 Each Claim	\$ 25,000 Each Claim
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	Yes	Yes
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. CITY ATTORNEY, PROSECUTORS & JUDGE (WITHIN SCOPE OF DUTIES):	Yes, if employees of the City	Yes, if employees of the City
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Excluded	Excluded
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
INCLUDES ALL ADVISORY BOARDS & COMMISSIONS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
INCL. EMPLOYED NOTARIES:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until finding of fact	Yes, Until finding of fact
ANNUAL PREMIUM:	\$14,005	\$13,006

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A+:XV

EMPLOYMENT PRACTICES LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A+:XV
FORM:	Claims Made	Claims Made
RETRO DATE:	January 1, 1984	January 1, 1984
LIMITS OF LIABILITY:	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate	\$ 1,000,000 Each Claim \$ 1,000,000 Aggregate
DEDUCTIBLE:	\$ 15,000 Each Claim	\$ 15,000 Each Claim
WRONGFUL ACT COVERAGE:	Yes	Yes
DEFENSE COST ARE SUPPLEMENTAL:	No - Within Limit	No - Within Limit
"PAY ON BEHALF OF INSURED":	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCLUDES DISCRIMINATION:	Yes	Yes
INCLUDES CIVIL RIGHTS VIOLATIONS:	Yes	Yes
INCL. SEXUAL HARASSMENT (NO B.I.):	Yes	Yes
INCLUDES AUTHORIZED VOLUNTEERS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
INCL. EEOC & KDHR MEDIATION PROCEEDINGS:	Yes	Yes
ANNUAL PREMIUM:	\$18,366	\$18,315

LAW ENFORCEMENT LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A+:XV
FORM:	Occurrence	Occurrence
LIMITS OF LIABILITY:	\$ 2,000,000 Each Occurrence \$ 2,000,000 Aggregate	\$ 2,000,000 Each Occurrence \$ 2,000,000 Aggregate
DEDUCTIBLE:	\$ 25,000 Per Claim	\$ 25,000 Per Claim
"WRONGFUL ACT" COVERAGE:	Yes	Yes
SUPPLEMENTAL DEFENSE COSTS:	Yes	Yes
INCLUDE MOONLIGHTING:	Yes (if authorized)	Yes (if authorized)
INCLUDE DISCRIMINATION:	Yes	Yes
INCL. VIOLATION OF CIVIL RIGHTS:	Yes	Yes
INSURER'S DUTY TO DEFEND:	Yes	Yes
INCL. DEFENSE FOR CRIMINAL ACTS:	Yes, Until Finding of Fact	Yes, Until Finding of Fact
INCL. ANIMAL CONTROL:	Yes	Yes
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
AWARDED PLAINTIFF FEES INCLUDED AS "DAMAGES":	Yes	Yes
ANNUAL PREMIUM:	\$24,691	\$25,565

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

AUTOMOBILE

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers Insurance A++:XV
NUMBER OF POWER UNITS:	217 (+6 Units)	211
LIABILITY LIMITS:	\$ 1,000,000 Combined Single Limit	\$ 1,000,000 Combined Single Limit
INCL. TORT LIABILITY ENDORSEMENT:	Yes	Yes
UNINSURED/UNDER. MOTORIST:	\$ 1,000,000 Each Occurrence	\$ 1,000,000 Each Occurrence
MEDICAL PAYMENTS:	\$ 5,000 All Vehicles	\$ 5,000 All Vehicles
SYMBOL "ONE" LIABILITY(ANY AUTO):	Yes	Yes
EMPLOYEES AS INSURED:	Yes	Yes
FELLOW EMPLOYEE EXCLUSION:	Deleted	Deleted
INCL. NECESSARY INTENTIONAL ACTS:	Yes	Yes
FLEET BASIS (ANNUAL AUDIT ONLY):	Yes - Must Report \$100,000+ Units	Yes - Must Report \$100,000+ Units
AUTO LIABILITY ANNUAL PREMIUM:	\$27,104	\$25,814

AUTO PHYSICAL DAMAGE

PER SCHEDULE:	Yes	Yes
NUMBER OF UNITS:	141	141
AUTO PHYSICAL DAMAGE DEDUCT - COMPREHENSIVE: MAX PER OCCURRENCE: COLLISION:	\$ 1,000 Per Vehicle \$25,000 \$ 5,000 Per Vehicle	\$ 1,000 Per Vehicle \$25,000 \$ 5,000 Per Vehicle
INCLUDES EMERGENCY EQUIPMENT ATTACHED TO VEHICLES:	Yes - If Included in Original Cost New	Yes - If Included in Original Cost New
FLEET BASIS (ANNUAL AUDIT ONLY):	Yes - Must Report \$100,000+ Units	Yes - Must Report \$100,000+ Units
PHYSICAL DAMAGE ANNUAL PREMIUM:	\$17,115	\$17,367

GARAGEKEEPER'S PHYSICAL DAMAGE

LIMITS:	\$ 25,000 Limit (Comprehensive & Collision) \$ 100 Deductible Per Vehicle \$500 Maximum Per Occurrence (Comprehensive)	\$ 25,000 Limit (Comprehensive & Collision) \$ 100 Deductible Per Vehicle \$500 Maximum Per Occurrence (Comprehensive)
GARAGEKEEPER'S ANNUAL PREMIUM:	Included	Included

HIRED PHYSICAL DAMAGE

LIMIT:	No Limit	No Limit
DEDUCTIBLE:	\$ 250 Comprehensive & Collision	\$ 250 Comprehensive & Collision
ANNUAL PREMIUM:	Included	Included

CITY OF GARDEN CITY, KANSAS
PROPERTY AND LIABILITY INSURANCE
 DECEMBER 31, 2015 to DECEMBER 31, 2016

AGENCY:

Rutter Cline Associates, Inc.

INSURER & BEST RATING:

Travelers Insurance A++:XV

Travelers Insurance A++:XV

CYBER LIABILITY

INSURER & BEST RATING:	Travelers Insurance A++:XV	Travelers A++: XV
OCCURRENCE FORMAT:	Claims Made (12/31/14 Retro Date)	Claims Made (12/31/14 Retro Date)
LIMITS:	\$1,000,000 Total Limit \$1,000,000 Each Wrongful Act \$50,000 Crisis Mgmt Service Expense \$50,000 Security Breach Notification Expense	\$1,000,000 Total Limit \$1,000,000 Each Wrongful Act \$50,000 Crisis Mgmt Service Expense \$50,000 Security Breach Notification Expense
WRONGFUL ACT COVERAGE:	Yes	Yes
INCL. CRISIS MGMT/NOTIFICATION:	Yes	Yes
INCL. NETWORK SECURITY:	Yes	Yes
INCL. MEDIA LIABILITY COVERAGE:	Yes	Yes
INCL. INFORMATION ASSET COVERAGE:	Not Noted	Not Noted
INCL. NETWORK INTERRUPTION COVERAGE:	Yes	Yes
INCL. COVERAGE FOR EXTORTION:	Yes	Yes
INCL. FAILURE TO PROTECT ELECTRONIC DATA CONTAINING PRIVATE OR CONFIDENTIAL INFO:	Yes	Yes
INCL. INFRINGEMENT OF COPYRIGHT TRADEMARK IN YOUR MATERIAL:	Yes	Yes
INCL. PLAGIARISM OR UNAUTHORIZED USE OF FORMATS OR CHARACTERS IN YOUR MATERIAL:	Yes	Yes
DEFENSE COST IN ADDITION TO LIMITS OF LIABILITY:	No	No
DEDUCTIBLE:	\$5,000	\$5,000
CYBER LIABILITY ANN. PREMIUM:	\$5,887	\$5,224

MISCELLANEOUS -

A) PROGRAM PURCHASED COLLECTIVELY OR BY LINE:	Coverage must be purchased on a package basis. Coverages cannot be purchased individually.	Coverage must be purchased on a package basis. Coverages cannot be purchased individually.
B) PREMIUM PAYMENT PLAN:	20% Down / 8 Installments \$9 fee per installment	20% Down / 8 Installments \$9 fee per installment
C) SUBSEQUENT RENEWALS WITHIN 60-DAYS OF EXPIRATION:	Yes - if renewal information furnished 120-days prior to renewal	Yes - if renewal information furnished 120-days prior to renewal
D) LOSS INFORMATION PROVIDED:	As needed by agent / insured	As needed by agent / insured



CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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FAX 620.276.1169
www.garden-city.org

To: City Commission

From: Allie Medina, Human Resources Director

Date: November 25, 2015

Re: 2015 City of Garden City Pay Study Recommendation

Issue

Staff is seeking City Commission concurrence with the Compensation Committee's recommendation of the Hay Group Pay Plan beginning January 1, 2016.

Background

On November 1, 2008, the City of Garden City adopted a new Pay Plan that was developed by the Hay Group. The Pay Plan established an entirely new set of grade ranges, each with minimums and maximums derived from a methodology which focuses on the specific prerequisite requirements, duties and responsibilities itemized within job descriptions. Since the implementation of the Pay Plan, the grade ranges have been adjusted for market and many jobs have been reevaluated. In 2008 to relieve in-grade compression caused by moving employees below the new minimums up to the new minimums it was recommended to implement an adjustment based on longevity. Employees with at least two years of service were eligible for an adjustment to their annual base salary equal to the \$10 multiplied by their months of service up to \$1,200. Fulfilling this priority in addition to the first priority required a total adjustment to base salaries equal to \$424,076.83.

During the 2014 City Commission goal setting retreat and subsequent meetings, the Commission set a goal to support policies that encourage staff retention. As the community continues to grow and the Kansas economy improves it is imperative to re-evaluate the City of Garden City Pay Plan. At the June 3, 2014 City Commission meeting the City Commission authorized City Staff to hire the Hay Group for a pay study to begin January 2015.

The Hay Group Pay Plan Recommendation

The Hay Group has recommended a new City of Garden City Pay Plan that establishes an entirely new set of ranges, each with minimums and maximums.

Implementation Strategy

The first priority of the Hay Group would be to move those employees whose current base salary falls below the minimum up to the new minimum. Fulfilling this step requires an adjustment to base salaries of \$132,084.84 for the 2016 year, which would exclude costs associated with the Police Department Step Program, which was approved in the 2016 Budget.

The second priority of the Hay Group is to relieve in-grade compression caused by moving those employees below the new minimums up to the new minimums by making adjustments using a formula which recognizes longevity in relation to average market compensation. Fulfilling this priority in addition to the first priority requires a total adjustment to base salaries



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City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

equal to \$283,498.86. The necessary investment for this option, upon approval of the City Commission, would require additional funding and result in an amended 2016 Budget.

Alternatives

1. Approve the Hay Group Pay Plan and implementation strategy with the first and second priority.
2. Approve the Hay Group Pay Plan and implementation strategy with the first priority only.
3. Do not approve the Hay Group Pay Plan and Staff will continue to adjust the grade ranges periodically, conduct job evaluations and compensation surveys as requested by Department Heads.

Recommendation

The Compensation Committee recommends Alternative 1.

Fiscal Note

2016 estimated total expenses are \$283,498.86. A breakdown of Funds are shown below.

First Priority Base Salaries:

Enterprise/Utilities - \$82,189.40

General/Airport Fund - \$49,895.44

Second Priority with Base Salaries:

Enterprise/Utilities - \$155,342.40

General/Airport Fund - \$128,156.46

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EXHIBIT A

Compa-Ratio for Years in Grade

Compa-Ratio: Based on Years in Grade

Less than 1 Year	1 to <2 Years	2 to <3 Years	3 to <4 Years	4 to <5 Years	5 to <6 Years	6 to <7 Years	7 to <8 Years			
80%	82%	85%	88%	91%	94%	97%	100%			

Compa-Ratio: Electric Utility Based on Years in Grade

Less than 1 Year	1 to <2 Years	2 to <3 Years	3 to <4 Years	4 to <5 Years	5 to <6 Years	6 to <7 Years	7 to <8 Years			
85%	87%	90%	93%	96%	99%	102%	105%			

Compa-Ratio: Apprentice Lineman Based on Years in Grade

Less than 1 Year	1 to <2 Years	2 to <3 Years	3 to <4 Years	4 to <5 Years						
85%	95%	105%	115%	125%						



To: City Commission
From: Rachelle Powell
Date: November 16, 2015
RE: Airport Advisory Board Appointments

Issue

City Commission consideration and appointment of one member to serve on the Airport Advisory Board for a term of January 1, 2016 – December 31, 2018.

Background

Ed Fischer's term expires December 31, 2015. Ed has served two consecutive terms and is ineligible to renew per Resolution 2196. Staff has contacted the applicants on file and four expressed interest. The following applications may be found in the accompanying information: Jette Desalvo, Kimberlea Inderlied, Patricia Long, and James McGowan. The Airport Advisory Board recommended appointment of Jette Desalvo to the Advisory Board during the November 12, 2015 meeting.

Alternatives

1. City Commission consideration and appointment of Jette Desalvo to serve on the Airport Advisory Board for a term of January 1, 2016 – December 31, 2018.
2. City Commission consideration and appointment of Kimberlea Inderlied to serve on the Airport Advisory Board for a term of January 1, 2016 – December 31, 2018.
3. City Commission consideration and appointment of Patricia Long to serve on the Airport Advisory Board for a term of January 1, 2016 – December 31, 2018.
4. City Commission consideration and appointment of James McGowan to serve on the Airport Advisory Board for a term of January 1, 2016 – December 31, 2018.
5. City Commission consideration and recommended appointment to the Airport Advisory Board.

Recommendation

City Commission consideration and appointment of Jette Desalvo to serve on the Airport Advisory Board for a term of January 1, 2016 – December 31, 2018.

Fiscal Note

None

AIRPORT BOARD MEMBERS

Last	First	Apptd	Reappointment	Expire
Fischer	Ed	2/2/2010	12/31/2012	12/31/2015
Frey	Ken	12/31/2010	12/31/2013	12/31/2016
Germann	Darin	8/21/2012	12/31/2013	12/31/2016
Meschberger	Max	12/31/2013	1/20/2015	12/31/2017
Miller	Marlo	12/31/2012	1/20/2015	12/31/2017
Robinson	Charlie	12/31/2010	12/31/2013	12/31/2016
Ziegler	Steve	1/20/2015		12/31/2017

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: JETTE DESALVO HOME PHONE: 620 260 9421
ADDRESS: 1915 E HARDING WORK PHONE: 620 260 1452
E-MAIL ADDRESS: jettedesalvo6@hotmail.com
OCCUPATION (if employed): INDIRECT PROCESSING MANAGER
PLACE OF EMPLOYMENT: GOLDEN PLAINS CREDIT UNION
HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 26 YRS

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

I'VE READ ON THE PAPER SOME VACANCIES & THE NEED FOR THIS COMMUNITY - I HAVE SERVED GC LEADERSHIP BOARD FEW YEARS AGO - SOCIAL COMMITTEE @ GPCU, OTHER APPLICABLE EXPERIENCE: KS.C.U. YOUTH EDUCATIONAL SCHOLARSHIP COM. MBR -

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Local Housing Authority |
| <input type="checkbox"/> Alcohol Fund Advisory Committee | <input type="checkbox"/> Parks & Tree Board |
| <input type="checkbox"/> Art Grant Committee | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Safety Board of Appeals | <input type="checkbox"/> Police/Citizen Board |
| <input checked="" type="checkbox"/> Community Health Advisory Board | <input type="checkbox"/> Public Utilities Advisory Board |
| <input type="checkbox"/> Cultural Relations Board | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Traffic Advisory Committee |
| <input type="checkbox"/> Landmarks Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Lee Richardson Zoo Advisory Board | |

RETURN THIS FORM TO:

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City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Kimberlee Inderlied HOME PHONE: (918) 269-1455

ADDRESS: 1717 Old Manor Rd. WORK PHONE: _____

E-MAIL ADDRESS: _____

OCCUPATION (if employed): _____

PLACE OF EMPLOYMENT: _____

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? almost two years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

Give back to the community; stay informed about issues; discover ways CUB can help the community

OTHER APPLICABLE EXPERIENCE: I currently serve as VP for the board of Garden City Arts, and I am a member of the board of Friends of Lee Richardson Zoo.

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- Airport Advisory Board
- Alcohol Fund Advisory Committee
- Art Grant Committee
- Building Safety Board of Appeals
- Community Health Advisory Board
- Cultural Relations Board
- Golf Advisory Board
- Landmarks Commission
- Lee Richardson Zoo Advisory Board

- Local Housing Authority
- Parks & Tree Board
- Planning Commission
- Police/Citizen Board
- Public Utilities Advisory Board
- Recreation Commission
- Traffic Advisory Committee
- Zoning Board of Appeals

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GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME Patricia Trong HOME PHONE 620-282-4158

ADDRESS 329 Compusview WORK PHONE _____

E-MAIL ADDRESS: lovetoread#16@gmail

OCCUPATION (if employed): education

PLACE OF EMPLOYMENT: GCRC, Friends of the Sand Sage Bison Range

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 2 1/2 years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

I was part of the 2014 Garden City Leadership class. I want to be involved with my city

OTHER APPLICABLE EXPERIENCE: took flying lessons, have worked as a juvenile ^{Defendant} officer, probation officer

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING

- | | |
|--|--|
| <input checked="" type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Local Housing Authority |
| <input type="checkbox"/> Alcohol Fund Advisory Committee | <input type="checkbox"/> Parks & Tree Board |
| <input type="checkbox"/> Art Grant Committee | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Safety Board of Appeals | <input checked="" type="checkbox"/> Police/Citizen Board |
| <input type="checkbox"/> Community Health Advisory Board | <input type="checkbox"/> Public Utilities Advisory Board |
| <input type="checkbox"/> Cultural Relations Board | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Traffic Advisory Committee |
| <input type="checkbox"/> Landmarks Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Lee Richardson Zoo Advisory Board | |

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GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: James McGowan HOME PHONE: 620-521-2628

ADDRESS: 507 N Third WORK PHONE: _____

E-MAIL ADDRESS: jamesmcg007@gmail.com

OCCUPATION (if employed): Aviation- Commercial

PLACE OF EMPLOYMENT: Trego/Dugan Aviation GCK

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 20+ years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

During my time at KU I was a student senator who served on multiple boards throughout the University and I want to continue to serve.

OTHER APPLICABLE EXPERIENCE: _____

American Airlines General Manager at GCK

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- Airport Advisory Board
- Alcohol Fund Advisory Committee
- Art Grant Committee
- Building Safety Board of Appeals
- Community Health Advisory Board
- Cultural Relations Board
- Golf Advisory Board
- Landmarks Commission
- Lee Richardson Zoo Advisory Board

- Local Housing Authority
- Parks & Tree Board
- Planning Commission
- Police/Citizen Board
- Public Utilities Advisory Board
- Recreation Commission
- Traffic Advisory Committee
- Zoning Board of Appeals

RETURN THIS FORM TO:

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Memo

To: City Commission
From: Kaleb Kentner
CC: **File**
Date: 11/20/2015
Re: Building Safety Board of Appeals Board Appointments

ISSUE: To fill open positions on the Building Safety Board of Appeals

BACKGROUND:

Jared Hoffman, Dave Gilkison and Harvey Brungardt are all members of the Building Safety Board of Appeals whose term expired August 1, 2015. All three have expressed interest in serving another term. This would be a two-year term set to expire on August 1, 2017.

Sam McMillan, Mel Travers and Matt Lee are all members of the Building Safety Board of Appeals whose term expired August 1, 2015. All three have expressed interest in serving another term. This would be a three-year term set to expire on August 1, 2018.

ALTERNATIVES:

1. Fill appointments with candidates listed above.
2. Find alternative candidates to fill the position.

RECOMMENDATION:

Staff recommends Alternative #1.

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ADVISORY BOARD MEMBERS			
PLANNING COMMISSION	TERM	TERM EXPIRATION	MEMBER REPRESENTATIVE
VICKI GERMANN	3 YEAR	12/31/2017	CITY
MARC GIGOT	3 YEAR	12/31/2017	COUNTY
LEONARD HITZ	3 YEAR	12/31/2017	COUNTY VICE-CHAIRMAN
BRIAN SCHWINDT	3 YEAR	12/31/2015	CITY
BOB LAW	3 YEAR	12/31/2015	COUNTY
LORA SCHNEIDER	3 YEAR	12/31/2016	HOLCOMB
JIM HOWARD	3 YEAR	12/31/2016	AT LARGE
MARIO LOPEZ	3 YEAR	12/31/2016	CITY- CHAIRMAN
SCOTT STEWART	3 YEAR	12/31/2018	CITY
LANDMARK COMMISSION			
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
CURT KINNEY	3 YEAR	12/31/2017	INTERESTED CITIZEN
BRIAN NELSON	3 YEAR	12/31/2018	INTERESTED CITIZEN
VALERIE HESS	3 YEAR	12/31/2015	INTERESTED CITIZEN
JULIE CHRISTNER	3 YEAR	12/31/2015	INTERESTED CITIZEN
BOARD OF APPEAL MEMBERS			
GCBZA			
MARIO LOPEZ	3 YEAR	12/31/2017	
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
ROY DIXON	3 YEAR	12/31/2015	VICE-CHAIRMAN
LINDA ADAMS	3 YEAR	12/31/2015	
JARED HOFFMAN	3 YEAR	12/31/2016	
FCBZA			
BILL HARMON	4 YEAR	12/31/2017	VICE-CHAIRMAN
JON FORT	4 YEAR	12/31/2017	CHAIRMAN
VACANT	4 YEAR	12/31/2017	
HBZA			
LORA SCHNEIDER	1 YEAR	2/1/2016	
JON MEDINA	2 YEAR	2/1/2016	
RON SCHREIBVOGAL	3 YEAR	2/1/2016	
CAITLYN HANNEMAN	2 YEAR	2/1/2017	CHAIRMAN
DELMER ROBINSON	1 YEAR	2/1/2016	
BUILDING SAFETY B OF A			
JARED HOFFMAN	2 YEAR	8/1/2015	LICENSED ARCHITECT
DAVE GILKISON	2 YEAR	8/1/2015	AT LARGE CITIZEN
HARVEY BRUNGARDT	2 YEAR	8/1/2015	LICENSED PLUMBER
ROGER UNRUH	2 YEAR	8/1/2016	LICENSED ELECTRICIAN
SAM MCMILLAN	3 YEAR	8/1/2015	LICENSED MASTER MECHANICAL
MEL TRAVERS	3 YEAR	8/1/2015	LICENSED RES CONTRACTOR
MATT LEE	3 YEAR	8/1/2015	LICENSED COMM CONTRACTOR
COMMUNITY HEALTH ADV. BOARD			
LEE ANN SHRADER	3 YEAR	1/1/2018	
ASHLEY GOSS	3 YEAR	1/1/2018	
SCOTT J TAYLOR	3 YEAR	1/1/2018	
DONNA GERSTNER	2 YEAR	1/1/2017	
KEVIN CAMPBELL	2 YEAR	1/1/2017	
TROY UNRUH	2 YEAR	1/1/2017	
JETTE DESALVO	1 YEAR	1/1/2016	
BETH KOKSAL	1 YEAR	1/1/2016	
JUDY NUSSER	1 YEAR	1/1/2016	



Memo

To: City Commission
From: Kaleb Kentner
CC: **File**
Date: 11/20/2015
Re: Garden City Board of Zoning Appeals Board Appointments

ISSUE: To fill open positions on the Garden City Board of Zoning Appeals

BACKGROUND:

Roy Dixon is a member of the GCBZA whose term is set to expire December 31, 2015. Mr. Dixon has expressed interest in serving another term. This is a three-year term set to expire December 31, 2018.

Linda Adams is a member of the GCBZA whose term is set to expire December 31, 2015. Ms. Adams has expressed interest in serving another term. This is a three-year term set to expire December 31, 2018.

The following citizens have expressed interest in a position:

Kevin Campbell
Sean Collins

ALTERNATIVES:

1. Fill appointments with candidates listed above.
2. Find alternative candidates to fill the position.

RECOMMENDATION:

Both existing members have served multiple times and staff would recommend either alternatives to fill the vacancies.

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ADVISORY BOARD MEMBERS			
PLANNING COMMISSION	TERM	TERM EXPIRATION	MEMBER REPRESENTATIVE
VICKI GERMANN	3 YEAR	12/31/2017	CITY
MARC GIGOT	3 YEAR	12/31/2017	COUNTY
LEONARD HITZ	3 YEAR	12/31/2017	COUNTY VICE-CHAIRMAN
BRIAN SCHWINDT	3 YEAR	12/31/2015	CITY
BOB LAW	3 YEAR	12/31/2015	COUNTY
LORA SCHNEIDER	3 YEAR	12/31/2016	HOLCOMB
JIM HOWARD	3 YEAR	12/31/2016	AT LARGE
MARIO LOPEZ	3 YEAR	12/31/2016	CITY- CHAIRMAN
SCOTT STEWART	3 YEAR	12/31/2018	CITY
LANDMARK COMMISSION			
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
CURT KINNEY	3 YEAR	12/31/2017	INTERESTED CITIZEN
BRIAN NELSON	3 YEAR	12/31/2018	INTERESTED CITIZEN
VALERIE HESS	3 YEAR	12/31/2015	INTERESTED CITIZEN
JULIE CHRISTNER	3 YEAR	12/31/2015	INTERESTED CITIZEN
BOARD OF APPEAL MEMBERS			
GCBZA			
MARIO LOPEZ	3 YEAR	12/31/2017	
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
ROY DIXON	3 YEAR	12/31/2015	VICE-CHAIRMAN
LINDA ADAMS	3 YEAR	12/31/2015	
JARED HOFFMAN	3 YEAR	12/31/2016	
FCBZA			
BILL HARMON	4 YEAR	12/31/2017	VICE-CHAIRMAN
JON FORT	4 YEAR	12/31/2017	CHAIRMAN
VACANT	4 YEAR	12/31/2017	
HBZA			
LORA SCHNEIDER	1 YEAR	2/1/2016	
JON MEDINA	2 YEAR	2/1/2016	
RON SCHREIBVOGAL	3 YEAR	2/1/2016	
CAITLYN HANNEMAN	2 YEAR	2/1/2017	CHAIRMAN
DELMER ROBINSON	1 YEAR	2/1/2016	
BUILDING SAFETY B OF A			
JARED HOFFMAN	2 YEAR	8/1/2015	LICENSED ARCHITECT
DAVE GILKISON	2 YEAR	8/1/2015	AT LARGE CITIZEN
HARVEY BRUNGARDT	2 YEAR	8/1/2015	LICENSED PLUMBER
ROGER UNRUH	2 YEAR	8/1/2016	LICENSED ELECTRICIAN
SAM MCMILLAN	3 YEAR	8/1/2015	LICENSED MASTER MECHANICAL
MEL TRAVERS	3 YEAR	8/1/2015	LICENSED RES CONTRACTOR
MATT LEE	3 YEAR	8/1/2015	LICENSED COMM CONTRACTOR
COMMUNITY HEALTH ADV. BOARD			
LEE ANN SHRADER	3 YEAR	1/1/2018	
ASHLEY GOSS	3 YEAR	1/1/2018	
SCOTT J TAYLOR	3 YEAR	1/1/2018	
DONNA GERSTNER	2 YEAR	1/1/2017	
KEVIN CAMPBELL	2 YEAR	1/1/2017	
TROY UNRUH	2 YEAR	1/1/2017	
JETTE DESALVO	1 YEAR	1/1/2016	
BETH KOKSAL	1 YEAR	1/1/2016	
JUDY NUSSER	1 YEAR	1/1/2016	



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GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Kevin Campbell HOME PHONE: ⁶²⁰⁻290-8834

ADDRESS: 1001 Gillespie Pl WORK PHONE: 586-530-8380

E-MAIL ADDRESS: Kcampbellconsulting@gmail.com

OCCUPATION (if employed): Self Employed Team Inv LLC KS Corp

PLACE OF EMPLOYMENT: Team 1

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 7 yrs.

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISS
Interested in making a difference thru civil service
in our community

OTHER APPLICABLE EXPERIENCE: Contractor, developer, Banker,
usually on the other side requesting variances or
zoning changes

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:
 Airport Advisory Board Traffic Advisory Committee

Alcohol Fund Advisory Committee Zoning Board of Appeals

Art Grant Committee

Building Safety Board of Appeals

Community Health Advisory Board

Cultural Relations Board

Golf Advisory Board

Landmarks Commission

Lee Richardson Zoo Advisory Board

Local Housing Authority



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GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Sean Collins HOME PHONE: (785) 766-8972

ADDRESS: 305 Bollinger St. WORK PHONE: (620) 271-7801

E-MAIL ADDRESS: Sean.collins@westernmotor.com

OCCUPATION (if employed): Director of Marketing

PLACE OF EMPLOYMENT: Western Motor

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 28 years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

To help my community & to better understand the inner-workings of my government

OTHER APPLICABLE EXPERIENCE: I have been on several local nonprofit boards & am aware of the parliamentary procedure.

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- Airport Advisory Board
- Alcohol Fund Advisory Committee
- Art Grant Committee
- Building Safety Board of Appeals
- Community Health Advisory Board
- Cultural Relations Board
- Golf Advisory Board
- Landmarks Commission
- Lee Richardson Zoo Advisory Board
- Local Housing Authority
- Parks & Tree Board
- Planning Commission
- Police/Citizen Board
- Public Utilities Advisory Board
- Recreation Commission
- Traffic Advisory Committee
- Zoning Board of Appeals

RETURN THIS FORM TO:
City Manager's Office – Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998



Memo

To: City Commission
From: Kaleb Kentner
CC: **File**
Date: 11/20/2015
Re: Landmark Commission Board Appointments

ISSUE: To fill all vacancies and expiring terms on the Landmark Commission.

BACKGROUND:

Brian Nelson is a member of the Landmarks Commission whose term is set to expire December 31, 2015. Mr. Nelson has expressed interest in serving again. This is a three-year term set to expire December 31, 2018.

Valerie Hess is a member of the Landmarks Commission whose term is set to expire December 31, 2015. Ms. Hess has expressed interest in serving again. This is a three-year term set to expire December 31, 2018.

There is currently one other vacant position on this board. If the position is filled the term would expire on December 31, 2018

The following citizens have expressed interest in a position:

Julie Christner

ALTERNATIVES:

1. Fill appointments with the candidates listed.
2. Find alternative candidates to fill the position.

RECOMMENDATION:

Staff recommends Alternative #1

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ADVISORY BOARD MEMBERS			
PLANNING COMMISSION	TERM	TERM EXPIRATION	MEMBER REPRESENTATIVE
VICKI GERMANN	3 YEAR	12/31/2017	CITY
MARC GIGOT	3 YEAR	12/31/2017	COUNTY
LEONARD HITZ	3 YEAR	12/31/2017	COUNTY VICE-CHAIRMAN
BRIAN SCHWINDT	3 YEAR	12/31/2015	CITY
BOB LAW	3 YEAR	12/31/2015	COUNTY
LORA SCHNEIDER	3 YEAR	12/31/2016	HOLCOMB
JIM HOWARD	3 YEAR	12/31/2016	AT LARGE
MARIO LOPEZ	3 YEAR	12/31/2016	CITY- CHAIRMAN
SCOTT STEWART	3 YEAR	12/31/2018	CITY
LANDMARK COMMISSION			
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
CURT KINNEY	3 YEAR	12/31/2017	INTERESTED CITIZEN
BRIAN NELSON	3 YEAR	12/31/2018	INTERESTED CITIZEN
VALERIE HESS	3 YEAR	12/31/2015	INTERESTED CITIZEN
JULIE CHRISTNER	3 YEAR	12/31/2015	INTERESTED CITIZEN
BOARD OF APPEAL MEMBERS			
GCBZA			
MARIO LOPEZ	3 YEAR	12/31/2017	
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
ROY DIXON	3 YEAR	12/31/2015	VICE-CHAIRMAN
LINDA ADAMS	3 YEAR	12/31/2015	
JARED HOFFMAN	3 YEAR	12/31/2016	
FCBZA			
BILL HARMON	4 YEAR	12/31/2017	VICE-CHAIRMAN
JON FORT	4 YEAR	12/31/2017	CHAIRMAN
VACANT	4 YEAR	12/31/2017	
HBZA			
LORA SCHNEIDER	1 YEAR	2/1/2016	
JON MEDINA	2 YEAR	2/1/2016	
RON SCHREIBVOGAL	3 YEAR	2/1/2016	
CAITLYN HANNEMAN	2 YEAR	2/1/2017	CHAIRMAN
DELMER ROBINSON	1 YEAR	2/1/2016	
BUILDING SAFETY B OF A			
JARED HOFFMAN	2 YEAR	8/1/2015	LICENSED ARCHITECT
DAVE GILKISON	2 YEAR	8/1/2015	AT LARGE CITIZEN
HARVEY BRUNGARDT	2 YEAR	8/1/2015	LICENSED PLUMBER
ROGER UNRUH	2 YEAR	8/1/2016	LICENSED ELECTRICIAN
SAM MCMILLAN	3 YEAR	8/1/2015	LICENSED MASTER MECHANICAL
MEL TRAVERS	3 YEAR	8/1/2015	LICENSED RES CONTRACTOR
MATT LEE	3 YEAR	8/1/2015	LICENSED COMM CONTRACTOR
COMMUNITY HEALTH ADV. BOARD			
LEE ANN SHRADER	3 YEAR	1/1/2018	
ASHLEY GOSS	3 YEAR	1/1/2018	
SCOTT J TAYLOR	3 YEAR	1/1/2018	
DONNA GERSTNER	2 YEAR	1/1/2017	
KEVIN CAMPBELL	2 YEAR	1/1/2017	
TROY UNRUH	2 YEAR	1/1/2017	
JETTE DESALVO	1 YEAR	1/1/2016	
BETH KOKSAL	1 YEAR	1/1/2016	
JUDY NUSSER	1 YEAR	1/1/2016	



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GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: JULIE CHRISTNER HOME PHONE: 290-6071

ADDRESS: 1629 BANCROFT WORK PHONE: 275-7451

E-MAIL ADDRESS: julie@keygc.com

OCCUPATION (if employed): MANAGER

PLACE OF EMPLOYMENT: KEY OFFICE

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 53 YRS

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

DUE TO MY INTERESTS & OCCUPATION I HAVE INTEREST IN THE SUCCESS OF OUR COMMUNITY

OTHER APPLICABLE EXPERIENCE: SEC OF THE BOARD GCDTV 4-YRS, SEC. FOPA 2-YRS, V.P. TRAFFIC ADVISORY BOARD 1YR

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- Airport Advisory Board
- Alcohol Fund Advisory Committee
- Art Grant Committee
- Building Safety Board of Appeals
- Community Health Advisory Board
- Cultural Relations Board
- Golf Advisory Board
- Landmarks Commission
- Lee Richardson Zoo Advisory Board
- Local Housing Authority
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- Recreation Commission
- Traffic Advisory Committee
- Zoning Board of Appeals

RETURN THIS FORM TO:

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Memo

To: City Commission
From: Kaleb Kentner
CC: **File**
Date: 11/20/2015
Re: Planning Commission Board Appointments

ISSUE: To fill open positions on the Planning Commission.

BACKGROUND:

Brian Schwindt is a member of the Planning Commission whose term is set to expire December 31, 2015. Mr. Schwindt has expressed interest in serving again. This is a three-year term set to expire December 31, 2018.

The following citizens have expressed interest in a position:

Adrianna Bealeau

ALTERNATIVES:

1. Fill appointment with one of the candidates listed above.
2. Find alternative candidates to fill the position.

RECOMMENDATION:

Staff recommends Alternative #1.

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ADVISORY BOARD MEMBERS			
PLANNING COMMISSION	TERM	TERM EXPIRATION	MEMBER REPRESENTATIVE
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MARC GIGOT	3 YEAR	12/31/2017	COUNTY
LEONARD HITZ	3 YEAR	12/31/2017	COUNTY VICE-CHAIRMAN
BRIAN SCHWINDT	3 YEAR	12/31/2015	CITY
BOB LAW	3 YEAR	12/31/2015	COUNTY
LORA SCHNEIDER	3 YEAR	12/31/2016	HOLCOMB
JIM HOWARD	3 YEAR	12/31/2016	AT LARGE
MARIO LOPEZ	3 YEAR	12/31/2016	CITY- CHAIRMAN
SCOTT STEWART	3 YEAR	12/31/2018	CITY
LANDMARK COMMISSION			
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
CURT KINNEY	3 YEAR	12/31/2017	INTERESTED CITIZEN
BRIAN NELSON	3 YEAR	12/31/2018	INTERESTED CITIZEN
VALERIE HESS	3 YEAR	12/31/2015	INTERESTED CITIZEN
JULIE CHRISTNER	3 YEAR	12/31/2015	INTERESTED CITIZEN
BOARD OF APPEAL MEMBERS			
GCBZA			
MARIO LOPEZ	3 YEAR	12/31/2017	
BRUCE GLASS	3 YEAR	12/31/2017	ARCHITECT-CHAIRMAN
ROY DIXON	3 YEAR	12/31/2015	VICE-CHAIRMAN
LINDA ADAMS	3 YEAR	12/31/2015	
JARED HOFFMAN	3 YEAR	12/31/2016	
FCBZA			
BILL HARMON	4 YEAR	12/31/2017	VICE-CHAIRMAN
JON FORT	4 YEAR	12/31/2017	CHAIRMAN
VACANT	4 YEAR	12/31/2017	
HBZA			
LORA SCHNEIDER	1 YEAR	2/1/2016	
JON MEDINA	2 YEAR	2/1/2016	
RON SCHREIBVOGAL	3 YEAR	2/1/2016	
CAITLYN HANNEMAN	2 YEAR	2/1/2017	CHAIRMAN
DELMER ROBINSON	1 YEAR	2/1/2016	
BUILDING SAFETY B OF A			
JARED HOFFMAN	2 YEAR	8/1/2015	LICENSED ARCHITECT
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MATT LEE	3 YEAR	8/1/2015	LICENSED COMM CONTRACTOR
COMMUNITY HEALTH ADV. BOARD			
LEE ANN SHRADER	3 YEAR	1/1/2018	
ASHLEY GOSS	3 YEAR	1/1/2018	
SCOTT J TAYLOR	3 YEAR	1/1/2018	
DONNA GERSTNER	2 YEAR	1/1/2017	
KEVIN CAMPBELL	2 YEAR	1/1/2017	
TROY UNRUH	2 YEAR	1/1/2017	
JETTE DESALVO	1 YEAR	1/1/2016	
BETH KOKSAL	1 YEAR	1/1/2016	
JUDY NUSSER	1 YEAR	1/1/2016	



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GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Adrianna Beauveau HOME PHONE: 620 271-4455
 ADDRESS: 1014 EVANS CIL WORK PHONE: _____
 E-MAIL ADDRESS: abeauveau@firstam.com
 OCCUPATION (if employed): title searcher
 PLACE OF EMPLOYMENT: First American title
 HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Life
 DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:
My children are raised, so I have the time
I really love my city. I would like to give something back to
my city.
 OTHER APPLICABLE EXPERIENCE: Served on KCSL, SDSI, National
foster parent Ass.

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Local Housing Authority |
| <input type="checkbox"/> Alcohol Fund Advisory Committee | <input type="checkbox"/> Parks & Tree Board |
| <input type="checkbox"/> Art Grant Committee | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Safety Board of Appeals | <input type="checkbox"/> Police/Citizen Board |
| <input type="checkbox"/> Community Health Advisory Board | <input type="checkbox"/> Public Utilities Advisory Board |
| <input type="checkbox"/> Cultural Relations Board | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Traffic Advisory Committee |
| <input type="checkbox"/> Landmarks Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Lee Richardson Zoo Advisory Board | |

RETURN THIS FORM TO:
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Consent Agenda



To: Governing Body
From: Rachelle Powell
Date: November 17, 2015
RE: Regency Autogroup, Inc d/b/a Thrifty Car Rental Lease

ISSUE

Governing Body consideration and approval of the Lease Agreement between Regency Autogroup, Inc (d/b/a Thrifty Car Rental) and the City of Garden City for lease of office/counter space located at Garden City Regional Airport.

BACKGROUND

Regency Autogroup, Inc (d/b/a Thrifty Car Rental) desires to lease from the City office/counter space at Garden City Regional Airport, to conduct a motor vehicle rental business. The lease agreement, term and rent are similar to the other (two) motor vehicle rental businesses operating at the airport.

ALTERNATIVES

1. Governing Body consideration and approval of the Lease Agreement between Regency Autogroup, Inc (d/b/a Thrifty Car Rental) and the City of Garden City for lease of real property located at Garden City Regional Airport.
2. Governing Body consideration and denial of the Lease Agreement between Regency Autogroup, Inc (d/b/a Thrifty Car Rental) and the City of Garden City for lease of real property located at Garden City Regional Airport.
3. Governing Body recommendation for staff.

RECOMMENDATION

Staff recommends Governing Body consideration and approval of the Lease Agreement between Regency Autogroup, Inc (d/b/a Thrifty Car Rental) and the City of Garden City for lease of real property located at Garden City Regional Airport.

The Airport Advisory Board reviewed the lease over email (due to time constraints) and recommended Governing Body consideration and approval of the Lease Agreement between Regency Autogroup, Inc (d/b/a Thrifty Car Rental) and the City of Garden City for lease of real property located at Garden City Regional Airport.

FISCAL NOTE

Tenant shall pay to City as annual rent for the Leased Premises the following:

- (a) Office/Counter Space
 - a. Rent for January 1, 2016 to June 30, 2016 - \$ 720.00
 - b. Rent for July 1, 2016 to June 30, 2017 - \$1,440.00
 - c. Rent for July 1, 2017 to June 30, 2018 - \$1,440.00
- (b) Fee Per Vehicle Rental—\$2.50

VEHICLE RENTAL LEASE AGREEMENT

THIS VEHICLE RENTAL LEASE AGREEMENT (Agreement), made this ___ day of _____, 2015, between **CITY OF GARDEN CITY, KANSAS**, a municipal corporation, hereinafter referred to as "City" and **REGENCY AUTOGROUP, INC.** (d/b/a Thrifty Car Rental), a Kansas corporation, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, City owns and operates the Garden City Regional Airport (GCRA), Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City, office/counter space at the GCRA, to conduct a motor vehicle rental business; and

WHEREAS, City and Tenant desire to enter into a written agreement setting forth the terms and conditions of the agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its use and occupancy, office/counter space located at the GCRA described as follows, and as detailed as the highlighted area in Exhibit A attached hereto and incorporated herein:

Space in the Administrative Building of the GCRA, as depicted on Exhibit A (Leased Premises).

Tenant has inspected the Leased Premises and by execution of this Agreement accepts the Leased Premises in its present condition

2. **TERM.** The term of this Agreement shall be for a period of thirty (30) months, to commence on January 1, 2016, and end on June 30, 2018. At the end of the original term, the term shall automatically renew each year for a new one (1) year term, for a maximum of five (5) annual terms, unless either party gives the other party written notice of intent to terminate this Agreement not less than sixty (60) days prior to the end of the then current term.

3. **RENT.** Tenant shall pay to City as annual rent for the Leased Premises the following:

- (a) Office/Counter Space—\$1,440.00
(144 sq. ft. at \$10.00 per sq. ft.)
 - i. Rent for January 1, 2016 to June 30, 2016 - \$ 720.00
 - ii. Rent for July 1, 2016 to June 30, 2017 - \$1,440.00
 - iii. Rent for July 1, 2017 to June 30, 2018 - \$1,440.00

(b) Fee Per Vehicle Rental—\$2.50

In addition to rent for office/counter space, Tenant shall also pay City the designated fee for each vehicle rented during the year at the GCRA, to include vehicles rented at the terminal building and the FBO,

at the rate indicated in paragraph 3B. Tenant shall prepare and deliver to City a written report of the number of vehicles rented for the previous month, by the 20th of each month, with an annual report due prior to the 10th day of March of each year.

All office/counter space rent shall be due and payable on or before the 10th day of March of each year of the term of this Agreement, with the first rent due on March 10, 2016. The fee for each vehicle rented shall be paid by Tenant to City on a quarterly basis as follows: Within twenty (20) days of March 31, June 30, September 30, and December 31. All rent payments shall be made to the GCRA Director of Aviation.

4. **USE OF PREMISES AND COUNTER SPACE.** Tenant intends to use the Leased Premises for the operation of a motor vehicle rental business

5. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant agrees to the following terms and conditions in the operation of its business:

- (a) To operate in a safe and environmentally responsible manner.
- (b) To maintain the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests.
- (c) To refrain from performing any act or carrying out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors, radio interference emission, or loud noise, or to constitute a nuisance to any other tenants, airline passengers, or the general public in the airport terminal.
- (d) To conform to and comply with any and all laws, rules, and regulations which have been heretofore, or which may hereafter be adopted by any governmental authority having jurisdiction, including City, and the GCRA Advisory Board, except City shall not impose upon Tenant any rule or regulation inconsistent with the terms of this Agreement, or state or federal laws.
- (e) To procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.

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

6. **MAINTENANCE.** City shall be responsible for all necessary maintenance and repairs to the improvements and buildings on the Leased Premises; provided, however, Tenant shall be responsible for any repairs or maintenance required due to the negligence of Tenant, its employees, agents, or customers.

7. **UTILITIES.** City shall pay all utility charges in connection with the Leased Premises, including gas, electricity, and water. Tenant shall pay all telephone service, cable TV and internet charges, as applicable.

8. **ALTERATIONS.** Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of City. All installations, additions, or improvements

in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement.

9. **AGE AND NUMBER OF RENTAL VEHICLES.** Tenant agrees that by July 1st of each year, at least twenty-five percent (25%) of all vehicles offered for rental shall be of the current model year with the remaining seventy-five percent (75%) no older than the previous three (3) model years. Tenant further agrees to have at least one (1) vehicle available for rental at all times, subject to unexpected or unusually busy mid-week periods.

10. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against personal property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorem taxes at the present time since it is owned by City, however, the parties agree that should City be compelled at a later date to pay ad valorem taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorem taxes.

11. **INSURANCE.** Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, with City named as an additional insured. Tenant shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents or employees are not employees of City. Tenant shall annually provide proof of required insurance to City, or at any time requested by City. In addition, Tenant shall immediately notify City of any cancellation of required insurance and Tenant shall require its insurance carriers to mail notices of cancellation to City.

12. **CASUALTY INSURANCE.** City agrees to keep the building where the Leased Premises are located insured against loss or damage caused by fire or other casualties. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City. Tenant shall be responsible for insuring its personal property located on the Leased Premises.

13. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless City from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, its agents, employees, or customers. Tenant shall be responsible for any and all damages to the GCRA or the Leased Premises, caused by the negligence, acts or omissions of Tenant, or Tenant's agents, employees or customers. City shall keep, protect, indemnify and hold Tenant harmless from any loss, claim, judgment, or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use and ownership of the GCRA by City, and the acts or omissions of its employees, agents, or elected officials.

14. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at Tenant's request or by Tenant's authority.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify City, who shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Agreement shall cease as of the date upon which the casualty occurred, with no further obligation of either party hereunder to recognize this Agreement. If City decides to rebuild or repair, then the rent during the restoration period shall abate in proportion and to the extent the Leased Premises had been rendered untenable by said casualty.

16. **RIGHT TO INSPECT.** City hereby reserves, and Tenant hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, with 24 hours advance notice, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

17. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement without having executed a new written Agreement with City, except in the case of an automatic annual renewal, as set forth in paragraph 2 hereof, for which no notice or new agreement is required, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

18. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 17 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City, broom-clean and in as good condition or repair as the same were at the inception of this Agreement, reasonable depreciation, damages from the elements and wear and tear excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant's removal of any trade fixtures or equipment installed by Tenant during the term hereof.

19. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from City, or such additional reasonable time as may be necessary to remedy such failure or neglect, acting diligently, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining in or upon the Leased Premises. In addition, Tenant shall remain and continue to be liable to City in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted, subject to the City's duty to mitigate damages. City shall have the right to pursue all available remedies allowed by law, should Tenant be in default.

20. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign, sublet, or transfer this Agreement or any rights granted to Tenant herein, nor shall Tenant sell or convey this Agreement or any right herein, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.

21. **SIGNS.** Tenant shall have the right to install signs to the Leased Premises, either outside or inside, provided however, that no sign shall be installed without first obtaining written authorization from City. All signs and displays must be designed in such a fashion that they do not cause material damage to the Leased Premises. At the termination of this Agreement, all signs must be removed and all holes and damages from installing and removing signs must be repaired at Tenant's expense. All signs and displays must conform with applicable ordinances of City.

22. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

23. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

24. **ACCESSIBILITY FOR HANDICAPPED.** City will be responsible for any alterations and/or construction within the Leased Premises, which may be mandated by the Americans with Disabilities Act of 1990, 42 U.S.C.S. § 12101, et seq, as amended.

25. **OBSTRUCTIONS.** City reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of City, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and its successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which it may desire to undertake, and for which it has received City's prior written approval.

26. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

27. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, City, the GCRA Director of Aviation, the GCRA Advisory Board, or any other governmental agency or entity having jurisdiction over the GCRA.

28. **ENVIRONMENTAL LAWS.** Tenant shall obey all applicable local, state and federal laws, ordinances and regulations relating to the safety, preservation or protection of human health and the environment and the handling, treatment, transportation, or disposal of waste. Tenant shall not maintain any underground fuel or oil storage tanks on or about the Leased Premises. Tenant shall be responsible for the cleanup of any spills of fuel, chemicals or other hazardous materials caused by Tenant's use and occupancy of the Leased Premises. Tenant shall indemnify City against damages related to any adverse environmental condition arising on or about the Leased Premises caused by the acts or negligence of Tenant, its employees or designees.

29. **RELEASE AND SUBROGATION.** City and Tenant each waive any right to recover against the other for damage to the GCRA or the Leased Premises or any part thereof or any property thereon, but only to the extent that such damage is covered by insurance actually carried or required to be carried by either City or Tenant. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier.

30. **QUIET ENJOYMENT.** City covenants and agrees with Tenant that upon Tenant paying the rents and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder (subject to applicable grace or cure periods), Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises without hindrance or molestation from City or any persons lawfully claiming through City.

31. **GENERAL COVENANTS.**

- (a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

- (1) If to City: Director of Aviation - Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
- (2) If to Tenant: Shawn L. Audrain, President
Regency AutoGroup, Inc.
1719 East Fulton
Garden City, Kansas 67846

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.
- (d) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

REGENCY AUTOGROUP, INC.
d/b/a THRIFTY CAR RENTAL

Date

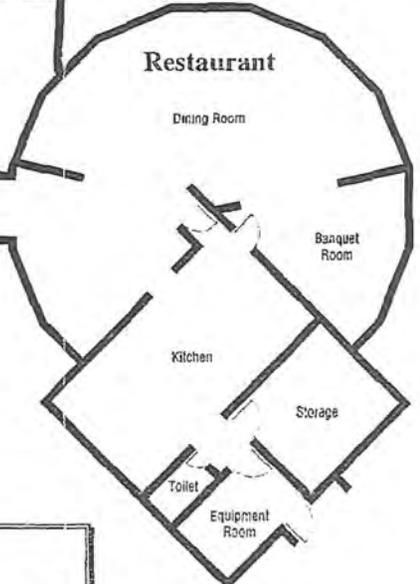
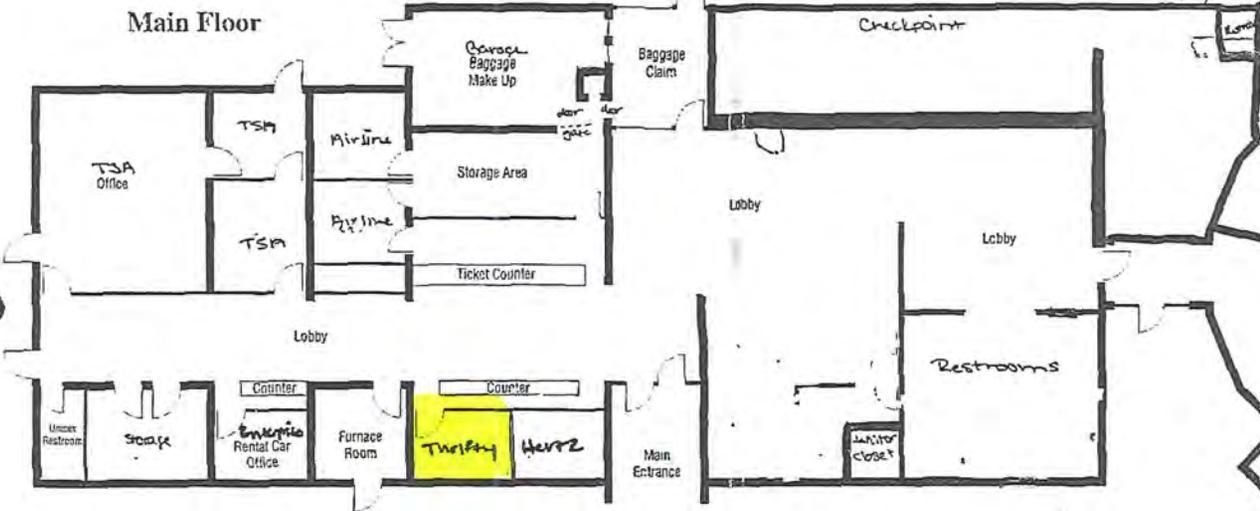
By _____
Shawn L. Audrain President

ATTEST:

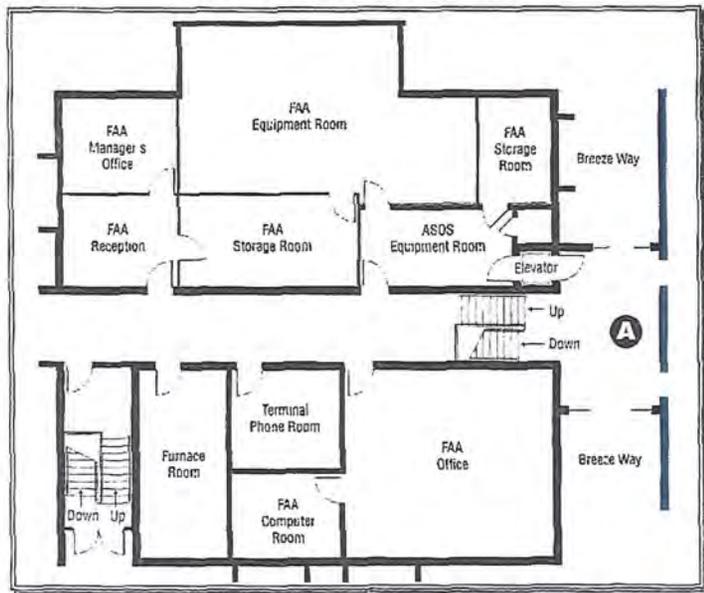
Secretary

W:\RDG\CITY\AIRPORT\LEASES\CAR.RENTAL\REGENCY\THRIFTY\Lease(2015).docx

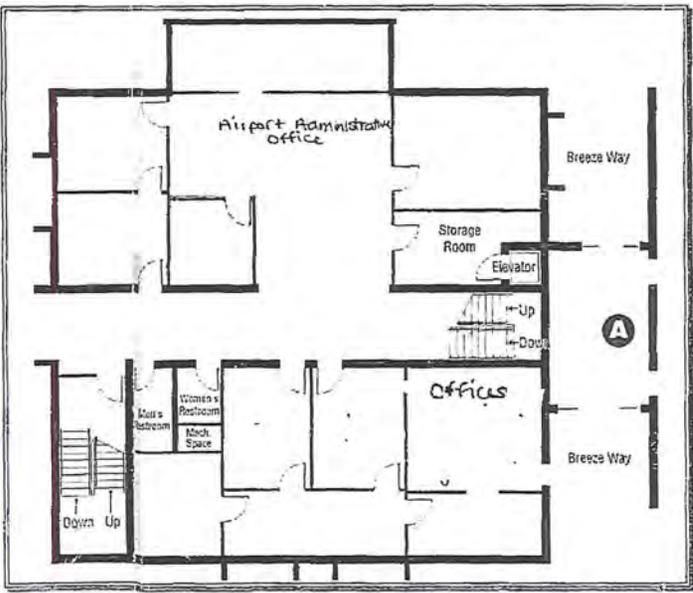
01N001-1E 7/7/97



Lower Floor, South Section



Upper Floor, South Section



Scale: 1" = 15'



Exhibit 1E
TERMINAL BUILDING LAYOUT

EXHIBIT A



To: Governing Body
From: Rachelle Powell
Date: November 17, 2015
RE: Klotz Aviation, LLC Lease

ISSUE

Governing Body consideration and approval of the Lease Agreement between Klotz Aviation, LLC and the City of Garden City for lease of real property located at Garden City Regional Airport.

BACKGROUND

Klotz Aviation, LLC desires to lease from the City, real property at Garden City Regional Airport, to construct an aircraft hangar facility. Klotz Aviation, LLC, at its own costs, will construct a suitable hangar and adjoining surface improvements according to the preliminary plans and specifications submitted. The hangar location is in compliance with the Airport Master Plan and the Airport Layout Plan. An aeronautical study is complete and the FAA doesn't object to the construction of the hangar.

ALTERNATIVES

1. Governing Body consideration and approval of the Lease Agreement between Klotz Aviation, LLC and the City of Garden City for lease of real property located at Garden City Regional Airport.
2. Governing Body consideration and denial of the Lease Agreement between Klotz Aviation, LLC and the City of Garden City for lease of real property located at Garden City Regional Airport.
3. Governing Body recommendation for staff.

RECOMMENDATION

Staff recommends Governing Body consideration and approval of the Lease Agreement between Klotz Aviation, LLC and the City of Garden City for lease of real property located at Garden City Regional Airport.

The Airport Advisory Board reviewed the lease over email (due to time constraints) and recommended Governing Body consideration and approval of the Lease Agreement between Klotz Aviation, LLC and the City of Garden City for lease of real property located at Garden City Regional Airport.

FISCAL NOTE

No rent shall be due for the first twenty-five (25) years of the term of this Agreement. At the end of the original term of this Agreement, Klotz Aviation, LLC shall have the option of extending the term of this Agreement for one (1) additional term of ten (10) years, subject to the parties negotiating mutually agreeable rent for the extension term. Upon substantial completion of initial construction of the hangar, Klotz Aviation, LLC shall transfer to City, free and clear of any and all liens or encumbrances, all of its right, title and interest in and to the hangar. Thereafter, the hangar shall be the sole and exclusive property of City, subject to the rights granted to Klotz Aviation, LLC in this Agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Agreement), made this _____ day of December, 2015, between CITY OF GARDEN CITY, KANSAS, a municipal corporation, hereinafter referred to as "City" and KLOTZ AVIATION, LLC, a Kansas limited liability company, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, City owns real property located at Garden City Regional Airport (GCRA), Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City, real property at GCRA, to construct an aircraft hangar facility on the real property; and

WHEREAS, City and Tenant desire to enter into a written lease agreement setting forth the terms and conditions of the agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its use and occupancy, real property described as that portion of the GCRA facility detailed as the highlighted area in Exhibit A, attached hereto and made a part hereof to be known hereafter as the Leased Premises. Further, Tenant shall, at its own costs, construct upon the Leased Premises a suitable hangar and adjoining surface improvement according to the preliminary plans and specifications attached hereto, marked Exhibit B and incorporated herein by reference. The improvements shall be considered included in the Leased Premises.

2. **TERM.** The term of this Agreement shall be for a period of twenty-five (25) years from the 1st day of December, 2015, to the 30th day of November, 2040. At the end of the original term of this Agreement, Tenant shall have the option of extending the term of this Agreement for one (1) additional term of ten (10) years, subject to the parties negotiating mutually agreeable rent for the extension term. Tenant shall be required to give City written notice of intent to extend the term of this Agreement not less than one hundred eighty (180) days prior to the end of the primary term. Should the parties not be able to agree upon a new rent amount, this Agreement shall be deemed to be terminated at the end of the primary term.

3. **RENT AND ASSIGNMENT OF TITLE.** No rent shall be due for the first twenty-five (25) years of the term of this Agreement. Upon substantial completion of initial construction of the hangar, Tenant shall transfer to City, free and clear of any and all liens or encumbrances, all of its right, title and interest in and to the hangar. Thereafter, the hangar shall be the sole and exclusive property of City, subject to the rights granted to Tenant in this Agreement.

4. **COMMERCIAL USE PERMIT.** The parties agree that the intended and authorized use of the Leased Premises shall be for the storage, hangar, minor maintenance and cleaning of Tenant's aircraft. There shall be no ongoing commercial business operations on the premises. Maintenance of a pilot's office shall not be considered a business operation for purposes of this Agreement.

5. **USE OF PREMISES.** Tenant intends to use the Leased Premises for the storage and light maintenance of a business class aircraft. Tenant is granted the following uses by City:

- (a) All activities necessary for and associated with the storage of an aircraft.
- (b) Storage of aircraft and equipment associated with Tenant's business.
- (c) Tenant may sublease any hangar space within the Leased Premises upon such terms and conditions as Tenant deems appropriate, as long as such sublet does not violate any of the terms and conditions of this Agreement.
- (d) Use of common areas of GCRA, including runways, taxiways, roadways, floodlighting, landing lights, signals, and all other facilities and conveniences necessary for takeoff, flight, and landing of aircraft of Tenant.

6. **DUTIES AND RESPONSIBILITIES OF TENANT INSIDE THE BUILDING.** Tenant agrees to the following terms and conditions in the use of the hangar:

- (a) To operate in a safe and environmentally responsible manner.
- (b) To store all trash and refuse in appropriate containers within the Leased Premises and to attend to the disposal thereof in a manner and place designated by City.
- (c) To maintain inside the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests.
- (d) To refrain from performing any act or carrying out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors, radio interference emission, or loud noise, or to constitute a nuisance to any other tenants, airline passengers, or the general public in the airport terminal.
- (e) To conform to and comply with any and all laws, rules, and regulations which have been heretofore, or which may hereinafter be adopted by any governmental authority having jurisdiction, including City, except City shall not impose upon Tenant any rule or regulation inconsistent with the terms of this Agreement, or state or federal laws.
- (f) To procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law. City agrees that it will not require or impose any permit or license fee, charge, tax or other fee upon Tenant not otherwise imposed on all other hangar tenants at the GCRA.
- (g) To conduct all affairs on or about the hangar in a fair, equal, and nondiscriminatory basis.

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

7. **MAINTENANCE.** Tenant shall be responsible for all usual and necessary repairs to the hangar, and all other structures and fixtures on the Leased Premises, including, but not limited to, the foundation, building supports, exterior walls, doors, roof, plumbing, and electrical systems. Any repairs which must be made as a result of damages caused by any acts or omissions of Tenant, its employees or agents shall also be the responsibility of Tenant. Tenant shall be responsible for the clean-up of all fuel spills caused by the acts or negligence of its employees. All such cleanups shall be conducted in accordance with applicable state and federal laws, rules, and regulations. City shall be responsible for any fuel spills by its employees, tenants or other authorized persons handling fuel at the airport.

8. **UTILITIES.** Tenant shall pay all utility charges in connection with the Leased Premises, including gas, electricity, water, and telephone service.

9. **ALTERATIONS.** Tenant shall not make any material or substantial alterations or additions to the Leased Premises, after initial construction, without the prior written consent of City. All initial and subsequent installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. City may require the removal by Tenant of any temporary structure at the sole expense of Tenant.

10. **TAXES.** The parties acknowledge that the Leased Premises is exempt from ad valorem taxes at the present time since it is owned by the City, however, the parties agree that should the City be compelled at a later date to pay ad valorem taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the Leased Premises subject to ad valorem taxes. Tenant shall pay, be responsible for and discharge any tax assessed to it for any reason including but not limited to, personal property tax for any personal property located on the Leased Premises.

11. **INSURANCE.** Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence, with City named as an additional loss payee/insured. Tenant shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents or employees are not employees of City. Tenant shall annually provide proof of required insurance to City. In addition, Tenant shall immediately notify City of any cancellation of required insurance and Tenant shall require its insurance carriers to mail notices of cancellation to City.

12. **CASUALTY INSURANCE AND OBLIGATION TO REBUILD.** City agrees to keep all structures on the Leased Premises insured against loss or damage for fire or other casualties. City agrees to rebuild structures, using similar building products and methods as the initial construction or any approved construction for improvements thereafter. The City shall use any and all insurance proceeds to rebuild structures. City shall have no obligation to expend funds to rebuild structures in excess of insurance proceeds received by City. Further, in the event of such loss, from the date of loss until reconstruction is completed, City shall provide to Tenant suitable hangar space (for the same square footage) at GCRA, without cost during the primary term, or thereafter at the then

existing lease rate, if a suitable hangar exists at that time. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City. Tenant shall be responsible for insuring its personal property located on the Leased Premises.

13. **INDEMNIFICATION.** Each party shall keep, protect, and save harmless the other from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by their employees, their agents or employees for any act, negligence or any liability to any person on account of any injury, damage or death to any person or property arising from any act. Tenant further agrees to hold City harmless from any monetary fine or assessment placed upon Tenant by the FAA or any other governmental agency having jurisdiction over Tenant or GCRA, if it is determined that the fine or assessment is a direct result of an act or omission of Tenant.

14. **ENVIRONMENTAL HAZARD INDEMNIFICATION.** Tenant shall strictly follow any and all federal and state laws, statutes, rules, and regulations pertaining to environmental issues. Tenant shall keep, protect, and save harmless City from any loss, cost, claim, or judgment of any sort or nature arising out of any event or occurrence resulting in an environmental hazard which might cause liability to accrue to City. City shall keep, protect, and save harmless Tenant from any loss, cost, claim, or judgment of any sort or nature arising from any event or occurrence resulting in an environmental hazard arising from conduct or actions of the City, its employees, contractors or agents.

15. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises, including the hangar and all other structures, free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at Tenant's request or by Tenant's authority, as well as any other liens or encumbrances.

16. **RIGHT TO INSPECT.** City hereby reserves, and Tenant hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

17. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

18. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 17 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to

City, in as good condition or repair as the same were at the inception of this Agreement, including, but not limited to, the obligation to repair any and all damages caused by Tenant's removal of any structure installed by Tenant during the term hereof.

19. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to Tenant from City, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's personal property or structures left remaining in or upon the Leased Premises. In addition, Tenant shall remain and continue to be liable to City in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted. All parties shall have the right to pursue all available remedies allowed by law, should the other be in default.

20. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or transfer this Agreement nor shall Tenant sell or convey this Agreement or any right herein. Tenant is not authorized to enter into any sublet agreement which alters any of the obligations, duties, covenants or restrictions of this Agreement or create any greater rights or obligations to Tenant or City and any such attempt to contract same shall be null and void.

21. **SIGNS.** Tenant shall have the right to install signs to the Leased Premises, either outside or inside, provided, however, that no sign shall be installed without first obtaining written authorization from City. All signs and displays must be designed in such a fashion that they do not do material damage to the Leased Premises. At the termination of this Agreement, all signs must be removed and all holes and damages from installing and removing signs must be repaired at Tenant's expense. All signs and displays must conform with applicable ordinances of City.

22. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

23. **DISPUTE RESOLUTION.** All complaints or disputes of Tenant concerning the operation of the GCRA shall be submitted in writing by Tenant to the GCRA Director of Aviation, acting on behalf of the GCRA Advisory Board. The GCRA Advisory Board and the GCRA Director of Aviation shall thereafter address the complaint or dispute.

24. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds

of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.

- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas and City, or their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or City funds or the issuance of bonds for the development of the GCRA.

25. **ACCESSIBILITY FOR HANDICAPPED.**

- (a) City shall be responsible for maintaining the GCRA facilities and services, other than the Leased Premises, in a manner which complies with the parties' respective obligations under 14 CFR, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel, under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and under 42 U.S.C.S. §§12101, et seq., The Americans with Disability Act of 1990, and as amended, or a substantially equivalent standard.
- (b) All GCRA terminal facilities shall be accessible to handicapped persons. Tenant shall be responsible for the cost of all improvements to the Leased Premises necessary to meet the requirements of the statutes and regulations cited above and other relevant federal, state, or local laws, statutes and ordinances that relate to handicapped accessibility standards.

26. **OBSTRUCTIONS.** City reserves the right to take any action it may deem necessary to protect aerial approaches of GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of City, will limit the usefulness of GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and its successors and assigns, will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which it may desire to undertake, and for which it has received City's prior written approval.

27. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

28. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, City, the GCRA Director of Aviation, the GCRA Advisory Board, or any other governmental agency or entity having jurisdiction over the GCRA. Nothing herein contained will authorize any such agency to change the terms of Paragraphs 1, 2 or 3 of this Agreement.

29. **SUBORDINATION OF AGREEMENT.** The parties agree that this Agreement shall be subordinate to any and all existing or future agreements between City and the United States of America relating to the operation or maintenance of the GCRA.

30. **GENERAL COVENANTS.**

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, sent by email, or by first class mail, addressed as follows:

(1) If to City: GCRA Advisory Board
c/o GCRA Director of Aviation
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846

and to: City Manager
P.O. Box 998
Garden City, Kansas 67846

(2) If to Tenant: Klotz Aviation, LLC
c/o Victor S. Klotz
P. O. Box 86
Holcomb, Kansas 67851

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail. Notwithstanding any other provision requiring notice, any disposition or transfer of information which gives actual notice shall be considered notice under this Agreement.

(b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.

(c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.

- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) The headings of the paragraphs of this Agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.
- (g) In the event any provision of this Agreement shall be invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

KLOTZ AVIATION, LLC.

Date

By _____
Victor A. Klotz
Title: _____



O'Brate

Eatherly

Brookover

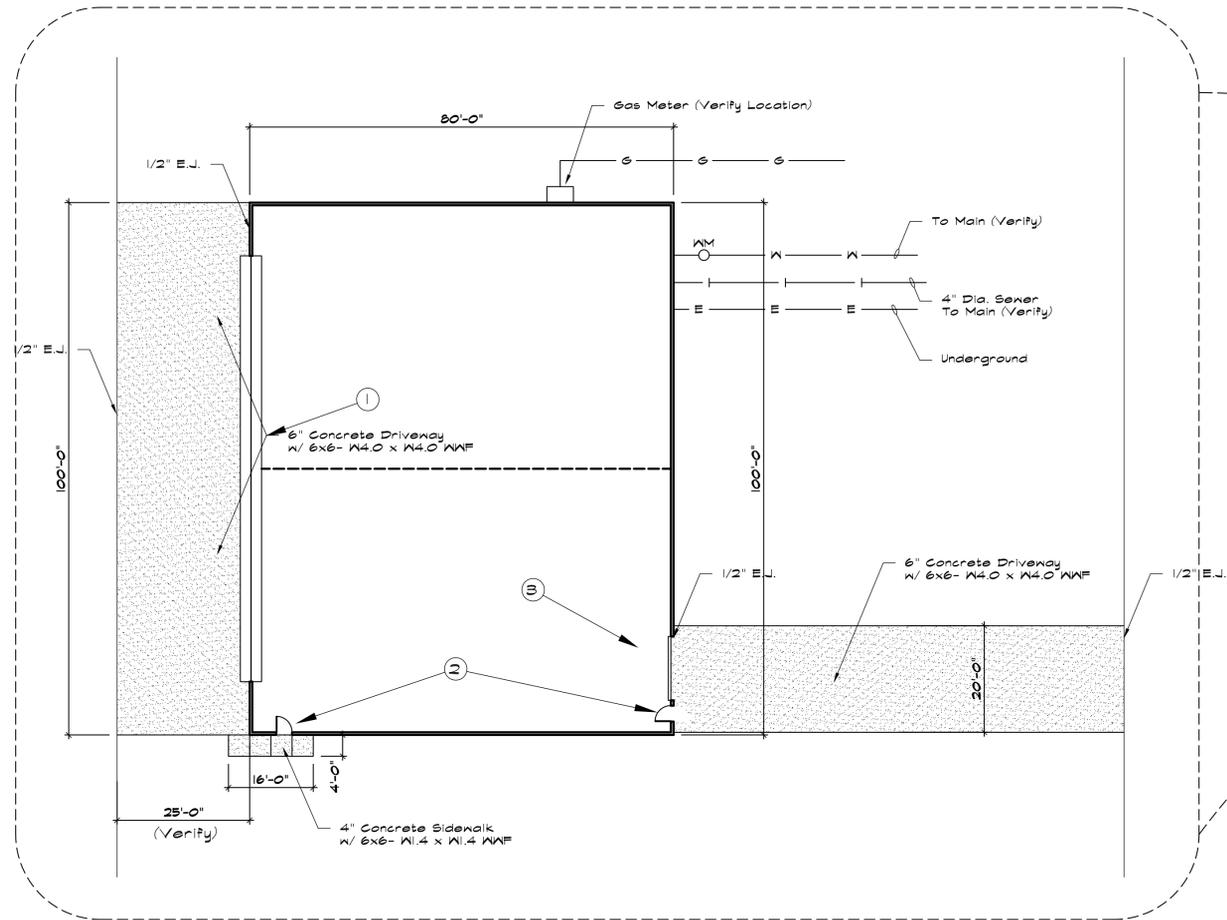
Klotz

Proposed Hangar

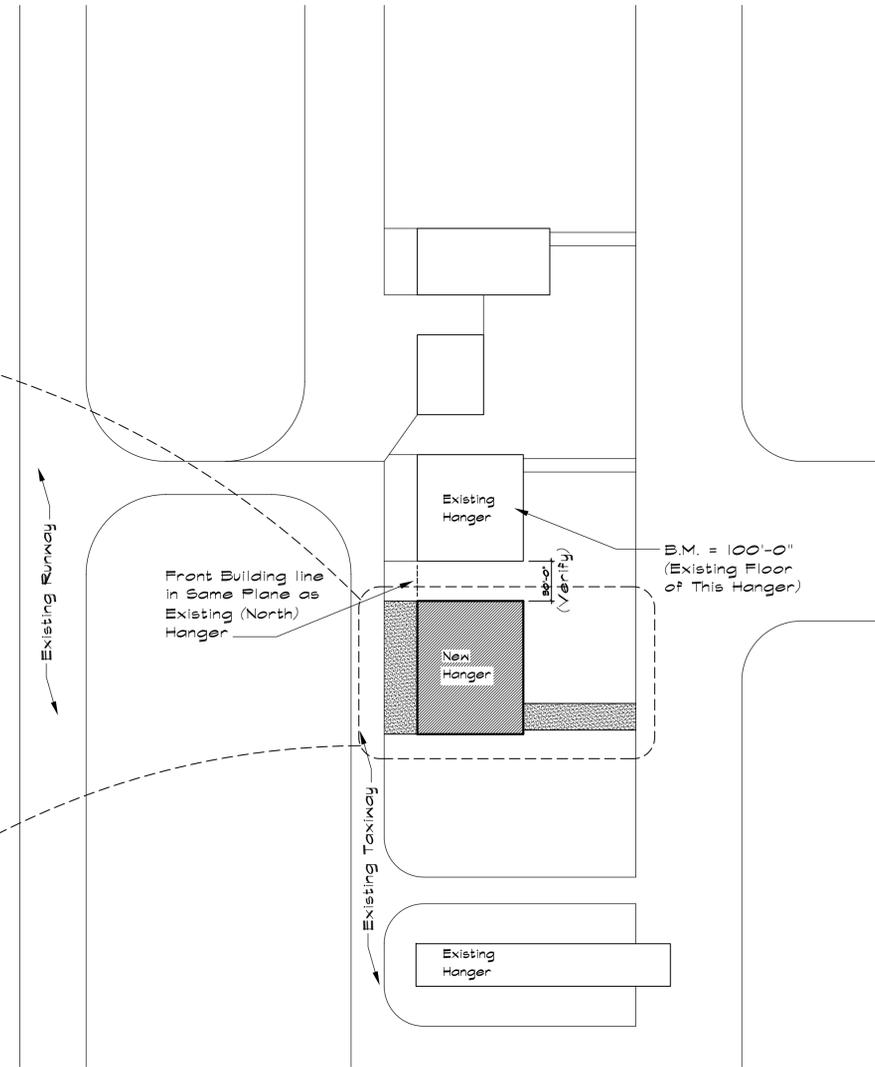
EXHIBIT A
Klotz Aviation LLC
Proposed Hangar

Exhibit B

- ① 80'x22' Hyd. Door
- ② 3'-0" Steel Door
- ③ 12'x14' Overhead Door



Floor Plan
North 1/16"=1'-0"



Site Plan
North 1/64"=1'-0"

THE DRAWING, SPECIFICATIONS AND NOTES ARE THE PROPERTY OF ARCHITECTURE PLUS L.L.C. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE PLUS L.L.C. IS STRICTLY PROHIBITED. ARCHITECTURE PLUS L.L.C. SHALL RETAIN ALL COMMON LAW RIGHTS, INCLUDING THE COPYRIGHT.

ARCHITECTURE PLUS L.L.C.
402 E. FULTON • 620.276.2872
GARDEN CITY, KANSAS 67846
FAX 620.276.7679
archplus@architectureplus.net

ARCHITECTURE PLUS L.L.C.
GARDEN CITY • DODGE CITY • DENVER

date
Oct. 2015
drawn by
dlh
revisions

New Hanger Building for:
Klotz Sand
Garden City Regional Airport
Garden City, KS

job number
15032
title
Site Plan

sheet number

A1.0

of



MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 1 December 2015

RE: 20" WATERMAIN RELOCATION PROJECT

Engineering Department

ISSUE

Governing Body consideration and acceptance of bids received October 29, 2015 for rehabilitation of the 20" Watermain Relocation project associated with the addition to the Central Fire Station.

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

C.W. Harper, P.E.
Project Engineer

BACKGROUND

The project is necessary as the current location of the 20" watermain is in the proposed basement of the Fire Station addition and in front of the City Administrative Center. The watermain is being completely rerouted along Fulton and Eighth Streets. The project also includes provisions for future streets lights and irrigation adjacent to and within the parking lot on Eighth Street between Chestnut and Fulton Streets.

Three bids were received, with the low bid submitted by Dick Construction, Inc. for \$241,293.00, which is under the engineer's estimate of \$308,525.00.

ALTERNATIVES

The Governing Body must reject the bid, or defer action until a later date.

RECOMMENDATION

Staff recommends accepting the bid and awarding the contract to Dick Construction, Inc. for \$241,293.00, and authorizing the Mayor and City Clerk to execute the contracts when the documents are returned by the contractor.

FISCAL

Funding for this project will be included in a 2015 temporary financing issue along with the Central Station addition construction. Permanent financing would likely be issued in 2017, with the first debt payment impacting the 2018 budget.

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www.garden-city.org

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

SUMMARY OF BIDS
October 29, 2015 10:00 AM

20" WATERMAIN RELOCATION

BIDDER	BID AMOUNT	NOTE
Engineer's Estimate	\$ 308,525.00	
Dick Construction, Inc.	\$ 241,293.00	LOW
Lee Construction, Inc.	\$ 343,290.00	
Nowak Construction, Co., Inc.	\$ 406,449.50	

20" WATERMAIN RELOCATION

No.	Bid Item	Unit	Quan	Engineer's Estimate		Dick Construction, Inc.		Lee Construction, Inc.		Nowak Construction Co., Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.	20" C905, DR25, in place	L.F.	760	\$ 95.00	\$ 72,200.00	\$ 72.00	\$ 54,720.00	\$ 72.50	\$ 55,100.00	\$ 203.75	\$ 154,850.00
2.	20" Waterstop	Ea	1	\$ 22,000.00	\$ 22,000.00	\$ 17,500.00	\$ 17,500.00	\$ 23,200.00	\$ 23,200.00	\$ 37,350.00	\$ 37,350.00
3.	20" Tee	Ea	3	\$ 5,500.00	\$ 16,500.00	\$ 1,796.00	\$ 5,388.00	\$ 4,875.00	\$ 14,625.00	\$ 2,530.00	\$ 7,590.00
4.	20"x45° bend	Ea	4	\$ 4,500.00	\$ 18,000.00	\$ 1,425.00	\$ 5,700.00	\$ 4,450.00	\$ 17,800.00	\$ 2,275.00	\$ 9,100.00
5.	20" MJ Cap	Ea	1	\$ 4,250.00	\$ 4,250.00	\$ 800.00	\$ 800.00	\$ 3,675.00	\$ 3,675.00	\$ 570.00	\$ 570.00
6.	20" Gate Valve, bezel gear	Ea	3	\$ 12,500.00	\$ 37,500.00	\$ 13,700.00	\$ 41,100.00	\$ 19,995.00	\$ 59,985.00	\$ 14,130.00	\$ 42,390.00
7.	20"x12" Reducer, in place	Ea	1	\$ 4,000.00	\$ 4,000.00	\$ 1,250.00	\$ 1,250.00	\$ 4,130.00	\$ 4,130.00	\$ 2,920.00	\$ 2,920.00
8.	12" Waterstop	Ea	1	\$ 7,500.00	\$ 7,500.00	\$ 9,100.00	\$ 9,100.00	\$ 11,750.00	\$ 11,750.00	\$ 13,460.00	\$ 13,460.00
9.	12" C900, DR18, in place	L.F.	40	\$ 45.00	\$ 1,800.00	\$ 36.00	\$ 1,440.00	\$ 175.00	\$ 7,000.00	\$ 189.50	\$ 7,580.00
10.	12"x90° bend	Ea	1	\$ 700.00	\$ 700.00	\$ 1,350.00	\$ 1,350.00	\$ 1,600.00	\$ 1,600.00	\$ 730.00	\$ 730.00
11.	8" C900, DR18, in place	L.F.	145	\$ 30.00	\$ 4,350.00	\$ 26.00	\$ 3,770.00	\$ 58.00	\$ 8,410.00	\$ 115.35	\$ 16,725.75
12.	18"x8" wet tap	Ea	1	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00	\$ 5,650.00	\$ 5,650.00	\$ 4,220.00	\$ 4,220.00
13.	8"x45° bend	Ea	2	\$ 700.00	\$ 1,400.00	\$ 760.00	\$ 1,520.00	\$ 995.00	\$ 1,990.00	\$ 435.00	\$ 870.00
14.	8" MJ Cap	Ea	1	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 730.00	\$ 730.00	\$ 100.00	\$ 100.00
15.	8" Gate Valve	Ea	1	\$ 1,200.00	\$ 1,200.00	\$ 1,350.00	\$ 1,350.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00
16.	Irrigation & Street Lighting	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 13,400.00	\$ 13,400.00	\$ 25,500.00	\$ 25,500.00	\$ 18,640.00	\$ 18,640.00
17.	R & R Curb & Gutter	L.F.	25	\$ 60.00	\$ 1,500.00	\$ 48.00	\$ 1,200.00	\$ 50.00	\$ 1,250.00	\$ 43.75	\$ 1,093.75
18.	R & R 7" Concrete	S.Y.	375	\$ 115.00	\$ 43,125.00	\$ 96.00	\$ 36,000.00	\$ 110.00	\$ 41,250.00	\$ 121.20	\$ 45,450.00
19.	7" colored concrete	S.Y.	80	\$ 125.00	\$ 10,000.00	\$ 120.00	\$ 9,600.00	\$ 140.00	\$ 11,200.00	\$ 117.35	\$ 9,388.00
20.	Remove existing fire hydrant	Ea	1	\$ 1,000.00	\$ 1,000.00	\$ 375.00	\$ 375.00	\$ 650.00	\$ 650.00	\$ 530.00	\$ 530.00
21.	Fire Hydarnt Assembly	Ea	1	\$ 3,000.00	\$ 3,000.00	\$ 3,950.00	\$ 3,950.00	\$ 4,225.00	\$ 4,225.00	\$ 5,650.00	\$ 5,650.00
22.	R & R Sidewalk	S.Y.	260	\$ 100.00	\$ 26,000.00	\$ 58.00	\$ 15,080.00	\$ 62.00	\$ 16,120.00	\$ 66.45	\$ 17,277.00
23.	Sidewalk Ramps	Ea	3	\$ 1,000.00	\$ 3,000.00	\$ 850.00	\$ 2,550.00	\$ 2,500.00	\$ 7,500.00	\$ 990.00	\$ 2,970.00
24.	Construction staking	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00	\$ 2,520.00	\$ 2,520.00
25.	Traffic control	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 13,500.00	\$ 13,500.00	\$ 3,025.00	\$ 3,025.00
TOTAL SCHEDULE 1:				\$	308,525.00	\$	241,293.00	\$	343,290.00	\$	406,449.50

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December, 2015, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and STEPHEN COTT (COUNSEL).

WHEREAS, CITY desires to retain an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court), and

WHEREAS, CITY is desirous of protecting the Constitutional and statutory rights of indigent defendants who appear before the Municipal Court, and

WHEREAS, COUNSEL is desirous of contracting with CITY to provide legal representation for indigent defendants.

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

1. RETENTION. CITY hereby retains COUNSEL to provide legal representation in the Municipal Court for individuals qualifying as indigent defendants in cases where there is the possibility of incarceration. The nature of the cases involved will primarily be the offenses of Driving While Under the Influence of Alcohol and/or Drugs, Driving While License Cancelled, Suspended, or Revoked, Domestic Battery, and Possession of Marijuana or Drug Paraphernalia, as well as other infractions or ordinances as defined by the Code of Ordinances of CITY, the Standard Traffic Ordinances for Kansas Cities, and the Uniform Public Offense Code for Kansas Cities.

2. SCOPE OF REPRESENTATION. COUNSEL shall be retained by CITY to represent indigent defendants in all proceedings before the Municipal Court, and shall include services required for trial, entry of plea, post-sentencing proceedings, and/or diversion. In addition, COUNSEL shall be retained to provide representation for indigent defendants should a matter be appealed to the District Court of Finney County or the appellate courts of the State of Kansas.

3. TERM. The term of this Agreement shall begin January 1, 2016, and end December 31, 2016. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any term specified in this paragraph, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. Upon termination of this Agreement, and expiration of the notice period, neither party shall have any further responsibility under this Agreement, other than the obligation of CITY to pay COUNSEL for services already rendered up to date of termination.

4. PAYMENT. CITY shall pay to COUNSEL for the legal representation to be provided by COUNSEL, the amount of Three Hundred Fifty Dollars (\$350.00) per case to which COUNSEL may be appointed by the Municipal Court, except post-sentence matters. In all post-sentence matters to which COUNSEL may be appointed, CITY shall pay to COUNSEL, the amount of Two Hundred Twenty-five Dollars (\$225.00) per case. In addition, CITY shall pay the following expenses incurred by COUNSEL: witness fees, translator fees (subject to below), expert witness fees, long distance telephone calls, and depositions. The per case fee to be paid to COUNSEL is a flat fee, regardless of hours spent by COUNSEL or the nature of resolution of a case. Should a matter be appealed to the District Court of Finney County or an appellate court of the State of Kansas, CITY shall pay to COUNSEL the sum of One Hundred Dollars (\$100.00) per hour up to a maximum fee of One Thousand Five Hundred Dollars (\$1,500.00) per case which is appealed. In addition, CITY shall reimburse COUNSEL for actual expenses involved in an appeal within the scope of expenses delineated above, with the exception that CITY shall also be responsible for travel, lodging, and brief expenses should such expenses be incurred

in conjunction with an appeal before an appellate court of the State of Kansas. Translator fees shall be paid at a rate not to exceed Twenty-five Dollars (\$25.00) per hour, with a total for each case not to exceed One Hundred Dollars (\$100.00). Any extraordinary expenses sought to be incurred by COUNSEL should be approved by the Municipal Court prior to expenditure.

In all cases, other than post-sentence matters, where COUNSEL is appointed and an indigent defendant leaves the jurisdiction of the Municipal Court or otherwise absents himself/herself from the Municipal Court or fails to appear at Court-ordered hearings for a period of three (3) months, or the indigent defendant hires private counsel, COUNSEL may file a Motion to Withdraw as counsel with the Municipal Court. Upon the granting of the Motion to Withdraw, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Fifty Dollars (\$150.00) if the withdrawal is prior to entry of plea; or (b) in the amount of Three Hundred Fifty Dollars (\$350.00) if the withdrawal is after entry of plea. In all post-sentence matters, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Dollars (\$100.00) if the withdrawal is prior to entry of admission/denial; or (b) in the amount of Two Hundred Twenty-five Dollars (\$225.00) if the withdrawal is after entry of admission/denial.

In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars (\$50.00) upon withdrawal from representation.

5. METHOD OF PAYMENT. When a case is finalized by COUNSEL, either through execution of a diversion agreement, entry of a plea of guilty or trial with subsequent sentence, acquittal, or dismissal, COUNSEL shall submit a voucher to CITY for payment. Further, COUNSEL shall submit a voucher for payment on a monthly basis, for all cases completed during a month. CITY shall timely pay all vouchers submitted. CITY may require proof of expenditure for all expenses requested to be reimbursed.

6. SELECTION OF COUNSEL. The Municipal Court shall maintain a list of the names of counsel contracting with CITY to provide indigent defendant representation. The Municipal Court shall select counsel for a case on a rotating basis. Should COUNSEL have a conflict in a particular case, the Municipal Court shall pass over COUNSEL for that particular case and then assign COUNSEL to the next case. COUNSEL reserves the right to refuse appointments based upon availability of resources and the ability to meet professional responsibility obligations to other clients. CITY shall have the right to retain as many attorneys as may be necessary to meet the needs of indigent defendants appearing before the Municipal Court.

7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that he is an independent contractor, and not an employee of CITY.

8. DISCHARGE OF DUTIES. COUNSEL agrees to strictly abide by the Model and Kansas Rules of Professional Conduct. In addition, COUNSEL agrees to zealously represent the rights and interests of all indigent defendants to whom COUNSEL might be appointed to represent, and afford all indigent defendants the representation to which they are entitled by reason of the Constitutions of the United States and the State of Kansas, and federal and state statutory laws.

ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL

10-21-15
Date



STEPHEN COTT

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor



MEMORANDUM

TO: Governing Body
FROM: Sam Curran, Director of Public Works
DATE: November 24, 2015
SUBJECT: 2016 Crack Sealing Bid

CITY COMMISSION

JANET A. DOLL,

Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

ISSUE

Staff is requesting Governing Body consideration of accepting the low crack sealing bid from B & H Paving, Inc.

BACKGROUND

Bids were opened on the November 24, 2015 in the Administration Building at 10:00 a.m. for 183,000 pounds of crack filler placed by a contractor. The low bidder was B & H Paving from Scott City for \$157,380.00. This project will seal the cracks in the asphalt pavement for the 2016 Street Sealing Maintenance Project.

Staff has attached the following documents for your review:

1. Bid Tabulation Sheet
2. Map identifying the area of the proposed project

ALTERNATIVES

1. Approve the low crack sealing bid from B & H Paving, Inc. for \$157,380.00.
2. Reject all bids.

RECOMMENDATION

Staff recommends Governing Body consideration of accepting the low bid of \$157,380.00 from B & H Paving, Inc. for the crack sealing bid.

FISCAL NOTE

Material-Street Repair - \$157,380.00, fund #032-21-211-5530.07; Budgeted Amount \$205,000.00.

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CITY COMMISSION

JANET A. DOLL,
Mayor

ROY CESSNA

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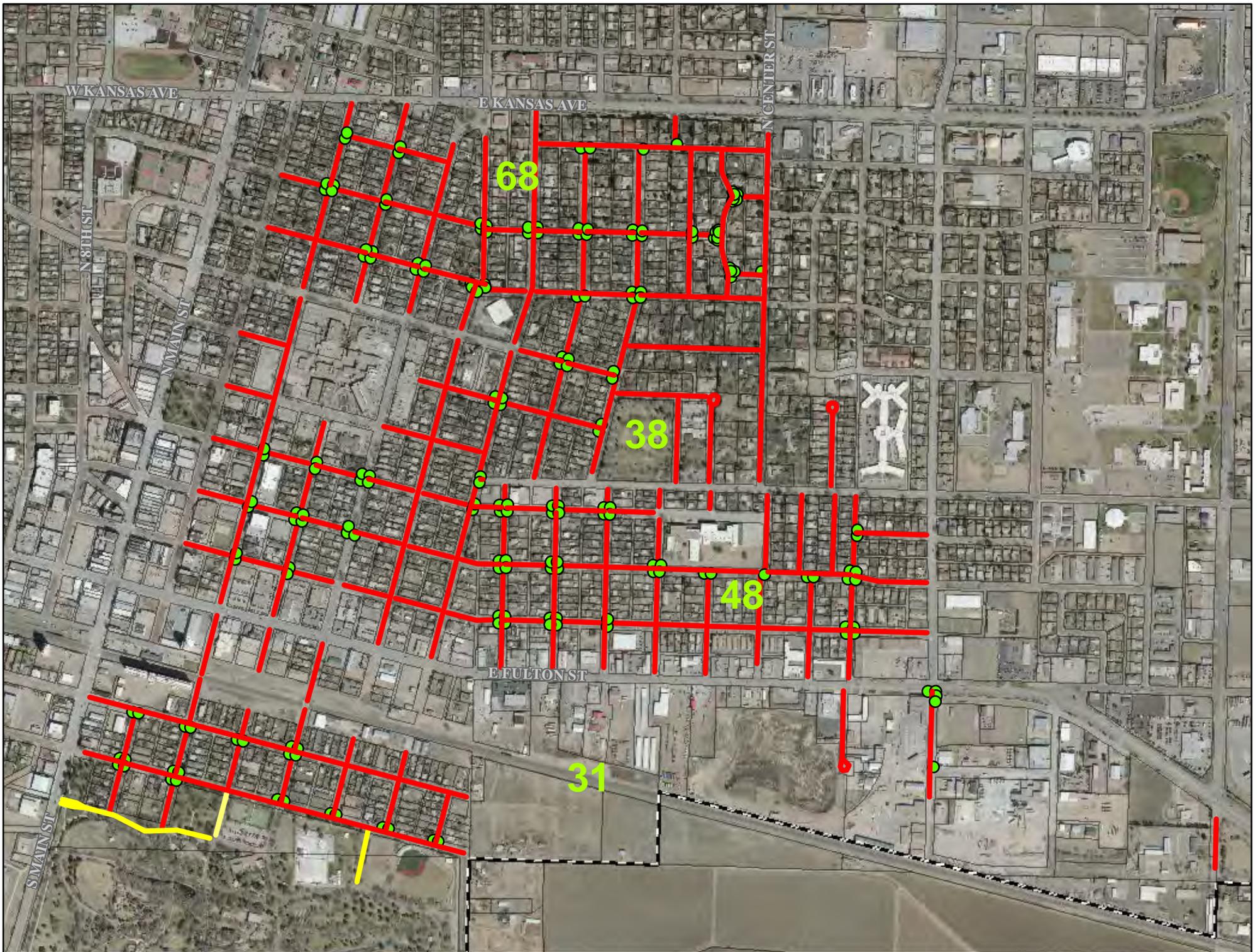
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**CITY OF GARDEN CITY
2016 CRACK SEALING PROJECT
CYCLE 3**

Bid Tabulation Sheet

Date & Time: Tuesday, November 24, 2015 10:00 a.m.

BIDDERS	UNIT COST PER POUND	TOTAL COST \$183,000.00	COMMENT
B & H Paving Scott City, KS	\$0.86	\$157,380.00	LOW BID
Circle C Paving Goddard, KS	\$1.05	\$192,150.00	
Interstate Sealang & Concrete Waukesha, WI	\$1.12	\$204,960.00	



Other Entities Minutes

FINNUP CENTER FOR CONSERVATION
EDUCATION

5:00 PM, TUESDAY, NOVEMBER 3, 2015

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Zoo Monthly Report
2. FOLRZ Report
3. Board Tour or reschedule
4. Capital Improvement Projects
5. Discussion of New Board Candidates

V. OLD BUSINESS

1. Elephant Update

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, November 3, 2015

Members Present: Taylor Freburg, Tammy Rieth, Jimmy Deal, Phil Sloderbeck
Members Absent: Kathy Diehl
Others Present: Kristi Newland, Donna Wohler, Whitney Buchman

- I. The meeting was called to order at 5:27
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the October meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – A new Black-footed ferret arrived at the zoo. One of the Red-ruffed lemurs was transferred to the Nashville Zoo to be with their lone lemur. One bid was received for the Picnic Shelter project but was over the budgeted amount; may rebid in the spring when the City’s concrete crew is available. Restructuring of staff at City Hall resulted in the Zoo Department now reporting to the Assistant City Manager. The AZA accreditation application was received and staff is beginning the compilation of documents. A new Education Specialist was hired. About 30 people took a trip to a pumpkin patch for the Family Nature Club. The Pallas Cat exhibit is nearing completion.
 - b. FOLRZ Report – Jessica is writing grants to help fund the cost of updating the zoo’s strategic plan from 2008. A Wild Affair netted about \$42,000 and profits from Boo! at the Zoo were about \$29,000. Tales in Tinseltown will take place on December 12. A big screen TV was ordered in the spring for the Safari plaza/entrance area and staff is determining where to mount it.
 - c. Board Tour or reschedule – The board suggested the possibility of taking a tour on a Saturday after new appointees join the board.
 - d. Capital Improvement Projects – Kristi handed out a working draft of zoo projects. The rhino remodel has been added to the list to account for funds that will come out of the elephant expansion money. Kristi went over the renovations that will need to be made and talked about the various combinations of rhinos that could be housed there in the future.
 - e. Discussion of New Board Candidates – Kristi handed out the applications received to fill the vacant seats on the board. (Ryan Derstein and Donna Lightner.) Jimmy moved to recommend the appointment of both candidates. Taylor seconded and the motion passed.
- V. Old Business
 - a. Elephant Update – The loading of the elephants for the transfer to Cheyenne Mountain Zoo went smoothly. The trip and unloading also went well. They have started introductions to other elephants, which are going well. Kimba is very outgoing and both elephants are confident in their new surroundings. An update from CMZ is on the zoo’s Facebook page.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 6:16 p.m.

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