



AGENDA
CITY COMMISSION MEETING
Tuesday, February 16, 2016
1:00 PM
City Administrative Center, 301 N. 8th Street

I. Note:

Pre-meeting at 11:00 a.m. – 11:45 a.m. at Clint Lightner Ballfield at 706 E. Maple for the Commission to tour the ballfields. Administrative staff will be present and the pre-meeting is open to the public.

II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT

III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED

A. February 2, 2016 City Commission minutes.

V. PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. Governing Body consideration and approval to allow the Mayor to proclaim April 28, 2016 as Arbor day.

VII. REPORT OF THE CITY MANAGER

A. Communications Specialist Freburg will provide information on the 2016 Citizen's Academy.

B. The City has approved a three-year contract extension for the Garden City Charity Classic from 2016-2018. Golf Professional Cole Wasinger will provide an update on volunteer and sponsorship opportunities.

C. Presentation of the January 2016 staff report from the Garden City Regional Airport.

D. Presentation of the January 2016 monthly staff report from Cemetery Department.

E. Presentation of the January 2016 monthly Financial report from Service and Finance.

- F. Presentation of the January 2016 monthly building report from Neighborhood & Development Services.
- G. Presentation of the January 2016 activity reports from the Garden City Police Department.
- H. Presentation of the January 2016 monthly staff report from Lee Richardson Zoo.

VIII. MEETINGS OF NOTE

- A.
 - February 15, 2016 - Downtown Vision Annual Meeting at High Plains Public Radio at 6:00 p.m.
 - February 20, 2016 - Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
 - February 22, 2016 - Governing Body Goal Setting Retreat at Finnup Center at 8:30 a.m.
 - March 3, 2016 - Citizens Academy in the Meeting Room at the City Administrative Center at 5:30 p.m.
 - March 10, 2016 - Citizens Academy in the Meeting Room at the City Administrative Center at 5:30 p.m.
 - March 19, 2016 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
 - March 24, 2016 - Citizens Academy at the ARFF Station at Garden City Regional Airport at 5:30 p.m.
 - April 9-12, 2016 - Western Kansas Congressional Delegation reception in Washington, D.C.
 - April 20, 2016 - Earth Day - Party for the Planet at Lee Richardson Zoo

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2406-2016A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. Governing Body consideration of a resolution declaring support for Overland Property Group's application for tax credits. The Overland Property Group is pursuing tax credits to build low to moderate income senior housing as part of a fourth phase at the Reserves at Prairie Ridge on North Campus Drive.
- B. Governing Body consideration of a resolution establishing a date and time for a public hearing regarding the Rural Housing Incentive District for Chappel Heights Phase II.
- C. Governing Body consideration and approval of an ordinance to increase the rate fee for dog and cat tags in Garden City, Kansas.

XI. OLD BUSINESS

- A. The Governing Body is asked to provide direction concerning improvements to Bellevue Avenue between Main Street and Eighth Street.

XII. NEW BUSINESS

- A. Governing Body consideration and approval of a real property transfer agreement and acceptance of a quit claim deed with Stone Development Inc.
- B. Governing Body consideration of submitting a trail grant application to the Sunflower Foundation.
- C. Governing Body consideration and approval to authorize a proposal to clean approximately 9,746' of cast iron water main in various locations of the city. The requested work is in addition to the existing Sanitary Sewer Collections System agreement with Mayer Specialty Services, LLC of Goddard, Kansas. The cost of this proposal is \$146,190.00.
- D. Governing Body consideration and approval of the distribution of the Downtown Development Fund for 214 and 216 N. Main Street.
- E. Golf Professional Wasinger, will provide information on membership and cart fee increase at Buffalo Dunes Golf Course.
- F. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.
- G. ***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. Consideration of a possible settlement and release agreement for 1904 Crestway Dr. to the City of Garden City.
- 2. Governing Body consideration and approval of a contract with Garden City Veterinary Clinic for Zoo services.
- 3. Governing Body consideration and acceptance of a temporary construction easement and permanent utility easement across a portion of property owned by Windriver Grain, LLC to facilitate the installation of a water main to serve the Meadowlark Dairy Nutrition, LLC (DFA) plant.
- 4. Governing Body consideration and approval of the lease agreement between the City of Garden City and Justin Hurley for the rental of pasture land at the Garden City Regional Airport.
- 5. Quit Claim Deed from Mrs. Eugene (Thelma C.) Heiman transferring Space 4, Lot 125, Zone K of Valley View Cemetery to Patricia E. Miller.
- 6. Quit Claim Deed from Mrs. Eugene (Thelma C.) Heiman transferring Space 5, Lot 125, Zone K of Valley View Cemetery to Karen S. Metzger.
- 7. Quit Claim Deed from LaVaughn Roth transferring Space 3, Lot 107, Zone H of Valley View Cemetery to Tammy Hamill.

XIII. CITY COMMISSION REPORTS

A. A. Mayor Doll

B. Commissioner Law

C. Commissioner Fankhauser

D. Commissioner Cessna

E. Commissioner Dale

XIV. OTHER ENTITIES

A. Presentation of the January 14, 2016 Airport Advisory Board meeting minutes.

B. Presentation of the February 2016 Zoo Advisory Board agenda and minutes.

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

February 2, 2016

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, February 2, 2016 with all members present except Commissioner Law. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Ken Green spoke to Governing Body regarding his concerns with the Recreation Commission.

Kay Gillespie spoke to the Governing Body regarding the leash law to no include cats and to adopt the TNR (trap, neuter and release program). Debra Brungardt, Stephanie McGaughey, Randa Daugherty and Amber Witt all spoke to the Governing Body in support of the TNR program.

Whitney Buchman addressed the Governing Body with his concerns and disapproval of the TNR program.

Commissioner Cessna moved to approve and allow the Mayor to proclaim February 2016 as Girl Scout Cookie Month. 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

Public Works Director Curran provided the Governing Body a KDOT Traffic Investigation Report (signal study) for the intersection of K-156 (Kansas Avenue) at Mary Street and Jennie Barker Road.

Assistant City Manager Cunningham provided an update on the Garden City Recreation Commission Management Study. Open community meetings will be February 11, 2016 at the City Administrative Center at 8:00 a.m. and 4:00 p.m.

Congratulations to Buffalo Dunes Gold Professional Cole Wasinger on the occasion of being named the “2015 American Junior Golf Association Golf Professional of the Year.”

Staff provided items of information for Governing Body review including the following: from Neighborhood & Development Services Director Kentner the monthly building report, from Finance Director Hitz the monthly financials and sale tax reports, from Fire Chief Shelton the monthly activity report and from Public Utilities Director Muirhead the 4th quarter report.

Meetings of note:

- ✓ February 5, 2016 – Fire Department Annual Banquet at the Clarion Inn at 6:30 p.m.
- ✓ February 5, 2016 – Fire Service Recruitment Day at Hutchinson Community College
- ✓ February 9-11, 2016 – 42nd Annual Underground-Overhead-Metering School at the Finney County Fairgrounds
- ✓ February 11, 2016 – Garden City Area Chamber of Commerce Banquet, 6:30 p.m. in the commons area at Horace Good Middle School.
- ✓ February 20, 2016 - Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- ✓ February 22, 2016 – Governing Body Goal Setting Retreat at Finnup Center at 8:30 a.m.
- ✓ March 19, 2016 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.

- ✓ April 9-12, 2016 – Western Kansas Congressional Delegation reception in Washington, D.C
- ✓ April 20, 2016 – Earth Day – Party for the Plant at Lee Richardson Zoo

Appropriation Ordinance No. 2405-2016A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,566,985.25,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2405-2016A. 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 the funding for Downtown Development Fund in 2016 at \$250,000 with the entire amount being lumped together. 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 transfer of ownership of Fire Department surplus rescue equipment to Garden City Community College. 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 appoint Edith Mejia Castillo to serve an unexpired term set to expire December 2017 on the Cultural Relations Board. 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 Cessna moved to appoint Alyssa Ralston to serve on the Police Citizen Advisory Board as the High School representative. 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 Cessna move to reappoint Myca Bunch to serve a four-year term on the Garden City Recreation Commission from February 2016 – February 2020. 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 bids received January 26, 2016 for painting the swimming pool.
2. Governing Body consideration and approval of the final plat of McMillan’s Third Addition.

3. Governing Body consideration and approval of the replat of Block 3 of the Maggie's Addition.
4. Governing Body consideration and approval of a Real Estate Purchase Option for right-of-way and the purchase of property for the Kansas Avenue widening project from Maria Cerritos.
5. Permission for Blanca Bribiesca to reserve Space 6, Lot 77, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
6. Licenses:

(2016 New)

- a) Love's Country Store #93 Cereal Malt Beverage
- b) Commercial Trade Services..... Class D-M Mechanical

(2016 Renewal)

- c) Joyeria America..... Precious Metal Dealer
- d) Joyeria America.....Pawnbroker
- e) Quality Cab..... Taxicab/Limousine
- f) Lonnie Sassaman Class B General
- g) Phaze Concrete, Inc. Class B General
- h) Carrol Construction Class B General
- i) Irsik Construction Class B General
- j) Grimsley's Painting & Remodeling Class B General
- k) Prairie Wind Aquatics, LLC..... Class B General
- l) Nemechek Construction Class B General
- m) Interphase Controls & Electrical Services, LLC Class D-E Electrical
- n) Krystal Companies, LLC..... Class D-M Mechanical
- o) Fowler's Heating and Cooling Services Class D-M Mechanical
- p) Swank Landscaping & Sprinklers Class E-BF Backflow Test
- q) Archie D. Moody..... Class E-Landlord
- r) Swank Landscaping & Sprinklers Class E-SOC Specialized Other

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 the final plat American State Bancshare Addition. 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 the lot split of Lots 1 & 2 of Block 7 of the Jones Addition. 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

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 staff for the update on 2016 Legislative session at the pre-meeting and for staff representing Garden City in Topeka. Commissioner Dale commented that the Downtown Development Fund is a great program to continue. Commissioner Dale stated staff was told to draft a plan for the TNR program and stat there are a lot of questions that would need to be answered before he would feel comfortable voting on the issue.

Mayor Doll congratulated Golf Professional Cole Wasinger on his award for 2015 American Junior Golf Association Golf Professional of the Year. Mayor Doll thanked staff for the pre-meeting information and for trying to protect home rule and this community.

Commissioner Law was absent.

Commissioner Fankhauser congratulated Golf Professional Cole Wasinger on his award for 2015 American Junior Golf Association Golf Professional of the Year.

Commissioner Cessna congratulated Golf Professional Cole Wasinger on his award for 2015 American Junior Golf Association Golf Professional of the Year. Commissioner Cessna thanked the Street Department for their work on the snow removal.

Petitions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Andy Liebelt, Superintendent of Public Grounds
DATE: February 16, 2016
RE: Arbor Day 2016 Proclamation

ISSUE:

Governing Body consideration and approval to allow the Mayor to proclaim April 28, 2016 as Arbor day.

BACKGROUND:

In 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and that this day be called "Arbor Day". The first Arbor Day was observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world.

The City Park and Tree Board in conjunction with the Kansas Forest Service sponsor an Arbor Day poster contest for 5th Graders. As part of the Arbor Day Ceremony, the Park and Tree Board will read the proclamation.

ALTERNATIVE:

1. Approve the Arbor Day proclamation.
2. No longer apply as a Tree City USA City.

RECOMMENDATION:

Staff recommends approving the proclamation for April 28, 2016 as Arbor Day.

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Arbor Day 2016 Proclamation	2/4/2016	Backup Material

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, for the 38th year, Garden City, Kansas has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Mayor of the City of Garden City, Kansas, do hereby proclaim April 29, 2016 as



ARBOR DAY

in Garden City, Finney County, Kansas and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and I also encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

SIGNED this 16th day of February 2016.

Janet Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Report of the City Manager



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Ashley Freburg, Communications Specialist
DATE: February 16, 2016
RE: 2016 Citizen's Academy

ISSUE:

Communications Specialist Freburg will provide information on the 2016 Citizen's Academy.

BACKGROUND:

The City of Garden City Citizen's Academy will begin March 3, 2016. Interested residents are invited to take part and learn more about the role the City plays in their everyday lives. The free, nine-session course will be held at various City facilities, will be led by City staff, and will include tours of facilities as well as group activities. Those interested may apply until February 26. Information and application forms are available at the City Administrative Center, 301 N. 8th Street, or by calling Communications Specialist Freburg at 620-276-1166. Applications are also available on the City's website, www.garden-city.org.

ALTERNATIVE:

This information is provided for governing body review. No action is required.

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
2016 Citizen's Academy Poster	2/10/2016	Backup Material
2016 Citizen's Academy Calendar	2/10/2016	Backup Material
2016 Citizen's Academy Application	2/10/2016	Backup Material



CITIZEN'S ACADEMY 2016

sign up now for this **FREE** 9-week interactive program designed to teach residents about their local government. Highlights include behind-the-scenes tours of Garden City Regional Airport, Lee Richardson Zoo, and other city facilities. These evening sessions are led by city staff and begin **march 3**.



For more information, visit www.garden-city.org or contact Ashley Freburg at 620-276-1166 or ashley.freburg@gardencityks.us.



Citizen Academy 2016

- March 3, 2016 Program to be held in the Large Meeting Room at the City Administration Center. Program presented by **Communication, IT, Cemetery, GIS, Neighborhood & Development Services.**
- March 10, 2016 Program will begin with the Police Department. Please meet in the south parking lot of the Law Enforcement Center. Program presented by **Police, Municipal Court and Prosecution.** The **Fire Department** will present at Station 1.
- March 17, 2016 USD457 Spring Break-No class scheduled
- March 24, 2016 Program to be held at Buffalo Dunes Golf Course. Presentations by **Buffalo Dunes Municipal Golf Course, Parks Department and Recreation Commission.**
- March 31, 2016 Program to be located in the Large Meeting Room at the City Administration Center, welcome by Mayor. Programs presented by **City Manager, Finance, Clerks Office, and Human Resources.**
- April 7, 2016 Program to be located at the ARFF Station at the Garden City Regional Airport. Program presented by **Airport, City Link, Traffic and Street Department.**
- April 14, 2016 Program at the Utility Service Center. Programs presented by **Electric, Water, Waste Water, Recycling and Solid Waste Department.**
- April 21, 2016 Program to start at **Zoo.** Proposed start time to be @ 4:00 p.m. to allow for day light.
- April 28, 2016 Closing Dinner/Graduation: Program to be held in the Large Meeting Room at the City Administration Center. Citizens Academy Alumni invited to dinner along with graduates and their guests. Program TBD
- May 3, 2016 Recognition at City Commission Meeting. This is a Tuesday commission meeting that begins at 1:00 p.m.

Meeting time is from 5:30-8 p.m. with the exception of April 21 which will be held from 4-6 p.m. and May 3 which will be held during the commission meeting, which begins at 1 p.m.



CITY OF GARDEN CITY CITIZEN'S ACADEMY CLASS OF 2016 APPLICATION

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
620.276.1160
FAX 620.276.1169
www.garden-city.org

Name _____
Last First M

Address _____
Street City State Zip

Home Phone Work Phone Cell Phone

E-Mail Fax

Employer Occupation

Do you have access to the internet? _____ Yes _____ No

Please indicate your preferred form of communication: _____

Please describe your interest in participating in the Citizens' Academy and what you expect to learn from the program:

In order to make the Citizens' Academy a worthwhile experience, if you have specific areas of interest, please list:



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
620.276.1160
FAX 620.276.1169
www.garden-city.org

Citizens' Academy requires a commitment to attend and actively participate in nine weekly sessions, each lasting approximately 2 ½ hours. The tentative schedule for the Class of 2016 is:

March 3 - 5:30 to 8 p.m.
March 10 - 5:30 to 8 p.m.
March 24 - 5:30 to 8 p.m.
March 31 - 5:30 to 8 p.m.
April 7 - 5:30 to 8 p.m.

April 14 – 5:30 to 8 p.m.
April 21 - 4 to 6 p.m.
April 28 – 5:30 to 8 p.m.
May 3 - 1 p.m.

The minimum class size is 10 participants, with a 24 participant maximum. In submitting this application, you are committing to attend all sessions.

Signature

Date

Contact Ashley Freburg, Communication Specialist, at 620-276-1166
or by e-mail at ashley.freburg@gardencityks.us with questions.

Please return application to Ashley Freburg by February 26, 2016.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cole Wasinger, Golf Professional
DATE: February 16, 2016
RE: Garden City Charity Classic Contract 3- Yr Ext.

ISSUE:

The City has approved a three-year contract extension for the Garden City Charity Classic from 2016-2018. Golf Professional Cole Wasinger will provide an update on volunteer and sponsorship opportunities.

BACKGROUND:

The Garden City Charity Classic is a Symetra Tour ladies only professional golf tournament that was founded to raise money for charity in southwest Kansas. This event is held at Buffalo Dunes Golf Course every September. After finishing the 2nd event in late 2015 the LPGA officials approached staff about extending the contract into 2016, 2017, 2018. To ensure the health of the event and to limit our risk staff was asked to get a signed 3-year commitment from our lead sponsors.

They are listed below with a brief summary about each:

Presenting Sponsor: Mariah Fund \$100,000 The Mariah Fund is a 501(c)3 Private Foundation, formed to provide capital funding to non-profit organization in Dodge City, Kansas and other communities of Western Kansas, for the exclusive purpose of enhancing regional tourism through both targeted and collaborative efforts.

Marketing Sponsor: Finney County CVB \$50,000 The Mission of the Finney County Convention and Visitors Bureau (FCCVB) is to attract overnight visitors to Garden City and Finney County for lodging through tourism, marketing, convention sales and public relations while featuring local amenities, attractions and events; thereby enhancing the economic benefit and quality of life in southwest Kansas.

Deputy Sponsor: Amro Samy \$25,000 Mr. Amro Samy is a local business man that has ownership in the Clarion Inn, Sleep Inn, Old Chicago and Samys Steakhouse.

There are several remaining sponsorship opportunities designed for both businesses and individuals. Information on sponsorship levels are attached. In addition, there are many volunteer opportunities as well. Volunteering for a Symetra Tour event is a fun and rewarding experience that gives Garden Citians a unique chance to be part of a national event and interact with high caliber professional athletes.

Economic impact over the last two years to the local economy has been significant. It has been estimated at \$1.5 million and we have given over \$50,000 to local charities over the last two years.

ALTERNATIVE:

For informational purposes only.

RECOMMENDATION:

For informational purposes only

FISCAL NOTE:

This will have no effect on the budget

ATTACHMENTS:

Description	Upload Date	Type
2016 GC Charity Classic Sponsor Agreement	2/11/2016	Backup Material
2016 GC Charity Classic Sponsor Opportunities	2/11/2016	Backup Material
2015 GC Charity Classic Impact	2/11/2016	Backup Material
2016 GC Charity Classic Volunteer App	2/11/2016	Backup Material

**GARDEN CITY CHARITY CLASSIC
SPONSORSHIP AGREEMENT**

THIS GARDEN CITY CHARITY CLASSIC SPONSORSHIP AGREEMENT (Agreement) made and entered into this _____ day of _____, 2016, by and between the CITY OF GARDEN CITY, KANSAS (City) and _____ (Sponsor).

WHEREAS, City has contractually obligated itself to conduct the FGTA, LLC Symetra Tour (Symetra Tour) golf tournament, a/k/a the Garden City Charity Classic (Golf Tournament), at Buffalo Dunes Golf Course for three (3) years, in 2016, 2017 and 2018; and

WHEREAS, City needs financial support to successfully operate the Golf Tournament; and

WHEREAS, Sponsor would like to financially contribute to the operation of the Golf Tournament by providing funds for each of the three (3) years.

NOW, THEREFORE, the parties agree as follows:

1. TERM. The term of this Agreement shall be for three (3) years commencing on the 1st day of January, 2016, and ending on the 31st day of December, 2018.

2. PAYMENT. Sponsor shall pay to City to sponsor the Golf Tournament, the total sum of \$ _____ as follows:

- a) \$ _____ on or before March 1, 2016;
- b) \$ _____ on or before March 1, 2017; and
- c) \$ _____ on or before March 1, 2018.

3. RECOGNITION OF SPONSOR. Sponsor shall be recognized as a major sponsor at the Golf Tournament.

4. BINDING AGREEMENT. Sponsor understands and agrees that this Agreement contractually obligates Sponsor to make the payments as set forth herein. City has obligated itself to the Symetra Tour to be responsible for costs and expenses associated with the Golf Tournament.

5. 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 regular mail, postage prepaid, addressed as follows:

If to City: Matthew C. Allen, City Manager
301 North Eighth Street
P. O. Box 998
Garden City, Kansas 67846

Melinda A. Hitz, Finance Director
301 North Eighth Street
P. O. Box 998
Garden City, Kansas 67846

Cole J. Wasinger, Golf Pro
301 North Eighth Street
P. O. Box 998
Garden City, Kansas 67846

If to Sponsor: _____

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 document incorporates all of the obligations, agreements and understandings of the parties, and there are no oral agreements or understandings between the parties concerning the subject covered by this Agreement.
- (c) This Agreement may be amended, changed, modified, or assigned only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties and their personal representatives, successors, and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Matthew C. Allen, City Manager

SPONSOR

Date

By _____
Printed Name: _____
Title: _____



Garden City — *Charity* *Classic* —

PRESENTED BY
MARIAH  FUND

SEPTEMBER: 5TH-11TH

| SPONSORSHIP OPPORTUNITIES |


SYMETRA®
TOUR

ROAD TO THE LPGA

PRESENTING SPONSORSHIP



Garden City
—Charity Classic—
PRESENTED BY
MARIAH FUND

SOLD

\$100,000

The Presenting Sponsor of the tournament receives an expansive package of branding, hospitality, and community relations benefits.

- ⇒ Category Exclusivity
- ⇒ Name and/or logo included in all tournament communications
- ⇒ Rights to tournament logo for use in local marketing & advertising
- ⇒ Four (4) teams, 12 players, in the Pro-Am
- ⇒ Private hospitality area
- ⇒ VIP Hospitality passes
- ⇒ 3-day general admission tournament passes
- ⇒ Invitations to the Party with the Pro's
- ⇒ Logo placement on tournament website

2016 Schedule of Events

Monday

Tour officials arrive-evening
Junior Clinic

Tuesday

Practice rounds begin
Professional registration from 10:00 a.m. to 5:00 p.m.
Tour officials meet with organizers, golf professional, course superintendent
General set-up and preparation
Rules officials begin marking tournament course
Volunteer meeting with Tour staff

Wednesday

“Meet the Pros” and Pairings Party
Pro-Am pairings completed, and posted

Thursday

Shot-gun Pro Am: 8:30 and 1:30—60 teams
Pro-Am social event and awards presentations at The Clarion Inn

Friday

First Round of Play 7:30 TT
Following play:
- Second round pairings made

Saturday

Second Round
- Cut made—low 70 players and ties

Sunday

Final Round
Following play:
- Awards Ceremony-coordinated by Tour and Tournament organizers

WWW.GARDENCITYCHARITYCLASSIC.ORG

SEPTEMBER 5-11, 2016



Make a visual impact on everyone at the Garden City Charity Classic with one of these branding options.

OPTIONS:

- | | |
|--|----------------|
| ⇒ On Course Leaderboard
-Corporate logo placement on all on-course leaderboards | \$5,000 |
| ⇒ 1st and 10th Tee
-Corporate logo placement on both the 1st and 10th tee boxes | \$5,000 |
| ⇒ Ecology
-Corporate logo placement on all waste and recycle bins | \$5,000 |
| ⇒ Standard Bearer
-Logo placement on the scoreboards that follow the lead groups on Sunday | \$5,000 |
| ⇒ Caddie Bib
-Corporate logo placement on all caddie bibs during tournament play | \$5,000 |
| ⇒ Golf Cart
-Corporate logo placement on all golf carts used during tournament play | \$5,000 |
| ⇒ Volunteer
-Logo placement on volunteer shirts and volunteer areas on-site | \$5,000 |
| ⇒ Pairings Sheet
-Corporate logo placement on the daily pairing sheets | \$5,000 |

BRANDING BENEFITS

- | | |
|---|---|
| ⇒ Company logo on
gardencitycharityclassic.com | ⇒ VIP Hospitality passes |
| ⇒ 3-day general admission tickets | ⇒ Invitations to the party w/ the Pro's |
| | ⇒ One (1) team in the Pro-Am |

MAIN SCOREBOARD

Garden City —Charity Classic—



Located adjacent to the clubhouse, the Main Scoreboard is a high-impact branding opportunity for any company looking to be associated with the event. Featuring a heavily trafficked location, the Main Scoreboard is a meeting place for fans and volunteers, as well as a key source of information on the players.

SPONSORSHIP COST

\$10,000

WWW.GARDENCITYCHARITYCLASSIC.ORG

SEPTEMBER 5-11, 2016





www.GARDENCITYCHARITYCLASSIC.org

THE DEPUTY

\$15,000 Annually

The Garden City Charity Classic Deputies are select business and community leaders who support the Garden City Charity Classic by:

DEPUTY BENEFITS RECOGNITION

- ⇒ Special tournament all-access pass
- ⇒ Company presence on gardencitycharityclassic.org
- ⇒ Company logo on the Buffalo Dunes entrance
- ⇒ Media recognition
- ⇒ 10 tickets per day to the VIP Hospitality Tent
- ⇒ Invitations to the Party with the Pro's
- ⇒ Two (2) teams in the Pro-Am

TOURNAMENT IMPORTANCE TO OUR REGION

- ⇒ Provides national and international exposure for Southwest Kansas
- ⇒ Supports local charities: In 2015 the Garden City Charity Classic raised over \$33,000
- ⇒ An annual economic impact of over \$750,000 to Garden City

SEPTEMBER 5-11, 2016

ONE DAY VIP PASSES NOW AVAILABLE

A new way to enjoy the Garden City Charity Classic in an exclusive VIP experience for you, your clients, and employees

GROUP PACKAGE PRICE \$1,000

Can be used in any combination on the following dates:

- Friday, September 9
- Saturday, September 10
- Sunday, September 11

- ⇒ 16 General Admission Tournament Passes
- ⇒ Garden City Charity Classic VIP Hospitality Tent Access
- ⇒ VIP Treatment
- ⇒ Individual passes \$75



Garden City —Charity Classic—

\$10,000

PRO-AM SPONSORSHIP



**PUT YOUR NAME ON THE
CROWN JEWEL OF THE
TOURNAMENT WEEK**

**The Pro-Am is where sponsors, VIP,
and community leaders play alongside a
Symetra Tour professional in an
afternoon of fun and entertainment**



WWW.GARDENCITYCHARITYCLASSIC.ORG

SEPTEMBER 5-11, 2016





PRO-AM TOURNAMENT

THURSDAY, SEPT 8th

\$1,500
PER TEAM

Don't miss this opportunity to combine business with pleasure and be part of one of the best Pro-Am events on the Symetra tour. Build your business relationships while you play with the Symetra tour pros!



Each Pro-Am Golfer Receives

- ⇒ 18 holes of golf with a Tour Pro
- ⇒ Pre and Post Event Meals
- ⇒ Tee Gift Package
- ⇒ Pro-Am Pairings Party Invitation



WWW.GARDENCITYCHARITYCLASSIC.ORG

SEPTEMBER 5-11,2016



Garden City
— Charity —
Classic

SYMETRA[®]
TOUR
ROAD TO THE LPGA

VIP HOSPITALITY TENT

\$10,000



As the VIP Hospitality Tent Sponsor, your company will set the standard for the entertainment during weekend tournament play. The VIP Hospitality Tent is open only to those sponsors and invited guests who receive a ticket as part of their package.

Offering complimentary food and drinks to all ticket holders, the VIP Hospitality Tent is the place to “see and be seen” during the weekend

- ⇒ Logo placement at the entrance to the VIP Hospitality Area
- ⇒ Logo placement on tournament website
- ⇒ Two (2) teams in the Pro-Am
- ⇒ 3-day general admission tournament passes

PARTY WITH THE PROS

\$10,000

The Party with the Pro’s sponsor will title the exclusive “pairings party” that takes place prior to the Pro-Am. Attendees include Symetra Tour professionals, community leaders, invited guests, sponsors, and participants in the Pro-Am.



This is an excellent opportunity to create an unique networking event that combines the celebrity appeal of the players with solid business development opportunities

- ⇒ Naming rights to the Party with the Pro’s
- ⇒ Extensive branding throughout the party
- ⇒ Logo placement on tournament website
- ⇒ 3-day general admission tournament passes
- ⇒ VIP Hospitality passes
- ⇒ Logo placement on all Pairings Party Communications
- ⇒ Two (2) teams in the Pro-Am

WWW.GARDENCITYCHARITYCLASSIC.ORG

SEPTEMBER 5-11, 2016



The Junior Clinic provides kids the opportunity to learn to golf from a professional on the Tour. The Junior Clinic promotes the game of golf and teaches kids the value of participating in a sport that is fun for all ages.



- ⇒ Naming rights
- ⇒ Logo placement on tournament website
- ⇒ Expo space on the driving range for sampling to kids and their parents
- ⇒ One (1) team in the Pro-Am
- ⇒ 3-day general admission tournament passes
- ⇒ VIP Hospitality passes
- ⇒ Invitations to the Party with the Pro's

HOLE AND GREEN

\$1,000

The Hole/Green Sponsorship is an easy way for a new sponsor to get involved in the Garden City Charity Classic. Your business name/logo will be displayed on one of 15 holes at Buffalo Dunes (1, 10, and 17 excluded)

- ⇒ Logo inclusion on Tournament Hole Sign or Green Sign
- ⇒ Four (4) 3-day general admission tickets
- ⇒ Logo inclusion on tournament website



2015 PARTICIPANTS



#1—Annie Park: 80-67-73=220 (+4)T39

#2—Giulia Molinaro: 77-74-75=226 (+10)T72

#3—Brianna Do: 75-74-71=220 (+4)T39

#4—Daniela Iacobelli: 81-78=159 (MC)

#5—Dani Holmqvist: 74-71-68=213 (-3)T4

#6—Lee Lopez: 72-75-71=218 (+2)T27

#7—Alejandra Llaneza: 74-71-73=218 (+2)T27

#9—Casey Grice: 74-73-67=214 (-2)T9

#10—Rachel Rohanna: 75-73-74=222 (+6)T51

2015 Garden City Charity Classic Winner

#8—Vicky Hurst:

70-66-72=210 (-8)



2015 Garden City Charity Classic Impact

The Garden City Charity Classic generated 131 articles that equates to 30,216,434 impressions and a media value of \$302,164.

By the Numbers

- 22 # of countries represented in the field of the Garden City Charity Classic.
- 29 # of different states represented in the field of the Garden City Charity Classic.
- 78 # of players that stayed in local hotels during the week of the tournament.
- 144 # of professional golfers that came to Garden City, Kansas

ESPN NFL NBA MLB NCAAAM Soccer Golf ... Watch Listen Fantas

Golf Home Scores Schedule Stats Players FedEx Cup Masters.com Tickets More

Hurst claims LPGA Tour card with Symetra win 144d

Sobel: Spieth calling his shots, and loving every minute of it 6h - Jason Sobel

Vicky Hurst wins second Symetra title of year, claims LPGA Tour c

Associated Press

GARDEN CITY, Kan. -- Vicky Hurst locked up an LPGA Tour card for season, winning the Garden City Charity Classic on Sunday for her second Symetra Tour title of the year.

The 25-year-old Hurst, from Melbourne, Florida, closed with an even-a two-stroke victory. She finished at 8-under 208 at Buffalo Dunes and \$15,000 to jump from 14th to fourth on the money list with \$57,058, 1 enough to wrap a spot in the final top 10 for an LPGA Tour card.

FLORIDA TODAY PART OF THE USA TODAY NETWORK

HOME NEWS SPORTS SPACE LIFE ENTERTAINMENT TRAVEL OPINIONS OBITUARIES

Vicky Hurst earns back LPGA Tour c

Michael Parsons, FLORIDA TODAY 10:33 a.m. EDT September 21, 2015

Holy Trinity graduate Vicky Hurst has played her way back onto the LPGA Tour for the 2016 season.

Hurst clinched one of the full LPGA Tour membership cards for the 2016 season with a win in the Garden City Classic Symetra Tour on Sunday. Hurst finished at 8-under 208, two shots clear of Olivia Jordan-Higgins.

BOSTON HERALD

26°F NEWS OPINION SPORTS ENTERTAINMENT LIFESTYLE BUSINESS

Red Sox Patriots Celtics Bruins College High School Columnists Soccer

Vicky Hurst wins second Symetra Tour title of year

Associated Press Monday, September 21, 2015

GARDEN CITY, Kan. — Vicky Hurst locked up an LPGA Tour card for next season, winning the Garden City Charity Classic on Sunday for her second Symetra

YouTube

Vicky Hurst Wins Garden City Charity Classic

ROAD2LPGA

USA TODAY

NEWS SPORTS LIFE MONEY TECH TRAVEL OPINION 28° CROSSWORDS ELEC

Vicky Hurst wins second Symetra To

AP 8:37 p.m. EDT September 20, 2015

GARDEN CITY, Kan. (AP) — Vicky Hurst locked up an LPGA Tour card for next season, winning the Garden City Charity Classic on Sunday for her second Symetra Tour title of the year.



ROAD TO THE LPGA

2015 Garden City Charity Classic Impact

What started it?



191 Tweets Sent by @road2lpga

23.9 Tweets Per Day

How many unique people engaged with your account?

How many times did these people engage?

How many people could have seen these Tweets?

How many impressions could have been generated?



GC Charity Classic Retweeted



Symetra Tour @ROAD2LPGA · 20 Sep 2015

The comeback is complete for @TheVickyHurst - she wins the @GCCClassic! @LPGA symetrascoring.com/public/Leaderb...

Women's Golf, Golf Channel, espnW and 3 others



GC Charity Classic Retweeted



Symetra Tour @ROAD2LPGA · 19 Sep 2015

That's a wrap for day 2 @GCCClassic. @TheVickyHurst has commanding lead at @BuffaloDunes --> symetrascoring.com/public/Leaderb...

LPGA, Florida Today, Golfweek Magazine and 7 others



Instagram

Search

road2lpga



pukkainc

FOLLOWING

29 likes 20w

Good luck #PukkaTourStaff members @selaneeogolf @emilylalley @etubert at the @road2lpga Garden City Charity Classic at Buffalo Dunes GC

Instagram

Search

road2l



amyruengmaosu

FOLLOWING

20 likes 20w

Thanks #gardencity charity classic for a great event! Not my best performance, but definitely picking up some momentum for the next event! Gotta love finishing with 2 birds! Oklahoma bound for the next day... time to hit some pits before heading to @road2lpga #karstencreek ryanccameron24 #mffl



ROAD TO THE LPGA





Garden City —Charity Classic—



Volunteer Application

September 9-11

Name: _____

Home #: _____ Cell #: _____

*E-Mail: _____

*E-Mail is our primary form of contact

VOLUNTEER OPPORTUNITIES

- | | | |
|---------------------|----------------------|------------------------|
| A. Cart Drivers | F. Marshals/Spotters | K. Scoreboard |
| B. Driving Distance | G. Main Gate/Parking | L. Standard Bearers |
| C. Driving Range | H. Real-Time Scoring | M. Event Set Up |
| D. Ecology | I. Scoring Tent | N. Hospitality Greeter |
| E. Leaderboards | J. Scorecard Runner | |

	1st Choice	2nd Choice	3rd Choice
<i>Friday, September 9th</i>			
<i>Morning</i>			
<i>Afternoon</i>			
<i>Saturday, September 10th</i>			
<i>Morning</i>			
<i>Afternoon</i>			
<i>Sunday, September 11th</i>			
<i>Morning</i>			
<i>Afternoon</i>			

Shirt Size	
Men	
Women	

Mail to: P.O. Box 931
Garden City, KS 67846
Attn: Symetra Tour
Drop off at Buffalo Dunes
Or E-Mail: tyler.henderson@gardencityks.us

Staff Reports



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 16, 2016
RE: Presentation of the January 2016 staff report from the Garden City Regional Airport.

ISSUE:

Presentation of the January 2016 staff report from the Garden City Regional Airport.

BACKGROUND:

Attached is the Garden City Regional Airport's staff report for January 2016.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

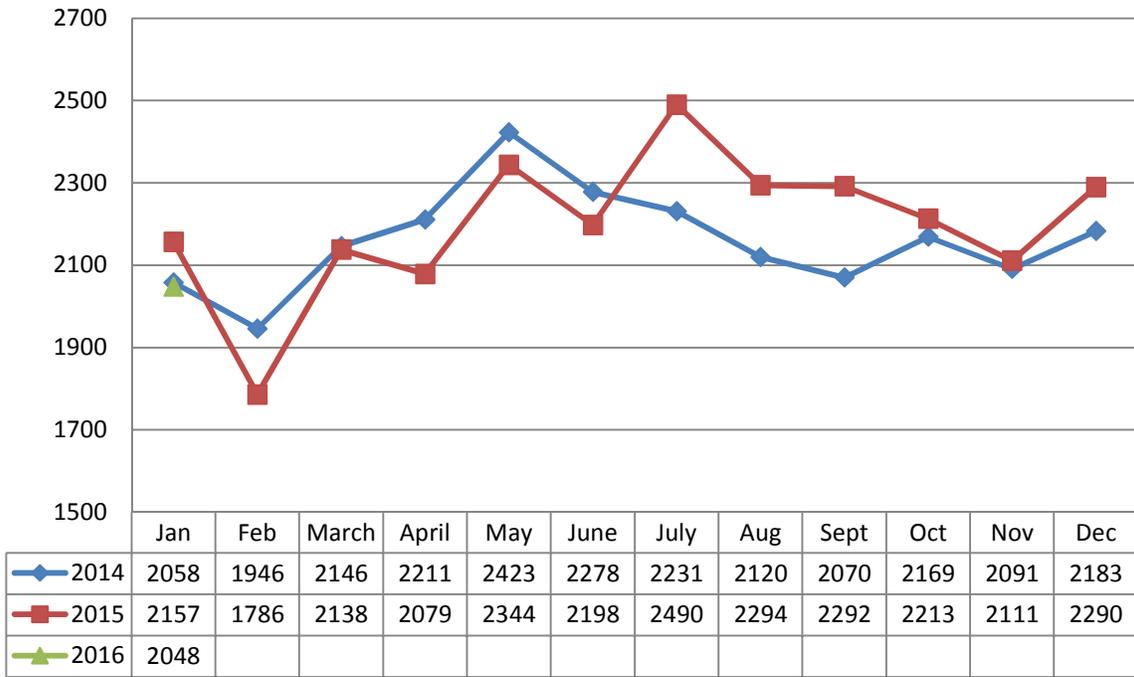
None

ATTACHMENTS:

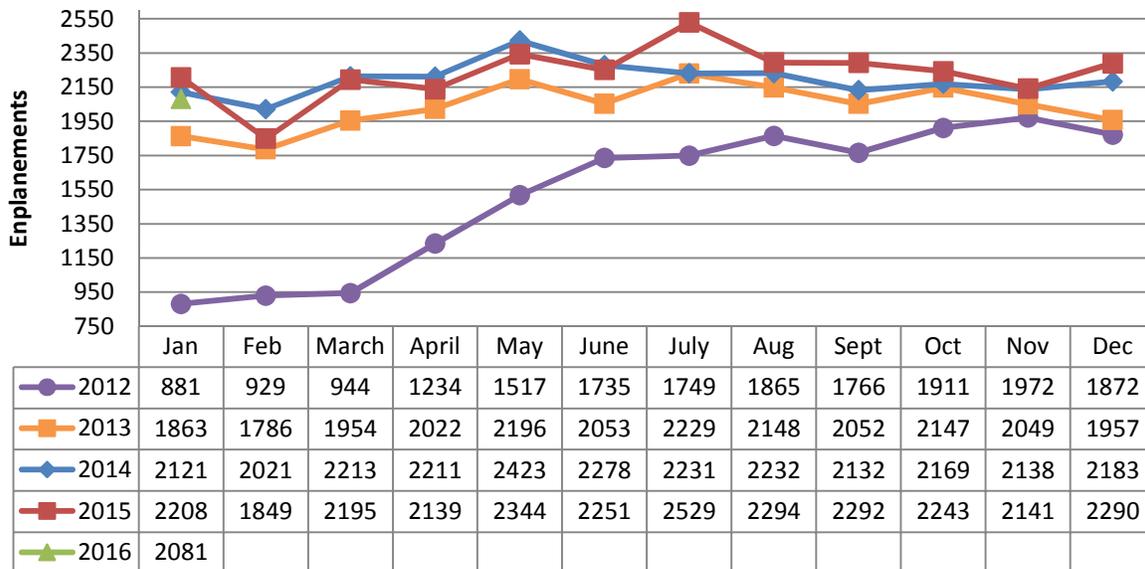
Description	Upload Date	Type
January 2016 Airport Report	2/8/2016	Cover Memo

**GARDEN CITY REGIONAL AIRPORT
MONTHLY REPORTS**

Airline Enplanement Comparison



Airline and Charter Enplanement Data



	2012	2013	2014	2015	2016
TOTAL	18,375	24,456	26,428	26,775	2,081



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: February 16, 2016
RE: Cemetery Monthly Report - January 2016

ISSUE:

Presentation of the January 2016 monthly staff report from Cemetery Department.

BACKGROUND:

Attached is the Cemetery Department staff report for January 2016.

ATTACHMENTS:

Description	Upload Date	Type
Cemetery Department January 2016 Reports	2/9/2016	Cover Memo
Cemetery Department January 2016 Report	2/9/2016	Cover Memo

2008 - 2015 Revenue Generated

	2009	2010	2011	2012	2013	2014	2015	2016
January	\$ 9,365.00	\$ 5,750.00	\$ 8,845.00	\$ 10,590.00	\$ 16,900.00	\$ 11,655.00	\$ 11,535.00	\$ 13,450.00
February	\$ 7,025.00	\$ 9,850.00	\$ 10,375.00	\$ 10,825.00	\$ 5,675.00	\$ 4,790.00	\$ 10,025.00	
March	\$ 6,405.00	\$ 13,810.00	\$ 5,447.00	\$ 7,180.00	\$ 6,335.00	\$ 6,975.00	\$ 5,560.00	
April	\$ 5,145.00	\$ 8,110.00	\$ 7,132.00	\$ 16,800.00	\$ 10,300.00	\$ 10,820.00	\$ 8,325.00	
May	\$ 13,665.00	\$ 9,360.00	\$ 7,500.00	\$ 12,190.00	\$ 16,195.00	\$ 17,330.00	\$ 15,785.00	
June	\$ 6,550.00	\$ 5,575.00	\$ 13,850.00	\$ 7,275.00	\$ 8,000.00	\$ 12,130.00	\$ 12,775.00	
July	\$ 9,570.00	\$ 7,425.00	\$ 13,850.00	\$ 8,895.00	\$ 18,070.00	\$ 10,500.00	\$ 6,200.00	
August	\$ 11,750.00	\$ 12,865.00	\$ 8,500.00	\$ 9,935.00	\$ 7,600.00	\$ 6,375.00	\$ 10,375.00	
September	\$ 9,775.00	\$ 9,575.00	\$ 12,450.00	\$ 13,075.00	\$ 7,170.00	\$ 16,285.00	\$ 10,125.00	
October	\$ 9,575.00	\$ 12,675.00	\$ 7,050.00	\$ 8,575.00	\$ 10,685.00	\$ 8,460.00	\$ 5,600.00	
November	\$ 5,970.00	\$ 12,175.00	\$ 10,275.00	\$ 11,005.00	\$ 8,290.00	\$ 10,125.00	\$ 8,335.00	
December	\$ 7,615.00	\$ 8,175.00	\$ 6,225.00	\$ 10,100.00	\$ 4,375.00	\$ 5,925.00	\$ 11,950.00	
TOTAL	\$ 102,410.00	\$ 115,345.00	\$ 111,499.00	\$ 126,445.00	\$ 119,595.00	\$ 121,370.00	\$ 116,590.00	\$ 13,450.00

City Manager / Cemetery Report

JANUARY 2016

Cemetery	# of Burials	# of Spaces Sold	# of Spaces Reserved	Revenue Generated			
				Spaces Sold	Spaces Resvd	Opening/Closing of Graves	Other Fees VVC/SMG
VVC	10	15	2	\$ 6,750.00	\$ 350.00	\$ 3,225.00	\$ 1,775.00
SMG	2	1	0	\$ 450.00	-	\$ 900.00	

Total Revenue	\$ 13,450.00
----------------------	---------------------

Spaces Sold: Revenue collected from spaces purchased at time of need or pre-need

Spaces Reserved: Payments collected from reserved spaces

OTHER FEES: Monument Layouts

Weekend/Holiday Service Fees

Tree Removal

Chair Rental

Administrative Fees

Monument Setting Fees



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Melinda Hitz, Finance Director
DATE: February 16, 2016
RE: Monthly Financial Report - January 2016

ISSUE:

Presentation of the January 2016 monthly Financial report from Service and Finance.

BACKGROUND:

Attached is the Service and Finance Monthly Financial Report for January 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Financial Report - January 2016	2/10/2016	Cover Memo



City of Garden City
Monthly Financial Report FY 2016
For the One Month Ended January 31, 2016
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended January 31, 2016.

GENERAL FUND AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
Revenues	21,959,250	3,704,320	3,407,215
Expenditures	23,722,530	2,871,577	2,745,229
Revenues Over(Under)	(1,763,280)	832,743	661,986

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
Electric	33,029,813	2,397,124	2,313,059
Solid Waste	3,531,250	299,968	257,459
Drainage Utility	207,750	16,361	15,828
Water and Sewage	8,140,250	507,827	477,286
TOTAL	44,909,063	3,221,279	3,063,632

SELECTED GENERAL FUND REVENUES AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
City Sales Tax	6,200,000	543,148	521,960
County Sales Tax	3,654,500	307,037	300,664
Franchise Tax			
Gas Utility	460,000	93,724	112,781
Telephone	58,000	5,173	4,694
CATV	232,000	0	0
Building Permits	228,692	14,077	9,925
Municipal Court Fines	925,000	57,268	64,044



**City of Garden City
Monthly Financial Report FY 2016
For the One Month Ended
January 31, 2016**

General Fund

General Fund Revenues collected through January were \$3,704,320. The January revenues represent 16.87% of the total revenues expected in the General Fund. Property tax distribution was 58.51% for the first of five payments in 2016.

General Fund Expenses are at 12.10% of the total expenditures expected in the General Fund.

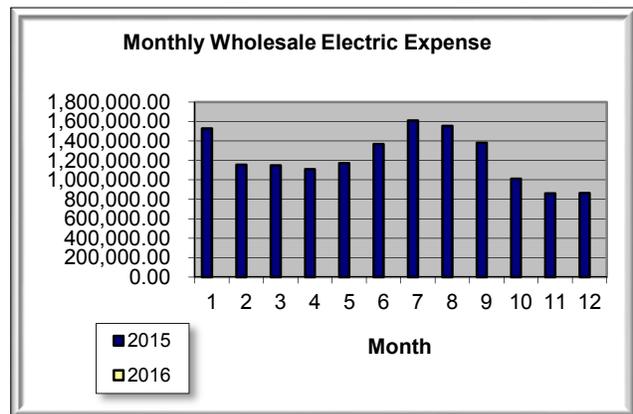
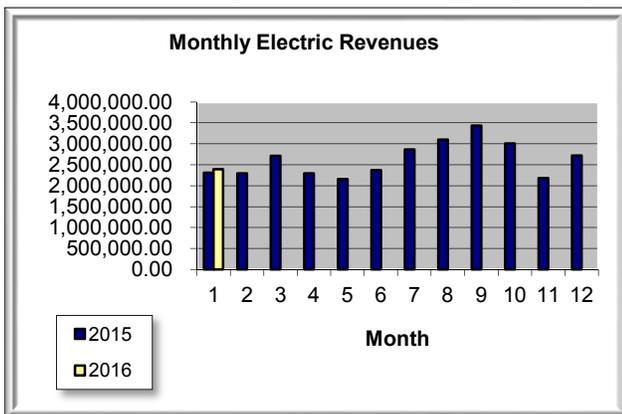
Selected Revenues

- City Sales Tax—Ahead by \$21,188 compared to January 2015 year to date collections, 4.06% ahead of 2015 for the one month ended.
- County Sales Tax— Collections for the one month ended are ahead of 2015 by \$6,373 or 2.12%.
- Franchise Tax—Budget estimates for 2016 remain approximately the same as 2015.
- Building Permits—Budget estimates for 2016 are based on 2015 revenues. Receipts are higher than this period in 2015.
- Municipal Court Fines—Budget estimates were based on 2015 actual and collections through January were behind 2015.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$33,029,813 for 2016 were \$2,397,124 through one month or 7.26% of budget.

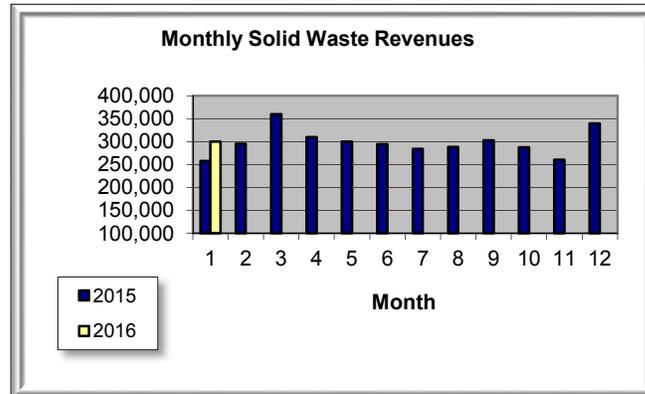


A main expense is Wholesale Electric in the Utility Fund. The 2016 revised budget for wholesale electric is \$17,697,000. The wholesale electric expense for January was not available at this printing.

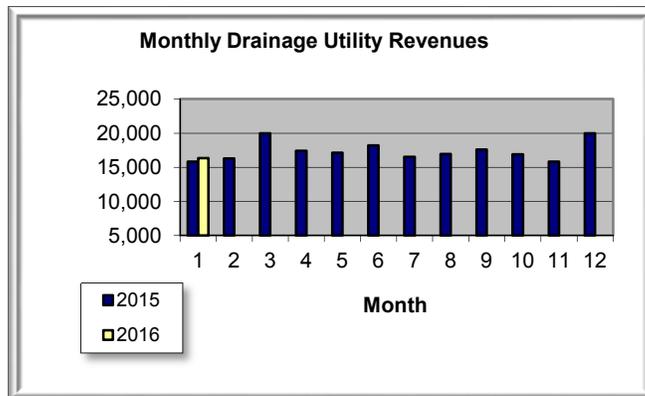


City of Garden City
Monthly Financial Report FY 2016
For the One Month Ended
January 31, 2016

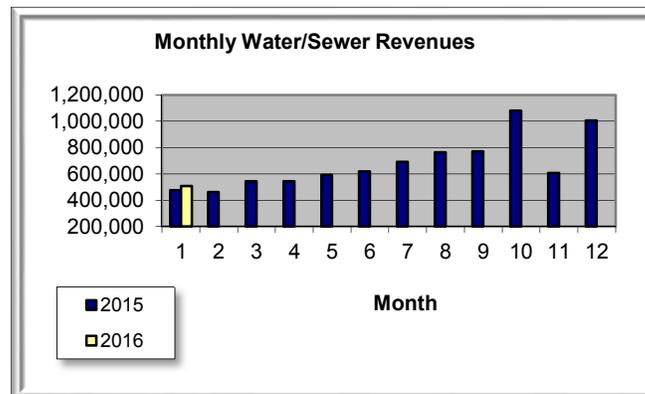
■ Solid Waste revenues – revised budget at \$3,531,250 for 2016 were \$299,968 through one month or 8.49% of budget.



■ Drainage Utility revenues – revised budget at \$207,750 for 2016 were \$16,361 through one month or 7.88%.



■ Water and Sewage revenues - revised budget at \$8,140,250 for 2016 were \$507,827 through one month or 6.24% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the One Month Ended January 31, 2016

Fund	Unencumbered Cash Balance 1/1/2016	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 1/31/2016	Add Payables and Encumbrances	Treasurer's Cash 1/31/2016
<u>Operating</u>						
1 General	5,548,424.05	3,704,320.20	2,871,576.82	6,381,167.43	0.00	6,381,167.43
<u>Debt Service Fund</u>						
40 Bond and Interest	568,195.17	1,042,331.19	0.00	1,610,526.36	0.00	1,610,526.36
<u>Special Revenue Funds</u>						
4 TIF	704,354.92	789,363.05	172,220.32	1,321,497.65	0.00	1,321,497.65
5 Capital Improvement	1,085,118.66	1,241.17	-1,403.32	1,087,763.15	0.00	1,087,763.15
6 Community Development Loan	16,816.55	145.74	0.00	16,962.29	0.00	16,962.29
7 Cemetery Endowment	34,782.01	750.00	0.00	35,532.01	0.00	35,532.01
8 Community Trust	1,495,344.12	0.00	0.00	1,495,344.12	0.00	1,495,344.12
10 DEA Forfeiture	36,448.64	2,132.00	0.00	38,580.64	0.00	38,580.64
11 Drug Enforcement	83,804.91	0.00	0.00	83,804.91	0.00	83,804.91
15 Enhanced Wireless 911	384,213.80	16,337.96	383.60	400,168.16	0.00	400,168.16
18 Finnup Trust	124,583.05	0.00	1,080.00	123,503.05	0.00	123,503.05
19 JAG Grant	11,942.00	551,770.53	551,770.53	11,942.00	0.00	11,942.00
25 Recreation	0.00	0.00	0.00	0.00	0.00	0.00
26 Special Improvements	84,458.93	0.00	0.00	84,458.93	0.00	84,458.93
27 Special Liability	85,220.06	0.00	-3,739.99	88,960.05	0.00	88,960.05
29 Special Alcohol Programs	77,017.98	0.00	0.00	77,017.98	0.00	77,017.98
30 Special Recreation and Parks	76,750.99	825.03	0.00	77,576.02	0.00	77,576.02
32 Special Trafficway	1,033,976.11	177,565.81	25,477.50	1,186,064.42	0.00	1,186,064.42
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
52 Economic Development	410,098.24	2,686.78	100,517.87	312,267.15	0.00	312,267.15
53 Project Development	641,116.42	166.26	0.00	641,282.68	0.00	641,282.68
Total Special Revenue	6,386,047.39	1,542,984.33	846,306.51	7,082,725.21	0.00	7,082,725.21
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	179,119.48	0.00	0.00	179,119.48	0.00	179,119.48
42 2014-GO Bond Projects	1,086,094.10	0.00	960.00	1,085,134.10	0.00	1,085,134.10
43 2015-GO Bond Projects	494,734.00	0.00	0.00	494,734.00	0.00	494,734.00
44 2015-Temp Notes	18,267.16	0.00	0.00	18,267.16	0.00	18,267.16
48 Tiger Grant	3,300,000.00	0.00	0.00	3,300,000.00	0.00	3,300,000.00
49 2013-Temp Notes Schulman Cross	352,434.91	0.00	12,150.00	340,284.91	0.00	340,284.91
Total Capital Projects	5,430,649.65	0.00	13,110.00	5,417,539.65	0.00	5,417,539.65
<u>Enterprise Funds</u>						
Electric Utility:						
67 Capital Reserve	1,500,000.00	0.00	0.00	1,500,000.00	0.00	1,500,000.00
68 General	7,653,808.21	2,397,123.85	777,802.16	9,273,129.90	415,327.67	9,688,457.57
69 Security Deposits	503,559.73	23,525.00	4,995.78	522,088.95	0.00	522,088.95
Total Electric Utility	9,657,367.94	2,420,648.85	782,797.94	11,295,218.85	415,327.67	11,710,546.52
Water and Sewer Utility:						
80 General	2,807,779.52	507,826.90	432,024.79	2,883,581.63	0.00	2,883,581.63
81 Wastewater Repair and Replacem	250,032.77	10,258.96	0.00	260,291.73	0.00	260,291.73
82 Water and Sewage Maintenance F	448,871.10	13,270.76	0.00	462,141.86	0.00	462,141.86
Total Water and Sewer Utility	3,506,683.39	531,356.62	432,024.79	3,606,015.22	0.00	3,606,015.22
Airport:						
60 General	1,159,222.06	729,986.23	50,932.92	1,838,275.37	24,631.00	1,862,906.37
61 Airport Improvement	37,594.19	377,918.17	415,460.38	51.98	0.00	51.98
Total Airport	1,196,816.25	1,107,904.40	466,393.30	1,838,327.35	24,631.00	1,862,958.35
Solid Waste Utility:						
75 General	1,665,289.95	299,968.04	243,005.25	1,722,252.74	0.00	1,722,252.74
Recreation Area:						
70 General Golf Course	2,848.99	230,912.82	82,588.89	151,172.92	0.00	151,172.92
71 Golf Course Building	13,415.98	11.50	0.00	13,427.48	0.00	13,427.48
Total Recreation Area	16,264.97	230,924.32	82,588.89	164,600.40	0.00	164,600.40
Drainage Utility:						
79 General	445,610.85	16,360.57	9,221.35	452,750.07	0.00	452,750.07
<u>Internal Service Funds</u>						
55 Health Insurance	560,884.79	276,960.10	540,252.01	297,592.88	0.00	297,592.88
56 Health Insurance Reserve	1,355,488.91	0.00	0.00	1,355,488.91	0.00	1,355,488.91
35 Workers Compensation	431,503.24	366,120.00	258,256.00	539,367.24	0.00	539,367.24
36 Workers Compensation Reserve	455,633.99	0.00	0.00	455,633.99	0.00	455,633.99
Total Internal Service	2,803,510.93	643,080.10	798,508.01	2,648,083.02	0.00	2,648,083.02
Total All Funds	37,224,860.54	11,539,878.62	6,545,532.86	42,219,206.30	439,958.67	42,659,164.97



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 1/1/2016 Through 1/31/2016

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	18,834.55	18,834.55	75,000.00	(56,165.45)
3023	CONSUMER USE TAX	109,514.28	109,514.28	860,000.00	(750,485.72)
3028	LIQUOR CONSUMPTION TAX	0.00	0.00	90,000.00	(90,000.00)
3040	AD VALOREM TAX	2,047,964.78	2,047,964.78	3,397,180.00	(1,349,215.22)
3041	AD VALOREM BACK TAX	21,746.51	21,746.51	140,000.00	(118,253.49)
3044	CITY SALES TAX	543,147.96	543,147.96	6,200,000.00	(5,656,852.04)
3046	COUNTY SALES TAX	307,037.02	307,037.02	3,654,500.00	(3,347,462.98)
3055	MOTOR VEHICLE TAX	101,670.93	101,670.93	409,258.00	(307,587.07)
3056	RECREATIONAL VEHICLE TAX	1,647.01	1,647.01	3,144.00	(1,496.99)
3057	HEAVY DUTY VEHICLE TAX	1,708.85	1,708.85	1,726.00	(17.15)
3058	COMMERCIAL VEHICLE TAX	4,272.17	4,272.17	0.00	4,272.17
3065	CATV FRANCHISE	0.00	0.00	232,000.00	(232,000.00)
3066	GAS UTILITY FRANCHISE	93,723.56	93,723.56	460,000.00	(366,276.44)
3067	TELEPHONE FRANCHISE	5,172.97	5,172.97	58,000.00	(52,827.03)
3115	CEMETERY SPACES	5,800.00	5,800.00	50,000.00	(44,200.00)
3150	IDENTIFIED LONG/SHORT	(205.58)	(205.58)	0.00	(205.58)
3151	UNIDENTIFIED LONG/SHORT	10.00	10.00	0.00	10.00
3301.01	ANIMAL BOARDING	762.46	762.46	15,000.00	(14,237.54)
3301.02	CAR STORAGE & TOWING	1,872.00	1,872.00	20,000.00	(18,128.00)
3301.05	FEES-FALSE ALARM	1,300.00	1,300.00	3,000.00	(1,700.00)
3301.07	FEES-GATE RECEIPTS	520.00	520.00	23,000.00	(22,480.00)
3301.08	FEES-GRAVE OPENINGS	4,850.00	4,850.00	65,000.00	(60,150.00)
3301.09	FEES-MONUMENT SETTING	25.00	25.00	3,000.00	(2,975.00)
3301.10	FEES-PLAT FILING	168.00	168.00	2,000.00	(1,832.00)
3301.11	FEES-REZONING	0.00	0.00	2,500.00	(2,500.00)
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	0.00	190,000.00	(190,000.00)
3301.13	FEES-WAIVER FILING	0.00	0.00	3,000.00	(3,000.00)
3301.16	FINES-MUNICIPAL COURT	57,167.63	57,167.63	925,000.00	(867,832.37)
3301.17	FEES-STATE JUDGE	149.09	149.09	2,000.00	(1,850.91)
3301.18	FEES-STATE LAW ENFORCEMENT	3,723.51	3,723.51	50,000.00	(46,276.49)
3301.19	FEES-REINSTATEMENT	0.00	0.00	10,250.00	(10,250.00)
3301.20	FEES-RESTITUTION	3,382.63	3,382.63	0.00	3,382.63
3301.21	LEGAL COPIES	335.50	335.50	2,500.00	(2,164.50)
3301.22	PROBATION SCREENING	0.00	0.00	250.00	(250.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,265.36	1,265.36	10,000.00	(8,734.64)
3301.24	FEES-CRIME STOPPER MAJOR	459.54	459.54	500.00	(40.46)
3301.25	FEES-FAMILY CRISIS	100.00	100.00	0.00	100.00
3350.01	LICENSE-AMUSEMENT	200.00	200.00	1,000.00	(800.00)
3350.02	LICENSE-ARBORIST	0.00	0.00	500.00	(500.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	0.00	0.00	2,500.00	(2,500.00)
3350.04	LICENSE-CONTRACTOR	2,200.00	2,200.00	30,000.00	(27,800.00)
3350.05	ZONING COMPLIANCE	25.00	25.00	0.00	25.00
3350.06	LICENSE-ELECTRICIAN	960.00	960.00	6,000.00	(5,040.00)
3350.08	LICENSE-ITINERANT MERCHANT	0.00	0.00	8,000.00	(8,000.00)
3350.09	LICENSE-LIQUOR	1,000.00	1,000.00	4,500.00	(3,500.00)
3350.10	LICENSE-MECHANICAL	1,180.00	1,180.00	4,000.00	(2,820.00)
3350.12	LICENSE-PAWN SHOP	50.00	50.00	100.00	(50.00)
3350.13	LICENSE-PLUMBER	1,020.00	1,020.00	3,000.00	(1,980.00)
3350.15	LICENSE-TAXI	0.00	0.00	100.00	(100.00)



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 1/1/2016 Through 1/31/2016

3350.16	TAGS-DOG & CAT	284.92	284.92	2,250.00	(1,965.08)
3400.01	PERMITS-BUILDING	11,960.00	11,960.00	180,000.00	(168,040.00)
3400.02	PERMITS-CURB CUT	0.00	0.00	500.00	(500.00)
3400.03	PERMITS-ELECTRIC	377.00	377.00	8,000.00	(7,623.00)
3400.04	PERMITS-EXCAVATION	73.00	73.00	2,500.00	(2,427.00)
3400.05	PERMITS-GAS	122.00	122.00	4,042.00	(3,920.00)
3400.06	PERMITS-HOUSE MOVING	0.00	0.00	150.00	(150.00)
3400.08	PERMITS-MECHANICAL	327.00	327.00	12,000.00	(11,673.00)
3400.09	PERMITS-PLUMBING	1,143.00	1,143.00	14,000.00	(12,857.00)
3400.11	PERMITS-TV & SIGN	75.00	75.00	7,500.00	(7,425.00)
3435	INTEREST INCOME	37.14	37.14	42,000.00	(41,962.86)
3437	FINANCE CHARGE INCOME	2,316.15	2,316.15	30,000.00	(27,683.85)
3440.02	RENTAL-CITY FACILITIES	976.03	976.03	50,000.00	(49,023.97)
3440.03	RENTAL-DEPOT	100.00	100.00	1,200.00	(1,100.00)
3447	ROYALTIES-GAS WELLS	1,129.44	1,129.44	30,000.00	(28,870.56)
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	18,000.00	(18,000.00)
3470.04	REIMBURSE-POLICE SERVICES	0.00	0.00	225,000.00	(225,000.00)
3470.07	UTILITY FUNDS REIMBURSEMENT	340,525.00	340,525.00	4,084,100.00	(3,743,575.00)
3470.08	REIMBURSE-COUNTY	0.00	0.00	185,000.00	(185,000.00)
3470.09	REIMBURSE-HOLCOMB	0.00	0.00	45,000.00	(45,000.00)
3600.02	MISCELLANEOUS-CEMETERY	75.00	75.00	0.00	75.00
3600.04	MISCELLANEOUS-INSPECTION	0.00	0.00	500.00	(500.00)
3600.07	MISCELLANEOUS-POLICE	38.79	38.79	0.00	38.79
	Total Income	<u>3,704,320.20</u>	<u>3,704,320.20</u>	<u>21,959,250.00</u>	<u>(18,254,929.80)</u>



City of Garden City
 Statement of Revenues and Expenditures-General Fund Expenses
 From 1/1/2016 Through 1/31/2016

001 - GENERAL FUND

		Curr Month	YTD Expenses	Revised Budget	Budget Remaining
		Expenses			
Expenses					
111	CITY COMMISSION	20,180.49	20,180.49	117,500.00	97,319.51
112	CITY MANAGER	112,572.92	112,572.92	705,000.00	592,427.08
113	SERVICE AND FINANCE	103,088.91	103,088.91	833,780.00	730,691.09
114	LEGAL SERVICES	0.00	0.00	142,000.00	142,000.00
115	MUNICIPAL COURT	39,673.45	39,673.45	541,750.00	502,076.55
116	HUMAN RESOURCES	24,120.68	24,120.68	181,500.00	157,379.32
117	INFORMATION TECH	36,308.25	36,308.25	576,500.00	540,191.75
118	CITY PROSECUTION	<u>33,314.04</u>	<u>33,314.04</u>	<u>274,500.00</u>	<u>241,185.96</u>
	Total Administration	369,258.74	369,258.74	3,372,530.00	3,003,271.26
121	POLICE-ADMINISTRATIVE	100,434.67	100,434.67	1,905,750.00	1,805,315.33
122	POLICE-INVESTIGATIONS	109,024.77	109,024.77	1,011,750.00	902,725.23
123	POLICE-PATROL	455,379.17	455,379.17	4,132,050.00	3,676,670.83
124	POLICE-SUPPORT SERVICES	165,640.23	165,640.23	1,502,250.00	1,336,609.77
125	POLICE-ANIMAL CONTROL	<u>26,084.86</u>	<u>26,084.86</u>	<u>256,850.00</u>	<u>230,765.14</u>
	Total Police	856,563.70	856,563.70	8,808,650.00	7,952,086.30
131	PUBLIC WORKS-PLANNING,COMM	121,136.10	121,136.10	1,119,850.00	998,713.90
133	PUBLIC WORKS-STREET MAINT	124,338.39	124,338.39	1,526,250.00	1,401,911.61
135	PUBLIC WORKS-PARKS	<u>109,568.66</u>	<u>109,568.66</u>	<u>1,004,250.00</u>	<u>894,681.34</u>
	Total Public Works	355,043.15	355,043.15	3,650,350.00	3,295,306.85
141	ZOO-ADMINISTRATIVE	50,898.15	50,898.15	469,700.00	418,801.85
142	ZOO-MAINTENANCE DIVISION	30,815.50	30,815.50	354,000.00	323,184.50
144	ZOO-ANIMAL DIVISION	<u>115,538.40</u>	<u>115,538.40</u>	<u>1,158,250.00</u>	<u>1,042,711.60</u>
	Total Zoo	197,252.05	197,252.05	1,981,950.00	1,784,697.95
151	FIRE-ADMINISTRATIVE	39,938.69	39,938.69	288,250.00	248,311.31
152	FIRE-OPERATIONS	363,644.33	363,644.33	2,835,250.00	2,471,605.67
153	FIRE-VOLUNTEERS	710.03	710.03	21,880.00	21,169.97
154	FIRE-ARFF STATION	<u>0.00</u>	<u>0.00</u>	<u>97,750.00</u>	<u>97,750.00</u>
	Total Fire	404,293.05	404,293.05	3,243,130.00	2,838,836.95
161	CEMETERY-OPERATIONS	56,366.13	56,366.13	622,900.00	566,533.87
171	CAPITAL IMPROVEMENT	307,800.00	307,800.00	1,718,020.00	1,410,220.00
181	EMPLOYEE BENEFITS	<u>325,000.00</u>	<u>325,000.00</u>	<u>325,000.00</u>	<u>0.00</u>
	Total	<u>2,871,576.82</u>	<u>2,871,576.82</u>	<u>23,722,530.00</u>	<u>20,850,953.18</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 1/1/2016 Through 1/31/2016

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,248,947.91	2,248,947.91	31,623,813.00	(29,374,865.09)
3110.01	COLLECTIONS-COIN BOX	0.00	0.00	250.00	(250.00)
3118	CONNECT FEES	3,715.00	3,715.00	98,000.00	(94,285.00)
3150	IDENTIFIED LONG/SHORT	(74.11)	(74.11)	0.00	(74.11)
3151	UNIDENTIFIED LONG/SHORT	(145.14)	(145.14)	0.00	(145.14)
3154	INSUFFICIENT FUNDS CHECKS	(1,011.76)	(1,011.76)	0.00	(1,011.76)
3155	RETURNED CHECK CHARGE	325.00	325.00	5,000.00	(4,675.00)
3185	PENALTIES	0.00	0.00	85,000.00	(85,000.00)
3201	REIMBURSE-DEVELOPER	5,816.00	5,816.00	55,000.00	(49,184.00)
3435	INTEREST INCOME	0.00	0.00	2,000.00	(2,000.00)
3492	SALES TAX	76,787.23	76,787.23	1,155,750.00	(1,078,962.77)
3600	MISCELLANEOUS	263.72	263.72	5,000.00	(4,736.28)
4010.05	TRANSFER-ELECTRIC UTILITY	<u>62,500.00</u>	<u>62,500.00</u>	<u>0.00</u>	<u>62,500.00</u>
	Total Electric	2,397,123.85	2,397,123.85	33,029,813.00	(30,632,689.15)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	275,326.47	275,326.47	3,400,000.00	(3,124,673.53)
3185	PENALTIES	20,367.01	20,367.01	80,000.00	(59,632.99)
3195	RECYCLING SALES	4,274.56	4,274.56	50,000.00	(45,725.44)
3435	INTEREST INCOME	<u>0.00</u>	<u>0.00</u>	<u>1,250.00</u>	<u>(1,250.00)</u>
	Total Solid Waste	299,968.04	299,968.04	3,531,250.00	(3,231,281.96)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	16,360.57	16,360.57	207,500.00	(191,139.43)
3435	INTEREST INCOME	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>	<u>(250.00)</u>
	Total Drainage Utility	16,360.57	16,360.57	207,750.00	(191,389.43)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	195,979.23	195,979.23	2,700,000.00	(2,504,020.77)
3103	COLLECTIONS-WATER	256,249.08	256,249.08	4,550,000.00	(4,293,750.92)
3118	CONNECT FEES	1,030.00	1,030.00	18,000.00	(16,970.00)
3120	COUNTY SEWER FEES	14,967.92	14,967.92	112,000.00	(97,032.08)
3130	FIRE LEG FEES	13,545.00	13,545.00	15,500.00	(1,955.00)
3185	PENALTIES	8,587.74	8,587.74	110,000.00	(101,412.26)
3201	REIMBURSE-DEVELOPER	1,632.75	1,632.75	30,000.00	(28,367.25)
3225	SALE OF MATERIAL	0.00	0.00	15,000.00	(15,000.00)
3228	SEWER MAINTENANCE FEES	326.00	326.00	4,500.00	(4,174.00)
3229	SEWER TANK FEES	11,068.00	11,068.00	135,000.00	(123,932.00)
3257	WATER TANK SALES	(477.00)	(477.00)	55,000.00	(55,477.00)
3260	WATER TAP FEES	1,443.75	1,443.75	65,000.00	(63,556.25)
3494	TAX-WATER CONSUMPTION	2,804.43	2,804.43	65,000.00	(62,195.57)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	670.00	670.00	15,000.00	(14,330.00)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>(100,000.00)</u>
	Total Water and Sewer	<u>507,826.90</u>	<u>507,826.90</u>	<u>8,140,250.00</u>	<u>(7,632,423.10)</u>
	Total Income	<u>3,221,279.36</u>	<u>3,221,279.36</u>	<u>44,909,063.00</u>	<u>(41,687,783.64)</u>



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Neighborhood & Development Services Director Kaleb Kentner
DATE: February 16, 2016
RE: Neighborhood & Development Services Monthly Building Report - January 2016

ISSUE:

Presentation of the January 2016 monthly building report from Neighborhood & Development Services.

BACKGROUND:

Attached is the Neighborhood & Development Services building report for January, 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

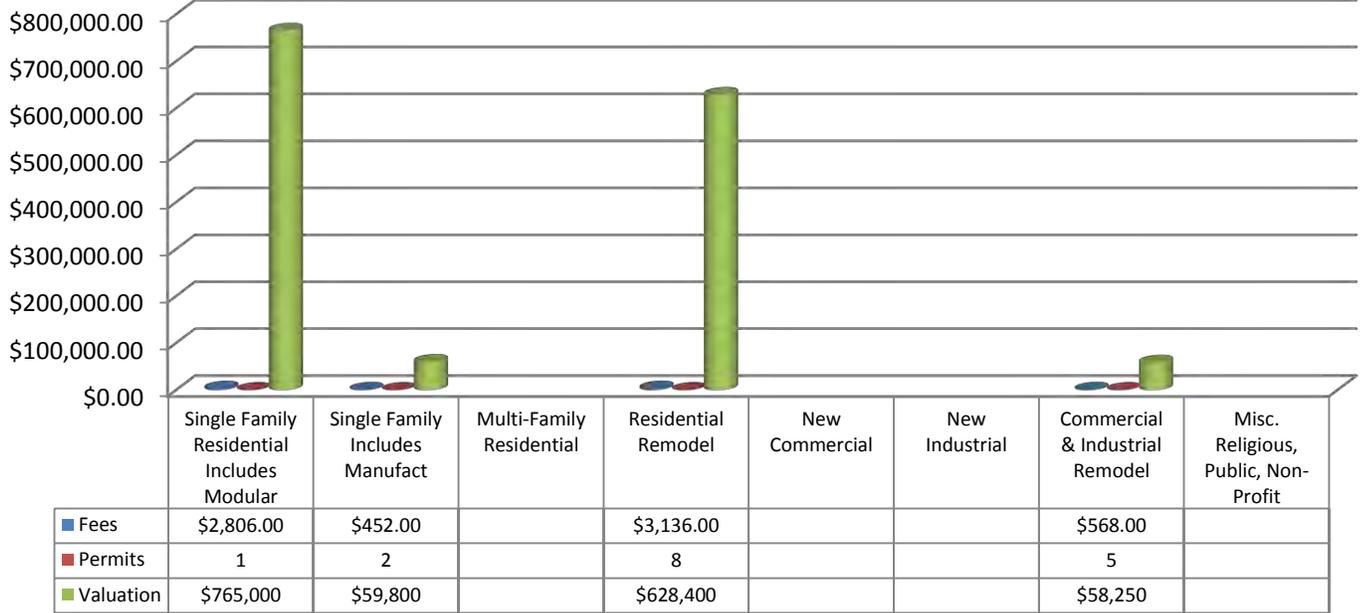
None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
January 2016 Building Report	2/10/2016	Backup Material

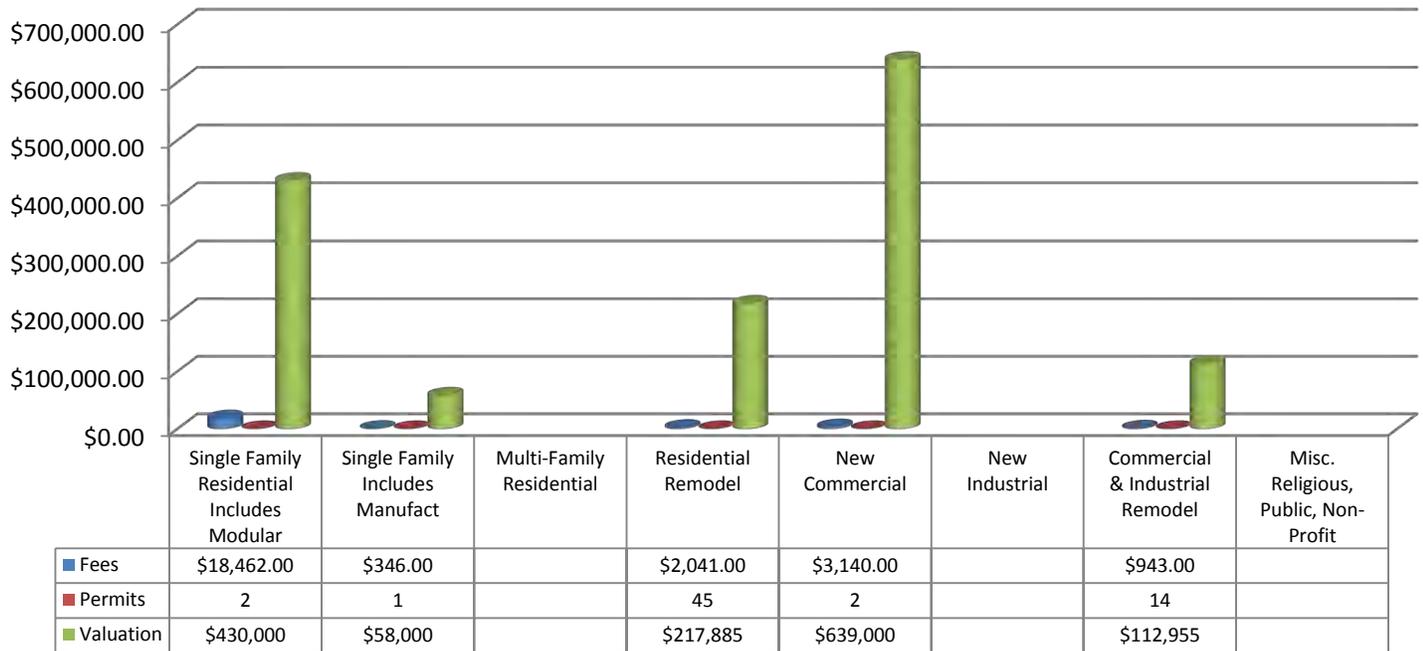


Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	1755 South AIR SERVICE	350	42000	Building	Commercial/Industrial Remodel	OFFICE REMODEL
Finney County	DEMO PERMIT	2005 West FULTON	30	0	Demo	Commercial/Industrial Remodel	DEMOLITION FOR REMODEL
Finney County	ELECTRICAL	125 J C	0	0	Electrical	Commercial/Industrial Remodel	18 x 35 APP. ROOM WIRED AS BREAK ROOM
Finney County	ELECTRICAL	1004 North ANDERSON	45	100	Electrical	Commercial/Industrial Remodel	CHANGE OUT SERVICE METER FROM 100 TO 200
Finney County	MECHANICAL	11130 East SEVEN MILE	143	16150	Mechanical	Commercial/Industrial Remodel	INSTALLATION OF 2 NEW BARD WALL-MOUNT UNITES
Finney County	BUILDING PERMIT	6175 North SIXTEEN MILE	278	32000	Building	Residential Remodel	STORAGE BUILDING
Finney County	BUILDING PERMIT	1506 GRANDVIEW EAST	82	5000	Building	Residential Remodel	INSTAL MICROLAMB TO CARRY LEAN OF GRANITE COUNTERTOPS.
Finney County	BUILDING PERMIT	10735 APPALOOSA	68	2000	Building	Residential Remodel	EXTENDING HORSE BARN
Finney County	BUILDING PERMIT	1004 North ANDERSON	2244	550000	Building	Residential Remodel	NEW WAREHOUSE - HELENA CHEMICAL - emergency eye wash managed on site no sprinkler per fire marshal swppp:n/a
Finney County	BUILDING PERMIT	5625 EL DELMO	183	8600	Building	Residential Remodel	BUILDING A GARAGE- 24'x25'- may be build on w/s if 30'x24' or shorten bldg. to 24'x25' to comply w/ 60' set back if built on e/s
Finney County	BUILDING PERMIT	11245 East HASKELL CO LINE	170	25000	Building	Residential Remodel	CONSTRUCTION OF NEW SHED/ GARAGE
Finney County	MECHANICAL	103 CAMBRIDGE	69	4000	Mechanical	Residential Remodel	CHANGE OUT 100K 80% FURNACE & 3 1/2 TON A/C
Finney County	MECHANICAL	501 TELEGRAM	42	1800	Mechanical	Residential Remodel	CHANGE OUT 100K 80% FURNACE
Finney County	BUILDING PERMIT	2800 North FARMLAND	226	29900	Building	SF Manufactured (HUD Standards)	NEW MODULAR HOME
Finney County	BUILDING PERMIT	2800 North FARMLAND	226	29900	Building	SF Manufactured (HUD Standards)	NEW MODULAR HOME
Finney County	BUILDING PERMIT	1603 GRANDVIEW EAST	2806	765000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME



GARDEN CITY

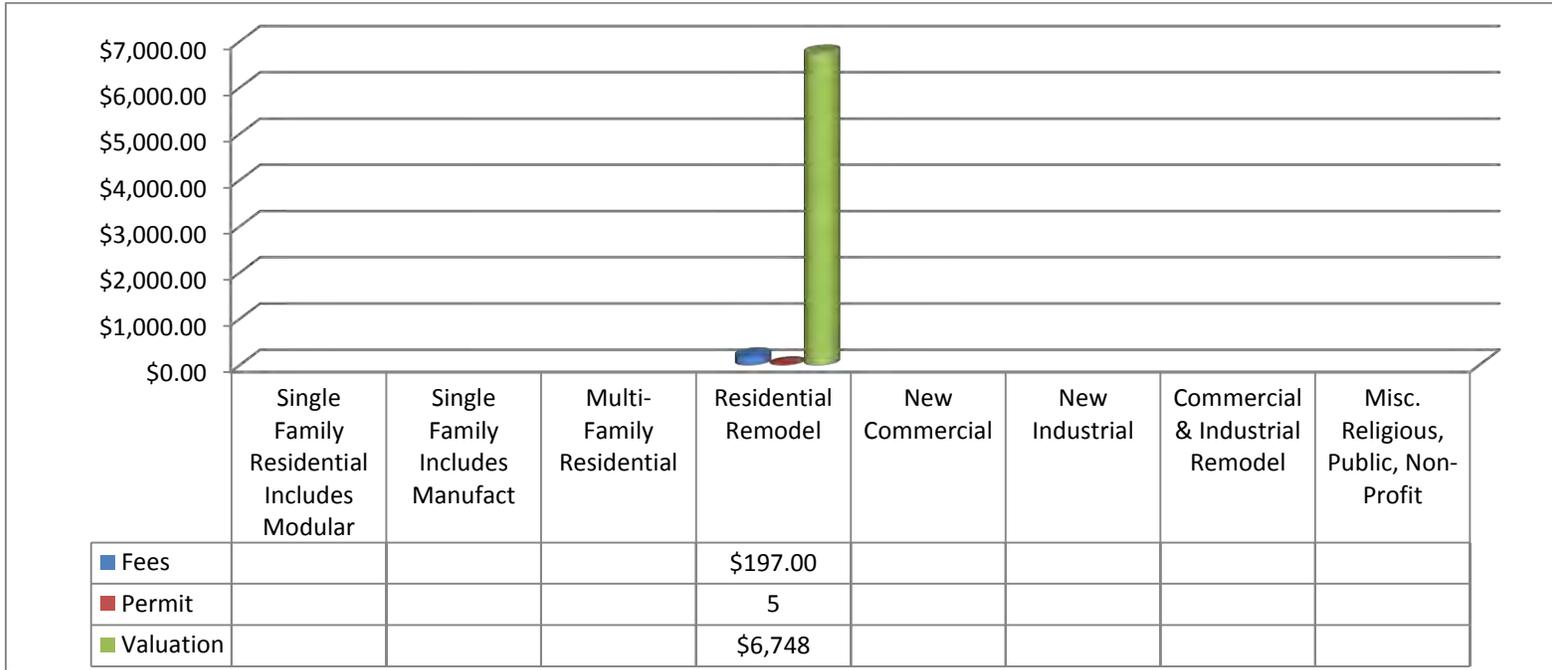
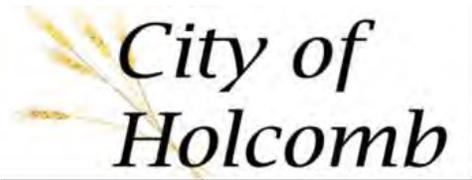
— KANSAS —



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	140 HARVEST	0	7700	Building	Commercial/Industrial Remodel	CONCRETE PAD 30x18'
Garden City	BUILDING PERMIT	202 South MAIN	62	5000	Building	Commercial/Industrial Remodel	CONCRETE REPLACEMENT
Garden City	BUILDING PERMIT	1118 FLEMING	200	50000	Building	Commercial/Industrial Remodel	REMODELING - SEQUOYAH CINEMA 8
Garden City	BUILDING PERMIT	715 North VFW	130	14000	Building	Commercial/Industrial Remodel	MOVE TANKS INSTALL LINER REPLACE TANKS
Garden City	BUILDING PERMIT	2914 SQUIRE	56	4000	Building	Commercial/Industrial Remodel	BASEMENT BATHROOM REMODEL
Garden City	BUILDING PERMIT	125 J C	0	3000	Building	Commercial/Industrial Remodel	FRAME IN BREAK ROOM
Garden City	ELECTRICAL	416 North MAIN	32	250	Electrical	Commercial/Industrial Remodel	CHANGE OUT RECEIPTICAL TO GFCI PER INSPECTOR
Garden City	ELECTRICAL	1917 BUFFALO JONES	32	800	Electrical	Commercial/Industrial Remodel	REPLACE 100 AMP BREAKER BOX
Garden City	ELECTRICAL	2503 East HWY 50	32	500	Electrical	Commercial/Industrial Remodel	INSTALL COVERS AND BOXES AND REPAIR LOOSE OUTLETS
Garden City	MECHANICAL	2106 East SPRUCE	130	6600	Mechanical	Commercial/Industrial Remodel	INSTALL 5 TON ROOFTOP UNIT
Garden City	PLUMBING	2415 East KANSAS	32	500	Plumbing	Commercial/Industrial Remodel	REMOVE AND INSTALL 75 GAL WATER HEATER

Garden City	PLUMBING	3635 JONES	32	605	Plumbing	Commercial/Industrial Remodel	INSTALL NEW 40 GALLON NATURAL GAS WATER HEATER
Garden City	SIGN PERMIT	1212 BUFFALO JONES	130	20000	Monument Sign	Commercial/Industrial Remodel	SONIC ELECTIRC SIGN
Garden City	SIGN PERMIT	1621 East FULTON	75	0	Pole Sign	Commercial/Industrial Remodel	POLE SIGN- LEGACY CHRYSLER - existing pole sign must be removed
Garden City	BUILDING PERMIT	2225 AIR SERVICE	1418	314000	Building	New Commercial	CONSTRUCTION OF A NEW HANGAR AT AIRPORT - KLOTZ
Garden City	BUILDING PERMIT	2025 South OLD HWY 83	1722	325000	Building	New Commercial	NEW BUILDING- FOUNDATION WORK ONLY
Garden City	BUILDING PERMIT	2803 PEARLY JANE	0	900	Building	Residential Remodel	REPLACE CONCRETE SIDEWALK THAT RUNS THROUGH DRIVEWAY - no charge sidewalk program
Garden City	BUILDING PERMIT	2008 JUNIPER	105	8500	Building	Residential Remodel	STORAGE BUILDING
Garden City	BUILDING PERMIT	114 East BELLEVUE	105	20000	Building	Residential Remodel	REMODEL OF STORAGE AREA FOR PERONAL OFFICE
Garden City	BUILDING PERMIT	410 North THIRD	29	2200	Building	Residential Remodel	RE-ROOFING
Garden City	BUILDING PERMIT	1013 North ELEVENTH	29	2000	Building	Residential Remodel	REPLACE DOOR AND WINDOW
Garden City	BUILDING PERMIT	531 COLONY	105	15000	Building	Residential Remodel	ROOM ADDITION- 242 SQ FT
Garden City	BUILDING PERMIT	1708 NEIL	105	21000	Building	Residential Remodel	BUILD ATTACHED GARAGE
Garden City	BUILDING PERMIT	1613 East LAUREL	53	10000	Building	Residential Remodel	REMODEL - RENEWAL OF PREVIOUS PERMIT B14-704
Garden City	BUILDING PERMIT	904 ANDERSON	200	45000	Building	Residential Remodel	KITCHEN & BATH REMODEL
Garden City	BUILDING PERMIT	906 SMOKEY HILL	29	300	Building	Residential Remodel	GARDEN SHED
Garden City	BUILDING PERMIT	1902 ST JOHN	29	500	Building	Residential Remodel	DRIVEWAY 840 SQ FT
Garden City	BUILDING PERMIT	4101 East HWY 50 447	29	2800	Building	Residential Remodel	REMODEL AND GET GAS SERVICE PRESURE - headers over door and windows min 2x8
Garden City	BUILDING PERMIT	1503 North TWELFTH	105	9291	Building	Residential Remodel	REPLACE WINDOWS
Garden City	BUILDING PERMIT	2112 ARAPAHO	56	4000	Building	Residential Remodel	REMOVE 1 LAYER OF SHINGLES - INSTALL 25 YEAR - 3 TAB (16 SQUARES)
Garden City	BUILDING PERMIT	2714 FLEMING	29	1000	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	2901 North THIRD	0	24000	Building	Residential Remodel	CONSTRUCT COLUMBARIUM
Garden City	ELECTRICAL	1109 SAFFORD	29	850	Electrical	Residential Remodel	RELOCATED SERVICE BREAKER PANEL IN HOUSE
Garden City	ELECTRICAL	708 East THOMPSON	29	200	Electrical	Residential Remodel	REPLACE WIRE FROM METER TO TOP OF HOUSE NEED METER PULLED AN DPOWER TURNED OFF AT POLE
Garden City	ELECTRICAL	2306 East KANSAS	32	500	Electrical	Residential Remodel	TROUBLE SHOOT REPAIR SEVERAL ELECTRICLA PROBLEMS IN THE BUILDING
Garden City	ELECTRICAL	1001 SUMMIT	29	500	Electrical	Residential Remodel	REPLACE ELECTRICAL PANEL
Garden City	ELECTRICAL	1004 North THIRD	29	500	Electrical	Residential Remodel	RUNNING UNDERGROUND ELECTRIC TO HOUSE AND UPGRADING SERVICE FROM 100 AMP TO 200 AMP

Garden City	ELECTRICAL	1006 North TWELFTH	56	5200	Electrical	Residential Remodel	WIRE COMPLETE HOUSE WITH NEW 100 AMP SERVICE
Garden City	GAS	2224 West KANSAS #63	29	300	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	1616 East JOHNSON	29	250	Gas Permit	Residential Remodel	PRESSURE TEST GAS LINE AND FIX THE LEAK
Garden City	GAS	1314 North THIRTEENTH	29	200	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	908 HOWERTON	112	4700	Mechanical	Residential Remodel	INSTALLNEW AIR CONDITINER FURNACE AND COIL
Garden City	MECHANICAL	609 PENNSYLVANIA	29	2000	Mechanical	Residential Remodel	INSTALL NEW HEATER
Garden City	MECHANICAL	2306 North SIXTH	56	3600	Mechanical	Residential Remodel	CHANGE OUT 75K 80% FURNACE 2.5 TON A/C
Garden City	MECHANICAL	2213 MOHAWK	29	1800	Mechanical	Residential Remodel	CHANGE OUT 100K 80% FURNACE
Garden City	MECHANICAL	1021 SMOKEY HILL	29	1998	Mechanical	Residential Remodel	REPLACEAIR CONDITIONING CONDENSER
Garden City	MECHANICAL	125 J C	0	0	Mechanical	Residential Remodel	INSTALL MITSUBISHI MINI SPLIT
Garden City	MECHANICAL	2410 A	29	3000	Mechanical	Residential Remodel	REPLACE FURANCE
Garden City	MECHANICAL	909 North SIXTH	56	5710	Mechanical	Residential Remodel	INSTALL 175.000 BOILE
Garden City	MECHANICAL	107 East MARY	56	5476	Mechanical	Residential Remodel	REPLACE FURNACE & AIR CONDITIONER
Garden City	MECHANICAL	617 North NINTH	29	1200	Mechanical	Residential Remodel	REPLACE EVAPORATOR COIL
Garden City	MECHANICAL	1710 East FAIR	56	6000	Mechanical	Residential Remodel	CHANGE OUT 100K 92% FURNACE & 3 1/2 TON A/C
Garden City	PLUMBING	2211 North SIXTH	29	830	Plumbing	Residential Remodel	INSTALL NEW 50 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	2702 KOSTER	29	900	Plumbing	Residential Remodel	REMOVE & REPLACE 50 GAL W/H
Garden City	PLUMBING	2315 ZIPPER	29	1000	Plumbing	Residential Remodel	WATER LINE REPLACEMENT
Garden City	PLUMBING	2707 C	29	805	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	1315 HATTIE	29	600	Plumbing	Residential Remodel	REPLACE MAIN WATER LINE FORM METER TO HOUSE
Garden City	PLUMBING	2001 MOHAWK	29	805	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NATURALGAS WATER HEATER
Garden City	PLUMBING	2801 ELDORADO	29	820	Plumbing	Residential Remodel	NG- 40 GAL WATER HEATER INSTALL
Garden City	PLUMBING	305 DAVIS	29	450	Plumbing	Residential Remodel	INSTALL PROVIDED NG WATER HEATER 40 GALLON
Garden City	PLUMBING	1720 PATS	29	1200	Plumbing	Residential Remodel	METER TO CRAWL SPACE
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #182	346	58000	Building	SF Manufactured (HUD Standards)	SET MOBLE HOME & HOOK UP UTILITES (SIDEWALK & DRIVEWAY)
Garden City	BUILDING PERMIT	2302 GLENWOOD Drive	1008	240000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME- UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	2271 GLENWOOD Drive	838	190000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME - Must be set back 25' from front property line (house & garage)



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Holcomb	BUILDING PERMIT	202 North WEST	42	700	Building	Residential Remodel	REPLACING SHEETROCK DOWNSTAIRS
Holcomb	ELECTRICAL	200 South HENDERSON	42	800	Electrical	Residential Remodel	INSTALL 100 AMP SERVICE
Holcomb	MECHANICAL	108 NUNN	29	1400	Mechanical	Residential Remodel	CHANGE OUT 75K 80% FURNACE
Holcomb	MECHANICAL	308 WILEY	42	2848	Mechanical	Residential Remodel	REPLACE WALL FURNACE
Holcomb	PLUMBING	107 WILEY	42	1000	Plumbing	Residential Remodel	REPLACE WATER SERVICE LINE THAT IS LEAKING UNDERGROUND

GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
January of 2016
INCIDENTS REPORTED

<i>OFFENSES</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Murder/Manslaughter	0	0	0
Rape	2	1	2
Robbery	1	0	1
Aggravated Assault	4	6	4
Burglary	4	8	4
Theft	69	73	69
Auto Theft	3	4	3
Arson	0	0	0
TOTAL	83	92	83
All Other Crimes	144	128	144
GRAND TOTAL	227	220	227

CRIMINAL ENFORCEMENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Adult Arrests	198	225	198
Juveniles Detained	43	27	43
TOTAL CUSTODY	241	252	241
Alcohol Related	19	22	19
Drug Related	36	37	36
Curfew Violations	4	1	4

INVESTIGATIONS DIVISION ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Total Cases Assigned	35	21	35
Total Active Cases	191	184	191
Adult Affidavits Filed	3	7	3
Juvenile Affidavits Filed	1	4	1
Follow-Up Contacts	724	636	724
Special Assignments	69	24	69
Search Warrants	4	6	4
Supplemental Reports	114	83	114
Other Reports	226	205	226
Cases Referred For Prosecution	22	25	22

TRAFFIC ACCIDENT INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Fatal Accidents	0	0	0
Injury Accidents	4	4	4
Non-Injury Accidents	58	39	58
TOTAL ACCIDENTS	62	43	62
Private Property Accidents	0	4	0

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
January of 2016**

OFFICERS ASSAULTED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	1	0
Hands, Fist, Feet, Etc.	4	1	4
Police Service Dog	0	0	0
TOTAL ASSAULTS	4	2	4

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	234	246	234
Supplemental Reports	89	102	89
Other Reports	71	91	71
Community Oriented Policing	210	227	210
Speeding Citations	13	23	13
Other Traffic Citations	209	273	209
Parking Citations	8	28	8
Warning Notices	415	429	415
Penal Summons	29	36	29
Felony Cases Cleared	31	41	31
Misdemeanor Cases Cleared	115	119	115
DUI Cases Cleared	6	9	6
Insecure Premises	6	13	6
Field Interviews	6	7	6
Citizen & Business Assists	148	134	148
Alarms	61	85	61
Adult Affidavits Filed	32	53	32
Juvenile Affidavits Filed	19	19	19

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2359	2326	2359
Traffic Activities	658	760	658
TOTAL ACTIVITIES	3017	3086	3017
911 Calls	1444	1527	1444
Finney County Sheriff's Office Activities	391	447	391

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
January of 2016**

RESPONSE TIME SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST YEAR</i>	<i>5 YEARS AGO</i>
Average Emergency	3.08	2.54	3.07
Average Non-Emergency	12.02	10.57	11.19
Average Traffic Accident	12.37	11.38	12.37

ANIMAL INCIDENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Animals Impounded	108	118	108
Animals Disposed	38	38	38
Citations Issued	1	1	1
Animal Bites	5	2	5
Adoptions	11	22	11

TRAINING HOURS RECEIVED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Administrative	112.00	0.00	112.00
Patrol/CRD Division	306.00	84.75	306.00
Support Services Division	121.00	9.00	121.00
Investigation Division	80.00	0.00	80.00
Instructor Hours	6.50	24.50	6.50
SUB-TOTAL TRAINING HRS	625.50	118.25	625.50
Academy Training Hours	0.00	0.00	0.00
TOTAL TRAINING HOURS	625.50	118.25	625.50

ADMINISTRATIVE INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Allegations Received	0	1	0
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	0	0	0
Exonerated	1	0	1
Violation Not Based On Complaint	0	0	0
Investigation In Progress	1	3	1
Administrative Closure	1	1	1
Commendations	6	2	6

Bias-Based Policing Statistics

January 2016

	January #	January %
SUBJECTS CONTACTED:	286	N/A
AGE:		
15 yoa - 19 yoa	51	18%
20 yoa - 29 yoa	105	37%
30 yoa - 49 yoa	88	31%
50+	42	15%
Not Provided	0	0%
<i>TOTAL</i>	286	100%
RACE:		
White	258	90%
Black	21	7%
Native American	0	0%
Asian	6	2%
Other	0	0%
More Than One Race	0	0%
Not Provided	1	0%
<i>TOTAL</i>	286	100%
GENDER:		
Male	191	67%
Female	94	33%
Unknown	1	0%
Not Provided	0	0%
<i>TOTAL</i>	286	100%
ETHNICITY:		
Hispanic/Latino	172	60%
Non-Hispanic	110	38%
Not Provided	4	1%
<i>TOTAL</i>	286	100%
RESPONSE AREA:		
1	57	20%
2	69	24%
3	63	22%
4	71	25%
5	25	9%
Not Provided	1	0%
<i>TOTAL</i>	286	100%

Bias-Based Policing Statistics

January 2016

	January #	January %
PRIMARY REASON FOR OFFICER INVESTIGATION:		
Call Related	33	12%
Officer Initiated	253	88%
Not Provided	0	0%
<i>TOTAL</i>	286	100%
INFORMATION OBTAINED BY:		
Officer's Perception	231	81%
Investigation	55	19%
Not Provided	0	0%
<i>TOTAL</i>	286	100%
RELIGIOUS DRESS:		
Yes	4	1%
No	282	99%
Not Provided	0	0%
<i>TOTAL</i>	286	100%
PRIMARY REASON FOR STOP:		
Moving Violation	145	51%
Equipment Violation	125	44%
Criminal Offense/Probable Cause	6	2%
Other Violation	8	3%
To Render Service	2	1%
Suspicious Circumstances	0	0%
Pre-existing Knowledge	0	0%
Special Detail	0	0%
Multiple Reasons	0	0%
Not Provided	0	0%
<i>TOTAL</i>	286	100%
ACTION TAKEN:		
Citation	117	41%
Search	1	0%
Warning	142	50%
Arrest	25	9%
Warrant Arrest	1	0%
Assistance Provided	0	0%
No Action	0	0%
Not Provided	0	0%
<i>TOTAL</i>	286	100%

Bias-Based Policing Statistics

January 2016

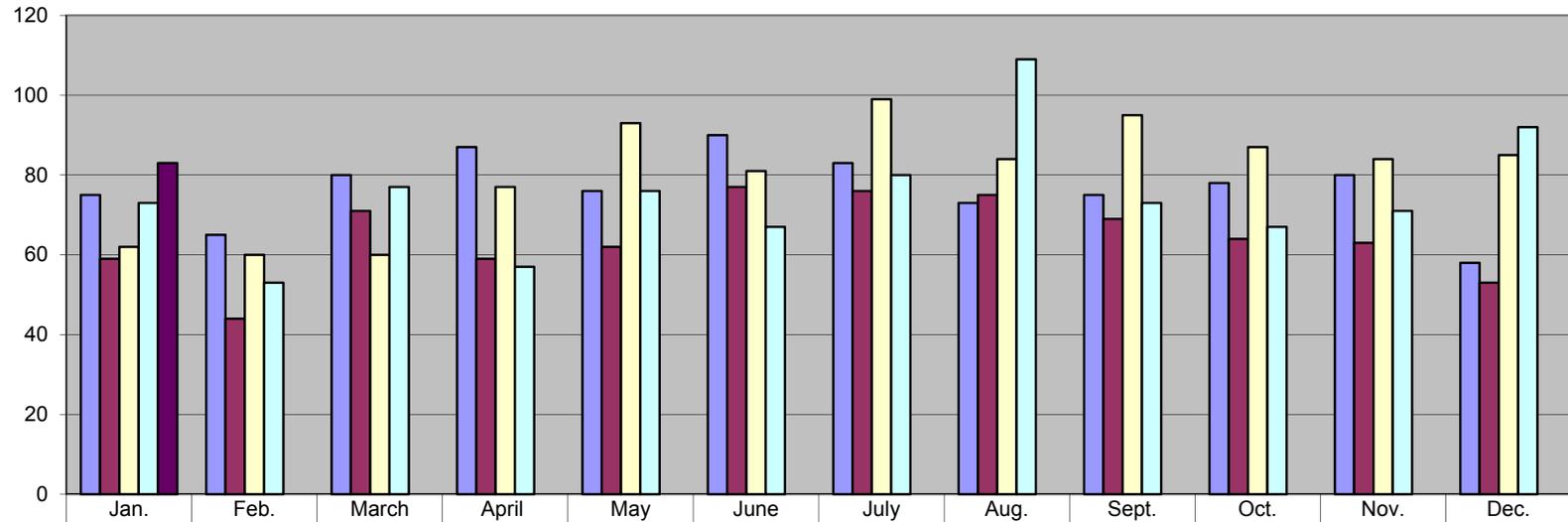
	January #	January %
SEARCH RATIONALE:		
Not Applicable	261	91%
Vehicle Indicators	0	0%
Verbal Indicators	0	0%
Physical/Visual Indicators	17	6%
Document Indicators	1	0%
Incident to Arrest	6	2%
Other	1	0%
More Than One Reason	0	0%
Not Provided	0	0%
<i>TOTAL</i>	286	100%

TYPE OF SEARCH:		
No Search Conducted	255	89%
Consent Search Conducted	2	1%
Inventory	0	0%
Stop and Frisk	0	0%
Search Warrant	0	0%
No Search/Consent Denied	1	0%
Search Incident to Arrest	15	5%
Plain View	8	3%
Probable Cause	5	2%
More Than One Type	0	0%
Not Provided	0	0%
<i>TOTAL</i>	286	100%

CONTRABAND SEIZED:		
None	276	97%
Currency	0	0%
Firearms	0	0%
Other Weapons	0	0%
Drugs/Paraphernalia	7	2%
Alcohol/Tobacco Products	3	1%
Stolen Property	0	0%
Other	0	0%
More Than One Type	0	0%
Not Provided	0	0%
<i>TOTAL</i>	286	100%

Hispanic	Arrests	18	10%
	Citations	72	42%
	Warnings	80	47%
Non-Hispanic	Arrests	7	6%
	Citations	39	35%
	Warnings	62	56%

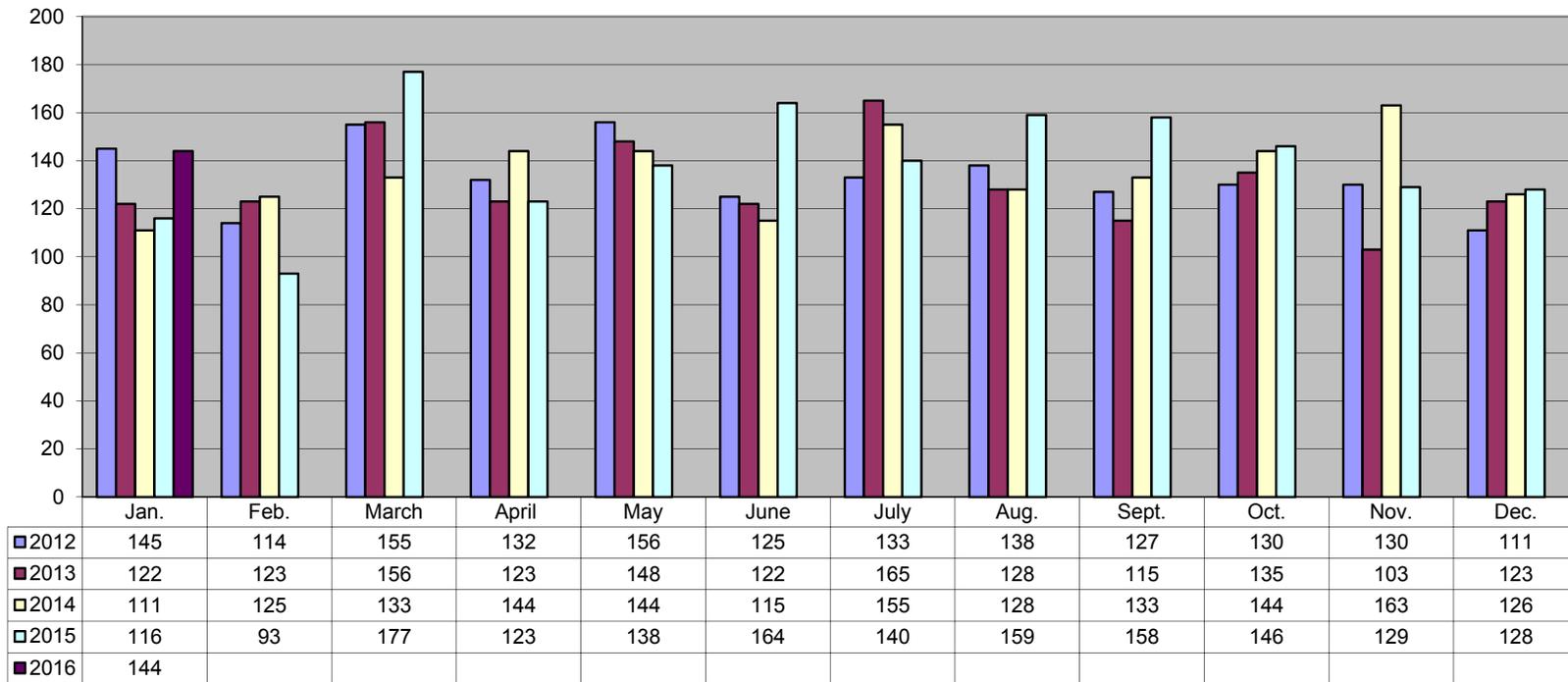
Part I Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2012	75	65	80	87	76	90	83	73	75	78	80	58
■ 2013	59	44	71	59	62	77	76	75	69	64	63	53
■ 2014	62	60	60	77	93	81	99	84	95	87	84	85
■ 2015	73	53	77	57	76	67	80	109	73	67	71	92
■ 2016	83											

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, Kidnapp Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

	6-Jan	6-Feb	6-Mar	6-Apr	6-May
Part I Crimes	128	134	146	151	184
All Others	249	187	287	254	279
Grand Total	377	321	433	405	463

	7-Jan	7-Feb	7-Mar	7-Apr	7-May
Part I Crimes	96	107	111	129	145
All Others	134	179	259	221	267
Grand Total	230	286	370	350	412

	8-Jan	8-Feb
Part I Crimes	101	106
All Others	168	152
Grand Total	269	258

	6-Jan	6-Feb	6-Mar	6-Apr	6-May
Grand Total	377	321	433	405	463
	7-Jan	7-Feb	7-Mar	7-Apr	7-May
Grand Total	230	286	370	350	412
	8-Jan	8-Feb			
Grand Total	269	258			

Grand Total of Crimes

	2012	2013	2014	2015	2016
Jan.	220	181	173	189	227
Feb.	179	167	190	146	
March	235	221	193	248	
April	219	182	221	180	
May	232	210	237	214	
June	215	199	196	231	
July	216	241	254	220	
Aug.	211	203	212	263	
Sept.	202	184	228	231	
Oct.	208	199	231	213	
Nov.	211	166	247	200	
Dec.	169	176	211	220	

	2012	2013	2014	2015	2016
Jan.	145	122	111	116	144
Feb.	114	123	125	93	

March	155	156	133	177
April	132	123	144	123
May	156	148	144	138
June	125	122	115	164
July	133	165	155	140
Aug.	138	128	128	159
Sept.	127	115	133	158
Oct.	130	135	144	146
Nov.	130	103	163	129
Dec.	111	123	126	128

	2012	2013	2014	2015	2016
Jan.	75	59	62	73	83
Feb.	65	44	60	53	
March	80	71	60	77	
April	87	59	77	57	
May	76	62	93	76	
June	90	77	81	67	
July	83	76	99	80	
Aug.	73	75	84	109	
Sept.	75	69	95	73	
Oct.	78	64	87	67	
Nov.	80	63	84	71	
Dec.	58	53	85	92	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: February 16, 2016
RE: Zoo monthly report - January 2016

ISSUE:

Presentation of the January 2016 monthly staff report from Lee Richardson Zoo.

BACKGROUND:

Attached is the Zoo staff report for January, 2016.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Zoo monthly report	2/5/2016	Cover Memo



CITY OF GARDEN CITY ZOO DEPARTMENT JANUARY 2016 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

None

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths

1.0	Muntjac	Pneumonia
1.0	Chilean flamingo	Mud impaction/blockage of small intestine

Transactions (Sales, donations, etc.)

None

USDA Inspection – No non-compliant items found (in other words, a clean inspection). Mitchell Hendrickson started as Keeper I. Keeper I phone and in-person interviews took place. Lions were introduced to the new “pride platform” in the east yard. All Staff Meeting covered training on Zoonosis. General Curator is monitoring HPAI situation. Performed health check on remaining muntjac (nothing significant found), alpaca hoof trims. Keepers assisted with Native Bird Count. Transaction contacts: Atlanta and Cleveland re: black rhino; Tulsa Zoo re: basilisk lizard; Audubon Zoo re: capybara; Abilene Zoo re: Cavy; Sedgwick Co Zoo re: Crested Coua. Hay sent in for nutritional analysis. Keeper IIs, General Curator and Education Curator attended “Transitioning from Staff to Supervisor” training webinar.

ADMINISTRATION DIVISION

Staff is working on the AZA accreditation application. Director and General Curator and Human Resources assistant interviewed candidates for the Facilities Manager position. Working on rhino renovation and generator projects. Working on new zoo brochure (with CVB) and way-finding maps. Familiarizing Assistant City Manager with zoo operations and personnel. Director was nominated for Leadership Kansas. Director attended AZA Director’s Policy Conference, participated in AZA Membership Committee conference call, and NOVUS training; and also presented 2015 summary during FOLRZ Annual Dinner. The Annual composting report was submitted. Staff assisted with FOLRZ Annual Dinner. VOIP phones replaced old phones citywide; Donna and Stephanie attended VOIP training. Six radio spots and weekly “Zoo to You” Telegram columns covered by staff.

EDUCATION DIVISION

The education division gave 166 formal programs to 4520 people and an additional 120 people learned from a discovery box checkout. Distance Learning earned \$5,300 this month. The annual volunteer recruitment event was held with an attendance of approximately 20 people. Volunteer training is scheduled to begin the first week of February. The division worked on the Education portion of the AZA Accreditation application. The mid-year report for the Disney nature play grant was submitted. All animal handling guidelines were reviewed and updated. City Website Committee meetings were attended for zoo department input. Zoo staff met with the Park Department to discuss monarch butterfly conservation project. The Education division began donating 15% of fee based programs to conservation funds. January conservation funds totaled \$905.25.

MAINTENANCE DIVISION

A new shade and climbing structure for the lion pride was designed and installed in their east yard. Much time was spent on more routine zoo building and grounds maintenance and repair needs such as fence repairs, removing large amounts of fallen leaves from the grounds, tending the compost, working on the otter pool ozone system, electrical repairs, exhaust fan repairs, door repairs, plumbing repairs, various other building repairs, as well as helping FOLRZ with various memorials or donor recognitions. Work towards renovations for the new rhino exhibit continues.

Consideration of Appropriation Ordinance

Ordinances & Resolutions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood and Development Services Director
DATE: February 16, 2016
RE: Resolution of Support for Overland Property Group, LLC's Tax Credit Application

ISSUE:

Governing Body consideration of a resolution declaring support for Overland Property Group's application for tax credits. The Overland Property Group is pursuing tax credits to build low to moderate income senior housing as part of a fourth phase at the Reserves at Prairie Ridge on North Campus Drive.

BACKGROUND:

The Overland Property Group is pursuing tax credits to build low to moderate income senior housing here in Garden City. The Overland Property Group developed the Reserves at Prairie Ridge apartments on North Campus Drive. Due to the success of this development, they have decided to develop a fourth phase. They would like to purchase a three (3) acre parcel to the west of the existing Phase I of the Reserves at Prairie Ridge and propose and develop a forty-eight (48) unit building. This building will add one and two bedroom units and will provide affordable rentals targeted to seniors, age fifty-five (55) and older, with low to moderate income. Please refer to the attached site plan.

In February of 2011, March of 2013, and January of 2015 the City adopted a similar resolution for the first three phases of the Reserves at Prairie Ridge Project which eventually resulted in the four existing sixteen (16) unit apartment buildings. Phase III of this development, which will add two more sixteen (16) unit apartment buildings, is currently under construction and progressing. The resolution states that, subject to the comprehensive plan, zoning regulations, platting and site plan approval, the building permit review process, and approval of a development agreement, the Governing Body of the City supports the development of affordable senior housing within the City.

The resolution will be effective for approximately one year expiring on February 28, 2017.

ALTERNATIVE:

The Governing Body may:

1. Elect to adopt the attached resolution.
2. Elect to not adopt the attached resolution.

RECOMMENDATION:

Staff recommends adoption of the resolution.

FISCAL NOTE:

There is no fiscal note related to this resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution of Support	2/10/2016	Backup Material
Gardens at Prairie Ridge IV - Preliminary Site Plan	2/10/2016	Backup Material

RESOLUTION NO. _____

A RESOLUTION EXPRESSING SUPPORT FOR THE CONSTRUCTION OF AFFORDABLE SENIOR APARTMENT UNITS TO BE LOCATED ON AN APPROXIMATELY 3 ACRE SITE ON THE WEST SIDE OF CAMPUS DRIVE, IN THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the City of Garden City, Kansas has been informed that Overland Property Group, L.L.C., Overland Park, Kansas (Developer), has filed a housing tax credit application with the Kansas Housing Resources Corporation for the development of 48 affordable rental housing units on an approximately 3 acre tract located on the west side of Campus Drive, in the City of Garden City, Kansas; and

WHEREAS, the forty-eight (48) one and two bedroom units will have affordable rents targeted to seniors, age fifty-five (55) and older, with low to moderate income; and

WHEREAS, the development will be new construction; and

WHEREAS, the development will have access to certain private amenities; washers and dryers will also be included in each apartment unit.

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

SECTION 1. The Governing Body supports the development of affordable housing in the City of Garden City, Kansas, subject to the comprehensive plan, zoning regulations, final platting and site plan approval, the building permit review process, and approval of a development agreement.

SECTION 2. In the event any of the specifications set forth herein, or as presented by the Developer to the Governing Body at its meeting on February 16, 2016 should change prior to the issuance of a building permit, this Resolution shall become null and void.

SECTION 3. This Resolution shall be in full force and effect from and after its adoption and publication in the Garden City Telegram, the official City newspaper, until February 28, 2017.

IT IS SO RESOLVED THIS 16th DAY OF FEBRUARY, 2016, BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS.

ATTEST:

Janet A. Doll, Mayor

Celyn N. Hurtado, City Clerk

APPROVED:

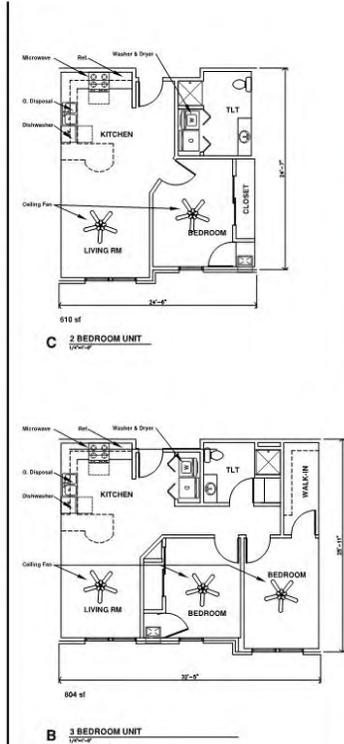
Randall D. Grisell, City Counselor



THE GARDENS AT PRAIRIE RIDGE IV

Preliminary site plan

NEIGHBORHOOD &
DEVELOPMENT
SERVICES
DEPARTMENT
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY
620-276-1170
INSPECTIONS
620-276-1120
CODE COMPLIANCE
620-276-1120
PLANNING AND
ZONING
620-276-1170



THE GARDENS AT PRAIRIE TRAILS
NEW SENIOR LIVING UNITS
GARDEN CITY, KANSAS

JOHN DE LA HUNTER
ARCHITECT
1000 W. 12TH ST., SUITE 100
GARDEN CITY, KS 67846
620.276.1170

RELIANT
ENGINEERING
DATE: 11-27-2013
BY: [Signature]
REVISIONS: [Table]

A.1

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1170
FAX 620.276.1173
www.garden-city.org



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: February 16, 2016
RE: Rural Housing Incentive District Resolution Establishing a Date and Time for a Public Hearing

ISSUE:

Governing Body consideration of a resolution establishing a date and time for a public hearing regarding the Rural Housing Incentive District for Chappel Heights Phase II.

BACKGROUND:

As required by the RHID Statute, this resolution establishes a date and time for a public hearing at which a development plan and an ordinance establishing the Chappel Heights Phase II RHID will be considered.

The date and time established in the resolution is: April 19, 2016 at 1:30 PM. A preliminary copy of the Development Plan, which includes the Development Agreement, to be considered at that time is included with this memo for your review.

This is the second phase of this development, and it will consist of thirty seven (37) single family home lots. The homes will have garages to provide for parking. The homes will also have cable and washer and dryer hookups.

ALTERNATIVE:

1. The Commission may elect to pass the attached resolution.
2. The Commission may elect to not pass the attached resolution.

RECOMMENDATION:

Staff recommends approval of the resolution.

FISCAL NOTE:

There is no fiscal note at this time. The Developer will fund the project through private financing.

ATTACHMENTS:

Description	Upload Date	Type
Draft of Development Plan - Chappel Heights Phase II	2/9/2016	Backup Material
Resolution 2 - Establishing Date & Time	2/9/2016	Backup Material

**DEVELOPMENT PLAN
FOR THE CHAPPEL HEIGHTS PHASE II RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF GARDEN CITY, KANSAS
April, 2016**

INTRODUCTION

On January 15, 2013 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution No. 2516-2013 that found and determined that:

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

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

Following the adoption of Resolution No. 2516-2013, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On April 16, 2013, the Secretary of Commerce provided written confirmation, approving the establishment of the Chappel Heights Rural Housing Incentive District (the District) (Resolution 2516-2013, exhibit A-1).

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

The legal description of the Chappel Heights Phase II Rural Housing Incentive District is:

A tract of land in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the Sixth Principal Meridian, City of Garden City, Finney County, Kansas described as follows:

Beginning at the Southeast Corner of Lot 2, Block 2, Chappel Heights, First Addition, City of Garden City, Finney County, Kansas; thence
N01°25'37"E 129.94 feet (Plat: N00°00'52"W 130.00 feet); thence

S88°18'53"E 339.98 feet; thence
S01°25'58"W 619.97 feet; thence
N88°18'53"W 158.87 feet; thence
S32°42'25"W 271.57 feet; thence
On a curve to the left with a radius of 1755.00 feet an arc distance of 816.49 feet, chord being
S19°22'22"W 809.14 feet; thence
S24°29'50"W 59.85 feet; thence
N65°30'10"W 155.41 feet; thence
N65°29'49"W 179.14 feet; thence
N24°31'48"E 59.98 feet to the Southeast Corner of Chappel Heights, First Addition, City of Garden
City; thence
On a curve to the right with a radius of 2075.00 feet, an arc distance of 859.25 feet (Plat: 859.29
feet), chord being N20°50'16"E 853.13 feet; thence
N32°42'25"E 391.88 feet (Plat: N31°15'41"E 391.87 feet); thence
N01°25'41"E 222.07 feet (Plat: N00°00'52"W 221.99 feet); thence
S88°16'55"E 29.99 feet (Plat: S89°45'29"E 30.00 feet) to the point of beginning, containing 13.58
acres.

Subject to easements and restrictions of record.

Bernard and Marian Chappel
3170 North Farmland road
Garden City, KS 67846

Chris A. Woods, Trustee
Glen Woods Trust
920 Center Street
Garden City, KS 67846
for
Glen A. and Mary Ellen Woods
22915 Dam Site road
Garfield, AR 72732

1. The housing and public facilities project that are proposed to be constructed include the following:

Housing Facilities

There will be thirty seven (37) lots for single family homes. The homes will have garages to provide for parking. The homes will also have cable and washer and dryer hookups.

Public Facilities

Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including street, water, sanitary sewer, and electric improvements.

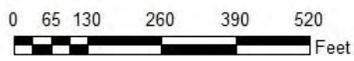
2. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Owner(s) of Real Property:	<p>BERNARD CHAPPEL 3170 N. FARMLAND RD GARDEN CITY, KS 67846</p> <p>DIXIE MAI 43288 W. ALEXANDRA CT. MARICOPA, AZ 85138</p> <p>MARY WHITE 2918 NANCY PL. GARDEN CITY, KS 67846</p> <p>THOMAS J. CHAPPEL P.O. BOX 1576 GARDEN CITY, KS 67846</p> <p>ALBERT CHAPPEL 3308 YELLOWSTAR STREET GARDEN CITY, KS 67846</p> <p>JOHN CHAPPEL 3108 YELLOWSTAR STREET GARDEN CITY, KS 67846</p> <p>DEBRA CHAPPEL 3213 PRIMROSE GARDEN CITY, KS 67846</p> <p>DARLA JEFFERSON 2019 ELLIOTT ALEXANDRIA, LA 71301</p>
Developer: (Site Work and Infrastructure)	<p>BERNARD CHAPPEL 3170 N. FARMLAND RD GARDEN CITY, KS 67846</p>

1. The Governing Body of the City entered into a Development Agreement with Bernard Chappel, in April of 2016. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.

2. The City conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. the analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

DEVELOPMENT PLAN – EXHIBIT A
MAP OF THE CHAPPEL HEIGHTS PHASE II
RURAL HOUSING INCENTIVE DISTRICT



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

Cost of infrastructure Improvements	
\$	1,075,678.00

Unimproved land	2015 Value	Property Class	Mill Levy	Annual Tax Amount
13.58 acres	\$2,269.30	12.0%	0.153755	\$ 41.87

Lot Details	Land + Building Value	Property Class	Post Improvement Annual Tax		Annual Tax - Original Tax Amount	Number of Lots	Total Tax Value
			Mill Levy - 20 mils to USD 457	Tax			
single family homes	\$ 285,000.00	11.5%	0.133755	\$ 4,383.82	\$ 4,341.95	37	\$ 160,652.15

15 Year Estimate Build Out Over Time								
Year Built	Number of Units	Estimated Value	Property Class	Mill Levy	Estimated Property Tax	Annual Increment	Increment in Years	Total Rebate
2016	2 Houses	\$ 570,000.00	11.5%	0.133755	\$ 8,767.64	\$ 8,725.77	15	\$ 130,886.55
2017	7 Houses	\$1,995,000.00	11.5%	0.133755	\$ 30,686.74	\$ 30,644.87	14	\$ 429,028.19
2018	10 Houses	\$2,850,000.00	11.5%	0.133755	\$ 43,838.20	\$ 43,796.33	13	\$ 569,352.31
2019	10 Houses	\$2,850,000.00	11.5%	0.133755	\$ 43,838.20	\$ 43,796.33	12	\$ 525,555.98
2020	8 Houses	\$2,280,000.00	11.5%	0.133755	\$ 35,070.56	\$ 35,028.69	11	\$ 385,315.60
							TOTAL	\$ 2,040,138.63

If the homes are appraised at \$285,000.00 and the project is built out over approximately five years the increment tax for 15 years would total approximately \$2,040,138.63. This would exceed the amount of estimate eligible expenses.

**DEVELOPMENT PLAN – EXHIBIT C
DEVELOPMENT AGREEMENT**

**Development Agreement
CHAPPEL HEIGHTS PHASE II**

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this ____ day of April, 2016, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **Bernard Chappel** (hereinafter “Developer”).

RECITALS

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

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

City—means the City of Garden City, Kansas

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

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

Developer—means Bernard Chappel or permitted successors or assigns in interest.

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

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

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

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

Internal Infrastructure Improvements—means the water, sanitary sewer, electric improvements necessary for the Development and located within the boundaries of the Development Area, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

Material Change—shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 PRELIMINARY RESOLUTION. Governing Body has heretofore adopted Resolution No. 2516-2013 on January 15, 2013, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 DEPARTMENT OF COMMERCE FINDING. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On April 16, 2013, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

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

ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

3.4 CONSTRUCTION OF INTERNAL INFRASTRUCTURE IMPROVEMENTS. Developer shall construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project and in accordance with the Subdivision and Zoning Regulations or as approved by the Governing Body.

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

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

3.4.3 REIMBURSEMENT/COST PAYMENT PROCESS. All requests for reimbursement or payment of Project Costs from the City Project Fund shall be made in a Certificate of Project Costs in substantially the form attached hereto as *Exhibit F*, which Certificate shall be signed by the Developer Representative. The Developer shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, or other information reasonably requested by the City to confirm that such costs were incurred, and are Project Costs which, together with previous requests for payments, do not exceed the budgeted amount for the applicable work as shown on the Project Budget. The Developer may submit electronic documentation, provided that original documents are also delivered to the City by mail or delivery. Certificates of Project Costs may be submitted not more frequently than once per month and payment of Project Costs shall occur once per month.

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

The City shall have seven (7) business days after receipt of a Certificate of Project Costs and all other documentation referred to above to review and respond by written notice to the

Developer indicating acceptance of the Certificate, disapproval of the Certificate, or documenting any deficiency in such Certificate. If the submitted Certificate and supporting documentation are acceptable the City shall approve the Certificate and make, or cause to be made, direct payment of invoices or reimbursement of Project Costs paid by Developer from the Project Fund. If the City notifies the Developer of any deficiency or of its disapproval of a Certificate of Project Costs, the Developer shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to the City. City shall notify Developer within five (5) business days of the receipt of Developer's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, the City shall reimburse the Developer for any approved Project Costs described in such Certificate, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.

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

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

ARTICLE IV

FINANCING OBLIGATIONS

4.1 FINANCING OF PUBLIC IMPROVEMENTS. All costs of the Internal Infrastructure Improvements shall be paid in cash or finance by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the Project Costs, those amounts paid to the Treasurer of the City, as a result of this Project, pursuant to K.S.A. 12-5250 (b)(2)(A). These payments shall be made within thirty (30) days of receipt of such funds from the County Treasurer beginning in 2013 and shall continue until such time as the Project Costs have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Finney County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

4.2 CREATION OF PROJECT FUND. The City shall establish and maintain a separate fund and account known as the Clarion Park Estates Fund (the Project Fund). All RHID Revenue collected by the City shall be deposited in the Project Fund.

All disbursements from the Project Fund shall be made only to pay Project Costs allowed under the RHID program. The City shall have sole control of the disbursements from the Project Fund.

Any surplus amounts of RHID revenue, after all Project Costs have been reimbursed, shall be used as determined by the City for any purpose authorized by the RHID Act and laws of the State.

ARTICLE V

GENERAL PROVISIONS

5.1 DEVELOPMENT RIGHTS. Developer and City acknowledge and agree that upon recordation of the Final Plat, City shall not, unless requested by Developer, rescind or modify the approved Zoning during the term of this Agreement.

5.2 CITY'S RIGHT TO TERMINATE. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

5.3 DEVELOPER'S RIGHT TO TERMINATE. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article IV* hereof) and fails to cure such default or breach within thirty (30) days after receipt of written notice from Developer of such default or breach.

5.4 SUCCESSORS AND ASSIGNS.

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

5.5 REMEDIES. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or

desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District. For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

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

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

a. In the case of Developer, to:

Bernard Chappel
3170 N Farmland Rd
Garden City, KS 67846
Phone: 620-521-0857

b. In the case of City, to:

City of Garden City, Kansas
301 N. 8th Street
Garden City, KS 67846
Attention: City Clerk
Phone: (620)276-1170
Fax: (620)276-1173

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

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

5.9 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.19 RECORDATION/AGREEMENT TO RUN WITH THE LAND AND EFFECT. A Notice of this Agreement shall be recorded with the Register of Deeds, Finney County, Kansas, not later than ten (10) days after its execution. **This Agreement shall constitute covenants that run with the land and are binding on successors in interest.** This Agreement is too voluminous and/or not in an appropriate form for recording, shall be available for review and inspection during normal business hours at:

**City of Garden City, Kansas
Neighborhood and Development Services Department
301 N. 8th Street
P.O. Box 998
Garden City, Kansas 67846**

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

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

6.2 REPRESENTATIONS OF DEVELOPER. Developer hereby represents and warrants it has full corporate power to execute and Deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

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

CITY OF GARDEN CITY, KANSAS

By: _____
Janet A. Doll, Mayor

Dated: April ____, 2016

ATTEST: (SEAL)

Celyn N. Hurtado, City Clerk

By: _____
Bernard Chappel
Dated: April ____, 2016

SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for the CHAPPEL HEIGHTS PHASE II Project
Exhibit C	CHAPPEL HEIGHTS PHASE II Site Development Plan
Exhibit D	Infrastructure Improvements
Exhibit E	Eligible costs for the CHAPPEL HEIGHTS PHASE II Project
Exhibit F	Certification of Project Costs Form
Exhibit G	Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the Sixth Principal Meridian, City of Garden City, Finney County, Kansas described as follows:

Beginning at the Southeast Corner of Lot 2, Block 2, Chappel Heights, First Addition, City of Garden City, Finney County, Kansas; thence

N01°25'37"E 129.94 feet (Plat: N00°00'52"W 130.00 feet); thence

S88°18'53"E 339.98 feet; thence

S01°25'58"W 619.97 feet; thence

N88°18'53"W 158.87 feet; thence

S32°42'25"W 271.57 feet; thence

On a curve to the left with a radius of 1755.00 feet an arc distance of 816.49 feet, chord being

S19°22'22"W 809.14 feet; thence

S24°29'50"W 59.85 feet; thence

N65°30'10"W 155.41 feet; thence

N65°29'49"W 179.14 feet; thence

N24°31'48"E 59.98 feet to the Southeast Corner of Chappel Heights, First Addition, City of Garden City; thence

On a curve to the right with a radius of 2075.00 feet, an arc distance of 859.25 feet (Plat: 859.29 feet), chord being N20°50'16"E 853.13 feet; thence

N32°42'25"E 391.88 feet (Plat: N31°15'41"E 391.87 feet); thence

N01°25'41"E 222.07 feet (Plat: N00°00'52"W 221.99 feet); thence

S88°16'55"E 29.99 feet (Plat: S89°45'29"E 30.00 feet) to the point of beginning, containing 13.58 acres.

Subject to easements and restrictions of record.

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR THE CHAPPEL HEIGHTS PHASE II PROJECT

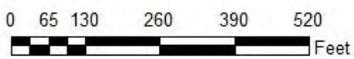
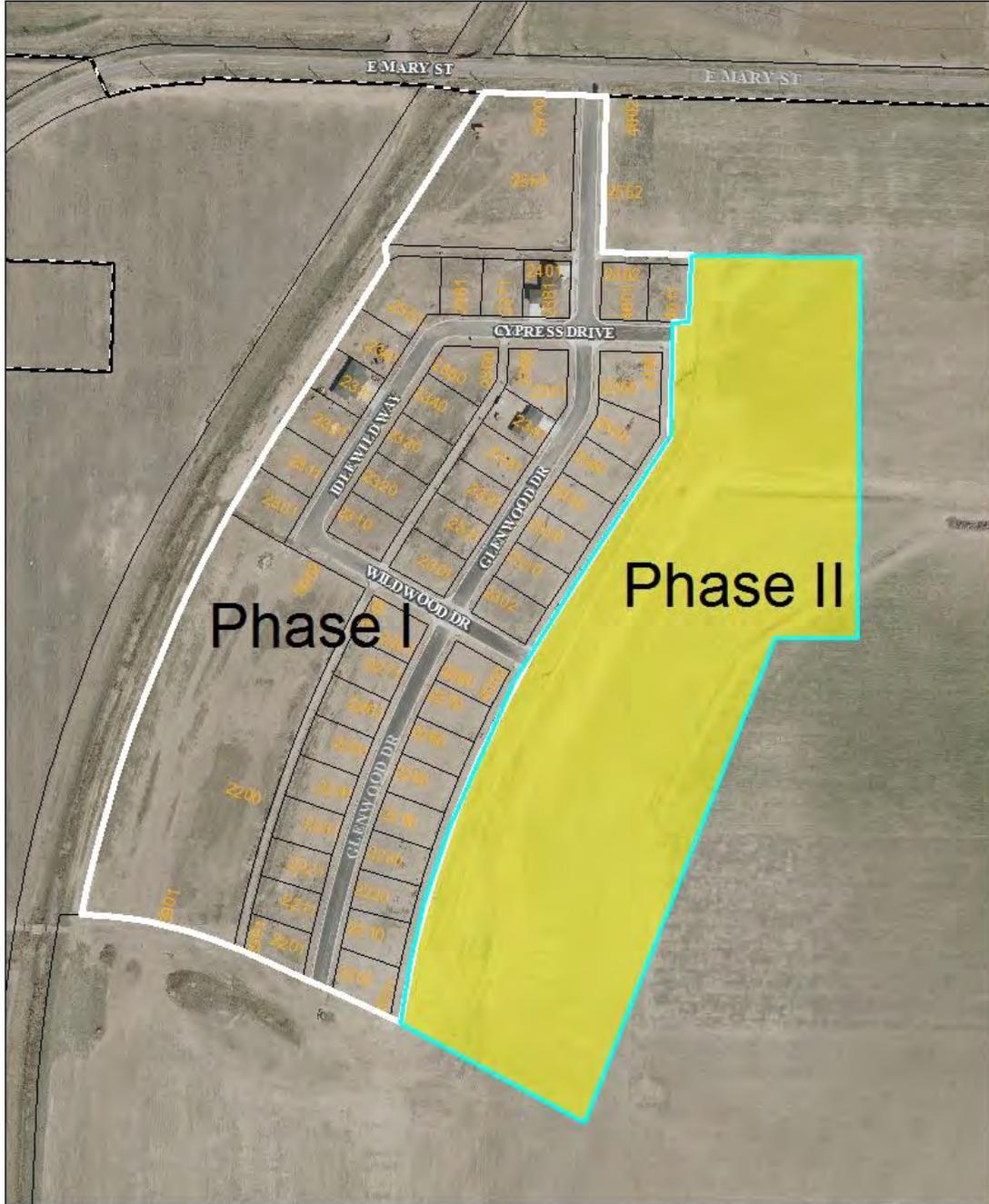


EXHIBIT D
INFRASTRUCTURE IMPROVEMENTS

Infrastructure Improvements. All infrastructure improvements shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of infrastructure improvements shall not commence until the plans and specifications have been approved by the City Engineer. All infrastructure improvements shall be constructed prior to the issuance of a Certificate of Occupancy on any lot in **Chappel Heights Phase II**. Below are additional descriptions of the infrastructure improvements to be the responsibility of Developer.

Sanitary Sewer: Eight (8) inch sewer mains with service lines to property line(s) pursuant to the on-site Infrastructure Improvement Plan, as approved by the City Engineer and the Director of Public Utilities. Construction plans and specifications shall meet the requirements of the City Engineer and the Director of Public Utilities and KDHE.

Water Distribution: Eight (8) inch water mains with service lines to property line(s), including looping, as approved by the City Engineer and the Director of Public Utilities. Eight (8) inch water lines, unless the City Water Master Plan or Water System Model indicates requirement for larger, shall be constructed to service the subdivision. Construction plans and specifications shall meet the requirements of the City Engineer and the Director of Public Utilities, and KDHE.

Streets: Design standards subject to provisions of the Subdivision Regulations and the 2006 General Surface Improvements Handbook. Street and storm sewer construction plans and specifications shall meet the requirements of the Director of Public Works. Sidewalks shall be required on all interior streets as a condition of building permits, and shall meet the requirements of the 2006 General Surface Improvements Handbook. The streets shall be paved with either 7" concrete or 6" asphalt constructed on a 6" AB-2 base.

The initial installation of traffic control and street name signs shall be at Developer's expense. Should the Developer desire non-standard street name signing or posts, replacement of damaged or stolen signage shall be at the expense of the Developer or homeowner's association, if any.

Storm Water Drainage and Erosion Control: Storm water drainage plans, an erosion control plan and a Storm Water Pollution Prevention Plan (SWPPP), as applicable, shall conform to the following requirements for approval by the City Engineer. Developer shall submit a Notice of Intent (NOI) for storm water discharge associated with construction activity to KDHE and provide a copy to the City Stormwater Coordinator.

- Erosion and Sediment Control Guidelines and Specifications per Sections 38-160 *et seq*, Code of Ordinances, and the *EROSION & SEDIMENT CONTROL MANUAL CITY OF GARDEN CITY, 2008 MANUAL*
- Post Construction Stormwater Guidelines and Specifications per Sections 38-190 *et seq*, Code of Ordinances, and the *POST CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES MANUAL, CITY OF GARDEN CITY, 2009*

Electrical Distribution Infrastructure Improvements. City policy provides for the installation of all electrical distribution infrastructure improvements where there exists single phase and secondary underground or overhead distribution facilities.

“On-site” refers to facilities directly associated with service to the development or building and/or facilities physically located on the development or building site. These costs may include the relocation or iteration of existing electric facilities necessitated by the project. The cost will be the total expense of material, labor, equipment, city subcontracted work associated with the project, as well as any required engineering/administration costs, all based upon standard estimating procedures established by the electric utility.

Parks & Open Space: Cash-in-lieu of land dedication of two hundred dollars (\$200.00) per lot or seven thousand four hundred dollars (\$7,400.00) shall be paid by the Developer upon filing of the plat.

Other: Developer shall be responsible for the cost of installation of gas lines, cable services and telephone lines, in accordance with utility company installation policy and City Code of Ordinances of a size adequate to service the Approved Preliminary Plat as determined by the utility company and City.

**EXHIBIT E
ELIGIBLE COSTS FOR
THE CHAPPEL HEIGHTS PHASE II PROJECT**

The Chappel Heights Phase II Site Work Estimates:

GARDEN CITY SITE WORK ESTIMATES	
Paving	\$ 383,226.00
Excavation	\$ 68,834.00
Erosion and Sediment Control	\$ 3,000.00
Traffic Control	\$ 2,500.00
Construction Staking	\$ 2,600.00
Alley Surfacing	\$ 14,000.00
Water	\$ 113,100.00
Sanitary Sewer	\$ 176,668.00
Electric	\$ 6,000.00
Landscaping	\$ 4,500.00
Engineering Fees	\$ 41,500.00
Terracon Soil Samples	\$ 750.00
Construction Management Fees	\$ 50,000.00
Financing	\$ 48,000.00
Contingency and Miscellaneous	\$ 5,000.00
Land Acquisition	\$ 156,000.00
	\$ 1,075,678.00

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

EXHIBIT F

CERTIFICATION OF PROJECT COSTS FORM

CHAPPEL HEIGHTS PHASE II DEVELOPMENT AGREEMENT

To: City Manager; City Engineer
Garden City, Kansas

RE: Chappel Heights Phase II Development Agreement

Terms used in this Certificate and not otherwise defined here shall have the meanings given them in the Chappel Heights Phase II Development Agreement dated as of _____, 2016 ("Agreement") between the City of Garden City, Kansas and Bernard Chappel.

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

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

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

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

Dated this ____ day of _____, 20__.

BERNARD CHAPPEL

By _____
Name (Printed) _____
Title _____

Approved for payment this ____ day of _____, 20__.

By _____
City Engineer

EXHIBIT G

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Bernard Chappel (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of April ____, 2016 (the Development Agreement) by and among the City of Garden City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____

Bernard Chappel

By: _____

Name:

Title:

(Published in the Garden City Telegram on the _____ day of February, 2016)

Resolution No. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. (CHAPPEL HEIGHTS PHASE II)

WHEREAS, K.S.A. 12-5241 *et seq.* (the Act) authorizes any city incorporated in accordance with the laws of the state of Kansas (the State) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

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

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

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

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

WHEREAS, the City of Garden City, Kansas (the City) has an estimated population of approximately 30,948, is located in Finney County, Kansas, which has an estimated population of approximately 41,940, and therefore constitutes a City as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis updated February, 2015 (the Analysis), a copy of which is on file in the office of the City Clerk, and

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

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated April 16, 2013 authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the District); and

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

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District, and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

THEREFORE BE IT RESOLVED by the Governing Body of the City of Garden City, Kansas as follows:

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares intent to establish within the City a Rural Housing Incentive District. The District is proposed to be formed within the boundaries of the real estate legally described in **Exhibit A** attached herein, and shown on the map depicting the existing parcels of land attached herein as **Exhibit B**. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land improvement values separately, is attached hereto as **Exhibit C**.

Section 2. Proposed Plan. The Governing Body hereby further declares intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in **Exhibit D** attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in **Exhibit E** attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on April 19, 2015, at the City Commission Meeting Room, City Hall, 301 N. 8th Street, Garden City, Kansas 67846; the public hearing to commence at 1:30 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this resolution shall be delivered to:
 - A. The Board of County Commissions of Finney County, Kansas;
 - B. The Board of Education of U.S.D. 457;
 - C. The Board of Trustees of Garden City Community College; and
 - D. The Planning Commission of the City.
2. This Resolution, specifically including **Exhibit A** thru **E** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Garden City, Kansas on February 16, 2016.

Janet A. Doll, Mayor

Celyn N. Hurtado, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ adopted by the Governing Body of the City on February 16, 2016 as the same appear of record in my office.

DATED: February 16, 2016

Celyn N. Hurtado, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR
CHAPPEL HEIGHTS PHASE II**

A tract of land in the Northwest Quarter of Section 10, Township 24 South, Range 32 West of the Sixth Principal Meridian, City of Garden City, Finney County, Kansas described as follows:

Beginning at the Southeast Corner of Lot 2, Block 2, Chappel Heights, First Addition, City of Garden City, Finney County, Kansas; thence

N01°25'37"E 129.94 feet (Plat: N00°00'52"W 130.00 feet); thence

S88°18'53"E 339.98 feet; thence

S01°25'58"W 619.97 feet; thence

N88°18'53"W 158.87 feet; thence

S32°42'25"W 271.57 feet; thence

On a curve to the left with a radius of 1755.00 feet an arc distance of 816.49 feet, chord being

S19°22'22"W 809.14 feet; thence

S24°29'50"W 59.85 feet; thence

N65°30'10"W 155.41 feet; thence

N65°29'49"W 179.14 feet; thence

N24°31'48"E 59.98 feet to the Southeast Corner of Chappel Heights, First Addition, City of Garden City; thence

On a curve to the right with a radius of 2075.00 feet, an arc distance of 859.25 feet (Plat: 859.29 feet), chord being N20°50'16"E 853.13 feet; thence

N32°42'25"E 391.88 feet (Plat: N31°15'41"E 391.87 feet); thence

N01°25'41"E 222.07 feet (Plat: N00°00'52"W 221.99 feet); thence

S88°16'55"E 29.99 feet (Plat: S89°45'29"E 30.00 feet) to the point of beginning, containing 13.58 acres.

EXHIBIT B

**MAP OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES
FOR CHAPPEL HEIGHTS PHASE II**

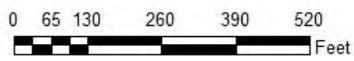
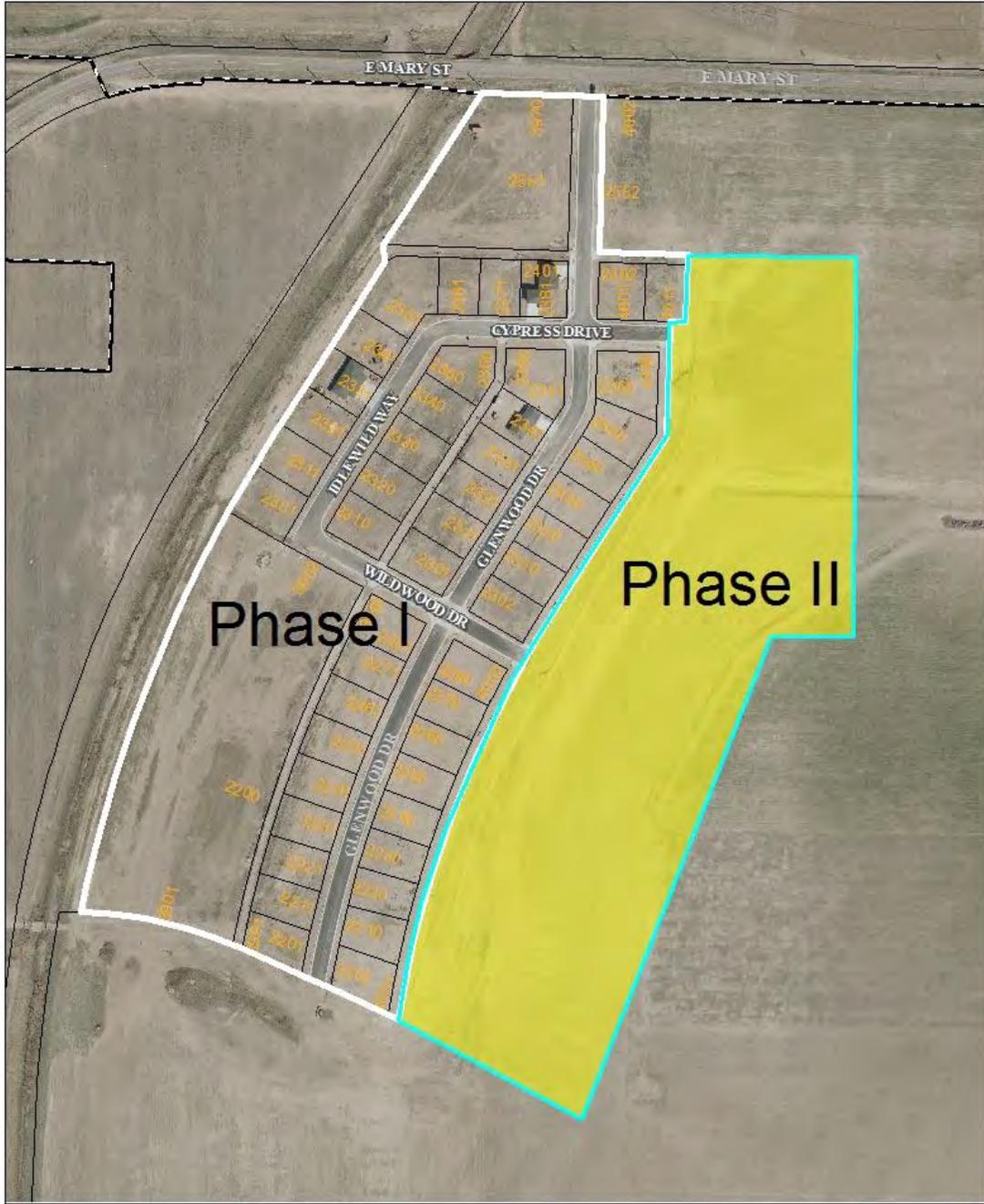


EXHIBIT C

**LIST OF NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN
THE PROPOSED DISTRICT**

BERNARD CHAPPEL
3170 N. FARMLAND RD
GARDEN CITY, KS 67846

DIXIE MAI
43288 W. ALEXANDRA CT.
MARICOPA, AZ 85138

MARY WHITE
2918 NANCY PL.
GARDEN CITY, KS 67846

THOMAS J. CHAPPEL
P.O. BOX 1576
GARDEN CITY, KS 67846

ALBERT CHAPPEL
3308 YELLOWSTAR STREET
GARDEN CITY, KS 67846

JOHN CHAPPEL
3108 YELLOWSTAR STREET
GARDEN CITY, KS 67846

DEBRA CHAPPEL
3213 PRIMROSE
GARDEN CITY, KS 67846

DARLA JEFFERSON
2019 ELLIOTT
ALEXANDRIA, LA 71301

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED RURAL HOUSING INCENTIVE DISTRICT

Housing Facilities

The Chappel Heights Phase II project will contain thirty seven (37) single family home lots. The homes will have garages to provide for parking. The homes will also have cable and washer and dryer hookups.

Public Facilities

Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including street, water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of Garden City will enter into a development agreement with Bernard Chappel. This agreement, as supplemented and amended, shall include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Garden City.

Feasibility Study

The City conducted a study to determine whether the public benefits derived from the rebate would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the Development, less existing property taxes to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the costs of the public infrastructure.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: February 16, 2016
RE: Rate increase for Dog and Cat tags

ISSUE:

Governing Body consideration and approval of an ordinance to increase the rate fee for dog and cat tags in Garden City, Kansas.

BACKGROUND:

The City of Garden City issues dog and cat tags for identification purposes. In 2015 approximately 141 dogs were issued tags and 8 cats were issued tags. Tags are valid for one calendar year from January 1 through December 31.

In 2013, a Police Department employee requested a rate increase. The request was approved and staff has been collecting at the increased rate since 2013. However, staff realized that the fee was not updated by city ordinance. Staff is requesting amending the ordinance to reflect the fees over the last three years.

Below is a list of fees from other Kansas Municipalities.

City	Neutered/Spayed	Unneutered/Unspayed	Replacement
Dodge City	\$		
Liberal	n/a	n/a	n/a
Manhattan	\$6.00	\$12.00	
Salina	\$8.00	\$16.00	\$2.00
Overland Park	\$10.00	\$20.00	n/a
Hays	\$5.00	\$25.00	\$2.00

Dog and Cat tags:

1. For each spayed female or neutered male, \$3.00.
2. For each unsprayed female or unneutered male, \$6.00.

Lost Dog or Cat tag:

3. \$1.00

ALTERNATIVE:

1. Approve the ordinance as presented.
2. Deny the ordinance.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

There will be no change in funds received as this is what the Service & Finance and Animal Shelter are currently collecting.

ATTACHMENTS:

Description	Upload Date	Type
Dog and cat fee ordinance	2/11/2016	Backup Material

ORDINANCE NO. _____-2016

AN ORDINANCE ESTABLISHING A FEE FOR DOG AND CAT REGISTRATIONS; AMENDING CURRENT CODE SECTIONS 42-71 AND 42-72; REPEALING CURRENT CODE SECTIONS 42-71 AND 42-72; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

SECTION 1. Section 42-71 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 42-71. Dog and cat tax.

The taxes levied by section 10-102 are as follows:

- (1) For each spayed female or neutered male, \$3.00.
- (2) For each unsprayed female or unneutered male, \$6.00.

SECTION 2. Section 42-72 of the Code of Ordinances of the City of Garden City, is hereby amended, to read as follows:

Sec. 42-72. Lost dog or cat tag.

The fee established in section 10-106 is \$1.00.

SECTION 3. Code of Ordinances Sections 42-71 and 42-72, as previously existing, are hereby repealed, to be replaced as specified in this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after March 1, 2016, and following its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 2nd day of February, 2016.

JANET A. DOLL, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Counselor

Old Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: February 16, 2016
RE: Use of Special Assessment financing for improvements to Bellevue Avenue between Main Street and Eighth Street.

ISSUE:

The Governing Body is asked to provide direction concerning improvements to Bellevue Avenue between Main Street and Eighth Street.

BACKGROUND:

At the Town Hall meeting on March 31, 2015, the Governing Body responded to a question from a resident about improvements to Bellevue Avenue between Main Street and Eighth Street. In the past, the City has installed and maintained asphalt millings as a dust control measure. The Governing Body directed staff to see if sufficient interest existed to proceed with a Petition.

Previous similar street improvements; Taylor Avenue south of Fulton Street and A Street south of Hamline Street, were completed through a cost sharing with 30% paid by the benefit district and 70% by the City-at-large. Staff prepared a conceptual plan, cost estimate and estimates of special assessments, and has met with the affected property owners.

The total estimated cost of the Bellevue Avenue project is \$457,320. At the 70-30 split, the City's share would be \$320,124 and the benefiting properties share would \$137,196.

K.S.A. 12-6a01, *et seq*, the general improvement and assessment law, is the basis for special assessments. There are three ways to determine sufficiency of a Petition: 1) a majority of resident owners of record of the benefiting property, 2) the resident owners of more than one-half the area of the benefiting property, and 3) the owners of record of more than one-half the of the benefiting property, whether resident or not. A resident owner is an owner occupant or a resident of Garden City; all property owners are residents. Past practice in Garden City has been to certify sufficiency using method 3.

At this point, 50% of the property owners are opposed, and the owners of 65% of the benefiting property are opposed to using special assessments. The City owns property within the benefit district (13%), but we are silent on the matter and would be included with the majority.

ALTERNATIVE:

1. Decide not to proceed with the project due to lack of support from benefiting property owners.
2. Direct staff to place Bellevue Avenue in the Capital Improvement Plan for construction in

the future as a City-at-large project.

RECOMMENDATION:

Staff recommends Alternative 2.

FISCAL NOTE:

None at this time.

ATTACHMENTS:

Description	Upload Date	Type
Sufficiency calculation	2/4/2016	Backup Material
Cost estimate	2/11/2016	Backup Material

City of Garden City, Kansas

Engineering Department

2/1/2016

Bellevue Avenue - Main to 8th

Total Estimated Project Cost: \$457,320

Preliminary Special Assessment Splits (70% City-at-large, 30% Benefit District)

Benefit District: 175' N & S of Centerline of

Bellevue Ave. between Main & Eighth Streets

Owner	Address	Property	Area (sq. feet)	Share of Improvement District (area factor)	Share of Maximum Cost (30%) (principle)	Estimated Yearly Special (\$/year)	Number of Owners calculation		Area based calculation	
							#	No	Yes/No	% No
City of Garden City	101 Taylor Ave.	S 145' Valley View Lying W of Main St.	51,475	13%	\$17,280	\$2,160	0		Silent	
Kenneth R. Lang Trust	301 W Bellevue	Lot 1 & S 145', Lot 2, Block 1, Lang Add. Parcel Plat	76,488	19%	\$25,676	\$3,466	1	1	No	19%
First Christian Church, Discipulos de Cristo		S 145', Lot 1, Block 1, First Christian and Giron Add.	85,840	21%	\$28,815	\$3,890	1	1	No	21%
David L. Tabor	2808 N Eighth St.	Pt. Lot 10, Block 4, Countryside Crest Sub.	10,878	3%	\$3,652	\$493	1	1	No	3%
Judith M. Garner	410 W Bellevue Ave.	Pt Lot 10, Lot 9, & Pt Lot 8, Block 4, Countryside Crest Sub.	22,475	5%	\$7,545	\$1,019	1	1	No	5%
Amon Tidmore	406 W Bellevue Ave,	Pt. Lot 8, Block 4, Countryside Crest Sub.	10,150	2%	\$3,407	\$460	1	1	No	2%
Paul R. Jr, & Nancy G. Teetzen	2807 C St.	Lot 7, Block 4, Countryside Crest Sub.	14,935	4%	\$5,013	\$677	2			
Hernan & Eeleis U. Zegarra	2808 C St.	Pt. Lot 8, Block 3, Countryside Crest Sub.	5,812	1%	\$1,951	\$263	2	2	No	1%
Thomas James McClure	2806 C St.	Pt. Lot 8, Block 3, Countryside Crest Sub.	4,188	1%	\$1,406	\$190	1			
Michael Garrison	308 W Bellevue Ave.	Lot 7, Block 3, Countryside Crest Sub.	8,750	2%	\$2,937	\$397	1			
John J. & Carmen G. A. Wagner	306 W Bellevue Ave.	Lot 6, Block 3, Countryside Crest Sub.	8,750	2%	\$2,937	\$397	2			
Thomas J. Chappel	304 W Bellevue Ave.	Lot 5, Block 3, Countryside Crest Sub.	10,000	2%	\$3,357	\$453	1			
Michael W. Roark	312 W Bellevue Ave.	N 145', Pt .Block 25, Heights Add.	23,200	6%	\$7,788	\$1,051	1			
Kenneth L. & Ethel M. Johnson	302 W Bellevue Ave.	N 145', Pt .Block 25, Heights Add.	34,800	9%	\$11,682	\$1,577	2	2	No	9%
K. L. Johnson, Inc.	110 W Bellevue Ave	N 145' Block 1, Johnson Acres	17,400	4%	\$5,841	\$789	1	1	No	4%
Doyle E. & Shirley A. William	2809 N Main St	Lots 1 & 2, Block 1, Foxhill Addition	23,560	6%	\$7,909	\$1,068	2		Yes	
TOTAL =			408,701	100%	\$137,196		20	10	0.0%	65%

50%

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

The following is a preliminary estimate of cost for street construction consisting of curb & gutter, sidewalks, roadbase, asphalt pavement (30' back-to-back wide) and related items of work necessary to construct the following street:

Bellevue Avenue Improvements (Main to 8th)					
Conceptual Estimate					
	Bid Item	Unit	Quan	UNIT COST	TOTAL COST
1	Excavation	CY	3375	\$ 12.00	\$ 40,500.00
2	Remove Existing Pavement	SY	4440	\$ 5.00	\$ 22,200.00
3	6" AB-2 Base	SY	1,561	\$ 5.00	\$ 7,804.44
4	Asphalt Pavement (6")	SY	4,083	\$ 28.00	\$ 114,324.00
5	Remove Curb & Gutter	LF	90	\$ 6.50	\$ 585.00
6	Standard 30" Rollover Curb & Gutter	LF	3082	\$ 21.00	\$ 64,722.00
7	Sidewalk Ramp	EA	6	\$ 750.00	\$ 4,500.00
8	5" Concrete Sidewalk	SY	2500	\$ 35.00	\$ 87,500.00
9	7" Concrete	SY	450	\$ 60.00	\$ 27,000.00
10	Permanent Signage	LS	1	\$ 500.00	\$ 500.00
11	Erosion and Sediment Control	LS	1	\$ 5,000.00	\$ 5,000.00
12	Construction Staking	LS	1	\$ 1,500.00	\$ 1,500.00
13	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
TOTAL					\$ 381,100.00

Engineering & Administration	\$ 19,055.00
Issuance Costs	\$ 9,527.50
Temporary financing	\$ 28,582.50
Contingency & Miscellaneous	\$ 19,055.00
	\$ 457,320.00

Apportionment of Cost:		
Benefit District	30%	\$ 137,196.00
City-at-Large	70%	\$ 320,124.00



Steven F. Cottrell, P.E.
City Engineer

5/12/2015

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: February 16, 2016
RE: Approval of a real property transfer agreement and acceptance of a quit claim deed with Stone Development Inc.

ISSUE:

Governing Body consideration and approval of a real property transfer agreement and acceptance of a quit claim deed with Stone Development Inc.

BACKGROUND:

The property located on the southwest corner of Jennie Barker Road and Schulman Avenue was the storm water detention pond for the Heritage Place subdivision. However, this property was purchased through a tax sale by Stone Development Inc. to be utilized as a regional detention pond. For operational and functional purposes staff recommends to obtain this property for use as a semi-regional detention pond.

Prior to the conveyance of the real property from Stone Development Inc. to the City, Stone Development Inc. shall install a minimum of four (4) infiltration pits in the bottom of the storm water detention pond on the real property in the locations and specification determined by and acceptable to city.

ALTERNATIVE:

The Commission may:

1. Approve the real property transfer agreement and accept the quit claim deed for land transfer after all items of the agreement have been satisfied.
2. Not approve the real property transfer agreement or accept the quit claim deed.

RECOMMENDATION:

Staff recommends approval of the real property transfer agreement and acceptance of the quit claim deed for land transfer after all items of the agreement have been satisfied.

FISCAL NOTE:

The land is to be deeded to the City at no cost. However, there will be ongoing maintenance costs associated with the up-keep of the facility. Those costs should average around \$3,500.00 annually.

ATTACHMENTS:

Description	Upload Date	Type
Real Property Transfer Agreement	2/10/2016	Backup Material

REAL PROPERTY TRANSFER AGREEMENT

THIS REAL PROPERTY TRANSFER AGREEMENT (Agreement) made and entered into the 02 day of February, 2016, by and between STONE DEVELOPMENT, INC. (Stone) and the CITY OF GARDEN CITY, KANSAS, a municipality (City).

WHEREAS, Stone is the owner of real property in Garden City, Finney County, Kansas, located at the southwest corner of Schulman Avenue and Jennie Barker Road (Real Property); and

WHEREAS, the Real Property is currently a stormwater detention pond (Stormwater Detention Pond); and

WHEREAS, City has a need to acquire the Real Property to use as a Stormwater Detention Pond for stormwater runoff in the immediate area; and

WHEREAS, Stone desires to quit claim the Real Property to City.

NOW THEREFORE, in consideration of the conditions and agreements hereinafter set forth, Stone and City agree as follows:

1. CONVEYANCE OF REAL PROPERTY. Stone does hereby grant, warrant and convey to City the following described real property:

Surface Estate Only. Parcel A, Heritage Place Addition No. 1, Garden City, Finney County, Kansas, a/k/a North Jennie Barker (see Exhibit A attached hereto and incorporated herein).

2. STORMWATER DETENTION POND DRAINAGE. Prior to the conveyance of the Real Property from Stone to City, Stone shall install a minimum of four (4) infiltration pits in the bottom of the Stormwater Detention Pond on the Real Property, in the locations and specifications determined by and acceptable to City.

3. STORMWATER DETENTION POND. The parties understand and agree that the Stormwater Detention Pond is currently at full capacity. Future commercial or residential development in the area will require a separate water detention pond or plan, pursuant to City Code of Ordinances.

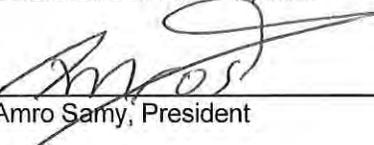
4. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

5. BINDING EFFECT. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors, and assigns of the parties hereto.

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

STONE DEVELOPMENT, INC.

02/03/2016
Date

By 
Amro Samy, President

ATTEST:


Cecil O'Brate, Secretary

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

QUIT CLAIM DEED

STONE DEVELOPMENT, INC., a Kansas corporation, Grantee

QUIT CLAIMS TO

CITY OF GARDEN CITY, KANSAS, a municipal corporation, Grantor

All of the following described REAL ESTATE in the City of GARDEN CITY, County of FINNEY and the State of KANSAS, to-wit:

Surface Estate Only. Parcel A, Heritage Place Addition No. 1, Garden City, Finney County, Kansas, a/k/a North Jennie Barker.

For the sum of Zero Dollars (\$0.00) and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Easements, restrictions, reservations and leases of record.

STONE DEVELOPMENT, INC.

Dated: 02/03, 2016

By *[Signature]*
Amro Samy, President

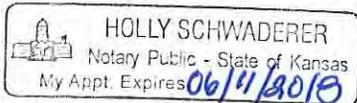
ATTEST:

[Signature]
Cecil O'Brate, Secretary

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on this 03 day of February, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came AMRO SAMY, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

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



[Signature]
Notary Public

My Appointment Expires: _____

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e (4).



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: February 16, 2016
RE: Sunflower Foundation Trail grant application

ISSUE:

Governing Body consideration of submitting a trail grant application to the Sunflower Foundation.

BACKGROUND:

The Sunflower Foundation has announced their 2016 application cycle for trail grants. The City has received three previous trail grants from the Sunflower Foundation –Finnup Park Walking Trail Phase 1 in 2009, Wiley Park Walking Trail Phase 2 in 2011, and Finnup Drive Walking Trail Phase 2 in 2014. The 2014 grant was submitted with GC Recreation Commission as the applicant.

Applications are due May 2nd, grant information is attached.

All grants require an equal local match. One grant would provide \$40,000.00 for “new” trail construction, and a second grant opportunity would provide \$15,000 for construction of trail connectors. Both of these provide additional grant funding for enhancements such as design and safety, lighting, signage and trees. The Foundation is also soliciting school based applications in a separate process; Victor Ornelas Elementary is working on an application.

We have provided the application information to the Parks and Tree Board and the Community Health Advisory Board. A possible project is a trail connector for completion of the Wiley Park Walking Path.

ALTERNATIVE:

1. Solicit project recommendations from the advisory boards for consideration at a future meeting.
2. Direct Staff to begin preliminary work on Commission identified projects.
3. Decide not to submit an application.

RECOMMENDATION:

Staff recommends soliciting recommendations from the advisory boards for consideration at a future meeting.

FISCAL NOTE:

If we are awarded a grant, we would find the required local match within the 2016 or 2017 budget.

ATTACHMENTS:

Description	Upload Date	Type
Grant information	2/4/2016	Backup Material



Sunflower Trails RFPs at a Glance: Funding & Criteria (January 2016)

<i>Item</i>	<i>Available Funding</i>
RFP 16-102: Community-Based New Trails or Trail Expansion	
NEW TRAILS or TRAIL EXPANSION	
Minimum Length: ½ mile (2,640') or longer Minimum Width: 6 feet wide or wider	Maximum total funding = \$55,000
Surface Materials and/or Construction (Includes both materials and installation of materials)	Up to \$40,000 of the total budget
Infrastructure and/or Enhancements <ul style="list-style-type: none"> • Design & Safety (bridges, railings, culverts, etc.) • Trees for Trail Shading/Wind Screening • Signage which includes Distance Information 	Up to \$15,000 of the total budget <ul style="list-style-type: none"> • <i>Combination is at applicant's discretion, but expenses will be considered in proportion to the overall trail budget and overall scope of work.</i>
RFP 16-103: Community-Based Existing Trail Enhancements/Improvements	
EXISTING TRAIL IMPROVEMENT	
Existing trail must be ½ mile (2,640') or longer with a minimum width of 6 feet wide	Maximum total funding = \$20,000
Infrastructure and/or Enhancements <ul style="list-style-type: none"> • Design & Safety (bridges, railings, culverts, etc.) • Trees for Trail Shading/Wind Screening • Signage which includes Distance Information 	Up to \$20,000 <ul style="list-style-type: none"> • <i>Combination is at applicant's discretion, but expenses will be considered in proportion to the overall trail budget and overall scope of work.</i>
RFP 16-104: Community-Based Trail Connectors	
TRAIL CONNECTORS	
Connector may be less than ½ mile long, for the purpose of linking existing trails or improving access to an existing trail	Maximum total funding = \$30,000
Surface Materials and/or Construction (To be used only for building connector portion of trail)	Up to \$15,000 of the total budget
Infrastructure and/or Enhancements <ul style="list-style-type: none"> • Design & Safety (bridges, railings, culverts, etc.) • Trees for Trail Shading/Wind Screening • Signage which includes Distance Information 	Up to \$15,000 of the total budget <ul style="list-style-type: none"> • <i>Combination is at applicant's discretion, but expenses will be considered in proportion to the overall trail budget and overall scope of work.</i>
RFP 16-105: School-Based New Trails	
NEW SCHOOL-BASED TRAILS Option A	
Minimum Length: 1/4 mile (1,320') or longer Minimum Width: 5 feet wide or wider	Maximum total funding = \$25,000
<ul style="list-style-type: none"> • Surface Materials and/or Construction • Design & Safety (bridges, railings, culverts, etc.) • Trees for Trail Shading/Wind Screening • Signage which includes Distance Information 	Up to \$25,000 of the total budget <ul style="list-style-type: none"> • <i>Applicants are permitted to allocate the funding as needed, keeping in mind the overall scope of work and construction budget for the trail itself.</i>
NEW SCHOOL-BASED TRAILS Option B	
Minimum Length: ½ mile (2,640') or longer Minimum Width: 6 feet wide or wider	Maximum total funding = \$55,000
Surface Materials and/or Construction (Includes both materials and installation of materials)	Up to \$40,000 of the total budget
Infrastructure and/or Enhancements <ul style="list-style-type: none"> • Design & Safety (bridges, railings, culverts, etc.) • Trees for Trail Shading/Wind Screening • Signage which includes Distance Information 	Up to \$15,000 of the total budget <ul style="list-style-type: none"> • <i>Combination is at applicant's discretion, but expenses will be considered in proportion to the overall trail budget and overall scope of work.</i>

Allowable Expenses for all current Trail RFPs (January 2016)

SURFACE MATERIALS AND/OR CONSTRUCTION EXPENSES

- *Trail length*: minimum 1/2 mile/2640 feet for new trails/enhancements; LESS than ½ mile for trail connectors; minimum ¼ mile/1320 feet for school trails.
- *Trail width*: minimum six (6) feet expected for community trails; minimum five (5) feet for school trails. When possible, wider is always preferred.
- The selection of surface materials (concrete, asphalt, crushed rock, etc.) is at the applicant's discretion, but should be described in the application narrative.
- Construction expenses may include the cost of labor and/or materials directly related to the preparation of the trail site (e.g., grading, drainage), and/or to install the surface materials.
- Expenses related to the aesthetics of the surrounding area such as grass, mulch, irrigation systems, and so forth are not covered.
- Expenses related to additional trail amenities such as lighting, exercise equipment, playground equipment, benches and landscaping are not covered.

INFRASTRUCTURE AND ENHANCEMENTS

Combination is at applicant's discretion, but expenses will be considered in proportion to the overall trail budget and overall scope of work.

Infrastructure for Design/Safety:

- Necessary features to ensure sustainability of the trail; e.g., culverts, pipes, drainage, etc.
- Necessary features to ensure safety of trail users; e.g., bridges, railings, fences, etc.
- Applicants must explain how the infrastructure expenses are essential to the trail.

Trees

- Trees should be varieties that will produce trail shading/wind screening rather than merely ornamentation.
- Applicants must provide justification for tree selection, considering the following factors: 1) native species that are appropriate to the location, 2) durable, 3) long-lived, and 4) disease/drought resistant.

Distance Signage

- Distance signage is intended to help users plan and keep track of trail usage.
- Trailhead signage will only be considered if trail distance information is included on the sign.

MATCHING FUNDS

Applicants must demonstrate a match of \$1 for every \$1 requested from the Sunflower Foundation.

- Monetary - Applicants must adequately describe additional sources of revenue (e.g., letters of support or commitment from donors, description of fundraising efforts for future revenue, letters of commitment for a cash match by municipalities, etc).
- Donated Materials or Services – Based on review, the match may include the following items:
 - *Materials specifically related to the trail, including surface materials, essential infrastructure items for design and safety (e.g., culverts, fences, bridges, railing, etc.), distance signage and/or trail treescaping;
 - *Labor services donated by a third party vendor (excluding volunteer time, or work services by the organization directly seeking the funding).

NOTE: Only expenses that are allowable by the grant criteria can be considered matching fund expenses.

The match may NOT include the following items:

- General operating or overhead/indirect expenses; Staff salaries/benefits; Volunteer time; Work services by the organization directly seeking the funding (e.g., a city seeking trail funds may not include that city's time to construct the trail as part of the dollar match).
- Trail amenities, such as exercise stations, lighting, playground equipment, benches, gazebos, general landscaping, water irrigation systems and so forth.

Please contact Lindsey Fincham with any questions: lfincham@sunflowerfoundation.org or 785-232-3000



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: February 16, 2016
RE: Cast Iron Water Main Cleaning 2016

ISSUE:

Governing Body consideration and approval to authorize a proposal to clean approximately 9,746' of cast iron water main in various locations of the city. The requested work is in addition to the existing Sanitary Sewer Collections System agreement with Mayer Specialty Services, LLC of Goddard, Kansas. The cost of this proposal is \$146,190.00.

BACKGROUND:

Since 2013 Mayer Specialty Services, LLC have cleaned cast iron water mains in the city water system. The cleaning process has improved the quality of water supplied to customers and reduced complaints regarding poor water quality.

For this year, Mayer Specialty Services, LLC has submitted a proposal to clean 9,746 feet of water main for \$146,190.00. Cost for the service is \$15.00 per linear foot. The price is unchanged since the department started this project in 2013.

To date, we have cleaned 13,109 feet of cast iron water main. 9,655 feet in 2013-14 and 3,444 feet in 2015. For 2016 we have identified the following areas for cleaning:

Street	Address Block
N. 3rd St.	200-700
N. 6th St.	1600-1700
N. 7th St.	1600-1700
N. A St.	1600-1700
N. B St.	1600-1700
E. Maple St.	500-700
S. 1st St.	200
E. Santa Fe St.	500-700
Davis St.	900
N. Conkling Ave.	700-800
W. Mulberry St.	1200

The selection of project areas are made from customer feedback and observed conditions in the field by Water Department staff. Waterline cleaning is a part of our overall waterline maintenance and replacement program which is guided by the City of Garden City Water Master Plan adopted

by the Governing Body in 2014.

ALTERNATIVE:

1. Approve the proposal from Mayer Specialty Services, LLC to clean 9,746 feet of water main for a total cost of \$146,190.00.
2. Do not approve the proposal and direct staff to find alternate solution.

RECOMMENDATION:

Staff recommends approval of the proposal from Mayer Specialty, LLC.

FISCAL NOTE:

This project has been budgeted in Materials / Water Mains (080-31-311-6040.05). The cost of this project, if approved, will be \$146,190.00 and is a part of our overall water main maintenance and replacement program. Fund availability is \$1,520,025.00.

ATTACHMENTS:

Description	Upload Date	Type
Mayer Specialty Services, LLC Proposal 2016	2/8/2016	Exhibit
Map details of cast iron mains to be cleaned.	2/8/2016	Exhibit



Date: 2/5/2016
Phone: 316-794-1165
Fax: (316) 794-2717
From: Todd Mayer
 TM

Fred Jones Garden City, City of 106 South 11th St. PO Box 998 Garden City, KS 67846	Phone: (620) 276-1291 Fax: (620) 276-1293 Email: fred.jones@gardencityks.us
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Project: Cast Iron Water Line Cleaning 2016 (Various Locations)
 Bid Date: February 5, 2016

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	Provide mobilization, labor, equipment and materials as described below to complete the cleaning of 4" and 6" existing cast iron water mains within the City of Garden City in the area described above.	9,746	LF	\$15.00	\$146,190.00

Footage listed is an estimate only based off of maps provided by the City. Work will be invoiced as per actual work completed as measured above ground by MSS and City personnel.

Inclusions:

- High pressure jetter and special percussion cutters for removal of heavy/hard tuberculation
- Tanker truck with high flow/pressure pumps to assist pigging operation
- Mini camera system to enable inspection of cleaning progress
- All necessary poly pigs and pig tracking equipment
- Pig launchers with fittings and labor to install launchers & exit points
- Labor to remove launchers/exit points and install pipe and fittings.
- Misc. tools, equipment, pumps, etc.

Exclusions:

- Backhoe and operator for all excavation (we will assist)
- Backfill and surface restoration
- Locates of any existing utilities in the affected area
- Rock for bedding of launcher and exit fittings
- Pipe and 45 degree bends to facilitate an exit point so water can be discharged onto street
- Public knowledge and notice that water will be shut off to affected houses
- Temporary water piping to houses, (we will assist and can provide 1" -1.5" live taps as needed)
- Labor to shut off and pull meters, then flush out after pigging (we will assist City personnel)
- All repair couplings and pipe to put line back together at launch and exit points
- Any chlorine or disinfectant required to treat the line after pigging and testing of water for acceptance
- Permits or connection fees of any kind

Thank you for the opportunity to provide pricing

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature

Date

No retainage may be withheld out of contracts less than \$1,000.00

To ensure pricing, please provide notification of acceptance of this quote within thirty (30) days of bid date



Proposed cleaning for 6th and 7th Streets and A and B Streets. All streets will be cleaned in the 1600-1700 Blocks.



Proposed cleaning on Davis St. This block has been problematic for rusty water issues over the past year. Several homes are having issues with rusty water on this block.



Proposed main cleaning on Conkling Ave. and W. Mulberry Street.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood and Development Services Director
DATE: February 16, 2016
RE: Distribution of the Downtown Development Fund for 214 and 216 N. Main Street

ISSUE:

Governing Body consideration and approval of the distribution of the Downtown Development Fund for 214 and 216 N. Main Street.

BACKGROUND:

Michael Gian and Alicia Gian-Maciulis have submitted an application for the Downtown Development Fund for the renovating and remodeling of 214 and 216 N. Main Street store fronts and the addition of three (3) second-story apartments. Both the 214 and 216 storefronts are a part of one building and it is located in the C-3, Central Business District. The total cost of the renovation is estimated to be \$213,200, and the Gian's are asking for an 80% reimbursement amount of \$170,560. The application submittal has been attached for the Commission's review.

The project is to include full renovation and remodeling of the 214 and 216 N. Main Street storefronts and the addition of three (3) second story apartments, this includes refacing the front of the buildings with new stone and siding. For apartments 1 and 2, they will be installing new power, plumbing, heat and air systems, doors, windows, sheetrock, flooring, kitchens and baths. For apartment 3, they will be installing new power, plumbing, ductwork for the heating systems, air system, doors, windows, sheetrock, flooring, kitchen and bath.

The Downtown Development Fund has a current balance of \$344,000 for the remainder of 2016. This application is being presented to the City Commission because the estimated construction costs exceed \$50,000. The previous two applications that exceeded \$50,000 were Hutton Construction and Garnand Funeral Home. Both their fund requests were \$240,000, and they were both awarded \$50,000 toward their projects.

This project will complete the renovations and remodeling in all buildings located at 214 and 216 Main Street in Garden City, Kansas. The project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVE:

The Governing Body may:

1. Fully fund the presented project at \$170,560; which would leave \$173,440 in the fund for the remainder of 2016.
2. Fund the presented project at \$50,000; which would leave \$294,000 in the fund for the remainder of 2016.

3. Fund the requested application at a different amount.
4. Deny the requested application for the Downtown Development Fund.

RECOMMENDATION:

The governing body may choose any of the alternatives or create a new viable option.

FISCAL NOTE:

There is currently \$344,000 in the fund. If this application is awarded at the amount requested, the remaining balance for the Downtown Development Fund for 2016 would be \$173,440. The Downtown Development Fund is funded by the General Fund.

ATTACHMENTS:

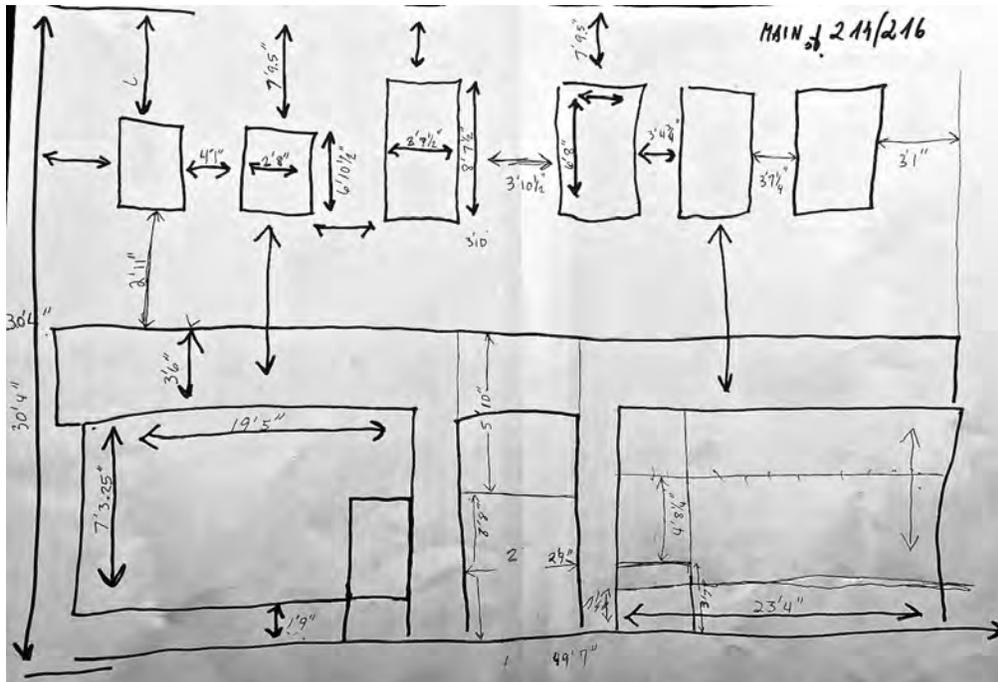
Description	Upload Date	Type
Revised Plans - 214 & 216 N. Main St.	2/8/2016	Backup Material

214-216 Main St. Renovation Plan

214-216 Main St.



Measurements

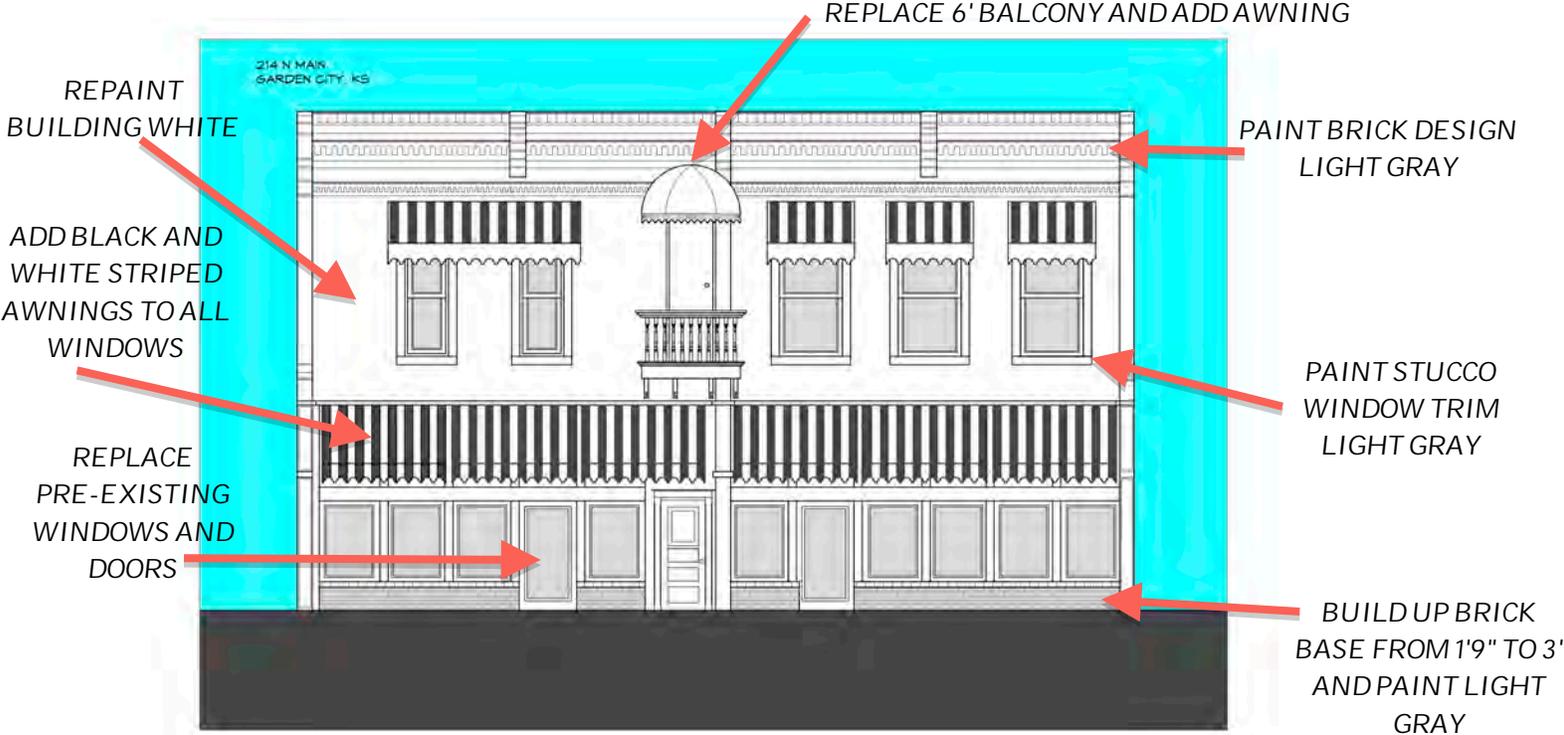


214-216 Main St. Renovation Plan

Current Facade Design

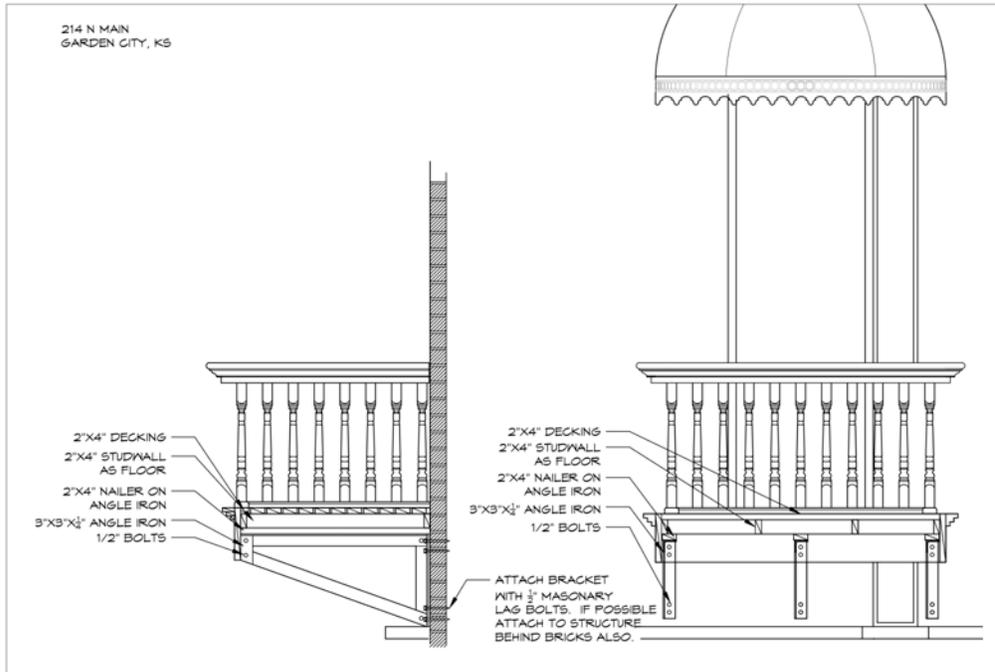


Proposed Facade Renovation Design



214-216 Main St. Renovation Plan

Balcony Construction Detail



Color Scheme



214-216 Main St. Renovation Plan

Facade Renovation Plan

1. *Repaint brick building white*
2. *Repaint brick pattern at the top of building gray to highlight design elements*
3. *Replace second story windows with new insulated windows for energy efficiency*
4. *Renovate existing balcony by replacing door and adding a 6' platform and awning*
5. *Replace storefront windows and doors*
6. *Replace entry door to second floor lofts*
7. *Build up first story 1'9" brick base to 3' and paint brick base gray*
8. *Add black and white striped awnings to all windows and balcony*



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cole Wasinger, Golf Professional
DATE: February 16, 2016
RE: Membership and Cart Fees Increase at Buffalo Dunes

ISSUE:

Golf Professional Wasinger, will provide information on membership and cart fee increase at Buffalo Dunes Golf Course.

BACKGROUND:

Membership and cart fees at Buffalo Dunes Golf Course were last evaluated and ultimately increased in 2013. Three years later staff is again evaluating the membership and cart fees. Staff chose other golf courses in the region to compare membership and cart fees to those at Buffalo Dunes. Golf courses were selected based on proximity, condition, and ranking. Staff has gathered the following information in the process:

- City of Wichita golf courses set annual passes at the same price. Green fees vary by \$2 per course. Each annual pass member pays a reduced green fee rate plus cart fee and range fee. These courses do not offer all-inclusive memberships.
- Walking Stick and Desert Hawk (Pueblo, Co) golf courses offer a similar format to the Wichita golf courses. All-inclusive memberships are not offered. Each annual pass member pays a reduced green fee rate plus cart fee and range fee.
- Salina Municipal Golf Course offers all-inclusive annual memberships similar to Buffalo Dunes with no additional fees to play.
- Firekeeper (Topeka) golf course is mainly used for golf tournaments. They do not have any type of pass or membership. Their outstanding number of golf tournaments does not allow room for annual pass play.
- Sandcreek Station (Newton) offers a similar pass to Buffalo Dunes. All-inclusive single, family, and senior passes. All of their memberships include cart and range fees.
- Mariah Hills (Dodge City) memberships are almost identical to Buffalo Dunes. All-inclusive single, family, and senior passes. Their annual pass has a \$3 additional fee for every round played.

Staff has put together a chart that is attached. The chart depicts a comparison based on Buffalo Dunes current rates by the type of pass, all-inclusive or not and green fees. These are also

averaged out to show where Buffalo Dunes would fall with their rate increase.

ALTERNATIVE:

Staff is providing this information for the Governing Body to consider prior to the March 1, 2016 meeting. In addition, staff wanted to reach as much of the membership of Buffalo Dunes as possible during a slow time of the year. This is notification for them that this will appear on the March 1, 2016 meeting and if they have comments or concerns to contact Golf Professional Wasinger.

RECOMMENDATION:

Staff requests the Governing Body not take any action as the issue for consideration and approval will be presented at the March 1, 2016 meeting.

FISCAL NOTE:

If authorized there will be an increase in the membership and cart fee revenue for 2016. In 2015 total revenue for membership and cart fees was \$249,900. Authorizing a 10% in fees will result in an additional \$24,990 for the 2016 budget year if usage remains the same.

ATTACHMENTS:

Description	Upload Date	Type
2016 Comparable Golf Course Analysis	2/10/2016	Backup Material

Course Name	City Located	Type	Phone #	All Inclusive Single	All Inclusive Couple	All Inclusive Family	Single	Family	Senior	Youth	Peak Green Fee 18	Peak Green Fee 9	Cart Fee 18	Cart Fee 9
Buffalo Dunes	Garden City, Ks	Muni	(620) 276-1210	\$1,100	\$1,350	\$1,650	\$440	\$625	\$330	\$100	\$30	\$20	\$13	\$8
Auburn Hills*	Wichita, Ks	Muni	(316) 219-9700	n/a	n/a	n/a	\$800*	\$990*	\$150*	\$75*	\$30	\$20	\$12	\$7
Clapp Park*	Wichita, Ks	Muni	(316) 688-9341	n/a	n/a	n/a	\$800*	\$990*	\$150*	\$75*	\$24	\$15	\$12	\$7
MacDonald Park*	Wichita, Ks	Muni	(316) 688-9391	n/a	n/a	n/a	\$800*	\$990*	\$150*	\$75*	\$25	\$15	\$12	\$7
Sim Park*	Wichita, Ks	Muni	(316) 337-9100	n/a	n/a	n/a	\$800*	\$990*	\$150*	\$75*	\$25	\$15	\$12	\$7
Tex Consolver GC*	Wichita, Ks	Muni	(316) 337-9494	n/a	n/a	n/a	\$800*	\$990*	\$150*	\$75*	\$25	\$15	\$12	\$7
Walking Stick**	Pueblo, Co	Muni	(719) 553-1181	n/a	n/a	n/a	\$420**	\$700**	\$200**	\$200**	\$34	\$20	\$12	n/a
Desert Hawk GC**	Pueblo, Co	Muni	(719) 547-2280	n/a	n/a	n/a	\$545**	\$785**	\$495**	\$250**	\$30	\$17	\$12	\$6
Salina Municipal	Salina, Ks	Muni	(785) 826-7450	\$1,415	\$1,665	n/a	\$660	\$810	\$50***	\$150	\$20	\$15	\$15	\$10
Firekeeper	Topeka, KS	Public	(785) 966-2100	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$75	\$65	included	included
Sand Creek Station	Newton, Ks	Public	(316) 284-6161	\$1,750	n/a	\$2,050	n/a	n/a	n/a	n/a	\$49	n/a	included	included
Mariah Hills****	Dodge City, Ks	Muni	(620) 225-8182	\$1,100	n/a	\$1,350	\$440****	\$650****	\$340****	150****	\$22	\$12	\$14	\$8
Average				\$1,341	\$1,508	\$1,683	\$550	\$718	\$330	\$125	\$32	\$21	\$13	\$7
Buffalo Dunes 10% Increase				\$1,210	\$1,550	\$1,800	\$485	\$690	\$360	\$100	no change	no change	\$15	\$10

Buffalo Dunes Regular Members pay additional \$2 on Weekends and Holidays

* Annual Passholders pay anywhere from \$5 to \$11 per 18 Holes

** Annual Passholders pay additional \$7.00 per 9 holes

*** Annual Senior members pay \$9 per 18 Holes during the week

**** Members pay \$3 per round

Consent Agenda



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Neighborhood & Development Services Director Kaleb Kentner
DATE: February 16, 2016
RE: 1904 Crestway Dr. Property

ISSUE:

Consideration of a possible settlement and release agreement for 1904 Crestway Dr. to the City of Garden City.

BACKGROUND:

1904 Crestway Dr., also known as the Friesen property, has been demolished and is owned by Bank of America C/O Ocwen Loan Servicing, LLC. The city has liens on the property for the cost of demolition and related expenses in the amount of \$32,696.42. In order to get the property out of limbo and recoup the liens due to code violations and demolition expenses, a negotiated settlement is proposed to transfer the land to the City and the City will own the property and release liability for the liens. Staff is comfortable with this option, and the liens could be recouped from the sale of the property unless the City retains the property for some other use.

ALTERNATIVE:

1. Approve the Confidential Settlement and Release Agreement
2. Do not approve the Confidential Settlement and Release Agreement

RECOMMENDATION:

Staff recommends Alternative Number 1

FISCAL NOTE:

The liens on the property total \$32,696.42. This amount is the total of dollars expended to abate the code violations.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: February 16, 2016
RE: Lee Richardson Zoo Vet Contract 2016

ISSUE:

Governing Body consideration and approval of a contract with Garden City Veterinary Clinic for Zoo services.

BACKGROUND:

Garden City Veterinary Clinic has been providing services to the zoo since 2002. This is a request to update the contract with Dr. Tuller who now owns Garden City Veterinary Clinic. Dr. Tuller began providing services to the zoo in 2010 under the existing contract with Garden City Veterinary Clinic. He purchased the Clinic from Dr. Sells in 2012.

ALTERNATIVE:

Alternative 1: Approve Contract
Alternative 2: Postpone Action

RECOMMENDATION:

Zoo Director Newland recommends approval of contract.

FISCAL NOTE:

Dr. Tuller is compensated \$22,200 annually for his services according to the contract which is included in the Zoo budget.

ATTACHMENTS:

Description	Upload Date	Type
Zoo Vet Contract	2/8/2016	Cover Memo

AGREEMENT FOR VETERINARY SERVICES

THIS AGREEMENT FOR VETERINARY SERVICES (Agreement), made and entered into this 16th day of February, 2016, by and between the CITY OF GARDEN CITY, KANSAS (City), and ERIC G. TULLER, DVM (Tuller).

WHEREAS, Lee Richardson Zoo (LRZ), Garden City, Kansas, has a need for the services of a veterinarian to provide medical or surgical care and treatment for animals (veterinary services) at LRZ; and

WHEREAS, City has a need to retain the services of a veterinarian to provide veterinary services to animals at LRZ; and

WHEREAS, Tuller is a licensed veterinarian who can provide veterinary services to animals at LRZ.

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

1. SERVICES. Tuller agrees to provide veterinary services to the City for animals at LRZ, consistent with the terms and conditions of this Agreement.

2. TERM. The term of this Agreement shall be from January 1, 2016, to December 31, 2016. The term of this Agreement shall automatically renew for additional terms of one (1) year, unless either party gives notice of intent not to renew this Agreement, at least thirty (30) days prior to the end of an annual term, or this Agreement is otherwise terminated as provided in paragraph 8 herein.

3. RESPONSIBILITIES OF TULLER. The responsibilities of Tuller, in addition to any other requirements under this Agreement, shall be as follows:

- (a) Provide veterinary services on behalf of City to animals at LRZ to include the following:
 - (i) Sixteen (16) hours of service per month, to include weekly visits to LRZ;
 - (ii) On call response for emergencies, at all times, either by Tuller or a qualified and licensed veterinarian designated by Tuller;
 - (iii) Obtain and/or maintain a Schedule II license; and
 - (iv) Medical decisions, care and treatment of animals within the scope of his training, professional expertise, and license.

4. RESPONSIBILITIES OF CITY. The responsibilities of City, in addition to any other requirements under this Agreement, shall be as follows:

- (a) Provide all animal health care matters which are administrative, budgetary, technical, and documentary, as required by the American Zoological Association and USDA policies, procedures, rules, and regulations.

5. CERTIFICATION. This Agreement is conditioned upon Tuller being professionally licensed under the applicable state laws or regulations, and maintaining a license for the duration of this Agreement.

6. COMPENSATION. City shall pay to Tuller, for the services provided under this Agreement, compensation at the rate of One Thousand Eight Hundred Fifty Dollars (\$1,850) per month. The total compensation to be paid to Tuller shall not exceed Twenty-two Thousand Two Hundred Dollars (\$22,200) per year. The payment of compensation shall be made by City upon receipt of a statement from Tuller each month. Tuller shall be responsible for all withholding and payment of any and all taxes which might be due as a result of the compensation paid to Tuller by City. Tuller shall not be entitled to, nor does this Agreement confer upon Tuller, any benefits which might otherwise be available to employees of City.

City shall also pay expenses (travel, lodging, food and conference fees) for attendance of Tuller at a zoo conference during the term of this Agreement. The conference attended by Tuller must be pre-approved by City.

7. EMPLOYMENT STATUS. Tuller acknowledges and agrees that he is an independent contractor and not an employee of City.

8. TERMINATION. This Agreement may be terminated by either party, for cause, or for any other reason, by giving the other party thirty (30) days written notice. Early termination of this Agreement shall end any right of Tuller for further compensation under this Agreement, although City shall owe Tuller for any compensation earned for services provided up to date of termination.

9. INDEMNIFICATION. City agrees to indemnify Tuller for any and all damages, claims, or losses caused to any animal, person, or property as a result of the negligence, act, or omission of any employee, agent, or representative of City. Tuller agrees to indemnify City for any and all damages, claims, or losses caused to any animal, person, or property as a result of the negligence, acts, or omissions of Tuller, or any employee, agent, or representative of Tuller. Tuller also agrees to maintain professional liability-errors and omissions insurance.

10. SUFFICIENCY OF FUNDS. In the event sufficient funds shall not be appropriated by the City for the payments required under the terms and conditions of this Agreement, City may terminate this Agreement pursuant to the notice requirements set forth herein. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 *et seq.*, and the Kansas Budget Law, K.S.A. 79-2925 *et seq.*

11. AUTHORITY. City represents, covenants, and warrants that it is a political body constituting a political subdivision existing under the laws of the state of Kansas, and thereby City has been approved by the constitution and laws of the state of Kansas to enter into this Agreement and effect all of City's obligations under this Agreement. All necessary actions by the Governing Body of City have been taken to enter into this Agreement.

12. LEGISLATIVE CHANGE. This Agreement is subject to change or termination by the Legislature of the state of Kansas.

13. 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, and addressed as follows:

If to City: City Manager
301 North Eighth Street
P. O. Box 998
Garden City, Kansas 67846

If to Tuller: Eric G. Tuller, DVM
1223 West Jones Avenue
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 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 subject 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 heirs, and personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Date

Eric G. Tuller, DVM



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: February 16, 2016
RE: Utility Easements between Windriver Grain, LLC and City of Garden City

ISSUE:

Governing Body consideration and acceptance of a temporary construction easement and permanent utility easement across a portion of property owned by Windriver Grain, LLC to facilitate the installation of a water main to serve the Meadowlark Dairy Nutrition, LLC (DFA) plant.

BACKGROUND:

As part of the development agreement between the City of Garden City, Kansas and Meadowlark Dairy Nutrition, LLC. The Water Department is extending water service to serve the Meadowlark Dairy Nutrition, LLC facility.

A bid notice for the project is underway and bids will be opened on February 23, 2016. Acceptance of the temporary construction and permanent utility easements will be required to provide the successful bid with a Notice to Proceed in a timely manner after Governing Body considers approval of the bids at the March 1, 2016 commission meeting.

The service will extend from a control valve located near the US50 and US83 interchange, across a portion of property owned by Windriver Grain, LLC. After clearing the easement, the project will continue south along the KDOT right-of-way to the project site. The water main will extend along the northern boundary of the project site until it ties into an existing water main that currently serves the Garden City Wastewater Treatment Plant.

ALTERNATIVE:

1. Accept the easement as presented
2. Reject the easement as presented and direct staff to present alternative solution.

RECOMMENDATION:

Staff recommends accepting the easement as presented.

FISCAL NOTE:

There is no cost to the City for this easement.

ATTACHMENTS:

Description	Upload Date	Type
Signed Permanent and Temporary Easements	2/2/2016	Exhibit
Easement Map	2/2/2016	Exhibit

UTILITY EASEMENT

THIS EASEMENT made this 27 day of January, 2016, by and between Windriver Grain, LLC, of the first part and the City of Garden City of the second part.

WITNESSETH: That the said first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing public utilities, over, along and under the following described real estate situated in Finney County, Kansas, to wit:

A 20' Utility Easement described as follows:

COMMENCING at the northwest corner of Tract A in the plat of Windriver II, Finney County, Kansas; Thence Bearing S01°50'08"W, along the West boundary of said Tract A, a distance of 17.96 feet to the POINT OF BEGINNING; Thence continuing Bearing S01°50'08"W, along the West boundary of said Tract A, a distance of 20.00 feet; Thence Bearing S87°43'15"E, a distance of 69.09 feet to a point in the East boundary of said Tract A; Thence Bearing N01°51'44"E, along the East boundary of said Tract A, a distance of 20.00 feet; Thence Bearing N87°43'15"W, a distance of 69.09 feet to the POINT OF BEGINNING. (said 20' Utility Easement containing 0.032 acres, more or less)

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public utilities.

IN WITNESS WHEREOF: The said first part have signed these presents the day and year first written.

WINDRIVER GRAIN, LLC:

By: [Signature]

STATE OF KANSAS)
)SS
FINNEY COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid ROBERT A. TEMPEL, of Windriver Grain, LLC, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated this 27th day of January, 2016.

[Signature]
Notary Public

My Commission Expires: April 7, 2019



TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 27th day of January, 2016, by and between Windriver Grain, LLC, of the first part and the City of Garden City of the second part.

WITNESSETH: That the said first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a temporary right-of-way and easement for the purpose of constructing a water main, over, along and under the following described real estate situated in Finney County, Kansas, to wit:

A 20' Temporary Construction Easement described as follows:

COMMENCING at the northwest corner of Tract A in the plat of Windriver II, Finney County, Kansas; Thence Bearing S01°50'08"W, along the West boundary of said Tract A, a distance of 37.96 feet to the POINT OF BEGINNING; Thence continuing Bearing S01°50'08"W, along the West boundary of said Tract A, a distance of 20.00 feet; Thence Bearing S87°43'15"E, a distance of 69.08 feet to a point in the East boundary of said Tract A; Thence Bearing N01°51'44"E, along the East boundary of said Tract A, a distance of 20.00 feet; Thence Bearing N87°43'15"W, a distance of 69.09 feet to the POINT OF BEGINNING. (said 20' Temporary Construction Easement containing 0.032 acres, more or less)

This easement does not include a right-of-way over land occupied by a permanent structure. Said easement shall expire upon completion of the water main construction.

IN WITNESS WHEREOF: The said first part have signed these presents the day and year first written.

WINDRIVER GRAIN, LLC:

By: [Signature]

STATE OF KANSAS)
)SS
FINNEY COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid ROBERT A. TEMPEL, of Windriver Grain, LLC, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated this 27th day of January, 2016.

[Signature]
Notary Public

My Commission Expires: April 7, 2019



CITY OF GARDEN CITY
FINNEY COUNTY, KANSAS
EASEMENT MAP
Windriver Grain, LLC
WATERLINE EXTENSION
FOR DAIRY FARMERS OF AMERICA

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

U.S. 50 / U.S. 400

U.S. 83 HIGHWAY

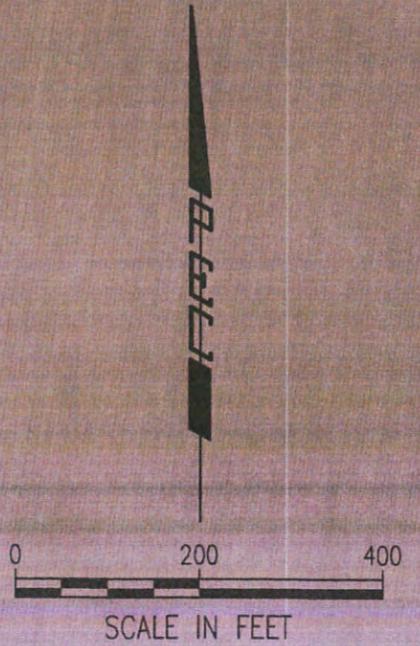
JENNY BARKER ROAD

20' UTILITY EASEMENT
20' TEMPORARY CONSTRUCTION EASEMENT

WINDRIVER GRAIN, LLC
Garden City, KS

WINDRIVER GRAIN, LLC
Garden City, KS

BSNF RAILROAD



Saved 01-18-2016 1:30:05 PM by RFJ
Plot Scale 1:200 01-18-2016 1:39:05 PM by RFJ
U:\Wichita-Civil\2015\15641\000\Drawings\Easements\15641-000 Windriver LLC



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 16, 2016
RE: Presentation of a pasture lease at Garden City Regional Airport

ISSUE:

Governing Body consideration and approval of the lease agreement between the City of Garden City and Justin Hurley for the rental of pasture land at the Garden City Regional Airport.

BACKGROUND:

Pasture land at the airport is open for public bid every five years. Five of the six parcels available for rent were bid out in December 2014 and were entered into a lease in March of 2015. The remaining parcel, P2 was not bid out due to a draft lease for an alternative use of the land. Staff worked with the potential lessee of P2 and it was determined by both parties to rescind the draft lease.

A Notice of Bid was publicly advertised and the bid opening was held on December 29, 2015 at 10:00 a.m. in the Airport Administrative Office. The highest bid per acre was accepted and the proposed lease may be found in the accompanying information. The bid tab is provided below.

Name	Amount Per Acre
LaSalle	\$27.51
Hurley	\$30.30

The Airport Advisory Board met on February 11, 2016 and recommended City Commission approval of the lease.

ALTERNATIVE:

1. Governing Body approval of the lease agreement between the City of Garden City and Justin Hurley for the rental of pasture land at the Garden City Regional Airport.
2. Governing Body denial of the lease agreement between the City of Garden City and Justin Hurley for the rental of pasture land at the Garden City Regional Airport.
3. Governing Body recommendation of alternative action.

RECOMMENDATION:

Airport Advisory Board and staff recommendation of Governing Body approval of the lease agreement between the City of Garden City and Justin Hurley for the rental of pasture land at the Garden City Regional Airport.

FISCAL NOTE:

The aforementioned recommendation will generate \$2,208.84 in annual revenue for years 2016-2020. This is an increase in revenue of \$558.99 annually from years 2010-2014.

Tenants have the flexibility on monthly, quarterly, semiannual or annual payments. The difference due to dividing a total amount into payments reflects in a loss of \$0.03 annually.

ATTACHMENTS:

Description	Upload Date	Type
Hurley Lease	2/3/2016	Cover Memo

LEASE AGREEMENT
(Pasture - Tract P2)

THIS LEASE AGREEMENT (Agreement), made this _____ day of February, 2016, by and between CITY OF GARDEN CITY, KANSAS (Landlord) and JUSTIN HURLEY (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

72.9 acres of pasture land depicted as P2 on Exhibit A attached hereto
and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period of four (4) years from the 1st day of March, 2016, to the 29th day of February, 2020. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay to Landlord, as annual rent for the Leased Premises, the annual sum of Two Thousand Two Hundred Eight and 84/1000 Dollars (\$2,208.84) to be paid in monthly installments in the amount of One Hundred Eighty-four and 07/100 Dollars (\$184.07), due on March 1, 2016, and on the 1st day of each month thereafter during the term of this Agreement.

All payments shall be made payable to the City of Garden City, Kansas, and delivered to the Director of Aviation, Garden City Regional Airport, 2225 South Air Service Road, Suite 112, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises to graze livestock.

5. **WATER.** Tenant may use water from the Leased Premises; however, Tenant shall pay Landlord for such water at the municipal water rate in effect at time of use. Further, Tenant shall be responsible for the expense of all wells and equipment and the production and distribution of water on the Leased Premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing and windmills.

8. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord 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, his agents or his employees.

9. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of One Hundred Dollars (\$100.00) by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **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.

12. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

13. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord'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.

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord 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 Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property or livestock left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all rent due for the balance of the term herein originally granted.

15. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord 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.

16. **SURRENDER AND TERMINATION.** Upon expiration or termination 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 Landlord.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

18. **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.

19. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his 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, Landlord 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 Landlord 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.

20. **OBSTRUCTIONS.** Landlord 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 Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his heirs 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 he may desire to undertake, and for which he has received Landlord's prior written approval.

21. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he 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.

22. **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, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **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 Landlord: Director of Aviation
 Garden City Regional Airport
 2225 South Air Service Road, Suite 112
 Garden City, Kansas 67846
 Telephone: (620) 276-1190

(2) If to Tenant: Justin Hurley
 2835 W. Maple
 Garden City, Kansas 67846
 Telephone: (620) 271-2244

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 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 heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (f) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

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.

LANDLORD

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

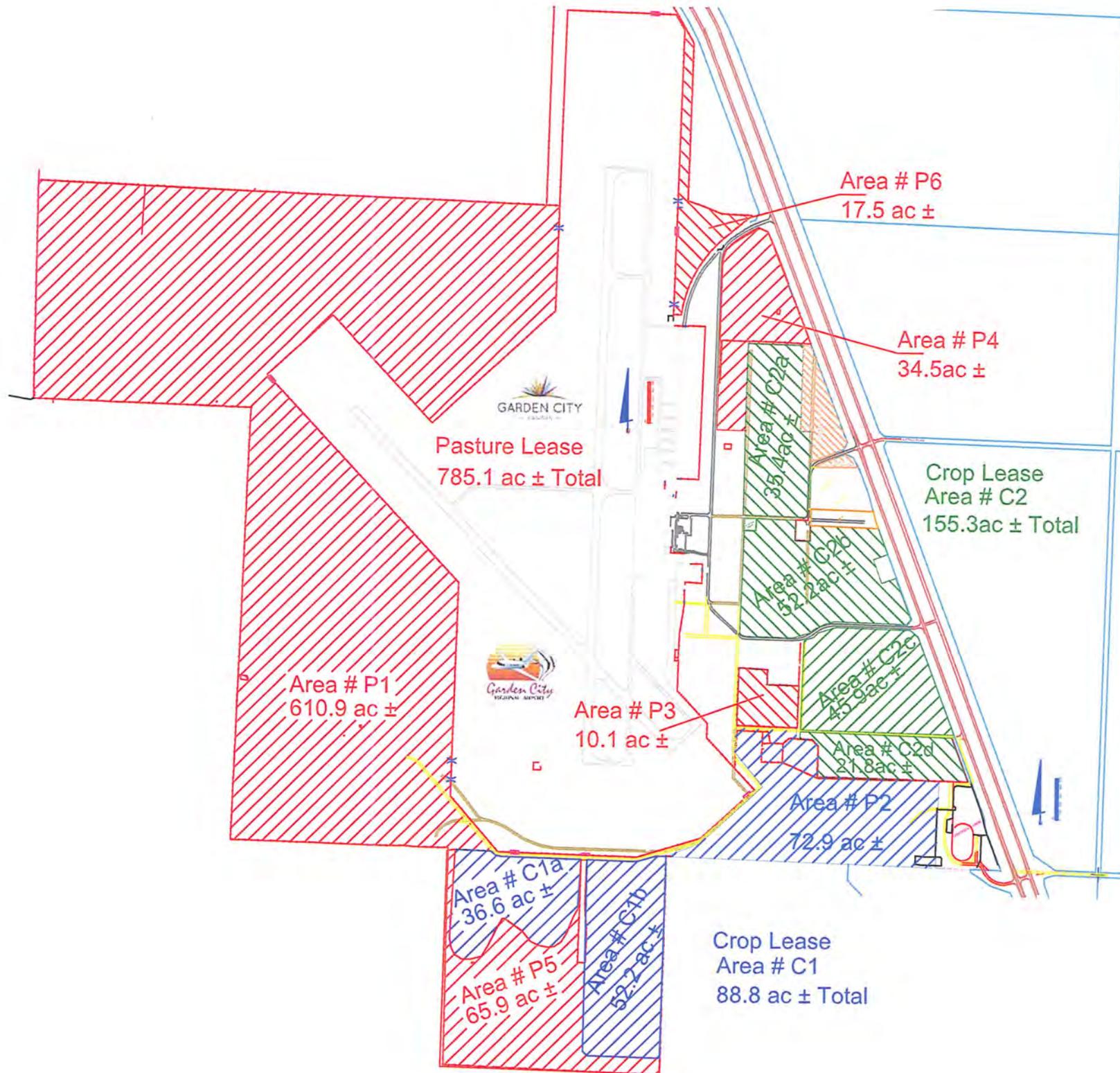
ATTEST:

Celyn N. Hurtado, City Clerk

TENANT

Date

Justin Hurley





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: February 16, 2016
RE: Quit Claim Deed Spaces at Valley View Cemetery

ISSUE:

Quit Claim Deed from Mrs. Eugene (Thelma C.) Heiman transferring Space 4, Lot 125, Zone K of Valley View Cemetery to Patricia E. Miller.

BACKGROUND:

None

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: February 16, 2016
RE: Quit Claim Deed of Burial Rights of Space At Valley View Cemetery

ISSUE:

Quit Claim Deed from Mrs. Eugene (Thelma C.) Heiman transferring Space 5, Lot 125, Zone K of Valley View Cemetery to Karen S. Metzger.

BACKGROUND:

None

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: February 16, 2016
RE: Quit Claim Deed of Burial Rights of Space at Valley View Cemetery

ISSUE:

Quit Claim Deed from LaVaughn Roth transferring Space 3, Lot 107, Zone H of Valley View Cemetery to Tammy Hamill.

BACKGROUND:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

Other Entities Minutes



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 16, 2016
RE: Presentation of the January 14, 2016 Airport Advisory Board meeting minutes.

ISSUE:

Presentation of the January 14, 2016 Airport Advisory Board meeting minutes.

BACKGROUND:

Attached is the Airport Advisory Board meeting minutes for January 14, 2016.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
January 14, 2016 Airport Advisory Board Minutes	2/8/2016	Cover Memo



ITEM 2
GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
JANUARY 14, 2016

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Ken Frey, Marlo Miller, Darin Germann, Max Meschberger, Steve Ziegler, and Jette DeSalvo

MEMBERS EXCUSED

Charlie Robinson

STAFF PRESENT

Rachelle Powell, Darroch Perkins, and Miranda Benedict

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPOINTMENT OF CHAIR, VICE CHAIR, AND SECRETARY

Staff requests the appointment of Chair, Vice-Chair, and Secretary. Currently, Marlo Miller is Chair, Max Meschberger is Vice-Chair, and Miranda Benedict is the secretary.

Marlo Miller made a motion to appoint Max Meschberger as Chair, Steve Ziegler as Vice-Chair, and Miranda Benedict as Secretary. Nominations ceased. Darin Germann seconded the motion. No discussion. The motion passed unanimously.

ITEM 3 APPROVAL OF DECEMBER 10, 2015 MINUTES

Steve Ziegler made a motion to approve the December 10, 2015 Airport Advisory Board minutes. Marlo Miller seconded the motion. The motion passed unanimously.

ITEM 4 RESOLUTIONS

Staff reviewed Resolutions 766, 2196, and 2388 with the Airport Advisory Board.

ITEM 5 AIRPORT 101

Staff reviewed the airport terminology and abbreviations with the Airport Advisory Board.

ITEM 6 DIRECTOR’S REPORT

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

ITEM 7 MONTHLY REPORTS

Staff reviewed the monthly and year end reports with the Airport Advisory Board.

ITEM 8 BOARD MEMBER COMMENTS

- A. Charlie Robinson –Excused.
- B. Ken Frey – No comment.
- C. Marlo Miller – Welcomed new member, Jette DeSalvo, to the board.
- D. Darin Germann – No comment.
- E. Max Meschberger – Welcomed new member, Jette DeSalvo, to the board.
- E. Steve Ziegler – Welcomed new member, Jette DeSalvo, to the board.
- F. Jette DeSalvo –Expressed her interest in getting to know more about the airport and how it functions.

ITEM 7 ADJOURNMENT

Darin Germann made a motion to adjourn. Marlo Miller seconded the motion. The motion passed unanimously.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland
DATE: February 16, 2016
RE: Zoo Advisory Board Minutes for February 2016 meeting

ISSUE:

Presentation of the February 2016 Zoo Advisory Board agenda and minutes.

BACKGROUND:

Attached are the Zoo Advisory Board agenda and minutes.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
ZAB February 2016 agenda	2/8/2016	Cover Memo
ZAB February 2016 meeting minutes	2/8/2016	Cover Memo

FINNUP CENTER FOR CONSERVATION
EDUCATION

5:00 PM, TUESDAY, FEBRUARY 2, 2016

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Zoo Monthly Report
2. FOLRZ Report
3. Accreditation Presentation

V. OLD BUSINESS

1. Board Tour – Schedule

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, February 2, 2016

Members Present: Taylor Freburg, Jimmy Deal, Donna Lightner, Phil Sloderbeck, Kathy Diehl

Members Absent: Ryan Derstein, Tammy Rieth

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

- I. The meeting was called to order at 5:12
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the January meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – The zoo received a clean USDA report, or one with no violations. The USDA inspection is unannounced and usually takes place once a year. Staff is working on the AZA Accreditation application. Staff is updating the zoo brochure/map and way-finding maps. Approximately 20 people attended the Volunteer Recruitment event and training is set to begin this week. Staff is working on informational signs for the butterfly garden and met with the Park Department to discuss monarch-friendly plants in City parks. The Education division began donating 15% of program fees (birthday parties, Distance Learning programs) to conservation; the total donated for January was \$905.25. The Maintenance crew constructed a new shade and climbing structure in the east lion yard.
 - b. FOLRZ Report – The Annual Dinner went well with a panel of LRZ Keepers answering questions from the audience, with Kathy Sexson moderating. Skip Mancini is planning a new production, Monkey Business, to be held in the Finnup Center that will raise money for the new primate exhibit, and an informational meeting will be held Thursday, February 04, at 7:00. The Friends have 3 adoption packages available for Valentine’s Day.
 - c. Accreditation Presentation – Kristi showed a PowerPoint covering AZA accreditation. Board members then asked questions about the process. Kathy Diehl asked what questions the Accreditation Commission brought up at the last Accreditation. Due to time, Zoo staff will provide a briefing on that at the next meeting.
- V. Old Business
 - a. Board Tour – The board decided to set a date later when the weather is warmer and new FOLRZ board members can attend.
- VI. Board Member Reports –
- VII. The meeting was adjourned at 6:40 p.m.

Next scheduled Meeting is March 1, 2016 at 5:00 p.m.